



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Corporation of the Roman Catholic Diocese of Toowoomba T/A  
Diocese of Toowoomba Catholic Schools**  
(AG2021/8736)

## **TOOWOOMBA CATHOLIC SCHOOLS OFFICE ENTERPRISE AGREEMENT 2021 - 2024**

Educational services

COMMISSIONER PLATT

ADELAIDE, 14 DECEMBER 2021

*Application for approval of the Toowoomba Catholic Schools Office Enterprise Agreement  
2021 - 2024*

[1] An application has been made for approval of an enterprise agreement known as the *Toowoomba Catholic Schools Office Enterprise Agreement 2021 - 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by The Corporation of the Roman Catholic Diocese of Toowoomba T/A Diocese of Toowoomba Catholic Schools (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 10 December 2021 and was determined on the papers.

[3] There are two National Employment Standards (NES) issues that require comment:

- Clauses 4.4.6, 5.8.8, 6.6.2(a) and 6.6.2(b) allow the company to make deductions from an employee in a variety of circumstances. The Agreement does not specify the source of the monies which may be deducted. To the extent that the above clauses allow for a deduction from an employee's NES entitlements (e.g. annual leave), they will be inconsistent with the NES.
- Clause 7.3.4(b) of the Agreement states that an employee cannot take personal/carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than one person to care for the person. This clause appears to be more restrictive than s.96 of the Act which does not place the same limitations on carer's leave.

[4] Clause 1.9.1 of the Agreement acts as an effective NES precedence clause, in that it states that in the event of an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency. As a result of

the NES precedence clause, the above clauses will not apply to the extent that they are inconsistent with the NES.

[5] The Independent Education Union of Australia (IEU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[6] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 30 June 2024.



COMMISSIONER

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**Diocese of Toowoomba  
Catholic Schools**

**TOOWOOMBA CATHOLIC  
SCHOOLS OFFICE**

**ENTERPRISE AGREEMENT  
2021-2024**

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## **PART 1 APPLICATION AND OPERATION**

### **1.1 Title**

1.1.1 This document shall be known as the Toowoomba Catholic Schools Office Enterprise Agreement 2021 - 2024.

### **1.2 Definitions**

In this Agreement:

1.2.1 Administration Officer, shall refer to an Administration Officer employed within the Toowoomba Catholic Schools Office. Administration Officers comprise those roles performing duties and functions requiring:

- a. administrative, clerical, financial, human resource and/or information technology support to ensure the efficient functioning of directorates
- b. operation within a procedural framework
- c. skills, experience and competencies as determined by the Employer.

1.2.2 Administration Officer salary scale, shall refer to the relevant salary scales set out in Schedule 1b of this Agreement.

1.2.3 Act means Fair Work Act 2009 (Cth), as amended or replaced from time to time.

1.2.4 Agreement means the Toowoomba Catholic Schools Office Enterprise Agreement 2021 – 2024.

1.2.5 Casual Employee, shall mean an Employee as defined by section 15A of the Act.

1.2.6 Employee means an Employee covered by this Agreement.

1.2.7 Employer, shall mean the Corporation of the Roman Catholic Diocese of Toowoomba, operating as Diocese of Toowoomba Catholic Schools.

1.2.8 FWC means the Fair Work Commission.

1.2.9 Full-time Employee means an Employee, other than a casual or part-time Employee, who is engaged to work 38 hours per week or an average of 38 hours per week over a fortnight.

1.2.10 Immediate family is defined in section 12 of the Act and means, for the purposes of this Agreement:

- a. a spouse (or former spouse), de facto partner, child, parent, grandparent, grandchild or sibling of the Employee
- b. a child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner of the Employee.

1.2.11 NES means the National Employment Standards.

1.2.12 Ordinary time rate of pay means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week. Ordinary time rate excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

1.2.13 Part Time Employee means an Employee who has a regular pattern of work which is less than 38 hours per week.

- 1.2.14 Personal Leave/Carer's leave is defined in section 97 of the Act and means, for the purposes of this Agreement:
- a. the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee, or:
  - b. to provide care and support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care and support because of:
    - i. personal illness, or personal injury, affecting the member, or
    - ii. an unexpected emergency affecting the member.
- 1.2.15 Primary Carer means the person who assumes the principal position of providing care and attention to a child.
- 1.2.16 Professional Officer, shall refer to a Professional Officer (excluding officers as per clause 1.3.2 of this Agreement) employed within the Toowoomba Catholic Schools Office. Professional Officers comprise those roles performing duties and functions requiring:
- a. application of depth of knowledge and expertise to their specific area of work
  - b. a relevant qualification at least at degree level; or
  - c. equivalent skills, experience and competencies to that of a relevant qualification at degree level or higher as determined by the Employer.
- 1.2.17 Professional Officer salary scale, shall refer to the relevant salary scales set out in Schedule 1a of this Agreement.
- 1.2.18 TOIL means time off in lieu of overtime.
- 1.2.19 TCSO means Toowoomba Catholic Schools Office.
- 1.2.20 Union, shall mean the Independent Education Union of Australia – Queensland and Northern Territory Branch (IEUA-QNT) or any other organisation which is registered pursuant to the *Fair Work (Registered Organisations) Act 2009* and which is eligible to cover an Employee to which this Agreement applies.
- 1.3 **Coverage**
- 1.3.1 Subject to sub clause 1.3.2 this Agreement covers and applies to:
- a. the Employer being the Corporation of the Roman Catholic Diocese of Toowoomba operating as Diocese of Toowoomba Catholic Schools
  - b. Employees employed within TCSO.
- 1.3.2 This Agreement does not apply to:
- a. a TCSO Employee remunerated under the Senior Executive Scale
  - b. a TCSO Employee remunerated under the Senior Leadership Scale.
- 1.4 **Date and Operation of the Agreement**
- 1.4.1 This Agreement shall operate seven days after approval from the Fair Work Commission.
- 1.4.2 This Agreement shall remain in force until 30 June 2024 unless otherwise agreed in terms of the provisions of the Act.
- 1.4.3 Where this Agreement specifies an earlier operative date in relation to a particular provision, then that provision shall operate from that date for all applicable Employees employed at that earlier date.

**1.5 Access to the Agreement**

1.5.1 The Employer will ensure that a copy of this Agreement, and the NES, are readily accessible to all Employees.

**1.6 Conditions not to be Reduced**

1.6.1 No Employee covered by this Agreement shall suffer a reduction in wages or conditions of employment (including entitlements in excess of the minimum prescribed in this Agreement) as a result of the introduction of this Agreement.

**1.7 No Further Claims**

1.7.1 There shall be no further wage increases during the life of this Agreement other than those provided for in clause 6.3.

1.7.2 The Agreement constitutes a closed Agreement in settlement of all matters contained herein for the duration of this Agreement. The parties agree that there will be no further claims in regard to the matters set out herein during the life of this Agreement.

1.7.3 This Agreement may be varied in circumstances where all of the parties genuinely agree that a variation is necessary.

1.7.4 Any agreed variation to this Agreement will be subject to the same consultations and approval process as that used for this Agreement in accordance with the Act.

**1.8 Classification Review**

1.8.1 A classification review will be conducted of all positions covered by the Agreement within the first 12 months of the operative date of the Agreement. TCSO Employees covered by this agreement will have current and accurate role descriptions prior to the commencement of this review.

1.8.2 The Human Resources (HR) Directorate within TCSO will lead the classification review using Cullen Egan and Dell job evaluation methodology and will engage a suitably qualified external organisation in the classification process.

1.8.3 The scope of the classification review will include a comparison with the classification processes adopted by other dioceses across Australia.

1.8.4 The scope of the classification review will also include exploration of the feasibility of a single classification structure for all Employees covered by this Agreement.

1.8.5 An Employee representative group will be established within three (3) months of the Agreement coming into operation as a consultation point on a regular basis throughout the classification review, to be comprised of Administration and Professional Officer representatives from each directorate within the TCSO.

1.8.6 The classification review will acknowledge, where relevant, the outcomes of the School Officer Review in relation to the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023.

1.8.7 All TCSO Employees covered by this Agreement will be classified according to the structure determined by the review.

1.8.8 Full implementation of any updated role descriptions and revised classifications will be ratified from where required backdated to, 12 months from the operative date of the Agreement.

1.8.9 Until the review is completed, TCSO Employees covered by this Agreement will remain on their current classification, unless in the event a reclassification of the Employee's position has occurred in accordance with the existing reclassification protocols, and that reclassification process has resulted in the Employee being reclassified to a different level.

## 1.9 **Application of the National Employment Standards**

1.9.1 This Agreement should be read and interpreted in conjunction with the NES. Where there is any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 1.10 **Agreement Flexibility**

1.10.1 The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a. The agreement deals with one or more of the following matters:
  - i. arrangements about when work is performed
  - ii. overtime rates
  - iii. penalty rates
  - iv. allowances
  - v. leave loading; and
- b. the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph a.; and
- c. the arrangement is genuinely agreed to by the Employer and Employee.

1.10.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- c. result in the Employee being better off overall than the Employee would be if no arrangement was made.

1.10.3 The Employer must ensure that the individual flexibility arrangement:

- a. is in writing; and
- b. includes the name of the Employer and Employee; and
- c. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d. includes details of:
  - i. the terms of the enterprise agreement that will be varied by the arrangement; and
  - ii. how the arrangement will vary the effect of the terms; and
  - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her Employment as a result of the arrangement; and
- e. states the day on which the arrangement commences.

1.10.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.10.5 The Employer or Employee may terminate the individual flexibility arrangement:

- a. by giving no more than 28 days written notice to the other party to the arrangement; or
- b. if the Employer and Employee agree in writing--at any time.

- 1.10.6 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.

## **PART 2 CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS**

### **2.1 Consultative Mechanisms**

- 2.1.1 The parties to this Agreement are committed to the effective implementation of this Agreement.
- 2.1.2 Consistent with the preceding sub clause and consistent with the objectives of the Agreement, a consultative mechanism shall operate to monitor the implementation of this Agreement. The Executive Director (or nominee), supported by a Director, will meet at least once per year with a maximum of two Employee representatives from each of the directorates within TCSO.
- 2.1.3 This consultative committee shall operate within the following guidelines:
- a. the consultative committee shall meet at least once per year
  - b. additional meetings may be called at the discretion of the Employer representative or at the request of at least three Employee members of the consultative committee
  - c. representatives will consult with the group(s) that they represent on matters under consideration
  - d. the consultative committee shall report regularly to all TCSO Employees.

### **2.2 Consultation Regarding Major Workplace Change**

- 2.2.1 Where the Employer has made an in-principle decision to introduce major changes in production, program, organisation, structure and/or to introduce new technology that is likely to have significant effects on Employees, the Employer will notify the Employees who may be affected by the proposed changes and their representative or representatives, if any and the Union.
- 2.2.2 "Significant effects" include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of position opportunities, promotion opportunities or position tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of position. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 2.2.3 If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and advises the employer of the identity of the representative, then the Employer must recognise the representative.
- 2.2.4 Consultation must commence as early as practicable after an in-principle decision has been made by the Employer to make the changes referred to in sub clause 2.2.1.
- 2.2.5 The Employer will consult with the Employees affected and their representatives, if any, in relation to; the introduction of the changes referred to in clause 2.2.1; the effects the changes are likely to have on Employees; and measures to avert or mitigate the adverse effects of such changes on Employees. For the purpose of the consultation, such information will be provided to relevant Employees (and their representative(s)) in writing, however, the Employer is not required to disclose confidential or commercially sensitive information.

- 2.2.6 The Employer will give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes as part of making a final decision.
- 2.2.7 If a term in this Agreement makes provision for a major change referred to in clause 2.2.1, then clauses 2.2.4 to 2.2.6 are taken not to apply.
- 2.2.8 Where an in-principle decision is made by the Employer to contract out work currently being done by an Employee, that decision will be deemed to be a major change as encompassed by this clause. In such circumstances, the Employer will consult with the affected Employee(s) and the Union or representative before a decision on this matter is finalised. Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or Employee leave and does not result in an Employee being disadvantaged.

### 2.3 **Procedures for Preventing and Settling Disputes and Grievances**

The matters to be dealt with in the procedure shall include all grievances or disputes: about matters under the Agreement and the NES; or between an Employee and the Employer in respect to any industrial matter; and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single Employee or to any number of Employees.

- 2.3.1 In the event of an Employee having a grievance or dispute the Employee shall in the first instance attempt to resolve the matter with their manager or supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate line manager, the Employee/s may bypass this level in the procedure.
- 2.3.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 2.3.3 If the grievance or dispute is not resolved under sub clause 2.3.1, the Employee or the Employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place as soon as practicably possible after the request by the Employee or Employee's representative.
- 2.3.4 If the grievance involves allegations of unlawful discrimination by a manager or supervisor, the Employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the line manager concerned. If there is no level of management beyond that involved in the allegation, the Employee may proceed directly to the process outlined at sub clause 2.3.5.
- 2.3.5 If the grievance or dispute is still unresolved after discussions mentioned in sub clause 2.3.4, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the Employer or the Employer's nominated industrial representative. An Employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under sub-clause 2.3.4 will not result in resolution of the dispute.
- 2.3.6 If, after discussion between the parties, or their nominees mentioned in sub clause 2.3.5, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the FWC.
- 2.3.7 FWC may deal with the dispute in two stages:  
a. FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- b. if FWC is unable to resolve the dispute at the first stage, FWC may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

*(Note: if the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.)*

- 2.3.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine workplace safety or Employee wellbeing issue.
- 2.3.9 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.3.10 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the FWC with a view to the prompt settlement of the dispute.
- 2.3.11 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.
- 2.3.12 So as to remove doubt, the parties record that the reference to disputes or grievances in respect to any industrial matter includes disputes or grievances in relation to whether the Employer had reasonable business grounds for refusing a request under the NES for flexible working arrangements or an application to extend unpaid parental leave.

## 2.4 **Union Members and Union Representatives**

- 2.4.1 Meetings of Union members who are employed under this Agreement may be held on the Employer's premises at times and places reasonably appropriate to both Union members and the Employer.
- 2.4.2 The Employer agrees to provide access for workplace Union representatives to the use of communication equipment, for the purposes of carrying out their Union workplace responsibilities. Such access will be in accordance with the local arrangements for all Employees at TCSO for the use of this equipment.
- 2.4.3 The Employer agrees to provide reasonable opportunity for workplace Union representatives to consult with Employees on workplace matters and enterprise bargaining issues. Such consultation shall not withdraw an Employee from any scheduled work activity which fulfils part of their workplace duties.

## 2.5 **Equal Employment Opportunity**

- 2.5.1 The Employer values fairness, equity and diversity and is committed to upholding the principles of Equal Employment Opportunity (EEO) to ensure a workplace free from any unlawful discrimination and/or harassment.
- 2.5.2 The Employer seeks to ensure that policies and procedures pertaining to recruitment and selection processes provide equal opportunity for all Employees. To this end all appointments shall be based on merit, skills, relevant experience, qualifications and relevant legislation.

## 2.6 **Affirmative Employment of the Disabled**

- 2.6.1 TCSO is inclusive of employees who are competent, able to fully carry out required employment tasks and are disabled.

- 2.6.2 The Employer commits, where two (2) or more applicants for a position are of substantially equal merit, and one is a person with a disability, to choose the applicant with disability, as a means of enhancing opportunity for people with disability.

### **PART 3 GENERAL CONDITIONS FOR ALL EMPLOYEES**

#### **3.1 Types of Employment**

- 3.1.1 Employees under this Agreement will be employed in one of the following categories:
- a. full-time employment
  - b. part-time employment
  - c. casual employment; or
  - d. fixed-term employment.

#### **3.2 Part Time Employment**

- 3.2.1 At the time of engaging a part-time Employee, the Employer and Employee must agree in writing on all of the following to support the continued operational effectiveness of the Employer:
- a. the number of hours to be worked each day; and
  - b. the days of the week on which the Employee will work; and
  - c. the times at which the Employee will start and finish work each day.

- 3.2.2 Variations to the usual starting and finishing times of ordinary hours worked by part-time Employees may occur by the mutual agreement of the Employee and their manager or supervisor or by the Employer providing two weeks' notice of the change.

- 3.2.3 A part time Employee must be engaged for a minimum of three consecutive hours.

#### **3.3 Casual Employment**

##### **3.3.1 Casual Loading**

- a. The casual loading payable to relevant Employees will be an additional 25% of the Employee's hourly rate of pay unless varied within the life of this Agreement by a general ruling of the Fair Work Commission. Casual loading is paid in lieu of personal or annual leave.
- b. A casual Employee cannot be directed to perform duties in excess of those for which the Employee is paid.

- 3.3.2 A casual Employee will be engaged for a minimum of three consecutive hours per engagement

- 3.3.3 A casual Employee will be employed for a maximum period of 20 working days on any one engagement. The minimum hours of each engagement shall be three consecutive hours.

#### **3.4 Casual Conversion**

- 3.4.1 Subject to section 66C of the Act, the Employer must make an offer to convert a casual Employee to full-time or part-time employment if:
- a. the Employee has been employed by the Employer for a period of 12 months beginning the day the employment started; and
  - b. during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).

- 3.4.2 An offer made under sub clause 3.4.1 must be in accordance with section 66B of the Act.
- 3.4.3 A person engaged as a regular casual Employee may request that their employment be converted to full-time or part-time employment.
- 3.4.4 A regular casual Employee is a casual Employee who has been employed with Toowoomba Catholic Schools for a period of 12 months and in the six months prior to the request for casual conversion has worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of the Agreement.
- 3.4.5 A regular casual Employee who has been employed with Toowoomba Catholic Schools for a period of 12 months and has worked equivalent full-time hours over the preceding period of six months' casual employment may request to have their employment converted to full-time employment.
- 3.4.6 A regular casual Employee who has been employed with Toowoomba Catholic Schools for a period of 12 months and who has worked less than equivalent full-time hours over the preceding period of six months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 3.4.7 Any request must be in writing and provided to the Employer.
- 3.4.8 Where a regular casual Employee seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- 3.4.9 Reasonable grounds for refusal include that:
- a. it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee
  - b. it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months
  - c. it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months
  - d. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- 3.4.10 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 3.4.11 Where the Employer refuses a regular casual Employee's request to convert, the employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made.
- 3.4.12 If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under clause 2.3 of the Agreement.
- 3.4.13 Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment, the Employer and Employee must discuss and record in writing the form of employment to which the Employee will convert – that is, full-time or part-time employment.

- 3.4.14 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 3.4.15 Once a casual Employee has converted employment, the Employee may only revert to casual employment with the written agreement of the Employer.
- 3.4.16 A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation to casual conversion.
- 3.4.17 There is no obligation for a regular casual Employee to convert employment, nor permits the Employer to require a regular casual Employee to so convert.
- 3.4.18 There is no requirement for the Employer to increase the hours of a regular casual Employee seeking conversion to full-time, part-time or term-time employment.

### 3.5 **Fixed Term Employment**

- 3.5.1 An Employee can be employed on a fixed-term basis if there is an identifiable need for the position, for example:
- a. special projects
  - b. short term funding
  - c. filling the position of a specified Employee who is on nominated leave from their position.

*Please note the above list is not exhaustive and is intended as a guide.*

- 3.5.2 Fixed term Professional Officer positions shall be reviewed during the last six months of employment in that position if the contract is for three years or more. Such review will determine whether the position will become a continuing position or remain as a fixed term appointment.

### 3.6 **Contract of Employment**

- 3.6.1 The Employer shall provide the Employee with a contract of employment which sets out the terms of appointment stating type of appointment, the position classification, the rate of pay as at appointment and other conditions of employment.

### 3.7 **Role Description**

- 3.7.1 Employees at the commencement of their employment and on subsequent appointments, will be provided a copy of a Role Description which reflects their current duties and responsibilities.

### 3.8 **Work Organisation**

- 3.8.1 The Employer may direct an Employee to carry out such duties as are reasonable within the limits of the Employee's skill, competence and training, consistent with the classification structure within this Agreement. Any direction issued by the Employer shall be consistent with the Employer's responsibilities to provide a safe and healthy work environment.

### 3.9 **Level Increments**

- 3.9.1 Employees are appointed to a position at the appropriate level within the classification structure and will commence at step 1 of that level.
- 3.9.2 Once appointed to a position, an Employee shall progress, subject to satisfactory performance, by annual increments after each year of service through the steps of that particular level.

- 3.9.3 For the purposes of progression of part time Employees, and for the purposes of sub-clause 3.9.2, 1976 hours shall be deemed to be equivalent to a year of service.
- 3.9.4 Notwithstanding the provisions of clauses 3.9.1, 3.9.2 and 3.9.3, an Employee may be appointed at a higher step of the classification level applicable to the position, with due consideration of the Employee's relevant skills, knowledge and experience based on years of service in similar role(s), and the salary which the appointee was in receipt of immediately preceding acceptance of appointment to the position. These considerations must be initiated by the Employer in consultation with the Employee as part of the contract process, and final approval is at the discretion of the Executive Director: Catholic Schools.
- 3.10 **Recognition of Service**
- 3.10.1 Recognition of years of service for incremental purposes within the relevant classification may, where deemed industry relevant and applicable, include previous service with other Employers outside of the education system or in potentially different but relevant roles.
- 3.10.2 An Employee may make application for recognition of previous service with another Employer or in a different role to their current position with TCSO. The recognition of this other service will be based upon demonstrated relevance to the work of the position to which the Employee has been appointed.
- 3.10.3 Employees will be required to provide the Employer with timely advice along with supporting documentary evidence of relevant employment service which would be relevant to determining the Employee's step within the classification level aligned to the role.
- a. If an Employee does provide supporting documentary evidence regarding previous relevant service within six months of commencement in the role with the Employer, payment for any adjustment will be effective from the date of commencement in the role with the Employer.
  - b. If an Employee does not provide supporting documentary evidence regarding relevant service within six months of commencement in the role, then any payment relating to that service will be applied from the date of receipt of documentary evidence from the Employee.
- 3.10.4 The provision of documentary evidence of previous employment as an Employee will be the responsibility of the Employee. Documentary evidence should include a Statement of Service.
- 3.10.5 The Statement of Service should:
- a. be an original or certified copy of an original document
  - b. be provided on the official letterhead of the Employer and it must be signed and dated by the Employer or an authorised person
  - c. specify the position held
  - d. specify the period of employment
  - e. specify the exact nature of the employment e.g. full-time, part-time, casual, etc., and provide a detailed description of the relevant duties performed
  - f. detail whether the employment was part-time – and if so the number of hours worked per week or their full-time equivalent, or the total number of hours paid for the total period of employment
  - g. detail whether the employment was casual – and if so the total number of hours paid for the total period of employment
  - h. specify whether any leave without pay was taken and the period when this leave without pay occurred. If no periods of leave without pay were taken, the statement must show that 'no leave without pay was taken'.

3.10.6 Only service in the ten years prior to the date of application will be considered for recognition in accordance with clause 3.10.

**3.11 Reclassification Process**

3.11.1 An Employee may request a reclassification of their position. Such a request may be made either in relation to the classification level of an existing position or where the classification level of the position has been changed. Except in exceptional circumstances no Employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12 month period.

3.11.2 The Employee shall make any such request for reclassification, in writing, to the Employer. The request will contain the following:

- a. a description of the work performed by the Employee
- b. the Employee's assessment as to whether the role description is accurate and any substantiating reasons for that assessment
- c. information comparing the work performed and the characteristics, skills and duties, and criteria prescribed by this Agreement for the respective levels
- d. the identity of persons who support the subject Employee's application for review; and
- e. other material as appropriate.

An Employee may be assisted and/or represented in preparing and presenting the material identified in paragraphs a. to e. above.

3.11.3 The Employer shall consider the Request for Reclassification and notify the Employee in writing of the decision regarding the Employee's request. The Employer's decision will be conveyed to the Employee within 60 calendar days of the Employee submitting the Request for Reclassification. In circumstances where a request for reclassification of an Employee's position is received by the Employer in December, the Employer's decision will not be required to be conveyed to the Employee before the last day in February of the following year.

3.11.4 If after receiving the Employer's notification, the Employee believes that their position has not been classified at the correct level, the Employee may apply for a review of that decision. In this case the Employee shall make written application for a review of Employer decision to the Employer (Review of Classification application).

3.11.5 Where the Employer receives a Review of Classification application, with Employee consent, the Employer shall advise the Union in writing that an application has been received.

3.11.6 A joint panel review of the classification by the Union and the Employer shall then take place. The person/s representing the Union and the Employer will, wherever practicable, have substantial experience in the classification of positions. Further, wherever practicable, the person who made the original decision in relation to the classification will also be involved. The joint panel will include a member with knowledge and understanding of the relevant position.

- a. Subject to paragraph b. below, when determining the merits of a decision made by the Employer related to a Request for Reclassification, the consideration of the Joint Review Panel will be limited to the material identified at 3.11.2.
- b. Where an Employee has identified another person as supporting their application, the joint review panel may interview that other person as part of the review process.

3.11.7 The joint panel review will seek to reach a consensus position. The Employee will be advised in writing of the outcome of this review.

3.11.8 If an agreed outcome cannot be reached between the Employer and the Union, then the Employee may refer the matter to the FWC in the terms of the Procedures for Preventing and Settling Disputes and Grievances.

### 3.12 **Hours of Work**

3.12.1 The hours of work for Employees shall be as follows:

- a. the ordinary hours of work for an Employee shall not exceed 38 hours per week
- b. such ordinary hours of work shall be worked continuously (except for meal breaks and rest pauses) between the spread of 7.00am and 6.00pm on Mondays to Fridays inclusive
- c. the normal starting and finishing times of ordinary hours for each role will be established at point of engagement.

3.12.2 Variations to the usual starting and finishing times of ordinary hours worked may occur by the mutual agreement of the Employee and their manager or supervisor or by the Employer providing two weeks' notice of the change.

3.12.3 Where an Employee is required to work additional hours as a result of workload, a discussion shall occur between the Employee and their manager or supervisor as to how their workload can be best managed. This may involve re-distribution of specific tasks and/or prioritisation of work.

### 3.13 **Flexible Hours**

3.13.1 It is recognised that Employees may be required to work hours above and beyond, or outside of, their usual hours of work, particularly in times of peak workload and/or to travel as part of their role.

3.13.2 A flexible approach to managing work hours and workload will be agreed and adopted between the Employer and Employee, recognising the varying circumstances of each Employee.

3.13.3 This flexible approach is guided by the following principles:

- a. the TCSO exists to support and lead the work of schools
- b. service provision to schools is guided by the Toowoomba Catholic Schools (TCS) Strategic Plan and Directorate Strategies
- c. all roles, and particularly those which have direct, regular contact with schools, can expect to be subject to changing priorities
- d. ways of working is determined firstly according to whole-of-office or whole-of-directorate interests and then by individual preferences
- e. there will be times when all Employees are expected to be present in the office
- f. Employees are generally not expected to work above and beyond the hours of duty of their role
- g. the management of Employee workload is a shared responsibility between the Employer and Employee
- h. flexibility in working arrangements may vary according to role, including the ability to work from home or at other locations as approved between the Employer and Employee.

3.13.4 Where an Employee is required to work at times outside of their usual work hours, the Employee may negotiate changes to their hours of duty with their manager or supervisor. These discussions shall occur prior to the Employee undertaking the additional hours or as soon as possible after the additional or varied hours have been worked.

*For example, an Employee who usually works between 8:30am and 5pm may be required to attend work at 7:30am for a meeting on a particular day. The Employee may negotiate with their manager or supervisor to leave work earlier than their normal finish time on that day or another mutually agreeable day.*

- 3.13.5 Where discussions in relation to workload result in additional hours worked, a flexible approach to recognise this additional work shall be adopted.

*For example, an Employee may work additional hours over a planned period of time and request to perform some of this work from home if possible, and/or to negotiate to take mutually agreed time off from work in recognition of the additional hours worked.*

- 3.13.6 The Director: Human Resources, or delegate, ensures that a consistent approach is taken with variation to normal working arrangements.

### 3.14 **Change to Regular Roster or Ordinary Hours of Work**

- 3.14.1 If the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees:

- a. the Employer must notify the relevant Employees of the proposed change; and
- b. clauses 3.14.2 to 3.14.5 apply. The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

- 3.14.2 If:

- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b. the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

- 3.14.3 As soon as practicable after proposing to introduce the change, the Employer must:

- a. discuss with the relevant Employees the introduction of the change; and
- b. for the purposes of the discussion – provide to the relevant Employees:
  - i. all relevant information about the change, including the nature of the change; and
  - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- c. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 3.14.4 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 3.14.5 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

### 3.15 **Rest Pauses and Meal Breaks**

- 3.15.1 An employee who works more than four ordinary hours in any one day shall be entitled to an unpaid meal break of not less than half an hour and not more than one hour per working day.

- 3.15.2 Full-time employees shall receive a paid rest pause of ten minutes duration in the first half and the second half of each day worked.

- 3.15.3 Employees other than full-time who work a minimum of three consecutive ordinary hours but less than six consecutive ordinary hours on any one day shall receive a paid rest pause of ten minutes duration. Employees who work six consecutive ordinary hours (excluding the unpaid meal break) or more on any one day shall receive a paid rest pause of ten minutes duration in the first half and the second half of the period worked.
- 3.15.4 Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 3.15.5 Notwithstanding the foregoing, where the Employer and the Employees agree the rest pauses may be combined.

### 3.16 **Travel**

- 3.16.1 It is acknowledged that many Employees within TCSO are required to travel to work remotely in order to fulfill their work in leading and supporting schools and this work often requires Employees spending multiple nights away from home.
- 3.16.2 Travel requirements will be managed in accordance with the relevant TCS and TCSO policies, procedures and guidelines.
- 3.16.3 Travel is to be undertaken in ordinary working hours unless otherwise negotiated through the usual process to vary ordinary working hours.
- 3.16.4 Where an Employee is required to travel in the course of employment, the Employer will meet all reasonable costs associated with that travel in accordance with the relevant TCS and TCSO policies, procedures and guidelines.
- 3.16.5 Per diem rates will be paid to employees for each night they are required to be away from home for work purposes and are paid in lieu of reimbursement of all meal and incidental costs.
- 3.16.6 The Employer will provide a per diem payment for the separate costs of breakfast, lunch and dinner on each day that an Employee is required to travel overnight for work, provided that:
- a. on the first day of travel an Employee is eligible for a per diem payment for dinner only
  - b. an Employee is eligible for a per diem payment for dinner on the last day of travel only if the Employee returns home after 7pm
  - c. an Employee is not eligible for a per diem payment for a meal if a meal has been provided at no cost to the Employee.
- For example: An Employee leaves the TCSO at 3pm on Monday to travel to Brisbane for two nights to attend a conference, where lunch is provided at the conference. The Employee will return to the TCSO on Wednesday at 10:30am. The Employee would be eligible to claim per diem payments for dinner on Monday, breakfast and dinner on Tuesday, and breakfast on Wednesday.*
- 3.16.7 The per diem rate is calculated as 80% (rounded to nearest 50 cents) of the High cost country centre reasonable amount listed in Table 1 within the Australian Taxation Office reasonable travel allowance guidelines, currently TD 2021/6 as at the date of preparing this Agreement.
- 3.16.8 The per diem rate will be increased annually on 1 July of the respective year to align with the updated taxation determination.

- 3.16.9 With respect to Employees who undertake significant work-related travel responsibilities – in excess of nine overnight stays per annum – the arrangements shall also apply as detailed in clause 3.16.10.
- 3.16.10 An Employee whose Employer directed work commitments require them to spend more than nine nights away from home in one calendar year, on approved business, shall be entitled to time-in-lieu in accordance with the following.
- a. For the tenth and subsequent nights spent away from home on approved business in one calendar year, an Employee shall be eligible for time-off-in-lieu (TOIL).
  - b. The TOIL shall be calculated at 7.6 hours for every five nights away from home (that occur subsequent to the ninth night), provided that no pro-rata entitlement will apply to partial accruals.
  - c. TOIL accruals shall be taken by the Employee in school vacation periods unless otherwise agreed between the Employee and their manager or supervisor.
  - d. A maximum of 38 hours (non-cumulative) TOIL would normally be accrued in one calendar year (i.e. a total of thirty four (34) nights away from home).
  - e. Should an Employee, over the course of one (1) calendar year exceed the number of nights away from home stated in sub clause 3.16.10 d., a discussion must occur with their manager to determine the reason and purpose for this travel.
  - f. All accrued TOIL shall be taken prior to the end of the calendar year (in which the TOIL was accrued) with the new calendar year commencing with a zero balance.
- 3.16.11 For the purposes of these arrangements, a “night away from home” shall mean the Employee is required by the Employer to be away from their home for the entire period between 6.00pm on one day and 6.00am the following day.
- 3.16.12 Employer directed work commitments do not include attendance at professional development activities including conferences and workshops in circumstances where the Employee has made application to attend.
- 3.16.13 Employees will continue to have access to negotiate a flexible working arrangement in accordance with the arrangements set out in this Agreement.
- 3.17 **Flexible Working Arrangements**
- 3.17.1 The Employer acknowledges the changes in societal demands and the changing demographic of the profession.
- 3.17.2 Flexible working arrangements may be accessible in the following circumstances for an Employee who:
- a. cares for elderly parents, cares for grandchildren or cares for a child who is of school age or younger; or
  - b. is a carer within the meaning of the *Carer Recognition Act 2010*; or
  - c. has a disability; or
  - c. is 55 years of age or older; or
  - d. is experiencing violence from a member of their family; or
  - f. provides care or support to a member of their immediate family or household who requires this as a result of domestic or family violence.
- 3.17.3 Employees with 12 months of service with the Employer are able to make written application for flexible working arrangements.
- 3.17.4 The NES pursuant to section 65 of the *Fair Work Act 2009*, outlines:
- a. the rights and obligations of an Employee (including regular casuals) to make a request for a change in working arrangements; and

b. the Employer's obligation to respond to the request within 21 days.

3.17.5 A request made by an Employee must include details of the period of time that the change in working arrangements is sought to apply.

3.17.6 In giving consideration to the Employee's application to move to a flexible working arrangement, the Employer will take into account the following:

- a. the particular circumstances of the Employee that gives rise to the application
- b. the impact of the refusal of the application may have on the Employee and their family
- c. the operational requirements of the Employer including the Employer's capacity to reorganise work arrangements and secure competent replacement staff.

3.17.7 Flexible working arrangements shall not be unreasonably refused by the Employer.

3.17.8 For the avoidance of doubt, this provision (clause 3.17) does not limit the entitlement of an Employee to be able to request part-time work to assist the Employee to care for the child if the Employee:

- a. is a parent and has the responsibility for the care of a child; or
- b. is returning to work after taking leave in relation to parental leave.

3.17.9 Where a flexible working arrangement request has been approved by the Employer, the Employer, in consultation with the Employee, will give consideration to creating a temporary position to accommodate and backfill that flexible working arrangement. Should a temporary position not be feasible in all of the circumstances the employer and employee will agree on appropriate workload distribution.

### 3.18 **Induction**

3.18.1 An induction program shall be implemented for all Employees and shall include as a minimum:

- a. provision and overview of position and associated role description with the manager or supervisor
- b. identification of lines of support and contact persons
- c. provision of materials relevant to the ethos and mission of the Employer
- d. provision of documents relevant to policies and procedures of the Employer
- e. provision of documentation and training consistent with workplace health and safety requirements specific to the duties undertaken by the Employee
- f. provision of information relevant to incentives and salary packaging options.

### 3.19 **Professional Development and Training**

3.19.1 The Employer and Employees accept a shared responsibility for the negotiation of a program of relevant professional development linked to performance appraisal outcomes and goals and the mission and objectives of TCSO.

3.19.2 In the context of the mission and objectives of TCSO, and consistent with performance appraisal outcomes, the Employer and Employee shall determine and each year the Employee shall undertake professional development as reasonably approved by the Employer. Where appropriate, Employees may also undertake professional development in their own time.

3.19.3 Employer directed professional development programs (including online or e-learning sessions) shall be included in the Employee's quantum of maximum ordinary hours where reasonable.

- 3.19.4 In determining the provision of an annual program of Employer provided professional development, the Employer shall ensure where relevant and appropriate that Employees have access to accredited and industry recognised professional development with the express purpose of building the skills, knowledge and expertise of Employees relevant to their current position.
- 3.19.5 Employer directed professional development and training shall be conducted where possible in ordinary working hours. Where professional development is directed outside ordinary hours (including reasonable travel time), the Employee will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or may receive payment at the ordinary hourly rate.
- 3.19.6 For the purposes of calculating the TOIL, or the payment, prescribed by sub clause 3.19.5, an Employee may be required to travel for up to one hour each way in their own time. Hence, up to one hour of travel time (each way) may not be subject to the granting of TOIL or payment.
- 3.19.7 For the purposes of sub clauses 3.19.5 and 3.19.6, "Employer directed professional development" shall not include professional development including conferences and workshops in circumstances where the Employee has made application to attend.

### 3.20 **Professional Development - Industrial Relations**

- 3.20.1 The Employer recognises the value of Employees gaining a better understanding of industrial relations within the Employer's operations, and in particular, a better understanding of the industrial instruments and industrial issues impinging upon the working life of the Employees.
- 3.20.2 As part of the TCSO commitment to, and consistent with the Professional Development Guidelines, an Employee shall be entitled to apply for leave to attend courses and seminars conducted by the Union or specific Union training courses in matters such as those listed below:
- a. Single Bargaining Unit and preliminary Enterprise Bargaining training
  - b. Negotiating at the Office level
  - c. Office Chapter Representative training
  - d. Office Consultative Committee training.

### 3.21 **Appraisal**

- 3.21.1 The Employer and Employee acknowledge that a process of self-appraisal, validation and affirmation provides an occasion to identify strengths and opportunities, set goals and identify professional development needs.
- 3.21.2 Employees shall cooperate and engage with the appraisal of the performance of duties and responsibilities process to identify strengths and opportunities, set goals and identify professional development needs.
- 3.21.3 The Employee will be required to participate in a probationary performance meeting prior to completion of the probationary period.
- 3.21.4 The Employee will be required to participate in a process of professional development and review on a minimum annual basis.

### 3.22 **Unsatisfactory Performance**

Where the Employer identifies it as necessary, the Employee may be subject to a Performance Improvement Process in accordance with the relevant TCS policies, procedures and guidelines to address diminished performance.

### 3.23 **Work Health and Safety**

- 3.23.1 The Employer will continue to implement strategies to promote a healthy and safe workforce.
- 3.23.2 The Employer and Employees aim to create and maintain a safe working environment and to fulfil their requirements under state and federal legislation.
- 3.23.3 Work Health and Safety strategies will continue to be reviewed and further guidelines developed as required within the life of this Agreement.
- 3.23.4 From the operative date of this agreement, the Employer will establish a Joint Working Party for the purpose of reviewing current processes in place for monitoring workload and hours of work, with due consideration of relevant employment factors. The Joint Working Party will also look to enhance and improve current workload management processes and make recommendations to the Executive Leadership Team that seek to improve Employee wellbeing within TCSO.

### 3.24 **Workplace Wellbeing**

- 3.24.1 TCSO is committed to providing initiatives, flexibility and conditions to support Employee health and wellbeing. It is acknowledged this is a dual process and Employees are encouraged to self-manage work life balance.

The Employer acknowledges that the prevention and management of workplace stress supports a safe and healthy work environment and as such will continue to assess the work environment for systems and practices that may lead to negative work stress response and deploy preventative and mitigation measures accordingly.

The Employer acknowledges a commitment to the following practices to support a healthy workplace:

- a. respect for the dignity of each Employee
  - b. regular feedback and recognition of performance
  - c. clear goals for Employees in line with organisational goals
  - d. Employee input, where appropriate, into decision-making and career progression; and
  - e. consistent and fair management actions.
- 3.24.2 The Employer will review on an annual basis the suitability of work environment. Where appropriate and necessary, steps will be taken to ensure that the workplace environment does not have a negative impact on an Employee's health and productivity. Consultation with Employees in the review of their work environment will occur.

### 3.25 **Breast-feeding and Expressing Facilities**

- 3.25.1 An Employee on parental leave shall advise the Employer of their intention to continue breastfeeding prior to their return to work, in order to initiate constructive dialogue regarding the specific considerations (with reference to sub clause 3.25.2 below) they may require of their Employer to enable them to do this.
- 3.25.2 The Employer will, upon request, provide a private and secure area for the purpose of breastfeeding and/or expressing and storing milk separate to communal Employee facilities.

### 3.26 **Workplace Bullying and Harassment**

- 3.26.1 The Employer will ensure workplace bullying and harassment policies and procedures exist.

3.26.2 The policy and procedures will be made available to all Employees via the TCS intranet.

3.27 **Redundancy**

3.27.1 Redundancy occurs when an Employer has made a definite decision that the Employer no longer wishes the position the Employee has been doing to be done by anyone and that decision may lead to termination of the Employee's employment, except where this is due to ordinary and customary turnover of labour.

3.27.2 Consultation before Termination

- a. Consultation shall take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of sub clause 3.27.1 and shall cover the reasons for the proposed termination/s, measures to avoid or minimise the terminations and/or their adverse effects on the Employee or Employees concerned.
- b. For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the Employee or Employees concerned and, where relevant, their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out; provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

3.27.3 Transfer to Lower Paid Duties

- a. Where an Employee is transferred to lower paid duties for reasons set out in sub-clause 3.27.1 the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under sub clause 3.27.4 and sub clauses 4.4 and 5.9.
- b. The Employer may, at the Employer's option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate and the new ordinary time rate for the number of weeks of notice still owing.

3.27.4 Notice Period

An Employee whose employment is terminated under the provisions of clause 3.27 shall be entitled to the following notice periods:

- a. for Professional Officers a period of three months will be provided
- b. for Administration Officers the following notice period will be provided

<b>Period of continuous service</b>	<b>Minimum notice period</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- c. Administration Officers aged over 45 years who have completed at least two years of service with the Employer when they receive notice of redundancy will be provided an additional week of notice.

3.27.5 Redundancy Pay

- a. Where an Employee's employment is to be terminated due to redundancy, the Employer (subject to an application and further order of the FWC), in addition to the period of notice prescribed for termination in sub clause 3.27.4, will pay the following redundancy pay in respect of a continuous period of service.

Period of Continuous Service	Redundancy Pay (weeks' pay)
Less than 1 year	nil
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	7
At least 4 years but less than 5 years	8
At least 5 years but less than 6 years	10
At least 6 years but less than 7 years	11
At least 7 years but less than 8 years	13
At least 8 years but less than 9 years	14
At least 9 years	16

*To remove any doubt, the period of continuous service for the purposes of calculating redundancy pay includes previous service on a fixed term appointment, provided there has been no break in service between the fixed term appointment(s) and the current continuing (permanent) appointment.*

- b. "Weeks' Pay" means the ordinary time rate of pay for the Employee concerned; provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

3.27.6 Time off During Notice Period

- a. Where a decision has been made to terminate an Employee in the circumstances outlined in sub clause 3.27.1, the Employee must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b. If the Employee has been approved paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

3.27.7 Notice to Centrelink

An Employer must provide written notice to Centrelink as required by section 530 of the Act.

3.27.8 Employee Leaving During Notice

An Employee whose employment is terminated for reasons set out in sub clause 3.27.1 may terminate such employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had such Employee remained with the Employer until the expiry of the notice; provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

3.27.9 Alternative Employment

Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in sub clause 3.27.5 if the Employer obtains acceptable alternative employment for an Employee.

3.27.10 Employees With Less Than One Year's Service

Clause 3.27 shall not apply to Employees with less than one year's continuous service and the general obligation on the Employer should be no more than to give relevant Employee an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employee of suitable alternative employment.

- 3.27.11 Employees Exempted  
Sub clause 3.27 shall not apply:
- a. where employment is terminated as a consequence of serious misconduct or other grounds that justify instant dismissal on the part of the Employee; or
  - b. to an Employee engaged for a specific period or task(s); or
  - c. to a casual Employee.
- 3.27.12 Transmission of Business
- a. Where a business is transmitted from an Employer (called the “transmitter”) to another Employer (called the transmittee), and an Employee who at the time of such transmission was an Employee of the transmitter of the business, becomes an Employee of the transmittee:
    - i. the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and
    - ii. the period of employment which the Employee has had with the transmitter or any prior transmitter shall be deemed to be service of the Employee with the transmittee.
  - b. In sub clause 3.27.12, “*business*” includes trade, process, business or occupation and includes part of any such business. “*Transmission*” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “*transmitted*” has a corresponding meaning.
- 3.27.13 Exemption where Transmission of Business
- a. The provisions of sub clause 3.27.5 are not applicable where a business is transmitted from an Employer (transmitter) to another Employer (transmittee), in any of the following circumstances:
    - i. where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmitter, and any prior transmitter, to be continuous service of the Employee with the transmittee; or
    - ii. where the Employee rejects an offer of employment with the transmittee:
      - A. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter; and
      - B. which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

## **PART 4 CONDITIONS SPECIFIC FOR PROFESSIONAL OFFICERS**

### **4.1 Definition of Professional Officer**

- 4.1.1 Professional Officers comprise those roles performing duties and functions requiring:
- a. application of depth of knowledge and expertise to their specific area of work
  - b. a relevant qualification at least at degree level; or
  - c. equivalent skills, experience and competencies to that of a relevant qualification at degree level or higher as determined by the Employer.

### **4.2 Classification of Professional Officer Positions**

- 4.2.1 Upon appointment or upon establishment of a position the Professional Officer role description shall be classified by the Employer in accordance with an appropriate work value methodology that reflects an educational and service organisation. The Employee will be appointed to the level within the relevant TCSO salary scale (Schedule 1a) that

accords with the outcomes of the methodology. A copy of the role description will be provided to the Employee at appointment.

### 4.3 Higher Duties

4.3.1 Employees who are appointed, for four consecutive weeks or more, to undertake a level of responsibility equivalent to a professional position which is classified at a higher level in accordance with the salary scale set out in Schedule 1a, shall receive the salary appropriate to that position.

4.3.2 The quantum of consecutive weeks, outlined in sub clause 4.4.1, may be changed to a minimum of two consecutive weeks, at the discretion of the Executive Director: Catholic Schools.

4.3.3 The Employee who is undertaking the higher duties responsibility shall be paid at the first step appropriate to the classification level of the position for which they are undertaking.

4.3.4 The Employer will give consideration to the backfilling of the higher duty position as a professional development opportunity. Where backfilling does not occur, the Employer and Employee will agree on appropriate distribution of tasks to ensure no unreasonable additional workload occurs for other Employees.

### 4.4 Termination of Employment

4.4.1 Written notice of three months shall be given by the Employer on the termination of employment of the Employee.

4.4.2 The period of notice shall not apply to any Employee dismissed for serious misconduct and in such case, salary will be paid up to time of dismissal only.

4.4.3 Employees shall give notice of termination to the Employer based on the following periods of service.

Length of service	Period of notice
Not more than 1 year of continuous service	1 week
More than 1 year but not more than 3 years of continuous service	2 weeks
More than 3 years but not more than 5 years of continuous service	3 weeks
More than 5 years of continuous service	4 weeks

4.4.4 Payment in lieu of notice for all or part of the notice period may be paid by the Employer to the Employee where negotiated.

4.4.5 A termination payment to an Employee shall be paid through an Employee's existing banking arrangements by no later than the date of the next full pay period after termination.

4.4.6 If an Employee fails to give notice the Employer shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate for the period of notice. Provided that employment may be terminated by part of the period of notice specified and part withholding of wages in lieu thereof.

### 4.5 Additional Leave Entitlement

4.5.1 It is recognised that in some circumstances of peak workload, work demands are such that negotiating a flexible approach to work hours may be challenging for the Employee. In recognition of these hours worked, Professional Officers are provided with an Additional Leave Entitlement of five days paid leave per year over and above other paid leave entitlements. This Additional Leave Entitlement is non-cumulative and will not have any leave loading applied.

## **PART 5 CONDITIONS SPECIFIC FOR ADMINISTRATION OFFICERS**

### **5.1 Definition of Administration Officer**

- 5.1.1 Administration Officers comprise those roles performing duties and functions requiring:
- a. administrative, clerical, financial, human resource and/or information technology support to ensure the efficient functioning of directorates
  - b. operation within a procedural framework
  - c. skills, experience and competencies as determined by the Employer.

### **5.2 Classification of Administration Officer Positions**

- 5.2.1 The Employer shall determine the classification of an administration position through the following process:
- a. an analysis is to be undertaken to establish the skills, responsibilities and attributes required for each identified position and a role description developed for each position
  - b. each position is classified by reference to the classification criteria set out in clause 5.3 using the role description developed in accordance with sub clause 5.2.1 a.
  - c. Employees are appointed to a position at the appropriate level within the structure and to a step within the level according to experience based on years of service.

### **5.3 Classification Criteria**

- a. Classification criteria detailed in schedule 2 are guidelines to determine the appropriate classification level and consist of position characteristics including typical duties, skills and attributes.
  - b. The characteristics are the principle guide to classification as they are designed to indicate the level of base knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability and the level of supervision required for the position. Characteristics will articulate minimum qualification and or training required to undertake a position. The characteristics of a level must be read as a whole to gain an understanding of the position and the performance and outcome required. Isolated characteristics should not be used to justify the classification of a position.
  - c. The typical duties and skills are a non-exhaustive list of duties and skills that may be comprehended within the particular level. They reflect the competencies of a particular level. They are an indicative guide only and at any particular level Employees may be expected to undertake duties that are considered reasonable. Employees at any particular level may perform/utilise one such duty/skill or many of them depending on the particular work allocated to them. Typical duties/skills should not be used as the primary determinant in classifying Employees but may be useful if the characteristics of a level cannot be easily applied in an individual instance.
- 5.3.1 Some of the characteristics have been included in the typical skills/duties at each level. Where there is inconsistency between the characteristics and the typical skills/duties, the characteristics will prevail over the typical skills/duties.
- a. The key issue to be looked at in classifying an Employee is the level of initiative, responsibility/accountability, competency and skill that an Employee is required to exercise in performing the Employee's work within the parameters of the characteristics, read as a whole, of the position.
  - b. It should be noted that some typical duties/skills appear at one level only while others appear at more than one level. Because of this, the classification or reclassification of a position needs to be done by reference to the specific characteristics of the level. As an example, because an Employee may be utilising a skill comprehended at a higher level than that to which the Employee has been appointed, the Employee

assumes the level of initiative, accountability/responsibility, skill and competency envisaged by the characteristics of the higher level.

5.3.2 If at any time an Employee or an Employer considers that the skills and responsibilities as required by the Employer for a position have altered or do not reflect the classification determined, a review of the classification applicable to the position will be undertaken in accordance with sub clause 3.11.

#### 5.4 **Casual Administration Officer**

A casual Administration Officer will be employed for a maximum period of 20 working days on any one engagement. The minimum hours of each engagement shall be three consecutive hours.

#### 5.5 **Higher Duties**

- a. The Employer may require an Administration Officer to act temporarily in a position which has a classification higher than the Administration Officer's current classification level.
- b. Where the Administration Officer is appointed to act for a period of one week or more, the Administration Officer will be paid at the first increment point of the higher classification level for the whole of the period.

#### 5.6 **Authorised Overtime**

5.6.1 Full time Administration Officers required to work in excess of 38 hours in any one week, or more than their normal start and finishing time each day, or outside the spread of ordinary working hours shall be entitled to overtime pay.

5.6.2 Administration Officers shall not work overtime unless authorised to do so by the Employer.

5.6.3 Where the Employer requires an Administration Officer to work outside the agreed spread of hours, the Employee may choose to receive overtime payment in accordance with sub clause 5.6.4 or the Employee may choose, subject to the provisions outlined in sub clause 5.7.1, to bank time time-off-in-lieu of overtime (TOIL), and such time be accessed in accordance with sub clause 5.7.1.

5.6.4 Except as provided in sub clause 5.7.1, any authorised time outside, or in excess of, the ordinary hours of work and normal start and finishing times, will be overtime and will be paid for at the rate of time and one-half for the first two hours and double time thereafter for authorised overtime on Monday to Saturday. Any overtime performed on a Sunday will be paid at double time for not less than 4 hours. Any work performed on a public holiday will be paid at double time and a half for not less than 4 hours.

5.6.5 For part-time Employees, notwithstanding sub clauses 5.6.2 and 5.6.3 the Employer will pay overtime at the rates detailed at sub clause 5.6.4 for any hours worked at the direction of the Employer in excess of:

- a. the number of ordinary hours agreed at time of engagement or varied in writing with required notice
- b. the days of the week on which the Employee will work
- c. the normal times at which the Employee will start and finish each day.

5.6.6 For full time Employees, notwithstanding sub clauses 5.6.2 and 5.6.3, the Employer will pay overtime at the rates detailed at sub clause 5.6.4 for any hours worked at the direction of the Employer:

- a. in excess of the ordinary weekly hours; or
- b. in excess of the normal times at which the Employee will start and finish each day

- c. outside the spread of ordinary hours; or
- d. for overtime worked on a rostered day off that is not substituted or banked as TOIL.

5.6.7 Except as provided for in sub clause 5.7.1 an Employee is entitled to be paid overtime when the total overtime an Employee has worked in one week reaches a minimum half an hour.

5.6.8 Where the Employer requires an Administration Officer to work more than 2 hours overtime after a period of work of at least 7.6 hours, the Employer will provide the Administration Officer with a meal.

5.6.9 If it is not possible to provide the Administration Officer with a meal, the Employer will pay a meal allowance of \$16.53 (or the meal allowance rate prescribed by the *Educational Services (Schools) General Staff Award 2020*, whichever is greater) per occasion to the Administration Officer for the period of operation of the Agreement.

5.6.10 The Employer is not required to provide a meal or pay the allowance prescribed in sub clause 5.6.9 to an Administration Officer who could reasonably return home for a meal.

## 5.7 Time Off In Lieu (TOIL)

5.7.1 Notwithstanding the provisions of sub clause 5.6.4 an Administration Officer who has undertaken authorised overtime may bank TOIL which will be paid as time off in lieu in accordance with the following.

- a. The first three hours only of overtime on any one day may be banked TOIL.
- b. Banked overtime taken as TOIL will be taken and paid for on the basis of time for time.
- c. Banked TOIL will be availed of during times mutually agreed between the Employer and Employee.
- d. All Employees shall have a zero balance of banked TOIL at the beginning of each 12 month cycle. A 12 month cycle is taken to be a calendar year. Any banked TOIL not taken prior to the completion of each 12 month cycle will be paid to the Employee at the rate of time and one half.
- e. On resignation, Employees must avail themselves of any banked TOIL prior to the resignation taking effect. In special or extenuating circumstances, if the Employee is unable to avail themselves of banked TOIL, this banked TOIL shall be paid to the Employee at the rate of time and a half no later than the date of the next full pay period after termination.

## 5.8 Termination of Employment

5.8.1 Written notice shall be provided by the Employer on the termination of employment of the Employee.

5.8.2 The notice of termination required to be given by an Employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned. Those notice periods are:

Period of continuous service	Minimum notice period
Not more than 1 year	1 week
More than 1 year but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

5.8.3 The period of notice shall not apply to any Employee dismissed for serious misconduct and in such case, salary will be paid up to time of dismissal only.

- 5.8.4 In addition to the notice periods specified in 5.8.2 an Employee aged 45 years and over at the time of the giving of notice by the Employer, who has completed at least two years continuous service with the Employer, shall be entitled to an additional week's notice from the Employer.
- 5.8.5 Where the Employer does not give the appropriate notice, payment in lieu of notice will be made by the Employer.
- 5.8.6 Payment in lieu of notice for all or part of the notice period may be paid by the Employer to the Employee where negotiated.
- 5.8.7 A termination payment to an Employee shall be paid through an Employee's existing banking arrangements by no later than the date of the next full pay period after termination.
- 5.8.8 If an Employee fails to give notice the Employer shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate for the period of notice. Provided that employment may be terminated by part of the period of notice specified and part withholding of wages in lieu thereof.
- 5.9 **Allowances**
- 5.9.1 An Administration Officer at Level 2 and who holds a Certificate Level (III) qualification (or higher) which is relevant to their work, will receive the Qualification Allowance identified in Schedule 1c.
- 5.9.2 An Administration Officer at Level 3 and who holds a Certificate Level (IV) qualification (or higher) which is relevant to their work, will receive the Qualification Allowance identified in Schedule 1c.
- 5.9.3 An Administration Officer at Level 4 and who holds a Diploma or Associate Diploma level qualification (or higher) which is relevant to their work, will receive the Qualification Allowance identified in Schedule 1c.
- 5.9.4 An Administration Officer at Level 5 and who holds a Degree level qualification (or higher) which is relevant to their work, will receive the Qualification Allowance identified in Schedule 1c.
- 5.9.5 An Administration Officer will apply for the payment of the allowance prescribed in sub clauses 5.9.1 to 5.9.4. Where the Employee applies for the allowance within six (6) months of the qualification being obtained the allowance will be paid as from the date that the qualification is obtained. In other circumstances the Administration Officer will be paid the allowance from the date of making the application.
- 5.9.6 Where an Administration Officer is a nominated first aid officer within TCSO, they will receive the First Aid Allowance identified in schedule 1c.
- 5.9.7 Where an Administration Officer is receiving the First Aid Allowance in accordance with sub clause 5.9.6, the Employer will pay any fees associated with obtaining and maintaining the First Aid Certificate. The Employee will contribute the time required to maintain the First Aid Certificate.

## **PART 6 SALARY AND RELATED MATTERS**

### **6.1 Payment of Salaries**

- 6.1.1 Employee salaries shall be made fortnightly by electronic funds transfer into an account/s nominated by the Employee.

6.1.2 Employees will have access to payslips and leave balances online through 'Employee self-service'.

## 6.2 **One-off Payment**

6.2.1 The Employer will pay a one-off payment of \$500 (the payment) to Employees in recognition of the provision provided under the Collective Schools Agreement.

6.2.2 The payment will be made to Employees (pro-rata for part-time and casual Employees) in the first full pay period following the date this Agreement comes into operation (clause 1.4).

6.2.3 The payment will be made to the following eligible Employees:

- a. continuing and fixed-term Employees employed as at the date this Agreement comes into operation
- b. Employees on paid leave as at the date this Agreement comes into operation
- c. casual Employees who satisfy the following:
  - i. worked a minimum of 100 days in the 12 months prior to the date this Agreement comes into operation; and
  - ii. at least one of those days was worked in the three months prior to the date this Agreement comes into operation.

6.2.4 The payment will not be made to the following Employees:

- a. Employees paid in excess of the equivalent rate of a Proficient 8 teacher (as prescribed by the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023*) on the date this Agreement comes into operation
- b. Employees who are on unpaid leave as follows:
  - i. on the date this Agreement comes into operation; and
  - ii. for more than two weeks prior to that date
- c. casual Employees who do not satisfy clause 6.2.3 c.

6.2.5 The payment will be paid on a proportionate basis as follows:

- a. for part-time Employees, a pro rata amount based on their full-time equivalent (FTE) employment status on the date this Agreement comes into operation
- b. For casual Employees, a pro rata amount based on the average hours of work in the 12 months prior to the date this Agreement comes into operation compared to a fulltime Employee.

## 6.3 **Salary Increases**

6.3.1 Salary and wage increases

- a. payable are as follows (and as detailed in Schedules 1a and b):
  - i. 2.5% of the applicable salary rate operative as of the first full pay period on or after 1 May 2021 (Administration Officers) and the first full pay period on or after 1 July 2021(Professional Officers)
  - ii. a further increase of 2.5% from the first full pay period on or after 1 May 2022 (Administration Officers) and the first full pay period on or after 1 July 2022 (Professional Officers)
  - iii. a further increase of 2.5% from the first full pay period on or after 1 May 2023 (Administration Officers) and the first full pay period on or after 1 July 2023 (Professional Officers)
- b. during the life of this Agreement, if a percentage-based increase to teachers' salaries/wages above 2.5% is achieved in the Queensland Catholic Schools sector,

then the percentage-based increase to teachers' salaries/wages will replace that specified for Employees covered by this Agreement in clause 6.3 a.

6.3.2 The salary and wages for all classifications are set out in Schedules 1a and b.

6.3.3 Allowances detailed at Schedule 1c will receive the same percentage increases, from the same dates of application as detailed in sub clause 6.3.1 where an allowance is determined by a formula contained in the Agreement that formula will be applicable.

6.3.4 Increases shall compound over the life of the Agreement.

#### 6.4 Superannuation

6.4.1 An Employee shall be entitled to superannuation payments by virtue of the provisions of the Superannuation Guarantee (Administration) Act 1992 (Cth).

6.4.2 The Employer will pay superannuation contributions into the superannuation fund nominated by individual Employees. As at 1 July 2021, this contribution is equal to 10.5% of an Employee's ordinary pay.

6.4.3 **Employee Voluntary Superannuation**  
The Employer recognises that an increased Employer contribution combined with an Employee co-payment, delivers a substantial benefit to the Employee's superannuation savings.

6.4.4 Additional voluntary superannuation contributions from Employees are a matter of Employee choice within the options available.

6.4.5 An Employee's voluntary superannuation co-payment contribution may be before tax or post tax.

6.4.6 The Employer shall make available to all Employees the following options:

- a. a superannuation Employer contribution of eleven and one-quarter per cent (11.25%) inclusive of the Superannuation Guarantee Contribution, with a co-payment of three per cent (3%) as the minimum Employee contribution; or
- b. a superannuation Employer contribution of twelve and one-quarter per cent (12.25%) inclusive of the Superannuation Guarantee Contribution, with a co-payment of four per cent (4%) as the minimum Employee contribution; or
- c. a superannuation Employer contribution of thirteen and one-quarter per cent (13.25%) inclusive of the Superannuation Guarantee Contribution, with a co-payment of five per cent (5%) as the minimum Employee contribution.
- d. Where an Employee wishes to access one of the options identified in paragraphs a., b. or c. above, the Employee will make written application to their Employer.
- e. For the life of this Agreement, the Employer will make superannuation Employer contributions in addition to the legislated superannuation guarantee rate, as detailed in the table below

Employee Co-contribution	Additional Employer Contribution
0%	0.5%
3%	1.25%
4%	2.25%
5%	3.25%

6.4.7 Where an Employee contributes additional superannuation, the Employer will transfer such contributions to the designated superannuation fund of each Employee within 14 days of the end of each month.

## 6.5 **Salary Packaging**

6.5.1 All Employees shall have the option of entering into a salary packaging arrangement. A salary packaging arrangement may be entered into by mutual agreement between the individual Employee and the Employer.

6.5.2 A Total Employment Cost (TEC) approach shall apply during the continuance of the appointment as Employee. The TEC shall be the sum of the Employee's base salary set out in this Agreement, leave loadings where such apply, and compulsory superannuation payments being met by the Employer.

6.5.3 The Employee's total package shall comprise a cash salary component and an agreed optional range of benefits financed by the Employee by salary sacrifice. The cash salary shall not be less than 50% of the Employee's TEC less the appropriate Superannuation Guarantee Charge and any voluntary superannuation contributions.

6.5.4 The Employee does not pay PAYG on the non-cash benefits within the package, but shall package an amount equivalent to any and every amount of the liability under current fringe benefits taxation incurred by the Employer for the benefits provided to the Employee. All regulations set down by the Australian Taxation Office shall be followed by the Employer.

6.5.5 The parties agree to review the process if and when there is significant change to existing tax legislation.

6.5.6 The Employee may change the election of benefits prior to the commencement of each year. The composition of the package can be altered without affecting the other terms of the contract of employment as an Employee.

6.5.7 The Employee shall be responsible for seeking their own independent advice on the financial implications of engaging in a salary packaging agreement.

6.5.8 The costs of administration of salary packaging for the purpose of superannuation only shall be met by the Employer.

## 6.6 **Overpayments**

### 6.6.1 Current Employees

- a. In the event an Employee is overpaid, the Employer will have the right to recover such an overpayment.
- b. Where the Employer seeks to recover such an overpayment the Employer will contact the Employee in writing to request that a mutually acceptable repayment schedule be agreed.
- c. In the event that a repayment schedule has not been agreed after 28 days from the date of the written request, the Employer will have the right to deduct money from the Employee's ordinary wages subject to the following:
  - i. any deduction shall not reduce the Employee's fortnightly wage to less than either the minimum wage, or seventy-five per cent (75%) of the Employee's gross fortnightly income, whichever is greater
  - ii. the minimum period over which the deductions can be made is 13 pay periods; and
  - iii. any deductions will be made in equal instalments in each pay period, except for the final instalment which may be less than the preceding instalments.

6.6.2 At Date of Termination

- a. If, at the date of termination of an Employee's service, it is clearly established and accepted by the Employee that the Employee owes the Employer money (for example, in the case of overpayment of wages), the Employer is entitled to and may withhold from monies due to the Employee, as either wages or leave entitlements, an amount equivalent to the overpayment.
- b. Where an Employee fails to give the minimum prescribed notice of resignation, the Employer shall have the right to withhold monies due to the Employee up to a maximum amount equal to the ordinary time rate for the period of notice, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - i. This sub clause shall not apply where an earlier resignation date is mutually agreed between the Employee and Employer.
- c. The Employer is also required to provide the Employee payment in lieu of notice, if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

6.7 **Deferred Salary Scheme**

6.7.1 Continuing Employees who have completed three (3) consecutive years' service with the Employer at the time of application, may apply to be included in a deferred salary scheme. The scheme will enable Employees, over a five-year period, to receive eighty per cent (80%) salary for the first four (4) continuous years of the nominated period and take the fifth (5th) year as special leave, using the accumulated reserves of deferred salary.

6.7.2 The following principles for the scheme shall apply.

- a. An Employee shall make application to participate in the deferred salary scheme a minimum of three (3) calendar months before such participation is to begin.
- b. To be eligible for participation in the deferred salary scheme, Employees must seek advice from a qualified financial advisor and superannuation fund regarding individual implications for taxation and superannuation.
- c. The fifth (5th) year of any deferred salary agreement must be taken as special leave. The rate of pay will be the accumulated surplus retained over the preceding four (4) years. Deferred salary benefits cannot be accrued beyond the five (5) years of the agreement. Any interest on the accrued deferred salary component will be utilised to offset the cost of the scheme.
- d. An Employee shall not, during any period in which the Employee is on such special leave, engage in any other paid employment with Toowoomba Catholic Schools unless approved by the Executive Director.
- e. Superannuation entitlements and Employer contribution rates will be governed by the relevant Superannuation Guarantee Contribution legislative provisions (that is, the SGC component will be paid on the four (4) years worked and paid).
- f. The five (5) year agreement period counts as four (4) years' service for the purpose of accruing long service leave.
- g. The Employee's substantive position will be preserved for the fifth (5th) (special leave) year.
- h. Any outstanding long service leave entitlements of ten (10) weeks or more can be taken as part of the fifth (5th) special year.
- i. Any Employee who withdraws from the scheme will be paid the exact monies contributed to the scheme, with no interest payable. These funds will be paid as a lump sum unless otherwise negotiated with the Employer.
- j. Without prejudicing any other circumstances where an Employee withdraws from the scheme, an Employee who ceases to be employed by the Employer shall be

deemed to have withdrawn from the scheme at the cessation of such employment, unless otherwise agreed.

- k. The Employee is not covered by workers compensation during the fifth (special leave) year.
- l. If an Employee transitions into another position with their Employer during the life of their deferred salary scheme which does not provide an entitlement to a deferred salary scheme, unless otherwise agreed, the Employee will cease to remain on their current arrangement. Monies contributed to the scheme will be paid out to the Employee in accordance with clause 6.7.2 i.

- 6.7.3 Participation in the scheme is to be requested by application from the Employee.
- a. Approval or rejection of the application will be determined at the Employer's discretion.
  - b. The Employee will be formally advised of the Employer's decision within one month of the application being made.

## **PART 7 LEAVE PROVISIONS FOR ALL EMPLOYEES**

### **7.1 Annual Leave**

- 7.1.1 Full time Employees (other than casual Employees) are entitled to 20 days of paid annual leave for each year of service. Part time Employees are entitled to annual leave on a pro rata basis.
- 7.1.2 An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year. Service includes a period when annual leave is taken by the Employee.
- 7.1.3 If the Employer and Employee so agree annual leave may be advanced for up to ten days with discretionary approval for urgent and unavoidable events whereby no other leave provision is available.
- 7.1.4 The Employer reserves the right to direct all Employees to take annual leave to facilitate the Christmas shutdown period. The Employer will advise staff of such a direction at least one month in advance of the requirement to take leave. Where an Employee does not have sufficient annual leave credit to take paid annual leave, the Employee may access other leave accruals or access annual leave in advance.
- 7.1.5 Annual Leave Loading
- a. An Employee is entitled to annual leave loading of 17.5%, which is in addition to the annual leave payment owed to the Employee calculated on the Employees ordinary time rate.
- 7.1.6 Cashing-Out Annual Leave
- a. An Employee may apply, to the Employer, in writing to cash-out a proportion of their accrued annual leave instead of taking this leave. The criteria governing such an application are as follows:
    - i. at least four weeks accrued annual leave must be retained at any point of time to use as annual leave in the usual manner;
    - ii. each payment of a particular amount of accrued annual leave must be by separate written agreement between the Employee and the Employer;
    - iii. the Employee may apply to combine the cash-out of some annual leave with the taking of some annual leave. In this case, the time taken in annual leave may be deducted from the minimum retained four weeks leave;
    - iv. cashing-out of annual leave may only occur once in a calendar year;

- v. the notice period required to cash-out some annual leave only is a minimum of four weeks (or less by mutual agreement with the Employer);
  - vi. the Employee will seek independent financial advice prior to making application to cash-out their annual leave;
  - vii. superannuation at the rate the employee would have received if they had taken the leave is payable on the cashed out amount; and
  - viii. the Employee is paid at least the full amount that would have been payable to the Employee had the employee taken the leave that the employee has forgone.
- b. If an application to cash out annual leave is approved, the Employer will provide to the Employee written confirmation of such approval. The existing arrangements for making application for annual leave would continue in the present form.
  - c. For the purpose of clarity, any agreement to cash-out annual leave in accordance with this clause can only be initiated by the Employee.

## 7.2 Long Service Leave (LSL)

### 7.2.1 Accrual of LSL

- a. Employees shall accrue LSL at the rate of 1.3 weeks per year of continuous service from 1 January 1998.

### 7.2.2 Access to LSL

- a. Employees are entitled to access their accrued LSL after completing seven years of continuous service. An Employee is entitled to access subsequent leave, where that Employee has an entitlement of four weeks or more. All applications for leave will be in accordance with the provisions for taking of such leave.
- b. An Employee who has completed at least seven years of continuous service is entitled to a proportionate payment for LSL on the termination of the Employee's service.
- c. The minimum period of leave that may be taken by an Employee is normally one week.
  - i. In some clearly identified and demonstrated exceptional circumstances an Employer may approve an application for a period less than one week, but not less than one day.
- d. Where an Employee applies to access a period of LSL of one week or more, that Employee will be required to make application at least 20 weeks prior to the proposed commencement date for the leave. This period of notice may be reduced by mutual agreement between the Employer and the Employee. The Employer's right to make the final decision will not be diminished by this arrangement.
- e. Where an Employee applies to access a period of LSL of less than one week that Employee will be required to make application at least four weeks prior to the proposed commencement date for the leave. This period of notice may be reduced by mutual agreement between the Employer and the Employee. In emergent circumstances, where an Employee is unable to provide four weeks' notice, the application will be made as soon as practicable.

### 7.2.3 Employer Direction to Take LSL

- a. In the first instance an Employee and Employer may agree when the Employee is to take LSL. This will normally occur through the Employee applying, in accordance with 7.2.2 above, to access their leave.
- b. Where an Employer has concerns that an Employee has excess leave, the provisions of paragraphs c. and d. below will apply. However, before directing an Employee to take LSL, discussions will occur in a genuine attempt to achieve agreement as to when such leave is to be taken.
- c. An Employer may direct an Employee to take the full period of LSL accrued within 12 calendar months of the date upon which the Employee's accrued entitlement reaches 13 weeks and the Employee shall so take that leave.

- d. An Employer shall give at least 20 weeks' notice in writing of the direction to take leave. However, where the eligible service has been served with two or more Employers, the period of notice shall be nine calendar months for either party.

7.2.4 Any period of LSL taken by an Employee is exclusive of any public holiday(s).

- 7.2.5 Interaction between personal/carer's leave (personal leave and carer's leave) and LSL.
- a. An Employee may request to have a period of LSL re-credited and personal/carer's leave used instead for a period of illness, or a period of time used as provided in sub-clause 7.3.3 (personal/carer's leave), whilst the Employee is on LSL.
  - b. An Employee is entitled to have the period of LSL re-credited where the period of personal/carer's leave, is one calendar week (seven days) or more and the request is accompanied by a medical certificate or other appropriate proof of the reason for the request.

7.2.6 When an Employee has a period of LSL re-credited as provided in sub clause 7.2.5 a. the actual period of absence from work will not normally be extended.

7.2.7 The Employer will consider the particular circumstances of applications for periods of leave without pay to be taken in conjunction with LSL. Such applications will be considered in conjunction with existing guidelines for leave without pay.

7.2.8 LSL at Half Pay

- a. Accrued LSL may be accessed at half pay, in accordance with sub clause 7.2.2 and sub clause 7.2.3 (above). In such circumstances the Employee will be entitled to double the period of leave which would otherwise be applicable.
- b. The period of LSL at half pay will be paid for at half the rate which would have been applicable if the Employee was not accessing LSL at half pay.
- c. Where an Employee accesses LSL at half pay that Employee will accrue all leave entitlements on a pro rata basis.
- d. The facility to access LSL at half pay is not available to Employees where the time to be taken is less than four weeks.
- e. Where an Employee accesses LSL at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated. Any associated costs will be borne by the Employee consistent with current salary packaging arrangements.
- f. A period of LSL at half pay will be exclusive of public holidays. A public holiday occurring during a period of LSL at half pay, and which falls on a day on which the subject Employee would otherwise work, will be paid for at half the rate which would have been applicable if the Employee was not accessing LSL at half pay.
- g. Where an Employee on a period of LSL at half pay becomes ill during such period, the provisions of sub clause 7.2.5 will apply, except that the:
  - i. period of personal leave will be paid for at half the rate which would have been applicable if the Employee was not accessing LSL at half pay
  - ii. quantum of LSL re-credited to the Employee will be half that which would have been applicable if the Employee was not accessing LSL at half pay; and
  - iii. quantum of personal leave debited from the Employee's personal leave account will be half that which would have been applicable if the Employee was not accessing LSL at half pay.

7.2.9 Portability of LSL

- a. Service for long service leave accruals with other Queensland Catholic education employing authorities will be portable provided that:
  - i. all continuous service with the Employee's Employer on and after 1 January 2004 will be portable

- ii. all continuous service for the purposes of long service leave accruals, with any Queensland Catholic Education Employer in Queensland after 1 January 1994 will be portable; and
- iii. there must be continuity of service (as defined by the Industrial Relations Act 2016 (Qld)) between Queensland Catholic Education Employing Authorities.

#### 7.2.10 Cashing Out LSL

Employees who are eligible to access their accruals of LSL (i.e. after seven years' service) may apply, to the Employer, in writing to "cash out" a proportion of such leave instead of taking leave. Provided that:

- a. at least five weeks must be retained at any point of time to use as LSL, and in accordance with this Agreement
- b. the Employee may apply to combine the cash out of some LSL with the taking of some LSL. In this case, the time taken in LSL may be deducted from the minimum retained five weeks leave, as prescribed in sub clause 7.2.10 a. above

*For example, thirteen (13) weeks accrued long service leave may be taken as eight (8) weeks cashed out, three (3) weeks in leave actually taken and two (2) weeks long service leave retained for another time.*

- c. the "cashing out" of LSL may only occur once in any five-year period
- d. the notice period required to cash out some LSL only is a minimum of four weeks (or less by mutual agreement with the Employer); and
- e. the Employee seeks independent financial advice prior to making application to "cash out" their LSL
- f. the existing arrangements for making application for long service leave would continue in the present form.

### 7.3 Personal/Carers Leave

#### 7.3.1 Accrual of Personal/Carers Leave

- a. Full time Employees accrue personal leave at the rate of ten days per year based on an Employee's ordinary hours of work.
- b. Personal leave is calculated as 1/26 of an Employee's ordinary hours of work in a year and will accumulate from year to year.
- c. Part-time Employees will accrue personal leave on a pro rata basis.

#### 7.3.2 Personal Leave Portability

There will be portability of personal leave among all Catholic Education Employers within Queensland conditional upon the following:

- a. for Catholic Diocesan Education Offices, the Queensland Catholic Education Commission and systemic Catholic schools, personal leave accruals as at 1 January 2002 and subsequent service will be portable;
- b. for other Queensland Catholic Education Employers personal leave which accrues after 9 December 2003 shall be portable; and
- c. there must be continuity of service between the Catholic Education Employers.

#### 7.3.3 Taking Personal/Carers Leave

An Employee may take paid personal/carers leave if the leave is taken:

- a. because the Employee is not fit for work because of a personal illness, or personal injury affecting the Employee; or
- b. to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of
  - i. a personal illness, or personal injury, affecting the member; or

- ii. an unexpected emergency affecting the member; and
- c. emotional recovery following a traumatic event.

7.3.4 If the Employee has exhausted the accrued entitlement under sub clause 7.3.1, the Employee may take up to an additional two days unpaid personal/carer's leave each time the Employee needs to care for and support members of the Employee's immediate family or household who requires care and support for a reason specified in sub clause 7.3.3.

- a. The Employee may take additional unpaid carer's leave if the Employer agrees.
- b. An Employee cannot take personal/carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than one person to care for the person.
- c. Personal/carer's leave may be taken for part of a day.
- d. In this clause (clause 7.3) "Employee" does not include a casual Employee.

7.3.5 An Employee is entitled to access paid personal/carers leave to care for or support a household member who is terminally ill.

- a. A further three months of unpaid leave can be accessed by the Employee to continue such care and support if required.
- b. The Employer may request a doctor's certificate indicating the terminal nature of the illness.

7.3.6 Casual Employees

- a. A casual Employee is entitled to unpaid personal/carer's leave where a reason specified in clause 7.3.3 a. applies.
- b. The Employer must not fail to re-engage a casual Employee only because the Employee has taken unpaid personal-carer's leave under this clause.
- c. However, the rights of an Employer not to re-engage a casual Employee are not otherwise affected.

7.3.7 Provision of evidence to the Employer

- a. Where an Employee accesses personal leave as a result of their own personal illness or injury (subclause 7.3.3 a.), and the Employee's absence is for more than two days, the Employee is required to give the Employer a doctor's certificate or other reasonably acceptable evidence about the nature and approximate duration of the illness.
- b. Where an Employee accesses personal/care's leave for a reason specified in clause 7.3.3 b. (to provide care and support) or c. (emotional recovery), then the Employee must, if required by the Employer, produce a doctor's certificate (where appropriate) or a statutory declaration evidencing that the leave is taken for the specified reason.
- c. An Employee must, if practicable, give the Employer:
  - i. notice of the intention to take personal/carer's leave before taking the leave; and
  - ii. if providing care or support, the name of the person requiring care and the person's relationship to the Employee; and
  - iii. the reason for taking the leave; and
  - iv. the period that the Employee estimates he or she will be absent; and
  - v. if the reason for taking the leave is because an unexpected emergency has arisen, the nature of the emergency.
- d. If it is not practicable for the Employee to notify the Employer of the intention to take personal/carer's leave before taking the leave, the Employee must notify the Employer at the first reasonable opportunity.

## 7.4 Health Check Leave

7.4.1 The parties recognise the importance of Employees maintaining healthy lifestyles and regular health check-ups. The Employer agrees that Employees with 40 or more days of accumulated personal leave shall be entitled to use one day per annum of this accumulated personal leave to obtain medical advice and/or treatment of a preventative nature. The Employee shall, where practicable, give the Employer two weeks' notice prior to taking health check leave.

## 7.5 Compassionate Leave

### 7.5.1 Entitlement

- a. An Employee, other than a casual Employee, is entitled to:
  - i. at least three days paid compassionate leave for each permissible occasion when a member of the person's immediate family or household:
    - A. contracts or develops a personal illness that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - B. sustains a personal injury that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - C. dies; and
  - ii. if the Employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid compassionate leave equal to the time reasonably required for the travel
  - iii. compassionate leave may be taken as a single three day period, three separate one day periods, or as otherwise agreed with the Employer; and
  - iv. if the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists
  - v. an Employee may take additional unpaid compassionate leave if the Employer agrees.
- b. A casual Employee is entitled to at least three days unpaid compassionate leave on the same basis and subject to the same conditions as provided for in sub clause 7.5.1 a.i.
- c. The Employer must not fail to re-engage a casual Employee only because the casual Employee has taken compassionate leave under this clause.
- d. However, the rights of an Employer not to re-engage a casual Employee are not otherwise affected.
- e. An Employee must give his or her Employer notice of the taking of compassionate leave as soon as practicable (which may be at a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.
- f. In the event of a death the Employee must give the Employer a copy of the funeral notice or other evidence of the death the Employer reasonably requires.
- g. An Employee who has given their Employer notice of taking compassionate leave in circumstances other than a death must, if required by the Employer, provide the Employer with evidence which would satisfy a reasonable person that the leave is taken for the reason specified.
- h. An Employee may take additional leave as unpaid compassionate leave if the Employer agrees.

## 7.6 Parental Leave

7.6.1 Eligible Employees are entitled to a paid component of parental leave.

To be eligible for paid parental leave, an Employee must:

- a. have at least one year's continuous service with the Employer
- b. comply with either sub clause 7.6.3 a., b. or c.; and

- c. have complied with relevant notice periods for taking parental leave unless the non-compliance was caused by:
  - i. the child being born, or the pregnancy otherwise terminating, before the expected date of birth; or
  - ii. the child being placed for adoption before the expected day of placement; or
  - iii. another reason that was reasonable in the circumstances and the Employee has given the Employer;
    - A. notice as soon as reasonably practicable; and
    - B. evidence supporting the reason for non-compliance that would satisfy a reasonable person in the circumstances.

7.6.2

For the purpose of Clause 7.6

- a. “full pay” means the normal average weekly earnings for the six weeks immediately preceding the date upon which the Employee commenced parental leave
- b. “full week” means a complete calendar week from Sunday to the following Saturday.
- c. “PPL” means paid parental leave; and
- d. “primary carer” means the person who assumes the principal position of providing care and attention to a child.

7.6.3

PPL – Continuing Employees

Eligible continuing Employees are entitled to PPL payment as follows:

- a. a female Employee who has given birth to a child and remains the primary carer of the child is entitled to up to 14 weeks PPL on full pay
- b. an Employee who has adopted a child and remains the primary carer of the child is entitled to up to 14 weeks PPL on full pay from the date of placement
- c. an Employee who is the:
  - i. spouse of a mother who has given birth to their child; and
  - ii. primary carer of the child for at least 5 consecutive working days within the first 14 weeks immediately following the birth of the child

is entitled to PPL on full pay for the full weeks in which the Employee is the primary carer within that period.

7.6.4

Where both spouses:

- a. are employed by the Employer covered by either this Agreement, the Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2019-2023 or Toowoomba Catholic Education Principals Agreement 2020-2024
- b. would otherwise comply with sub clauses 7.6.1 a., b. and c.

the entitlement for PPL is up to 14 weeks between them.

7.6.5

PPL is:

- a. taken at the commencement of parental leave as one unbroken period and cannot be broken into smaller periods of leave
- b. counted as service for all purposes and superannuation and all other Employee entitlements continue to accrue during the leave
- c. inclusive of public holidays which may fall during the period of leave; and
- d. accessed prior to any annual leave or long service leave that the Employee may wish to apply for
- e. not to be substituted by paid personal leave; and
- f. not diminished by any federal government’s legislative paid parental leave scheme that is implemented consistent with that legislation.

- 7.6.6 Subsequent Eligibility for PPL (e.g. pregnancy while on leave)
- a. Where a continuing Employee is already on parental leave and subsequently becomes pregnant and is otherwise eligible to receive PPL, the Employee will be entitled to subsequent period(s) of PPL without any requirement to first return to work.
  - b. The subsequent period(s) of PPL commence(s) on the subsequent date of birth or the end date of the prior period of parental leave, whichever is the sooner.
  - c. Where an Employee on extended leave without pay (other than parental leave) becomes pregnant, there is no entitlement to PPL.

7.6.7 PPL - Half Pay

An Employee on PPL pursuant to sub clause 7.6.3 c. (a spouse who is the primary carer of the child) is not entitled to apply for PPL at half pay pursuant to sub clause 7.6.7 a.

- a. Where an Employee is entitled to PPL and elects to access this entitlement at half pay, the following applies:
  - i. the Employee will be entitled to double the period of leave which would otherwise be applicable
  - ii. the period of PPL at half pay will be paid for at half the rate which would have been applicable if the Employee was not accessing PPL at half pay
  - iii. where an Employee accesses PPL at half pay, the Employee agrees that for the duration of the leave their current ordinary hours will be deemed to be halved and will accrue all leave entitlements on that pro rata basis
  - iv. where an Employee accesses PPL at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated - any associated costs will be borne by the Employee consistent with current salary packaging arrangements
  - v. a period of PPL at half pay will be inclusive of public holidays and where a public holiday falls:
    - A. during a period of PPL at half pay and
    - B. on a day on which the subject Employee would otherwise work,The Employee will be paid for the public holiday at half the rate which would have been applicable if the Employee was not accessing PPL at half pay.

7.6.8 Fixed-Term Employees

- a. Fixed-term Employees are eligible for PPL on the same basis as continuing Employees.
- b. Where the Employee's contract comes to an end before the expiration of the period of PPL, the Employee will be entitled to receive payment only up until the conclusion of the fixed-term contract.
- c. Where a fixed-term Employee secures a further contract, and that further contract commences within three months of the expiry of the preceding contract, any period of PPL that would have been forfeited as a result of the expiry of the preceding contract can be accessed from the date of commencement of the new contract of employment.

7.6.9 Payment of PPL

- a. The Employee may request, and the Employer may agree, that the payment for PPL be made in advance at the time commencing such leave. Where agreement is not reached, the Employee shall be paid in accordance with the normal fortnightly pay cycle.
- b. Where an Employee has received payment in advance for the period of PPL at the time of commencing leave, and the pregnancy subsequently results in a miscarriage

or stillbirth, the Employee shall be entitled to retain such payment, subject to the Employee remaining on leave for a minimum of 14 weeks.

- c. Where an Employee is paid in accordance with the normal fortnightly pay cycle, and the pregnancy results in a miscarriage or a still birth, the Employee shall be entitled to remain on PPL for the 14 week period.

#### 7.6.10 Paid Spousal (Paternity) Leave – Non Primary Carer

Subject to providing the same notice requirements applicable to PPL, Employees are entitled to 10 days (pro-rata for part time Employees) paid leave in connection with the birth or adoption of child/children for whom the Employee will have responsibility.

- a. This leave is a separate entitlement to the personal/carer's leave and shall not be deducted from the Employee's accrued personal leave.
- b. The period of leave nominated by the Employee and agreed by the Employer will be taken within one month of the confinement or adoption - in cases of demonstrated need (for example, travel to a birthing facility or caring for other children where complete bed rest for pregnant partner is prescribed) this leave may be accessed prior to confinement or adoption.
- c. Employees who are the primary care givers and have accessed PPL in accordance with sub clause 7.6.3 b. or c. are eligible for paid spousal (paternity) leave pursuant to this clause only for the period within that first month that was not PPL; and

*For example, a spouse accessed PPL for the first 3 weeks following the birth of a child. That spouse would be entitled to 1 week of paid spousal leave being the remainder of the period not covered by PPL within the month following the birth when paid spousal leave must be taken.*

- d. The Employee must, if requested, participate in discussions with the Employer regarding reasonable operational requirements.
- e. This period of leave is inclusive of public holidays which may fall during the leave.
- f. An Employee will not be required to provide a medical certificate to support such leave.
- g. Part-time Employees can access paid spousal leave on a pro rata basis - the quantum of paid hours of spousal leave available to a part-time Employee will be the same as the number of hours which the Employee would normally have received in the two week period of leave had the Employee attended for work.
- h. A part-time Employee is also entitled to ten days leave from the Employer's workplace in connection with the birth or adoption of their child. In this scenario, the part-time Employee is only paid for the part-time hours they would otherwise have been rostered to work in that ten day period. The Employee can choose when they will take this leave, providing it is taken within one month of the birth or adoption.

#### 7.6.11 In addition to the provision at sub clause 7.6.10, an Employee will be entitled to five days spousal leave in connection with the birth or adoption of child/children for whom the Employee will have responsibility as follows:

- a. to enable the Employee to attend to medical/agency appointments or to care for ill members of the immediate family
- b. deducted from the Employee's accrued personal leave; and
- c. an Employer may request a doctor's certificate indicating the nature of the illness or other confirmation of medical/agency appointments.

#### 7.6.12 Unpaid parental leave provisions are provided for in the NES Chapter 2, Part 2-2, Division 5 sections 67 to 85 of the Act.

## 7.7 Public Holidays

7.7.1 An Employee (other than a casual Employee) who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the Employee would ordinarily have been required to perform work on that day.

7.7.2 All work required by the Employer to be done by an Employee on any day or part-day, declared or prescribed by the *Holidays Act 1983*, to be observed generally within Queensland or a region of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday will be paid for at the rate of double time and a-half with a minimum of four hours.

### 7.7.3 Annual Show

- a. All work done by an Employee in a district specified from time to time by the Minister by notification published in the Queensland Government Industrial Gazette on the day appointed under the *Holidays Act 1983*, to be kept a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a half with a minimum of four hours. Where an Employee works in more than one TCS location, they will only be entitled to one show public holiday. The Employer and an employee may agree to substitute a gazetted show holiday for another day.
- b. In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the Employee and Employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.7.4 Notwithstanding any other provision of clause 7.7 when an Employee works on a public holiday such Employee shall be paid at the rate prescribed by sub clause 7.7.2 for the particular holiday or by agreement between the Employee and the Employer may be paid at the ordinary rate and given a day off in lieu thereof within 28 days of the holiday occurring; provided that if an Employee subsequently works on the day in lieu of the deferred public holiday, such Employee shall be paid in accordance with the other provisions of sub clause 7.7.2.

## 7.8 Cultural Leave

7.8.1 The value of First Nations Peoples' (being Aboriginals or Torres Strait Islanders) spiritualities and cultures is recognised and affirmed, and the important relationship between the people, their culture, traditional lore and country is acknowledged by the Employer.

7.8.2 An Employee may apply for up to a maximum of ten days cultural leave per calendar year, of which two days will be paid and the remainder will be unpaid. Cultural leave does not accumulate from one calendar year to the next calendar year.

7.8.3 Such applications will be considered within the normal leave provisions, guidelines and application procedures.

7.8.4 An Employee who may apply for cultural leave means an Employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony or to represent their community.

7.8.5 The Employer must not unreasonably refuse cultural leave.

7.8.6 In considering the Employee's request for leave, the Employer must consider at least the following:

- a. the Employer's capacity to reorganise work arrangements to accommodate the Employee's request

- b. the impact of the Employee's absence on the provision of service
- c. the particular circumstances of the Employee; and
- d. the impact of a refusal on the Employee, including the Employee's ability to balance his or her work and family responsibilities.

- 7.8.7 The Employee must provide the Employer:
- a. reasonable notice of the intention to take cultural leave before taking the leave; and
  - b. the reason for taking the leave; and
  - c. the period that the Employee estimates the Employee will be absent.

- 7.8.8 If it is not practicable for the Employee to give the notice before taking the leave, the Employee must give the Employer notice of the matters at the first opportunity. It is declared that leave provided under this section is a welfare measure for the purposes of the Queensland *Anti-Discrimination Act 1991*, section 104.

## 7.9 **Extended Leave Without Pay**

- 7.9.1 An Employee may apply to access extended leave without pay on the following basis:
- a. at least six months' notice is given in all but exceptional circumstances
  - b. at least three years continuous service has been completed by the Employee prior to the intended commencement of each period of leave
  - c. the period of leave sought by the Employee is a maximum of 12 months duration and should normally occur within the calendar year.

- 7.9.2 A subsequent application for consecutive leave without pay may also be considered, in special circumstances.

- 7.9.3 Approval of extended leave without pay applications are granted at the Employer's discretion.

- 7.9.4 Extended leave without pay can also be used in conjunction with other forms of leave with their own prescribed parameters. Specifically, this clause does not override an Employee's access to extended unpaid leave associated with parental leave, carer's leave, defence force leave or any other industrial provision.

- 7.9.5 Any Employee who is granted extended leave without pay will not lose continuity of service for salary, annual, personal/carers and long service leave purposes. The period of leave without pay will not break continuity of service but will not be taken into account in calculating the period of service of the Employee (i.e. for leave accrual purposes).

## 7.10 **Emergency and Natural Disaster Leave**

- 7.10.1 The Employer recognises the importance of keeping TCSO functional to support schools wherever possible during times of natural disasters and emergencies.

- 7.10.2 Employees will assist where reasonably practical with keeping TCSO functional to support schools and students' families and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. Employees will be required to attend work unless prevented by circumstances described in sub clause 7.10.3 or are otherwise on approved leave. Subject to sub clause 7.10.3 Employees may be required to assist with preparing for a reopening of a damaged school.

- 7.10.3 An Employee who is prevented from attending the Employee's normal place of employment because of floods, cyclonic disturbances, severe storms, or bush-fires (or any other comparable natural disaster or emergency) shall be granted a maximum of five days per calendar year non-cumulative paid leave in the following circumstances:
- a. when they have experienced extreme loss or trauma; or

- b. where the Employee must, of necessity, remain at home to safeguard the Employee's family or property; or
- c. where the Employee must remain at home to have temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence etcetera; or
- d. where an Employee must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or
- e. where the Employee is away from their usual residence and is unavoidably delayed in returning to their place of employment due to identified and specific disruptions to transport services and facilities; or
- f. where the Employee is required to return home before the Employee's usual ceasing time to ensure personal safety, the protection of the Employee's family and property or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions.

7.10.4 Access to the leave as in sub clause 7.10.3 will be coordinated by the Employer.

7.10.5 The Employer will make every effort to clarify contact and communication procedures to be used at times of emergencies.

7.10.6 The Employer may consider additional paid leave in exceptional circumstances or where an Employee is affected by more than one disaster or emergency in any year.

#### 7.11 **Community Service Leave**

7.11.1 The Employer will provide an Employee who is required to undertake a voluntary emergency management activity, with a recognised emergency management body, with community service leave in accordance with the Act.

7.11.2 Examples of purposes for which such leave would be granted include to work in the State or Territory Emergency Service, Auxiliary of a Fire Brigade, Volunteer Fire Brigade, Honorary Ambulance Office or St John Ambulance Volunteer.

7.11.3 An Employee who engages in a voluntary emergency management activity or a community service activity under the Act, is entitled to be absent from their employment for a period of paid leave and:

- a. the period consists of one or more of the following:
  - i. time when the Employee is engaged in the activity
  - ii. reasonable travelling time associated with the activity
  - iii. reasonable rest time immediately following the activity; and
- b. the Employee's absence is reasonable in all the circumstances.

7.11.4 Paid leave is not available for training purposes, however unpaid leave may be granted at the Employer's discretion.

#### 7.12 **Jury Service**

7.12.1 An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary time rate the Employee would have been paid had the Employee not been absent on jury service.

7.12.2 Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.

7.12.3 Employees shall notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide the Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

7.12.4 If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.

7.12.5 "Ordinary pay" means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any payments over and above those prescribed in Schedules 1a and 1b of this Agreement. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

### 7.13 **Defence Force Reserve Leave**

7.13.1 Employees who are members of the Defence Force Reserve may access leave with pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of ten calendar days each Australian Taxation Office (ATO) financial year.

In addition, an Employee may access an additional 22 calendar days paid leave each ATO financial year, after the initial qualifying period has been paid by the Employer, provided that the Employer receives a payment for the Employee absence under the Employer Support Payment Scheme (Defence Reserves Support) or howsoever named.

7.13.2 In addition to the above, a further 14 calendar days leave with pay may be accessed in an Employee's first year of reserve service, where attendance at recruitment or initial training is required.

7.13.3 The Employee is not required to forward to the Employer any monies or allowances paid by the defence force for their attendance at camps, courses or other training whilst on periods of leave with pay.

7.13.4 The Employee shall not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.

7.13.5 Wherever possible, the Employee should schedule their attendance at Defence Force Reserve activities during annual leave.

7.13.6 Any further absence due to defence force reserve leave activities will be approved as leave without pay.

### 7.14 **Family and Domestic Violence Leave**

7.14.1 Family and Domestic Violence Leave

- a. An Employee who is experiencing family and domestic violence, will have access to ten days per year non-cumulative of paid leave for the purpose of:
  - i. attending medical and/or counselling appointments
  - ii. sourcing alternative accommodation
  - iii. accessing legal advice
  - iv. attending legal proceedings
  - v. organising alternative care for members of their immediate family or household
  - vi. organising alternative education arrangements for their children

- vii. rebuilding support networks; and
- viii. other issues related to family and domestic violence.

- b. This leave may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved.
- c. Employees can also access existing leave entitlements for the abovementioned purposes, without the usual notice requirements.
- d. It is not mandatory for the Employee to have exhausted other forms of paid leave prior to accessing this special leave.

**7.14.2 Supporting Another Person Experiencing Domestic Violence**

An Employee who supports a person experiencing domestic violence may access carer's leave to accompany the person on activities related to that personal crisis, or to care for the children of the person to enable them to undertake activities related to such significant matter.

7.14.3 Sub clause 7.14.2 applies only where an Employee supports a person who is a member of their immediate family (as defined in sub clause 1.2.10 of this Agreement) or household.

7.14.4 If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in sub clause 7.14.1 and 7.14.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), a registered health professional, a family violence support service or legal representative.

7.14.5 The Employer must take all reasonable measures to ensure that any personal information provided by the Employee to the Employer concerning the family and domestic violence is kept confidential. Nothing in this clause prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

7.14.6 An Employee must give their employer notice that they will be absent from work due to experiencing domestic violence; or the Employee requires time off to deal with the impact of domestic violence; and it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work. The notice must be given as soon as reasonably practicable, and include the period of the leave, or the expected period of the leave, (which may be at a time after the leave has started if the circumstances are beyond the Employee's control)

**7.15 Payment of Leave**

7.15.1 For the purposes of Part 7 of this Agreement, the rate of payment for paid leave will be the ordinary time rate.

PART 8 SIGNATORIES TO AGREEMENT

Signed for and on behalf of The Corporation of  
the Roman Catholic Diocese of Toowoomba  
ABN: 88934244646  
ADDRESS:  
Toowoomba Catholic Schools Office  
29-33 Lawrence Street  
TOOWOOMBA QLD 4350

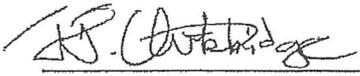
  
(Signature)

PATRICK JOSEPH LOUGHLAN  
(Full Name)

EXECUTIVE DIRECTOR  
(Position)

13.12.2021  
(Date)

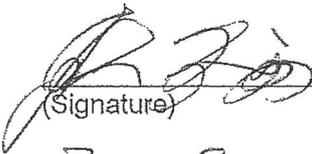
In the presence of:

  
(Signature)

JONATHAN JAMES OUTERBRIDGE  
(Full name)

HUMAN RESOURCE ADVISOR  
(Position)

Signed for and on behalf of the Independent  
Education Union of Australia-Queensland and  
Northern Territory Branch (IEUA-QNT)  
ABN: 74 662 601 045  
ADDRESS:  
346 Turbot Street  
SPRING HILL QLD 4000

  
(Signature)

JOHN SPRIGGS  
(Full Name)

SNA INDUSTRIAL OFFICER  
(Position)

13/12/2021  
(Date)

In the presence of:

  
(Signature)

Melanie Stellmacher  
(Full Name)

Industrial Services Officer  
(Position)

**Schedule 1a: Professional Officer Salary Scale**

	1 July 2021				1 July 2022				1 July 2023			
	2.50%				2.50%				2.50%			
	(or per clause 6.3.1(b) whichever is the greater)				(or per clause 6.3.1(b) whichever is the greater)				(or per clause 6.3.1(b) whichever is the greater)			
	Weekly	Annual	Full-time (hourly)	Casual 25%	Weekly	Annual	Full-time (hourly)	Casual 25%	Weekly	Annual	Full-time (hourly)	Casual 25%
<b>Level 1</b>												
Step 1	\$1,287.06	\$67,156	\$33.8700	\$42.3375	\$1,319.30	\$68,838	\$34.7184	\$43.3980	\$1,352.30	\$70,560	\$35.5868	\$44.4835
Step 2	\$1,339.65	\$69,901	\$35.2540	\$44.0675	\$1,373.20	\$71,651	\$36.1368	\$45.1710	\$1,407.60	\$73,446	\$37.0421	\$46.3026
Step 3	\$1,397.64	\$72,927	\$36.7801	\$45.9751	\$1,432.60	\$74,750	\$37.7000	\$47.1250	\$1,468.50	\$76,623	\$38.6447	\$48.3059
Step 4	\$1,474.50	\$76,937	\$38.8026	\$48.5033	\$1,511.40	\$78,862	\$39.7737	\$49.7171	\$1,549.20	\$80,834	\$40.7684	\$50.9605
<b>Level 2</b>												
Step 1	\$1,527.17	\$79,685	\$40.1887	\$50.2359	\$1,565.40	\$81,679	\$41.1947	\$51.4934	\$1,604.60	\$83,725	\$42.2263	\$52.7829
Step 2	\$1,583.60	\$82,629	\$41.6736	\$52.0920	\$1,623.20	\$84,695	\$42.7158	\$53.3948	\$1,663.80	\$86,814	\$43.7842	\$54.7303
Step 3	\$1,640.46	\$85,596	\$43.1699	\$53.9624	\$1,681.50	\$87,737	\$44.2500	\$55.3125	\$1,723.60	\$89,934	\$45.3579	\$56.6974
Step 4	\$1,689.60	\$88,160	\$44.4631	\$55.5789	\$1,731.90	\$90,367	\$45.5763	\$56.9704	\$1,775.20	\$92,626	\$46.7158	\$58.3948
<b>Level 3</b>												
Step 1	\$1,782.18	\$92,991	\$46.8994	\$58.6243	\$1,826.80	\$95,319	\$48.0737	\$60.0921	\$1,872.50	\$97,703	\$49.2763	\$61.5954
Step 2	\$1,848.20	\$96,436	\$48.6369	\$60.7961	\$1,894.50	\$98,851	\$49.8553	\$62.3191	\$1,941.90	\$101,324	\$51.1026	\$63.8783
Step 3	\$1,914.00	\$99,869	\$50.3684	\$62.9605	\$1,961.90	\$102,368	\$51.6289	\$64.5361	\$2,011.00	\$104,930	\$52.9211	\$66.1514
Step 4	\$1,980.13	\$103,320	\$52.1086	\$65.1358	\$2,029.70	\$105,906	\$53.4132	\$66.7665	\$2,080.50	\$108,556	\$54.7500	\$68.4375
<b>Level 4</b>												
Step 1	\$2,041.23	\$106,508	\$53.7167	\$67.1459	\$2,092.30	\$109,172	\$55.0605	\$68.8256	\$2,144.70	\$111,906	\$56.4395	\$70.5494
Step 2	\$2,112.97	\$110,252	\$55.6046	\$69.5058	\$2,165.80	\$113,007	\$56.9947	\$71.2434	\$2,220.00	\$115,835	\$58.4211	\$73.0264
Step 3	\$2,184.98	\$114,009	\$57.4996	\$71.8745	\$2,239.70	\$116,863	\$58.9395	\$73.6744	\$2,295.70	\$119,785	\$60.4132	\$75.5165
Step 4	\$2,256.83	\$117,758	\$59.3902	\$74.2378	\$2,313.30	\$120,703	\$60.8763	\$76.0954	\$2,371.20	\$123,724	\$62.4000	\$78.0000
<b>Level 5</b>												
Step 1	\$2,297.42	\$119,876	\$60.4585	\$75.5731	\$2,354.90	\$122,874	\$61.9711	\$77.4639	\$2,413.80	\$125,947	\$63.5211	\$79.4014
Step 2	\$2,382.37	\$124,308	\$62.6940	\$78.3675	\$2,442.00	\$127,419	\$64.2632	\$80.3290	\$2,503.10	\$130,607	\$65.8711	\$82.3389
Step 3	\$2,467.40	\$128,745	\$64.9317	\$81.1646	\$2,529.10	\$131,963	\$66.5553	\$83.1941	\$2,592.40	\$135,266	\$68.2211	\$85.2764
Step 4	\$2,552.66	\$133,194	\$67.1753	\$83.9691	\$2,616.50	\$136,524	\$68.8553	\$86.0691	\$2,682.00	\$139,941	\$70.5789	\$88.2236
Step 5	\$2,594.56	\$135,380	\$68.2778	\$85.3473	\$2,659.50	\$138,767	\$69.9868	\$87.4835	\$2,726.00	\$142,237	\$71.7368	\$89.6710
<b>Level 6</b>												
Step 1	\$2,594.56	\$135,380	\$68.2778	\$85.3473	\$2,659.50	\$138,767	\$69.9868	\$87.4835	\$2,726.00	\$142,237	\$71.7368	\$89.6710
Step 2	\$2,690.48	\$140,385	\$70.8022	\$88.5028	\$2,757.80	\$143,896	\$72.5737	\$90.7171	\$2,826.80	\$147,497	\$74.3895	\$92.9869
Step 3	\$2,786.52	\$145,396	\$73.3294	\$91.6618	\$2,856.20	\$149,031	\$75.1632	\$93.9540	\$2,927.70	\$152,762	\$77.0447	\$96.3059
Step 4	\$2,882.77	\$150,418	\$75.8624	\$94.8280	\$2,954.90	\$154,181	\$77.7605	\$97.2006	\$3,028.80	\$158,037	\$79.7053	\$99.6316

**Schedule 1b: Administration Officer Salary Scale**

	1 May 2021				1 May 2022				1 May 2023			
	2.50%				2.50%				2.50%			
	(or \$27.60 per week whichever is the greater)				(or per clause 6.3.1(b) whichever is the greater)				(or per clause 6.3.1(b) whichever is the greater)			
	Weekly	Annual	Full-time (hourly)	Casual 25%	Weekly	Annual	Full-time (hourly)	Casual 25%	Weekly	Annual	Full-time (hourly)	Casual 25%
<b>Level 1</b>												
Step 1	\$1,021.10	\$53,279	\$26.8711	\$33.5889	\$1,046.70	\$54,615	\$27.5447	\$34.4309	\$1,072.90	\$55,982	\$28.2342	\$35.2928
Step 2	\$1,033.40	\$53,921	\$27.1947	\$33.9934	\$1,059.30	\$55,272	\$27.8763	\$34.8454	\$1,085.80	\$56,655	\$28.5737	\$35.7171
Step 3	\$1,045.50	\$54,552	\$27.5132	\$34.3915	\$1,071.70	\$55,919	\$28.2026	\$35.2533	\$1,098.50	\$57,318	\$28.9079	\$36.1349
Step 4	\$1,057.80	\$55,194	\$27.8368	\$34.7960	\$1,084.30	\$56,577	\$28.5342	\$35.6678	\$1,111.50	\$57,996	\$29.2500	\$36.5625
<b>Level 2</b>												
Step 1	\$1,070.20	\$55,841	\$28.1632	\$35.2040	\$1,097.00	\$57,239	\$28.8684	\$36.0855	\$1,124.50	\$58,674	\$29.5921	\$36.9901
Step 2	\$1,087.70	\$56,754	\$28.6237	\$35.7796	\$1,114.90	\$58,173	\$29.3395	\$36.6744	\$1,142.80	\$59,629	\$30.0737	\$37.5921
Step 3	\$1,095.80	\$57,177	\$28.8368	\$36.0460	\$1,123.20	\$58,606	\$29.5579	\$36.9474	\$1,151.30	\$60,073	\$30.2974	\$37.8718
<b>Level 3</b>												
Step 1	\$1,131.60	\$59,045	\$29.7789	\$37.2236	\$1,159.90	\$60,521	\$30.5237	\$38.1546	\$1,188.90	\$62,034	\$31.2868	\$39.1085
Step 2	\$1,150.40	\$60,026	\$30.2737	\$37.8421	\$1,179.20	\$61,528	\$31.0316	\$38.7895	\$1,208.70	\$63,068	\$31.8079	\$39.7599
Step 3	\$1,169.30	\$61,012	\$30.7711	\$38.4639	\$1,198.60	\$62,541	\$31.5421	\$39.4276	\$1,228.60	\$64,106	\$32.3316	\$40.4145
Step 4	\$1,179.60	\$61,549	\$31.0421	\$38.8026	\$1,209.10	\$63,088	\$31.8184	\$39.7730	\$1,239.40	\$64,669	\$32.6158	\$40.7698
<b>Level 4</b>												
Step 1	\$1,224.80	\$63,908	\$32.2316	\$40.2895	\$1,255.50	\$65,509	\$33.0395	\$41.2994	\$1,286.90	\$67,148	\$33.8658	\$42.3323
Step 2	\$1,231.00	\$64,231	\$32.3947	\$40.4934	\$1,261.80	\$65,838	\$33.2053	\$41.5066	\$1,293.40	\$67,487	\$34.0368	\$42.5460
Step 3	\$1,263.30	\$65,916	\$33.2447	\$41.5559	\$1,294.90	\$67,565	\$34.0763	\$42.5954	\$1,327.30	\$69,256	\$34.9289	\$43.6611
<b>Level 5</b>												
Step 1	\$1,306.20	\$68,155	\$34.3737	\$42.9671	\$1,338.90	\$69,861	\$35.2342	\$44.0428	\$1,372.40	\$71,609	\$36.1158	\$45.1448
Step 2	\$1,337.80	\$69,804	\$35.2053	\$44.0066	\$1,371.30	\$71,552	\$36.0868	\$45.1085	\$1,405.60	\$73,341	\$36.9895	\$46.2369
Step 3	\$1,369.70	\$71,468	\$36.0447	\$45.0559	\$1,404.00	\$73,258	\$36.9474	\$46.1843	\$1,439.10	\$75,089	\$37.8711	\$47.3389
<b>Level 6</b>												
Step 1	\$1,413.30	\$73,743	\$37.1921	\$46.4901	\$1,448.70	\$75,590	\$38.1237	\$47.6546	\$1,485.00	\$77,484	\$39.0789	\$48.8486
Step 2	\$1,490.50	\$77,771	\$39.2237	\$49.0296	\$1,527.80	\$79,718	\$40.2053	\$50.2566	\$1,566.00	\$81,711	\$41.2105	\$51.5131
Step 3	\$1,567.40	\$81,784	\$41.2474	\$51.5593	\$1,606.60	\$83,829	\$42.2789	\$52.8486	\$1,646.80	\$85,927	\$43.3368	\$54.1710
Step 4	\$1,645.80	\$85,875	\$43.3105	\$54.1381	\$1,687.00	\$88,024	\$44.3947	\$55.4934	\$1,729.20	\$90,226	\$45.5053	\$56.8816
Step 5	\$1,720.70	\$89,783	\$45.2816	\$56.6020	\$1,763.80	\$92,032	\$46.4158	\$58.0198	\$1,807.90	\$94,333	\$47.5763	\$59.4704
<b>Level 7</b>												
Step 1	\$1,743.40	\$90,967	\$45.8789	\$57.3486	\$1,787.00	\$93,242	\$47.0263	\$58.7829	\$1,831.70	\$95,574	\$48.2026	\$60.2533
Step 2	\$1,775.30	\$92,632	\$46.7184	\$58.3980	\$1,819.70	\$94,948	\$47.8868	\$59.8585	\$1,865.20	\$97,322	\$49.0842	\$61.3553
Step 3	\$1,807.70	\$94,322	\$47.5711	\$59.4639	\$1,852.90	\$96,681	\$48.7605	\$60.9506	\$1,899.30	\$99,102	\$49.9816	\$62.4770
Step 4	\$1,840.00	\$96,008	\$48.4211	\$60.5264	\$1,886.00	\$98,408	\$49.6316	\$62.0395	\$1,933.20	\$100,871	\$50.8737	\$63.5921
Step 5	\$1,872.10	\$97,682	\$49.2658	\$61.5823	\$1,919.00	\$100,130	\$50.5000	\$63.1250	\$1,967.00	\$102,634	\$51.7632	\$64.7040

**Schedule 1c: Administration Officer Allowances**

	<b>1 May 2021</b>	<b>1 May 2022</b>	<b>1 May 2023</b>
	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>
		<b>(or per clause 6.3.1(b) whichever is the greater)</b>	<b>(or per clause 6.3.1(b) whichever is the greater)</b>
<b>Administration Officer Allowances</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>
<b>Qualifications</b>	\$42.40	\$43.50	\$44.60
<b>First Aid</b>	\$18.20	\$18.70	\$19.20

**Schedule 2: Classification Criteria for Administration Officers of TCSO**

**Characteristics and Qualification**

**Competency of Employee**

<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>
Competency at this level involves application of knowledge and skills to a range of tasks and positions	Competency at this level involves application of knowledge with depth in some areas and a broad range of skills		Competency at this level involves self-directed application of knowledge with substantial depth in some areas	Competency at this level involves self-directed development and application of professional knowledge with substantial depth in some areas	Competency at this level involves the use of initiative in self-directed development and application of expert knowledge with extensive recognised expertise in some areas
There is a defined range of contexts where the choice of actions required is clear	There is a range of positions and tasks in a variety of contexts	There is a wide variety of tasks and positions in a variety of contexts	A range of technical and/or other skills are applied to positions and functions in both varied and highly specific contexts	A broad range of professional skills are applied to positions and functions in both varied and highly specific contexts	A breadth and depth of professional skills are applied to positions and functions in both varied and highly specific contexts
There is limited complexity of choice	There is some complexity in the extent and choice of actions required	There is complexity in the ranges and choice of actions required		A proportion of competencies involve complex, specialised or professional functions	A high proportion of competencies involve significant scope and/or complex, specialised or professional functions
Competencies are normally checked within well-established routines, methods and procedures	Competencies are normally used within routines, methods and procedures	Competencies are normally used within a variety of routines, methods and procedures	Competencies are normally used independently and both routinely and non-routinely	Competencies are used independently and are substantially non-routine with initiative being exercised in the application of professional practices	Duties of an innovative and/or critical nature are undertaken without professional direction and initiative is exercised in the application of professional practices
Limited discretion and judgement about	Some discretion and judgement are involved in selection of	Discretion and judgement are required for self and/or	Discretion and judgement are required in planning and	Significant discretion and judgement are required in planning,	Significant discretion and independent judgement are

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
possible actions is involved	equipment, work organisation, services, actions and achieving outcomes within time constraints	others in planning, selection of equipment, work organisation, services actions and achieving outcomes within time constraints	selecting appropriate equipment, service techniques and work organisation for self and/or others	design, professional, technical or supervisory functions related to services, operations or processes for self and/or others	required within constraints set by management

Supervision of Employees' Work

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Works under direct and/or routine supervision depending on function	Works under limited supervision	Work is carried out under general supervision	Works under general supervision and/or broad guidance depending on function	Works under broad guidance	Work is usually performed under general guidance with limited or no professional supervision
Work is intermittently checked	Work may be checked in relation to overall progress			Work is usually measured in terms of the achievement of stated objectives to agreed standards	The general quality of work is monitored by management and is subject to stated objectives and professional standards
May take the form of general guidance where working in teams is involved	May take the form of broad guidance	Progress and outcomes sought are under general guidance		May be less direct than at lower levels and usually be related to task methodology and work practices	
May involve detailed instructions in some situations	May involve a level of autonomy when working in teams			May involve a level of autonomy in accordance with a broad plan or budget strategy	

Supervision of Others

<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>
An Employee at this level will have no supervisory responsibilities	Peer assistance may be provided to others.	The work of others may be supervised			
	An Employee may have limited responsibility for guidance of the work of others	Responsibility for the work and organisation of others in limited areas	Responsibility for the planning and management of the work of others may be involved	Responsibility for the supervision and monitoring of the work of others and of workflow in the area of responsibility may be involved	Responsibility for the setting and achieving of objectives by a work section and its Employees may be involved
An experienced Employee may assist others by providing peer support in the completion of routine tasks	Team co-ordination may be required	Teams may be guided or facilitated		Leadership and development of teams and responsibility for outcomes may be required	
		Training of subordinate Employees may be required	Supervision and training of lower level Employees may be involved		Responsibility for assessment, training and development and performance counselling of Employees may be required

Levels 1 to 7 Qualifications Matrix

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Junior Certificate is the minimum formal qualification. No experience is required	Junior Certificate is the minimum formal qualification. No experience is required	Tertiary qualifications at Certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the Employer as necessary to successfully carry out the duties of the position	Tertiary qualifications at Certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the Employer as necessary to successfully carry out the duties of the position	Tertiary qualifications at Associate Diploma/Diploma level or equivalent qualifications relevant to the position may be required by the Employer or knowledge, qualifications and experience that are determined by the Employer as necessary to successfully carry out the duties of the position	Relevant formal qualifications at degree level are required	Formal qualifications at degree level are required, along with relevant post graduate qualifications or extensive and relevant experience as required by the Employer to reflect higher levels of professional outcomes

Typical Duties/Skills - Administration Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>2.1 Use keyboard skills to produce a document from written text using a standard format</p> <p>2.2 Receive and respond to enquiries within established routines and timeframes, including the provision of general information and assistance to relevant stakeholders</p> <p>2.3 Perform a range of general administrative duties at a basic level, for example, filing, processing mail, maintaining records and general administrative tasks</p> <p>2.4 Operate within well-established routines and processes, office equipment, such as, computer, photocopier, binding machine, guillotine, laminator, switchboard, video conferencing etc</p>	<p>3.1 Carry out a wide range of administrative duties at an advanced level, including typing, word processing, use of implemented and established software systems and maintaining efficient records</p> <p>3.2 Respond to incoming enquiries and addressing issues in accordance with routines, methods and procedures</p> <p>3.3 Enter financial data and prepare financial and management reports for review and authorisation by a senior manager</p> <p>3.4 Prepare and process payroll transactions and associated actions within routines, methods and procedures</p> <p>3.5 Within routines, methods and procedures: provide</p>	<p>4.1 Provide administrative support to senior management where discretion and judgement are required, including: taking minutes; organising appointments and diaries; initiating and handling correspondence (which may include confidential correspondence); monitoring communications (both incoming and outgoing); and establishing and/or maintaining working electronic filing systems</p> <p>4.2 Within a variety of routines, methods and procedures apply inventory and purchasing control procedures, prepare monthly summaries of debtors and creditors ledger transactions and reconcile these</p> <p>4.3 Apply knowledge of advanced functions of computer software packages and manage data ie. modify fields</p>	<p>5.1 Provide executive support to senior management and associated committees as relevant</p> <p>5.2 Direct and supervise the work of administrative and/or other Employees as delegated</p> <p>5.3 Under broad guidance, supervise the administrative functions of the allocated role and senior leader incumbents</p> <p>5.4 Under broad guidance, supervise the operations of processes and activities in relation to key function of the allocated area</p> <p>5.5 Prepare financial documents and associated processes</p> <p>5.6 Provide advice requiring knowledge of policies and / or the interpretation of rules</p>	<p>6.1 Operate and be responsible for an autonomous section and all its operations</p> <p>6.2 Provide professional advice to Employees in the area of expertise</p> <p>6.3 Monitor and analyse regular management information, such as Employees and financial resource usage; ensure that associated information systems are maintained and that regular reports are provided to management</p> <p>6.4 Provide financial, policy, or planning advice which may include providing reports, statistical surveys and advice on regulations and procedures</p> <p>6.5 Monitor expenditure against a budget at a department</p>	<p>7.1 Provide written reports as required on complex matters, suggesting alternative courses of action and analysing the implications of each alternative</p> <p>7.2 Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of Employees or clients</p> <p>7.3 Be substantively involved in the construction of annual and forward planning budgets</p> <p>7.4 Manage the operations of a discrete organisational area, program or administrative function</p> <p>7.5 Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organisational area, formulate policies</p>

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<p>2.5 Under the direct supervision of the Line Manager or delegate, make enquiry and follow up to relevant matters as directed</p> <p>2.6 Carry out minor cash transactions including receipting, balancing and banking as required</p> <p>2.7 Monitor and maintain stock levels of stationery/materials for office/department within established parameters including reordering</p> <p>2.8 Within well-established routines, sort, prepare and record documents (e.g. invoices and relevant correspondence) on a daily/routine/scheduled basis; file such documents in the appropriate system</p> <p>2.9 Within well-established routines, receive and distribute incoming mail, collect</p>	<p>administrative support to senior management; manage appointments, diaries and required travel; and prepare correspondence</p> <p>3.6 Within routines, methods and procedures, prepare and dispatch statements to debtors and payments to creditors, follow up on unpaid accounts; prepare bank reconciliations and reconcile accounts to balance; maintain wage and salary records</p> <p>3.7 Maintain petty cash float and expenses for accounting purposes</p> <p>3.8 Assist in the preparation of internal and external publications</p> <p>3.9 Assist in the recruitment function including handling enquiries and arranging interviews</p>	<p>of information, develop new databases or spreadsheet models; or graph previously prepared spreadsheets</p> <p>4.4 From verbal, electronic or handwritten instructions; answer non-standard executive correspondence, prepare papers, briefing notes, or other written material</p> <p>4.5 Utilising a variety of routines, methods and procedures, calculate and maintain wage and salary records; perform routine classification determinations; and process resignations, retirements and redundancies in accordance with relevant award entitlements</p> <p>4.6 Within a variety of routines, methods and procedures provide significant assistance in the preparation of:</p>	<p>or regulations within their area of operation. Assist in developing policy and procedures relating to their work area and identifying future trends</p> <p>5.7 Under broad guidance supervise the administration of specialised salary and payroll requirements, which may include: eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers' compensation claims</p> <p>5.8 Prepare for senior management financial reports relating to the Employee's area of responsibility</p> <p>5.9 Apply a knowledge of relevant industrial awards and agreements and occupational health and safety requirements. Provide general advice to Employees in these areas</p>	<p>level, draft financial forecasts / budgets at organisational level and / or prepare complex financial reports.</p> <p>6.6 Administer programs with a range of tasks such as advice on financial implications, interpretation of information, assistance and advice concerning complex issues</p> <p>6.7 Prepare correspondence which is complex, original and which initiates or responds to new cases or situations</p> <p>6.8 Formulate procedural policy and guidelines in the Employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary</p> <p>6.9 Direct and support Employees reporting to the position in policies to be followed, methods to be used</p>	<p>and provide specialist advice on policy formulation to senior management</p> <p>7.6 Undertake high level research, review or investigations including the preparation of reports and associated papers to provide advice on the operational and/or future directions of the Employee's section and to contribute to the development of that section in TCSO</p> <p>7.7 Prepare papers, investigate and present information with recommendations for managers.</p>

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<p>outgoing mail, maintain mail registers and records and collate and dispatch documents as required</p> <p>2.10 Perform, within well-established routines, tasks associated with the mass production of printed material including collating, stapling, binding, folding, cutting, etc.</p>	<p>3.10 Under supervision, prepare Government and Statutory Authority returns for authorisation by senior management.</p> <p>3.11 Use software application packages to create database file structures; and spreadsheets/work sheets and documents</p> <p>3.12 Under direction and within routines, methods and procedures: draft agendas for meetings; assemble supporting documents for informal meetings; take and produce minutes and action agendas</p> <p>3.13 Draft and type routine correspondence from brief oral or written instructions. Respond to requests for information including drafting routine correspondence in reply</p>	<p>financial information to trial balance; budgets; cash flow records; balance sheets; trading accounts; cash management analysis; FBT and entity disclosure requirements. NOTE: An Employee is not required to perform all duties listed to satisfy this skill descriptor</p> <p>4.7 Train Employees classified at lower levels by means of personal instruction and demonstration</p>	<p>5.10 Original writing of promotional and advertising material</p> <p>5.11 Coordination of, and participation in, marketing activities</p> <p>5.12 Design of promotional and marketing plans.</p> <p>5.13 Responsibility for liaison with media.</p>	<p>and standards to be observed</p> <p>6.10 Advise and assist in the preparation of budgets</p> <p>6.11 Provide executive support to Senior delegates</p> <p>6.12 Provide advice and/or make recommendations requiring detailed knowledge of policies, and/or the interpretation of rules or regulations within established guidelines, relating to a major function of the organisational work areas</p> <p>6.13 Supervise Employees including participation in induction, training, review, counselling and appraisal and providing feedback on performance</p> <p>6.14 Develop systems and procedures for implementation in</p>	

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	<p>3.14 Maintain established central filing / records systems in accordance with routines, methods and procedures. This would include: creating and indexing new files, retrieving records; distributing files within the office as requested, monitoring file locations and identifying and processing inactive and closed files</p> <p>3.15 Maintain a store through such duties as participation in ordering and issue of expendable stores, recording of stock levels, maintaining records of equipment distribution, delivery dockets, invoices and payment vouchers and responsibility for keys</p> <p>3.16 Schedule and record appointments on behalf of another and, where necessary, resolve involved appointment scheduling problems</p>			<p>accordance with office policy</p> <p>6.15 Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of Employees or clients</p> <p>6.16 Original writing of promotional and advertising material requiring significant discretion and judgement concerning content and design</p> <p>6.17 Management of, and participation in, marketing activities</p> <p>6.18 Design of promotional and marketing plans requiring initiative in the application of professional practices</p> <p>6.19 Responsibility for representing TCE in the media.</p>	

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
	3.17 Process travel and accommodation bookings and arrangements in line with approved processes.				

Information Technology Services (ITS) Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
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<p>2.1 Works under routine direction. Uses limited discretion in resolving issues or enquiries. Works without frequent reference to others.</p> <p>2.2 Demonstrates application of essential generic knowledge typically found in industry bodies of knowledge. Has gained a basic domain knowledge. Absorbs new information when it is presented systematically and applies it effectively.</p>	<p>3.1 Works under general direction. Uses discretion in identifying and responding to issues and assignments. Receives specific direction, accepts guidance and has work reviewed at agreed milestones. Determines when issues should be escalated to a higher level.</p> <p>3.2 Has a sound generic domain knowledge necessary to perform effectively in the organisation typically gained from experience and organisational information. Demonstrates effective application of knowledge. Takes action to develop own knowledge.</p>	<p>4.1 Works under general direction within a clear framework of accountability. Exercises personal responsibility and autonomy.</p> <p>4.2 Has a sound generic, domain and specialist knowledge necessary to perform effectively in the organisation typically gained from recognised bodies of knowledge and organisational information. Demonstrates effective application of knowledge. Has an appreciation of the wider business context. Takes action to develop own knowledge.</p>	<p>5.1 Works under general direction within a clear framework of accountability. Exercises substantial personal responsibility and autonomy. Plans own work to meet given objectives and processes.</p> <p>5.2 Has a thorough understanding of recognised generic industry bodies of knowledge and specialist bodies of knowledge as necessary. Has gained a thorough knowledge of the domain of the organisation. Is able to apply the knowledge effectively in unfamiliar situations and actively maintains own knowledge and contributes to the development of others. Absorbs new information and applies it effectively. Maintains an awareness of developing practices and their application and takes responsibility for</p>	<p>6.1 Works under broad direction. Work is often self-initiated. Is fully responsible for meeting allocated technical and/or project/supervisory objectives.</p> <p>6.2 Is fully familiar with recognised industry bodies of knowledge both generic and specific. Actively seeks out new knowledge for own personal development and the mentoring or coaching of others.</p> <p>6.3 Communicates effectively, both formally and informally.</p> <p>6.4 Analyses, designs, plans, executes and evaluates work to time, cost and quality targets. Analyses requirements and advises on scope and options for continuous operational improvement.</p>	<p>7.1 Works under broad direction. Work is often self-initiated. Is fully responsible for meeting allocated technical and/or project/supervisory objectives. Establishes milestones and has a significant role in the assignment of tasks and/or responsibilities.</p> <p>7.2 Influences organisation, customers, suppliers, partners and peers on the contribution of own specialism.</p> <p>7.3 Demonstrates leadership. Communicates effectively, both formally and informally.</p> <p>7.4 Analyses, designs, plans, executes and evaluates work to time, cost and quality targets. Analyses requirements and advises on scope and options for continuous operational improvement.</p> <p>7.5 Advises on the available standards, methods, tools and</p>
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			driving own development.	6.5 Advises on the available standards, methods, tools and applications relevant to own specialism and can make appropriate choices from alternatives.	applications relevant to own specialism and can make appropriate choices from alternatives.  7.6 Assesses and evaluates risk.  7.7 Proactively ensures security is appropriately addressed within their area by self and others.
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