

CATHOLIC SCHOOLS BROKEN BAY
PRINCIPALS ENTERPRISE
AGREEMENT 2024

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PART 1 - APPLICATION AND OPERATION

1. TITLE OF THE AGREEMENT

The title of this Agreement is the *Catholic Schools Broken Bay Principals Enterprise Agreement 2024*.

2. COVERAGE

- 2.1. Subject to **subclause 2.2**, this Agreement covers and applies to:
- (a) the Employer, that is the Trustees of the Roman Catholic Church for the Diocese of Broken Bay operating as Catholic Schools Broken Bay;
 - (b) Principals employed by the Employer who work in any registered school operated by the Employer; and
 - (c) the Union.
- 2.2. This Agreement does not cover or apply to:
- (a) a Priest or member of a recognised religious order, not including a person who is a Principal and otherwise covered by this Agreement;
 - (b) any person who is principally or substantially based at the Employer's offices (other than a registered school);
 - (c) a person who is a volunteer or contractor.

3. TERM AND OPERATION

3.1. TERM

- (a) This Agreement will come into effect seven days after the date of approval by the Fair Work Commission ('the commencement date') and remains in force until 31 December 2025.
- (b) As soon as practicable after the commencement date, the Employer will pay each Employee the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the Employee for the relevant period.

3.2. RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

The National Employment Standards continue to apply to Principals covered by this Agreement, except where this Agreement provides a more favourable outcome for the Principal in a particular respect.

3.3. EMPLOYER POLICIES

Workplace documents, policies and procedures referred to in this Agreement are not incorporated and do not form part of this Agreement.

For the avoidance of doubt this does not include the CSBB Leave Guideline.

The Employer will not alter the Leave Entitlements and the machinery provisions for accessing these entitlements without the written approval of the IEU.

3.4. SAVINGS

No Principal employed prior to the commencement date will, as a result of this Agreement receive a rate of pay that is less than what they would have otherwise received immediately prior to the commencement date of this Agreement.

4. DEFINITIONS

In this Agreement:

- **'Act'** means the Fair Work Act 2009 (Cth), as amended or replaced from time to time.
- **'this Agreement'** means the Catholic Schools Broken Bay Principals Enterprise Agreement 2024.
- **'AITSL'** means the Australian Institute for Teaching and School Leadership.
- **'Accomplished Principal'** means a principal at this level who has completed three years of service as a Principal and demonstrates proficiency in all the requirements specified for a Foundation Principal.
- **'Caroline Chisholm Centre Office (CCC)'** means the CSBB Central Office.
- **'commencement date'** means seven days after this Agreement is approved by the Fair Work Commission.
- **'Employer'** means the Trustees of the Roman Catholic Church for the Diocese of Broken Bay operating as Catholic Schools Broken Bay.
- **'Enrolment Band'** means the number of students in a school at the August or February census date that determines the Enrolment Band for the purposes of salary payable.
- **'Foundation Principal'** means a Principal at this level who is in their first three years of employment in the position of Principal. They are working towards demonstrated proficiency to become an Accomplished Principal. They improve learning, teaching and faith formation outcomes in accordance with the expectations and requirements specified in contracts of employment and the Employer's policies and/or guidelines.

- **'FWC'** means the Fair Work Commission.
- **'immediate family'** is as defined in the Act.
- **'MySuper product'** has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth).
- **'NES'** means the National Employment Standards as contained in Part 2-2 of the Act.
- **'Participating employer'** means an employer which is recognised as part of the Roman Catholic Church within NSW and the A.C.T and which provides educational services and recognises portability of personal carer's leave and long service leave for employees transferring employment within the Roman Catholic Church as defined in the CSBB Leave Guideline.
- **'previous agreement'** means the NSW and ACT Catholic Systemic Schools Principals Multi-Enterprise Agreement 2020.
- **'Principal'** means a person appointed as such by the Employer and who is responsible for educational leadership within a school.
- **'student vacation period'** or **'SVP'** means periods designated as school holidays for students, but excludes scheduled 'student free days' falling on a term day where staff attend work to participate in scheduled professional development activities.
- **'registered school'** means a school registered under the provisions of the Education Act 1990 (NSW) or Education Act 2004 (ACT), or under the appropriate legislation in other states or territories of the Commonwealth of Australia. For the purposes of this definition, it will also include an Australian registered special school or school for students with disabilities.
- **'school service date'** means the usual commencement date of employment at school for teachers who are to commence teaching on the first day of the first term.
- **'school year'** means the period of 12 months commencing from the school service date and includes term weeks and non-term weeks.
- **'statement of service'** means a statement from an Employer on official letterhead that contains the start date of employment, termination date, classification, whether service was full-time, part-time or casual, whether any leave without pay was taken and the paid promotion positions held by the Principal, including the position of Principal.
- **'superannuation guarantee legislation'** includes the Superannuation Guarantee Charge Act 1992 (Cth) and the

Superannuation Guarantee Administration Act 1992 (Cth) as amended or replaced.

- **'System Leaders'** is a term which refers to Principals and other senior leaders within the CSBB Central Office. For Principals, being a System Leader means they form part of the senior leadership of CSBB and contribute to the development and implementation of strategy and system initiatives.
- **'term day'** means a weekday falling within the designated term time of a given school year, as set out in the school calendar published by an Employer.
- **'term week'** means a week falling within the designated term time of a given school year as set out in the school calendar published by an Employer.
- **'Union'** means the Independent Education Union of Australia.

5. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 5.1. An Employer and Principal covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) allowances;
 - (iii) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Principal in relation to one or more of the matters mentioned in **paragraph 5.1(a)**; and
 - (c) the arrangement is genuinely agreed to by the Employer and Principal.
- 5.2. The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Principal being better off overall than the Principal would be if no arrangement was made.
- 5.3. The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Employer and Principal; and

- (c) is signed by the Employer and Principal; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Principal will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 5.4. The Employer must give the Principal a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.5. The Employer or Principal 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 Principal agree in writing - at any time.

6. TOWARDS 2025 STRATEGY

- 6.1. The Employer's Vision is to provide Authentic, professional Catholic education, delivered with care and compassion.
- 6.2. The Employer's governing authority, led by Bishop Randazzo, our Bishop, sets the strategy to realise the Vision. In July 2020 our Bishop launched the current strategy, Towards 2025, which commits all staff to place our students at the centre of everything we do, and to ensure they know Christ, love learning and are supported to be the very best they can be.

7. NO EXTRA CLAIMS

Except as provided by the Act, prior to 31 December 2025, there will be no further claim by the parties to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.

8. ACCESS TO THE AGREEMENT

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

PART 2 - ROLE, SELECTION AND APPOINTMENT

9. EMPLOYMENT OF A PRINCIPAL

9.1. A Principal will be employed as a full-time or part-time Principal (including as a temporary full-time or part-time Principal).

9.2. PART-TIME PRINCIPALS

(a) The terms of this Agreement shall apply pro rata to a part-time Principal based on a Principal's full-time equivalent (FTE) load.

(b) For the purpose of this subclause, FTE is defined as the proportion that the number of days, or part thereof, worked by a part-time Principal bears to a full-time Principal.

10. MISSION OF CATHOLIC SCHOOLS

10.1. Catholic Schools Broken Bay strive to be:

(a) truly Catholic in their identity and life;

(b) centres of the new evangelisation;

(c) places where the dignity and potential of every student is recognised and developed;

(d) places where students are formed in the faith and can achieve high levels of 'Catholic religious literacy' and practice;

(e) places where the learning outcomes of every student are improved.

10.2. PRINCIPAL'S SUPPORT FOR MISSION

Principals are required to support the mission, teachings and ethos of the Catholic Church's work in schools. It is expected that they:

(a) acknowledge and accept that their work in schools is part of the mission of the Catholic Church;

(b) agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education; and

(c) will avoid any influence on staff and students that is not consistent with such mission, teachings or ethos.

It is acknowledged that the Employer may continue to specify other expectations and requirements in respect of the above in contracts of employment, policies or guidelines.

11. OPERATIONAL ROLE OF PRINCIPALS

Principals are System Leaders in CSBB who are responsible, with support and accountability from other System Leaders, for the efficient operation of the CSBB School to which they are appointed as Principal.

Principals are critical to CSBB's Towards 2025 Strategy objectives of:

- (i) accompanying students, families and staff to know Christ and to grow in faith;
- (ii) maximising the learning growth of each student;
- (iii) developing a collaborative culture of continuous improvement;
- (iv) building staff capabilities to enable student achievement and meet the needs and requirements of the School;
- (v) implementing effective systems and processes at the School which amongst other things, fosters a culture of welcome and mutual accountability;

These objectives are realised by doing the following:

- (a) leading a culture of safeguarding to keep our students safe;
- (b) ensuring the delivery of curriculum and assessment;
- (c) working to the *AITSL Australian Professional Standard for Principals and the Leadership Profiles*, as well as the *CSBB Capability Framework*;
- (d) sustaining and growing student enrolments (to the extent that is within the Principal's control), and working within the School's financial plan;
- (e) day to day compliance by staff with policy and other legal requirements for their School identified by either NESAs, the NSW or Commonwealth Government or CSBB;
- (f) ensuring with other System Leaders, the effective implementation of the CSBB Risk Management Framework at the School;
- (g) engagement with other CSBB System Leaders and contribution to system initiatives, as required;
- (h) consultation and engagement with the local Parish, staff and parents on the development of plans, programs and objectives for the School;
- (i) incorporating fair and just practices in relation to staff and students; and
- (j) Any other matters reasonably required for the discharge of this operational role.

12. SELECTION AND APPOINTMENT PROCEDURES

12.1. Except where the position is filled temporarily by the Assistant Principal, full- time and part-time positions of more than one term in duration will at the discretion of the employer be appropriately advertised and appointments made following a selection process. Appointments will be made on the basis of merit and suitability for the position in accordance with the documented Employer selection process and appointment procedures of the Employer.

12.2. CONTRACT

The Employer will provide a Principal on appointment, with a contract which must include:

- (a) the type of employment, that is full-time or part-time, and whether the appointment is on an ongoing or temporary basis. If the appointment is on a temporary basis, the letter will inform the Principal of the term of the appointment;
- (b) the location(s) of work;
- (c) the rate of pay of the Principal applicable on commencement;
- (d) a statement in relation to superannuation benefits;and
- (e) A copy of the CSBB Leave Guideline

13. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

Flexible working arrangements will be determined in accordance with the NES. Disputes about the application of the provisions of the NES will be dealt with in accordance with the Dispute Resolution Procedure.

14. PROFESSIONAL LEARNING AND DEVELOPMENT

14.1. Principals are encouraged and will be supported by the Employer in their professional learning, including by way of self-reflection in their day to day work, collaboration with colleagues, discussion with leaders and pursuing research or studies in their own time.

14.2. The Employer shares a responsibility for professional learning and will provide a range of professional learning opportunities for Principals.

PART 3 - CLASSIFICATION STRUCTURE AND RELATED PROVISIONS FOR PRINCIPALS

15. PRINCIPALS SALARY AND CLASSIFICATION STRUCTURE

15.1. ANNUAL SALARY REVIEW

- (a) Principals will receive a minimum salary increase of 3% on the first full pay period (F.P.P) on or after 1 July 2024 and 3% on the F.P.P on or after 1 July 2025.
- (b) Prior to 1 July of each year, CSBB will undertake an Annual Salary Review and any outcome from the Annual Salary Review will take effect from the first full pay period on or after 1 July each year.
- (c) The Annual Salary Review will determine any salary review adjustment for Principals.
- (d) The Annual Salary Review will be inclusive of salary review increases set out in **Clause 15.1(a)** above.
- (e) In undertaking the Annual Salary Review, CSBB will consider the following factors:
 - (i) Percentage increase(s) to Principal salaries in the NSW Department of Education in the preceding 12 months.
 - (ii) The annual movement (%) for all sectors Wage Price Index for NSW as determined in the preceding quarter in which the Annual Salary Review is undertaken.
 - (iii) Annualised and percentage (%) wage increases for Principals employed by other Catholic Systemic Employers in New South Wales.
 - (iv) CSBB's financial performance for the previous 12 months and forecast financial performance for the years ahead.

CSBB will provide the relevant information relied upon in conducting the Annual Salary Review (including information outlined in **subclause 15.1(e)(iv)**) to the Union prior to the determination of the Annual Salary Review. The Union is entitled to make representations to CSBB regarding the information provided.

15.2. MINIMUM ANNUAL SALARY

- (a) The minimum annual and equivalent fortnightly salaries payable to Principals will be as set out in **Table 1 – Principals' Salaries of Schedule A – Monetary Rates**.

These rates incorporate minimum 3% increases as set out in **Clause 15.1(a)**, in the event CSBB provides for a higher salary review increase these rates will be correspondingly adjusted.

The fortnightly rates in the table have been calculated by

multiplying the annual salary by 14 and dividing by 365, with the answer rounded to two decimal places.

- (b) A Principal's minimum annual salary will be determined in accordance with the following:
 - (i) the Enrolment Band in accordance with **subclauses 15.3 and 15.4**; and
 - (ii) service as a Principal in a registered school.

15.3. PRINCIPAL LEVEL AND PROGRESSION

- (a) A Principal will commence at the Foundation Principal level of the relevant Enrolment Band.
- (b) A Principal will progress to the Accomplished Principal level of the relevant Enrolment Band once the Principal has completed three years' service and subject to a satisfactory performance review in accordance with the Employer's policies and procedures.
- (c) The Employer will seek to commence the performance review no later than one term prior to the conclusion of the third year so that the review is completed by the end of the third year. If the review is not completed by the end of the third year, and if the review is subsequently completed satisfactorily, then the increase in the rate of pay will be backdated to the commencement of the fourth year of appointment. A satisfactory review is one where the Principal remains employed as such.
- (d) Where a Principal has been appointed to a school in a lower Enrolment Band than the school at which the Principal was previously appointed, the Principal will maintain the salary applicable to the higher Enrolment Band and level for a period of three years unless otherwise agreed from the date they commence the new school appointment.
- (e) The level at which a Principal is classified will be recognised by each Employer covered by this Agreement.

15.4. ENROLMENT BAND VARIATION

- (a) This paragraph applies in circumstances where the enrolment at a school varies, such that the Principal falls under a different Enrolment Band for the purpose of salary payable pursuant to **subclause 15.1** and the relevant Enrolment Band in accordance with **Table 1 – Principals' Salaries of Schedule A – Monetary Rates**.
 - (i) If the enrolment of a school increases at the August census date and such increase is maintained at the February census date of the following year such that a different Enrolment Band is applicable, then the salary of the Principal will increase from the beginning of that following school year.
 - (ii) If the enrolment of a school increases at the February

census date and such increase is maintained in the August census date such that a different Enrolment Band is applicable, then the salary of the Principal will be retrospectively increased from the beginning of that school year.

- (iii) If the enrolment of a school decreases at a census date such that a lower Enrolment Band is applicable and such decrease is maintained at the following census date, the salary of the Principal will be maintained at the higher Enrolment Band until the cessation of the following school year.

15.5. CREDIT FOR SERVICE

For the purpose of calculating credit for service for appointment and progression to Foundation Principal and Accomplished Principal levels in accordance with **subclause 15.2**, service as a Principal in registered schools (before or after the commencement date) will be recognised as follows:

- (a) any employment as a full-time Principal will be counted as service;
- (b) the amount of service of a part-time Principal will be calculated on a pro-rata basis;
- (c) service as a casual Principal will be credited on the basis that 203 days of casual service is equal to a year of full-time service; and
- (d) a year of full-time service will be deemed to mean 203 days of teaching service, including full-time, part-time and casual service as a Principal.

15.6. SAVINGS CLAUSE

- (a) Notwithstanding the provisions of this clause, where a Principal employed immediately prior to the commencement date was receiving a rate of pay that is higher than the rate that would apply under this clause, the Principal will continue to receive the higher rate until such time as the rate in this Agreement matches or exceeds the rate they were receiving under the previous agreement, except where **subparagraph 15.4(a)(iii)** applies.

PART 4 - PAYMENT OF SALARY AND ALLOWANCES

16. PAYMENT OF SALARY

16.1. FORTNIGHTLY PAYMENTS

The salary payable to a Principal will be payable fortnightly and will be paid by electronic funds transfer into an account nominated by the Principal.

16.2. OVERPAYMENTS/UNDERPAYMENTS

Where an Employer becomes aware that payments have been made over or under the entitlements provided for in this Agreement, the Employer will investigate to establish the overpayment or underpayment and notify the Principal in writing of the basis of the overpayment or underpayment. If the parties are unable to reach agreement on the amount due or to be recovered or agreed repayment arrangements, either party may have recourse as provided in **Clause 32 - Dispute Resolution Procedures**.

16.3. SALARY PACKAGING

- (a) An Employer may offer and a Principal may elect to receive the value of their annual remuneration as a combination of salary or wages (payable fortnightly) and benefits payable by the Employer. The total value of such salary, benefits, fringe benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed for the Principal in this Agreement. Principals should seek their own independent financial advice before entering into such arrangements.
- (b) The Employer will determine the range of benefits available to the Principal and the Principal may determine the mix and level of benefits.
- (c) Any payment calculated by reference to the Principal's rate of pay and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on deathwill be at the rate prescribed by this Agreement.
- (d) Where the Employer offers and a Principal elects to receive their annual remuneration as a combination of salary (payable fortnightly) and additional superannuation, the additional superannuation is payable to any eligible superannuation fund identified by this Agreement and nominated by the Principal.

17. PART-TIME PRINCIPALS

A part-time Principal, including a temporary part-time Principal, will be paid at the same rate as a full-time Principal with the corresponding classification in accordance with **subclause 15.1(b)**, and in accordance with the FTE load of the Principal.

18. EXPENSE RELATED ALLOWANCES

18.1. TRAVEL EXPENSES

When a Principal in the course of their duty, is required to travel to any place away from their usual place of employment, they must be paid expenses actually incurred in accordance with the Employer's travel policy.

18.2. TRAVEL ALLOWANCE

- (a) A Principal required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Table 2 - Allowances of Schedule A - Monetary Rates**.
- (b) The allowance will be calculated on a daily basis.
- (c) Where a Principal is required to travel from their home to a location other than their usual place of employment, the Principal is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:
 - (i) in the case of a Principal who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day; or
 - (ii) otherwise, a deduction of the usual costs of the Principal's journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

19. SUPERANNUATION

19.1. DEFINITIONS

For the purposes of this clause:

- (a) "Basic Earnings" means:
 - (i) the minimum annual rate of salary prescribed from time to time for the Principal by **subclause 15.2 Minimum Annual Salary**;
 - the amount of any payment made to the Principal pursuant to **Clause 16 Salary Adjustment Formula and Student Vacation Periods, Clause 22 – Annual Adjustment of Salary Formula and Clause 30 Termination of Employment**;

and

- (ii) any other payment that is 'ordinary time earnings' (OTE) as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992 (SGAA)*.
- (b) "Fund" means:
- (i) NGS Super;
 - (ii) Catholic Super; and
 - (iii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the Principal is eligible to join and which is approved by the Employer as a fund into which a Principal of that Employer may elect to have the Employer pay contributions made pursuant to this Agreement in respect of that Principal;
 - (iv) an Employee's existing superannuation fund (Stapled super fund) or in the absence of a fund election by a Principal a stapled super fund with a MySuper product.

Provided that, if offered as a default Fund, the Fund offers a MySuper product.

19.2. BENEFITS

- (a) The Employer will, in respect of each Principal employed by the Employer, and subject to the provisions of **subclause 19.4**, pay superannuation contributions into the Fund nominated by the Principal, a stapled fund or such other fund as set out in **paragraph 19.1** by applying the relevant "charge percentage" as set out in Section 19 of the Superannuation Guarantee Administrative Act, to the Employee's basic earnings.
- (b) The percentage rate in **paragraph 19.2(a)** reflects, and will increase to reflect any future increases to, the "Charge Percentage" as set out in section 19 of the SGAA. Any such future increases to the percentage rate in **paragraph 19.2(a)** will take effect at the date of commencement of any such increase to the Charge Percentage.
- (v) Where a new Principal commences employment with the Employer, the Employer will advise the Principal in writing of the Principal's superannuation entitlements under this Agreement and of the available Funds within two weeks of the date of commencement of employment. The Principal will advise the Employer in writing of their choice of Fund (as defined in **paragraph 19.1(b)**), or in the absence of a fund election by a Principal a stapled super fund with a MySuper product.
- (c) If the Principal does not nominate a Fund, the Employer may nominate a default Fund provided it has a MySuper product.

19.3. TRANSFERS BETWEEN FUNDS

If a Principal is eligible to belong to more than one Fund, the Principal will be entitled to notify the Employer that the Principal wishes the Employer to pay contributions in respect of the Principal to a new Fund. The Employer will only be obliged to make such contributions to the new Fund where the Employer has been advised in writing:

- (a) of the Principal's application to join the other Fund; and
- (b) that the Principal has notified the trustees of the Principal's former Fund that the Principal no longer wishes the contributions which are paid on the Principal's behalf to be paid to that Fund.

19.4. EXCEPTIONS

An Employer will not be required to make contributions under this Agreement in respect of a Principal who:

- (a) is absent from his or her employment without pay, for such period of absence without pay; or
- (b) is otherwise referred to in section 27 of the SGAA.

PART 5 - HOURS OF WORK

20. HOURS OF WORK FOR PRINCIPALS

The Parties recognise that the hours of work requirement for a Principal will vary with the requirements of their School and will vary over the School Year.

In managing the hours of work the Employer will ensure compliance with the NES averaged over a 12 month period including recognising that the hours of work requirement will be lower during Student Vacation Periods.

The parties agree that Salary is in full compensation for all hours worked by the Principal in discharge of their duties.

PART 6 – LEAVE

21. ANNUAL LEAVE

21.1. ENTITLEMENT

A Principal is entitled to four weeks of paid annual leave for each year of service. A Principal's entitlement to paid annual leave accrues progressively during the school year according to the Principal's ordinary hours of work, and accumulates from year to year.

21.2. TAKING OF LEAVE

- (a) Principals are required to take annual leave in a consecutive period at the commencement of the school summer vacation each year.
- (b) Annual leave is exclusive of public holidays (in accordance with **Clause 23 – Public Holidays**).
- (c) Annual leave must be re-credited in accordance with the Act. The Employer may direct that, in the case of a Principal, any re-credited leave be taken during non-term weeks.

21.3. ANNUAL LEAVE LOADING

- (a) A Principal is entitled to annual leave loading of 17.5%, which is in addition to the annual leave payment owed to the Principal.
- (b) Annual leave loading is automatically paid to a Principal as soon as practicable after the first full pay period on or after 1 December each year, and is based on the Principal's ordinary rate of pay as at 1 December. Where a Principal has been employed continuously since the school service date, the payment of annual leave loading on 1 December is on the basis that the Principal has completed a full year of service with the Employer.
- (c) Where the employment of a Principal is terminated for any reason and at the time of termination the Principal has not been given and has not taken the whole of the annual leave to which they are entitled, they will be paid a loading calculated in accordance with this subclause for the period not taken.

22. STUDENT VACATION PERIODS

22.1. A Principal's salary is payable throughout the School Year including Student Vacation Periods in recognition of the fact that Principals will undertake work during the Student Vacation Periods.

22.2. A Principal's salary during a Student Vacation Period is adjusted on a pro-rata basis if:

- (a) The Principal's employment was commenced after the

Commencement of the school year or terminated employment during the school year;

- (b) Taken leave without pay of greater than 20 pupil days during the school year; or
- (c) has experienced a variation in FTE load or hours of work during the school year.

The payment provided in this clause is inclusive of entitlements to Annual Leave under the relevant provisions of the Act and as required to be taken under Clause 21.2 of this Agreement.

In all other circumstances the Principal will be paid their ordinary pay throughout each week of the student vacation periods.

- 22.3. If the employment of a Principal terminates on the last day of a school term, the Principal will be paid the value of any Student Vacation Period payment calculated in accordance with **Clause 22.2** upon termination of employment for the Student Vacation Period immediately following the termination of employment date.

23. PUBLIC HOLIDAYS

- 23.1. For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day, or part day, recognised under the NES as a public holiday.
- 23.2. A Principal is entitled to be absent from their employment on a day or part day that is a public holiday in the place where the Principal is based for work purposes.
- 23.3. Full-time and part-time Principals will be entitled to the above holidays without loss of pay, provided that a Principal will only be paid for such holidays that occur on days the Principal is normally or regularly rostered to work their ordinary hours.
- 23.4. An Employer may request a Principal to work on a public holiday if the request is reasonable. A Principal may refuse the request if the request is not reasonable or the refusal is reasonable. In determining whether a request or refusal of a request to work on a public holiday is reasonable, consideration will be given to criteria set out in section 114(4) of the Act.

24. PERSONAL/CARER'S LEAVE

24.1. ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE

- (a) A Principal will receive a one-off entitlement to 15 days paid Personal/Carer's Leave upfront (pro rata for a part-time Principal) on their first temporary block or permanent appointment in addition to Personal/Carer's Leave provided in **paragraph 24.1(b) and (c)**. This one-off entitlement will

not apply where the Principal has transferred their accrued Personal/Carer's Leave from a participating employer as provided in this Agreement or where the Principal received this entitlement as a Teacher from an Employer and has continuous employment with that Employer since receiving that entitlement.

- (b) A full-time Principal will be entitled to 15 days paid Personal/Carer's Leave for each year of service. Personal/Carer's Leave will accrue progressively during a year of service according to a Principal's ordinary hours of work.
- (c) A part-time Principal will be entitled to paid Personal/ Carer's Leave in proportion to that number of hours they work in proportion to a full-time Principal.
- (d) A Principal may take paid Personal/Carer's Leave if the leave is taken:
 - (i) because the Principal is not fit or able to work due to a personal illness, or personal injury, or unexpected personal emergency, or domestic violence affecting the Principal; or
 - (ii) to provide care or support to a member of the Principal's immediate family, or household member, and who requires care or support because of:
 - (A) a personal illness, or personal injury; or
 - (B) an unexpected emergency; or
 - (C) domestic violence.
- (e) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Principal's control and is of an urgent and serious nature that requires the urgent attendance of the Principal. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Principal's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Principal to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.
- (f) When a Principal takes a period of paid Personal/Carer's Leave, the Employer must pay the Principal at the Principal's base rate of pay for the Principal's ordinary hours of work in the period.
- (g) Where applicable, if a public holiday occurs during a Principal's absence on Personal/Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

24.2. NOTICE REQUIREMENTS

As soon as practicable, and where possible prior to the Principal commencing such leave, a Principal will notify the Employer of:

- (a) their intention to take Personal/Carer's Leave;
- (b) the reason for their absence, being a reason specified in **paragraph 24.1(d)**; and
- (c) the period, or expected period of their leave.

24.3. EVIDENCE REQUIREMENTS

- (a) Evidence will not be required for the first three days of Personal/Carer's Leave taken by a Principal in a school year. For subsequent absences, the provisions set out in **paragraphs 24.3 (b) to (e)** will apply.
- (b) FOR PERSONAL ILLNESS OR INJURY:
 - (i) A Principal will, upon request, provide evidence to the Employer for each absence of two consecutive days or more due to personal illness or injury.
 - (ii) Evidence may be obtained from either a medical practitioner or from a registered health practitioner. In accordance with the Health Practitioner Regulation National Law (NSW) a registered health practitioner means an individual who practises one of the following professions including its specialties:
 - Chiropractic
 - Dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health specialist)
 - Medical
 - Nursing and midwifery
 - Optometry
 - Osteopathy
 - Pharmacy
 - Physiotherapy
 - Podiatry
 - Psychology
 - Aboriginal and Torres Strait Islander health practice
 - Chinese medicine
 - Medical radiation practice; or
 - Occupational therapy.
- (c) FOR UNEXPECTED PERSONAL EMERGENCY
A Principal will, upon request, provide documentation acceptable to the Employer or a statutory declaration, outlining the nature of the unexpected personal emergency and that such circumstance prevented the Principal from attending work.
- (d) TO PROVIDE CARE OR SUPPORT TO A MEMBER OF THE PRINCIPAL'S IMMEDIATE FAMILY OR HOUSEHOLD MEMBER,

A PRINCIPAL WILL, UPON REQUEST:

- (i) produce a certificate from a registered medical practitioner or certificate or other evidence from a registered health practitioner, or statutory declaration, establishing the illness or injury of the person concerned and that the illness or injury is such as to require care by another person; or
- (ii) produce documentation acceptable to the Employer or a statutory declaration, establishing the nature of the unexpected emergency, and that such unexpected emergency resulted in the person concerned requiring care by the Principal.

24.4. EMPLOYER CONCERNS ABOUT THE TAKING OF PERSONAL/CARER'S LEAVE

- (a) Notwithstanding **subclause 24.3**, where a Principal has either:
 - (i) taken frequent single days of Personal/Carer's Leave; or
 - (ii) taken extended Personal/Carer's Leave; or
 - (iii) taken frequent days of Personal/Carer's Leave immediately before and/or after a public holiday, or immediately before and/or after a pupil vacation period;the Employer may take the following action:
 - (iv) arrange a meeting in order to clarify their concerns with the Principal;
 - (v) invite the Principal to respond verbally to the issues raised by the Employer; and allow the Principal, if they wish, to seek the assistance of a support person during meetings (this may include a Union representative).
- (b) After consideration of the Principal's response, the Employer may:
 - (i) require further evidence of illness/injury or care/support responsibility;
 - (ii) request the Principal to obtain a second opinion from another doctor at the Employer's cost;
 - (iii) request a more detailed estimation of the likely length of the absence;
 - (iv) require the Principal to obtain a medical report (at the Employer's cost) in relation to the likely period of absence;
 - (v) discuss with the Principal any other action. This may include but is not limited to the Principal applying for flexible working arrangements.

24.5. ACCUMULATION OF PERSONAL/CARER'S LEAVE

If the full period of Personal/Carer's Leave is not taken in any year, the whole or any untaken portion will be cumulative from year to

year. No Principal will be subject to a cap on the maximum number of Personal/Carer's leave days that can accumulate from year to year.

24.6. UNPAID LEAVE FOR CARING PURPOSES

- (a) A Principal, including a casual Principal, is entitled to take up to two days unpaid carer's leave for each occasion that a member of the Principal's immediate family, or household requires care or support due to:
 - (i) a personal illness or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member; or
 - (iii) the birth of a child.
- (b) A Principal cannot take unpaid carer's leave under this subclause if the Principal could instead take paid Personal/Carer's Leave.
- (c) A Principal's entitlement to take unpaid carer's leave under this subclause is subject to the Principal meeting the notice requirements set out in **subclause 24.2** and the evidence requirements set out in **subclause 24.3**.
- (d) An Employer must not fail to re-engage a casual Principal because the Principal accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Principal are otherwise not affected.

24.7. SPECIAL LEAVE

- (a) A Principal is entitled to one day of paid Special Leave each calendar year, which is non-cumulative and which will not be deducted from Personal/Carer's Leave accruals.
- (b) Special Leave is available to be used to meet a scheduled family commitment, where the timing of the commitment is beyond the control of the Principal and where the commitment cannot be scheduled outside work time (for example, the graduation of a family member).
- (c) The Principal will provide the Employer with reasonable notice of their intention to take Special Leave to enable the Employer to plan for such an absence.
- (d) The Employer may seek further details regarding the nature of the commitment and the reasons why the commitment cannot be scheduled outside of work hours.

25. PARENTAL LEAVE AND RELATED ENTITLEMENTS

25.1 Initial Primary Care Giver

- (a) Principals are entitled to 14 weeks paid parental leave, paid at the rate of pay the Employee would have otherwise been paid in

circumstances where they have an entitlement to take parental leave under the Fair Work Act and they will be the primary caregiver responsible for the care of a child from the date of the child's birth or in the case of adoption from the date of placement with the Principal.

- (b) This period of paid parental leave will be exclusive of student vacation periods.

25.2 Not Initial Primary Care Giver

- (a) Where the Principal is not the Primary Care Giver as at the date of the birth or placement of the Child, they will be entitled to two weeks paid parental leave as at the Date of Birth of the Child or placement of the Child as the case may be.
- (b) Principals are entitled to 12 weeks paid parental leave, paid at the rate of pay the Employee would have otherwise been paid in circumstances where they have an entitlement to take parental leave under the Fair Work Act and they become the primary caregiver responsible for the care of a child subsequent to the date of the child's birth or in the case of adoption after the date of placement with the Principal in the first twelve months of the Child's life.
- (c) This period of paid parental leave will be inclusive of student vacation periods.
- (d) The terms of parental leave will be in accordance with the CSBB leave guideline.

26. LONG SERVICE LEAVE

26.1. APPLICABILITY OF LONG SERVICE LEAVE ACT 1955 (NSW)

The provisions of the Long Service Leave Act 1955 (NSW) will apply except to the extent that this Agreement provides for a more favourable outcome in a particular respect.

26.2. LONG SERVICE LEAVE ENTITLEMENT

The long service leave entitlement of a Principal will be:

- (a) in respect of full-time service of less than ten years' service, 6.5 days per year of service;
- (b) in respect of full-time service completed by the Principal of 10 or more years, 10 days per year of service; and
- (c) in respect of part-time service completed by the Principal, a pro rata amount of the entitlement in **paragraphs 26.2(a) and (b)**, calculated according to the FTE load of the Principal during the period of part-time service.

26.3. ACCRUAL OF LONG SERVICE LEAVE UNDER PREVIOUS INDUSTRIAL INSTRUMENTS

- (a) Any Long Service Leave accrued by a Principal under a previous agreement or award or contract of employment prior to the commencement date will be preserved to the credit of the Principal.

26.4. CONDITIONS OF TAKING LONG SERVICE LEAVE (Are as set out in the CSBB Leave Guideline or as otherwise listed as below).

(a) LONG SERVICE LEAVE AND STUDENT VACATION PERIODS

- (i) Long Service Leave will be exclusive of student vacation periods adjacent to or within the period of leave
- (ii) Where a Principal wishes to take a short block of long service leave of less than one term immediately before or immediately after a student vacation period but neither in accordance with **paragraph 26.4(b)** nor in accordance with the CSBB Leave Guideline, then the Employer may impose that the leave is inclusive of the student vacation period adjacent to or within the period of leave.

(b) LONG SERVICE LEAVE IN SHORT BLOCKS

- (i) A Principal who has five years of continuous service may apply to access short blocks (of less than one term) of long service leave. The application may be approved at the discretion of the Employer having regard to:
 - (A) the educational needs of the students;
 - (B) the critical times of the school year;
 - (C) the personal circumstances of the Principal;
 - (D) the notice given and the period of leave requested by the Principal; and
 - (E) if applicable, whether the total number of absences of the Principal on long service leave in a year is in accordance with Employer policy.
- (ii) Where an application for a short block of long service leave is approved pursuant to this paragraph, the leave will be exclusive of student vacation periods adjacent to or within the period of leave.

(c) LONG SERVICE LEAVE AND CASUAL EMPLOYMENT

A part-time Principal may work casually whilst on long service leave, provided he or she does not work on the days that are the normal rostered days of employment.

26.5. CASHING OUT LONG SERVICE LEAVE

After ten years' service with the Employer, a Principal may elect to

'cash out' a portion of their long service leave as follows:

- (a) the portion of Long Service Leave that may be cashed out must not include the minimum leave entitlement under applicable State or Territory Long Service Leave legislation. This is because it is prohibited under State or Territory Long Service Leave legislation to 'cash out' long service leave;
- (b) the Principal must elect in writing to cash out this extra portion of Long Service Leave; and
- (c) the Principal's entitlement to long service leave will be reduced by the extent of such payment.

26.6. PAYMENT OF LONG SERVICE LEAVE ON TERMINATION

In the case of an Principal who has completed at least five years' service with an Employer and the service of the Principal is terminated or ceases for any reason, such Principal must be paid their accrued long service leave balance calculated in accordance with this clause.

26.7. SERVICE

- (a) A Principal who takes approved leave without pay (including unpaid parental leave) will be deemed to have had continuous service, notwithstanding the fact that the service was interrupted by such leave. However, the period of the unpaid leave must not be taken into account in calculating the period of service for the purpose of long service leave accrual. This provision does not apply to a Principal who takes unpaid community service leave under the Act; a Principal who takes a period of unpaid community service leave under the Act will accrue long service leave during such period.
- (b) A Principal whose employment terminates with an Employer within one week of the end of any school term, and is reappointed by the same Employer before the expiration of two weeks after the commencement of the next school term will be deemed to have had continuous service for the purposes of long service leave.

26.8. For the purpose of Long Service Leave, the service of a Principal shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the Employer was as a teacher or consultant or similar position and part as a Principal.

27. LEAVE PORTABILITY

27.1. The Employer supports the principle of leave portability in respect of personal carer's leave and long service leave for employees in relation to Participating Employers.

27.2. The Employer will facilitate transfer of personal carer's leave and long service leave for Principals taking up and leaving employment

with the Employer and moving to and from employment with a Participating Employer.

- 27.3. Where an Principal confirms to the Employer that they wish to access portability for these leave entitlements the following arrangements will apply.
- 27.4. Where an Principal is taking up employment with the Employer: The Employer will recognise accrued personal carer's leave and long service leave arrangements where a reciprocal transfer arrangement is in place with the outgoing Participating Employer.
- 27.5. Where an Principal is leaving employment with the Employer: The Employer will provide a transfer arrangement to the incoming employer confirming the Principal's leave entitlements where a Reciprocal transfer arrangement is in place with the incoming Participating Employer.
- 27.6. CSBB will publish and maintain a CSBB Leave Guideline confirming details of all Participating Employers and the level of participation by Participating Employers (ie after 1 year or 5 years service by the Principal) and providing for the transfer of up to 150 days accrued personal leave to another Participating Employer.
- 27.7. CSBB will not alter its level of participation in respect of other Participating Employers without the prior consent of the IEU.

28. OTHER LEAVE

28.1. COMPASSIONATE LEAVE FOR PRINCIPALS

- (a) A Principal will be entitled to paid compassionate leave as set out in the table below:

CIRCUMSTANCE IN WHICH LEAVE IS GRANTED	MAXIMUM NUMBER OF PAID COMPASSIONATE LEAVE DAYS PER OCCASION
On the death of an immediate family member or household member (including attendance at their funeral).	3 days
When an immediate family member or household member contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life.	2 days
Where a Principal or immediate family member	2 days

or household member suffers a miscarriage or stillbirth	
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- (b) A Principal must notify the Employer as soon as practicable of their intention to take leave under **paragraph 28.1(a)** and must advise the Employer of the period, or expected period of the leave.
- (c) A Principal may be required to provide the Employer with satisfactory evidence of such death and/ or personal illness or injury.
- (d) Where a Principal takes compassionate leave in accordance with **paragraph 28.1(a)** an Employer, in its absolute discretion, may grant the Principal additional leave as leave without pay or leave with pay.
- (e) Where a Principal requests leave to attend a funeral for a person not specified in **paragraph 28.1(a)**, the Employer in its absolute discretion may grant the Principal leave, which will be deducted from the Principal's entitlement to Personal/Carer's Leave in **clause 24**.
- (f) A Principal may take compassionate leave in conjunction with Personal/Carer's leave. In determining such a request, the Employer will give consideration to the circumstances of the Principal and the reasonable operational requirements of the School.

28.2. COMMUNITY SERVICE LEAVE

- (a) An Employer will provide a Principal with community service leave in accordance with the Act and this subclause.
- (b) Where the involvement of a Principal in a community service activity has been approved by the Employer after consideration of the needs of the School, a Principal will be entitled to paid leave of not more than five days in any school year (unless otherwise agreed with the Employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State or Territory Emergency Service or Volunteer Fire Brigade. A Principal will otherwise be entitled to unpaid leave for an eligible community service in accordance with the Act.
- (c) A Principal who is required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose. The Principal will be required to reimburse to the Employer any monies payable to the Principal for such attendance (excluding reimbursement of expenses) which required the Principal's absence from School.
- (d) The Principal must notify the Employer as soon as possible of the date upon which he or she is required to attend for jury

service. The Principal must provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

28.3. MILITARY RESERVE LEAVE

A Principal who is a member of the Australian Military Reserve or other Australian military forces will be granted unpaid leave for the purpose of attending any compulsory camp or posting.

28.4. EXAMINATION AND STUDY LEAVE

A Principal who, for the purposes of furthering training which is relevant to their employment, enrolls in any course approved by the Employer at a recognised higher education institution, will be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) with pay on the day of their graduation; and
- (c) without pay for the purpose of attending any compulsory residential school which is a part of such course.

28.5. OVERSEAS VOLUNTEER PROGRAMS

A Principal, who has completed at least five years continuous service with their Employer, will be entitled to leave without pay to work in an overseas volunteer program approved by the Employer. The leave will normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the Employer. Such leave without pay will not break continuity of service but does not count as service with the Employer for the purpose of long service leave or any other accrued entitlements.

28.6. PAID FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) Family and domestic violence is defined as any violent, threatening or other behaviour by a person that coerces or controls a member of the Principal's family or household or causes the family or household member to be fearful.

It may include physical, emotional, psychological or financial abuse.

The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

- (b) The Employer is committed to supporting employees that experience family and domestic violence.
- (c) Principals experiencing family and domestic violence will be able to access up to ten (10) days paid leave per year. For the avoidance of doubt, family and domestic violence leave does not accumulate from year to year and is not paid out

upon termination of employment.

- (d) An employee wishing to access paid family and domestic violence leave provided under this **subclause 28.7** must comply with the evidence and notice requirements relating to family and domestic violence leave set out in the Act.
- (e) Personal information concerning family violence will be kept confidential by the Employer unless otherwise required by law.
- (f) The Employer, where appropriate, may facilitate flexible working arrangements (subject to operational requirements) including changes to working times, work locations, phone numbers and email addresses.

28.7. PAID EMERGENCY DISASTER LEAVE

- (a) The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.
- (b) Principals will assist with keeping schools open to support students, families and the community and to provide continuity of teaching and learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in **paragraph 28.8(c)** or are otherwise on approved leave. Subject to **paragraph 28.8(c)** Principals may be asked to assist with preparing for a reopening of a school damaged by a declared natural disaster.
- (c) A full-time or part-time Principal who is unable or prevented from attending work because of a declared natural disaster and cannot work remotely will be granted a maximum of five days' paid leave per calendar year (non-cumulative) in the following circumstances:
 - (i) they must remain at home because transport services and facilities are disrupted or discontinued, and they are not able to reach a place of work in a timely manner; or
 - (ii) they are away from their usual residence and are unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or
 - (iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or
 - (iv) they must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.
- (d) In respect of the entitlement set out in **paragraph 28.8(c)**,

- a Principal may be required to provide satisfactory evidence.
- (e) The Principal will advise the Employer as soon as possible of their intention to apply for leave pursuant to this **subclause 28.8**, the expected duration and the reason for the absence.
 - (f) If a natural disaster is declared retrospectively and a full-time or part-time Employee has already taken other leave because of that declared natural disaster in the circumstances set out in **paragraph 28.8(c)**, the Employee may apply for that other leave (including unpaid leave) to be converted to paid emergency disaster leave up to a maximum of five days per calendar year.
 - (g) For the purpose of this clause, the Principal's "home", means the Principal's principal place of residence only.

Note: A full-time or part-time Principal who is impacted by a natural disaster (whether declared or not) may be entitled to apply for paid Personal/Carer's leave under **Clause 24 – Personal/Carer's Leave** of this Agreement. A Principal who is unable to or prevented from attending work because of floods, severe snowfall or storms, bushfires or other natural emergencies in the circumstances in **subparagraphs (c)(i) to (iv)** and cannot work remotely will be considered to be affected by the unexpected personal emergency for the purposes of **Clause 234 – Personal/Carer's Leave**. For clarity, personal/carer's leave cannot be taken concurrently with paid emergency disaster leave.

PART 7 - SUSPENSION AND TERMINATION OF EMPLOYMENT

29. SUSPENSION

- 29.1. Notwithstanding any of the provisions in this Agreement, an Employer may suspend a Principal with or without pay while considering any matter which in the view of the Employer could lead to the Principal's summary dismissal.
- 29.2. Suspension without pay will not be implemented by the Employer without prior discussion with the Principal and will not, except with the Principal's consent, exceed a period of four weeks.

30. TERMINATION OF EMPLOYMENT

30.1. NOTICE OF TERMINATION

- (a) An Employer must not terminate a Principal's employment unless the Employer has given the Principal written notice of the day of the termination. The day of termination cannot be before the day the notice is given.
- (b) An Employer must not terminate a Principal's employment unless:
 - (i) the time between the giving of notice and the day of the termination is at least the minimum period of notice set out in **paragraph 30.1(c)**, or
 - (ii) the Employer has paid the Principal payment in lieu of notice of at least the amount the Employer would have been liable to pay the Principal had the Principal continued to work until the end of the notice period.
- (c) The employment of a Principal (other than a casual Principal) will not be terminated without the provision of notice in accordance with the following table:

MINIMUM PERIOD OF NOTICE	
Principal	Ten school term weeks' notice which must expire in the term it is given either: <ul style="list-style-type: none">(i) At the end of the said school term; or(ii) At least two weeks before the end of the said school term.

- (d) A Principal is required to give the same notice of termination to their Employer as set out in **paragraph 30.1(c)**.
- (e) The above will not affect the right of the Employer to summarily dismiss any Principal for incompetence, misrepresentation, neglect of duty or other misconduct and in such case salary will be paid up to the time of dismissal only.

30.2. PAYMENT ON TERMINATION

- (a) Principals will, upon termination of employment be paid all salary or wages and other monies due, and including any payments which may be due in lieu of annual leave (under the applicable provisions of **clauses 21, 22 or 23**) and/or long service leave.
- (b) If a Principal fails to give the notice specified in **paragraph 30.1(d)**, the Employer may withhold from any amounts payable under this Agreement, an amount for the period of notice not given by the Principal. Any such deduction made by an Employer must be in accordance with section 324 of the Act.

30.3. STATEMENT OF SERVICE

- (a) On termination of employment the Employer will, on request, provide a Principal with a Statement of Service.
- (b) Upon request, a casual Principal will be supplied with a Statement of Service which sets out the number of days of duty undertaken by the Principal during the period of engagement.

31. REDUNDANCY PAY

31.1. Where an Principal's employment is to be terminated due to redundancy, the Employer (subject to an application and further order of the FWC as set out in **subclauses 31.2 and 31.3**), will pay the following redundancy pay in respect of a continuous period of service:

- (a) Where a Principal is under 45 years of age, the Employer will pay in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
	under 45 years
less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where a Principal is 45 years of age and over, the entitlement will be in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
	45 years of age and over
less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks

5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks' means the all-purpose weekly rate of pay for the Principal concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over Agreement payments and allowances provided for in this Agreement.

31.2. INCAPACITY TO PAY

- (a) 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 **subclause 30.1**.
- (b) The FWC will have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the amount of redundancy pay in **subclause 30.1** will have on the Employer.

31.3. 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 **subclause 30.1** if the Employer obtains acceptable alternative employment for a Principal.

31.4. TRANSFER TO LOWER PAID DUTIES

Where a Principal is transferred to lower paid duties following the process set out in **Clause 33 – Consultation Regarding Major Workplace Change**, the Principal will be entitled to the same period of notice of transfer as the Principal would have been entitled to if the Principal's employment had been terminated, and the Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

31.5. TIME OFF DURING THE NOTICE PERIOD

- (a) A Principal given notice of termination by the Employer in circumstances of redundancy must be allowed up to one day off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the Principal has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Principal will, at the request of the Employer, be required to produce proof of attendance at an interview or the Principal will not receive payment for the time

absent.

31.6. PRINCIPAL LEAVING DURING THE NOTICE PERIOD

A Principal given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Principal is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment in lieu of notice.

31.7. NOTICE TO SERVICES AUSTRALIA

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

31.8. SERVICES AUSTRALIA EMPLOYMENT SEPARATION CERTIFICATE

The Employer will, upon receipt of a request from a Principal whose employment has been terminated, provide to the Principal an 'Employment Separation Certificate' in the form required by Services Australia.

PART 8 - CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

32. DISPUTE RESOLUTION PROCEDURES

- 32.1. In the event of a dispute about a matter under:
- (a) this Agreement; or
 - (b) a matter arising under the NES; the following procedure shall be followed:
- 32.2. STEP 1
In the first instance the parties should attempt to resolve the matter at the workplace by discussions between the Principal or Principals concerned and the relevant supervisor, where appropriate. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner through discussions between the Principal or Principals concerned and senior management (which may include senior staff of the Employer) as appropriate.
- 32.3. STEP 2
If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 32.2** have been taken, a party to the dispute may refer the dispute to the FWC.
- 32.4. The FWC may deal with the dispute in two stages:
- (a) The 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 the FWC is unable to resolve the dispute at the first stage, the FWC may then, on application of either party:
 - (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. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of *Div 3 of part 5-1 of the Act*. Therefore, an appeal may be made against the decision.)
- 32.5. The Employer or Principal may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause. Where the Principal appoints the Union, the Union shall be a party to the dispute.
- 32.6. While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, a Principal must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another

workplace that is safe and appropriate for the Principal to perform.

33. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

33.1. This clause applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Principals of the enterprise.

33.2. The Employer must notify the relevant Principals and the Union, of the decision to introduce the major change. The Employer will notify Principals of their right to appoint a representative for the purposes of consultation, and if a Principal advises the Employer of the identity of the representative, the Employer must recognise the representative.

33.3. As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Principals:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Principals;
 - (iii) measures the Employer is taking to avert or mitigate the adverse effects of the change on the Principals; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Principals, and where appointed as a representative, the Union:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Principals;
 - (iii) where a change involves the termination of an Principal's employment, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Principals likely to be affected, and the number of Principals normally employed, and the period over which the terminations are likely to be carried out; and
 - (iv) any other matters likely to affect the Principals.

33.4. The Employer is not required to disclose confidential or commercially sensitive information to the relevant Principals or their representative.

33.5. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Principals

or their representative.

- 33.6. In this clause, a major change is likely to have a significant effect on Principals if it results in:
- (a) the termination of the employment of Principals; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Principals; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Principals; or
 - (f) the need to relocate Principals to another workplace; or
 - (g) the restructuring of jobs.
- 33.7. In this clause, 'relevant Principals' means the Principals who may be affected by the major change.

34. CONSULTATION ABOUT CHANGE TO REGULAR OR ORDINARY HOURS OF WORK

- 34.1. Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Principals, the Employer must consult with the Principal or Principals affected and their representatives, if any, about the proposed change. If the Principal is a member of the Union, the Principal may appoint the Union to be their representative.
- 34.2. The Employer must:
- (a) provide to the Principal or Principals affected and their representatives, if any, all relevant information about the proposed change (for example, information about the nature of the change to the Principal's regular roster or ordinary hours of work and when that change is proposed to commence), and information about what the Employer reasonably believes will be the effects of the change on the Principals;
 - (b) invite the Principal or Principals affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (c) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Principal or Principals concerned and/or their representatives.
- 34.3. The requirement to consult under this clause does not apply where a Principal has irregular, sporadic or unpredictable working hours.

- 34.4. These provisions are to be read in conjunction with other provisions within this Agreement concerning the scheduling of work and notice requirements.

35. FAIR PROCEDURES

35.1. DEFINITIONS

For the purpose of this clause:

- (a) '**Child**' means a person under the age of 18 years.
- (b) '**Exempt Allegation**' means an allegation which is not reportable conduct pursuant to the *Children's Guardian Act 2019 (NSW)*. An exempt allegation includes:
 - (i) conduct that is reasonable for the purposes of discipline, management or care of a child, having regard to the age, maturity, health or other characteristics of the child and to any relevant code of conduct or professional standard; or
 - (ii) the use of physical force if, in all the circumstances, the physical force is trivial or negligible, and the circumstances in which it was used have been investigated and the result of the investigation recorded in accordance with appropriate procedures; or
 - (iii) conduct of a class or kind exempted from being reportable conduct by the Children's Guardian under section 30 of the *Children's Guardian Act 2019 (NSW)*.
- (c) '**Reportable Allegation**' means an allegation of reportable conduct against a Principal or an allegation of misconduct that may involve reportable conduct, whether or not the conduct is alleged to have occurred in the course of the Principal's employment with the Employer.
- (d) '**Reportable Conduct**' as defined in the *Children's Guardian Act 2019 (NSW)* means:
 - (i) a sexual offence;
 - (ii) sexual misconduct;
 - (iii) ill-treatment of a child;
 - (iv) neglect of a child;
 - (v) an assault against a child;
 - (vi) an offence under section 43B or 316A of the *Crimes Act 1900 (NSW)*; or
 - (vii) behaviour that causes significant emotional or psychological harm to a child.

35.2. PROCEDURAL FAIRNESS FOR PRINCIPALS IN DEALING WITH REPORTABLE ALLEGATIONS AND EXEMPT ALLEGATIONS

- (a) Subject to **paragraph 35.2(c)**, a Principal, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her

Employer (or the person delegated by his or her Employer to do so) of the reportable allegation or exempt allegation made against them. The Principal will be given:

- (i) an opportunity to respond to the reportable allegation or exempt allegation; and
 - (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the Principal, have otherwise directed the Employer not to do so.
- (b) Where an interview is required, the Principal shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation, the names and positions of persons who will be attending the interview; the right to be accompanied by a person of the Principal's choice (a witness). The Principal will be given sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.
- (c) Nothing in this **subclause 35.2** will require an Employer to act contrary to any written advice or notice given by the Police or government agency in accordance with sections 31–33 of the *Children's Guardian Act 2019* provided that:
- (i) the Employer is acting in accordance with such written advice or notice; and
 - (ii) such written advice or notice has not expired or been revoked or withdrawn.

35.3. ACCESS TO FILES

The Principal may, subject to giving reasonable notice, inspect a file in regard to a reportable allegation or exempt allegation pursuant to the *Children's Guardian Act 2019 (NSW)*:

- (a) Such Principal is to be informed by his or her Employer of the location of any files that the Employer holds relating to the Principal, concerning a reportable allegation or an exempt allegation made against the Principal;
- (b) Access is limited to the documents relevant to the adverse finding that was made and not the entire file;
- (c) The Employer may redact, restrict or withhold access to any such file, or part of a file, where the Employer has reason to believe that the provision of access would either:
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation; or
 - (ii) compromise or put at risk the wellbeing or safety of another Principal, another child, a parent or a member of the community who is the alleged victim, the reporter of the allegation, or a witness in the investigation; or

- (iii) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegation; or
- (iv) prevent the Employer from reporting the details of a reportable allegation or an exempt allegation against a Principal, in compliance with any statutory requirement.

35.4. RESPONSE TIME

- (a) The Principal must respond to the Employer with regards to any concerns they have, including submitting any further documentation, within 10 working days of inspecting the relevant file or part of the file.
- (b) The Employer must provide a reply to the issues raised by the Principal, place such documentation on the file and consider any material so raised with respect to the impact, if any, on the finding so made.

35.5. ADDITIONAL DOCUMENTATION FROM PRINCIPAL

- (a) A Principal against whom a reportable allegation or an exempt allegation has been made may submit to his or her Employer documentation, in response to the matters alleged against him or her.
- (b) The Employer must place such documentation on the file held by the Employer concerning the reportable allegation or exempt allegation made against the Principal.

35.6. CONFIDENTIALITY OF DOCUMENTS AND FILES

The Employer must implement procedures to safeguard the confidentiality of any file held by the Employer concerning any reportable allegation or exempt allegation made against a Principal.

SCHEDULE A - MONETARY RATES

TABLE 1 – PRINCIPALS SALARIES

Enrolment Band	Level	Annual Salary from first full pay period on or after 9 October 2023 (\$)	Annual Salary from first full pay period on or after 1 July 2024 (\$)	Annual Salary from first full pay period on or after 1 July 2025 (\$)
Band 1 1-100 students	Foundation	169,208	174,284	179,513
	Accomplished	178,115	183,458	188,962
Band 2 101-300 students	Foundation	183,376	188,877	194,543
	Accomplished	193,029	198,820	204,785
Band 3 301-450 students	Foundation	188,958	194,627	200,466
	Accomplished	198,903	204,870	211,016
Band 4 451-600 students	Foundation	194,538	200,374	206,385
	Accomplished	204,778	210,921	217,249
Band 5 601-900 students	Foundation	205,231	211,388	217,730
	Accomplished	216,033	222,514	229,189
Band 6 901-1200 students	Foundation	210,682	217,002	223,512
	Accomplished	221,770	228,423	235,276
Band 7 1201-1500	Foundation	219,469	226,053	232,835
	Accomplished	231,021	237,952	245,091
Band 8 1501+ students	Foundation	228,622	235,481	242,545
	Accomplished	240,655	247,875	255,311

*Fortnightly salary calculated in accordance with **subclause 17.1** - annual salary multiplied by 14 and divided by 365, rounded to two decimal places.

TABLE 2 – ALLOWANCES


The rates below will be calculated on a daily basis as follows:

TRAVEL ALLOWANCE	RATE \$
Less than 100km	\$0.84 per km
100km and over	\$0.64 per km

SIGNATURES TO THE AGREEMENT


EXECUTED as an agreement.

SIGNED for and on behalf of the Independent Education Union of Australia, as a representative of employees by an authorised officer in the presence of:


.....
Signature of authorised officer

Carol Matthews
.....
Name of authorised officer (print)

Secretary, NSW/ACT Branch
.....
Title of authorised officer (print)
Carol Matthews
485 - 501 Wattle Street
Ultimo NSW 2007


.....
Signature of witness

Neal Bent
.....
Name of witness (print)

Industrial officer
.....
Title of witness (print) *NSW/ACT Branch*

SIGNED for and on behalf of the Trustees of the Roman Catholic Church for the Diocese of Broken Bay by an authorised officer in the presence of:


.....
Signature of authorised officer

Danny Casey
.....
Name of authorised officer (print)

Director of Schools
.....
Title of authorised officer (print)

Danny Casey
Caroline Chisholm Centre
Building 2, 423 Pennant Hills Road,
Pennant Hills NSW 2120


.....
Signature of witness

Julia Conroy
.....
Name of witness (print)

Senior Lead, Executive Support
.....
Title of witness (print)

Julia Conroy
Caroline Chisholm Centre
Building 2, 423 Pennant Hills Road,
Pennant Hills NSW 2120