

CONDITIONS OF EMPLOYMENT

1.0 MISSION AND VALUES

Work is for people, not people for work. Through work, individuals not only contribute to the common good but also achieve fulfilment as human beings.

In this respect, the Church teaches that employees and employers should be regarded as partners in their place of work and in their respective roles. Mutual respect, esteem and goodwill should underpin the relationship between the employer and the employee. Employees are to be encouraged and enabled to see their work not merely as a source of income, but as providing a service and a benefit to others in society.

Accordingly, every person in the workplace - employer and employees - is entitled to be treated with respect and dignity. To this end, the observance of fair and just principles and practices is required for the establishment and maintenance of a workplace that encourages and supports the full development of all persons serving the Church.

Above all else, Church employers and employees should be a partnership working towards the achievement of the organisation's ministry and mission, underpinned by clearly expressed values and principles. To achieve these goals, there needs to be a consistent application of Church teaching and proper employment practices in the workplace.

2.0 EMPLOYER

The Trustees of the Archdiocese of Canberra & Goulburn is the employer.

3.0 TYPES OF ENGAGEMENT AND HOURS OF WORK

- 3.1 Full-time employees work an average of 38 hours per week. These hours may be averaged, by agreement with the employee, over a defined period of time.
- 3.2 Part-time employees work an average of less than 38 hours per week on a regular basis. These hours may be averaged, by agreement with the employee, over a defined period of time.
- 3.3 Casual employees work on an irregular basis; that is, they do not have regular fixed hours of employment and have no expectation of ongoing or further employment. Casual employees are paid a loading of 25 % above their classification hourly rate of pay. This compensates the casual employee for not receiving the benefit of annual leave, personal leave and public holidays. Casual employees are paid for the periods of time they are required to work.
- 3.4 Casual employees not covered by an award are entitled to a minimum payment of two hours' work at the appropriate rate.
- 3.5 Ordinary working hours are between 8.30am and 5.00pm from Monday to Friday. These may be varied by agreement to meet the needs of the organisation or the employee.
- 3.6 Employees are entitled to a half-hour meal break on each day that they work at least five hours. The duration of the meal-break may vary by agreement and is unpaid time.
- 3.7 In accord with the need for proper rest, employees are entitled to In-lieu Leave (calculated on a time for time basis) if they work more than 38 hours in a week; they work outside ordinary working hours; or, they work on a public holiday.
- 3.8 Employees who work more than three (3) hours and less than eight (8) hours are entitled to one ten minute rest break – paid.

4.0 ANNUAL LEAVE

- 4.1 Full-time employees are entitled to **20 days** of paid annual leave for each twelve months of continuous service.

- 4.2 Part-time employees are entitled to paid annual leave on a pro rata basis for each twelve months of continuous service.
- 4.3 Casual employees are not entitled to paid annual leave.
- 4.4 Annual leave is cumulative from year to year. However, given the need for proper rest, employees are encouraged to take accrued annual leave no later than six months after the end of a period of twelve-months' continuous service, unless otherwise agreed with the employer.
- 4.5 Full-time and part-time employees may seek, with the approval of the employer, to use proportionate accrued annual leave in any year of employment.
- 4.6 Unused annual leave is payable on termination.
- 4.7 Employees are entitled to have a day credited to their annual leave entitlements for each public holiday that falls within a period of annual leave.

5.0 LONG SERVICE LEAVE

- 5.1 Employees are entitled to **9.1 weeks** of paid long service leave after seven years of continuous employment.
- 5.2 Employees are entitled to proportionate paid long service leave after five years of continuous employment.
- 5.3 Employees will continue to accrue long service leave after seven years of continuous employment at the rate of one and one-third weeks per annum of continuous service, or at a greater rate if more generous under applicable legislation.
- 5.4 Employees are requested to give six weeks' notice of their intention to take long service leave. This assists with planning and organisation of work for the period that the employee is on leave.
- 5.5 Given the need for proper rest, employees should take long service leave no later than a date twelve months after the full accrual of the entitlement, unless otherwise agreed with the employer.
- 5.6 The employer may approve long service leave in advance to meet the particular circumstances of an employee, where that employee has five or more years of continuous service. (This is to be deducted from any future entitlement to long service leave.)
- 5.7 Employees are entitled to a payment, upon termination, after completion of five consecutive years of service on a pro rata basis of 1.3 weeks for each completed year of service.
- 5.8 Employees are entitled to portability of long service leave credits within the Archdiocese as per conditions of the NSW/ACT Catholic Diocesan Employers' Long Service Leave Portability Agreement.

6.0 PERSONAL LEAVE

- Full-time employees are entitled to **10 days** of paid personal leave for each twelve months of continuous service.
- Part-time employees are entitled to paid personal leave on a pro rata basis for each twelve months of continuous service.
- Casual employees are not entitled to paid personal leave.

6.1 SICK LEAVE – component of Personal Leave

- Sick leave is cumulative from year to year.
- Full-time and part-time employees may seek, with the approval of the employer, to utilise proportionate accrued sick leave in any year of employment.
- Unused sick leave is not payable on termination.
- A medical certificate is required for any absence in excess of two consecutive days or where the single day absences of an employee are greater than five days in any one year.

6.2 CARER'S LEAVE – component of Personal Leave

- Employees are entitled to use up to five days of their personal leave entitlement in each year or their accumulated balance to care for family members or members of their immediate household who are ill and need their care.
- Employees **may access annual leave** entitlements for single day absences to care for family members or members of their immediate household who are ill and need their care.
- Employees **may request unpaid leave** to care for family members or members of their immediate household who are ill and need their care. Unpaid carer's leave is to be approved by the employer.
- Family members include but are limited to the spouse/partner of the employee, children, parents, grandparents, grandchildren, brothers and sisters, and parents - in law and grandparents - in law of the employee.

6.3 BEREAVEMENT LEAVE – component of Personal Leave

- Full-time and part-time employees are entitled to a maximum of **3 days** paid leave from their personal leave balance on each occasion of the death of a member of their family or a member of their immediate household.
- Where an employee requires more than three days leave, the employer may approve the use of annual or unpaid leave.

6.4 PATERNITY LEAVE – component of Personal Leave

- An employee shall be entitled to **2 day's** leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- In addition to this entitlement an employee shall be entitled to take paternity leave in one continuous period not exceeding **3 weeks**. Such leave shall be deducted from, or shall not exceed, the employee's entitlement to Personal Leave.
- The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of birth of the child and not later than four weeks after the birth of child, provided that the employer may, in exceptional circumstances, request the employee to take leave at a time outside the period specified in this subclause. If the employee chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this subclause.
- The entitlement to paternity leave is inclusive of, and not in addition to, the employee's entitlement to take unpaid paternity leave in accordance with the *National Employment Standards*.
- The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice.

6.5 DOMESTIC VIOLENCE LEAVE – component of Personal Leave

- Employees are entitled to up to **5 days** leave per annum to deal with circumstances of domestic violence.
- Additional leave may be negotiated with the employer as necessary.

7.0 STUDY LEAVE

- Full-time employees may apply for up to **10 days** paid study leave in order to fulfil obligations with respect to an approved course of study. Study leave does not include travel time to and from the place of study.
- Part-time employees may apply for an approved course of paid study leave on a pro rata basis.
- Casual employees are not eligible for paid study leave.

8.0 SPECIAL UNPAID LEAVE

- Employees may apply for special unpaid leave to meet particular circumstances of pressing need or urgency.
- The employer may approve such an application if the employee has utilised all of their paid leave entitlements, there is a pressing and urgent necessity for the leave to be taken and the needs of the organisation can be accommodated.
- Unpaid leave of any nature for a period greater than three months is not counted as continuous service for the purpose of leave entitlements. While employees on unpaid leave for a period greater than three months do not accrue annual, sick and long service leave, their entitlements are not decreased and are reactivated upon their return to work.

9.0 MATERNITY LEAVE

- As per the *National Employment Standards* an employee may request up to twenty-four (24) months (two times twelve months) unpaid leave after having completed twelve months continuous service.
- An employee who is granted maternity leave by the Archdiocese in accordance with these provisions shall be entitled to be paid the equivalent of **14 weeks'** salary.
- Maternity leave will normally commence four weeks prior to the anticipated date of birth. Subject to medical advice this period may be reduced.
- The employee may elect to receive paid maternity leave either in accordance with the usual Archdiocesan payment schedule or as a lump sum payment in advance.
- Where an employee applies for a lump sum payment in advance the employee shall give the Archdiocese at least one month's notice of this intention.
- If an employee has received payment of the maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth the employee shall be entitled to retain the payment of the maternity leave.
- An employee who receives paid maternity leave in accordance with Clause 6.5 is not to be employed as a casual employee by the Archdiocese for the period of payment.

10.0 ADOPTION LEAVE

- An employee who applies for adoption leave under the *National Employment Standards* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in relation to paid maternity leave (Clause 9). Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

11.0 IN-LIEU LEAVE

- 11.1 Staff members of the Archbishop's Office of Evangelisation (AOE) are entitled to In-Lieu Leave to cover those occasions when they are required to attend events outside normal hours of engagement.
- 11.2 An In-Lieu Leave Advice Form must be completed immediately following the event, ratified by the staff member's immediate supervisor and forwarded to Archdiocesan Employment Services for approval.
- 11.3 An In-Lieu Application Form must be completed, ratified by the staff member's immediate supervisor and forwarded to Archdiocesan Employment Services for approval.
- 11.4 No more than five (5) days can be accumulated. The leave must be taken within twenty (20) working days and fully accessed before 31 December each year.
- 11.5 It is incumbent on AOE staff that when planning after hours activities that they factor into their program the need to take In-Lieu leave within the allocated period.

12.0PURCHASED ANNUAL LEAVE

Purchased Annual Leave is available to permanent full-time and part-time AOE staff with less than 20 days Annual Leave accrued. If a staff member is planning to take a period of unpaid leave they must allow sufficient time to complete the salary sacrifice arrangement(s) whilst still a paid employee. Any outstanding repayments for Purchased Annual Leave will be factored into the staff member's termination arrangements. That is, it may be necessary to repay an amount.

- 12.1 If the staff member satisfies the eligibility criteria they may apply to purchase up to 4 additional weeks of annual leave to be used within a 12-month period. Only one application may be made per calendar year.
- 12.2 At the time of each application the staff member will submit a calendar indicating when they intend taking the leave and any accrued paid leave entitlements (e.g. annual leave and long service leave) to which they will become entitled during the following 12 months. Purchased Annual Leave is in addition to statutory annual leave entitlements.
- 12.3 Approval to purchase annual leave is not automatic. The staff member must discuss his/her leave requirements for the following 12 months with his/her Team Leader. Any leave arrangement has then to be approved by the Archdiocesan Financial Administrator. Approval of any leave request is subject to the operational requirements of the AOE.
- 12.4 Purchased Annual Leave may be taken in weeks or single days.
- 12.5 Purchased Annual Leave does not accrue. It is the staff member's responsibility to ensure that all their Purchased Annual Leave is used within 12 months from the date the purchase is approved. Any leave that has been purchased but not used within the agreed 12 month period will be forfeited.
- 12.6 Purchased Annual Leave may not be cancelled once it has been approved. It is important therefore that the staff member can both afford and take the leave purchased. Any exceptions will require approval from the Archdiocesan Financial Administrator.
- 12.7 The cost of Purchased Annual Leave is calculated by dividing the staff member's annual salary by 52 and then multiplying that number by the number of weeks of Purchased Annual Leave. For example, if the annual salary is \$50,000 and the staff member wishes to purchase four weeks the cost will be $\$50,000/52 \times 4 = \$3,846$. If a part time employee, the cost is calculated in the same way and pro-rated. The staff member's annual salary is then reduced by the cost of the Purchased Annual Leave (and any other salary sacrifice options) and the remaining cash remuneration is then averaged out across the remainder of the year.
- 12.8 Whenever possible staff members are encouraged to use accrued paid leave entitlements such as annual leave and long service leave before taking Purchased Annual Leave. Salary sacrifice arrangement(s) will continue throughout any periods of paid leave. Annual leave, personal leave and long service leave will continue to accrue whilst on Purchased Annual Leave.

13.0JURY/OTHER SERVICE

Full-time and part-time employees who are required to attend for jury service, or other approved services are entitled to payment of any loss of their normal time wages.

14.0CURIA OFFICE CHRISTMAS STANDOWN

- The Curia Office will close between the scheduled Christmas and New Year public holidays.

15.0TERMINATION OF EMPLOYMENT

- 15.1 Either the employer or the employee may terminate his or her employment by providing at least two (2) weeks' notice of termination or resignation in writing (*Legislation requires that the employer have a valid reason for the termination of employment and ensure procedural fairness to the employee.*)

- 15.2 When dismissing an employee the employer is obliged to give the following minimum notice periods:
- Less than 1 year – 1 week.
 - 1-3 years – 2 weeks.
 - 3-5 years – 3 weeks.
 - Over 5 years – 4 weeks.
 - Over 45 years of age and engaged in excess of 2 years an extra 1 week.
- 15.3 In the circumstance of termination as a consequence of redundancy, as soon as the employer identifies a potential redundancy situation, all potentially affected employees are to be notified in writing and provided with information about the circumstances that may lead to redundancies.
- 15.4 The employer is to consider available alternatives to redundancy; establish fair and reasonable criteria for selecting the employees to be declared redundant; identify the number and type of jobs to be declared redundant; and outline any redundancy package to be offered to employees whose employment is to be terminated.
- 15.5 The employer will investigate all available alternatives to redundancy, including: redeployment; job sharing; natural attrition; and/or voluntary redundancies.
- 15.6 The employer shall pay redundant employees a severance payment, which is to be based on the Redundancy Test Case standard of the applicable federal or state industrial relations jurisdiction.
- 15.7 Redundancy will be paid at the employee's base pay rate for their ordinary hours of work and does not include:
- Loadings
 - Monetary allowances
 - Overtime or penalty rates
 - Any other separately identifiable amounts.
- 15.8 All outstanding entitlements will be paid out such as annual leave and long service leave.
- 15.9 When leaving Archdiocesan employ AOE staff will:
- Include an 'Out of Office' notice on their e-mail advising of their departure.
 - Transfer and/or clean up all electronic e-mail and documents.
 - The staff member's account will be archived and the account removed on the day of their departure.

16.0 GRIEVANCE PROCEDURE

- 16.1 A grievance is any matter that an employee believes to be unjust or unfair, or seeks to bring to the attention of the employer.
- 16.2 Any grievance is to be notified to the employer either verbally or in writing.
- 16.3 The employer is to attempt to resolve or to provide an answer to the matter within two working days.
- 16.4 If the employer is not able to resolve the matter, the employee may approach the Archdiocesan Officer responsible for employment relations.
- 16.5 If the matter cannot be resolved by the Archdiocesan Officer responsible for employment relations, the employee may approach the Archdiocesan Financial Administrator (AFA).
- 16.6 If the matter cannot be resolved by the AFA, the employee may request that an agreed independent mediator be appointed to assist with the resolution of the matter.
- 16.7 If the matter cannot be resolved by an independent mediator, then the employee may request that an agreed independent arbitrator be appointed to determine the matter. The decision of the independent arbitrator will be binding on both the employer and employee.

17.0 CLASSIFICATIONS AND SALARY

- 17.1 The employer is responsible for the setting of appropriate salary levels for employees and any subsequent review or reclassification of employees.

- 17.2 At engagement, employees are to be placed at the appropriate level and positions based on the required level of competency, responsibility and skill to effectively perform the duties of the position.
- 17.3 Reclassification of a position to a higher level may occur where the duties of an employee have altered to such an extent that the employee is undertaking the primary performance of tasks at a higher level of competency, responsibility and skill.
- 17.4 The salary of each employee shall be reviewed by the employer at least every three years, on 1 January, or at any other time as requested by the employee.

18.0 SUPERANNUATION

- 18.1 Superannuation contributions shall be paid on behalf of every employee in accordance with applicable legislation.
- 18.2 Superannuation contributions shall be paid on behalf of housekeepers not covered by the applicable legislation.

19.0 AMENDMENTS AND VARIATIONS

- 19.1 These conditions of employment are to be reviewed by the employer every three years.
- 19.2 Amendments or variations will not be made if their effect is to disadvantage employees overall.
- 19.3 Variations to these conditions of employment for individual employees are permitted with prior approval from the employer.

20.0 FEDERAL STATE AND ACT TERRITORY LEGISLATION AND AWARD TERMS AND CONDITIONS OF EMPLOYMENT

- 20.1 These conditions of employment do not override any terms and conditions of employment found in applicable Federal, State and ACT Territory legislation or awards, except where these terms and conditions of employment are superior to those contained within the applicable legislation or award.

21.0 RELOCATION EXPENSES

- 21.1 In certain circumstances consideration will be given to relocation expenses for successful interstate applicants.

22.0 EXPENSES

- 22.1 Employees are entitled to reimbursement of expenses, approved in advance by the employer that they incur in the course of their employment.
- 22.2 Expenses for authorised travel will include accommodation, travel, meals, petrol, incidental costs associated with the performance of work, and other similar expenses.
- 22.3 Employees are to submit claims for reimbursement with supporting evidence of the expenses.
- 22.4 The employer may approve an advance to cover anticipated expenses. Employees must acquit the advance with supporting evidence of the actual expenses and return any unspent portion of the advance.
- 22.5 The allowances determined by the Australian Taxation Office are payable to employees who are required to use their own motor vehicles to perform their duties. This does not include normal travel to and from work.