



DECISION

Fair Work Act 2009

s.217 - Application to vary an agreement to remove an ambiguity or uncertainty

Corporation of the Roman Catholic Diocese of Toowoomba T/A Diocese of Toowoomba Catholic Schools
(AG2021/5501)

TOOWOOMBA CATHOLIC SCHOOLS PRINCIPALS' AGREEMENT 2020-2024

Educational services

COMMISSIONER SPENCER

BRISBANE, 18 JUNE 2021

Application for variation of the Toowoomba Catholic Schools Principals' Agreement 2020-2024.

[1] An application has been made by the Corporation of the Roman Catholic Diocese of Toowoomba T/A Diocese of Toowoomba Catholic Schools (the Applicant) pursuant to s.217(1) of the *Fair Work Act 2009* (the Act) to remove an ambiguity or uncertainty in clause 4.3.1 and Schedule 1(a) of the *Toowoomba Catholic Schools Principals' Agreement 2020-2024* (the Agreement). The Agreement was approved by the Commission in a Decision¹ issued on 18 June 2021. The Independent Education Union – Queensland and Northern Territory Branch (the IEUA) is a bargaining representative for the Agreement and is covered by the Agreement.

[2] The ambiguity or uncertainty is found at clause 4.3.1 and Schedule 1(a) of the Agreement, which concerns the wage rates for Principals appointed at Level 1 or Level 2.

[3] During the course of seeking approval of the Agreement, it was stated by the Applicant, and supported by the IEUA, that the current clause 4.3.1 and Schedule 1(a) of the Agreement are mistakes made by the employer when drafting the Agreement, and are not what was agreed between the parties during negotiations.

[4] The Applicant contends that an ambiguity is contained in clause 4.3.1 and Schedule 1(a) of the Agreement, as the current drafting of the clauses represent terms less favourable to the relevant employees than was negotiated between the parties, and are not consistent with what was communicated to the relevant employees during the access period.

RELEVANT LEGSILATION

[5] The application has been made under s.217 of the Act, which provides as follows:

“217 Variation of an enterprise agreement to remove an ambiguity or uncertainty

(1) The FWC may vary an enterprise agreement to remove an ambiguity or uncertainty on application by any of the following:

- (a) one or more of the employers covered by the agreement;
- (b) an employee covered by the agreement;
- (c) an employee organisation covered by the agreement.

(2) If the FWC varies the enterprise agreement, the variation operates from the day specified in the decision to vary the agreement.”

CONSIDERATION

[6] An ambiguity or uncertainty must be identified as a jurisdictional fact before the Commission’s power to vary an Agreement is enlivened under s.217 of the Act.² There is no clear test for determining when an ambiguity exists³ but the Commission will generally err on the side of finding an ambiguity or uncertainty where rival contentions are advanced and there is an arguable case made out for more than one contention.⁴ However, the Commission must make an objective assessment about whether, on the proper construction of the Agreement, it is susceptible to more than one meaning.⁵ Even if an ambiguity or uncertainty is found it remains a discretionary matter whether the Commission will make a variation to the Agreement having regard to the mutual intention of the parties at the time of making the Agreement.⁶

[7] On the basis of the material before me I am satisfied that there is an ambiguity on the basis that clause 4.3.1 and Schedule 1(a) as contained in the approved Agreement, do not represent the intentions of the parties and what was agreed between the parties during negotiations.

[8] I am also satisfied that the variation reflects the proper construction of the Agreement, and note that the variation is sought by consent of the Applicant and the IEUA, which has been consulted and has confirmed it consents to the proposed variation.

CONCLUSION

[9] I am satisfied that it is appropriate to vary the Agreement to resolve an ambiguity or uncertainty. I am also satisfied that the variation proposed is appropriate. The variation reflects the proper construction of the Agreement. It is appropriate that the discretion to vary the Agreement to resolve the ambiguity or uncertainty is exercised.

[10] I Order that the Agreement be varied as follow:

- (i) varying clause 4.3.1 of the Agreement on page 19 of the Agreement as follows:

inserting the words “with the exception of principals appointed to Classification level 1 or level 2 who shall be paid at pay point three,” after the words “A Principal shall, on appointment at a school, be paid at pay point one (of the classification level applicable to that school)” and before the words “and shall progress, subject to satisfactory performance and the school remaining classified in a particular enrolment level, by annual increments to pay point five.”

- (ii) varying the table in Schedule 1(a) Salary Schedule on page 36 of the Agreement as follows:

by blanking out all pay points 1 and pay points 2 for school classification level 1 and level 2

[11] The variations will operate from 25 June 2021, which is the day on which the Agreement will commence to operate. An order⁷ giving effect to this decision will be separately issued. A consolidated version of the Agreement as varied is [attached](#).



COMMISSIONER

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<AE511892 PR730849>

¹ [2021] FWCA 3528.

² *Coinvest Ltd v Visionstream Pty Ltd* (2004) 134 IR 43 at [44].

³ *Printing & Kindred Industries Union v Davies Bros Ltd* (1986) 18 IR 444 at 449 per Gray J.

⁴ *Re Victorian Public Transport Enterprise Agreement 1994* [1995] AIRC 192 per VP Ross, SDP Polites and Cmr Grimshaw.

⁵ *Tenix Defence Systems Pty Ltd Certified Agreement 2001-2004* [2002] AIRC 531 at [49] per VP Ross, SDP O’Callaghan and Cmr Foggo.

⁶ *Ibid* at [32].

⁷ PR730850.



ORDER

Fair Work Act 2009

s.217 - Application to vary an agreement to remove an ambiguity or uncertainty

Corporation of the Roman Catholic Diocese of Toowoomba T/A Diocese of Toowoomba Catholic Schools
(AG2021/5501)

COMMISSIONER SPENCER

BRISBANE, 18 JUNE 2021

Application for variation of the Toowoomba Catholic Schools Principals' Agreement 2020-2024.

A. Pursuant to a decision issued by the Fair Work Commission (the Commission) on 18 June 2021 in [[2021] FWCA 3525] the Commission orders that the *Toowoomba Catholic Schools Principals' Agreement 2020-2024* be varied as follows:

(i) varying clause 4.3.1 of the Agreement on page 19 of the Agreement as follows:

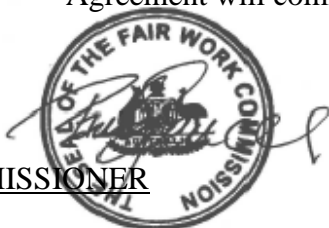
inserting the words “with the exception of principals appointed to Classification level 1 or level 2 who shall be paid at pay point three,” after the words “A Principal shall, on appointment at a school, be paid at pay point one (of the classification level applicable to that school)” and before the words “and shall progress, subject to satisfactory performance and the school remaining classified in a particular enrolment level, by annual increments to pay point five.”

(ii) varying the table in Schedule 1(a) Salary Schedule on page 36 of the Agreement as follows:

by blanking out all pay points 1 and pay points 2 for school classification level 1 and level 2

B. The variations will operate from 25 June 2021, which is the day on which the Agreement will commence to operate.

COMMISSIONER



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DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Corporation of the Roman Catholic Diocese of Toowoomba T/A Diocese of Toowoomba Catholic Schools

(AG2021/5500)

TOOWOOMBA CATHOLIC SCHOOLS PRINCIPALS' AGREEMENT 2020-2024

Educational services

COMMISSIONER SPENCER

BRISBANE, 18 JUNE 2021

Application for approval of the Toowoomba Catholic Schools Principals' Agreement 2020-2024.

[1] An application has been made for approval of an enterprise agreement known as the *Toowoomba Catholic Schools Principals' Agreement 2020-2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Corporation of the Roman Catholic Diocese of Toowoomba T/A Diocese of Toowoomba Catholic Schools (the Applicant). The Agreement is a single enterprise agreement.

[2] An application has also been made by the Applicant, alongside the application for approval of the Agreement, pursuant to s.217 of the Act seeking a variation to remove an ambiguity or uncertainty in the Agreement.

[3] The application under s.217 was not opposed by the Independent Education Union – Queensland and Northern Territory Branch (the IEUA), being a bargaining representative for the Agreement. A Decision¹ and Order² is issued varying the Agreement from the date it is approved by virtue of this Decision.

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

[5] The IEUA have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers this organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 June 2021. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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<AE511892 PR730854>

¹ [2021] FWCA 3525.

² PR730850.



**Diocese of Toowoomba
Catholic Schools**

Toowoomba Catholic Schools Principals' Agreement 2020-2024

Toowoomba Catholic Schools Principals' Agreement 2020-2024

Arrangement of Agreement

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1.0 Preliminary

1.1 Title

This Agreement shall be known as the Toowoomba Catholic Schools Principals' Agreement 2020-2024.

1.2 Definitions

- 1.2.1** The term "Executive Director" shall include the person holding office for the time being in the Diocese of Toowoomba as Executive Director of Toowoomba Catholic Schools and his/her successor from time to time, who is delegated to act for and on behalf of the Corporation of the Roman Catholic Diocese of Toowoomba (the Employer). The term "Executive Director" shall also include any other person acting in the position during any period of temporary absence of the nominal occupant.
- 1.2.2** The term "school" shall mean a school that is ultimately owned and controlled by the Corporation of the Roman Catholic Diocese of Toowoomba and includes both primary, secondary and P-12 schools and colleges.
- 1.2.3** The term "Union" will mean the Independent Education Union of Australia – Queensland and Northern Territory Branch.
- 1.2.4** "Immediate family" is defined in section 12 of the *Fair Work Act 2009*.

1.3 Application of Agreement

This Agreement shall apply to those Principals who are employed in schools under the control of the Employer but shall not apply to such persons who are in Holy Orders or are members of a recognised Religious Order.

1.4 Operation of Agreement

- 1.4.1** This Agreement shall operate from seven (7) days after approval from the Fair Work Commission.
- 1.4.2** This Agreement shall remain in force until 30 June 2024 and continue in force until replaced or terminated in accordance with the provisions of the *Fair Work Act 2009*.
- 1.4.3** Where this Agreement specifies an earlier operative date in relation to a particular provision, then that provision shall operate from that date for all applicable employees employed at that earlier date.

1.5 No further claims

- 1.5.1** There shall be no further wage increases during the life of this Agreement other than those provided for in this Agreement.

The Agreement constitutes a closed Agreement in settlement of the matters contained herein for the duration of the Agreement. The parties agree that, with the exception of the matters contained in Clause 1.5.2, there will be no further claims in regard to the matters set out herein during the life of the Agreement.

This Agreement may be varied in circumstances where all of the parties genuinely agree that a variation is necessary. Where agreement is reached then this Agreement shall be varied in accordance with the provisions of the

Fair Work Act 2009. Any agreed variation to this Agreement will be subject to the same consultation and approval processes as used for this Agreement.

- 1.5.2** The parties agree that a joint review of the appraisal process will be undertaken and completed by 30 September 2021. The processes set out in clauses 3.1.2 and 4.7.2 to 4.7.3 shall apply until the review is completed and the revised appraisal process is implemented.

1.6 Access to the award and the National Employment Standards (NES)

The employer will ensure that a copy of this Agreement, and the NES, are readily accessible to all employees.

1.7 Consultation

- 1.7.1** The parties to this Agreement are committed to ongoing and positive co-operation to maintain and improve the quality of the provision of Catholic education for students in the Catholic education enterprise covered by this Agreement. Further, the parties are committed to the enhancement of career opportunities and job security of Principals in Catholic education.
- 1.7.2** Matters raised by the parties for consideration consistent with the objectives of the preceding subclause shall be processed through a consultative mechanism and procedure.
- 1.7.3** (a) Prior to implementing any significant change in work practices which will impact on the work of Principals the Employer will consult with Principals affected by such change.
(b) The consultations referred to in paragraph (a) will occur in a manner which allows Principals a genuine opportunity to consider and comment on the proposed changes.
(c) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement of Principals, the Employer will retain the right to determine the introduction of such changes.
- 1.7.4** (a) The Employer will ensure that, at least once per year, a formal mechanism is provided to Principals to consider issues arising out of the implementation of the terms of this Agreement.
(b) Such considerations may take place through an existing committee or through an occasion where all Principals attend an employer-initiated meeting.
(c) The Union will be provided with at least four (4) weeks' notice of the date and time of the consultation identified in paragraph (a).
(d) Principals may seek advice from the Union in relation to the implementation of this Agreement.

1.8 Consultation regarding major workplace change

- 1.8.1** Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure and/or to introduce new technology that is likely to have significant effects on Principals, the Employer will notify the Principals who may be affected by the proposed changes and their representative or representatives, if any.
- 1.8.2** "Significant effects" include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion

opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Principals to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

- 1.8.3** The Employer will discuss with the Principals affected, and their representatives, if any, the introduction of the changes referred to in clause 1.8.1, the effects the changes are likely to have on Principals and measures to avert or mitigate the adverse effects of such changes on Principals and will give prompt consideration to matters raised by the Principals and/or their representatives in relation to the changes.
- 1.8.4** The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 1.8.1.
- 1.8.5** Where an "in principle" decision is made by the employing authority to contract out work currently being done by a Principal(s), that decision will be deemed to a major change as encompassed by this clause (1.8). In such circumstances the Employer will consult with the affected Principal(s) and the relevant Union(s) before a decision on this matter is finalised.
- 1.8.6** Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave and does not result in a Principal(s) being disadvantaged.

Change to regular Roster or Ordinary Hours of Work

- 1.8.7** If the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Principals
- (a) the Employer must notify the relevant Principals of the proposed change;
 - (b) clauses 1.8.8 to 1.8.12 apply.
- 1.8.8** The relevant Principals may appoint a representative for the purposes of the procedures in this clause.
- 1.8.9** If
- (a) a relevant Principal appoints, or relevant Principals appoint a representative for the purposes of consultation, and
 - (b) the Principal or Principals advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 1.8.10** As soon as practicable after proposing to introduce the change, the Employer must
- (a) discuss with the relevant Principals the introduction of the change;
 - (b) for the purposes of the discussion – provide to the relevant Principals
 - (i) all relevant information about the change, including the nature of the change
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Principals
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Principals
- and

(c) invite the relevant Principals to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

1.8.11 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Principals.

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

1.8.13 In this clause, relevant Principals means the Principals who may be affected by a change referred to in clauses 1.8.1 to 1.8.12.

1.9 Procedures for preventing and settling disputes

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

1.9.1 In the event of an employee having a grievance or dispute the Principal shall in the first instance attempt to resolve the matter with the relevant Senior Education Leader, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

1.9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

1.9.3 If the grievance or dispute is not resolved under clause 1.9.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

1.9.4 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned, If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 1.9.6.

1.9.5 If the grievance or dispute is still unresolved after discussions mentioned in clause 1.9.3, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 1.9.3 will not result in resolution of the dispute.

1.9.6 If, after discussion between the parties, or their nominees mentioned in clause 1.9.5, the dispute remains unresolved after the parties have genuinely

attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Fair Work Commission.

- 1.9.7** The Fair Work Commission may deal with the dispute in two stages
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute; and make a determination that is binding on the parties.

A decision that the Fair Work Commission 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.

- 1.9.8** Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

- 1.9.9** The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

- 1.9.10** All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Fair Work Commission with a view to the prompt settlement of the dispute.

- 1.9.11** Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

- 1.9.12** So as to remove doubt, the parties record that the reference to disputes or grievances in respect to any industrial matter includes disputes or grievances in relation to whether the Employer had reasonable business grounds for refusing a request under the National Employment Standards for flexible working arrangements or an application to extend unpaid parental leave.

1.10 Agreement flexibility

- 1.10.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if

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

- 1.10.2** The employer must ensure that the terms of the individual flexibility arrangement

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

1.10.3 The employer must ensure that the individual flexibility arrangement

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

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

1.10.5 The employer or employee may terminate the individual flexibility arrangement

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

1.11 The industrial rights of Principals as employees

1.11.1 Employees have the fundamental freedom and right to choose to become a member of a union and to choose to be represented by that union to protect their legitimate interests and concerns.

1.11.2 Negotiations between the employer and employees and their representatives should be transparent and accountable to the respective parties and the wider community and be conducted in a spirit of respect and with fidelity to the values of justice and reconciliation.

1.11.3 Employees have the right to collectively bargain.

1.11.4 Employees have a right to participate in significant workplace consultation on matters relating to their employment. They have the responsibility to work cooperatively with each other and their employer for the wellbeing of the students.

1.11.5 Employees have the right to have reasonable access to union officers in the workplace.

1.11.6 Employees have the right to access an independent third party, to resolve any matters of dispute relating to their employment.

2.0 Relationship to the aims of the System/School

2.1 System/School Mission/Goals/Aims

It is agreed that the School's Mission may be renewed where necessary or where documentation does not exist it shall be developed. This Mission will accord with the Diocesan Vision, the Toowoomba Catholic Schools Charter and Strategic Plan.

2.2 Acknowledgement

The Parties to this Agreement acknowledge and agree to work towards the achievement of the System/School Mission referred to in clause 2.1 hereof.

2.3 Objectives of Agreement

This Agreement provides a framework for the Employer, Principals and their Union to work together in providing a high-quality Catholic education for students attending schools and colleges in the Diocese of Toowoomba.

The framework is underpinned by a belief in the efficacy and importance of a model of leadership that is founded on Christian principles epitomised by consultation, collaboration, subsidiarity, stewardship and servant leadership.

The objectives of the Agreement are to continue the development of a culture of ministry in Diocese of Toowoomba Catholic Schools (TCS) which improves the quality of teaching and learning outcomes for students.

- 2.3.1** Improving the quality of leadership of Principals of their school communities, with particular reference to enabling the teaching staff of each school to work as a high-quality, effective team.
- 2.3.2** Providing pastoral care in recognition of the complex leadership role of Principals in Catholic schools.
- 2.3.3** Developing Principals in their witnessing to the mission, values and goals of TCS within the pastoral plan of the Diocese.
- 2.3.4** Supporting the life-long development of the spirituality of Principals to enliven the ethos of the Catholic school.
- 2.3.5** Enhancing the provision of high-quality curriculum services for students through the development of effective and efficient arrangements and practices.
- 2.3.6** Developing collaborative and consultative decision-making processes.
- 2.3.7** Creating more effective school management which increases flexibility, responsiveness and professionalism.
- 2.3.8** Reflecting upon and giving support to the principles of equity, social justice, subsidiarity and accountability.
- 2.3.9** Providing benefits to Principals through improved wages and other conditions relative to their contributions to the development and implementation of workplace reform and through improvements in professional response.

- 2.3.10** In line with the parties' commitment to quality teaching and learning and the provision of a Catholic education that is affordable for all families, the parties agree that the maintenance of at least the current level of educational resourcing is to be maintained.

2.4 Shared responsibility

- 2.4.1** Principals act in shared responsibility with each other and the Toowoomba Catholic Schools Office in the ministry of Catholic education within the Diocese. This shared responsibility is built on the expectations of all stakeholders, including those of the church, government and community.
- 2.4.2** Instruments in support of shared responsibility incorporate
- (a) the pastoral directions of the Bishop and the TCS vision; mission; values; aims; goals; outcomes, and pastoral relationships, in consultation with the local community;
 - (b) the Toowoomba Catholic Schools Charter and Strategic Plan;
 - (c) leadership spirituality formation for all staff (including the Principal) and school community members;
 - (d) support for faith education accreditation for relevant staff within a Catholic school.

3.0 Terms and conditions of employment

3.1 Contract of employment

- 3.1.1** Each person who accepts an appointment as Principal must be registered under the provisions of the *Education (Queensland College of Teachers) Act 2005* and all regulations made thereunder and shall upon request produce to the Executive Director written evidence of current registration.
- 3.1.2** Each person who accepts an appointment as Principal shall be appointed for an initial period of four (4) years.

The Principal may, not later than three (3) months before the expiration of the initial period of four (4) years apply to the Executive Director for a further four (4) year appointment. Any such extension shall be subject to a satisfactory appraisal, as contained in clause 4.7 of this Agreement and shall be on the terms and conditions agreed between the Executive Director and the Principal.

The Principal may, not later than three (3) months before the expiration of the second four (4) year appointment, apply to the Executive Director for a further four (4) year appointment. Any such extension shall be on the terms and conditions agreed between the Executive Director and the Principal.

Any extension beyond a total of twelve (12) years at the same school or college shall be at the sole discretion of the Executive Director provided that

- (a) Principals seeking such an extension shall notify the Executive Director no later than the end of Term 1 of the twelfth (12th) year of appointment to the school.
- (b) Principals seeking such an extension shall meet with the Executive Director to discuss the needs of the school community and their individual needs
- (c) Any extension of the Contract will be for a period of up to four (4) years from the end of the twelfth (12th) year of appointment.

- 3.1.3** In the event that the appointee is not reappointed to a position of Principal and the appointee has faithfully and competently carried out the duties of Principal, such appointee shall be offered continuity of employment as a teacher under the terms and conditions of the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan School of Queensland 2019-2023, or its replacement* and the contract of employment as a Principal shall be at an end.
- 3.1.4** Notwithstanding the provisions of a subclause 3.1.3, a Principal who is not reappointed to a position of Principal at the completion of the third four year period of contract and/or any subsequent appointments as a Principal within the Diocese and who accepts continuity of employment as a teacher shall have his/her gross salary calculated as follows.

1 st year following expiration of the contract of employment	Salary maintained in \$ terms at previous year's level (Year 0)
2 nd year	Proficient 6 rate + 3 times the difference between the Proficient 6 rate and the Proficient 7 rate + 75% of the difference between actual salary in Year 0 and Proficient 6 rate + 3 times the difference between the Proficient 6 rate and the Proficient 7 rate
3 rd year	Proficient 6 rate + 3 times the difference between the Proficient 6 rate and the Proficient 7 rate + 50% of the difference between actual salary in Year 0 and Proficient 6 + 3 times the difference between the Proficient 6 rate and the Proficient 7 rate
4 th year	Proficient 6 rate + 3 times the difference between the Proficient 6 rate and the Proficient 7 rate + 25% of the difference between actual salary in Year 0 and Proficient 6 + 3 times the difference between the Proficient 6 rate and the Proficient 7 rate
5 th year	Proficient 6 rate + 3 times the difference between Proficient 6 rate and the Proficient 7 rate

- 3.1.5** The salaries described at subclause 3.1.4 shall only apply to an appointee who applies for every appropriate systemic (secondary or primary) Principal vacancy for which the appointee is eligible and qualified and accepts any offer of employment which might be made.
- 3.1.6** Noting that the contract of employment of a Principal generally concludes on 31 December of the relevant year, and the contract of employment for a teacher commences in the professional development week of the relevant year, a Principal transitioning to the role of a teacher following completion of a contract as Principal as outlined in clauses 3.1.3 and 3.1.4 may experience a gap between appointments. In these circumstances, the Principal will receive special leave with pay for that period, at the same salary rate that the Principal was in receipt of at the conclusion of their contract. No leave loading will be applied to this special leave provision.

- 3.1.7** At the conclusion of the contractual period of either 3 x four (4) year contracts or at the completion of any extension to such contracts the position may be advertised and the Principal may apply.

3.2 Termination of employment

- 3.2.1** Either party will give three (3) months' notice of the termination of employment. This period of notice may be varied by mutual agreement and will not apply to any Principal dismissed for serious misconduct.

- 3.2.2** In lieu of the notice period prescribed in clause 3.2.1, salary equivalent to the notice not given may be paid, or withheld from salary due to the Principal, as the case may be.

3.3 Redundancy

3.3.1 Consultation before terminations

- (a) Where the Employer decides that the Employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the Employer has made a decision, which will involve the provisions of clause 3.3.1 (a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the Executive Director shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

3.3.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 3.3.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 3.2.
- (b) The Employer may, at the Employer's option, make a payment of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of
- (i) the ordinary working hours to be worked by the employee
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties
 - (iii) any other amounts payable under the employee's employment contract.

3.3.3 Transmission of business

- (a) Where a business is transmitted from an Employer (transmitter) to another Employer (transmittee), and an employee who, at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 3.3.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

3.3.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.3.1 (a), the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3.3.5 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 3.3.1(a), the Employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

3.3.6 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 3.2, and subject to further order of the Fair Work Commission, an employee whose employment is terminated for reasons set out in clause 3.3.1 (a), shall be entitled to the following amounts of severance pay.

Period of continuous service	Severance pay (weeks' pay)
Less than 1 year	Nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11

More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years	16

- (b) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned.

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

3.3.7 Superannuation benefits

The Employer may make an application to the Fair Work Commission for relief from the obligation to make severance payments in circumstances where

- (a) the Employer has contributed to a superannuation scheme which provides particular benefit to an employee in a redundancy situation
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy).

3.3.8 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 3.3.1 (a) may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the Employer until the expiry of such notice.

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice for the period of notice not worked by the employee.

3.3.9 Alternative employment

The Employer, in a particular case, may make application to the Fair Work Commission to have the general severance pay prescription amended if the Employer obtains acceptable alternative employment for an employee.

3.3.10 Employees with less than one year's service

Clause 3.3 shall not apply to employees with less than one year's continuous service and the general obligation on the Employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

3.3.11 Employees exempted

Clause 3.3 shall not apply

- (a) where employment is terminated as a consequence of serious misconduct on the part of the employee;
- (b) to employees engaged for a special period or task(s);
- (c) to casual employees.

3.3.12 Employers exempted

- (a) Subject to an order of the Fair Work Commission, in a particular redundancy case, clause 3.3 shall not apply to an Employer including a company or companies that employ employees working a total of fewer

- than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) The Fair Work Commission may amend subclause 3.3.12 (a) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.
 - (c) A “company” shall be defined as
 - (i) a company and the entities it controls;
 - (ii) a company and its related company or related companies;
 - (iii) a company where the company or companies has a common director or common directors or a common shareholder or common shareholders with another company or companies.

3.3.13 Exemption where transmission of business

- (a) The provisions of clause 3.3.6 are not applicable where a business is transmitted from the Employer (transmittor) to another Employer (transmittee), in any of the following circumstances.
 - (i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) Where the employee rejects an offer of employment with the transmittee
 - A. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - B. which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Fair Work Commission may amend clause 3.3.13 (a) (ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

3.4 The role of the Principal

- 3.4.1** The Principal is the leader of the school community and the delegated agent of the Employer, having responsibility in the ministry of education within the Church. As such they are responsible for the implementation of all local and system initiatives which pertain to faith education, the pursuit of excellence in educational delivery and the development and pastoral care of both staff and students.
- 3.4.2** Principals affirm their commitment to the implementation of the following programs and processes
 - (a) the objectives of this Agreement;
 - (b) the initiatives contained in the current *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023* or as replaced;
 - (c) agreed curriculum and curriculum reform programs; and
 - (d) appraisal and professional development programs for school staff.
- 3.4.3** The specific duties of a Principal are set out in the Principal role description, as varied from time to time.
- 3.4.4** The Principal shall comply with the directives of the Employer in respect of areas such as school ethos, governance, curriculum, accountability,

professional standards, administration, professional leadership and religious education.

- 3.4.5** The Principal shall have control of and be responsible for the efficient running of the school, the administration of school funds, curriculum development and implementation, and the supervision of staff and students at the school.
- 3.4.6** The Principal shall have no power or authority to increase staff for the school unless specifically authorised to do so. In this case approval must be authorised by the Executive Director.
- 3.4.7** The Principal shall be responsible for the maintenance of the standards of Religious Education in the school in accordance with Diocesan regulations, Toowoomba Catholic Schools and Parish policies.
- 3.4.8** The Principal shall in the execution of the role of Principal liaise with the school's Board, the Parent Partnership Forum, where applicable, the Parents and Friends' Association, as well as with members of the wider community.
- 3.4.9** The Principal will endeavour to support and participate in the social, pastoral and liturgical life of the local faith community.
- 3.4.10** The Principal will develop and implement a plan to promote Catholic education in the community and will report annually as part of the performance process.
- 3.4.11** The Principal will endeavour to promote all aspects which support professional community involvement such as an annual gathering of professional educators.
- 3.4.12** A key role of Principals is the identification, encouragement and nurturing of staff to take on leadership roles. Principals undertake to support local and system initiatives in developing the leadership capabilities of staff.
- 3.4.13** The Employer shall recognise any additional workload of Principals emanating from initiatives of this nature and provide appropriate care, support and professional development where required.
- 3.4.14** Substantially the whole of the Principal's time and attention during school hours and school weeks shall be devoted to the discharge of duties of Principal at his or her appointed school.

3.5 Travelling allowance

Where a Principal is required to travel in the course of employment, all reasonable costs associated with that travel shall be met by either the school or in specific circumstances the Employer.

3.6 Acting Principals

- 3.6.1** Employees who act in the capacity of Principal for a period of four consecutive weeks or more shall be deemed to be performing the role of Principal and shall receive the benefits of this Agreement.
- 3.6.2** The quantum of consecutive weeks, outlined in clause 3.6.1, may be changed to a minimum of two (2) consecutive weeks, at the discretion of the Executive

Director and in circumstances where the Principal is accessing sabbatical leave. This arrangement shall not impact upon or be deemed to influence other relieving arrangements within a school.

3.7 Conditions not to be reduced

No Principal shall suffer a reduction in wages or conditions of employment as a result of the introduction of this Agreement.

3.8 Equal employment opportunity

Equal employment opportunity is a program whereby the Employer seeks to ensure that policies on recruitment and promotion provide equal opportunity for all employees.

To this end all appointments and promotions shall be based on merit, skills and qualifications.

Through system initiatives, the Employer shall endeavour to actively and continually to identify and remove barriers that impede the achievement of Equal employment opportunity.

3.9 Professional development

- (a) The Executive Director and the Principals accept a joint responsibility for the negotiation of a program of relevant professional and spiritual development. Such professional development will be linked to appraisal outcomes and the school renewal development plan.
- (b) The Principal shall determine and undertake ongoing professional development.

4.0 Salary and related matters

4.1 Salary benefits

- 4.1.1** An increase of 3.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2020.
- 4.1.2** A further increase of 3.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2021.
- 4.1.3** A further increase of 3.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2022.
- 4.1.4** A further increase of 3.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2023.
- 4.1.5** The wage rates for Principals are set out in Schedule 1 (a) of this Agreement.
- 4.1.6** A Principal's classification level shall be determined by the school enrolment level in accordance with the classification of schools contained in clause 4.2.1.
- 4.1.7** In addition to the wages set out in Schedule 1 (a) a Principal may be entitled to an allowance as set out in Schedule 1 (b) of this Agreement.

4.2 Classification of schools

4.2.1 Schools with primary or secondary student enrolment

- (a) A Level 8 school shall mean a primary school with an enrolment of greater than 1200 students or secondary school with an enrolment of greater than 1100 students.
- (b) A Level 7 school shall mean a primary school with an enrolment of between 801 and 1200 students or secondary school with an enrolment of between 671 and 1100 students.
- (c) A Level 6 school shall mean a primary school with an enrolment of between 651 and 800 students or a secondary school with an enrolment of between 521 and 670 students.
- (d) A Level 5 school shall mean a primary school with an enrolment of between 451 and 650 students or a secondary school with an enrolment of between 351 and 520 students.
- (e) A Level 4 school shall mean a primary school with an enrolment of between 321 and 450 students or a secondary school enrolment of up to 350 students.
- (f) A Level 3 school shall mean a primary school with an enrolment of between 181 and 320 students.
- (g) A Level 2 school shall mean a primary school with an enrolment of between 86 and 180 students.
- (h) A Level 1 school shall mean a primary school with an enrolment of up to 85 students.

4.2.2 Schools with a combination of primary and secondary student enrolment

Notwithstanding the provisions of clauses 4.2.1 (a) to (h), a Principal appointed to a school with a combination of primary and secondary student enrolment shall be appointed to the classification level applicable to a secondary school. That is, the total enrolment of the school (primary and secondary) shall constitute the total enrolment figure for classification within the secondary school classification range.

4.3 Appointment and incremental advancement

4.3.1 A Principal shall, on appointment at a school, be paid at pay point one (of the classification level applicable to that school), with the exception of principals appointed to classification level 1 or level 2 who shall be paid at pay point three, and shall progress, subject to satisfactory performance and the school remaining classified in a particular enrolment level, by annual increments to pay point five.

4.3.2 Where an employee who is appointed as a Principal has experience within the last three years as Principal at an Australian Catholic school, and that experience is at a similar sized or larger school, that experience will be recognised for the purpose of appointment to an incremental point within the appropriate classification level.

4.3.3 Notwithstanding the provisions of clause 4.3.1 and 4.3.2, a Principal may be paid at a higher pay point of the classification level applicable to the school, following consideration of complexity of the position, the school size, the school phase and the salary which the appointee was in receipt of immediately preceding acceptance of appointment as the Principal of the specific school. These considerations and any subsequent discussions must be initiated by the employer as part of the contract process.

4.4 Movement within the salary scale

- 4.4.1** Any Principal whose school's student population has exceeded the salary classification threshold for twelve (12) months will be eligible to have their salary adjusted to the next classification level. Salary payments will be backdated to the beginning of the current year (not the previous year). This subclause (4.4.1) will be subject to subclause 4.4.4.
- 4.4.2** If a school's enrolment decreases such that it is 10% below the salary classification threshold and is maintained below this threshold for 12 months the Principal's classification will be adjusted at the end of the current contract period.
- 4.4.3** Where a Principal is appointed to a school classified at a lower enrolment level, then the Principal shall be paid at the pay point on the new level recognising the years of service as a principal within the system.
- 4.4.4** The census used for salary classification determination purposes is the first State census, usually held in late February or March.

4.5 Salary packaging

- 4.5.1** A salary packaging arrangement may be entered into by mutual agreement between the individual Principal and the Employer. In such circumstances the value of the salary prior to packaging excluding compulsory Employer superannuation payments, shall not be less than the rates identified in clause 4.1 of this Agreement.
- 4.5.2** Where mutually agreed that a Total Employment Cost (TEC) remuneration approach shall apply during the continuance of the appointment as Principal, the TEC shall be the sum of the base salary applicable at the Principal's date of commencement in the position, leave loading where such applies, locality allowances where they apply, and superannuation payment being met by the Employer at that date.
- 4.5.3** The Principal's total remuneration package shall comprise a cash salary component and an agreed optional range of benefits financed by the Principal by salary sacrifice. The cash salary shall not be less than 50% of the Principal's TEC less the appropriate Superannuation Guarantee Charge and any voluntary superannuation contributions.
- 4.5.4** The Principal does not pay income tax on the non-cash benefits within the remuneration package but shall pay any and every amount of the liability under present fringe benefits taxation incurred by the Employer for the benefits provided to the Principal. All regulations set down by the Australian Taxation Office shall be followed by the Employer.
- 4.5.5** The parties agree to review this remuneration process if and when there is significant change to existing tax laws.
- 4.5.6** The Principal may change the election of benefits up to four times in any one year. The composition of the remuneration package can be altered without affecting the other terms of the contract of employment as a Principal.

4.6 Superannuation

- 4.6.1** Employees who are employed as Principal at the date of approval of this Agreement shall have within their TEC a superannuation component equivalent to 10% of the base salary of the position concerned and inclusive of 1.5% insurance component.
- 4.6.2** The Superannuation Guarantee Charge shall be absorbed during the period covered by the TEC remuneration.
- 4.6.3** Should the Superannuation Guarantee Charge exceed 10% of base salary before the expiration of a Principal's term of appointment, the Employer shall comply with any statutory requirements in this regard and make the necessary additional superannuation contributions.
- 4.6.4** The Superannuation Guarantee Employer contribution shall be payable into a relevant, complying superannuation fund.
- 4.6.5** The Employer contribution to a complying superannuation fund shall be made in accordance with the Superannuation Guarantee legislation, and at a quantum provided by the Superannuation Guarantee legislation, from the date of appointment. Should a Principal fail to complete the membership form for a relevant complying superannuation fund, the Australian Catholic Superannuation and Retirement Fund Trustee (or its successor) shall accept nominations by the Employer without the Principal's signature. This action would only be taken to ensure fulfilment of the Employer's legal obligation.
- 4.6.6** The Employer recognises that an increased Employer contribution combined with an employee co-payment, delivers a substantial benefit to the employee's superannuation savings.
- 4.6.7** The parties recognise that any additional superannuation contributions from employees is a matter of employee choice within the options available. The payment to be made by employing authorities will be subsumed into any payment mandated by Superannuation Guarantee Charge legislation, if any such payment is mandated.
- 4.6.8** Employees shall receive a minimum level of superannuation consistent with contractual arrangements which apply with the Employer.
- 4.6.9** The Employer shall make available to all employees the following options.
- (a) Where the employee makes a co-payment of 3% the Employer will make a contribution of 10.75% (inclusive of the Superannuation Guarantee Contribution).
 - (b) Where the employee makes a co-payment of 4% the Employer will make a contribution of 11.75% (inclusive of the Superannuation Guarantee Contribution).
 - (c) Where the employee makes a co-payment of 5% the Employer will make a contribution of 12.75% (inclusive of the Superannuation Guarantee Contribution).
- Where an employee wishes to access one of the options identified in (a), (b) or (c) above, the employee will make written application to the Employer.
- 4.6.10** An employee's voluntary superannuation co-payment may be before tax in accordance with the salary packaging provisions.

- 4.6.11** Where an employee salary sacrifices all or part of their income to an approved and designated superannuation fund, the Employer will transfer such salary sacrificed contributions to the designated superannuation fund of each employee within fourteen (14) days of the end of each month.

4.7 Appraisal process

- 4.7.1** The appraisal process for the Principal constitutes one element of the quality improvement processes in existence within the Diocese. The Principal shall co-operate with such system of appraisal of the performance of duties of Principal as set out in subclause 4.7.2 below.
- 4.7.2** The Principal shall be required to undergo a process of formative self-review each year and a process of summative review, at the end of the first four-year contract and then at least once every five years as follows.
- (a)
- (i) The annual appraisal process shall be formative in nature and as such its main purpose shall be to provide supportive and developmental feedback to the Principal. Goal setting shall underpin this formative appraisal;
 - (ii) Each year the Principal, with an officer appointed by the Executive Director, shall review his/her performance in the light of goals set annually; and
 - (iii) The review of a Principal's performance on an annual basis shall normally occur within the context of a school visit. The report on the school visit shall be provided to the school community, through the Principal. The component of the school report relating to the Principal's review shall be made available to the Principal and Executive Director only.
- (b)
- (i) The initial formal summative appraisal will occur prior to the expiration of the first four-year appointment, after which the Principal will engage in a formal summative appraisal process within every five (5) years of service as Principal in the Toowoomba Diocese.
 - (ii) To be clear, after the initial formal summative appraisal, a Principal will engage in a formal summative appraisal during or at the end of the following five (5) years (ie to the end of their 9th year) of service as Principal in the Toowoomba Diocese. If extended, a Principal will engage in a formal summative appraisal during or at the end of the next five (5) years (ie to the end of their 14th year) of service as Principal in the Toowoomba Diocese.
 - (iii) The following elements shall constitute the basis of the agreed summative appraisal
 - consultation;
 - self-review by role holder;
 - validation by an external team;
 - a written report of the process;
 - focus on performance based on the role description;
 - collaborative and participative processes;
 - shared wisdom.
 - (iv) By mid year in the final year of appointment, or at any time during the period of employment as a Principal, at the sole discretion of the Executive Director at a time or times set by the Employer, a process of summative review shall be coordinated. It shall include consultation with the Principal and other relevant parties, in accordance with Diocesan guidelines. The summative review report shall be made available to the Principal and the Executive Director.

- 4.7.3** Where it is identified as necessary by the Executive Director, the Principal may be subject to a work performance review in accordance with the established process which addresses the performance of employees where such performance is deemed to be unsatisfactory.

5.0 Leave

5.1 Taking of leave

Taking of leave will occur in accordance with the Employer's processes and procedures.

5.2 Annual leave

The NES technically provides that an employee (other than a shift worker) is entitled to four weeks annual leave, which for Principals is deemed to be taken (in the case of a Principal whose employment with the Employer is continuing into the next school year) in the four weeks immediately following the final term week of the current school year, unless otherwise agreed between the Employer and the employee. It is not intended that this provision reduce the quantum of vacation periods currently available to Principals. Any proposed variation to this arrangement which may arise as a result of changing educational needs would be subject to consultation between the parties. Where agreement cannot be reached either party reserves the right to refer the matter to the Fair Work Commission for determination.

5.3 Annual and proportionate payments

- 5.3.1** A Principal who has worked (or who has been granted leave by the Employer) for each day of the standard school year with a particular Employer shall be paid as for a full calendar year commencing on 1 January, provided that no more than one month's leave without pay shall be counted towards the calculation of the employee's length of service for the purposes of clause 5.5.
- 5.3.2** A Principal who worked for less than a standard school year, shall be paid the proportion of the annual salary of that year that the Principal's service, excluding school vacations, bears to a standard school year. Such payment shall be made either on termination or at the commencement of the midsummer vacation, as the case may be.
- 5.3.3** The proportion of salary referred to in clause 5.3.2 shall be calculated on the salary which the Principal was receiving immediately before cessation of employment or immediately before the commencement of the mid-summer vacation, as the case may be.
- 5.3.4** A standard year shall be deemed for the purposes of clause 5.3 to be the number of weeks in Term 1 + the number of weeks in Term 2 + the number of weeks in Term 3 + the number of weeks in Term 4.

5.4 Annual leave loading

- 5.4.1** A Principal who has worked (or who has been granted leave by the Employer) for each day of the standard school year with a particular Employer shall receive an annual leave loading equivalent to 17.5% of 4 weeks' salary. Provided that no more than one month's leave without pay shall be counted towards the calculation of the employee's length of service for the purposes of clause 5.4.1.

- 5.4.2** A Principal who commences employment after the beginning of the school year and who works to the end of the school year, shall be paid the proportion of the annual leave loading prescribed in clause 5.4.1 that the Principal's service (excluding school vacations) bears to a standard school year.
- 5.4.3** A Principal who resigns, having given the prescribed notice in writing, or whose services are terminated by the Employer for some reason or reasons other than serious misconduct and who has worked for less than a full school year, shall be paid the proportion of the annual leave loading prescribed in clause 5.4.1 that the Principal's service (excluding school vacations) bears to a standard school year.
- 5.4.4** The loading prescribed in clauses 5.4.1, 5.4.2 and 5.4.3 shall be calculated upon the salary which the Principal was receiving immediately before cessation of employment or immediately before the commencement of the midsummer vacation, as the case may be.
- 5.4.5** Annual leave loading for a Principal shall be paid to an employee by one of the following methods
- (a) in Employer designated pay periods in December each year; or
 - (b) where an employee has a salary packaging arrangement (in accordance with clause 4.5) it may be agreed that the loading be paid fortnightly in the regular pay periods.
- 5.4.6** A standard year shall be deemed for the purposes of clause 5.4 to be the number of weeks in Term 1 + the number of weeks in Term 2 + the number of weeks in Term 3 + the number of weeks in Term 4.

5.5 Long Service leave

A Principal shall be entitled to long service leave on the same terms and conditions that apply to teachers as set out in the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023* or the subsequent replacement Agreement that is in force during the life of this Agreement.

Notwithstanding the long service leave provisions that apply to teachers within the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023* or the subsequent replacement Agreement, Principals may apply to access long service leave at half pay for a period of one week or more.

5.6 Personal/carer's leave

- 5.6.1** A Principal shall be entitled to personal/carer's leave on the same terms and conditions that apply to teachers as set out in the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023*, or the subsequent replacement Agreement that is in force during the life of this Agreement.
- 5.6.2** In addition to personal leave entitlements set out in subclause 5.6.1 of this Agreement, a Principal who, on appointment, has not accumulated at least 30 days personal leave with Catholic schools in Queensland shall be granted an additional entitlement to bring that person's personal leave credit to 30 days.

5.7 Health check leave

A Principal shall be entitled to health check leave on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023 or the subsequent replacement Agreement that is in force during the life of this Agreement.

5.8 Access to leave – terminally ill member of the household

A Principal shall be entitled to paid leave to care for or support a household member who is terminally ill on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023 or the subsequent replacement Agreement that is in force during the life of this Agreement.

5.9 Paid and unpaid parental leave

A Principal shall be entitled to paid and unpaid parental leave on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023 or the subsequent replacement Agreement that is in force during the life of this Agreement.

5.10 Paid spousal leave

A Principal shall be entitled to paid spousal leave on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023 or the subsequent replacement Agreement that is in force during the life of this Agreement or the subsequent replacement Agreement that is in force during the life of this Agreement.

5.11 Cultural leave

A Principal shall be entitled to paid cultural leave on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023 or the subsequent replacement Agreement that is in force during the life of this Agreement or the subsequent replacement Agreement that is in force during the life of this Agreement.

5.12 Emergency and natural disaster leave

A Principal shall be entitled to emergency and natural disaster leave on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023 or the subsequent replacement Agreement that is in force during the life of this Agreement.

5.13 Extended unpaid leave

A Principal may apply to access extended unpaid leave on the following basis.

- (a) At least six (6) months' notice is given in all but exceptional circumstances.
- (b) At least three (3) years continuous service have been completed prior to the intended commencement of each period of leave.
- (c) The period of leave sought is a maximum of 12 months duration and should normally occur within the calendar year.

A subsequent application for consecutive unpaid leave may also be considered, in special circumstances.

Approval of extended unpaid leave applications are granted at the Executive Director's discretion.

The parties recognise that extended unpaid leave can also be used in conjunction with other forms of leave with their own prescribed parameters, as detailed elsewhere in this Agreement. Specifically, this clause does not override an employee's access to extended unpaid leave associated with parental leave, carer's leave, defence force leave or any other industrial provision.

5.14 Defence Force Reserve leave

A Principal shall be entitled to defence force leave on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023 or the subsequent replacement Agreement that is in force during the life of this Agreement.

5.15 Professional Renewal leave

5.15.1 Principals may access the professional renewal program in accordance with the guidelines of Toowoomba Catholic Schools *Professional Renewal Program* for Principals existing at the date of making this Agreement, as updated from time to time.

5.15.2 Proposed variations to these administrative provisions shall be subject to appropriate consultation with Principals.

5.15.3 The Diocese is committed to the professional renewal of Principals and recognises the benefits of self-directed professional renewal hereinafter referred to as "Professional Renewal leave".

5.15.4 Principals shall, effective from 1 January 2004, accrue an entitlement to Professional Renewal leave on the basis of five (5) days per year. Such leave shall be cumulative.

5.15.5 From 1 July 2020, Principals will be entitled to an allowance of \$2,500 per annum to assist in costs associated with their Professional Renewal leave. This allowance will be cumulative from year to year. Any Professional Renewal leave allowance entitlement accrued after 1 January 2004 (consistent with previous Agreements) shall be recognised.

5.15.6 Employees who were employed as a Principal prior to the commencement of this Agreement, and who had an entitlement to "Professional Renewal leave" (however named) under the previous Certified Agreement will have any entitlement under that previous provision (which was untaken as at the commencement of this Agreement) carried forward and it will be able to be accessed in addition to the entitlements provided by this clause.

5.15.7 Principals will be entitled to access their accrued entitlements following their first formative appraisal.

5.15.8 The nature, timing and duration of Professional Renewal leave shall be negotiated and approved by the Executive Director (or nominee). It is recognised that Professional Renewal leave is provided to enable Principals to have time and financial support to access appropriate professional and/or spiritual renewal (that may include professional development activities) and formation opportunities to assist them within their roles as Principals. The

parties acknowledge that Professional Renewal leave will normally be taken within each contract period and will normally require a period of several weeks leave. Reasonable efforts will be made to access Professional Renewal leave in a timely manner within or at the conclusion of the contract period in which it accrues.

5.15.9 Where a Principal, at the conclusion of a period of appointment as a Principal, is not appointed to a further period as a Principal (either at the same or different school), and that Principal continues in the employment of the Employer, that Principal will be entitled to any accrued leave and/or allowance as prescribed by this clause 5.15. The mechanism for accessing such leave and/or allowance will wherever possible be agreed between the employee and the Executive Director.

5.15.10 Where a Principal, at the conclusion of a period of appointment as a Principal, is not appointed to a further period as a Principal (either at the same or different school), and does not continue in the employment of the Employer, that Principal will be entitled to any accrued leave and/or allowance as prescribed by this clause 5.15. The mechanism for accessing such leave and/or allowance will be agreed, where practicable, between the employee and the Executive Director.

5.15.11 Where an employee moves from employment as a Principal with another Diocesan Catholic Education Employer in Queensland to an appointment as a Principal with the Employer, the Employer agrees to recognise such previous service as a Principal as though it is service with the Employer for the purposes of accruing an entitlement in accordance with this clause 5.15. This recognition of service will be subject to the following conditions

- (a) That the Principal has continuity of service as a Principal between Diocesan Catholic Education Employing Authorities in Queensland (ie there must not be a break in service of greater than three months); and
- (b) That the service will only be recognised to the extent of any unused Professional Renewal leave entitlement accrued with another Diocesan Catholic Education Employer in Queensland.

5.16 Professional sharing

Principals undertake to contribute to the professional development of colleagues by sharing learning gained during Professional Renewal leave. This sharing could be

- (a) publishing a paper for dissemination;
- (b) leading/presenting a workshop to peer Principals;
- (c) sharing retreat/spirituality experience; or
- (d) other formats that would allow for professional sharing which may have implications for Catholic education in the Diocese of Toowoomba.

5.17 Compassionate leave

A Principal shall be entitled to compassionate leave on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023.

5.18 Public holidays

5.18.1 An employee (other than a casual employee) who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the

time the employee would ordinarily have been required to perform work on that day.

5.18.2 All work required by the Employer to be done by an employee on any day or part-day declared or prescribed by the *Holidays Act 1983*, to be observed generally within the Queensland or a region of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulation from counting as a public holiday will be paid for at the rate of double time and a half with a minimum of four (4) hours.

5.18.3 Double time and a half

For the purposes of clause 5.18, where the rate of wages is a weekly rate, "double time and a half" means one and one half days wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

5.18.4 Annual show

Moreover, all work done by an employee in a district specified from time to time by the Minister by notification published in the Queensland Government Industrial Gazette on the day appointed under the *Holidays Act 1983*, to be kept a holiday in relation to the annual agricultural, horticultural or industrial show held at the Principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and Employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

5.18.5 Notwithstanding any other provision of clause 5.18 when an employee works on a public holiday such employee shall be paid at the rate prescribed by clause 5.18 for the particular holiday or by agreement between the employee and the Employer may be paid at the ordinary rate and given a day off in lieu thereof within 28 days of the holiday occurring.

5.18.6 Where an employee works on the day in lieu of the public holiday (as provided by clause 5.18.5 above), such employee shall be paid in accordance with the other provisions of clause 5.18.

5.19 Domestic violence leave

A Principal shall be entitled to domestic violence on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023 or the subsequent replacement Agreement that is in force during the life of this Agreement.

5.20 Jury service leave

A Principal shall be entitled to jury service leave on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023 or the subsequent replacement Agreement that is in force during the life of this Agreement.

5.21 Payment of leave

For the purposes of part 5 of this Agreement, the rate of payment for paid leave will be the rate the employee would have received had the employee attended for work.

6.0 Professional development

6.1 The Parties recognise that professional development has a number of interrelated dimensions.

6.1.1 Personal Professional Development

- (a) The Employer and Principals accept a joint responsibility for the negotiation of a program of relevant professional development linked to appraisal outcomes, school goals and system initiatives.
- (b) In the context of the school renewal and consistent with the appraisal process and outcomes, the Principal shall determine and undertake appropriate ongoing professional development outside of school time.

6.1.2 Professional Development associated with the operation of the school/system

- (a) The Employer and Principal accept a joint responsibility for enhancing skills in the key areas of the Toowoomba Catholic Schools strategic plan, as varied from time to time.
- (b) Attend and participate in professional development and administration meetings at least on four occasions each year as determined by the Executive Director.
- (c) Principals will meet regularly to discuss agendas of local, system and Diocesan importance.
- (d) The Parties recognise and acknowledge that Principals undertake a variety of professional involvements in the community and that these form a significant contribution to the Professional Development of Principals.
- (e) The Employer and Principals accept a joint responsibility for the development of a program of professional mentoring of new and beginning Principals in the Diocese.

6.1.3 Professional development and Queensland College of Teachers

- (a) Professional development, including that held during pupil free days and staff meetings, conducted by the employer for Principals will, wherever relevant, articulate the Queensland College of Teachers (QCT) professional standards.
- (b) Principals who attend these planned professional development activities will be provided with a record of attendance. Such documentation will be provided by the employer to Principals to support the maintenance of a Principal's individual account of professional development undertaken which is required for report to the Queensland College of Teachers.

7.0 Other provisions

7.1 Reimbursement of relocation expenses

Where a Principal is appointed to another position, the Principal will be entitled to reimbursement of expenses in accordance with Diocesan guidelines.

7.2 Workplace stress

7.2.1 Preamble

The prevention and management of workplace stress help secure a safer and healthier and more effective workplace for employees.

The term 'workplace stress' refers to those negative reactions people have to aspects of their environment due to pressures within the work environment.

The Employer recognises its legal requirement to assess the working environment for systems and practices that may lead to negative stress response and to put into place preventative measures.

It is also recognised that policies which benefit employee health can improve productivity. Low levels of negative stress response are associated with low levels of staff turnover, absenteeism and low rates of injury. Workplaces that are perceived as healthy are characterised by clear policies and active methods of dealing with people which encourage

- (a) respect for the dignity of each employee
- (b) regular feedback and recognition of performance
- (c) clear goals for employees in line with organisational goals
- (d) employee input into decision-making and career progression
- (e) consistent and fair management actions.

7.2.2 Implementation

The Employer agrees to the implementation of strategies to prevent and address workplace stress.

7.2.3 Managing Workplace stress

Stress management interventions shall be based on prevention, management and minimisation strategies and are aimed at identifying and eliminating causes of workplace stress.

7.2.4 Structured approach

A structured step-by-step problem-solving approach involving participation and consultation shall be adopted to identify and focus on the real issues causing workplace stress.

7.2.5 Control strategies

Control strategies shall be adopted to reduce the incidence of workplace stress.

7.3 Complaints against Principals

7.3.1 The parties acknowledge that schools are a partnership between the Employer, staff, students and parents. The Employer will ensure that guidelines exist to cover situations where complaints are made against Principals.

7.3.2 The guidelines will ensure that, in dealing with a complaint, the concerns are addressed in an objective and sensitive manner giving due consideration to the reputation and dignity of the persons concerned, and that any Principal who is subject to a complaint will be afforded the fundamental principles of natural justice within a fair and transparent process.

7.3.3 The parties agree that a policy and guidelines consistent with these principles shall be developed or reviewed in consultation with Principals and their Union. Once developed or reviewed the policy and guidelines will be documented and recorded by the parties.

7.3.4 It is recognised that these processes are not those used to deal with situations where allegations of abuse or sexual misconduct are made against employees.

7.4 Workplace harassment

The Employer agrees to ensure workplace harassment policies and procedures exist. The policy development (if relevant) shall take place within the life of this Agreement and shall occur in consultation with the Union and their representatives.

The structure of the policy and procedures will be determined by the Executive Director, but consideration will be given to clauses 7.4.1 and 7.4.2.

7.4.1 Policy

Consideration will be given to the following inclusions

- (a) definition of workplace harassment and provision of examples of the types of behaviour which constitute such harassment;
- (b) a statement that workplace harassment is unacceptable and will not be tolerated;
- (c) a statement as to the negative impact on individuals, colleagues and the organisation;
- (d) an encouragement to workers who experience or witness workplace harassment to engage in procedures to end such behaviour;
- (e) a commitment to education and training in regard to the policy and procedures on a regular basis or at least once per year; and
- (f) provision for the appointment, training and time release of contact person(s) to handle complaints.

7.4.2 Procedures

The procedures shall

- (a) be fair and equitable;
- (b) ensure principles of natural justice are upheld;
- (c) respect privacy and confidentiality;
- (d) be undertaken with discretion so as to protect the reputation of the persons being investigated;
- (e) be aimed at resolving the problem rapidly;
- (f) ensure that accurate records and documentation are kept;
- (g) include procedural steps for dealing with the alleged harassment;
- (h) include formal steps for dealing with the alleged harassment which incorporates an investigative process outlining how and who will conduct the investigation, the rights of both the respondent and the complainant to representation and the need for each party to receive a report on the outcome.

- 7.4.3** The policy and procedures shall be available to all staff and their availability advertised widely.

7.5 Work intensification

The parties agree that, during the life of this Agreement, consultation will continue through appropriate mechanisms in relation to the issue of work intensification for Principals.

7.6 Provision of additional temporary assistance

The parties acknowledge that, from time to time during the school year, there may be some areas of a Principal's responsibilities that may be addressed by the provision of a resource/s from the Toowoomba Catholic Schools Office.

The Employer commits to consulting Principals with a view to identifying these areas of responsibility and establishing a process whereby a Principal may request such assistance.

It is understood by the parties that the provision of resources under this clause shall only occur after

- (a) the Principal has made a request in writing to the Executive Director;
- (b) the Executive Director has discussed a request with the Principal;
- (c) the Employer has considered and approved the allocation of resource/s.

7.7 Payment of wages

The Principal will be paid fortnightly by electronic funds transfer to credit an account/s held by and/or nominated by the Principal, except in circumstances where the Employer elect to pay a leave period as a lump sum in advance.

7.8 Overpayments

7.8.1 Current Principals

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

7.8.2 At date of Termination

- (a) If, at the date of termination of a Principal's services, it is clearly established and accepted by the Principal that the Principal owes the Employer money (for example, in the case of overpayment of wages), the Employer is entitled to, and may withhold from monies due to the Principal, as either wages or leave entitlements, an amount equivalent to the overpayment.
- (b) Where the Principal fails to give the minimum prescribed notice of resignation, the Employer shall have the right to withhold monies due to the Principal up to a maximum amount equal to the ordinary time rate for the period of notice not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

This subclause shall not apply where an earlier resignation date is mutually agreed between the Principal and Employer.

- 7.8.3** The Employer is also required to provide the Principal payment in lieu of notice, if the appropriate notice is not given, provided that employment may be

terminated by part of the period of notice specified and part payment in lieu thereof.

7.9 Termination payments

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

7.10 Accommodation

The Employer acknowledges the importance of a contemporary policy addressing matters related to accommodation for Principals in some locations within the Diocese of Toowoomba. The Employer commits to continue process of consultation with Principals during the life of this Agreement to identify accommodation needs.

8.0 ITAS and IPRASS allowances

8.1 ITAS allowance

A Principal shall be entitled to the ITAS allowance on the same terms and conditions that apply to teachers as set out in the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023* or its replacement.

8.2 IPRASS allowance

A Principal shall be entitled to the IPRASS allowance on the same terms and conditions that apply to teachers as set out in the *Catholic Employing Authorities Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023* or its replacement.

- 8.2.1** Notwithstanding clause 8.2, a principal, upon reaching Year 5 in a designated IPRASS centre, is entitled to remain on the level of payment applicable for the duration of his/ her principalship in that centre. This arrangement is applicable to designated IPRASS centres of Level 4, 5, 6 or 7. This will apply except where the Year 6 payment is higher than the Year 5 payment. In this situation, it will be the Year 6 higher annual payment that will apply from Year 6 onwards for the duration of his/her principalship in that centre).

8.3 Remote area incentives

In addition to the IPRASS allowances detailed in clauses 8.2 and 8.2.1, a principal shall be entitled to the following incentive provisions on the same terms and conditions as apply to teachers under schedule 5 of the *Catholic Employing Authorities Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023* or its replacement:

- (a) Emergent Leave Days;
- (b) Travel Leave Days;
- (c) Reimbursement of Reasonable Relocation Expenses;
- (d) Accommodation;
- (e) Professional Development;
- (f) Use of Employee's Private Vehicle;
- (g) Remote Area Secondary Teacher Relocation Support; and
- (h) Airfare Assistance (Toowoomba Diocese)

9.0 Future re-negotiation of Agreement

Subject to satisfactory implementation of the initiatives contained in this Agreement the parties agree to re-open negotiations as soon as practicable on or after 30 March 2024 with a view to negotiating an amendment to or replacement of this Agreement.

Signatories

<p>Signed for and on behalf of the Corporation of the Roman Catholic Diocese of Toowoomba (ABN 88 934 244 646)</p> <p>Postal address Toowoomba Catholic Schools Office PO Box 813 TOOWOOMBA QLD 4350</p>	<p>In the presence of</p>
<p><i>Doughlan</i> (signature)</p>	<p><i>A. Fisher</i> (witness to sign)</p>
<p><i>PATRICK DOUGHLAN</i> (print name)</p>	<p><i>Pamela FISHER</i> (print name)</p>
<p><i>EXECUTIVE DIRECTOR</i> (position)</p>	<p><i>Personal Assistant to the Executive Director.</i> (position)</p>
<p>Signed for an on behalf of the Independent Education Union of Australia – Queensland and Northern Territory Branch</p> <p>Postal address IEUA-QNT PO Box 418 FORTITUDE VALLEY QLD 4006</p>	<p>In the presence of</p>
<p><i>T. Burke</i> (signature)</p>	<p><i>Roosen</i> (witness to sign)</p>
<p><i>Terence P BURKE</i> (print name)</p>	<p><i>MONIQUE ROOSEN</i> (print name)</p>
<p><i>Branch Secretary</i> (position)</p>	<p><i>INDUSTRIAL SERVICES OFFICER.</i> (position)</p>

Schedules

Schedule 1(a) Salary Schedule

		1/07/2020	1/07/2020	1/07/2020	1/07/2020	1/07/2020	1/07/2021	1/07/2021	1/07/2021	1/07/2021	1/07/2021	1/07/2022	1/07/2022	1/07/2022	1/07/2022	1/07/2022	1/07/2023	1/07/2023	1/07/2023	1/07/2023	1/07/2023
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
		Point 1	Point 2	Point 3	Point 4	Point 5	Point 1	Point 2	Point 3	Point 4	Point 5	Point 1	Point 2	Point 3	Point 4	Point 5	Point 1	Point 2	Point 3	Point 4	Point 5
8	P > 1200 & S > 1100	\$180,773	\$184,744	\$188,896	\$193,228	\$197,766	\$187,100	\$191,210	\$195,507	\$199,991	\$204,688	\$193,649	\$197,902	\$202,350	\$206,991	\$211,852	\$200,427	\$204,829	\$209,432	\$214,236	\$219,267
	Per Fortnight	\$6,929.01	\$7,081.22	\$7,240.37	\$7,406.41	\$7,580.35	\$7,171.53	\$7,329.06	\$7,493.77	\$7,665.64	\$7,845.67	\$7,422.55	\$7,585.57	\$7,756.06	\$7,933.95	\$8,120.27	\$7,682.35	\$7,851.08	\$8,027.51	\$8,211.65	\$8,404.48
	Per Hour	\$115.4835	\$118.0203	\$120.6728	\$123.4402	\$126.3392	\$119.5255	\$122.1510	\$124.8962	\$127.7607	\$130.7612	\$123.7092	\$126.4262	\$129.2677	\$132.2325	\$135.3378	\$128.0392	\$130.8513	\$133.7918	\$136.8608	\$140.0747
7	P 801-1200 & S 671 - 1100	\$172,206	\$175,979	\$179,931	\$184,057	\$188,387	\$178,233	\$182,138	\$186,229	\$190,499	\$194,981	\$184,471	\$188,513	\$192,747	\$197,166	\$201,805	\$190,927	\$195,111	\$199,493	\$204,067	\$208,868
	Per Fortnight	\$6,600.64	\$6,745.26	\$6,896.74	\$7,054.89	\$7,220.86	\$6,831.66	\$6,981.33	\$7,138.14	\$7,301.81	\$7,473.60	\$7,070.76	\$7,225.69	\$7,387.98	\$7,557.36	\$7,735.17	\$7,318.22	\$7,478.59	\$7,646.55	\$7,821.87	\$8,005.89
	Per Hour	\$110.0107	\$112.4210	\$114.9457	\$117.5815	\$120.3477	\$113.8610	\$116.3555	\$118.9690	\$121.6968	\$124.5600	\$117.8460	\$120.4282	\$123.1330	\$125.9560	\$128.9195	\$121.9703	\$124.6432	\$127.4425	\$130.3645	\$133.4315
6	P 651 - 800 & S 521 - 670	\$163,051	\$166,627	\$170,369	\$174,274	\$178,373	\$168,758	\$172,459	\$176,332	\$180,374	\$184,616	\$174,665	\$178,495	\$182,504	\$186,687	\$191,078	\$180,778	\$184,742	\$188,892	\$193,221	\$197,766
	Per Fortnight	\$6,249.73	\$6,386.80	\$6,530.23	\$6,679.91	\$6,837.02	\$6,468.48	\$6,610.34	\$6,758.79	\$6,913.72	\$7,076.32	\$6,694.89	\$6,841.70	\$6,995.36	\$7,155.70	\$7,324.00	\$6,929.20	\$7,081.14	\$7,240.21	\$7,406.14	\$7,580.35
	Per Hour	\$104.1622	\$106.4467	\$108.8372	\$111.3318	\$113.9503	\$107.8080	\$110.1723	\$112.6465	\$115.2287	\$117.9387	\$111.5815	\$114.0283	\$116.5893	\$119.2617	\$122.0667	\$115.4867	\$118.0190	\$120.6702	\$123.4357	\$126.3392
5	P 451 - 650 & S < 351 - 520	\$156,893	\$160,347	\$163,942	\$167,701	\$171,648	\$162,384	\$165,959	\$169,680	\$173,571	\$177,656	\$168,067	\$171,768	\$175,619	\$179,646	\$183,874	\$173,949	\$177,780	\$181,766	\$185,934	\$190,310
	Per Fortnight	\$6,013.69	\$6,146.09	\$6,283.88	\$6,427.96	\$6,579.25	\$6,224.16	\$6,361.19	\$6,503.82	\$6,652.96	\$6,809.54	\$6,441.99	\$6,583.85	\$6,731.46	\$6,885.82	\$7,047.87	\$6,667.45	\$6,814.29	\$6,967.07	\$7,126.83	\$7,294.57
	Per Hour	\$100.2282	\$102.4348	\$104.7313	\$107.1327	\$109.6542	\$103.7360	\$106.0198	\$108.3970	\$110.8827	\$113.4923	\$107.3665	\$109.7308	\$112.1910	\$114.7637	\$117.4645	\$111.1242	\$113.5715	\$116.1178	\$118.7805	\$121.5762
4	P 321- 450 S < 350	\$148,235	\$151,501	\$154,894	\$158,451	\$162,176	\$153,423	\$156,804	\$160,315	\$163,997	\$167,852	\$158,793	\$162,292	\$165,926	\$169,737	\$173,727	\$164,351	\$167,972	\$171,733	\$175,678	\$179,807
	Per Fortnight	\$5,681.83	\$5,807.02	\$5,937.07	\$6,073.41	\$6,216.19	\$5,880.69	\$6,010.28	\$6,144.86	\$6,285.99	\$6,433.75	\$6,086.52	\$6,220.64	\$6,359.93	\$6,506.00	\$6,658.94	\$6,299.56	\$6,438.35	\$6,582.51	\$6,733.72	\$6,891.99
	Per Hour	\$94.6972	\$96.7837	\$98.9512	\$101.2235	\$103.6032	\$98.0115	\$100.1713	\$102.4143	\$104.7665	\$107.2292	\$101.4420	\$103.6773	\$105.9988	\$108.4333	\$110.9823	\$104.9927	\$107.3058	\$109.7085	\$112.2287	\$114.8665
3	P 181-320	\$140,814	\$143,900	\$147,130	\$150,511	\$154,047	\$145,742	\$148,937	\$152,280	\$155,779	\$159,439	\$150,843	\$154,150	\$157,610	\$161,231	\$165,019	\$156,123	\$159,545	\$163,126	\$166,874	\$170,795
	Per Fortnight	\$5,397.39	\$5,515.67	\$5,639.48	\$5,769.07	\$5,904.61	\$5,586.28	\$5,708.74	\$5,836.88	\$5,971.00	\$6,111.28	\$5,781.80	\$5,908.56	\$6,041.18	\$6,179.97	\$6,325.16	\$5,984.18	\$6,115.35	\$6,252.61	\$6,396.27	\$6,546.56
	Per Hour	\$89.9565	\$91.9278	\$93.9913	\$96.1512	\$98.4102	\$93.1047	\$95.1457	\$97.2813	\$99.5167	\$101.8547	\$96.3633	\$98.4760	\$100.6863	\$102.9995	\$105.4193	\$99.7363	\$101.9225	\$104.2102	\$106.6045	\$109.1093
2	P 86-180			\$140,266	\$143,488	\$146,854			\$145,175	\$148,510	\$151,994			\$150,256	\$153,708	\$157,314			\$155,515	\$159,088	\$162,820
	Per Fortnight			\$5,376.38	\$5,499.88	\$5,628.90			\$5,564.54	\$5,692.38	\$5,825.92			\$5,759.30	\$5,891.61	\$6,029.83			\$5,960.88	\$6,097.83	\$6,240.88
	Per Hour			\$89.6063	\$91.6647	\$93.8150			\$92.7423	\$94.8730	\$97.0987			\$95.9883	\$98.1935	\$100.4972			\$99.3480	\$101.6305	\$104.0147
1	P < 85			\$140,266	\$143,488	\$146,854			\$145,175	\$148,510	\$151,994			\$150,256	\$153,708	\$157,314			\$155,515	\$159,088	\$162,820
	Per Fortnight			\$5,376.38	\$5,499.88	\$5,628.90			\$5,564.54	\$5,692.38	\$5,825.92			\$5,759.30	\$5,891.61	\$6,029.83			\$5,960.88	\$6,097.83	\$6,240.88
	Per Hour			\$89.6063	\$91.6647	\$93.8150			\$92.7423	\$94.8730	\$97.0987			\$95.9883	\$98.1935	\$100.4972			\$99.3480	\$101.6305	\$104.0147

Schedule 1(b) Special Character Allowance

Toowoomba Catholic Schools Principals' Agreement 2020-2024

Allocation of Points and Value

School Characteristics	Allowance
Structural Characteristics	
Split campus	
2 sites	1 point *
More than 2 sites	2 points*
School structure	
P-10 School	1 point*
P-12 School	3 points*
5-12 School	2 points*
Principals with whole school financial responsibility	2 points*
School of special character	2-5 points*
Kindergarten or Pre Prep	1 point*
Boarding School	2-10 points*
OSHC/Kindy	1 point*

Payment of multiple allowances

If a single school is eligible for multiple allowances, the following is applied.

1. Allowances are paid up to a ceiling value of 10 points not inclusive of points allocated for Boarding schools.
2. The Boarding schools allowance is paid in addition to any other allowances for which a school may be eligible.

School Characteristics defined

School Structural Characteristics

Split Campus	A school is considered to be a split campus school if there are two or more distinct instructional campuses each with its own head of campus.
P-10 School	A school is considered to be a P-10 school if the schools' enrolment is comprised of classes from pre-school, prep year or year 1 to year 10.
P-12 School	A school is considered to be a P-12 school if the schools' enrolment is comprised of classes from pre-school, prep year or year 1 to year 12.
5-12 School	A school is considered to be a 5-12 school if the schools' enrolment is comprised of classes from years 5 to 12.

Principals with whole school financial responsibility – A Principal is considered to have whole school financial responsibility where they have significant responsibility for all finances, including the staffing budget. The ultimate financial responsibility resides with the Employer.

School of special character – A school is considered to be a school of special character if the Employer declares it so. A range between 2-5 points is allocated to cover the differences in complexity of these declared schools. In making its determination to declare a school one of special character and also on the appropriate allocation of allowance points the Employer will take into account the following.

- The specific purpose of the schools as espoused in its mission statement.
- The significant percentages of ATSI students.
- The significant percentages of special needs students.
- Other significant factors as determined by the Employer.

Kindergarten or Pre-prep – A school is considered to have a kindergarten or pre-prep when the kindergarten or pre-prep is on-site and the Principal has financial responsibility. One point is allocated to cover the complexity in existence in kindergarten and pre-prep.

Boarding School – A school is considered to be a Boarding school if there are residential students who remain on-site during school terms and the Principal has the responsibility for the Boarding facility.

A range of between 2 and 10 points is allocated to cover the significant complexity in existence in Boarding schools. In making a determination about the appropriate allocation of allowance points the Employer will take into account the following.

- The number of Boarders.
- The location of the Boarding facility in relation to the school.
- Whether the Boarding facilities are co-educational or for single sex.
- Whether Boarders are part-time or full-time.
- The level of delegated authority to a Boarding supervisor.
- Other significant factors as determined by the Employer.

Allowance for School Characteristics

	1/07/2020		1/07/2021		1/07/2022		1/07/2023	
	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
	Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual
1 Point	\$92.20	\$2,405	\$95.40	\$2,489	\$98.70	\$2,576	\$102.20	\$2,666
2 Points	\$184.40	\$4,812	\$190.90	\$4,980	\$197.60	\$5,154	\$204.50	\$5,334
3 Points	\$276.60	\$7,217	\$286.30	\$7,470	\$296.30	\$7,731	\$306.70	\$8,002
4 Points	\$368.80	\$9,622	\$381.70	\$9,959	\$395.10	\$10,308	\$408.90	\$10,669
5 Points	\$461.10	\$12,029	\$477.20	\$12,450	\$493.90	\$12,886	\$511.20	\$13,337
6 Points	\$553.30	\$14,434	\$572.60	\$14,939	\$592.70	\$15,462	\$613.40	\$16,003
7 Points	\$645.50	\$16,840	\$668.10	\$17,429	\$691.40	\$18,039	\$715.60	\$18,670
8 Points	\$737.70	\$19,246	\$763.50	\$19,920	\$790.20	\$20,617	\$817.90	\$21,339
9 Points	\$829.90	\$21,651	\$858.90	\$22,409	\$889.00	\$23,193	\$920.10	\$24,005
10 Points	\$922.10	\$24,058	\$954.40	\$24,900	\$987.80	\$25,772	\$1,022.40	\$26,674