



CATHOLIC ARCHDIOCESE OF MELBOURNE

**Conditions of Employment for Pastoral Associates 2011**

**23 February 2015**

## **1. Application**

These conditions of employment shall be referred to as the “Catholic Archdiocese of Melbourne Conditions of Employment for Pastoral Associates 2011”. They shall apply to lay staff employed in the diocese of Melbourne who satisfy the definitions as described in the Pastoral Associate Accreditation and Position Standards Statement.

## **2. Types of employment**

Employment is on a full time, part time or casual basis. The employee shall be provided with an Employment Agreement and letter of appointment (refer Schedules 1 and 2 for full or part time Agreement and sample letter) or letter of appointment (refer Schedule 3 for sample casual letter of offer and Schedule 4 for sample letter of acceptance) specifying the basis of employment.

### ***Full time employment***

A full time employee is required to be available for work for 38 hours per week and is paid a salary expressed as an annual amount.

### ***Part time employment***

A part time employee agrees to work up to a maximum of 38 hours per week, although he or she will ordinarily work a specified number of hours per week that is less than 38 hours. A part time employee will be paid a salary expressed as an annual amount, based on the employee's specified number of hours per week.

Where a part time employee is required to work in excess of the specified number of hours per week but less than the agreed maximum of 38 hours per week, the Time in lieu or Overtime provisions of clause 7 will apply, whichever is agreed. Where a part time employee is required to work in excess of the agreed maximum of 38 hours per week, the Time in lieu or Overtime provisions of clause 7 will apply, whichever is agreed.

### ***Duration of employment: full time and part time employees***

Full and part time employment can be for a maximum period up to three years in duration.

Except where otherwise stated in the Employment Agreement, the initial employment of full and part time employees is subject to a probationary period of six months.

### ***Casual employment***

Casual employees work on an irregular basis and are paid wages expressed as an hourly rate.

Casual employees do not have regular fixed hours of employment and have no expectation of further employment.

Casual employees are paid a loading to compensate the casual employee for not receiving the benefit of annual leave, personal/carer's leave, compassionate leave and paid public holidays. Casual employees may be provided with up to two days' personal/carer's leave

per occasion, on a similar basis as personal/carer's leave is granted to part time and full time employees. However, such personal/carer's leave for casual employees will be unpaid leave.

Casual employees are paid only for time worked.

### **3. Duties**

Employees are expected to:-

- Maintain their accreditation to practise as a Pastoral Associate in the diocese of Melbourne.
- Perform the duties of the position as detailed in their job/position description conscientiously and competently.
- Assist the employer in the promotion of an atmosphere of charity and justice within the parish.
- Keep abreast of key diocesan policies and directives relating to their employment and faithfully attend to their obligations and expectations of them. These are posted on the diocesan website at <http://www.cam.org.au/policies>
- Provide all necessary information and/or documentation required by the employer to enable the employer to meet all legal requirements.
- Perform other duties as required, or as directed by the employer or those acting on his behalf.

### **4. Conduct**

Consistent with the Catholic objects and mission of the Archdiocese, the employee is required to display conduct in conformity with the doctrines, beliefs and principles of Catholic Church.

The employee is required to comply with Archdiocesan policies. These policies, however, do not form part of the employee's contract of employment.

### **5. Salaries and related matters**

Salaries and wages policy is detailed in the Archdiocese's "Remuneration setting and review for Pastoral Associates Policy"

Payment is to be made each fortnight or at such frequencies as are mutually agreed into the employee's bank account or by agreement as a cheque or in cash.

Part time and full time employees shall be paid an Annual Leave loading of 17.5% at the time of their taking leave in respect to leave accrued on and after 1 January 2005.

Annual leave loading shall apply to a payment made for unused accrued leave upon termination of employment.

Salary packaging is available in accordance with the Archdiocese's "Salary Packaging Guidelines".

Where salary packaging arrangements have been agreed to with the employee, those arrangements will continue to apply during periods where leave is taken. If a payment is made for unused accrued leave upon termination, the rate of pay used in calculating that payment will include the cash equivalent to the employee of salary packaging arrangements. Superannuation contributions will be made with respect to payments for leave which is taken, but not with respect to payments made in lieu of unused accrued leave upon termination of employment.

A full time or part time employee's annual salary is in satisfaction of all hours worked, including reasonable additional hours above the employee's ordinary hours, and is in satisfaction of any minimum entitlements (including without limitation, minimum wages, overtime rates, penalty rates, allowances and leave loadings) under any legislation or relevant award to which the employee may be entitled as a consequence of his or her employment.

A casual employee's hourly rate of pay is in satisfaction of any minimum entitlements (including without limitation, minimum wages, overtime rates, penalty rates, allowances and leave loadings) under any legislation or relevant award to which the employee may be entitled as a consequence of his or her employment.

## **6. Superannuation**

The employer will make occupational superannuation contributions at the rate of 9.5% into Catholic Super where required by Superannuation legislation in addition to the annual salary or rate of pay, or to a complying superannuation fund of the employee's choice provided that fund does not require the employer to become a participating employer before payments can be made by it.

## **7. Time in lieu and overtime**

To accord with the need for proper rest, full and part time employees are entitled to time off in lieu if they work more than their contracted hours of work in a week or if they work on a public holiday. Time in lieu shall be calculated on a time for time basis for additional hours worked.

Full and part time employees, while entitled to Victorian public holidays gazetted for Victoria are expected to work on those public holidays that have major religious significance, or otherwise impact on parish life.

Time in lieu is to be approved by the employer in advance and is to be taken as follows:

- time in lieu accrued in the six months before Christmas will be taken during the post-Christmas quiet time (where applicable);
- time in lieu accrued in the six months before Christmas, which is not anticipated to be exhausted during the post-Christmas quiet time, will be taken within four weeks following its accrual;
- time in lieu that is expected to accrue in the six months after Christmas will be taken (in advance) during the post-Christmas quiet time (where applicable); and

- time in lieu accrued in the six months after Christmas, that exceeds the time taken in advance over the previous post-Christmas quiet time, should be taken within four weeks following its accrual;

### **Overtime**

Overtime may be paid to a full or part time employee if each of the conditions below are satisfied:

- For full time employees, the employee works in excess of 3 hours overtime, commencing after the agreed hours or on a weekend (unless a scheduled day of work) or public holiday;
- For part time employees, the employee works in excess of
  - 1 hour (up to 38 hours per week); or
  - 3 hours (thereafter)overtime, commencing after the end of agreed core hours or on a weekend (unless a scheduled day of work) or public holiday;
- the employee has either worked or taken leave equal to their agreed number of working hours in that week; and
- the working of overtime has been approved in advance by the employer.

The rate of pay for overtime under this clause will be equal to the ordinary rate of pay.

Where an employee is paid overtime for hours in excess of the employee's contracted number of working hours in a week, that employee will not accrue time in lieu.

Overtime is not to be considered a normal feature in parish settings and time in lieu arrangements are preferred. The notable exception is when part time employees fill in for full time employees during the latter's absence on annual leave.

Notwithstanding anything in the above paragraph, an employer may, with the agreement of the employer, reach agreement with an employee or a number of employees of the parish to pay overtime at a rate of pay in excess of the ordinary rate of pay or to pay a set overtime allowance at an agreed rate to compensate for extra hours worked.

Employees will record their starting and finishing times in the manner prescribed by the employer.

## **8. Annual Leave**

Full time employees are entitled to 4 hours of paid annual leave for each of their agreed weekly hours of employment for each twelve months of continuous service ie full time employees are entitled to 152 hours (38 x 4 = 152 hours or 4 weeks) of paid annual leave for each twelve months of continuous service.

Part time employees are entitled to 4 hours of paid annual leave for each of their agreed or actual weekly hours (ie agreed hours plus additional hours capping at 38 hours per week) of employment, whichever is the greater, for each twelve months of continuous service. For example, an employee employed for 19 hours per week is entitled to 76 hours (19 x 4 = 76 hours or 4 of their normal working weeks) of paid annual leave for each twelve months of continuous service. If however the employee is asked to work full time while another

employee is on four weeks annual leave, the employee will accrue an additional entitlement of 2.92 hours of annual leave (annual leave accrues at 1/13<sup>th</sup> of the additional 38 hours worked).

Annual leave is allocated on a pay cycle basis and can be taken as it accrues. It is cumulative. Given the need for proper rest, full and part time employees must not accrue annual leave in excess of two times their annual entitlement (for full time employees this would be 304 hours) without the express approval of the employer.

If an employee has accrued annual leave in excess of the limits stated above, the employer may direct the employee to take his/her annual leave, provided that at least four weeks notice is given to the employee. On each occasion, the employer may only direct the employee to take up to one quarter of the employee's accrued annual leave.

The employer may also direct an employee to take a period of accrued annual leave during the post-Christmas quiet time, if the employee does not have sufficient time in lieu for this period.

Casual employees are not entitled to paid annual leave.

Employees shall submit applications for Annual Leave in the manner prescribed by the employer.

## **9. Personal/carer's Leave**

Full time employees are entitled to two hours of paid personal leave for each of their agreed weekly hours of employment for each twelve months of continuous service ie full time employees are entitled to 76 hours of paid personal leave (2 x 38 = 76 hours or 2 weeks) for each twelve months of continuous service.

Part time employees are entitled to 2 hours of paid personal/carer's leave for each of their agreed or actual weekly hours of employment (ie agreed hours plus additional hours capping at 38 hours per week), whichever is the greater for each twelve months of continuous service. For example, an employee employed for 19 hours per week is entitled to 38 hours (19 x 2 = 38 hours or 2 of their normal working weeks) of paid personal/carer's leave for each twelve months of continuous service. If however the employee is asked to work full time while another employee is on four weeks annual leave, the employee will accrue an additional entitlement of 1.46 hours of personal/carer's leave (personal/carer's leave accrues at 1/26<sup>th</sup> of the additional 38 hours worked).

Personal/carer's leave is allocated on a pay cycle basis as it accrues. This method has been adopted instead of a grant at each anniversary date as that method is cumbersome to administer for employees whose agreed hours fluctuate over a period of time. To ensure that employees are not disadvantaged by the accrual method, they may access their anticipated personal/carer's leave accruals to their next anniversary date, at any time.

Personal/carer's leave is cumulative.

The personal/carer's leave entitlement is primarily available to cover personal illness or injury.

The personal/carer's leave entitlement is also available to cover the care and support of family members or members of an employee's household because of a personal illness or injury of that person or an unexpected emergency affecting that person. In addition, the guarantee of unpaid carer's leave available under the *Fair Work Act 2009* (Cth) applies.

Family members include but are not limited to the spouse of the employee, children, parents, grandparents, grandchildren, brothers, sisters, parents in law and grandparents in law of the employee.

For full time employees, a medical certificate is required for absences in excess of 22.8 consecutive hours (3 days) and for absences in excess of 38 hours in total in any one year (5 days). If leave is taken for the care of others the medical certificate must state that the person who is ill requires care. For part time employees, the employer will determine on a case by case basis the duration of absence beyond which they will require a medical certificate, provided it is consistent with that applying to full time employees and all employees are treated fairly. If it is not reasonably practicable for the employee to provide a medical certificate, the employee must provide a statutory declaration to the employer.

The limits apply to calendar years not anniversary years.

Casual employees are not entitled to paid personal/carer's leave.

Unused personal/carer's leave is not payable on termination.

Employees shall submit applications for Personal/carer's Leave in the manner prescribed by the employer.

## **10. Long Service Leave**

Long service leave accrues at the rate of 1 hour for every sixty hours of continuous service and may be taken after five years and every five years thereafter.

The arrangements relating to the impact of Parental Leave are set out under that heading.

For full and part time employees, payment during the period of leave and payment in lieu on termination of employment shall be made on the following basis:

- For those whose service has been at the same number of employment hours per week over the entitlement period, the payment is made at the same number of employment hours per week over the leave period.
- For those whose service has been at a variety of employment hours per week over the entitlement period, the payment is made on the average employment hours per week over the entitlement period or at the number of employment hours per week immediately prior to the taking of the leave, whichever is the greater.
- The rate of pay used is the current hourly rate of pay.

However, if an employee's normal weekly hours changed in the twelve months before taking leave (or before the employment ending), payment will be made on the greater of:

- the average weekly number of hours worked by the employee in the 12 months before taking leave (or before the employment ending); and

- the average weekly number of hours worked by the employee in the five years before taking leave (or before the employment ending).

For casual employees, payment during the period of leave and payment in lieu on termination shall be based on the greater of:

- the average weekly number of hours worked by the employee in the 12 months before taking leave (or before the employment ending); and
- the average weekly number of hours worked by the employee in the five years before taking leave (or before the employment ending).

Employees are requested to give six weeks' notice of their intention to take long service leave. This assists with planning and organisation of work for the period that the employee is on leave.

Given the need for proper rest, employees are encouraged to take long service leave and to keep their balance at or below the allocation they received after ten years of service, unless otherwise agreed with employer.

The rules for the portability of long service leave accruals across parishes and agencies of the Archdiocese of Melbourne are detailed in the Archdiocese's policy on "Portability of Long Service leave" as amended from time to time.

Employees shall submit applications for Long Service Leave in the manner prescribed by the employer.

## **11. Compassionate Leave**

Full time employees are entitled to 0.6 hours of paid compassionate leave for each of their agreed weekly hours of employment for the purpose of spending time with a family member who has a personal illness or injury that poses a serious threat to their life or after the death of a family member ie full time employees are entitled to 22.8 hours (38 x 0.6 = 22.8 hours or 3 days) of paid leave on each occasion.

For part time employees, the employer will determine on a case by case basis the duration of paid compassionate leave, provided it is consistent with that applying to full time employees and all employees are treated fairly and that each employee is provided with at least two days of compassionate leave per occasion and that he or she receives payment of at least the amount that he or she would reasonably have expected to be paid had he or she worked that period.

Family members include but are not limited to the spouse of the employee, children, parents, grandparents, grandchildren, brothers and sisters, and parents in law and grandparents in law of the employee.

Casual employees are not entitled to paid compassionate leave.

Employees shall submit applications for compassionate leave in the manner prescribed by the employer.

## **12. Parental Leave**



- (a) Parental leave is provided for in the National Employment Standards. This clause contains additional provisions.
- (b) In addition to the entitlements in the National Employment Standards an employee, if he or she is the primary care giver, the employee shall be entitled to six weeks' leave on full pay or twelve weeks' leave on half pay.
- (c) In addition to the entitlements in the National Employment Standards, an employee, if he or she is not the primary care giver, the employee shall be entitled to one week's leave on full pay or two weeks' leave on half pay.
- (d) the provisions in clauses 12(b) and (c) are in addition to any payment made by the Australian government in respect to parental leave.
- (e) This provision shall apply to full-time and part-time employees where the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before:
  - if the leave is birth-related leave, the date of birth, or the expected date of birth, of the child; or
  - if the leave is adoption-related leave, the day of placement, or the expected day of placement, of the child.
- (f) Long service leave does not accrue during unpaid Parental leave. However, unpaid Parental leave will not break an employee's continuity of service for the purposes of calculating Long Service Leave. Furthermore, in determining eligibility for Long Service Leave a period of unpaid parental leave will be treated as if it were a period of service. For example, an employee who works for four years and then takes unpaid Parental leave for one year, is at the end of the fifth year, eligible for Long service leave based on four years of accrued entitlement.
- (g) Employees shall submit applications for Parental leave in the manner prescribed by the employer.

### 13. Additional Leave

A full or part time employee may, with the agreement of the employer, work between 44 and 52 weeks per calendar year. The employee will receive the following additional leave, which must be taken before the end of the January following the calendar year it falls due.

44/52 weeks model	Additional 8 weeks' leave	(12 weeks in total)
45/52 weeks model	Additional 7 weeks' leave	(11 weeks in total)
46/52 weeks model	Additional 6 weeks' leave	(10 weeks in total)
47/52 weeks model	Additional 5 weeks' leave	(9 weeks in total)
48/52 weeks model	Additional 4 weeks' leave	(8 weeks in total)
49/52 weeks model	Additional 3 weeks' leave	(7 weeks in total)
50/52 weeks model	Additional 2 weeks' leave	(6 weeks in total)
51/52 weeks model	Additional 1 weeks' leave	(5 weeks in total)

The employee will receive remuneration equal to the period worked which will be spread over the calendar year.

“Week’s leave” means one quarter of an employee’s annual leave entitlement.

Accrual of leave entitlements remains unchanged from that applying to employees working a 52 week year.

This provision may be made a precondition for employment in new or vacant positions and not subject to change without agreement of both the employer and the employee.

Employees shall submit applications for Additional Leave in the manner prescribed by the employer.

#### **14. Leave for retreats**

Full time and part time employees are entitled to 1.6 hours of paid leave per annum for each of their agreed weekly hours of employment to attend a retreat at a time to be agreed between the employer and the employee ie full time employees are entitled to 60.8 hours (38 x 1.6 = 60.8 hours or 8 days) for each twelve months of continuous service. The employer will meet reasonable costs associated with such attendance.

Employees shall submit applications for Leave for retreats in the manner prescribed by the employer.

Employees shall submit applications for Study Leave in the manner prescribed by the employer.

#### **15. Jury Service**

Employees required to attend for jury service shall be reimbursed by the Archdiocese an amount equal to the difference between the amount paid in respect of their attendance for such jury service, and the amount of salary normally received. An employee shall notify their employer as soon as possible of the date required to attend jury service.

Employees shall submit applications for Jury Service Leave in the manner prescribed by the employer.

#### **16. Accident Make Up Pay**

An employee whose absence entitles them to payments under the *Accident Compensation Act 1985* (Vic) shall be entitled to accident make up pay for a period not exceeding 26 weeks.

#### **17. Leave Without Pay**

An employee may apply for leave without pay which may be granted at the employer’s discretion.

Unpaid leave of any nature for a period greater than three months is not counted as continuous service for the purpose of leave entitlements. While employees on unpaid

leave for a period greater than three months do not accrue annual, personal and long service leave, their entitlements are not decreased and are reactivated upon their return to work.

An employee who is granted extended leave without pay, ie leave in excess of nine months' duration, shall inform their employer at least two months from the conclusion of the leave if they do not plan to return to work.

Employees shall submit applications for Leave Without Pay in the manner prescribed by the employer.

## **18. Reimbursement of expenses**

Employees are entitled to reimbursement of reasonable expenses that they incur in the course of their employment. The rates payable in respect of private motor vehicle usage shall be the rate stipulated the *Clerks – Private Sector Award 2010*.

Employees who were employed prior to 1 January 2011 shall be paid at the rates determined by the Australian Taxation office for the 2010/11 financial year, if those rates are higher than the applicable award rate.

Travel expenses do not include normal travel to and from work and that distance is to be discounted from any claims for reimbursement, except where the travel occurs on a non working day.

Employees are to submit claims for reimbursement with supporting evidence of the expenses as required by any applicable Tax Ruling.

## **19. Performance Review**

Performance discussions between the employer and employee are encouraged on a regular basis. The employer will provide each employee with a formal review each year to coincide with annual salary movements.

## **20. National Police Record Checks and Working with Children Checks**

In accordance with the Archdiocese's policy on "National Police Records Checks", a National Police Record Check is compulsory for every Pastoral Associate employment.

Before commencement of employment, employees must complete a statutory declaration that he/she does not have any convictions, findings of guilt and/or pending charges (except for minor traffic offences) in Victoria, any other state or territory of Australia or under Commonwealth law or any other jurisdiction and acknowledge that the employer relies on this declaration in offering the employee employment, pending a National Police Record Check.

The employee's employment is conditional upon the employee holding a current assessment notice pursuant to the *Working with Children Act 2005* (Vic).

## **21. Confidentiality**

The employee must not divulge to any person or body any financial business or confidential information concerning the Archdiocese or any individual within or related to the Archdiocese except in the proper course of their duties.

The employee has a duty of confidentiality to the organisation not to misuse or disclose confidential information acquired during the course of employment. This duty continues after the employee has ceased employment with the employer.

## **22. Disclosure**

Employees are required to disclose to their employer of any situation that may give rise to either a real or perceived conflict of interest, or any matter that may put themselves or others at risk of injury or disease.

## **23. Termination of Employment**

Other than upon the expiry of the contract of employment for which the employee was engaged, either party may terminate the employment at any time with thirteen weeks' written notice. The employer may require the employee to work out the whole or part of the period of notice. Alternatively, the employer may, in the employer's absolute discretion, provide payment in lieu of any period of notice that is not worked out by the employee.

During the period of notice of termination given by the employer, a full time employee shall be allowed up to 7.6 hours off without loss of pay during each week of notice for the purpose of seeking other employment. For part time employees a proportional amount of time off will be provided.

Notwithstanding the previous paragraph, the employment of an employee who is serving a probationary period of employment may be terminated by the provision of two weeks' notice or payment in lieu of notice.

The employer may terminate an employee's employment if the employee displays conduct in either his/her private or public life that is contrary to the doctrines, beliefs or principles of the Catholic Church. In such an event, the employee will be provided with notice, or payment in lieu of notice as detailed above.

Any major inaccuracy or other serious deficiency in an applicant's statement (oral or written) about their qualifications, experience or other matters of consequence raised at the selection renders that applicant ineligible for a position on the staff of an organisation under the jurisdiction of the Archdiocese of Melbourne, or if already employed, renders the employee liable to dismissal, for serious misrepresentations. In such an event, the employee will be provided with notice, or payment in lieu of notice as detailed above.

The employer may terminate an employee's employment for serious misconduct of the employee. In such an event, the employer need not provide the employee with notice of termination or payment in lieu of notice.

## **24. Termination - Redundancy**

Where an employer has made a definite decision that the job the employee has been doing should no longer 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 hold discussions with the employee directly about the reasons for the proposed termination and to mitigate as far as practicable any adverse effects of the termination on the employee. The employer must also provide, in writing, reasons for the employee's redundancy.

In addition to the period of notice prescribed for ordinary termination, a full time or part time employee who is made redundant shall be entitled to the following amount of severance pay in respect of a period of continuous service.

<b>Period of continuous service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year but less than 2	4 weeks' pay
2 years but less than 3	6 weeks' pay
3 years but less than 4	7 weeks' pay
4 years but less than 5	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

"Weeks' pay" means 5/260<sup>ths</sup> of an employee's annual remuneration.

During the period of notice of termination given by the employer, a full time employee shall be allowed up to 7.6 hours off without loss of pay during each week of notice for the purpose of seeking other employment. For part time employees a proportional amount of time off will be provided.

These provisions shall not apply in any of the following cases:

- Where continuous employment has been for a period of less than one year.
- Where employment is terminated as a consequence of conduct that justifies dismissal.
- Upon the expiry of a contract for which a full or part time employee was engaged.
- Upon the expiry of a specific period of time or completion of a specific task or tasks for which an employee was engaged.

## **25. Renewal of employment**

At least four months prior to the expiration of the period of employment, the employer and the employee shall confer with the view to reaching agreement as to whether the employee shall be reemployed for a further period and, if so, on what terms.

Each party shall advise the other no later than three months (or such other period as they may agree in writing) prior to the expiration of the period of employment of their decision.

Where the period of employment is not more than four months, the employer and the employee shall confer at least two weeks prior to the expiration of employment, with the view to reaching agreement as to whether the employee shall be reemployed for a further period and, if so, on what terms.

In the event that agreement is reached that the employee shall enter a further contract on termination or completion of this Agreement the continued service of the employee will be recognised under the new Agreement so as to avoid any break of service and any accrued or pro rata entitlements will be carried forward into the new contract.

## **26. Abandonment of Employment**

Employees who are absent from the workplace for three consecutive scheduled working days, without notifying their reasons for absence, will be contacted by the employer. The employer must first send a letter to the employee advising that his/her absence is unauthorised, that his/her failure to return within a specified period may automatically terminate his/her employment and that the termination of employment will have been at his/her initiative.

Employees have an obligation to ensure that the employer has an up to date records of his or her address and contact numbers.

## **27. Grievance / Dispute Resolution**

- (a) A grievance is any dispute under the contract of employment or in relation to the National Employment Standards that an employee seeks to bring to the attention of the employer.
- (b) Any grievance is to be notified to the employer either orally or in writing.
- (c) The employer is to attempt to resolve or to provide an answer to the matter within five working days.
- (d) If the employer is unable to resolve the matter, the employer or employee may approach the diocesan Human Resources Manager.
- (e) If the matter cannot be resolved by the diocesan Human Resources Manager within five working days, the employer or employee may approach the Executive Director Administration.
- (f) If the matter cannot be resolved by the Executive Director Administration within ten working days, the employer or employee may request that an agreed mediator be appointed to assist with the resolution of the matter or failing agreement as appointed by the Vicar General of the Archdiocese of Melbourne and if he is the Parish Priest or Administrator of the Parish then by the Episcopal Vicar for the region in which the Parish is situated.
- (g) If the matter cannot be resolved by the mediator, then the employer or employee may request that an agreed arbitrator be appointed by the Vicar General of the Archdiocese of Melbourne and if he is the Parish Priest or Administrator of the Parish then by the

Episcopal Vicar for the region in which the Parish is situated. The decision of the arbitrator will be binding upon both the employer and employee.

## **28. Implementation**

The Human Resources Manager of the Catholic Archdiocese of Melbourne shall administer the “Catholic Archdiocese of Melbourne Conditions of Employment for Pastoral Associates 2011” and will review them before 31 December 2015.

Where the rates of pay or conditions prescribed pursuant to the *Fair Work Act 2009* (Cth), or any award or other industrial instrument the Archdiocese or its agencies may be party to, or other Commonwealth or Victorian legislation, provide more generous outcomes than that identified in these “Catholic Archdiocese of Melbourne Conditions of Employment for Pastoral Associates 2011” or the employee’s Employment Agreement or letter of offer, the provision of the legislation or industrial instrument applies.

Any part of an employee's remuneration which is in excess of an amount owing under any law or industrial instrument may be applied to satisfy any other entitlement under that law or award within the relevant year.

## Schedule 1

### SAMPLE EMPLOYMENT AGREEMENT

<b>Employer</b>	<Parish>
<b>Employee</b>	<Name>
<b>Position</b>	Pastoral Associate <Grade>
<b>Responsible to</b>	«Responsible_to»
<b>Date of Appointment</b>	«Comm_date»

#### APPOINTMENT

This contract constitutes a Contract of Employment and governs the employment of «Name\_2».

The term of your employment is for the period commencing on **[insert date]** and, unless terminated sooner in accordance with the provisions of the attached “Catholic Archdiocese of Melbourne Conditions of Employment for Pastoral Associates 2011”, concluding on **[insert date]**.

At any time during the currency of this period, the employer may offer to extend the period of your employment beyond the expiry date above. Any agreement to extend the period of employment will only be binding if confirmed in writing.

The employment may be terminated by either party at any time with thirteen weeks' written notice. The employer may require you to work out the whole or part of the period of notice. Alternatively, the employer may, in the employer's absolute discretion, provide payment in lieu of any period of notice that is not worked out by you.

The employer may terminate the employee's employment if the employee displays conduct in either the employee's private or public life that is contrary to the doctrines, beliefs or principles of the Catholic Church. In such an event, the employee will be provided with notice, or payment in lieu of notice as detailed above.

The employer retains the right to terminate the employment without notice or payment in lieu of notice in circumstances warranting summary dismissal, as set out in the “Catholic Archdiocese of Melbourne Conditions of Employment for Pastoral Associates 2011”.

The employee agrees that the person who is the Parish Priest at «Name» Parish may vary from time to time, and the employee agrees that, by notice to the employee in writing by the Parish Priest, all rights and obligations of the Parish Priest under this Agreement may be assigned by the Parish Priest to his successor as Parish Priest of the «Name» Parish and that the employee agrees to accept such assignment and to serve the successor of the Parish Priest in accordance with the terms of this Agreement.



**HOURS OF WORK**

Hours worked will be «Hours\_of\_work» hours per week.

**SALARY**

The gross annual salary will be «Salary».

**PROFESSIONAL DEVELOPMENT**

You are entitled to attend Supervision or Spiritual Direction, Seminars and Courses, as well as Meetings of Professional Associations and Networks, without loss of salary up to << Number>> hours per month. Attendances at such activities shall be approved by the employer and will not be unreasonably withheld. A maximum annual budget of \$<<Amount>> will be set aside for these purposes.

**OTHER CONDITIONS**

Conditions of employment are as set out in the “Catholic Archdiocese of Melbourne Conditions of Employment for Pastoral Associates 2011”, a copy of which is attached. The following special conditions apply.

«Special\_conditions»

**Signed by Employee.....Date / /201**

**Signed by Employer..... Date / /201**

**Schedule 2**  
**Sample letter of offer to part and full time employees**

«Greeting» «Name\_1» «Name\_2»  
«Address\_1»  
«Address\_2»

Dear «Greeting» «Name\_2»

I am pleased to offer you the position of Pastoral Associate Grade «Grade» at <<Name 3>> Parish.

The offer is made on the terms and conditions outlined in the attached *Employment Agreement*. You should read it, sign both copies and return them to me with the enclosed forms as soon as possible. In turn, I will return a completed copy of the *Employment Agreement* to you by return mail. If you have any questions, please feel free to contact me to discuss.

The practice in the Archdiocese of Melbourne is to require you to have completed a National Police Record Check before commencing work.

\*This may not be possible in your case. Consequently, our offer of employment is conditional upon your declaring that you have not been charged with nor found guilty of any offence, which would be incompatible with your position of trust and responsibility and acknowledging that the employer relies on this declaration in offering employment. You will need to complete the attached statutory declaration and the *fit2work* form with identification before you commence employment.

\*\*As one was completed for you within the past three years, you need only to complete the attached statutory declaration before you commence employment.

If for any reason you are unable to complete the statutory declaration as requested, you should contact me immediately.

As your duties include or likely to include 'child-related work' as defined in the *Working with Children Act 2005*, you must show me your assessment notice or if you do not have one, evidence that you have applied for a notice before you commence work.

I take this opportunity to congratulate you on this appointment and hope that you find the role both challenging and enjoyable.

Yours sincerely

**Parish Priest**

«Letter\_date»

Enclosed

1. Employment Agreement
2. Statutory Declaration
3. National Police Record Check Policy
4. Employment Form

5. Previous injury declaration
6. Tax File Number Declaration
7. Superannuation guide, application and choice forms
8. Copy of Conditions of Employment for Pastoral Associates 2011
9. Fair Work Information Statement

\* Use where the person cannot produce a National Police Record Check under 3 years old.

\*\* Use where the person produces a National Police Record Check that is less than 3 years old.

**Schedule 3**  
**Sample letter of offer to casual employees**

«Name\_1» «Name\_2»  
«Address\_1»  
«Address\_2»

Dear «Greeting»

I am pleased to offer you casual employment as a pastoral Associate Grade<grade> at <name> Parish.

The position attracts an hourly rate of «Rate\_of\_pay» and has no entitlement to paid Annual Leave or Personal/Carer's Leave. Other conditions of employment are as set out in the attached 'Conditions of Employment for Pastoral Associates 2011'.

The practice in the Archdiocese of Melbourne is to require you to have completed a National Police Record Check before commencing work.

\*This may not be possible in your case. Consequently, our offer of employment is conditional upon your declaring that you have not been charged with nor found guilty of any offence, which would be incompatible with your position of trust and responsibility and acknowledging that the employer relies on this declaration in offering employment. You will need to complete the attached statutory declaration and the *fit2work* form with identification before you commence employment.

\*\*As one was completed for you within the past three years, you need only to complete the attached statutory declaration before you commence employment.

If for any reason you are unable to complete the statutory declaration as requested, you should contact me immediately.

As your duties include or are likely to included 'child-related work' as defined in the *Working with Children Act 2005*, you must show me your assessment notice or if you do not have one, evidence that you have applied for a notice before you commence work.

I take this opportunity to congratulate you on this appointment and hope that you find the role both challenging and enjoyable.

Yours sincerely

**Parish Priest**

«Letter\_date»

Enclosed

1. Acceptance letter
2. Statutory Declaration
3. National Police Record Check Policy
4. Employment Form
5. Previous injury declaration
6. Tax File Number Declaration
7. Superannuation guide, application and choice forms
8. Copy of Conditions of Employment for Pastoral Associates 2011
9. Fair Work Information Statement

\* Use where the person cannot produce a National Police Record Check under 3 years old.

\*\* Use where the person produces a National Police Record Check that is less than 3 years old.

**Schedule 4**  
**Sample letter of acceptance by casual employees**

<< Parish Priest>>

I accept the offer of employment set out in your letter of «Letter\_date» and the Conditions of Employment under which I will be employed.

I enclose a completed statutory declaration that I do not have any convictions, findings of guilt and/or pending charges (except for minor traffic offences) in either Victoria, any other state or territory of Australia or under Commonwealth law.

I enclose [a copy of my assessment notice under the *Working With Children Act 2005* (Vic)/a copy of my application for an assessment notice under the *Working With Children Act 2005* (Vic)] [delete whichever is appropriate].

«Greeting» «Name\_2»

/ /201