



**Catholic Archdiocese of Melbourne  
Conditions of Employment for  
Pastoral Associates 2007**

**10 November 2008**

## **1. Application**

These conditions of employment shall be referred to as the “Catholic Archdiocese of Melbourne Conditions of Employment for Pastoral Associates 2007”. 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 or part time basis. An employee shall be provided with an Employment Agreement (see Schedule 1) and a letter of appointment if the initial appointment (see Schedule 2).

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.

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 total 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 6 will apply, which ever 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 6 will apply, which ever is agreed.

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 three months.

## **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.melbourne.catholic.org.au/policies/hr-policies.htm>.

- 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

#### **4. Salaries**

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.

#### **5. Superannuation**

The employer will make occupational superannuation contributions to the nominated fund at the rate of 9% as per the Superannuation Guarantee Act 1992 as required.

#### **6. 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 (if a scheduled day of employment).

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 shall be calculated on a time for time basis for additional hours worked and shall, unless expressly approved by the employer, be taken within five weeks of its accruing. Unused time in lieu is not payable on termination of employment.

To facilitate the accrual and taking of time off in lieu, the employer and the employee agree that hours of work may be averaged for the purposes of the Workplace Relations Act 1996 over a period of twelve months.

Overtime may be paid to a full or part time employee (as distinct from time in lieu) in the following circumstances:

- For full time employees, the time worked is in excess of 3 hours and commences after the end of agreed hours or on a weekend (unless a scheduled day of work) or public holiday.
- For part time employees, the time worked is in excess of 1 hour (up to 38 hours per week) or in excess of 3 hours thereafter and commences outside of agreed hours or on a weekend (unless a scheduled day of work) or public holiday.
- After the employee has either worked or taken leave equal to their agreed number of working hours in that week.
- It is available only when approved in advance by the employer.
- The rate of pay will be equivalent to the ordinary rate of pay.

Payment for overtime worked is not a normal feature of Pastoral Associate employment and time in lieu arrangements are preferred.

Notwithstanding anything in the above paragraph, the employer may reach agreement with employees 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 hours in the manner prescribed by the employer.

## **7. 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 ( $38 \times 4 = 152$  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 ( $19 \times 4 = 76$  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.

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

## **8. Personal 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 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 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 1.46 hours of personal leave (personal leave accrues at 1/26<sup>th</sup> of the additional 38 hours worked).

Personal 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 leave accruals to their next anniversary date, at any time.

Personal leave is cumulative.

The personal leave entitlement is primarily available to cover personal illness or injury.

The personal leave entitlement is also available to cover the care and support of others. Employees are entitled to use up to each year's annual entitlement hours in any one year to provide care or support for family members or members of

their immediate 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 Workplace Relations Act 1996 (Cth) applies.

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.

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 the employer 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.

Unused personal leave is not payable on termination.

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

## **9. 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 leave 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).

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.

## **10. 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 ( $38 \times 0.6 = 22.8$  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 absence, 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.

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

## **11. Parental Leave**

Parental leave (unpaid maternity, paternity and adoption leave) is available to both part time and full time employees who have served a minimum of twelve months continuous service prior to the commencement of the leave. Both

natural and adoptive parents are entitled to 52 weeks unpaid leave to provide primary care for the child.

Employers are required to consider any request from a full time employee returning from parental leave for part time employment until the child reaches school age having regard to the employee's circumstances. If the request is based on the employee's parental responsibilities, employers may only refuse the request on reasonable grounds relating to the effect on the workplace or the employer's business. An employer may rely on grounds such as cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service to refuse the request.

Employees will be entitled to return to their position of employment prior to taking such leave or to a comparable position if this is no longer available.

Long Service Leave does not accrue during Parental Leave. However, 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 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 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.

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

## **12. Additional Leave**

A full or part time employee may, with the agreement of the employer, work between 44 and 52 weeks per year, and is approved on a calendar year basis at the commencement of the 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 a salary equal to the period worked which will be spread over the calendar year.

“Weeks’ 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.

**13. 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.

**14. Jury Service**

Full and part time employees required to attend for jury service shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service, and the 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.

**15. Accident Make Up Pay**

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

**16. 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.

#### **17. 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 rates determined by the Australian Taxation Office from time to time. The Human Resources Manager of the Catholic Archdiocese of Melbourne shall monitor variations of the rates and inform employers of variations as soon as practical. 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 the appropriate Tax Ruling. The Human Resources Manager of the Catholic Archdiocese of Melbourne shall monitor the Tax rulings and inform employers of changes as soon as practical.

#### **18. 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 the annual salary review.

#### **19. National Police Record Check and Working with Children Checks**

In accordance with the Archdiocese's policy on "National Police Record Check", completion of a National Police Record Check is compulsory with every Pastoral Associate appointment.

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).

#### **20. Confidentiality**

The employee must not divulge to any person or body any financial business or confidential information concerning the employer or any individual within or related to the employer 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.

## **21. 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.

## **22. 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 teachings of the Roman 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.

## **23. 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.

#### **24. 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.

#### **25. Grievance / Dispute Resolution**

Any disputes or grievances arising out of the employment relationship should be resolved between the employer and the employee.

If the resolution cannot be achieved in this manner, either of the parties may take the matter to the Office for Mediation. The Director of the Office will assist the parties in identifying further processes that may be entered into according to the issue at hand and the type of dispute. The Director will advise the parties on the options to follow. Where either party chooses not to participate in mediation, the Director of the Office for Mediation is to refer the matter to the appropriate Office according to the issue and type of dispute.

- The Office for Mediation  
A process can be entered into which is designed for issues of rights. It is speedy, informal and confidential.
- The Human Resources Office of the Archdiocese.  
Matters regarding conditions of service, rates of pay, role expectations would be referred here.
- The Office of the Archbishop.  
Matters regarding doctrine, practices and precepts of the Catholic Church

would be referred here.

- The Tribunal of the Catholic Church.  
Matters, which are ‘crimes’, or issues of rights not resolved by the Office of Mediation process, according to the Canon Law of the Church, are referred to the Tribunal. Advocates are appointed here.
- The Independent Commissioner  
Matters involving allegations of sexual abuse are referred here.

## **26. Implementation**

The Human Resources Manager of the Catholic Archdiocese of Melbourne shall review “Catholic Archdiocese of Melbourne Conditions of Employment for Pastoral Associates 2007” before 31 December 2009 in accordance with any processes determined by the Archbishop from time to time.

Where the rates of pay or conditions prescribed pursuant to the Workplace Relations Act (Cth), or any Award or other industrial instrument the employers may be party to, or other Commonwealth and Victorian legislation provide more generous outcomes than that identified in these "Catholic Archdiocese of Melbourne Conditions of Employment for Pastoral Associates 2007" or the employee's Employment Agreement or letter of offer, the provision of the legislation or industrial instrument shall apply.

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



**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 «Hours 2» per annum. Attendances at such activities shall be approved by the employer and will not be unreasonably withheld. A maximum annual budget of «Dollars» 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 2007”, a copy of which is attached. The following exceptions/additions will apply:

«Special\_conditions»

**Signed by Employee.....Date / /200**

**Signed by Employer..... Date / /200**

«Christian name» «Surname\_3»  
«Address\_1»  
«Address\_2»

Dear «Christian name»

I am pleased to offer you the position of Pastoral Associate Grade «Grade» at «Name» 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 has not been 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 apply on line at [www.police.vic.gov.au](http://www.police.vic.gov.au) for a National Police Records Check before you commence employment. The National Police Record Check Policy, which is attached, provides further instructions.

\*\*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 may 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) with the Conditions of employment for Pastoral Associates 2007 as an attachment
2. Employment/Engagement Form (for the collection of personal details)
3. Tax File Declaration
4. Enrolment form from the employer superannuation fund and the Choice form
5. National Police Record Check Policy
6. Statutory Declaration
7. Previous injury declaration
8. Pastoral Associate remuneration setting and review

\* 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.