



**Catholic Archdiocese of Melbourne
Conditions of Employment for diocesan employees 2007**

10 November 2008

1. Application

These conditions of employment shall be referred to as the “Catholic Archdiocese of Melbourne Conditions of Employment for diocesan employees 2007”. They shall apply to employees of a diocesan agency, department and auspiced bodies paid via the payroll administered by the diocesan Human Resources Office, except employees whose remuneration is determined by the executive remuneration process and those employees employed by Centacare Catholic Family Services.

The term agency head will encompass department heads and heads of bodies directly auspiced by the Catholic Archdiocese of Melbourne.

Where the employee is an agency head, the term agency head will be taken to be the agency head’s direct report as stated in the employee’s Employment Agreement.

Variations applying to individual agencies are set out in Schedule 1, as amended from time to time.

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 2 and 3 for full or part time Agreement and sample letter) or letter of appointment (refer Schedule 4 for sample casual letter of offer and Schedule 5 for sample letter of acceptance) specifying the basis of employment.

A full time employee is required to be available for work for 38 hours per week and is paid a total remuneration package 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 remuneration package 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, 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 7 will apply, which ever is agreed.

Full and part time employment can either be for a maximum period (eg. one, three, five years) or on an ongoing basis.

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.

Casual employees work on an irregular basis and are paid wages expressed as an hourly rate. They do not have regular fixed hours of employment and have no

expectation of ongoing or 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 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

The employee will perform the duties of the position as detailed in their job/position description conscientiously and competently and perform other relevant duties as directed by the employer or those acting on his behalf.

4. Conduct

The employee will take all reasonable steps to comply with the Archdiocese's "Code of Conduct for diocesan employees" as amended from time to time.

5. Remuneration and related matters

The employee's remuneration is expressed as a total remuneration package (remuneration), which is inclusive of the employer's superannuation guarantee contribution (where applicable) and any entitlement to annual leave loading.

The employee's remuneration will be reviewed annually to coincide with the diocesan financial year by the Business Manager having regard to wage movements in the 25th percentile of the market as compiled by an acknowledged remuneration organisation, eg Mercer HR Consulting, for positions of comparable work value.

Remuneration may be reviewed and may be increased at other times by the Business Manager where there has been a significant shift in work value, assessed capability of the employee or where retention is at issue.

Salary packaging is available in accordance with the Archdiocese's "Salary Packaging Guidelines" as amended from time to time.

For full and part time employees, remuneration is paid monthly into a nominated bank account. The payday is the closest working day to the 15th of each month, with payments being made around two weeks in arrears and two weeks in advance. Full and part time employees who either commence after the first working day of a calendar month or leave before the end of a calendar month, will be paid 1/1976th of their annual remuneration for each paid hour (on scheduled working days) of any part completed month (or pro rata for a part time employee).

For casual employees remuneration is paid fortnightly into a nominated bank account on a Thursday, with payments being made twelve days in arrears and two days in advance.

Remuneration will not be paid in advance of the scheduled payroll dates.

Employees will be provided with Payment Advices via email, except where by nature of the employee's duties, location or personal circumstances, the employer either does not provide an in house email facility or the provision in this form is otherwise inappropriate, and only for as long as those exceptional circumstances apply.

Remuneration for the purpose of pay in lieu of long service leave, annual leave or any termination payments is deemed to be an amount equivalent to the employee's remuneration at the time of computing the payment.

Where salary packaging arrangements have been agreed to and 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.

The following savings provisions shall apply:

- Employees employed prior to 31 December 2006 have the choice of being paid each fortnight, except if they choose to salary package or join the Commuter Club.
- Employees employed prior to 31 December 2004 have the choice of receiving Payment Advices via email or hard copy until 31 December 2007, at which time the employee will be provided with a Payment Advice via email, except where by nature of the employee's duties, location or personal circumstances, the employer either does not provide an in house email facility or the provision in this form is otherwise inappropriate, and only for as long as those exceptional circumstances apply.

6. Superannuation

The employer will make occupational superannuation contributions at the rate of 9% into the National Catholic Superannuation Fund where required by Superannuation legislation from within the employee's remuneration, 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. Times of Employment

Except where otherwise determined by the agency head and the Business Manager having regard to the needs of the agency or the position or the employee the following shall apply.

Availability

Unless otherwise agreed between the employer and the employee, a full time employee is required to be available for work between 9.00am and 4.00pm from Monday to Friday (core hours). The balance of hours is to be worked between 8.00am and 9.00am and between 4.00pm and 6.00pm from Monday to Friday (span of hours) as determined by the agency head and where possible with agreement with the employee. The agency head will notify the Human Resources Office of an agreement to vary the standard arrangements.

Part time employees are required to be available for work at such times as are specified by agreement with their agency head. The agency heads will determine on a case by case basis the core hours and span of hours provided it is consistent with that applying to full time employees in their agency and all employees are treated fairly. The agency head will notify the Human Resources Office of the specified arrangements for each part time employee. If extra hours outside of the specified arrangements for a part time employee are required to be worked by a part time employee, the part time employee may agree to work extra hours. Such extra hours worked by agreement shall be regulated by the time in lieu or overtime provisions of this clause, as appropriate.

Casual employees are required to be available for work at such times as are agreed.

Employees are entitled to a half hour meal break on each day that they work at least five hours. The duration of the meal break may vary by agreement and is to be taken between 12.00pm and 2.00pm. The meal break is unpaid.

An employee may be required to undertake duties outside normal working hours.

Time in lieu

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.

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

- During the Christmas shutdown (where applicable).
- Time in lieu not anticipated to be exhausted during this period shall be taken within four weeks following its accrual.

It is not intended that this provision will result in regular days off. A regular pattern of employees working their agreed hours per week is expected and negative balances are to be avoided.

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

Overtime may be paid to a full or part time employee as follows:

- The employee has or anticipates sufficient time in lieu to cover the Christmas shutdown (where applicable).
- For full time employees, the time worked is in excess of 3 hours and commences after the end of core hours (6.00pm of an evening, unless otherwise determined) 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 core 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 agency head.
- The rate of pay will be equivalent to the ordinary rate of pay.

Overtime is not to be considered a normal feature in most agencies 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 agency head may, with the agreement of the Business Manager, reach agreement with an employee or a number of employees of the agency 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.

Recording of attendance

Unless exempted by the Business Manager, employees will record their starting and finishing hours in the manner prescribed by the Business Manager.

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 ($38 \times 4 = 152$ 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 $1/13^{\text{th}}$ 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 agency head. Employees must not accrue annual leave in excess of two and one half times their annual allocation (for full time employees this would be 380 hours) without the express approval of the agency head and the Business Manager.

If an employee has accrued annual leave in excess of the limits stated above, the Business Manager 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 Business Manager may only direct the employee to take up to one quarter of the employee's accrued annual leave.

Casual employees are not entitled to paid annual leave.

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

9. 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 ($2 \times 38 = 76$ 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 ($19 \times 2 = 38$ 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 $1/26^{\text{th}}$ 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 agency head 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 leave.

Unused personal leave is not payable on termination.

Employees shall submit applications for Personal Leave in the manner prescribed by the Business Manager.

10. Long Service Leave

Long service leave accrues at the rate of 1 hour for every forty 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).

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).

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.

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 agency head.

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 Business Manager.

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 ($38 \times 0.6 = 22.8$ hours or 3 days) of paid leave on each occasion. For part time employees, the agency head 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.

Casual employees are not entitled to paid compassionate leave.

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

12. 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 Business Manager.

13. Additional Leave

A full or part time employee may, with the agreement of the agency head, 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 remuneration 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 agency head and the employee.

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

14. Study Leave

Full time employees may apply for paid study leave of up to 150 hours each year for courses approved by the Business Manager.

Part time employees may apply for paid study leave on a proportionate basis. Study leave is approved by the agency head on an annual basis.

Casual employees are not eligible for paid study leave.

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

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 agency head 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 Business Manager.

16. 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.

17. Leave Without Pay

An employee may apply for leave without pay which may be granted at the agency head'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 agency head 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 Business Manager.

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 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 agency heads 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 agency heads of changes as soon as practical.

19. Performance Review

Performance discussions between the agency head and employee are encouraged on a regular basis. The agency head 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;

- new employee, including a casual,
- current employee being promoted or appointed to a position of leadership and,
- current maximum term employees having their term extended.

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) if the employee's duties require them to engage or are likely to be engaged in child-related work.

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 Archdiocese

22. Intellectual Property

Any of the following created during and in the course of an employee's engagement with the employer, during their ordinary working hours, is the property of the employer:

- all inventions, discoveries and novel designs ("Inventions"),
- the entire copyright throughout the world in all literary works and other copyright works ("Works"), and
- any business name, brand name or trade mark ("Marks").

The employer may reproduce, publish, use or adapt the above or alter, change or use them:

- with or without attribution of authorship,
- with or without any other materials comprising copyright,
- with or without any other text, data, sounds or images,
- with no title, the same title or any other title,
- in any medium or context, and
- in any way that the employer sees fit.

The employee must disclose to the employer any Inventions, Works and Marks created during his or her engagement with the employer. The employee must not, except at the written direction of the employer, apply for registration of or in any way do anything to infringe upon, any Invention, Work or Mark of the employer.

During and after the employee's engagement with the employer, the employee must do all such acts and things and sign all such documents as the employer may reasonably request to secure to it ownership or registration rights in the Inventions, Works and Marks.

Moral Rights means, in relation to any copyright Works that the employee may author in the course of the employee's employment by the employer, the right of attribution, the right to prevent false attribution, and the right of integrity.

A condition of employment is that the employee voluntarily and unconditionally consents to all or any acts or omissions by the employer, or persons authorised by the employer, in relation to any and all Works made or to be made by the employee (whether before or after this consent is given) in the course of the employee's employment with the employer which would otherwise infringe the employee's Moral Rights in relation to any copyright Works.

23. Disclosure

Employees are required to disclose to their agency head 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.

24. Termination of Employment

Either the employer or the employee may terminate his or her employment by providing four weeks' notice of termination or resignation in writing. The employer shall provide an employee over the age of 45 years with two years of continuous service an additional week's notice. The employer may make payment in lieu of notice.

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 make payment in lieu of notice.

Legislation requires that the employer have a valid reason for the termination of employment and ensure procedural fairness to the employee.

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.

25. 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 discussion with the employee directly affected to cover 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 an employee who is made redundant shall be entitled to the following manner of severance pay in respect of a period of continuous service.

Period of continuous service	Severance Pay
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 $5/260^{\text{th}}$ 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 a casual employee was engaged.

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

Any disputes or grievances arising out of the employment relationship should be resolved between the agency head and the employee. In the event that the agency head and the employee are unable to resolve the dispute at local level, the dispute or grievance will be referred to the Human Resources Manager of the Catholic Archdiocese of Melbourne for advice on resolution. If the dispute or grievance cannot be resolved in this way, it will be referred to a local Ordinary or his representative in the Archdiocese.

28. Implementation

The Human Resources Manager of the Catholic Archdiocese of Melbourne shall administer the “Catholic Archdiocese of Melbourne Conditions of Employment for diocesan employees 2007” and will review them before 31 December 2009.

Where the rates of pay or conditions prescribed pursuant to the Workplace Relations Act (Cth), or any Award or other industrial instrument the Archdiocese or its agencies 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 diocesan employees 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.

Benefits accrued by an employee shall be portable from one Archdiocesan agency to another, provided that employment is continuous. The agencies between which benefits are portable are those subscribing to these conditions of employment.

Schedule 1

1. Catholic Fundraising

Full and part time employees shall receive the equivalent of 0.35 times the employee's annual leave entitlement as time in lieu at Christmas in recognition of the extra hours worked by staff throughout the year (for full time staff this is $0.35 \times 152 = 53.2$ hours or 7 days).

A meal allowance of \$50 per day shall be paid to employees when they are required to work after hours and purchase an evening meal but not required to live away from home. The allowance will be treated as income and tax will be withheld at the marginal tax rate.

A meal allowance of up to \$50 per day (the upper limit shall apply when all meals are purchased) shall be paid to employees when they are required to live away from home. The allowance will be paid tax free with or without substantiation.

Schedule 2

SAMPLE EMPLOYMENT AGREEMENT

Employer	Catholic Archdiocese of Melbourne
Employee	«Name»
Position	«Position»
Responsible to	«Responsible_to»
Date of Appointment	«Comm_date»

APPOINTMENT

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

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 diocesan employees 2007”, 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 four weeks' written notice. If you are more than 45 years of age and have more than two years' continuous service, you will be provided with five weeks' 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 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 diocesan employees 2007”.

or

The nature of your employment is ongoing. This contract takes effect from «Comm_date» and will be reviewed on performance.

«Special probation period conditions»

HOURS OF WORK

Hours worked will be «Hours_of_work» hours per week.

REMUNERATION

The gross annual remuneration will be «remuneration », which in circumstances where your employer is required to make occupational superannuation contributions at the rate of 9%, will comprise a gross annual salary of «salary» plus «super amt» as a superannuation contribution.

OTHER CONDITIONS

Conditions of employment are as set out in the “Catholic Archdiocese of Melbourne Conditions of Employment for diocesan employees 2007”, a copy of which is attached. The following special conditions apply.

«Special_conditions»

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

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

Schedule 3
Sample letter of offer to part and full time employees

«Name_1» «Name 2» «Name_2»
«Address_1»
«Address_2»

Dear «Name 2»

I am pleased to offer you the position of «Position».

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 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 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

Human Resources Manager

«Letter_date»

Enclosed

1. Employment Agreement

5. Previous injury declaration

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

5. Code of Conduct

6. Tax File Number Declaration
7. Superannuation guide, application and choice forms
8. Copy of Conditions of Employment for diocesan employees 2007

- * 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.
- *** Where an employee engages or is likely to be engaged in child-related work.

Schedule 4
Sample letter of offer to casual employees

«Name_1» «Name 2» «Name_2»
«Address_1»
«Address_2»

Dear «Name 2»

I am pleased to offer you casual employment «Position».

The position attracts an hourly rate of «Rem rate_of_pay» (which in circumstances where your employer is required to make occupational superannuation contributions at the rate of 9%, will comprise a payment to you of «Rate_of_pay» plus a superannuation payment of «super amt») 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 diocesan employees 2007'

You will need to complete a timesheet for each fortnight and return it through your supervisor to Trish Fazzino, our Payroll Officer by the start of Monday of the pay week (the next payday is «next_pay_day»). You will need to complete the attached forms before payments can be made.

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 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 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

Human Resources Manager

«Letter_date»

Enclosed

1. Acceptance letter
2. Statutory Declaration
3. National Police Record Check Policy (NB: the Archdiocese pays)
4. Employment Form
5. Code of Conduct
 - * 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.
 - *** Where an employee engages or is likely to be engaged in child-related work.
6. Previous injury declaration
7. Tax File Number Declaration
8. Superannuation guide, application and choice forms
9. Copy of Conditions of Employment for diocesan employees 2007

Schedule 5
Sample letter of acceptance by casual employees

Human Resources Manager
Catholic Archdiocese of Melbourne

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»

/ /200

* Where an employee engages or is likely to be engaged in child-related work.