

AG846430 PR968161

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK - Agreement with employees (Division 2)

St Catherine's School
(AG2005/9078)

**ST CATHERINE'S SCHOOL - CLERICAL AND ADMINISTRATIVE EMPLOYEES
CERTIFIED AGREEMENT 2005**

Educational services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE 30 JANUARY 2006

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into operation on 30 January 2006.

BY THE COMMISSION:



SENIOR DEPUTY PRESIDENT

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<Price code 13>



St Catherine's School

St Catherine's School – Clerical and Administrative Employees Certified Agreement 2005

1.0 Title

This Agreement will be known as the St Catherine's School – Clerical and Administrative Employees Certified Agreement 2005 ("the Agreement").

2.0 Arrangement

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3.0 Type of Agreement

This Agreement is a Certified Agreement between St Catherine's School (the School) and its Clerical and Administrative employees (the Clerical and Administrative Employees) made pursuant to Section 170LK under Division 2 of Part VIB of the Workplace Relations Act 1996 (Cth).

4.0 Coverage

This Agreement covers Clerical and Administrative staff employed pursuant to the Victorian Independent Schools – Clerical-Administrative Employees - Award 2004.

5.0 Application

This Agreement is binding upon St Catherine's School and the Clerical and Administrative staff employed by the School.

6.0 Relationship to Other Industrial Instruments

6.1 The terms and conditions of employment for Clerical and Administrative staff as specified in this Agreement will operate in conjunction with the Victorian Independent Schools – Clerical/Administrative Employees - Award 2004 or its successor. Where this Agreement prescribes different or inconsistent terms and conditions of employment, this Agreement will prevail to the extent of the difference or inconsistency.

6.2 The terms of the Award that prescribe entitlements for employees, shall, as they stood on the date of certification of this Agreement and subject only to clause 6.5 below, be terms of this Agreement.

6.3 Where the express terms of this Agreement as opposed to the terms incorporated by reason of sub-clause 6.2 differ, the express terms of this Agreement shall prevail to the extent of the difference or inconsistency.

7.0 Duration

The Agreement will apply from the first full pay period commencing on or after the date of certification of this Agreement by the Australian Industrial Relations Commission ("the Commission") and will remain in effect until 31 January 2008. This Agreement may be varied by mutual agreement of the parties subject to the requirements of Division 7 of Part VIB of the Workplace Relations Act 1996 (Cth.) as amended from time to time.

8.0 Salary

All employees covered by this Agreement shall receive the following salary increases on their actual rate of pay in the first pay period on or before the dates specified:

- 4% from 1 February 2005,
- 4% from 1 February 2006, and
- 4% from 1 February 2007

The parties agree that salary increases payable under the terms of this Agreement shall be made annually and shall take effect from 1 February each year and shall apply to all staff who have completed 12 months service prior to the date of the commencement of the award of the annual increase, or in the case of non continuous service, after the completion of an equivalent calendar year.

9.0 Parental Leave

9.1 Maternity, paternity and adoption leave is available to Clerical and Administrative staff in accordance with the Award. In this regard a maximum of 52 weeks parental leave is allowable unless otherwise agreed to by the Principal. The following additional benefits are available to Clerical and Administrative staff eligible for parental leave.

9.2 Payment of Parental Allowance

9.2.1 Parental allowance payments will commence on the birth or arrival of the child.

9.2.2 Where a Clerical and Administrative employee is granted maternity or adoption leave in accordance with the Award, and the Clerical and Administrative employee has completed one or more years of continuous service with the School, the Clerical and Administrative employee will

be paid at the normal weekly rate of pay for the first nine (9) weeks of this leave. No leave entitlements shall accrue during this period of paid maternity leave.

9.2.3 Where a Clerical and Administrative employee is granted paternity leave as the primary care giver of a child within the first three months of the child's life or the adoption, and the Clerical and Administrative employee has completed one or more years of continuous service with the School, the Clerical and Administrative employee will be paid at the normal weekly rate of pay for the first nine (9) weeks of this leave taken during term time. No leave entitlements shall accrue during this period of paid paternity leave.

9.2.4 A Clerical and Administrative employee who will not take the role of primary care giver will be granted up to five (5) days paid paternity leave within two weeks of the birth of the child unless otherwise agreed. No leave entitlements shall accrue during this period of paid paternity leave.

9.2.5 All other parental leave granted in accordance with this clause and the Award will be unpaid. No leave entitlements shall accrue during this period of unpaid leave.

10.0 Long Service Leave

10.1 Eligibility

In determining eligibility for Long Service Leave a Clerical and Administrative employee (other than a casual Clerical and Administrative employee) must have ten (10) years of continuous employment with the School, or another organisation which is recognised by the School for this purpose, and the Clerical and Administrative employee concerned has previously applied for recognition of that service for the purpose of determining their entitlement to Long Service Leave. In addition the type of ten (10) years service must be of the type where Long Service Leave entitlements accumulate.

10.2 Entitlement

After ten (10) years of continuous employment a Clerical and Administrative employee is entitled to thirteen (13) weeks paid leave and six and a half (6.5) weeks upon completion of each additional five (5) years of continuous employment.

A Clerical and Administrative employee may apply to take pro-rata Long Service Leave after the completion of seven (7) years or more of continuous employment. The School may agree for the Clerical and Administrative employee to receive payment for all or part of the Clerical and Administrative employee's accrued Long Service Leave in lieu of taking this entitlement as leave.

Subject to the production of a supporting medical certificate, a Clerical and Administrative employee who becomes ill whilst on Long Service Leave is entitled to have the period of illness treated as sick leave but only to the extent that the Clerical and Administrative employee is entitled to sick leave.

Subject to the production of a supporting medical certificate, the Clerical and Administrative employee's Long Service Leave will be extended by the period of illness. An exception to this is that the School and a Clerical and Administrative employee may agree that the Clerical and Administrative employee will return from Long Service Leave as planned with the period of illness increasing the Clerical and Administrative employee's accrued Long Service Leave entitlement.

10.3 Payment of Accrued Long Service Leave in Lieu of Taking Leave

10.3.1 The Clerical and Administrative employee may agree for the Clerical and Administrative employee to receive payment for part or all of the Clerical and Administrative employees accrued Long Service Leave in lieu of taking this entitlement as leave

10.3.2 The payment in lieu option will have the express effect of overriding Section 74 of the Long Service Leave Act 1992 (Vic.).

11.0 Relocation Leave

A Clerical and Administrative employee is entitled to a maximum of one (1) day's leave per year for the purposes of moving their place of abode. The timing of this leave must be negotiated with the Principal prior to any leave being taken. This leave is non cumulative.

12.0 **Termination of Employment**

12.1 **Termination by the School**

The School may terminate a Clerical and Administrative employee's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

12.1.1 **Redundancy**

Where termination takes place for reasons of redundancy, clause 14 will apply.

12.1.2 **Unsatisfactory Performance**

Where termination of employment may take place for reasons related to performance, the School will apply to undertake a process that includes the provisions outlined in 12.1.2(a) and 12.1.2(b).

12.1.2(a) **Commencement of Due Process**

Due process will commence with the School advising the Clerical and Administrative employee in writing of:

- the School's concerns with the Clerical and Administrative employee's performance;
- the time, date and place of the first due process meeting;
- the Clerical and Administrative employee's right to be accompanied by a nominee of the Clerical and Administrative employee's choice at all due process meetings;
- the School's right to terminate the Clerical and Administrative employees employment should due process not resolve the School's concerns.

12.1.2(b) **Due Process Meetings**

Due process meetings will:

- include discussion of the School's concerns with the Clerical and Administrative employee's performance;
- give the Clerical and Administrative employee an opportunity to respond to the School's concerns;
- include discussion of any counseling or assistance, where appropriate, available to the Clerical and Administrative employee;
- include documentation, where appropriate;
- set periods of review, as appropriate.

12.1.3 **Unsatisfactory Conduct**

Where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the Clerical and Administrative employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School. Where an issue of misconduct is to be investigated, a Clerical and Administrative employee is entitled to be accompanied by a nominee of the Clerical and Administrative employee's choice. Disciplinary action may include termination of the Clerical and Administrative employee's employment.

12.1.4 **Summary Dismissal**

The School may terminate a Clerical and Administrative employee's employment summarily where that Clerical and Administrative employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the School to continue the employment during the notice period.

12.1.5 **Notice**

Where the School terminates employment for reasons of redundancy or unsatisfactory performance, the School will provide notice in accordance with sub clause 10.2 of the Victorian Independent Schools – Clerical/Administrative Employees - Award 2004. Where the School terminates employment for reasons of unsatisfactory conduct, the School may provide notice as above or may terminate employment summarily in cases of serious misconduct.

12.1.6 Statement of Service

Upon termination of employment, a Clerical and Administrative employee may request a statement of service. Upon receipt of such a request, the School will provide the employee with a statement specifying:

- the period of employment; and
- the classification of, or type of work performed by the employee.

13.0 Introduction of Major Change

13.1 School's Duty to Notify

13.1.1 Where the School has made a definite decision to introduce major changes in:

- production;
- program;
- organisation;
- structure; or
- technology

that are likely to have significant effects on Clerical and Administrative employees, the School will notify the Clerical and Administrative employee who may be affected by the proposed changes.

Where such major change occurs during the School year, the notification by the School to the Clerical and Administrative employee so affected will be a month's notice, except where otherwise agreed by mutual agreement. When a major change affects only the hours of work, and is occurring between the end of one school year and the commencement of the next, a month's notice will not be required.

13.1.2 "Significant effects" include:

- termination of employment;
- major changes in the composition, operation or size of the School's workforce, or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for retraining or transfer of Clerical and Administrative employees to other work or locations;
- the restructuring of jobs.

13.1.3 With the exception that where the Award makes provision for alteration of any of the matters referred to in this clause an alteration will be deemed not to have significant effect.

13.2 School's Duty to Discuss Change

13.2.1 The School will discuss with the Clerical and Administrative employees affected:

- the introduction of the changes referred to in 13.1;
- the effects the changes are likely to have on Clerical and Administrative employees;
- measures to avert or mitigate the adverse effects of such changes on Clerical and Administrative employees.

13.2.2 The School will give prompt consideration to matters raised by the Clerical and Administrative employee in relation to the changes.

13.2.3 The School will commence discussions as early as practicable after the School has made a definite decision to make the changes referred to in 13.1.

13.2.4 For the purposes of such discussion and subject to 13.2.5, the School will provide in writing to the Clerical and Administrative employees concerned, all relevant information about the changes including:

- the nature of the changes proposed;
- the expected effects of the changes on Clerical and Administrative employees; and
- any other matters likely to affect Clerical and Administrative employees.

13.2.5 For the purposes of such discussion under 13.2.4, the School will not be required to disclose confidential information the disclosure of which would be inimical to the School's interests.

14.0 **Redundancy Consultation**

14.1 Where the School has made a definite decision that the School no longer wishes the job the Clerical and Administrative employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the School will hold discussions with the Clerical and Administrative employee directly affected.

14.2 The School will hold discussions as soon as practicable after the School has made a definite decision which will invoke the provisions of 14.1.

14.3 Pursuant to 14.2, the School will discuss, inter alia:

- the reason(s) for the proposed terminations;
- measures to avoid or minimise the terminations;
- measures to mitigate any adverse effects of any terminations on the Clerical and Administrative employee(s) concerned.

14.4 For the purposes of the discussion pursuant to 14.2, the School will, as soon as practicable, provide in writing to the Clerical and Administrative employee(s) concerned, all relevant information about the proposed terminations including:

- the reason(s) for the proposed terminations;
- the number and categories of Clerical and Administrative employee(s) likely to be affected;
- the number of workers normally employed;
- the period over which the terminations are likely to be carried out.

14.5 For the purposes of 14.1 to 14.4, the School is not required to disclose confidential information the disclosure of which would be inimical to the School's interests.

14.6 Where a dispute arises concerning termination of employment due to redundancy, the redundancy disputes procedure from the Victorian Independent Schools – Clerical/Administrative Employees - Award 2004 (clause 8) will be applied in the resolution of that matter.

14.7 **Redundancy disputes**

14.7.1 Paragraphs 14.7.2 and 14.7.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute). These additional obligations do not apply to employers who employ fewer than fifteen (15) employees.

14.7.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;
- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

14.7.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

14.8 **Severance Payments**

The following scales of severance payments will apply in lieu of the severance scale prescribed in paragraph 9.3 of the Victorian Independent Schools – Clerical/Administrative Employees - Award 2004.

If the employee is under 45 years of age

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	7 weeks pay
3 years but less than 4 years	10 weeks pay
4 years but less than 5 years	12 weeks pay
5 years but less than 6 years	14 weeks pay
6 years and over	16 weeks pay

If the employee is 45 years of age or over

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	5 weeks pay
2 years but less than 3 years	8.75 weeks pay
3 years but less than 4 years	12.5 weeks pay
4 years but less than 5 years	15 weeks pay
5 years but less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

15.0 **Letter of Appointment**

The School will provide the Clerical and Administrative employee with a letter of appointment. The letter will include such matters as salary, tenure of the appointment where applicable, a statement of duties for the position and relevant information about the position.

16.0 **Travel and Personal Expenses**

16.1 When Clerical and Administrative employees are required to travel for purposes of their employment, the School will pay reasonable expenses. Reasonable expenses are those over and above costs which would normally be incurred by Clerical and Administrative employees at School and which relate directly to the duties required of Clerical and Administrative employees.

16.2 Except in exceptional circumstances, payments must be authorised by the Principal prior to be incurred.

17.0 **Tuition Fee Concessions**

17.1 **Definition of 'Tuition Fee'**

'Tuition Fee' shall be defined as the annual fee for academic tuition as determined annually by the School Council.

17.2 **Entitlement of Existing Staff**

Clerical and Administrative employees employed by the School will be entitled to a 50% discount of the tuition fee where they enrol their daughter(s), (or son(s) in the Early Learning Centre) at St Catherine's School. Each enrolment of children of staff after 23 January 2002 will attract the payment of the FBT liability applicable to the concession.

17.3 **Entitlement of New Staff**

17.3.1 **Full-time Staff**

Full-time Clerical and Administrative employees employed by the School after 23 January 2002 will be entitled to a 50% discount in the tuition fee where they enrol their daughter(s), (or son(s) in the Early Learning Centre) at St Catherine's School. Each enrolment will attract the payment of the FBT liability applicable to the concession.

17.3.2 **Part-time Staff**

Part-time Clerical and Administrative employees employed by the School after 23 January 2002 will be entitled to the 50% discount in the tuition fee on a pro rata basis equal to their

employment fraction (correct to one decimal point). Each enrolment will attract the payment of the FBT liability applicable to the concession. For example a Clerical and Administrative employee employed at 0.6 FTE is entitled to a 30% discount in the tuition fee $0.5 \times 0.6 = 0.3$.

Where a Clerical and Administrative employee's employment fraction varies there will be a corresponding change in the tuition fee discount. The change in the tuition fee discount will be effective from the commencement of the Term in which the change in employment fraction takes place; however, the percentage discount will be not less than the original discount awarded at the commencement of the part time employment.

18.0 Childcare

Clerical and Administrative employees who require after and/or before school care for their children are entitled to access the School's Before and/or After School Care Program free of charge on days where this requirement exists.

19.0 Meal Breaks/Allowance

19.1 Meal Breaks

No Clerical and Administrative employee shall be required to work for more than five (5) hours without a break for a meal. A meal break shall be for one (1) hour and will not be counted as time worked.

Morning and afternoon tea breaks, each of fifteen (15) minutes duration (to count as time worked), will be allowed. In order to maximise operational and personal flexibility, local work areas may agree to vary the timing of meal and tea breaks.

19.2 Meal Allowance

The School will supply a Clerical and Administrative employee with a meal should the School require the Clerical and Administrative employee to remain at the School continuously until after 6:30 p.m. on any day. A meal will be supplied where it is impracticable for the Clerical and Administrative employee to return home.

20.0 Professional Development and Assessment

The School places a high priority on professional development and assessment. The Professional Development and Assessment processes are designed to support staff to develop to their full potential to achieve personal and professional goals which compliment the operational objectives of the School.

21.0 Issue Resolution Procedure

Where a grievance arises concerning the interpretation or application of a matter contained within this Agreement, the grievance procedure from the Victorian Independent Schools – Clerical/Administrative Employees - Award 2004 (clause 8) will be applied in the resolution of that matter.

22.0 Superannuation and Choice of Fund

The School has agreed, in accordance with the provisions of the Superannuation Guarantee Act 1992, to contribute an amount equal to 10% of a staff member's ordinary time earnings to a complying fund as listed below. Such contributions shall remain payable during any period of paid leave, with contributions being adjusted each time there is a decrease or increase in ordinary time earnings in accordance with the rules of the Fund.

In lieu of clause 18 of the Victorian Independent Schools – Clerical/Administrative Employees - Award 2004 the School offers all staff the right to nominate the payment of superannuation deductions and contributions to their membership of the following Superannuation Funds after the date of certification of the Agreement:

The Victorian Independent Schools Superannuation Fund (VISSF)
Independent Schools Superannuation Fund (ISST)
Combined Fund
VicSuper
Catholic Super Fund
AMP Funds (various)
MLC Funds (various)

The School will not deduct from or pay superannuation contributions to the benefit of staff to any other fund after the certification of this agreement.

Staff who do not elect to have their contributions paid to one of the funds will have their contributions paid to The Victorian Independent Schools Superannuation Fund (VISSF) in the first instance. Staff may subsequently choose to change from the nominated default fund in compliance with with the Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004.

23.0 Remuneration Packaging

The School has agreed to allow staff to tailor their remuneration to meet individual needs. Accordingly, the School and the member of staff may agree to a remuneration package which involves the staff member reducing part of their salary applicable under clause 8 of this Document, in return for non-cash benefits offered by the School. In accessing non-cash benefits, the staff member must meet the full cost of the provision of such benefits and associated taxation and administrative costs.

24.0 Consultative Committee

The parties to this Agreement have resolved that a Consultative Committee be established to monitor the application of the terms and conditions of the agreement and other School related matters during the period of its operation.

There will be a maximum of five members of the Consultative Committee, up to two of whom will be representatives of the School and up to two of whom will be representatives of the employees. The employees' representative will be:

- One person from, and elected by, the Junior School Clerical and Administrative staff;
- One person from, and elected by, the Senior School Clerical and Administrative staff;
- One person, who must be a VIEU member from, and elected by, the Clerical and Administrative staff.

The Committee should meet at least once each term to review the application of the agreement and six months prior to the expiry of this Agreement; it should meet to institute a review and development process aimed at bringing forward a new agreement to take effect from the expiry of the current Agreement.

25.0 Hours of Work

The ordinary hours of work for Clerical and Administrative employees will be 35 hours per week.

Daily start and finish times for members of staff may be varied from time to time in accordance with the operational requirements of the School and after consultation with relevant members of staff.

The allocation of work to a member of staff must be consistent with the staff member's level of appointment and time fraction (as appropriate).

While the School is committed to the management of staff workloads within the ordinary hours of work, no staff member shall be required to work excessive or unreasonable overtime on a regular or ongoing basis.

25.1 Overtime Arrangements

While all work required to be done outside ordinary hours shall normally attract overtime rates of pay, it is the intention of the School that in the first instance, it will negotiate a time off in lieu arrangement with the staff member concerned calculated on the actual hours worked.

When overtime rates are paid they will attract the rates of pay of time and a half for the first two hours and double time thereafter and shall continue until the completion of the overtime work. In computing overtime each day's work shall stand alone. A staff member required to work overtime on Saturday shall be paid a minimum of four hours at the appropriate overtime rate. Sunday overtime rate shall be double time.

26.0 Public and School Holidays

Entitlements to public holidays will be in accordance with clause 24 of the award.

In addition to the Public holidays outlined in clause 24, an employee shall be entitled to take the following days as additional leave days:

- the Thursday before Good Friday.
- the Monday before Melbourne Cup Day and
- 24 December (where that day falls on a weekday) or the first working day before Christmas Day if the 24th December falls on a weekend
- Anzac day if it falls on a weekend will be taken as Easter Tuesday

And such other days as the Principal may award from time to time.

As the School will be closed between 24 December to New Years Day, the three working days between Boxing Day and New Years day shall be taken as Annual Leave Days.

27.0 Annual Leave

27.1 Entitlement

An employee (other than a casual employee) shall be entitled to twenty (20) days of annual leave for each completed twelve (12) months of continuous paid service exclusive of public holidays falling within such leave.

Part time employees shall be entitled to twenty (20) days annual leave calculated at the appropriate time fraction. Annual leave shall be calculated on a pro-rata basis for any period of service which is less than 12 months.

27.2 Taking Leave

Annual leave shall not normally be granted until completion of twelve (12) months' service. However, by agreement between the Principal and the employee partial leave entitlement may be taken before the expiration of the twelve (12) months' service.

Annual leave entitlements shall normally be taken each year at times mutually agreed by the employee and the Principal.

27.3 Sickness During Leave

A member of staff who becomes sick during annual leave may have the period of such illness debited to accrued sick leave and a corresponding period credited to annual leave entitlements, provided that supporting medical evidence is provided to the Principal.

28.0 Annual Leave Loading

Full time members of staff shall be paid an annual leave loading in respect of four (4) weeks leave entitlement equal to 17.5 (seventeen and a half) per cent of the ordinary pay of the staff member. Part-time staff members or staff members who have not worked for a full year shall receive pro-rata payments.

29.0 Sick Leave

A Clerical and Administrative employee is entitled to eighteen (18) days of paid personal carer's leave in each year of service in accordance with the following conditions. The entitlement to use bereavement/compassionate leave and carer's leave is subject to the person for which the leave is being taken being a member of the Clerical and Administrative employee's immediate family or Household (refer definitions below)

29.1 Personal Sick leave

- entitled to up to fifteen (15) days paid leave per annum for personal illness or injury (in the first year of service, the fifteen (15) days becomes available as follows: six (6) days at the completion of three (3) months and a further three (3) days at the completion of six (6), nine (9) and twelve (12) months;
- unused sick leave (up to a maximum of fifteen (15) days in any one (1) year) is fully cumulative;
- a medical certificate is required for absences of more than two (2) consecutive days, and where five (5) days have already been taken without providing a medical certificate in a sick leave year.

29.2 Bereavement Leave

- entitled to up to three (3) days leave per occasion for serious illness or death;
- deducted first from Bereavement leave component (three (3) days), with any further occasions in that year taken from the Sick Leave component or accumulated Sick Leave;
- unpaid leave of up to three (3) days per occasion is available if paid leave has been exhausted.

29.3 Carer's Leave

- notice prior to the absence is required, where practicable;
- entitled to up to five (5) days paid Carer's Leave per annum (in days or part-days);
- deducted first from Sick Leave component, then from Bereavement Leave component if Sick Leave component is exhausted, then from accumulated Sick Leave;
- unpaid Carer's Leave requires employer's consent in advance of any absence;
- medical certificate/statutory declaration required (Clerical/Administrative Employee's choice) for each day of absence certifying the illness of the person concerned and that the illness is such as to require care by another.

Sick leave credits shall not accrue in respect of periods of leave without pay. Part time members of staff shall accrue sick leave on a pro-rata basis.

Approval of sick leave is subject to the provision of satisfactory supporting medical evidence. A staff member wishing to utilise sick leave shall normally inform their supervisor by 10.00 am on the day of utilisation. Supporting medical evidence may be required for absences greater than two days, or where the staff member has exceeded five. Reference should be made to sub clause 25.3.3 of the of the Victorian Independent Schools – Clerical/Administrative Employees - Award 2004 in relation to the evidence required to support a claim.

Definition of immediate family or household

A staff member's entitlement to use bereavement/compassionate leave and carer's leave is subject to the person being either:

- a) a member of the staff member's immediate family; or
- b) a member of the staff member's household

The term 'immediate family' includes:

- a) spouse (including a former spouse, a de facto spouse and a former de facto spouse of the staff member). A defacto spouse means a person who lives with the employee as the husband or wife of that person on a bona fide domestic basis; and
- b) child or an adult child (including an adopted child, a step child or an ex-nuptia child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

30.0 Freedom of Association

The parties to this Document recognise the Freedom of Association Principles in the Workplace Relations Act 1996 and agree that:

- Staff members covered by this Document are free to join industrial associations of their choice or not to join industrial associations, and
- Staff members covered by this Document will not be discriminated against or victimised because they are, or are not, members or officers of industrial associations.

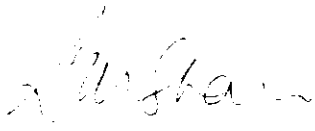
The School agrees to comply with the right of entry provisions of the Workplace Relations Act 1996.

Part 5 - Declaration

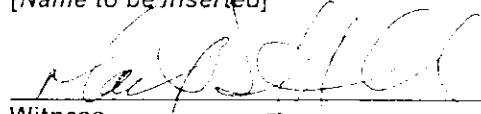
This Agreement is made at Toorak, VICTORIA on 12.12.05

Signed for and on behalf of:


St Catherine's School
A.C.N. 004 251 816


LARAIN M. SMITH
[Name to be inserted]

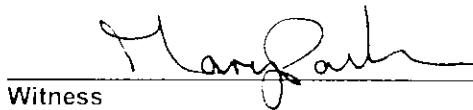
In the presence of


Witness

On behalf of the Members of the Clerical and
Administrative employees of St Catherine's
School


BRIGID WELLSKATRE
[Name to be inserted]

In the presence of


Witness