

Independent Education Union  
Victoria Tasmania

# Parental Leave

A Guide for Members  
in Victorian Catholic Education



# The IEU Handbook for Parental Leave in Victorian Catholic education

This handbook will provide you with answers to the most commonly asked questions about Parental Leave, whether you're planning to take Parental Leave in the future, are currently on Parental Leave, or are preparing for a return to work.

## How to use this Handbook

Important acronyms:

- MEA:** Victorian Catholic Education Multi-Enterprise Agreement 2013, the agreement which determines the conditions of employees in the Catholic education system.
- IEU:** Independent Education Union.
- CECV:** Catholic Education Commission of Victoria: represents employers in negotiations with the IEU.
- VIT:** Victorian Institute of Teaching
- NES:** National Employment Standards

Use the Table of contents on page 4, and the tabs on the page corners to navigate through the book. If there's anything you're not sure about, speak to your IEU representative, or contact us directly:

**Phone:** 03-9254 1860

**Free-call for Country Members:** 1800 622 889

**Email:** [info@ieuvictas.org.au](mailto:info@ieuvictas.org.au)

[www.ieuvictas.org.au](http://www.ieuvictas.org.au)





**Debra James**  
General Secretary



**Loretta Cotter**  
Deputy General Secretary

## **Congratulations!**

Congratulations on your great news! The IEU is committed to ensuring that your transition to parenthood and your return to work after parental leave is smooth, and that you have up-to-date information about your employment rights and responsibilities at every stage.

We have attempted in this guide to provide you with as much information as possible, to ensure that all that you need to think about is covered. Although this guide aims to be comprehensive, if you have any questions regarding the material or any other matter, do not hesitate to contact the IEU to speak to an officer on 9254 1860 or FreeCall 1800 622 889 for country members.

When we refer to parental leave in this guide, we mean maternity, paternity and adoption leave.

Members in Victorian Catholic Schools, through collective bargaining efforts in 2012 and 2013, won improvements in pay and conditions, particularly in relation to parental leave, which are now enshrined in the Victorian Catholic Education Multi-Enterprise Agreement 2013 ('MEA'). Each part of this guide, where relevant, contains a section of frequently asked questions. The answers to these questions will almost always be based on the MEA. You can find the complete MEA on the IEU website: [www.ieuvictas.org.au](http://www.ieuvictas.org.au). The provisions from the MEA relating to parental leave are also contained in this guide.

We encourage you to read this guide carefully, as there are quite a few requirements you need to fulfil, both in applying for leave and in returning to work, particularly if you intend to return part-time.

While on parental leave it is important to maintain your IEU membership to ensure that you can access advice when needed and also when planning your return to work. Taking into consideration your circumstances, the IEU offers an associate membership for a special low rate. Maintaining your membership also ensures you will be able to attend our parental leave seminars and receive all of our updates and publications.

We wish you and your family all the best.

In unity

**Debra James**  
General Secretary

**Loretta Cotter**  
Deputy General Secretary

# What's in the Handbook:

<b>1</b>	Preparing to take leave.....	6
<b>2</b>	Parental leave payments.....	12
<b>3</b>	Your rights and responsibilities on parental leave.....	14
<b>4</b>	Returning to work overview.....	17
<b>5</b>	Returning to work part-time.....	19
<b>6</b>	Taxation issues: family tax, childcare rebates and the baby bonus.....	23
<b>7</b>	Parental leave and superannuation.....	25
<b>8</b>	Engaging with the IEU while on parental leave.....	26
<b>9</b>	Parental Leave application guides.....	27
<b>10</b>	Parental leave provisions from the Victorian Catholic Multi-Enterprise Agreement 2013.....	34



If you have had 4 school terms, or 42 weeks of continuous service in Catholic education in Victoria, you are eligible for Parental Leave.

# Preparing to take leave

Becoming pregnant or adopting a child while working for an employer attracts employment rights as well as responsibilities.

Responsibilities include providing your employer with adequate written notice that you will be leaving your employment to commence parental leave. Your rights include the right to a period of parental leave of up to 156 weeks subject to meeting eligibility requirements and the right to return to your former position upon your return to work. Your parental leave rights and responsibilities are portable across Catholic education in Victoria\*.

Getting the timing right in terms of notifying your employer of your pregnancy is entirely up to you, subject to the notification periods in the MEA. Notification periods you must comply with are outlined in detail in the frequently asked questions section overleaf.

The IEU and the CECV have agreed on a number of notification forms, including the First notice of parental leave form, in accordance with the MEA, which may be used when providing written notice of your intention to take parental leave. The notice must be sent at least 10 weeks before you propose to commence your leave, along with a medical certificate for birth related leave and reasonable evidence in support of adoption leave. You will find a copy of these and other relevant forms in the last section of this guide and on the IEU website. The notice must include the period of parental leave you propose to take. When deciding on the period of leave, consider your rights in relation to shortening and lengthening your period of leave and also the timing of your return to work. The MEA specifies the circumstances when you are required to commence at either the beginning of a school term or school year. You are also required to provide confirmation of your intended leave 4 weeks before the expected start of your leave.

While you are required to comply with the notification requirements and periods, these requirements are not a condition of eligibility. To be clear, that means: if you put your form in late you are still entitled to parental leave.

It is also understood that babies don't always fit in with 'expected' due dates. When providing notice of intended leave, it is a matter of advising as best as possible and keeping your employer informed of any changes as they occur.

\* Catholic education in Victoria means Employers of Catholic education Offices and Employers of Primary, Secondary and Special Catholic schools in Victoria (other than Xavier College)

## Frequently asked Questions

### Eligibility - First pregnancy / placement of a child

#### Q. Am I eligible for parental leave?

If you have had either 4 school terms or 42 weeks of continuous service (full-time or part-time but not casual employees or emergency teachers) in Catholic education in Victoria before commencing parental leave, you are eligible.

If you have worked for less than 42 weeks or 4 school terms of continuous service in Catholic education in Victoria before commencing parental leave you are not eligible for parental leave but are entitled to take leave without pay until the end of the current school year. You may also be eligible for paid no safe job leave or pre-adoption leave.

#### Q. I have only been working with my current Catholic School employer for 3 months. Immediately prior to this position I was working at another Catholic School for a year. Am I eligible?

Yes, because you have completed at least 42 school weeks or 4 school terms of continuous service in Catholic education in Victoria prior to commencing parental leave.

#### Q. I completed two consecutive 6 month contracts in Catholic education before going on unpaid leave for a year and have just discovered I am pregnant. Am I eligible for parental leave?

Yes, because you have been employed for more than 42 school weeks or 4 school terms of continuous service in Catholic education in Victoria prior to commencing parental leave. Continuous service includes approved unpaid leave. You will also be eligible for paid parental leave.

#### Q. I am pregnant and will be a single parent. Am I eligible for parental leave?

Yes, if you meet the eligibility requirements you are entitled to parental leave.

In addition to your entitlements under the MEA, it is unlawful for your employer to discriminate against you on the basis of your gender, marital status or parental responsibilities. Discrimination may include - denying promotional opportunities, or refusing to renew a contract after advising of a pregnancy. The IEU has represented members successfully by arguing that an employee's private life is not relevant to their work entitlements and that the employer was engaging in discriminatory conduct in breach of Equal Opportunity Legislation at both the Commonwealth and State levels. If you are in this situation or know of anyone who is, we strongly encourage you to call the IEU office for assistance.

### Subsequent pregnancy / placement of a child

#### Q. What if my partner or I become pregnant while on parental leave, or we adopt another child?

You have a right to a further period of leave commencing from the date of birth / placement. A new separate period of leave will start and your current period of leave will cease from the day the baby is born or your child is placed with you. You must return from this second period of leave at the start of a school year. The same letters of notification must be given to your employer as for the first pregnancy / placement (see 'applying for leave').

**Note:** You will not be entitled to a further parental leave payment without having returned to work for 42 weeks or 4 school terms before the date of birth or placement.

#### Q. If I have returned to work from parental leave and have only been back at work for 3 months am I still eligible for a further period of parental leave?

Yes, you will be eligible, because you need only to satisfy that you have been employed by your employer for more than 42 weeks or 4 school terms prior to commencing leave, which includes a period of parental leave and other forms of leave, i.e. approved unpaid leave, long service leave, etc.

**Note:** You will not be entitled to the paid parental leave component.

#### Q. What is continuous service?

The MEA defines continuous service as all forms of paid leave, any other form of leave approved by the employer, any absence covered by provisions of the *Accident Compensation Act* or *Transport Accident Act*, any disruption caused by industrial action or periods of up to 15 working days between working for one employer and the next.

If you are unsure about whether you are eligible for parental leave contact the IEU for advice about how to calculate your period of continuous service.

### Leave entitlement

#### Q. How much parental leave can I have?

##### BIRTH RELATED LEAVE

You can take an unbroken period of up to 156 weeks leave which may include parental leave taken prior to the birth of a child. You can share the leave with your spouse / partner. Paid partner leave will be deducted from your 156 week entitlement but any concurrent leave taken by your partner will not be deducted.

If you are returning to work after a period of leave which exceeds 104 weeks or after a subsequent pregnancy, then you are required to return to work at the commencement of a school year even if this extends your parental leave entitlement beyond the 156 weeks. You can reach an agreement with your employer on an alternative commencement date.

You can start the leave at any time during the pregnancy by agreement, however, usually leave will commence about 6 weeks before the expected date of birth. If you wish to work in the 6 weeks prior to the expected date of birth your employer has the right to ask for a medical certificate to determine your fitness for duties during the 6 weeks prior to your expected due date. If your medical practitioner does not certify that you are fit to work you may be required to commence parental leave in the 6 weeks prior to the expected due date.

##### PARTNER LEAVE

You can take 1 weeks' paid partner leave, in up to two separate periods. Paid partner leave will be deducted from the total 156 weeks. This may be taken on the date of birth of the child or within 156 weeks. You may also take up to 8 weeks of concurrent leave which does not reduce the total 156 weeks. Concurrent leave is unpaid leave which may be taken at any time during your partner's period of parental leave. It may be taken in several periods of no less than two weeks at a time unless otherwise agreed.

You can also take an additional unbroken period of up to 155 weeks' unpaid leave. This must be reduced by any period of maternity leave taken by your spouse / partner for the same child. You can split the leave with your spouse / partner, but you cannot be on parental leave at the same time as your partner except for one week of paid partner leave or up to 8 weeks of concurrent leave.

Remember when applying for parental leave, paid partner leave or concurrent leave you must indicate the dates of the leave, but it is not going to affect your eligibility for leave if the dates change due to circumstances.

##### ADOPTION LEAVE

You may take adoption-related leave of up to 156 weeks. The leave must commence on the day of the placement of the child or within the 156 weeks. Paid adoption-related leave of up to 14 weeks may be taken and may be shared between partners who are employed in Catholic education. Concurrent and partner leave may also be taken with adoption-related leave.

##### FIXED-TERM CONTRACTS AND PARENTAL LEAVE

If you are engaged under the MEA as a fixed-term employee, for example for a specified period of time or as a replacement or relieving employee and you meet the eligibility requirements for parental leave you are entitled to take parental leave in accordance with the MEA. If your due date is close to the end of your contract contact the IEU for advice.

Taking parental leave will not extend the period of employment beyond the end date of your contract. If you are eligible for paid parental leave, you will receive parental leave pay up until the time your contract would otherwise have concluded. If you have not taken your full entitlement to paid parental leave at the end of your contract you will be paid the balance as a lump sum.

#### Q. I had a one year replacement contract last year and have got another replacement contract this year that will finish at the end of the school year. I am pregnant and want to go on leave at the start of term 4. Am I eligible for parental leave and will I get paid parental leave?

Yes, you meet the eligibility requirements for parental leave because you have completed 4 school terms or 42 weeks of continuous service in Catholic education.

When you commence leave you will get paid your usual salary as paid parental leave up till the time your contract would have concluded. This means you will get superannuation and leave accruals during the time your contract runs. If there is any balance of the full entitlement (14 weeks' pay) outstanding at the end of your contract, the balance will be paid to you in a lump sum and will not attract superannuation or leave accruals.



### **Applying for leave**

**Note:** Relevant proformas are in Part 9 of this guide and can be downloaded from [www.ieuvictas.org.au](http://www.ieuvictas.org.au)

#### **Q. How do I apply for parental leave?**

By writing to your employer providing details of the leave you wish to take, including the intended start and end dates of the leave and within the time limits specified as follows:

PARENTAL LEAVE; BIRTH-RELATED, PARTNER AND ADOPTION-RELATED

**First notification:** At least 10 weeks before the presumed date of birth or placement, you must write to your employer notifying him / her of the presumed date of birth or placement. For birth-related leave you must include a medical certificate confirming the pregnancy and stating the expected date of birth. For adoption-related leave you must provide evidence of the expected date of placement of the child and that the child will be under 16 as at the day of placement.

#### **Q. If my baby is born prematurely and I haven't applied for parental leave am I still entitled to paid parental leave?**

Yes, at least 10 weeks' notice must be given wherever practicable, but if you are unable to give notice due to premature birth, changes to placement dates or other compelling circumstances you will still be eligible for parental leave. You should provide notice of your leave application as soon as you are able.

**Second notification:** At least 4 weeks prior to commencing leave you must confirm your intended start and end dates of leave with your employer. If there is any change to your intended dates, you must advise of this as soon as practicable. Again, it may not always be possible to provide this notice.

### **Concurrent Leave**

The notice and evidence requirements for concurrent leave are the same as for parental leave except that if you take a second or subsequent period of concurrent leave you only need to give 4 weeks' notice and do not need to provide evidence in relation to the leave again.

### **Pregnancy health and safety**

#### **Q. What happens if I can no longer do my job while pregnant because it is unsafe?**

During your pregnancy, if your doctor states that it is unsafe for you to continue in your job for a stated period, you have the right to be transferred to a safe job with no other change in your terms and conditions of employment during that period. If your employer does not think it is reasonably practicable to transfer you to a safe job then you are entitled to take paid leave during the period your doctor has declared your job to be unsafe. This is additional to any other leave you are entitled to, including parental leave.

In the 6 weeks before your expected date of birth your employer may require you to commence parental leave if you are not certified by your doctor as fit to work.

#### **Q. What happens if I become ill during my pregnancy while at work?**

If you become ill because of your pregnancy, you can use any sick leave to which you are entitled. If this runs out you can take a period of unpaid special maternity leave that your doctor indicates is necessary. Special maternity leave whether taken as paid sick leave or unpaid leave will not count as part of your 156 weeks' leave entitlement.

### **Q. What happens if something goes wrong?**

In the event of miscarriage, still birth or losing a baby after birth the MEA provides for parental leave to be taken in some circumstances. You may also use personal leave and special maternity leave.

In the first 12 weeks of pregnancy you are entitled to take personal leave in accordance with the MEA for loss of a pregnancy or pregnancy-related illness.

Where the pregnancy of an employee not on parental leave terminates within 28 weeks before the expected date of birth (but after the first 12 weeks of pregnancy) then the employee shall be entitled to:

- (i) such period of unpaid leave as a medical practitioner deems is necessary known as 'special maternity leave', or
- (ii) to take such paid sick leave as she is entitled to in lieu of or in addition to 'special maternity leave'.

Taking a period of special maternity leave will not be deducted from your entitlement to 156 weeks of parental leave.

### **Q. What happens if my pregnancy goes beyond 20 weeks and I then lose my baby?**

If your pregnancy has gone beyond 20 weeks and ends by miscarriage or the birth of a still born child or the child is born and later dies, you are entitled to take the full amount of parental leave (including any paid parental leave) that you originally intended to take.

In this circumstance, you can return to work earlier than the original intended date by providing notice to your employer and your employer must allow you to return no later than the start of the next school term after the notice was given.

### **Q. I need to attend a medical appointment. Can I access my sick leave?**

Yes. You can access up to 5 days of your personal leave entitlements during your pregnancy to attend pre-natal medical appointments.



You are entitled to 5 days of paid partner leave, which you can take as one block, or two, such as the day of the birth and when your partner returns home.

# Paid Parental Leave

Members are entitled to 14 weeks' paid parental leave paid as salary, rather than in a lump sum. Paid parental leave counts as service and will attract leave entitlements and superannuation.

## Frequently asked Questions

### Eligibility

#### Q. Am I entitled to the parental leave payment?

PARENTAL LEAVE (INCLUDES BIRTH-RELATED, ADOPTION-RELATED AND PARTNER LEAVE)

You are entitled to the parental leave payment if you have worked for a Catholic employer(s) continuously for at least 42 school weeks or 4 consecutive school terms immediately prior to the expected date of birth or placement.

To be eligible for a subsequent period of paid parental leave, employees must return to work for 4 school terms or 42 weeks of continuous service.

### Entitlement and rate of pay

#### Q. How much am I entitled to?

BIRTH-RELATED LEAVE

You are entitled to a parental leave payment of up to 14 weeks or ordinary pay from the date your baby is born or from when parental leave has commenced. If you take less than 14 weeks you will only be paid for those weeks that are taken as leave.

PARTNER LEAVE

You are entitled to 5 days of paid partner leave. The paid leave days may be taken in two separate periods, e.g. 1 day for the birth and 4 days when your partner returns home.

ADOPTION LEAVE

You are entitled to a payment of up to 14 weeks' paid parental leave, such payment being directly proportional to a period that would otherwise be unpaid. If both you and your partner work in Catholic education, the 14 weeks' pay may be divided between you. For example you may take the first 8 weeks as paid leave and your partner may take the second 6 weeks of the 14 weeks of leave. Each partner's period of paid leave will count as service.

#### Q. What rate will my entitlement be paid at?

The payment is based on your salary immediately preceding your commencement on parental leave. This means you are paid at your ordinary rate of pay for your ordinary hours of work for your pre-parental leave position. It includes any allowances for positions of responsibility.

**Timing of the payment****Q. When will I receive the parental leave payment?**

You will start receiving payment via your usual salary payment method when you commence parental leave.

**Combining parental leave with other forms of paid leave****Q. Can I combine parental leave with other forms of paid leave such as annual leave and long service leave?**

You may take annual leave or long service leave whilst you are on parental leave. If you do so, the total period you may be away from work for a single period of parental leave cannot exceed 156 weeks. Taking other forms of paid leave while on parental leave does not break continuity of your parental leave.

**Which Employer pays?****Q. I have taken unpaid leave from a Catholic school to work with another Catholic employer. I am now pregnant. Who is liable for my parental leave and the payment?**

If you are eligible for a second period of paid parental leave, the second employer is liable for the paid leave up to the end of your contract with the second employer. Payment of any balance owing at the conclusion of your contract is to be paid by your first employer.

You will need to notify both your first and second or subsequent employer that you intend to take parental leave, providing all the required information and complying with the relevant notice periods. Refer to Applying for leave in Part 1 of this guide.

# Your rights and responsibilities on leave

Now that you are on leave, you can concentrate on the important task of caring for your child or children. While on leave however you are still employed by your employer. There are some important issues that you may need to consider depending on your situation.

The IEU regularly encounters issues arising from members' rights to work in paid employment while on leave and their rights in relation to proposed redundancy situations. In the course of leave, issues relating to shortening or lengthening the period of leave can also arise.

The IEU encourages you to keep the dialogue open with your employer and stay in touch with your colleagues about what is happening at your school and any changes that may be taking place to ensure you are kept in the loop. One way you may be able to do this is by arranging to use "keeping in touch days" which allow you to return to work for up to 10 days to stay on top of what is happening at your school or office and to assist with your return to work.

## **Q. Do I get paid if I attend work for a "keeping in touch day"?**

Yes, keeping in touch days are paid at your ordinary rate of pay. You can have up to 10 keeping in touch days which will count as service but will not break the continuity of parental leave. Keeping in touch days are included in the total entitlement of 156 weeks. You cannot be in receipt of paid leave when you have a keeping in touch day.

## COMMUNICATION WHILE ON LEAVE

The MEA provides that, while you are on parental leave, you and your employer are obliged to communicate with each other about any significant changes affecting your employment or personal leave. For your employer this includes advising you of any change that will have a significant effect on your status, responsibility level, pay or location of your pre-parental leave position.

Employees are required to keep their employer informed of any significant matter that will affect the period of leave taken, the return to work, a request for part-time work and any changes to contact details while on leave.

## **Protecting your employment and parental leave status**

### **Q. Is my job protected while I am on parental leave?**

You cannot be dismissed because you are pregnant or on parental leave. If a genuine redundancy situation arises in your school, then proper procedures must be followed, including notifying you of any significant changes that may affect your job.

### **Q. Are my entitlements protected while I am on parental leave?**

While you are on parental leave, your level of experience, any accumulated sick leave, long service leave and superannuation must be preserved. You do not accrue additional leave and experience while on unpaid parental leave.

### **Q. What position am I entitled to on my return to work?**

When you return to work from parental leave you are entitled to return to the position you held immediately before you commenced leave, if the position still exists. If the position does not exist, you are entitled to return to a position commensurate with your qualifications and experience.

If you are a part-time employee you are entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

**Q. Can I take up paid employment while I am on parental leave?**

There is no bar to you accepting work with another Catholic school in Victoria while on parental leave. However, you must first advise your employer prior to commencing work with another Catholic employer. You don't need to notify your employer if you work on a casual basis including emergency teaching and casual relieving work while on parental leave.

The situation is different if you are seeking or have been offered work in a non-Catholic school. In this situation, you must first obtain the consent of your employer. However, such consent cannot be unreasonably withheld.

**Q. What happens if a redundancy situation occurs at my school while I am on leave?**

All employees, except those employed for a specific period of time, are on an equal footing in any redundancy situation and the redundancy guidelines must be followed.

You should be notified in writing of any potential redundancy. The IEU is involved in the process and represents all members to ensure the guidelines are followed correctly and the process is a fair one. We encourage you to call the IEU office and speak to the IEU officer responsible for your school if you are involved in such a situation.

**Altering your period of parental leave****Q. Can I shorten the period of my leave?**

To shorten your parental leave period you must notify your employer in writing of your proposed date of return. Your leave can only be shortened with the consent of your employer.

**Q. Can I lengthen the period of my leave?**

You can extend the period of parental leave once by giving your employer written notice at least 4 weeks before the end date of the original period of leave. You can further extend the period of leave by agreement. The total period of leave, including the extension, must be no more than 156 weeks (save for concurrent leave).

If you intend to take more than 104 weeks leave, you must return to work at the beginning of a school year unless your employer agrees to an alternative arrangement.

**Your entitlements and VIT registration****Q. I am a teacher. What happens to my VIT membership while I am on parental leave?**

Most registered teachers in Victoria are now on an annual registration renewal cycle. This means that to continue to be a registered teacher you will need to meet the annual registration requirements of:

- 20 hours of standard referenced professional development activities that update knowledge about content, practice and/or pedagogy; and
- 20 days teaching, or equivalent practice/educational leadership.

If you are due to renew your registration but cannot meet the above requirements, you are able to apply for Non-Practising Registration. This is a form of registration that enables you to maintain registration. However you are unable to teach while holding this form of registration. If you wish to return to teaching you can apply to Return from Non-Practising Registration by completing the required VIT paperwork.

It is particularly important that three-year trained teachers do not let their current registration expire because new registration requires the applicant to be four-year trained.

Check the VIT website [www.vit.vic.edu.au](http://www.vit.vic.edu.au) for the specific details on any of the above matters.



The law now requires that when an employee requests part-time work, the employer must not reasonably deny such a request.



# Returning to work overview

This part deals generally with your rights and responsibilities in relation to planning your return to work. Part 5 deals in more detail with returning to work part-time.

Although there is room to move in terms of working out when you will return to work, there are certain requirements you will need to meet and notification requirements to observe. Maintaining good and open communication with your employer will assist you in getting the timing right. Remember 'keeping in touch days' are designed to assist with your return to work.

When deciding on returning to work, you can lengthen your period of leave and shorten it as detailed in Part 3. The MEA also specifies when you must return to work ie at the beginning of a school term or school year. You may need to consider these issues and how they will interact with your decision to return to work.

You are required to return to work after your first period of leave when you have taken the maximum 156 weeks of your entitlement. However this does not prevent your employer, if you feel you need more time, from granting unpaid leave for a further period. If you do enter such an arrangement you should understand that you will not be covered by the parental leave provisions of the agreement. For example, you will not be covered by the MEA provisions which state you are entitled to work part-time up until your child reaches school age. You could, however, after your period of leave, still request part-time work in accordance with Equal Opportunity legislation which provides that your employer can not unreasonably refuse such a request if the reason for the request relates to your family responsibilities. If you held a full-time position prior to going on parental leave that was then extended by unpaid leave beyond the 156 weeks, you are entitled to return to your ongoing full-time position.

The MEA provides a return to work guarantee. This means when you return to work from parental leave you are entitled to return to your pre-parental leave position, or if the position no longer exists, a position that is commensurate with your qualifications and experience. A part-time employee is entitled to the same number of hours, but not necessarily the same times or class levels.

It is important that you comply with the return to work notification requirements which are detailed overleaf.

Questions related to these issues and more are answered over the following pages.

## Frequently asked Questions

### Applying to return to work

**Q. How do I notify my employer of my intention to return to work?**

You must write to your employer at least 8 working weeks (within a school term) before the expiry of your leave, confirming the date on which you will return to work.

### Returning to your former position

**Q. What position am I entitled to on my return to work?**

You are entitled to return to your pre-parental leave position. If that no longer exists you must return to a position most commensurate with your level of experience and qualifications.

If you are a part-time employee, you are entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

### Time of commencement

**Q. Can I return in the middle of a school term?**

No, not unless your employer agrees.

**Q. I have been on parental leave for less than the full 156 weeks, when can I return to work?**

Where you have taken more than one school term's leave, you are required to return at the start of a school term and preferably at the start of a school year.

Employees accessing more than 104 weeks' parental leave are subject to a return to work at the commencement of a school year only, even if this extends the period of maternity leave beyond the 156 weeks.

However, if you reach agreement with your employer, you can arrange to return to work at any time during the year.

### Commencement pay

**Q. What classification and rate of pay will I be on when I return?**

You will commence on the classification level you were on before you commenced parental leave.

In addition you will progress up the scale as of 1 May each year (date for incremental progression). From April 2013 you need to have worked 6 months in any one incremental cycle (30 April in one year to 1 May in the next) in order to move up the scale. If you have not worked 6 months in the incremental cycle you will not increment. Your time fraction is irrelevant.

Depending on when you return to work, you will also be entitled to salary increases applicable to your classification level in accordance with the MEA in February and August of each year.

**Q. Am I entitled to receive the lump sum payment that I missed out on while I was on parental leave?**

IEU members won the entitlement to a lump sum payment of \$1000 in the 2013 MEA negotiations. If employed in Catholic education on 1 November 2013 you are eligible for the lump sum payment. If you were on parental leave at that time, as long as you return to work during the life of the MEA (2013 - 31 October 2016), you will be entitled to receive a lump sum benefit on return.

The payment is based on your FTE as at 1 November 2013 if you were in receipt of paid leave at that time. For employees on leave without pay as at 1 November 2013, the lump sum payment will be calculated based on a pro-rata of FTE prior to commencement of the leave without pay.

# Returning to work part-time

The decision to return to work part-time can bring up many issues in relation to your financial circumstances, childcare and your relationship with your employer as you both negotiate the balancing act that is widely referred to as the work / life balance.

Part-time work has become commonplace as families make arrangements to combine paid work with the job of caring for their family. Part-time work can become crucial in the early stages of a child's life as the balance between parents spending time at work is prioritised with the needs of their children. Often paid part-time work not only sustains a family's financial situation, it also provides a parent with much needed contact with the workforce. Negotiating part-time work can easily become complicated when the needs of childcare centres, carers, school hours and school timetables need to be taken into account. We strongly encourage you to call the IEU office and speak to an IEU Officer who will be able to assist you through the process and can act as your mentor. We also encourage you to attend a parental leave seminar which includes a session on negotiating a part-time work agreement.

In all of this, what needs to be understood is that the law now requires that when an employee requests part-time work, the employer must not unreasonably deny such a request. These rights are enshrined in law in various instruments including relevant industrial legislation, Equal Opportunity legislation and the MEA.

When an employer receives a request from an employee, to return to work part time, there are criteria that the employer must consider before the request can reasonably be denied. The criteria are set out in this section. In the absence of meeting the criteria for denying a request, the assumption is that the request will be granted. Contact your IEU organiser for advice if you are concerned that your employer has not properly considered your request for part-time work or has denied your request.

If your employer grants your request to work part-time you may work part-time in one or more periods after the birth of your child until your child reaches school age.

The IEU, in an effort to assist members balance work and family lives, has developed a family friendly workplace policy and also a job share policy. These policies can be downloaded from the IEU website. We encourage you to work with your local IEU sub-branch representative and fellow members to ensure that these policies are supported at the local level.

Questions related to these issues and more are answered on the following pages.

**Important:** the law requires that when an employee requests part-time work, the employer must not unreasonably deny such a request.

### **Notifying your employer of your intention to work part-time**

#### **Q. When do I notify my employer of my request to work part-time?**

You must send a written request at least 8 working weeks (within term time) before your parental leave expires, which is the required notice of your return to work. (See Notice of return to work and request for part-time work on page 32). When making your request to return to work part-time ensure you provide details of the nature of part-time work sought; this may include:

- Preferred days and hours of work
- Whether job-sharing would be suitable
- Any other relevant matters that identify what you want and that will help your employer identify suitable part-time work for you

You must also include the proposed start and end dates of the part-time work you are seeking.

In order to ensure that you can secure part-time work, we strongly encourage you to begin negotiations well in advance of your written notice. This is to ensure your employer has as much notice as possible and does not fill all positions, making it difficult for them to work out a part-time position for you. It is advisable to phone your employer to have an informal conversation to discuss your intentions and family arrangements and the days you need to work part-time, etc.

#### **Q. After some preliminary conversations with my employer, I have now put in a formal written request to return to work part-time for the next year. When should I expect a response from my employer?**

The employer must give a written response to the request for part-time work within 21 days of the request, stating whether the employer grants or refuses the request.

### **Your right to part-time work**

#### **Q. I have requested part-time work but my employer has told me that it is not possible and that only full-time positions are available. What should I do?**

Firstly, your employer has to give you reasons in writing for the decision. Once you receive the written reasons, it will need to be determined whether the reasons are 'reasonable' or not.

Under the MEA, an employer may only refuse your request to work part-time on reasonable grounds related to the effect your request, if granted, will have on the school.

If your request is refused or you are not satisfied with the reasons given for refusing your request for part-time work, contact the IEU office for advice.

**What is reasonable?**

Under the MEA, the following criteria are used as a guide in determining whether an employer's decision is reasonable or not in considering a request by an employee to work part-time:

- a) that the new working arrangements requested by the employee would be too costly for the employer;
- b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
- c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

**Note:** The *Equal Opportunity Act 2010 (Vic)* and the NES also provide assistance in relation to making a request for part-time work and contain similar guidance for employers as to what must be considered before a request for part-time work can reasonably be refused.

**Q. Should I expect a written agreement when I am granted part-time work?**

Yes. The MEA states that the agreement is to be in writing and is to include the following: granting of part-time work, hours to be worked, days to be worked, commencing time and the period of part-time employment. It is expected that a process of consultation has taken place prior to the agreement being made.

**Q. Before going on parental leave I worked full-time. I want to return part-time but only for the next few years. How do I make sure my employer knows I want to keep my full-time position?**

The MEA provides that you can return to work part-time under a part-time work agreement which will protect your ongoing full-time position. The part-time work agreement must set out that the period of agreed part-time work constitutes a temporary variation of your ongoing full-time position.

**Q. Can I vary the terms of the part-time agreement?**

It may be varied with the consent of both yourself and the employer and that variation must be recorded in writing.

**Period of part-time work**

**Q. For what period of time can I work part-time while preserving my full-time position?**

An employee returning to work from parental leave may work part-time under a part-time work arrangement, in one or more periods at any time from their return to work until the child reaches school age.

**Q. Am I entitled to extend the period of part-time work beyond when my child is of school age and still protect my full-time position?**

You are not entitled to an extension under the MEA. This does not, however, prevent you from seeking a part-time arrangement in accordance with Federal and State Equal Opportunity legislation and the NES. As detailed above an employer must accommodate your family responsibilities and reasonably consider your request to work part-time. We advise you to call the IEU and discuss the matter with an Officer.

**Q. What if I've decided I want to move to permanent part-time work?**

If you wish to change your employment status to a permanent part-time position then this will result in a new employment contract with your employer. It is critical that you are clear when requesting part-time work as to whether you are seeking a temporary variation or a change to your ongoing status.

## Hours of work and spread of hours

**Q. Are spread of hours regulated for part-timers? For example, if I work .5 FTE do I work over 2.5 days?**

Spread of hours for part-timers is not regulated. However, the spread of hours must be reasonable and take into account your family and personal responsibilities in accordance with the MEA and Federal and State Equal Opportunity legislation. Your employer should consult with you on this matter and ensure that all reasonable steps have been taken to provide you with a fair spread of hours. If this is not the case, contact the IEU and speak to an Officer.

**Q. If my employer asks me to work additional hours over and above my normal hours, am I obliged to work these hours and if I do agree, how will I be compensated?**

You will not be required to work additional hours unless you consent to such a variation in your hours.

If you are a teacher and you agree to work additional hours, you should be paid for those additional hours. If they are ad hoc additional hours you will be entitled to a loading of 18% of your normal hourly rate on top of your normal salary for each hour worked. These hours are additional to the pro-rata duties expected to be performed by a part-time teacher.

For school officers, all time worked in excess of the weekly hours for which you are employed shall be granted as time off in lieu at the ordinary rate of pay or paid a loading of 33% on the normal hourly rate. The number of such hours may only exceed three by mutual agreement. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at times agreed with the employer.

# Taxation Issues

## **Family tax, childcare rebates and the baby bonus**

Caring for a child or children often raises taxation issues in relation to family assistance payments and childcare concessions.

To determine your eligibility for these payments or concessions we advise you to contact the Australian Government's Human Services office on 136 150 or visit their website [www.humanservices.gov.au](http://www.humanservices.gov.au) to work out your entitlements to the following:

Family taxation benefits;

Childcare rebate and assistance;

The Baby Bonus for babies born before 1 March 2014 or the Newborn Upfront Payment or Newborn Supplement for babies born on or after 1 March 2014

Government paid parental leave scheme.

Please note at the time of publication no details were available as to how any new scheme will operate with respect to existing entitlements. As at the time of publication the Government paid parental leave scheme provides eligible employees with 18 weeks' salary capped at the minimum wage in addition to any employer-based paid parental leave entitlements.



When you are about to go on leave, contact the IEU and change your membership level to associate membership. We cannot provide you with assistance unless you have maintained your membership.



# Parental Leave & Super

The IEU advises members to contact your fund before commencing leave to check arrangements relating to your superannuation while you are on leave. Below are contact details for the super funds most IEU members belong to.

Some funds require that your employer provide written notification that you are on parental leave. While on leave you may continue your own contributions or suspend them for the leave period.

## **Continuation of superannuation while on leave**

### **Q. Does my paid parental leave include superannuation employer contributions?**

Yes, when you are in receipt of paid parental leave, your employer will make superannuation contributions on your behalf.

### **Q. If I take annual or long service leave while on parental leave, will salary payments attract employer superannuation contributions?**

Yes.

### **Q. What happens when I am on parental leave or unpaid leave and no superannuation contributions are being made by my employer to my death and total permanent disability insurance scheme attached to my super?**

The arrangements vary for different superannuation funds. With some funds your insurance will continue and in some funds it will not.

For example, some funds continue the insurance cover provided there are enough funds in your account to pay the premium. Other funds stop the insurance cover once contributions to the fund stop. In this case it may be possible to continue your insurance cover by actually paying the premium.

The IEU strongly advises members to check with their Superannuation Fund.

## **Contact your fund**

### **Catholic Superannuation Fund (CSF)**

Telephone: 1300 655 002  
Email: [info@csf.com.au](mailto:info@csf.com.au)  
Online: [www.csf.com.au](http://www.csf.com.au)

### **NGS Super**

Telephone: 1300 133 177  
Email: [administration@ngssuper.com.au](mailto:administration@ngssuper.com.au)  
Online: [www.ngssuper.com.au](http://www.ngssuper.com.au)

### **Australian Super**

Telephone: 1300 300 273  
Email: [www.australiansuper.com/email](http://www.australiansuper.com/email)  
Online: [www.australiansuper.com](http://www.australiansuper.com)

# Engaging with the IEU while on parental leave

It is important to maintain your IEU membership to ensure you can access advice when needed, both while you are on leave and also when planning your return to work. Taking into consideration your financial circumstances, the IEU offers an associate membership at a special low rate.

When you are about to go on leave, contact the IEU and change your membership level to associate membership. We cannot provide you with assistance unless you have maintained your membership.

## Engaging with your IEU sub-branch

While on leave it will be important for you to maintain contact with your IEU sub-branch so you can deal with issues as they arise and not when it's too late. For instance, due to falling enrolments, redundancies may be proposed at your school. It is important to keep informed about these situations so you can work out what's best for you and your colleagues in the event that a collective approach needs to be taken. We therefore recommend that before you go on leave, you give your contact details to your IEU sub-branch rep and request that you be included in all correspondence and sub-branch activity.

## Member benefits

Maintaining your IEU membership will entitle you to the following member benefits, to name only a few, which will be useful to you while you are on leave:

- Ongoing access to professional industrial advice and representation;
- The Union's newspaper *The Point* and the national journal *Independent Education* posted to your door to keep you informed about what's happening in your profession;
- IEU professional development including parental leave workshops;
- The best-price search service *Union Shopper* for all discounts on shopping and travel;
- Access to *Members Equity* home loans, the bank for union members;
- Access to *Teachers Federation Health* membership.

Finally, don't forget your membership entitles you to union advice and support about all the information covered in this guide!

# Parental Leave application guides

The following pages contain pro-forma documents covering a range of situations in which you may be required to provide information to your employer before, during, and after taking a period of parental leave.

While these forms may prove very useful, and their contents are agreed between the IEU and Catholic Education Office, they are only one way of satisfying notice and evidence requirements in relation to aspects of parental leave and as such the use of these specific forms is not compulsory. If you have a query or concern about providing notice or evidence on any parental leave matter, always contact the union.

## Notice of parental leave

**(First Notice)**

Name:	C Number:
Position:	
School/Office:	

EMPLOYEE PARENTAL LEAVE DETAILS

Expected date of birth/day of placement			
Type of leave:	<input type="checkbox"/> Maternity	<input type="checkbox"/> Partner	<input type="checkbox"/> Adoption
Period of leave:	Start date:	End date:	Total weeks:

SPOUSE PARENTAL LEAVE DETAILS

My spouse will be taking a period/s of parental leave: <input type="checkbox"/> yes <input type="checkbox"/> no			
Period/s of leave			
1	Start date:	End date:	Total weeks:
2	Start date:	End date:	Total weeks:
<input type="checkbox"/> Evidence I have attached a medical certificate confirming the pregnancy and expected date of birth (birth-related leave). OR <input type="checkbox"/> I have attached evidence of the expected day of placement and that the child will be aged less than 16 years (adoption-related leave).			

ADDITIONAL INFORMATION

Additional comments (if any):	
Employee signature:	Date:

EMPLOYER RESPONSE

<input type="checkbox"/> The Employee is eligible for paid parental leave of <input type="text"/> week/s. OR <input type="checkbox"/> The Employee is not eligible for paid parental leave.	
Additional comments (if any):	
Employer signature:	Date:

## Confirmation or change of parental leave details

### (Second Notice)

Name:	C Number:
Position:	
School/Office:	

#### EMPLOYEE PARENTAL LEAVE DETAILS

<input type="checkbox"/> I confirm there has been no change to my parental leave details (confirm dates below). OR <input type="checkbox"/> I advise that there has been a change to my parental leave details (new dates below).			
Expected date of birth/day of placement			
<b>Period of leave:</b>	Start date:	End date:	Total weeks:

#### SPOUSE PARENTAL LEAVE DETAILS

<input type="checkbox"/> I confirm there has been no change to my spouse's parental leave details (confirm dates below). OR <input type="checkbox"/> I advise that there has been a change to my spouse's parental leave details (new dates below).			
Period/s of leave			
1	Start date:	End date:	Total weeks:
2	Start date:	End date:	Total weeks:

#### ADDITIONAL INFORMATION

Additional comments (if any):	
Employee signature:	Date:

#### EMPLOYER RESPONSE

<input type="checkbox"/> I note the change to the parental leave details of the employee or their spouse. OR <input type="checkbox"/> I note that there is no change to the parental leave details of the employee and/or their spouse.	
Additional comments (if any):	
Employer signature:	Date:

## Notice of extension to parental leave

**(First extension)**

Name:	C Number:
Position:	
School/Office:	

EMPLOYEE PARENTAL LEAVE DETAILS

Original Leave Period	Start date:	End date:	Total weeks:
I wish to extend my period of parental leave (see original dates above) and return to work on (See dates below).			
Extended Leave Period	Start date:	End date:	Total weeks:

ADDITIONAL INFORMATION

<input type="checkbox"/> This is the first time I have extended my period of parental leave.	
Additional comments (if any):	
Employer signature:	Date:

EMPLOYER RESPONSE

<input type="checkbox"/> I note that this is the first time you have extended the period of your parental leave and that your new return to work date will be <input type="text"/> (Insert date).	
Additional comments (if any):	
Employer signature:	Date:

## Request to shorten parental leave

**(General)**

Name:	C Number:
Position:	
School/Office:	

EMPLOYEE PARENTAL LEAVE DETAILS

Original Leave Period	Start date:	End date:	Total weeks:
I wish to shorten my original leave period (see original dates above) and return to work on or around <input type="text"/> (Insert date).			

ADDITIONAL INFORMATION

Additional comments (if any):	
Employer signature:	Date:

EMPLOYER RESPONSE

<input type="checkbox"/> I am able to accommodate your request to shorten your parental leave and I confirm that your new return to work date is <input type="text"/> OR <input type="checkbox"/> I am unable to accommodate your request to shorten your parental leave and I confirm that your return to work date remains <input type="text"/>	
Additional comments (if any):	
Employer signature:	Date:

## Notice of return to work and request for part-time work

### (Employees currently on parental leave)

Name:	C Number:
Position:	
School/Office:	

#### EMPLOYEE PARENTAL LEAVE AND RETURN TO WORK DETAILS

<b>Period of leave</b>	Start date:	End date:	Total weeks:
I confirm my intention to return to work on <input type="text"/> (insert date)			

#### REQUEST FOR PART-TIME WORK

<input type="checkbox"/> I wish to return to my substantive Pre Parental Leave position without change OR <input type="checkbox"/> I have a child under school age and I wish to return to work on a part-time/reduced time fraction basis.		
<b>Details of part-time work sought (if applicable)</b>		
<b>Nature of part-time work sought</b> (e.g. I wish to work 4 days per week /I have a preference for Mondays and Tuesdays/ I wish to work half days):		
<b>Start and end dates of the period of part-time work sought</b> (note: this does not preclude subsequent requests for part-time work period):	Start date:	End date:

#### ADDITIONAL INFORMATION

Additional comments (e.g. I seek this arrangement because I can only access childcare on Mondays):	
Employee signature:	Date:

#### EMPLOYER RESPONSE

I confirm that your return to work date is: <input type="text"/> (Insert date).	
<b>Response to request for part-time work (if applicable)</b>	
<input type="checkbox"/> We have agreed you will return to work on a part-time/reduced time fraction basis and I have attached two copies of a part-time work agreement. OR <input type="checkbox"/> I confirm that I am unable to offer you part-time work/reduced time fraction, for the reasons outlined in the attached letter.	
Additional comments (if any):	
Employer signature:	Date:





You can take up to 156 weeks of leave, which you can share with your spouse or partner. Paid partner leave will come out of your 156 week entitlement.

# Parental Leave and related entitlements

This section contains the complete provisions relating to parental leave agreed to as part of the Victorian Catholic Education Multi-Enterprise Agreement 2013, which covers all staff working in Catholic education in Victoria. It sets out the rights and responsibilities of both employees and employers in considerable detail, but may not always directly address individual concerns. If you require further clarification about any matter in this section, please speak to your Rep or contact the Union.

## General

### 1. Definitions

- 1) **Adoption-related leave** means leave of either of the following kinds:
  - a. parental leave taken in association with the placement of a child for adoption;
  - b. pre-adoption leave.
- 2) **Appropriate safe job** see clause 13(2).
- 3) **Birth-related leave** means leave of either of the following kinds:
  - a. parental leave taken in association with the birth of a child;
  - b. special maternity leave.
- 4) **Casual Employee** means an employee employed under this Agreement on a casual basis and includes Emergency Teachers and Casual Relieving Employees.
- 5) **Concurrent leave** see clause 3(13).
- 6) **Continuous service** see clause 6 of the Agreement.
- 7) **Day of placement**, in relation to the adoption of a child by an employee, means the earlier of the following:
  - a. the day on which the employee first takes custody of the child for the adoption;
  - b. the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- 8) **First Employer** see clause 15(1).
- 9) **Former position** see clause 23(10).
- 10) **Keeping in touch day** see clause 15(9).
- 11) **Ordinary rate of pay** see clause 5(p) 'Definitions' of the Agreement.
- 12) **Pre-parental leave position** in relation to an employee is:
  - a. unless sub-paragraph (b) applies, the position the Employee held before starting parental leave; or
  - b. if, before starting parental leave, the employee:
    - i. was transferred to a safe job because of her pregnancy;
    - ii. reduced her working hours due to her pregnancy; or
    - iii. was working under a part-time working agreement,
 the position the employee held immediately before that transfer, reduction or temporary arrangement.
- 13) **Relevant date** see clause 2(2).
- 14) **Relevant Employer**, for the purposes of this Appendix, means Employers of Catholic Education Offices and Employers of Primary, Secondary and Special Catholic schools in Victoria (other than Xavier College).
- 15) **Required leave** see clause 12(2).
- 16) **Risk period** see clause 13(1).
- 17) **Second or subsequent employer** see clause 15(5).
- 18) **Spouse** see clause 5(v) 'Definitions' of the Agreement.

## 2. Eligibility

### Four school terms of continuous service

- 1) An Employee, other than a Casual Employee, is entitled to leave under this Appendix where the Employee has completed either four school terms or 42 school weeks of continuous service with one or more relevant Employers immediately before the relevant date (see paragraph (2)).
- 2) For the purpose of paragraph (1), the relevant date is the later of:
  - a. if the leave is birth-related leave and (c) does not apply—the date of birth, or the expected date of birth, of the child;
  - b. if the leave is adoption-related leave and (c) does not apply—the day of placement, or the expected day of placement, of the child;
  - c. for either birth-related leave or adoption-related leave, if the Employee is taking a period of parental leave that is to start after the birth or placement of the child—the date on which the Employee's period of leave is to start.

### Employees not otherwise entitled to leave

- 3) An Employee:
  - a. who is employed under this Agreement as a Casual Employee; or
  - b. who is otherwise not eligible for leave under paragraph (1),is eligible for pre-adoption leave and unpaid no safe job leave under this Appendix.

### Fixed term Employees' leave ends with contract

- 4) An Employee who is on a fixed term contract and who meets the eligibility criteria in this clause 2 is entitled to parental leave under this Appendix. Save that for a fixed term Employee, that period of leave, including paid parental leave, shall not extend beyond the period for which they have been engaged as a fixed term Employee. See 4(11) as to an eligible fixed term Employee's paid parental leave.

### Employees not eligible may take leave without pay

- 5) In the event of the birth or adoption of a child by an Employee who is not entitled to leave (other than pre-adoption leave or unpaid no safe job leave) under this Appendix because the Employee has not completed four school terms or 42 school weeks of continuous service; the Employee is entitled to leave without pay from the day of placement or date of birth of the child (or from such earlier date as agreed with the Employer) until the end of the school year.

### Additional rules for adoption-related leave

- 6) An Employee is not entitled to adoption-related leave unless the child that is placed with the Employee for adoption:
  - a. is under 16 years of age as at the day of placement;
  - b. has not lived continuously with the Employee for a period of 6 months or more as at the day of placement or proposed day of placement; and
  - c. is not (otherwise than because of the adoption) a child or step child of the Employee or the Employee's spouse.

### Care of a child under a Permanent Care Program

- 7) This Appendix applies to an Employee who undertakes the care of a child through a placement under a Permanent Care Program (through the Department of Human Services). This means that the Employee may be eligible for pre-adoption leave, unpaid parental leave and paid parental leave in relation to the child. The additional rules for adoption-related leave in paragraph (6)(b) and (c) apply to the placement of a child under a Permanent Care Program.

### 3. Period of leave

#### Entitlement to 156 weeks of leave

- 1) Subject to paragraph (5), an Employee is entitled to up to 156 weeks of parental leave if the leave is associated with:
  - a. the birth of a child of the Employee or the Employee's spouse; or
  - b. the placement of a child with the Employee for adoption,
 and the Employee will have a responsibility for the care of the child.
- 2) Save for any periods of paid leave under clauses 4 and 5, the parental leave is unpaid.
- 3) The maximum of 156 weeks of leave includes the following periods taken by the Employee:
  - a. unpaid parental leave;
  - b. paid parental leave (clause 4);
  - c. paid leave taken in conjunction with parental leave (clause 5) ;
  - d. if applicable, required leave (clause 12);
  - e. paid work with a relevant Employer during the period of parental leave (clause 15);
  - f. keeping in touch days (clause 15).
- 4) An Employee's entitlement to 156 weeks of leave is further reduced by any parental leave (with the exception of concurrent leave) taken by the Employee's spouse in relation to the child.
- 5) The period of 156 weeks of leave may be extended where Employees accessing more than 104 weeks of parental leave are subject to a return to work at the commencement of a school year only (as per paragraph 9), unless otherwise agreed.
- 6) The maximum of 156 weeks of leave does not include the following periods taken by the Employee:
  - a. special maternity leave (whether or not this is taken as paid personal leave) taken by the Employee while she is pregnant in accordance with clause 11;
  - b. paid no safe job leave taken in accordance with clause 13.

#### Leave must be taken in single continuous period

- 7) The Employee must take parental leave in a single continuous period. The exceptions to this rule are concurrent leave, special maternity leave, leave commenced under clause 12, no safe job leave, paid work with a relevant Employer and keeping in touch days.

#### Timing of leave

- 8) If the period of parental leave taken by an Employee is one school term or more:
  - a. the Employee is encouraged to, so far as practicable, commence leave at the end of a school term; and
  - b. the Employee is required to return to work at the start of a school term, preferably at the start of a school year. An Employer may by agreement with the Employee arrange for an Employee to return to work at some date earlier than the commencement of a school term.
- 9) If the period of parental leave taken by an employee is 104 weeks or more, the Employee is required to return to work at the start of a school year, even if this extends the total period of parental leave beyond 156 weeks, unless otherwise agreed with the Employer.

#### When birth-related leave must start for pregnant Employee

- 10) If the leave is birth-related leave for an Employee who is pregnant with the child, the period of leave may start:
  - a. at any time within 6 weeks before the expected date of birth of the child; or
  - b. earlier, if the Employer and Employee so agree;
 but must not start later than the date of birth of the child.

### When birth-related leave must start for other Employees

- 11) If the leave is birth-related leave but the Employee is not pregnant with the child, the period of leave must start:
- a. on the date of birth of the child; or
  - b. at any time within 156 weeks after the date of birth of the child, if the Employee has a spouse who:
    - i. is on parental leave between the date of birth of the child and the start date of the leave; or
    - ii. is not employed and who has a responsibility for the care of the child for the period between the date of birth of the child and the start date of the leave.

### When adoption-related leave must start

- 12) If the leave is adoption-related leave, the period of leave must start:
- a. on the day of placement of the child; or
  - b. at any time within 156 weeks after the day of placement of the child, if the Employee has a spouse who:
    - i. is on parental leave between the day of placement of the child and the start date of the leave; or
    - ii. is not employed and who has a responsibility for the care of the child for the period between the day of placement of the child and the start date of the leave.

### Limited entitlement to take concurrent leave

- 13) An Employee may take up to eight weeks of parental leave at the same time that the Employee's spouse also takes parental leave (concurrent leave). The concurrent leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than two weeks.
- 14) Unless the Employer agrees, the concurrent leave must not start before:
- a. if the leave is birth-related leave - the date of birth of the child; or
  - b. if the leave is adoption-related leave - the day of placement of the child.
- 15) Concurrent leave is an exception to the rules about when the Employee's period of parental leave must start and the rule that the Employee must take leave in a single continuous period.

### Continuous service

- 16) The period of unpaid parental leave does not break the Employee's continuous service but it does not count as service.

## 4. Paid parental leave

- 1) Paid parental leave is paid maternity leave, paid adoption leave or paid partner leave.

### Eligibility for paid parental leave

- 2) Subject to paragraph (3), an Employee who is eligible for a period of parental leave will be eligible for a period of paid parental leave.
- 3) An Employee who has previously taken a period of paid parental leave (or received a parental leave payment under the *Victorian Catholic Education Multi Employer Agreement 2008* or another previous agreement) must have returned to work for one or more relevant Employers for four school terms or 42 school weeks of continuous service in order to be eligible for a subsequent period of paid parental leave.

### Paid maternity leave

- 4) If the leave is birth-related leave and the Employee is the female who has given birth to the child, the Employee is entitled to paid maternity leave of 14 weeks.

### **Paid adoption leave**

- 5) If the leave is adoption-related leave and the Employee does not have a spouse who is employed by a relevant Employer, the Employee is entitled to paid adoption leave of 14 weeks.
- 6) If the leave is adoption-related leave and the Employee has a spouse who is employed by a relevant Employer, the Employee and the Employee's spouse are entitled to an aggregate of 14 weeks of paid adoption leave between them. For example, the Employees may each take 7 weeks of paid leave or the first Employee may take 11 weeks of paid adoption leave and the first Employee's spouse may take 3 weeks of paid adoption leave.

### **Paid partner leave**

- 7) If the leave is birth-related leave and the Employee's spouse has given birth to the child, the Employee is entitled to paid partner leave of one week. Paid partner leave may be taken in two separate periods.

### **Rate of pay**

- 8) Paid parental leave is paid at the Employee's ordinary rate of pay for the Employee's ordinary hours of work for the pre-parental leave position. The Employee is entitled to Superannuation contributions in respect of paid parental leave. The Employee is entitled to be paid what the Employee would have been paid had the Employee been at work during that period, including any pay increases as a result of incremental progression or otherwise.

### **The period of paid parental leave**

- 9) The period of paid parental leave commences when the Employee commences unpaid parental leave in accordance with clause 3(10)-(12) save that for birth-related leave a period of paid parental leave cannot commence earlier than twenty weeks into the pregnancy.
- 10) The period or periods of paid parental leave cover the first 14 weeks (in the case of paid maternity leave and paid adoption leave) or one week (in the case of paid partner leave) of leave taken by the Employee that would otherwise be unpaid. Subject to paragraph (11) below, an Employee who takes less than 14 weeks' parental leave (in the case of paid maternity leave and paid adoption leave) or less than one week's parental leave (in the case of paid partner leave) is entitled to a period of paid parental leave equivalent to the period of parental leave taken by the Employee. For example, if an Employee entitled to paid maternity leave returns to work after a 10 week period of what would otherwise be unpaid parental leave, she will receive 10 weeks of paid parental leave (not the maximum 14 weeks).

### **Fixed term Employees**

- 11) An Employee who is on a fixed term contract and who meets the eligibility criteria in this clause 4 is entitled to paid parental leave. If a fixed term Employee is unable to take the maximum 14 weeks' paid parental leave (in the case of paid maternity leave and paid adoption leave) or one week's paid parental leave (in the case of paid partner leave) due to the end of their fixed term contract, the Employer must pay the Employee a lump sum amount equivalent to the balance of the paid parental leave not taken. For example, if a fixed term Employee entitled to paid maternity leave takes eight weeks' paid parental leave immediately prior to the end of her fixed term contract, she will be entitled to be paid a lump sum equivalent to the remaining six weeks' paid parental leave not taken.

### **Paid parental leave counts as service**

- 12) A period of paid parental leave counts as service.

### **Interaction with government paid parental leave**

- 13) At the time of making this Agreement Employees were, in addition to entitlements under this Agreement, eligible to claim entitlements under the 'Baby Bonus' or 'Parental Leave' schemes provided by the Federal Government. It is the policy of the current Federal Government to introduce a new scheme to replace either or both of these schemes. If, during the life of this Agreement, a new scheme is introduced by the Federal Government and Employers bound by this Agreement are required to pay a levy or other contribution towards the new scheme (in addition to taxes and levies currently payable) the parties will negotiate a variation to the above paid parental leave provisions to avoid additional cost to the Employers covered by this Agreement and to avoid overall disadvantage to Employees from what they were entitled to at the commencement of this Agreement. If the parties cannot reach agreement they will abide by a binding recommendation of the Fair Work Commission.

## 5. Interaction with paid leave

- 1) An Employee taking parental leave may take only one form of paid leave at a time. For example, an Employee cannot take paid parental leave while receiving school holiday pay for the same period. The period of paid parental leave would cease over the school holiday period for which the Employee receives school holiday pay and resume after that period.

### Annual leave and long service leave

- 2) An Employee may instead of or in conjunction with parental leave take any annual leave or long service leave (or any part of such leave) to which the Employee is entitled.

### Paid school holidays

- 3) Paragraphs (4) and (5) apply to an Employee who is entitled to paid school holidays and who takes a period of parental leave.
- 4) An Employee who has taken 15 or fewer days of unpaid leave (including unpaid parental leave and any other unpaid leave) during the school year is entitled to the full amount of school holiday pay.
- 5) An Employee who has taken more than 15 days of unpaid leave (including unpaid parental leave and any other unpaid leave) during the school year will be entitled to a pro rata amount of school holiday pay, calculated in accordance with clause 25 of this Agreement.

### Public holidays

- 6) An Employee taking parental leave is entitled to payment for public holidays only where the public holiday falls during a period of paid leave (such as paid parental leave, annual leave or long service leave) such that the Employee is taking paid leave on the days either side of the public holiday. If a public holiday falls during a period for which an Employee taking parental leave is receiving school holiday pay, the Employee will not receive separate payment for the public holiday as it is part of the school holiday pay. An Employee is not entitled to payment for public holidays during a period of unpaid parental leave.

### Personal/carer's leave and compassionate leave

- 7) An Employee is not entitled to take paid personal/carer's leave or compassionate leave while the Employee is taking parental leave (with the exceptions of personal leave taken during a period of special maternity leave or personal leave taken during a period of long service leave as permitted by the long service leave provisions in this Agreement).

### Community services leave

- 8) An Employee is not entitled to any payment for community services leave in relation to activities the Employee engages in while taking parental leave.

### Paid leave does not extend parental leave

- 9) The taking of any annual leave, long service leave, paid school holidays or paid public holidays does not break the continuity of the period of parental leave and does not extend the period of parental leave beyond the maximum of 156 weeks, subject to clause 3(5).



## **6. Miscarriage, still birth, child dies (birth-related leave)**

- 1) This clause 6 applies to birth-related leave only.

### **Female pregnant beyond 20 weeks or already commenced leave**

- 2) Paragraphs (3) and (4) apply to a female Employee:
  - a. whose pregnancy has proceeded for at least 20 weeks; or
  - b. who has been pregnant for less than 20 weeks but has already commenced parental leave (other than special maternity leave).
- 3) If the pregnancy of the Employee ends by miscarriage or the birth of a still born child, or the child is born and later dies, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.
- 4) If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give written notice of her intention to the Employer. The Employer must advise the Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

### **Female pregnant for less than 20 weeks and has not commenced leave**

- 5) This paragraph applies to a female Employee who has been pregnant for less than 20 weeks and who has not yet commenced parental leave (other than any special maternity leave). If the pregnancy of the Employee ends by miscarriage or the birth of a still born child, the Employee will be entitled to special maternity leave under clause 11 and any other parental leave applied for will be cancelled.

### **Employee has commenced leave and spouse has miscarriage, still birth, child dies**

- 6) Paragraphs (7) and (8) apply to an Employee who has commenced parental leave and whose spouse has been pregnant.
- 7) If the pregnancy of the Employee's spouse ends by miscarriage or the birth of a still born child, or if the child is born and later dies, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.
- 8) If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give written notice of their intention to the Employer. The Employer must advise the Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

### **Employee has not commenced leave and spouse has miscarriage, still birth or child dies**

- 9) This paragraph applies to an Employee who has applied for but not commenced parental leave and whose spouse has been pregnant. If the pregnancy of the Employee's spouse ends by miscarriage or the birth of a still born child, or if the child is born and later dies, the parental leave applied for but not commenced will be cancelled. Depending on the circumstances, the Employee may be entitled to take personal leave. See also paragraph (10).

### **Other arrangements**

- 10) Nothing in this clause 6 prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

## 7. Cancellation of placement, child dies (adoption-related leave)

- 1) This clause 7 applies to adoption-related leave only.

### **Cancellation of placement for adoption before leave commences**

- 2) If an Employee has applied for but not commenced parental leave and the placement of the child for adoption does not proceed, the parental leave will be cancelled.

### **Child dies or cancellation of placement for adoption after leave commences**

- 3) If an Employee has commenced parental leave and either:
  - a. the placement of the child for adoption does not proceed; or
  - b. the Employee has taken custody of the child for adoption and the child later dies,the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.
- 4) If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give written notice of their intention to the Employer. The Employer must advise the Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

### **Other arrangements**

- 5) Nothing in this clause 7 prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

## Before Leave

## 8. Notice and evidence requirements

### **Notice periods**

- 1) An Employee must provide the Employer with written notice of the taking of parental leave at least 10 weeks before the intended start date of the leave. If that is not practicable in the circumstances, the Employee must give written notice as soon as practicable.
- 2) An Employee shall not be in breach of paragraph (1) if the failure to provide 10 weeks' notice is due to:
  - a. the birth occurring earlier than expected;
  - b. the requirement of an adoption agency for the Employee to accept earlier or later placement of the child;
  - c. the death of the mother of the child with respect to birth-related leave;
  - d. the death of the Employee's spouse with respect to adoption-related leave; or
  - e. other compelling circumstances.
- 3) The notice must specify the intended or presumed start date and end date of the parental leave, and specify any parental leave to be taken by the Employee's spouse.
- 4) The Employee shall notify the Employer as soon as reasonably practicable of any change to the intended start date of the leave.



When providing notice of intended leave, it is a matter of advising as best as possible and keeping your employer informed of any changes as they occur.

### Evidence

- 5) The notice to the Employer in paragraph (1) must be accompanied by the following evidence:
- if the leave is birth-related leave, a medical certificate confirming the pregnancy and stating the expected date of birth of the child; or
  - if the leave is adoption-related leave, evidence that would satisfy a reasonable person of the expected day of placement of the child and that the child will be under 16 as at the day of placement.

### Confirmation or change of intended start and end dates

- 6) At least four weeks before the intended start date of the parental leave, the Employee must:
- confirm the intended start and end dates of the leave; or
  - advise the Employer of any changes to the intended start and end dates of the leave;
- unless it is not practicable to do so.

### Special rules for notice of a second or subsequent period of concurrent leave

- 7) If an Employee takes a second or subsequent period of concurrent leave:
- paragraphs (1), (3) and (6) of this clause 8 do not apply to the Employee in relation to the second and any subsequent period of concurrent leave;
  - if the Employee has provided the evidence required by paragraph (5) of this clause 8 in relation to the first period of concurrent leave, the Employee is not required to provide additional evidence in relation to the second and any subsequent period of concurrent leave; and
  - the Employee must give the Employer written notice of the taking of the second and any subsequent periods of concurrent leave at least four weeks before the intended start date of the leave. If that is not practicable in the circumstances, the Employee must give written notice as soon as practicable. The notice must specify the intended start date and end date of the concurrent leave.

### General

- 8) Whilst an Employee is required to comply with the notice and evidence requirements of this clause 8, the requirement is not a condition of eligibility for parental leave.

## 9. Pre-natal medical appointments

- 1) A female Employee who is pregnant is entitled to use up to five days of any accrued personal leave to attend pre-natal medical appointments.

## 10. Pre-adoption leave

### Entitlement to pre-adoption leave

- 1) The Employer must grant to any Employee who is seeking to adopt a child any unpaid leave not exceeding two days that is required by the Employee to attend any interviews or examinations required to obtain approval for the Employee's adoption of a child. The leave may be taken as a single continuous period of up to two days or any separate periods to which the Employer and Employee agree. If paid leave is available to the Employee, the Employee may elect to take such leave instead of pre-adoption leave.

### Notice and evidence

- 2) An Employee must give his or her Employer notice of the taking of unpaid pre-adoption leave by the Employee. The notice must be given to the Employer as soon as practicable and must advise the Employer of the duration of the leave.
- 3) The notice must be accompanied by evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in paragraph (1).

## 11. Special maternity leave

### Entitlement to special maternity leave

- 1) A female Employee is entitled to a period of unpaid special maternity leave if she is not fit for work for a period because:
  - a. she has a pregnancy-related illness; or
  - b. she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

### Notice and evidence

- 2) An Employee must give her Employer notice of the taking of special maternity leave. The notice must be given to the Employer as soon as practicable and must advise the Employer of the duration, or expected duration, of the leave.
- 3) The notice must be accompanied by a medical certificate stating that the leave is taken for one of the reasons specified in paragraph (1).

### Personal leave

- 4) An Employee entitled to a period of special maternity leave may elect to take any paid personal leave to which she is entitled during that period (unless the leave is commenced under clause 12). If the Employee does not have any accrued personal leave or does not have sufficient accrued personal leave to cover the entire period then all or part of the period of special maternity leave will be unpaid.

## 12. Leave within six weeks of birth

### Employer may ask Employee to provide a medical certificate

- 1) If a pregnant Employee who is entitled to parental leave continues to work during the six week period before the expected date of birth of the child, the Employer may ask the Employee to provide a medical certificate containing:
  - a. a statement of whether the Employee is fit for work;
  - b. if the Employee is fit for work—a statement of whether it is inadvisable for the Employee to continue in her present position during a stated period because of:
    - i. illness, or risks, arising out of the Employee's pregnancy; or
    - ii. hazards connected with the position.

### Employer may require Employee to take parental leave

- 2) The Employer may require the Employee to take a period of parental leave (required leave) as soon as practicable if:
  - a. the Employee does not give the Employer the requested medical certificate within seven days after the request; or
  - b. the Employee gives the Employer a medical certificate stating that the Employee is not fit for work; or
  - c. the Employee gives the Employer a medical certificate stating that she is fit for work, but that it is inadvisable for her to continue in her present position for a stated period because of illness, or risks, arising out of the Employee's pregnancy or hazards connected with the position.

### When the period of required leave ends

- 3) The period of required leave ends on the earlier of:
  - a. the end of the pregnancy;
  - b. the start date of any parental leave or other leave connected with the birth of the child as specified in the notice provided under clause 8.

### Special rules about required leave

- 4) Required leave is an exception to the rules about when the Employee's period of parental leave must start and to the rule that the Employee must take her parental leave in a single continuous period.
- 5) The Employee is not required to comply with notice and evidence requirements in relation to the required leave.

## 13. Transfer to a safe job and no safe job leave

### Application of this clause

- 1) This clause 13 applies to a pregnant Employee if she gives her Employer a medical certificate stating that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (risk period) because of:
  - a. illness, or risks, arising out of her pregnancy; or
  - b. hazards connected with that position.
- 2) An appropriate safe job is a safe job that has either the same ordinary hours of work as the Employee's present position or a different number of ordinary hours agreed to by the Employee.

### Transfer to appropriate safe job during risk period

- 3) If paragraph (1) applies to an Employee and there is an appropriate safe job available, the Employer must transfer the Employee to that job for the risk period, with no other changes to the Employee's terms and conditions of employment.
- 4) The Employer must pay the Employee for the safe job at the Employee's ordinary rate of pay for the position she was in before the transfer. Any overtime performed by the Employee during the risk period will be paid as overtime on the Employee's ordinary rate of pay.

### Paid no safe job leave during risk period

- 5) If paragraph (1) applies to an Employee and the Employee is entitled to parental leave but there is no appropriate safe job available, the Employee is entitled to take paid no safe job leave for the risk period.
- 6) The Employer must pay the Employee at the Employee's ordinary rate of pay applicable immediately prior to the taking of paid no safe job leave in the risk period.

### Employer may ask Employee to provide a medical certificate

- 7) If an Employee is on paid no safe job leave during the six week period before the expected date of birth of the child, the Employer may ask the Employee to provide a medical certificate stating whether the Employee is fit for work. If the circumstances in clause 12(2) apply, the Employer may require the Employee to commence parental leave.

### Special rules about paid no safe job leave

- 8) Paid no safe job leave is an exception to the rules about when the Employee's period of parental leave must start and to the rule that the Employee must take parental leave in a single continuous period.
- 9) The Employee is not required to comply with notice and evidence requirements in relation to paid no safe job leave.

### Unpaid no safe job leave during risk period

- 10) If paragraph (1) applies to an Employee but there is no appropriate safe job available and:
  - a. the Employee is not entitled to parental leave; and
  - b. the Employee has provided the Employer with a medical certificate confirming the Employee's pregnancy,then the Employee is entitled to take unpaid no safe job leave for the risk period.

### When the period of no safe job leave ends

- 11) The period of no safe job leave ends on the earlier of:
  - a. the end of the risk period;
  - b. the end of the pregnancy;
  - c. if the leave is paid no safe job leave - the start date of any parental leave (including any leave commenced under clause 12) or other leave connected with the birth of the child.

## During Leave

### 14. Communication during parental leave

#### Obligations of the Employer

- 1) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
  - a. make information available in relation to any significant effect the change will have on the status, responsibility level, pay or location of the Employee's pre-parental leave position; and
  - b. provide an opportunity for the Employee to discuss any significant effect the change will have on the status, responsibility level, pay or location of the Employee's pre-parental leave position.

#### Obligations of the Employee

- 2) While on unpaid parental leave, the Employee must:
  - a. take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis; and
  - b. notify the Employer of any changes of address or other contact details which might affect the Employer's capacity to contact the Employee.

### 15. Paid work during parental leave

- 1) In this clause 15, the first Employer is the Employer from whom the Employee is taking parental leave.

#### Work with the first Employer

- 2) If the Employer and the Employee agree, the Employee may be engaged to perform casual or fixed term work for the first Employer during a period of parental leave, without such work amounting to a return to work from parental leave. The Employee is entitled to be paid the Employee's ordinary rate of pay (minus any and all allowances) for the pre-parental leave position for any such work. Such work counts as service for the purpose of leave accruals.
- 3) The Employee must not perform work for the first Employer during any period for which the Employee receives payment from the first Employer (for example, paid parental leave, long service leave, annual leave).
- 4) This clause is an exception to the rule that the Employee must take leave in a single continuous period. Work with the first Employer does not extend the period of parental leave beyond the end date of the leave or the maximum period of 156 weeks, subject to clause 3(5).

#### Work with another relevant Employer

- 5) If, during a period of parental leave, an Employee engages in paid work for one or more relevant Employers (second or subsequent Employer) other than the first Employer, the Employee must inform the first Employer prior to commencement of the position. This requirement does not apply to work performed for a second or subsequent Employer on a casual basis (including Emergency Teaching and Casual Relieving work).
- 6) If, while employed by the second or subsequent Employer, the Employee becomes entitled to a subsequent period of parental leave:
  - a. the Employee shall comply with the notice and evidence requirements under clause 8 in relation to the first Employer and the second or subsequent Employer;
  - b. the Employee will be entitled to paid parental leave only if the Employee meets the eligibility requirements under clause 4(2) and (3);
  - c. if the Employee is eligible for paid parental leave, such leave is to be paid by the second or subsequent Employer whilst the Employee is employed by the second or subsequent Employer up to and including the end date of the contract. The balance of any paid parental leave is to be paid by the first Employer.
- 7) If an Employee becomes entitled to paid parental leave in circumstances other than those in paragraph (6), the first Employer must provide the paid parental leave.

### Work outside of Catholic education in Victoria

- 8) If, during a period of parental leave, an Employee wishes to engage in paid work with an Employer who is not a relevant Employer, the Employee must first obtain the consent of the first Employer. The first Employer must not unreasonably withhold consent.

### Keeping in touch days

- 9) An Employee may perform paid work for the first Employer on a keeping in touch day during a period of parental leave. Such a day is a keeping in touch day if:
  - a. the purpose of performing the work is to enable the Employee to keep in touch with his or her employment in order to facilitate a return to work after the end of the period of parental leave; and
  - b. both the Employee and the Employer consent to the Employee performing paid work for the Employer on that day; and
  - c. the day is not within:
    - i. if the work is at the request of the Employee—14 days after the date of birth, or day of placement, of the child; or
    - ii. otherwise—42 days after the date of birth, or day of placement, of the child; and
  - d. the Employee has not already performed work for the first Employer on 10 days during the period of leave that were keeping in touch days.
- 10) An Employee is entitled to be paid the Employee's ordinary rate of pay for work performed on a keeping in touch day. Such work counts as service for the purpose of leave accruals.
- 11) An Employee must not perform paid work on a keeping in touch day during any period for which the Employee receives payment from the first Employer (for example, paid parental leave, long service leave, annual leave).
- 12) Work performed on a keeping in touch day does not break the continuity of the period of parental leave and does not extend the period of parental leave beyond the end date of the leave or the maximum period of 156 weeks, subject to clause 3(5).

## 16. Employee ceases care of child

- 1) If an Employee on parental leave ceases to have any responsibility for the care of the child (other than in the circumstances of clauses 6 or 7), the Employer may elect to give the Employee written notice requiring the Employee to return to work no earlier than eight weeks after the date of the notice.
- 2) Nothing in this clause 16 prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

## 17. Replacement Employees

- 1) Before an Employer engages an Employee to perform the work of another Employee who is taking parental leave, the Employer must notify the replacement Employee:
  - a. that the engagement to perform that work is temporary;
  - b. of the rights the Employer and the Employee taking parental leave have to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth; and
  - c. of the rights the Employee taking parental leave has to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth; and
  - d. of the right of the Employee taking parental leave to return to the Employee's pre-parental leave position at the end of the leave; and
  - e. of the right of the Employer to require the Employee taking parental leave to return to work if the Employee ceases to have any responsibility for the care of the child.
- 2) Before an Employer temporarily promotes or transfers an Employee to replace an Employee taking parental leave, the Employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the Employee who is being replaced.
- 3) Nothing in this clause 17 requires an Employer to engage a replacement Employee.



## 18. Subsequent pregnancy or adoption during leave

- 1) If, an Employee is on parental leave and either:
  - a. the Employee or the Employee's spouse gives birth to another child; or
  - b. another child is placed with the Employee for adoption,and the Employee has responsibility for the care of the child, the Employee will be entitled to a subsequent period of parental leave.
- 2) The subsequent period of parental leave is a separate period of leave of up to 156 weeks. The subsequent period of parental leave commences on the date of birth or day of placement of the child.
- 3) The Employee shall comply with the notice and evidence requirements under clause 8 in relation to the subsequent period of parental leave. The Employee is not required to return to work to be eligible for the subsequent period of parental leave, but will only be eligible for paid parental leave if they satisfy the requirements in clause 4(2) and (3).
- 4) Clause 15(6) provides additional details for when an Employee becomes entitled to a subsequent period of parental leave while they are employed by a second or subsequent Employer.

## Returning To Work

### 19. Timing of return to work

- 1) As per clause 3(8)(b), if the period of parental leave taken by an Employee is one school term or more, the Employee is required to return to work at the start of a school term, preferably at the start of a school year. An Employer may by agreement with the Employee arrange for an Employee to return to work at some date earlier than the commencement of a school term.
- 2) As per clause 3(9), if the period of parental leave taken by an employee is 104 weeks or more, the Employee is required to return to work at the start of a school year, even if this extends the total period of parental leave beyond 156 weeks unless otherwise agreed with the Employer.

### 20. Changing the end date of leave

#### First extension by giving notice to Employer

- 1) An Employee on parental leave may extend the period of parental leave once by giving the Employer written notice of the extension at least four weeks before the end date of the original leave period. The notice must specify the new end date for the leave. The total period of parental leave including the extension (and including any parental leave taken by the Employee's spouse save for concurrent leave) must be no more than 156 weeks (unless clause 3(5) applies and the leave is extended to allow a return to work at the start of a school year).

#### Further extensions by agreement with Employer

- 2) If the Employer agrees, the Employee may further extend the period of parental leave one or more times.

#### Reducing the period of parental leave by agreement with Employer

- 3) If the Employer agrees, an Employee may reduce the period of parental leave and return to work prior to the original end date of the leave.

### 21. Return to work guarantee

- 1) On ending parental leave (including any special maternity leave), an Employee is entitled to return to:
  - a. the Employee's pre-parental leave position; or
  - b. if that position no longer exists, a position commensurate with his or her qualifications and experience.
- 2) An Employee with an ongoing part-time position is entitled to return to an ongoing part-time position of the same number of hours per week but not necessarily the times or class levels.

## 22. Notice of return to work

- 1) This clause 22 applies to Employees taking parental leave for a period of one school term or more. For Employees taking parental leave for less than one school term, notice of return to work is taken to be covered by the confirmation of the end date of parental leave under clause 8(6).
- 2) An Employee must confirm their intention to return to work in writing as soon as practicable but not less than eight weeks, wholly within a school term, prior to the Employee's intended return to work date. Where practicable, an Employee is encouraged to give one term's notice of the intended return to work date.
- 3) If an Employer does not receive such notice from the Employee by the date in paragraph (2), the Employer may send written notice to the Employee requesting confirmation of the Employee's intentions.

## 23. Return to work part-time

- 1) Subject to this clause 23, an Employee returning to work from parental leave may work part-time in one or more periods at any time from their return to work until the child reaches school age.

### Request for part-time work

- 2) An Employee who is returning to work from a period of parental leave is eligible to make a request to the Employer for part-time work if the Employee has a child under school age.
- 3) The request for part-time work must:
  - a. be in writing;
  - b. be made as soon as practicable but not less than eight weeks, wholly within a school term, prior to the Employee's intended return to work date (where practicable, Employees are encouraged to give one term's notice of the request for part time work);
  - c. set out details of the nature of part-time work sought;
  - d. specify the start and end dates of the period of part-time work sought.

### Response to the request

- 4) The Employer must give the Employee a written response to the request for part-time work within 21 days of the request, stating whether the Employer grants or refuses the request.
- 5) The Employer must consider the request to work part-time having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse to permit the Employee part-time work on reasonable grounds related to the effect of the change on the workplace or the Employer's business. If the Employer refuses the request for part-time work, the written response must include details of the reasons for the refusal.
- 6) Without limiting what are reasonable grounds related to the effect of the change on the workplace or the Employer's business in paragraph (5), such grounds include the following:
  - a. that the new working arrangements requested by the Employee would be too costly for the Employer;
  - b. that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
  - c. that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
  - d. that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
  - e. that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.
- 7) The work to be performed part-time need not be the work performed by the Employee in his or her former position but must be work commensurate with the Employee's qualifications and experience.

**Part-time work agreement**

- 8) Before commencing part-time work under this Appendix, the Employer and Employee must enter into a part-time work agreement that contains the following information:
  - a. that the part-time work agreement constitutes a temporary variation of the Employee's ongoing position;
  - b. details of the part-time work (including hours to be worked, days of work and commencing times for work for the specific period of the part-time work agreement);
  - c. the start and end dates of the period of part-time work; and
  - d. that the part-time work agreement may be varied by consent.
- 9) The terms of the part-time work agreement and any variation to it shall be in writing and retained by the Employer. A copy of the part-time work agreement and any variation to it shall be provided to the Employee by the Employer.

**Subsequent periods of part-time work**

- 10) If an Employee continues to be eligible under paragraph (2), the Employee may request a subsequent period or periods of part-time work. This clause 23 applies to any such subsequent requests as though they were an initial request for part-time work.

**End of part-time work**

- 11) In this clause 23, the former position means the permanent position held by an Employee prior to a period or periods of part-time work. If the Employee enters into a part-time work agreement upon their return to work from parental leave, the former position will be the permanent pre-parental leave position.
- 12) At the expiration of the part-time work agreement, if the Employer and Employee have not entered into a subsequent part-time work agreement, the Employee is entitled to return to
  - a. the Employee's former position; or
  - b. if that position no longer exists—a commensurate position for which the Employee is qualified and suited nearest in status and pay to the former position.



Would you prefer to access an online copy of this handbook? Visit [ieuvictas.org.au/EShandbook](http://ieuvictas.org.au/EShandbook), or simply scan this QR code with your phone:

Disclaimer: The information contained in this handbook is correct as at 18 July 2014, but may be subject to change.