



Appendix A

Hours of Work

Ordinary hours will be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, between Monday and Friday. By mutual agreement between, an employee may be rostered to work up to a maximum of 10 hours in any one day under individual flexibility arrangements.

Classification and Remuneration

Any payment we make to you is intended to discharge the obligations imposed by any statute, award, agreement or other industrial instrument. To the extent that a payment exceeds what is required under any particular law or provision, the excess is to be taken to help satisfy our obligations under any other applicable law or provision.

You must not, whether during or after your employment, reveal to anyone any details concerning your remuneration of the other terms and conditions of your employment, except where required by law or for the purposes of obtaining legal or accounting advice.

Expenses

You will be reimbursed for all approved reasonable expenses that you incur in the performance of your duties, subject to pre-approval and submission of appropriate receipts as proof of expenditure and payment.

Annual Leave

In accordance with the NES and the Award, you are entitled to 4 weeks paid annual leave for each year of service. You will be required to take annual leave during the Centre's Christmas Closedown period and such other time or times as agreed with NCC, having regard to the requirements of its business.

Such leave accrues progressively during a year of service according to your ordinary hours of work, and accumulates from year to year.

In addition to annual leave as set out in the NES You will be paid leave loading of 17.5%. Pro-rata leave loading is payable for service of less than a full year or for part-time service.

Personal/Carer's Leave

In accordance with the NES and the Award, you are entitled to 10 days paid personal/carers leave (pro rata) for each year of service. This leave accrues progressively during a year of service, according to your ordinary hours of work, and accumulates from year to year.

Other Leave

You are entitled to compassionate leave, community service leave and public holidays in accordance with the Award and the Fair Work Act 2009 (Cth).

You are entitled to family and domestic violence leave in accordance with the award.

You are entitled to long service leave in accordance with the Long Service Leave Act 1987 (SA).

Duties

It is expected that reasonable skill and care be exercised in the performance of these duties in accordance with any reasonable directions given by NCC.

Duties are to be performed to the best of your ability, lawfully, with proper decorum, and to the satisfaction of NCC. It is expected that best endeavours be used to maintain, promote and advance the reputation and success of NCC.

It is expected that you will devote the whole of your time and attention during working hours, and other times as necessary, to the performance of your duties.

It is your responsibility to attend any mandatory training sessions provided by NCC.

Reputation/Values/Code

As an employee of NCC you will be expected to support our aims and philosophy by your conduct and interactions with the community and by being an example of Christian virtues. You must act in accordance with our Code of Conduct (enclosed). You must also ensure that at all times you avoid injury to the religious susceptibilities of NCC. It is also essential that your conduct does not at any time adversely affect the reputation of NCC.

Medical Information

Prior to employment, during any period of personal leave taken by you or during a period where you are otherwise absent from work due to sickness, injury or incapacity, NCC may require you to consult a registered medical practitioner or practitioners as nominated by NCC and produce a certificate or report from that medical practitioner, in form and substance satisfactory to NCC, as to your ability to carry out the inherent requirements of your position.

In such circumstances, the cost of obtaining such certificates or reports will be met by NCC. This does not negate your obligation to provide medical certificates as requested for access to personal leave.

This offer is made on the basis that you are fit and able to perform the inherent requirements of the position.

Policies and Procedures

NCC has developed policies and procedures to assist in the effective management of its business. These policies and procedures are not intended to be legally binding on NCC. They are not incorporated into your contract of employment. NCC may modify, replace or withdraw any of its policies or procedures at any time and it reserves the right to depart from any of the policies and procedures in individual cases. It is your responsibility to familiarise yourself with the current documents.

Copies of the current policies and procedures are available and are easily accessible to all employees. They are also available in hard copy on request.

Unless otherwise directed by NCC, you are required to act in conformity with NCC policies and procedures in effect at the relevant time. Compliance with NCC policies and procedures creates no right or entitlement to any benefits or condition outside of the terms of this contract.

Professional Dress Code

There is an expectation that employees present a professional and practical and fit for purpose image at all times, in order to promote a professional image of NCC, a positive working environment, limit distractions caused by inappropriate attire and to ensure safety while working.

Conflict of Interest

Outside Interests

During your employment, you must not directly or indirectly:

- engage in any outside activity (including employment, profession, trade, business, membership of House of Parliament or other public office, board membership or appointment), whether paid or unpaid;
- have an interest in any business or company which could, conflict with the interests of NCC, without the approval of NCC.

You are required to disclose any potential conflicts of interest prior to employment and over the course of your employment, to NCC. Please contact Human Resources prior to signing this contract should there be any potential conflict.

Exclusive Service

During your employment:

- you must not perform any other work for reward, whether or not as an employee, without the prior written approval of NCC.
- NCC reserves the right to withdraw any such approval given, where it considers that such other work is adversely affecting, or has the potential to adversely affect, the performance of your duties.

Confidentiality

As an employee of NCC, you must observe confidentiality in relation to any confidential information which you encounter or receive in the course of your employment. It is essential that such information is not disclosed except to authorised staff or as required by law.

NCC owns all Confidential Information.

Confidential Information means any information obtained by you in the course of your employment, including:

- all information of a confidential nature regarding the past, current or future interests or state of affairs of NCC, or any of their employees, contractors, families or students.
- correspondence, reports, accounts, bank, legal or other documents, recordings or photographs which are marked "Confidential" or contain or relate to Confidential Information.
- trade secrets;
- technical information and technical drawings;
- commercial in confidence information about NCC and persons with whom NCC deals;
- any information marked "Confidential" or which NCC informs you is confidential or a trade secret;

But excluding:

- information available to the public (unless the information has come into the public domain as a result of a breach by you of your obligations of confidentiality under this Contract);
- information which you can prove you lawfully possessed before obtaining it in the course of your employment;

During and after your employment, you may use or disclose Confidential Information only:

- to perform your duties;
- if NCC has consented in writing; or
- if required by law.

You may copy Confidential Information only to perform your duties

You must keep Confidential Information in a secure manner.

On demand by NCC and at the end of your employment, you must:

- deliver to NCC all Confidential Information in your control; and then;
- delete all Confidential Information held electronically in any medium in your control.

As an employee of NCC you must observe strict confidentiality with information received at the workplace. You will not, except as authorised or required by your duties, reveal to any person, persons or company any confidential matters or dealings or any information whatsoever concerning the organisation, business, finances, transactions or affairs of the employer which may come to your knowledge during your employment and will keep with complete secrecy all confidential information entrusted to you and will not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the employer or its business or may be likely to do so. This restriction will continue to apply after the termination of your employment without limit in point of time but will cease to apply to information which may come into the public domain other than through a breach of this condition. It is also essential that you keep confidential any personal and sensitive information regarding the children and their families of which you become aware, directly or indirectly, through your employment.

Please note that all notes, records or memoranda relating to your work belong to your employer. This includes any notes, education aides, records or memoranda which you make or develop in the course of your employment. All notes, records, education aides or memoranda must remain with the employer even if your employment ceases.

Termination

Termination by Notice

NCC may terminate your employment at any time by providing you with written notice or payment in lieu, in accordance with the Award and the NES, currently in accordance with the following:

Notice Period	
Employee's period of continuous service with the employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

You may terminate your employment by providing NCC notice in writing in accordance with Award and the NES.

NCC may make payment in lieu of notice.

Summary Termination

NCC may terminate your employment without notice if you:

- breach confidentiality;
- breach this Contract of Employment;
- engage in serious or wilful misconduct;
- breach or fail to comply with the Code of Conduct, policies and practices of NCC;
- engage in any conduct which under common law would justify summary dismissal;
- engage in an unlawful act;
- engage in unreasonable action which may bring NCC into public disrepute, contempt, ridicule or which reflects unfavourably on NCC;
- engage in conduct or manner of life which is determined by NCC to be prejudicial to the success of the work for which you have responsibility or is offensive to the religious susceptibilities of the Catholic Community;
- any other act that may warrant summary dismissal.

Direction not to perform work

During any period of notice, NCC may direct you not to present yourself for work, or do any work, for any period. During such a period you will continue to be employed and remunerated by NCC and must not engage or prepare to engage in any business activity (or assist another person to engage, or engage in any business activity) that is the same or similar to the business of NCC.

Suspension

If we have reason to believe that you may have engaged in a serious breach of your obligations, we may at our discretion, suspend you from your duties while we conduct an investigation.

Provision of Information

During, and after the end of this contract of employment, you agree to provide to NCC all information requested by it which is relevant to its business and is within your knowledge as a result of performing your duties.

Intellectual Property

NCC owns any intellectual property rights, (including but not limited to, resources, programs, data bases, materials, copyright, patents for inventions and trade mark rights) that you may create as part of your employment at NCC, unless otherwise agreed in writing.

Return of Property

At the conclusion of your employment, you must deliver to us, any NCC property in your possession examples include (but not limited to): all property belonging to or leased by NCC in your control, including books, documents, records, USBs, access cards, keys, mobile telephone, and computer hardware and software.

Severability

If part or all of any provision of this contract is illegal or unenforceable it must be severed from this contract and the remaining provisions of this contract will continue in force.

Entire Contract

This contract constitutes the entire understanding and agreement between us as to its subject matter, unless any variations are in writing, signed by you and NCC and are expressed to be variations of this contract.

Confidentially of Contract

Subject to any applicable law and the written consent to disclosure by both parties, the terms of this contract will be kept confidential, save to obtain professional advice.