

Form F1 – Application to remove an ambiguity or uncertainty by variation of an enterprise agreement

Fair Work Commission Rules 2013, sub-rule 8(3) and Schedule 1

This is an application to the Fair Work Commission.

The Applicant

Legal name of business	Diocese of Sale Catholic Education Limited
ABN	91 621 266 993
Contact person	Maria Kirkwood; Chief Executive Officer John Jordan, Executive Manager, Executive Manager – Industrial Relations and Human Resources E M

How would you prefer us to communicate with you?

Email

Post

Does the Applicant have a representative?

Yes

No

Applicant's representative

Name of person	Ms Jordan Tilse		
Firm, union or company	Sefton Davis		
Postal address	Level 11, 456 Lonsdale Street		
Suburb	Melbourne		
State or territory	VIC	Postcode	3000
Phone number		Fax number	
Email address			

Is the **Applicant's** representative a lawyer or paid agent?

Yes

No

The Respondents

Legal name of business	<p>First Respondent: Independent Education Union of Australia (IEUA)</p> <p>Second Respondent: Australian Nursing and Midwifery Federation (ANMF)</p> <p>Employer Respondents: The employers listed in Annexure “B” to this application</p>
Contact person	<p>IEUA: Denis Matson</p> <p>ANMF: Denis Matson</p> <p>Employer Respondents: See Annexure “B”</p>

1. The Application

1.1 Please set out the provision of the Fair Work Act 2009 (or any other relevant legislation) under which you are making this application.

Section 217

2. Order or relief sought

2.1 Please set out the order or relief sought.

- The Applicant (DOSCEL) seeks an order pursuant to s.217 of the *Fair Work Act 2009* (Cth) (FW Act) to remove an ambiguity or uncertainty by varying Appendix 3 of the *Victorian Catholic Education Multi-Enterprise Agreement 2018* in the terms of Annexure **“A”** to this application.

2.2 Please set out grounds for the order or relief sought.

- The *Victorian Catholic Education Multi-Enterprise Agreement 2018* (VCEMEA18) is a multi-enterprise agreement with a nominal expiry date of 30 April 2021.

2. The VCEMEA18 applies to about 41 enterprises, including DOSCEL. The IEUA and the ANMF are also parties to the VCEMEA18.
3. DOSCEL manages and operates 43 schools in the Diocese of Sale and employs about 2,500 employees. It has standing to make this application under s.217 of the FW Act.
4. The VCEMEA18 is structured into eight parts and has 10 appendices.
Appendix 3 is entitled “Long Service Leave” and provides a detailed regime for long service leave entitlements (LSL) for employees under the VCEMEA18 (excluding members of a religious order). It contains nine clauses (each with multiple sub-clauses) and effectively operates autonomously to any other instrument. **In other words, Appendix 3 “covers the field” on the topic of long service leave** for employees to whom the VCEMEA18 applies.
5. DOSCEL is experiencing significant issues in relation to the meaning, application and implementation of LSL entitlements in accordance with Appendix 3 of the VCEMEA18 by reason of their uncertainty or ambiguity. These issues include the following:
 - (a) employees covered by the VCEMEA18 have expressed confusion about their entitlements under LSL, with some employees cancelling long service leave because they cannot afford to take it in circumstances in which they are disadvantaged by doing so, or taking more leave than requested to avoid being financially disadvantaged; and
 - (b) there is a lack of consensus among employers covered by the VCEMEA18 regarding the application of the Scheme, with some employers making **payments during employees’ LSL at their actual FTE, rather than the average FTE.**
6. In the circumstances, clause 3 of Appendix 3 is ambiguous as this term is susceptible to more than one meaning. This clause also uncertain as it has led to uncertainty as to how Appendix 3 is to be correctly applied and implemented.
7. DOSCEL seeks that clause 3 of Appendix 3 be varied in the terms of

Annexure “A” to this application. These amendments will remove any ambiguity and uncertainty in relation to the operation of clauses 3.1 and 3.2.

3. The employer

3.1 What is the industry of the employer?

Educational Services

4. Industrial instrument

4.1 Please set out any modern award, agreement or other industrial instrument relevant to the application and their ID/Code number(s) if known.

Victorian Catholic Education Multi-Enterprise Agreement 2018

Signature

Signature	
Name	Jordan Tilse Lawyer for the Applicant
Date	4 February 2021

APPENDIX 3

Long Service Leave

1. Definitions

For the purpose of this Appendix:

Act means *Long Service Leave Act 2018 (Vic)* as amended from time to time.

Employee has the same meaning as in the Definition section of this Agreement, but for the purposes of this Appendix does not include a member of a religious order.

Employer means an Employer respondent to this Agreement or a former Employer of the Employee who at the time of the Employee's employment is or was a participant in the Scheme including the Employers in the schedules of the Rules of the Scheme.

Invalidity means the incapacity or disablement of an Employee due to an illness or injury (which has been confirmed to the Employer by a health practitioner), and as a result of which:

- (a) the Employee has been continuously absent from active employment for six months (or lesser period approved by the Employer);
- (b) the Employee is, in the opinion of the Employer, incapacitated to such an extent as to render the Employee unlikely to ever engage in any gainful employment for which the person is reasonably qualified by education, training or experience; and 1.
- (c) the Employer reserves the right to refer the Employee to an independent health practitioner, as appointed by the Employer from time to time, for an opinion as to the nature and extent of the incapacity of the Employee;

provided that no person will be considered to have suffered a permanent invalidity, unless confirmed as above, and a claim was made within two years of the person ceasing active employment.

Full-Time Equivalent or **FTE** means service recorded as a decimal fraction of a full-time load.

Ordinary Rate of Pay has the same meaning as in the Definition section of this Agreement.

Service in Catholic education means service by an Employee with one or more Employers, not including casual employment and emergency employment.

The Scheme means the Catholic Education Long Service Leave Scheme (Victoria).

2. Entitlements

- 2.1 An Employee shall be entitled to 9.1 weeks' long service leave on completion of seven years of continuous service in Catholic education and to further long service leave of 1.30 weeks for each additional and subsequent year of continuous service in Catholic education after 28 January 1996 (or 1.20 weeks for each year of service until 28 January 1996).
- 2.2 Clause 2.1 applies for calculating entitlements from 29 October 2008.
- 2.3 The historical rates of accruals applicable prior to 29 October 2008 are summarised in the table below:

Historical periods	Long service leave entitlements
Prior to 24 January 2005	13 weeks of long service leave on completion of 10 years of continuous service in Catholic education and further long service leave of 1.3 weeks for each additional and subsequent year of continuous service in Catholic education from 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996)
24 January 2005 to 28 October 2008	10.4 weeks of long service leave on completion of 8 years of continuous service in Catholic education and further long service leave of 1.3 weeks for each additional and subsequent year of continuous service in Catholic education from 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996)

- 2.4 In calculating an Employee's years of continuous service in Catholic education for the purpose of clause 2.1 or clause 4 hereof:
 - 2.4.1 all service in Catholic education before the beginning of the 1965 school year shall be reduced by one half; and
 - 2.4.2 all service in Catholic education on or after the beginning of the 1965 school year, and before the beginning of the 1978 school year, shall be reduced by one third.
- 2.5 The provisions of clause 2.4 shall not operate so as to reduce or diminish an Employee's rights in respect of long service leave pursuant to any other pre-existing agreement applying to the Employee.
- 2.6 Any period of long service leave shall be exclusive of any public holiday occurring during the period when the leave is taken and any annual leave or school holidays.
- 2.7 The entitlement to long service leave of any Casual Employee will be governed by the Act and not by this Agreement.

3. Calculation of leave entitlements
Payment during long service leave

3.1 Long service leave is paid at the Ordinary Rate of Pay at the time of the taking of the leave or on termination.

~~3.2 Subject to clause 3.3, the calculation and payment of long service leave entitlements in respect of Employees who have worked part-time during an eligible accrual period shall be as follows:~~

~~3.2.1 If the whole period of service was part time service, at the full time Ordinary Rate of Pay at the time of the taking of the leave, multiplied by the greater of either the average Full Time Equivalent over the aggregate period of part time service or the average Full Time Equivalent over the most recent aggregate period of 12 months of part time service;~~

~~3.2.2 If the period of service includes both part time and full time, at the full time Ordinary Rate of Pay as at the date of taking leave multiplied by the sum of:~~

~~(a) the proportion of the leave as equates to the proportion of the period of service which was full time service; and~~

~~(b) the proportion of the leave as equates to the proportion of the period of service which was part time service multiplied by the greater of either the average Full Time Equivalent over the period of part time service, or the average Full Time Equivalent over the most recent aggregate period of 12 months of part time service.~~

~~3.3.2~~ If the calculation in clause ~~3.2.1~~ results in an Employee's leave entitlement being lower than that provided under the Act, the entitlement to long service leave for that Employee will be calculated as provided for under the Act.

4. Entitlement in lieu of leave on termination

4.1 An Employee who has completed at least seven years' continuous service in Catholic education and whose employment is terminated shall be entitled to long service leave as equals 9.1 weeks plus 1.30 weeks for each year of service from and after 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996) for the period of his/her continuous service in

Catholic education which exceeds seven years, less any long service leave previously taken, and shall be entitled upon termination to receive payment for the full amount of unused long service leave, calculated pursuant to clauses 2 and 3 hereof, as at the date of termination.

4.2 Clause 4.1 applies in respect of any Employee whose service in Catholic education terminated on or after 1 January 2006.

4.3 The rates of accruals for entitlements in lieu of termination applicable to historic periods prior to 1 January 2006 are summarised in the table below:

Date of termination	Entitlements on termination in lieu of long service leave
Prior to 30 January 2001	An Employee who has completed at least 10 years' continuous service in Catholic education was entitled to 13 weeks of long service leave plus, in respect of any period of continuous service in Catholic education which exceeds 10 years, 1.3 weeks for each year of service from and after 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996)
30 January 2001 to 31 December 2005	An Employee who has completed at least 8 years' continuous service in Catholic education was entitled to 10.4 weeks of long service leave plus, in respect of any period of continuous service in Catholic education which exceeds 8 years, 1.3 weeks for each year of service from and after 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996)

4.4 Upon termination of employment after the applicable period of continuous service in Catholic education referred to in clauses 4.1 or 4.3, an Employer must pay to an Employee a payment in lieu of long service leave of an amount equivalent to the remuneration the Employee would have received had the full amount of unused long service leave been taken as leave at the date of termination, unless the Employee elects to forgo the entitlement in favour of recognition of the long service leave entitlement and the service to which it relates under new employment with an Employer pursuant to clause 7.

4.5 An Employee who has completed less than the applicable period of continuous service in Catholic education referred to in clauses 4.1 or 4.3, and whose employment is terminated on account of Invalidity is entitled to be paid on termination long service leave equivalent to their accrual.

- 4.6 For an Employee who dies whilst in employment having completed less than the applicable period of continuous service in Catholic education referred to in clauses 4.1 or 4.3, the Employer must make a pro-rata payment of an amount in respect of the long service leave accrued to the date of death, to the Employee's estate.

5. Entitlements on resumption of service

Resumption of service after October 2008

Where, after termination of his/her employment, an Employee subsequently resumes Service in Catholic education after October 2008, then:

- 5.1 if the Employee resumes Service in Catholic education within a period not exceeding eight (8) full school terms after the effective date of termination, the service shall be deemed continuous but the period between periods of service shall not be accruable and any further entitlement to long service leave shall be determined from the date of commencement of such continuous service in Catholic education, less any leave entitlements previously taken; or
- 5.2 if the Employee resumes Service in Catholic education within a period exceeding eight (8) full school terms after the effective date of termination the service shall not be deemed continuous nor accruable, and any further entitlement to long service leave shall be determined from the date of such resumption of service in Catholic education in accordance with clause 2.

Explanatory note: For the avoidance of doubt, the reference to eight full school terms above includes any school holidays or public holidays up to the first day of the school term immediately following. Refer to note under clause 6.3.3 for examples.

Resumption of service before October 2008 but on or after the beginning of the 1978 school year

- 5.3 Where an Employee was paid all long service leave entitlements under the provisions of clause 4 upon termination of his/her employment, and subsequently resumed Service in Catholic education before October 2008 but on or after the beginning of the 1978 school year, the service shall not be deemed continuous nor accruable, and any further entitlement to long service leave will be determined from the date of such resumption of service.
- 5.4 Where an Employee was not paid all long service leave entitlements under the provisions of clause 4 upon termination of his/her employment, and subsequently resumed Service in Catholic education before October 2008 but on or after the beginning of the 1978 school year then:
- 5.4.1 if the Employee resumes Service in Catholic education within a period not exceeding one (1) year after the effective date of termination, the service shall be deemed continuous but the period between periods of service shall not be accruable, and any further entitlement to long

service leave will be determined from the date of commencement of such continuous service less leave entitlements previously taken; or

- 5.4.2 if the Employee resumes Service in Catholic education within a period exceeding one (1) year after the effective date of termination, the service shall not be deemed continuous nor accruable, and any further entitlement to long service leave will be determined from the date of such resumption of service.

Resumption of service before the beginning of the 1978 school year

- 5.5 Where upon the termination of his/her employment, an Employee subsequently resumed Service in Catholic education before the beginning of the 1978 school year, then the service shall be deemed continuous but the period between periods of service not accruable, and any further entitlement to long service leave will be determined from the date of commencement of such continuous service, less leave entitlements previously taken.

6. Continuous and accruable service

- 6.1 The defining terms of continuous service expressed in this Appendix apply only to long service leave.
- 6.2 Service in Catholic education shall be continuous and accruable for the purpose of calculating long service leave entitlements notwithstanding:
- 6.2.1 The taking of any paid leave by an Employee which was granted by an Employer including but not limited to annual leave, long service leave and personal leave;
- 6.2.2 Any absence for which the Employee is entitled to receive weekly payments pursuant to the WIRC Act, *Workers Compensation Act 1958*, the *Accident Compensation Act 1985* or the *Transport Accident Act 1986*;
- 6.2.3 Any unpaid absence from work on account of illness or injury of up to one year inclusive of any annual leave or school holidays prior to the date of commencement of the Act;
- 6.2.4 Any unpaid absence from work on account of illness or injury after the date of commencement of the Act;
- 6.2.5 Any other unpaid absence from work (including unpaid parental leave) of up to one year taken with the Employer's consent after the date of commencement of the Act;
- 6.2.6 Any other unpaid absence from work in excess of one year taken with the Employer's consent where the Employer and the Employee agreed in writing before the leave was taken that such

period of leave will be accruable for the purposes of calculating long service leave entitlements.

6.3 Service in Catholic education shall be continuous but not accruable for the purpose of calculating long service leave entitlements for the period of:

6.3.1 Any interruption to service arising directly or indirectly from an industrial dispute;

6.3.2 An Employee being stood down through no fault of their own as the Employer cannot continue the employment because the Employee cannot be gainfully employed;

6.3.3 **Termination of an Employee's employment** with an Employer, if the Employee is re-employed within Catholic education by an Employer, within a period not exceeding eight (8) full school terms after the effective date of such termination;

Explanatory note: For the avoidance of doubt, the reference to eight full school terms in this clause includes any school holidays or public holidays up to the first day of the school term immediately following. For example, if an Employee's employment terminates at the end of the 2018 school year and the Employee commences employment with an Employer at the beginning of term 1 in school year 2021, the break in service will be no more than eight full School Terms. Alternatively, if an Employee's employment terminates at any time before the end of term 4 in school year 2018 and the Employee subsequently commences new employment with an Employer at the beginning of term 1 in school year 2021, the break in service will exceed eight full school terms.

6.3.4 Any unpaid absence from work by reason of parental leave not exceeding:

- (a) 18 months prior to 1 February 1980;
- (b) 12 months between 1 February 1980 and 31 January 1985 inclusive;
- (c) 104 weeks between 1 February 1985 and 18 October 2004 inclusive;
- (d) 156 weeks between 19 October 2004 and the date of commencement of the Act;

or such longer period as may be permitted by this Agreement.

6.3.5 Any unpaid absence from work by reason of parental leave in excess of one year, from the date of commencement of the Act;

6.3.6 Any other unpaid absence from work in excess of one year taken with the Employer's consent unless clauses 6.2.4 or 6.2.6 apply.

7. Portability and process on termination

7.1 An Employee may make a request to an Employer with whom his/her employment is being terminated to forgo the payment of a long service leave entitlement in favour of a recognition of the long service leave entitlement and the service to which it relates in respect of new employment with an Employer, provided that:

7.1.1 the Employee declares, at the time of the termination of employment, the details of the new employment or that the Employee is seeking employment within Catholic education; and

7.1.2 the period between the date of termination of employment and the commencement of new employment with an Employer is not more than four full school terms.

7.2 Where the Employee makes a request under clause 7.1 and commences employment with an Employer within a period of not more than four full school terms from the date of effect of the termination of the previous employment with an Employer, his/her long service leave entitlement will be recognised and the service to which it relates will be treated as continuous service in respect of the new employment with an Employer.

7.3 Where the Employee makes a request under clause 7.1 and does not commence employment with an Employer within a period of four full school terms from the date of effect of the termination, the Employee will be paid their accrued long service leave entitlement with effect from the date of termination.

Explanatory note: For the avoidance of doubt, the reference to four full school terms in this clause includes any school holidays or public holidays up to the first day of the school term immediately following. For example, if an Employee's employment terminates at the end of a school year and the Employee commences employment with an Employer at the beginning of term 1 following a break of one school year, the break in service will have been no more than four full school terms. If an Employee's employment with an Employer is terminated at any time during term 2 and the Employee commences new employment with an Employer at any time during term 2 in the following year, the break in service would have been no more than four full school terms. However, if an Employee's employment terminates at any time before the end of school term 1 and the Employee subsequently commences new employment with an Employer at the beginning of, or at any time during term 2 in the following year, the break in service will have been more than four full school terms.

7.4 The procedure for making a request under this clause 7 will be in accordance with the arrangements prescribed by the Employer, from time to time.

8. Conditions relating to taking of leave

8.1 When leave is to be taken

When an Employee becomes entitled to long service leave, **such leave shall be granted by the Employee's Employer** as soon as practicable, having regards to the needs of the institution in which the Employee is employed or at such later time as shall be agreed between the Employer and the Employee.

8.2 Former members of religious order

8.2.1 The entitlement to long service leave of an Employee shall be reduced by the amount of any leave in the nature of long service leave taken by him/her in the course of Service in Catholic education where this service was as a member of a religious order.

8.2.2 An Employee who is a former member of a religious order shall not be entitled as a lay person to take long service leave during his/her first five years of Service in Catholic education without the prior approval of the Employer. The Employer shall not grant its approval unless there are exceptional circumstances. For the purposes of this provision, a period of excommunication prior to final dispensation shall be regarded as lay service.

8.2.3 An Employee who has former service as a member of a religious order shall not be entitled as a lay person to payment in lieu of leave on termination pursuant to clause 4 hereof, during his/her first five years of Service in Catholic education.

8.2.4 Where an Employee accrues an entitlement to long service leave by virtue of a period of continuous Service in Catholic education, which includes a period or periods of service outside Victoria in an institute approved as a Catholic mission by the Ordinary of the Diocese or Territory in which it is situated, provided the duties performed are accepted by the Employer as duties relating to Catholic education (relevant service), the Employee shall not be entitled to payment for such portion of the leave as equates to the portion of the period of continuous Service in Catholic education, which was relevant service.

8.3 Leave period may be split

Long service leave must be taken for period(s) of not less than one day.

8.4 Leave without pay

An Employee who has entitlement to long service leave may take a period of leave without pay in conjunction with the long service leave subject to the following conditions:

8.4.1 The Employee shall return to work at the start of a school term;

8.4.2 The total period of leave shall comprise the whole term or terms;

8.4.3 The period of leave without pay will normally be limited to the remainder of the term in which long service leave is taken;

8.4.4 The period of leave without pay is not longer than the period of long service leave.

8.5 Illness while on leave

Where an Employee becomes ill whilst on long service leave and such illness extends beyond seven (7) continuous days, the period will, subject to the submission of satisfactory medical evidence to the Employer, be treated as personal leave and the Employee given credit for long service leave accordingly.

8.6 Pay increases while on leave

Where an Employee is on long service leave and has been paid in advance in respect of any period of the **long service leave, and the Employee's ordinary pay** increases during the period of such leave, the Employee shall be entitled to be paid at the increased rate from the time of the increase, and the participant Employer shall forthwith pay the Employee the difference at the conclusion of the period of leave.

8.7 Payment while on leave

The ordinary pay of an Employee on long service leave shall be paid in one of the following ways, to be nominated in advance by the Employee:

8.7.1 full pay in advance on commencing the leave;

8.7.2 at the same pay intervals as the Employee would have been paid if not on leave; or

8.7.3 as agreed between the Employer and the Employee.

8.8 Leave in advance

The Employer may grant an Employee long service leave before the Employee becomes entitled to that leave. If leave is so granted, the Employee is not entitled to any further long service leave or payment in lieu of long service leave for the period of employment in respect of which leave in advance was granted. If the employment of an Employee who has taken leave in advance ends, the Employer may deduct from any payment payable to the Employee as a result of the ending of his or her employment an amount equal to the amount paid to the Employee for the leave (if any) in respect of which the Employee will not become entitled.

8.9 Leave at half pay

An Employee may request his or her Employer to grant the Employee an amount of long service leave:

8.9.1 twice as long as the amount to which the Employee would otherwise be entitled; and

8.9.2 at a rate of pay equal to half the Employee's Ordinary Pay.

An Employer must grant a request under this clause if it is reasonable to do so having regard to the needs of the institution at which the Employee is employed.

8.10 Payments in lieu forbidden

An Employer must not give an Employee a payment in lieu of long service leave, or in lieu of any part long service leave and an Employee must not accept any payment in lieu of long service leave.

8.11 Restriction of working whilst on leave

An Employee must not work for hire or reward while he or she is taking long service leave. An Employer must not knowingly employ a person for hire or reward while that person is taking long service leave.

9. Special provisions relating to Principals

9.1 This provision shall apply to Employees who, at the time of accruing an entitlement to long service leave, are employed as a Principal on limited tenure or a fixed-term contract.

9.2 Subject to clause 9.3, where a Principal requests to forego the entitlement to a cash payment for long service leave on termination of his or her employment in accordance with clause 7.1, and provided the Principal takes long service leave with a new Employer within 12 months from the expiration **of the Principal's employment as Principal, the Ordinary Pay** to be paid to him/her at the time the leave is taken shall be the Ordinary Pay for the position the Principal had previously occupied as at the date he/she ceased to be a Principal.

9.3 A Principal is not eligible to make a request to forego the payment of a cash equivalent for long service leave as provided for in clause 7.1 if the Principal has received a salary compensation payment pursuant to the entitlements in this Agreement upon termination of his or her employment with the former Employer.

ANNEXURE “B”

EMPLOYER RESPONDENTS

No.	Employer	Contact Details
1.	Diocese of Sale Catholic Education Limited	John Jordan
2.	The Bishop of Sale, Most Reverend Gregory Charles Bennet MS STL	John Jordan
3.	The Provincial of the Marist Brothers Province of Australia, Brother Peter Carroll	John Jordan
4.	Antonine College	Michael Clark
5.	Catholic Education Sandhurst Limited	Michael Clark
6.	Catholic Education Sandhurst Limited	Michael Clark
7.	Catholic Ladies College Limited	Michael Clark
8.	Damascus College Limited	Michael Clark
9.	De La Salle College	Michael Clark
10.	Diocese of Ballarat Catholic Education Limited (DOBCEL)	Michael Clark
11.	FCJ College Benalla	Michael Clark
12.	Genazzano FCJ College Limited	Michael Clark
13.	Jesuit Social Services Limited	Michael Clark
14.	Kildare Education Ministries Limited	Michael Clark
15.	Loreto Ballarat Limited	Michael Clark
16.	Loreto Mandeville Hall Toorak Limited	Michael Clark
17.	Mackillop Family Services Limited	Michael Clark

18.	Mater Christi College	Michael Clark -
19.	Melbourne Archdiocese Catholic Schools Ltd (MACS)	Michael Clark -
20.	Mercy Education Limited	Michael Clark -
21.	Monivae College	Michael Clark -
22.	Mount St. Joseph Girls' College - Altona West	Michael Clark -
23.	Our Lady of Sion College Ltd.	Michael Clark -
24.	Our Lady of the Sacred Heart College Limited	Michael Clark -
25.	Sacre Coeur	Michael Clark -
26.	Salesian College Chadstone	Michael Clark -
27.	Salesian College Sunbury	Michael Clark -
28.	Santa Maria College	Michael Clark -
29.	Siena College Limited	Michael Clark -
30.	St Bede's College	Michael Clark -
31.	St Columba's College Limited	Michael Clark -
32.	St Francis Xavier Primary School Ballarat East Ltd.	Michael Clark -
33.	Star of the Sea College Limited	Michael Clark -
34.	The Association of Canonical Administrators for Marymede Catholic College being Mr Peter Annett, Mr Ron Wilson and Ms Margaret McKenna	Michael Clark -
35.	The Association of Canonical Administrators for St Mary's College for the Deaf being Mr Tony Tuohey and Mr Barry Thatcher	Michael Clark -
36.	Trustees of Edmund Rice Education Australia	Michael Clark -
37.	Trustees of the Marist Brothers t/a Marist Schools Australia	Michael Clark -

38.	Villa Maria Catholic Homes Limited	Michael Clark
39.	Whitefriars College Inc	Michael Clark
40.	Antonine College	Michael Clark
41.	Catholic Education Sandhurst Limited	Michael Clark