



WA Catholic School Teachers Enterprise Agreement 2023 – IEU analysis and commentary

AGREEMENT TEXT	IEU COMMENTARY
<p>1. TITLE 1.0 This agreement shall be known as the WA Catholic School Teachers Enterprise Agreement 2023.</p>	
<p>2. APPLICATION 2.1 This Agreement shall apply to: a) The employers listed in Schedule One (Employers); b) the Employees of the Employer employed in the classifications contained in clause 7 (Employees); c) the Independent Education Union of Australia WA Branch (Union) subject to the Union applying to be covered by the Agreement pursuant to s183 of the Fair Work Act 2009. 2.2 The Employees covered by this agreement are all teaching staff registered with the Teacher Registration Board of Western Australia, employed by the Employers listed above, working in: a) A school registered pursuant to the School Education Act 1999 (WA); and/or b) A long day care, occasional care (including those occasional care services not licensed), childcare centres, daycare facilities, out-of-school hours care, kindergartens and preschools, and early childhood intervention programs (Early Childhood Service). 2.3 So as to remove any doubt, teaching staff includes a teacher in a middle leadership position, but not a Principal, or Assistant Principal, or Deputy Principal, or similar position however so named. 2.4 The Principal of each school covered by the Agreement has the delegated authority to act on behalf of the Employer in relation to the relevant school to which they are Principal.</p>	<p>2.3: Please note that the Principals encouraging you to accept this agreement aren't the ones who will have to work under its conditions.</p>
<p>3. DEFINITIONS 3.1 "Catholic School" shall mean a school within the meaning of the School Education Act 1999 (the SE Act) and which is administered by the Employers. 3.2 "Co-curricular activity" shall mean any activities outside of scheduled classroom teaching that support or augment the delivery of school curriculum or programs. These may include sporting activities, exhibition nights, musical performances, other cultural or artistic activities, religious observances and sacramental programs.</p>	<p>3.2: The clearer definition of co-curricular activity is welcomed. However, the co-curricular cap expressed in Clause 19 means you can be expected to perform up to 40 hours of these activities throughout the year with no further compensation, and no</p>

<p>3.3 "Continuous Service" shall include full-time, part-time and fixed term, paid leave and unpaid leave. Unpaid leave does not break continuity of service but does not count toward the Employee's period of service for leave entitlements or annual salary increments. Continuous Service is transferrable within the Employers listed in Schedule 1.</p> <p>3.4 "Duties Other Than Teaching" (DOTT) shall mean time that is not allocated for scheduled classroom teaching and is primarily time provided for:</p> <ul style="list-style-type: none"> a) preparing materials; b) planning lessons; c) finding resources; d) professional reading; e) setting up for lessons; f) record keeping/report writing; g) classroom and pastoral care administration. <p>DOTT time does not include the supervision of students.</p> <p>3.5 "Enrolment" in respect of a particular year means the enrolment as at the official Commonwealth School Census in August of the preceding year.</p> <p>3.6 "Family and Domestic Violence" means violent, threatening or other abusive behaviour by a Teacher's immediate family or household that:</p> <ul style="list-style-type: none"> a) seeks to coerce or control the Teacher b) causes them harm or fear. <p>3.7 "Hourly Rate" for the purpose of salaries and other remuneration is calculated using the applicable minimum annual salary divided by 52.16, divided by 38, unless otherwise defined.</p> <p>3.8 "Household" means any other person who lives with the Teacher as a member of their household, or a person related to the Teacher according to Aboriginal or Torres Strait Islander kinship rules.</p> <p>3.9 "Immediate family" is as defined in the Fair Work Act.</p> <p>3.10 "Non-Term Weeks" means weeks in the school year other than term weeks and includes periods designated as school holidays for students; where a preschool operates according to terms that approximate school terms, non-term will have the same meaning.</p> <p>3.11 "Ongoing employment" shall mean permanent employment that will continue unless terminated in accordance with this Agreement.</p> <p>3.12 "Preschool" means a service in the children's services and early childhood education industry which usually operates during hours and terms which approximate those of a recognised school, and includes any pre-compulsory education period including pre-kindergarten, 3 year-old program, kindergarten, day school, nursery school or however so named.</p> <p>3.13 "Promotional Position" shall mean a position as defined in Schedule 2.</p>	<p>consideration of this being treated as a component of your 38-hour working week.</p>
--	--

<p>3.14 "Relief Teacher" shall mean a teacher employed on a casual basis in accordance with clause 7.7 to 7.10.</p> <p>3.15 "Teacher" shall mean any person registered by the Teacher Registration Board of Western Australia (TRBWA) or its successor and employed on the teaching staff of a Catholic school including those employed with Limited Authority to Teach (as defined by TRBWA) but does not include the Assistant Principal, Deputy Principal or the Principal, however so named.</p> <p>3.16 "Term Weeks" means the weeks in the school year that students are required to attend school as set out in the school calendar of each school including student or pupil free days; where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning.</p> <p>3.17 "TRBWA" shall mean the Teacher Registration Board of Western Australia, the statutory body empowered to register teachers in Western Australia.</p>	
<p>4. PERIOD OF OPERATION</p> <p>4.1 This Agreement shall commence operation 7 days after the day the Agreement is approved by the Fair Work Commission.</p> <p>4.2 The nominal expiry date of this Agreement shall be 3 years from the date the Agreement is approved by the Fair Work Commission. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the Fair Work Act 2009 (Cth) (FW Act).</p> <p>4.3 Negotiations for a replacement agreement will commence six (6) months before the nominal expiry date of this agreement.</p>	
<p>5. RELATIONSHIP TO AWARDS, LEGISLATION AND OTHER INSTRUMENTS</p> <p>5.1 This Agreement covers all matters pertaining to the employment relationship and operates to the exclusion of any modern Award including the Educational Services (Teachers) Award 2020 (Award) or other industrial instrument except where expressly referred to in this Agreement. Legislation, including the National Employment Standards (the NES), or Employer policy or procedure or other documents referred to in this Agreement are not incorporated into the Agreement.</p> <p>5.2 This Agreement will be read and interpreted in conjunction with the NES as contained in Part 2-2 of the FW Act.</p> <p>5.3 Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.</p> <p>5.4 The Employer will ensure that a copy of this Agreement and the NES are available to all Teachers to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p>	<p>5.1: This remains firmly in dispute. When the Award is excluded from your Agreement, any changes to the Award over the life of the Agreement will not be passed onto you.</p> <p>If it is not written down in the Agreement, Catholic teachers won't get it.</p> <p>If it is the intention of CEWA & Catholic Principals to provide at least what the Award provides, Catholic schools could easily achieve this by including that your Agreement is to be read in conjunction with the Award. However, they have</p>

	<p>point blank refused this for the entirety of negotiations.</p>
<p>PART TWO: GENERAL CONDITIONS OF SERVICE</p> <p>6. CONTRACT OF SERVICE</p> <p>Employment Status</p> <p>6.1 Teachers may be engaged on either a full-time, part-time basis or as a Relief Teacher.</p> <p>6.2 Employment Status:</p> <p>a) Full-time Teacher means a Teacher who works 38 hours per week averaged over Term Weeks.</p> <p>b) Part-time Teacher means a Teacher who is employed as such, who normally works less than an average of 38 hours per week. A part-time Teacher's full-time equivalent (FTE) will be calculated on the basis of a proportion of the maximum scheduled classroom teaching load of a full-time teacher as defined in clause 17.1.</p> <p>EXAMPLE: A part-time secondary teacher has a scheduled classroom teaching load of 512 minutes per week. The FTE is calculated as $512/1280 = 0.4$ of the full-time salary.</p> <p>EXAMPLE: A part-time primary teacher is employed for 2 days per week of scheduled teaching and has a scheduled classroom teaching load of 600 minutes per week. The FTE is calculated as $600/1280 = 0.469$ of the full-time salary.</p> <p>i. The terms of this Agreement will apply pro rata to part-time Teachers on the basis of their ordinary hours compared to a full-time Teacher's hours.</p> <p>ii. The Employer must make every effort to minimise the number of days over which a part-time Teacher must work their FTE.</p> <p>iii. Part-time Teachers who agree to work additional hours will be paid for each additional hour or part thereof at that Teacher's normal part-time hourly rate of pay, plus 30% in lieu of additional pay during Non-Term Weeks. The Teacher will accrue Personal/Carers Leave and Long Service Leave on additional hours.</p> <p>c) Relief Teacher means a Teacher who is engaged in accordance with clause 7.7 to 7.10.</p> <p>Employment Type</p> <p>6.3 Teachers may be engaged in Ongoing Employment or on a fixed-term basis.</p> <p>6.4 Fixed-Term Teacher</p> <p>a) Teachers may be engaged on a fixed-term contract for a period of at least 4 weeks with no guarantee of ongoing employment beyond that term to work on a replacement basis or for a specified period of time of no more than two (2) years as full time or part-time:</p> <p>(i) to replace one or more Teachers who are on leave;</p> <p>(ii) to undertake a specified task for which funding has been made available;</p> <p>(iii) to undertake a specified task which has a limited period of operation; or</p> <p>(iv) to replace a Teacher whose employment has terminated after the commencement of the school year.</p>	<p>6.2(b): The key disadvantage in the proposed Agreement is that a part-timer can be expected to work <i>on average</i> less than 38 hours per week over TERM WEEKS. This wording will give CEWA and Catholic Principals the ability to load a part-timer's hours unevenly, including to full-time hours for parts of the school year.</p> <p>6.4: The Award (if read in conjunction, which CEWA & Catholic Principals do not want) allows for a restriction on fixed-term contracts of one year in length (although this has been misused by CEWA Ltd over a period of many years). It is disappointing that even though CEWA Ltd were invited to consider including a job security clause to enshrine a commitment to permanency and reducing fixed-term contracts in the sector, it refused to do so.</p> <p>Recent changes to the Fair Work Act 2009 mean CEWA & Catholic Principals will be legally obligated to limit the circumstances under which they can utilise temporary contracts. However, CEWA & Catholic Principals commitment to only moving on this issue when forced to do so by the Federal Government is telling.</p>

b) A fixed-term Teacher is entitled to the benefits of this Agreement on a pro-rata basis where the Teacher is employed part-time or where the Teacher has been employed for a period of less than 12 months.

c) Before employing a fixed-term Teacher on a replacement basis, the Employer will inform the fixed-term Teacher of:

- (i) the reason for the fixed nature of the employment;
- (ii) the date of commencement of the employment;
- (iii) date of expiry of the fixed term contract;
- (iv) the benefits which are applicable under this Agreement; and
- (v) the rights of any Teacher being replaced.

d) The termination of employment of a fixed-term Teacher will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 11.2.

e) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:

- (i) notice of termination where the date of cessation of employment is stated at the time of appointment, or as per any agreed variation in writing to the fixed term period in the contract.
- (ii) redundancy provisions as stated in the NES or this Agreement.

Probation

6.5 With the exception of Relief Teachers, the Employer will engage all new Teachers on a probationary period of 6 months. During this period, either party can terminate the employment by giving one week's notice.

Duties

6.6 A Teacher's duties and responsibilities may be varied by the Employer, provided that they are within their range of skills, qualification, competence and training.

6.7 At all times in performing their duties and responsibilities, Teachers are required to:

- a) comply with any lawful direction given by the Employer;
- b) use their best endeavours; and
- c) ensure the highest level of safe working practices are adhered to and maintained at all times.

Notification of Absences

6.8 Teachers are required to notify the Employer or as soon as possible of their inability to attend work, the estimated duration of the absence and the reason for the absence. This should occur before the commencement of the Teacher's start time.

6.9 Teachers who are absent from work on unplanned absences will not be required to provide lesson plans to relief staff or the undertaking of any work.

Fitness for Work

6.10 Where the Employer has a reasonable concern about a Teacher's health and wellbeing or fitness for work, to the extent that if allowed to attend or continue to work the Teacher may put at risk the safety, health and welfare of themselves or others or may disrupt the normal school

6.5: Probation of 6 months - This change is only because Catholic employers think they can rely on it to avoid unfair dismissal claims (a dismissed employee is only eligible for unfair dismissal if they were employed for at least six months).

<p>operations, the following will apply:</p> <ul style="list-style-type: none"> a) the Employer will arrange to meet with the Teacher, and their support person, to discuss their concerns; b) if the Employer is of the opinion the concerns are sufficient to warrant the seeking of medical advice, the Teacher will be directed by a notice in writing to be examined by a registered medical practitioner nominated by the Employer; c) the Teacher may, within three days of the meeting, respond in writing to the concerns raised by the Employer. <p>6.11 Where the Employer directs the Teacher to be examined by a registered medical practitioner pursuant to clause 6.14, the following information will be provided in writing, prior to the Teacher attending such a medical examination:</p> <ul style="list-style-type: none"> a) the basis on which the Employer has given the direction; b) the reason(s) for the direction; c) the questions the medical practitioner will be asked to address; d) the nature of the proposed examination; e) what the Teacher's fitness will be assessed against (i.e. the job description); and f) confirmation that the Teacher will be provided with a copy of the medical practitioner's report. <p>6.12 The fee and any associated expenses incurred in having to attend the medical examination will be paid by the Employer. The Teacher will not be required to pay any amount of money relating to these expenses.</p> <p>6.13 Where the Employer's concerns are such that to leave the Teacher in the environment may be harmful or detrimental to themselves or others, the Teacher can be immediately directed to vacate the school premises. The Teacher shall continue to be paid their regular salary and allowances while the process of determining their fitness for work is underway.</p> <p>6.14 If the Teacher fails to attend a medical examination as directed under this clause, without a reasonable explanation, the Teacher's non-attendance will constitute a serious breach of their duties that can be referred for disciplinary action.</p> <p>6.15 The Employer and the Teacher will keep this process and any report confidential.</p> <p>6.16 For the purposes of this clause, a medical examination may be undertaken by a registered medical practitioner including: General Practitioner, Occupational Physician, Psychologist or Psychiatrist.</p> <p>Other Employment</p> <p>6.17 A full time Teacher may engage in other employment provided that such employment does not affect the Teacher's employment and professional responsibilities to the school.</p>	
<p>7. CLASSIFICATIONS AND SALARIES</p> <p>7.1 The minimum rate of salary payable to Teachers engaged as prescribed in clause 7.2 shall be:</p> <ul style="list-style-type: none"> a) Teacher Salaries 	<p>7.1: CEWA & Catholic Principals have refused to provide for an additional base salary step to allow for further career</p>

<p>Step Minimum Annual Rate of Salary 6 December 2022 (5%) Minimum Annual Rate of Salary 6 December 2023 (3%)</p> <p>Step 1 \$74,422 \$76,655 Step 2 \$81,305 \$83,744 Step 3 \$84,221 \$86,747 Step 4 \$89,485 \$92,170 Step 5 \$94,707 \$97,548 Step 6 \$101,103 \$104,137 Step 7 \$107,171 \$110,387 Step 8 \$109,382 \$112,663 Step 9 \$111,597 \$114,945 Step 10 \$115,772 \$119,246</p> <p>b) The percentage increase of 3% to the minimum annual rate of salary on 6 December 2023 at 7.1 a) and the allowances at clause 8.8 and 8.13 and Schedule 2 of this Agreement is based on the anticipated percentage increase which will be paid to teachers employed in accordance with an Agreement registered by the Director General Department of Education and the State School Teachers Union of WA in the Western Australian Industrial Relations Commission on 6 December 2023. If teachers employed in accordance with an Agreement registered by the Director General Department of Education and the State School Teachers Union of WA in the Western Australian Industrial Relations Commission receive a percentage salary increase higher than 3% from 6 December 2023, Teachers will be paid the difference in percentage salary increase from the time the increase is paid to Department of Education teachers.</p> <p>c) During the term of the Agreement, the minimum annual rate of salary at clause 7.1 a), allowances at clause 8.8 and 8.13 and Schedule 2 of this Agreement will be increased at the same time and by the same quantum as increases paid to teachers employed in accordance with an Agreement registered by the Director General Department of Education and the State School Teachers Union of WA in the Western Australian Industrial Relations Commission.</p> <p>d) Upon or prior to the registration of this Agreement, the Employer will pay to full-time Teachers employed at the time of vote a \$3,000 one-off payment. Part-time Teachers employed at the time of the vote will receive the payment pro-rata equivalent to their FTE at the time of the vote. Relief teachers will not be eligible for the payment. This one-off payment will not be added to base salaries.</p>	<p>progression, which is a rejection of an IEU claim.</p> <p>7.1(b): The increases occurring at the same time as Department of Education increases reflects agreement with an IEU claim.</p> <p>7.9: Increases in the relief rate at the same time and quantum as substantive teacher reflects agreement with an IEU claim.</p>
---	--

7.2 Teachers shall commence at Step 2 and progress to Step 10 by annual increments except for Teachers holding a Limited Registration with the TRBWA who shall be placed on Step 1 with no further incremental progression.

7.3 For the purposes of this clause, an annual increment shall mean a year of full-time equivalent teaching experience. For example a Teacher employed as part-time 0.5FTE must complete two years service before progressing to the next increment. However, where the teacher is more than 0.9FTE the service will count as a full-time year.

7.4 On appointment, a Teacher shall be placed at the appropriate salary level according to full-time equivalent teaching experience.

7.5 Subject to 7.6, where a Teacher upgrades their teaching qualification with a Graduate Diploma, a Bachelor with Honours, a Masters or Doctorate, then that Teacher shall be credited with one extra year's experience for salary purposes. For example, Teachers who have completed a Master of Teaching/Education as their only teaching qualification are not eligible.

7.6 The Teacher shall notify the Employer in writing of the acquisition of additional qualifications. Production of satisfactory evidence to this effect will be required. Any entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.

Relief Teachers

7.7 A Relief Teacher shall be employed as required to relieve a teacher absent from duty or to meet a short-term staffing need in line with operational requirements and must be employed for a minimum engagement of a half day to a maximum of 19 consecutive working days at the same school.

7.8 The rates payable under this clause are in lieu of payment for public holidays, annual leave or days absent from duty because of illness and all other monetary entitlements as set out in this Agreement.

7.9 The rates for Relief Teachers are formulated by taking the annual salary of Step 7 in clause 7.1a) and dividing by 200 for the daily rate and dividing by 400 for the half day rate. This rate is inclusive of a 25% casual loading. For the removal of any doubt, an increase in the annual salary of Step 7 in clause 7.1(a) will result in an increase to Relief Teacher rates.

7.10 A Relief Teacher will receive the rates as prescribed in the table below:

Rates

Effective 6 December 2022

Effective 6 December 2023

Half Day \$267.93 \$275.97

Full Day \$535.85 \$551.94

<p>Note: For primary schools a half day is determined as half the scheduled school day worked consecutively. For secondary schools a half day is determined as half the number of periods in a particular school day, worked consecutively. Where more than half a day is worked the Full Day rate will apply.</p> <p>Payment of Wages 7.11 Wages shall be paid no later than the last working day of every fortnight by electronic fund transfer to an acceptable financial institution nominated by the Teacher.</p>	
<p>8. ALLOWANCES</p> <p>Promotional Positions Allowances 8.1 The Promotional Positions allowances are listed in Schedule 2 of this Agreement.</p> <p>Location Allowance / Remote Area Package 8.2 The Location Allowances / Remote Area Package are listed in Schedule 3 of this Agreement.</p> <p>Travelling Allowances 8.3 Where a Teacher is required to work away from their usual place of employment, the Employer shall pay the Teacher any reasonable travelling expenses incurred except where an allowance is paid in accordance with clause 8.4 of this Agreement. 8.4 Where a Teacher is required and authorised to use their own motor vehicle in the course of work, the Teachers shall be paid an allowance of not less than that provided for taxation purposes by the Australian Taxation Office, unless otherwise agreed by the Teacher.</p> <p>Senior Teacher Allowances 8.5 To progress to Senior Teacher, a Teacher must have completed: a) Two years full-time equivalent experience at Step 10 of clause 7.1a); and b) Accreditation to Teach in a Catholic School. 8.6 To maintain the Senior Teacher classification a Teacher must maintain their Accreditation to Teach in a Catholic School status through meeting the ongoing Accreditation to Teach in a Catholic School renewal criteria. 8.7 Subject to clause 8.6 of this Agreement, the Senior Teacher classification is portable between Catholic Schools covered by this Agreement. 8.8 Teachers who progress to Senior Teacher are eligible to receive the Senior Teacher Allowance as per the table below:</p> <p>Allowance per annum</p>	<p>8.9: CEWA and Catholic Principals have repeatedly refused to consider any of the IEU's claims regarding career progression, including a Highly Exemplary Teacher classification, or any clarification as to how teachers can access Exemplary Teacher status. Department of Education teachers have access to a "Level Three" teacher status which has clear criteria and guidelines to allow upward mobility for classroom teachers beyond middle leadership. The current Exemplary Teacher status is limited in number to each school, and the allocation of positions is totally at the principal's discretion.</p> <p>Other IEU claims to remove restrictions on the numbers of Exemplary Teachers in a single school and for portability of the Exemplary Teacher status have likewise been rejected.</p> <p>CEWA & Catholic Principals have expressed an intention to explore and trial a Highly Exemplary Teacher allowance in 2024 but it is NOT reflected in the draft EBA</p>

<p>Effective 6 December 2022 - \$5,643 Effective 6 December 2023 - \$5,812</p> <p>Exemplary Teacher Allowances</p> <p>8.9 Appointment The appointment of a Teacher to Exemplary Teacher is subject to:</p> <ul style="list-style-type: none"> a) a successful appraisal conducted by the Principal; and b) a limit of no more than one Exemplary Teacher per 500 students in any one school; and c) The applicant having held Senior Teacher for at least one year. <p>8.10 Classification and Duties</p> <ul style="list-style-type: none"> a) The Principal will determine the classification of a Teacher to Exemplary Teacher 1 or Exemplary Teacher 2 on the basis of the duties required and any other operational requirements. b) The duties for an Exemplary Teacher shall be determined by the Principal and shall be made known prior to the Teacher accepting the appointment to Exemplary Teacher. <p>8.11 Tenure</p> <ul style="list-style-type: none"> a) The appointment to Exemplary Teacher shall be for a period of three years, subject to the Teacher maintaining their applicable Accreditation to Teach in a Catholic School. b) The Teacher will be entitled to Senior Teacher Allowance if the Teacher is no longer entitled to Exemplary Teacher Allowance. <p>8.12 Portability An Exemplary Teacher promotional position is not portable between Catholic Schools.</p> <p>8.13 Allowances Allowance per Annum Effective 6 December 2022 Effective 6 December 2023 Exemplary Teacher 1 \$4,999 \$5,149 Exemplary Teacher 2 \$7,449 \$7,672</p>	<p>First aid allowances – and the circumstances under which they are to be paid – are not included in the text of the Agreement, which is CEWA & Catholic Principals rejected the two IEU claims regarding First Aid Allowances.</p>
<p>9. OVERPAYMENTS</p> <p>9.1 In the event of an overpayment of wages occurring the Employer must advise the Teacher in writing of the alleged error including:</p> <ul style="list-style-type: none"> a) the reason for the overpayment; b) the amount of money overpaid; c) the period of the overpayment; and d) the way repayments may be made (for example, cash, cheque or electronic transfer) and how often (this suggestion must be reasonable). 	

<p>9.2 The Employer must seek discussions with the Teacher to consider a repayment arrangement. If the Teacher agrees to repay the money, a written agreement has to be made.</p> <p>9.3 If the overpayment is established the Teacher will not unreasonably refuse to pay the overpayment back under a reasonable repayment arrangement that suits their circumstances.</p>	
<p>10. SUPERANNUATION</p> <p>10.1 Superannuation shall be paid in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).</p> <p>10.2 Contributions shall be paid into an eligible fund nominated by the Teacher. Provided that where a Teacher does not nominate a fund, or the Employer is unable to pay into that fund, contributions will be paid into a fund, nominated by the Employer, provided that fund:</p> <p>a) offers a My Super product as defined by the Superannuation Industry (Supervision) Act 1993 (Cth); or</p> <p>b) is an exempt public sector scheme.</p>	
<p>11. TERMINATION OF EMPLOYMENT</p> <p>11.1 Except in the case of a Relief Teacher, fixed-term Teacher or Teacher on probation, the contract of employment may be terminated at any time by either party providing at least seven (7) term weeks' notice (inclusive of the notice required under the NES).</p> <p>11.2 The contract of employment of a fixed-term Teacher may be terminated at any time by either party providing at least four (4) term weeks' notice except where a greater period is required under the NES.</p> <p>11.3 In the case of the Employer terminating the contract of employment, notice of the effective day of termination shall be provided in writing to the Teacher.</p> <p>11.4 The Employer may undertake any of the following actions during the notice period:</p> <p>a) make payment in lieu of notice not provided, or part notice and part payment instead of notice;</p> <p>b) directing the Teacher to perform duties other than the normal Duties and Responsibilities, including less senior or significant duties during the notice period;</p> <p>c) directing the Teacher to not attend the School during the notice period but remain available to attend the School and/or perform any duties required; or</p> <p>d) implementing a combination of the above.</p> <p>11.5 Where the Employer has given notice of termination, a Teacher is entitled to up to one day time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Teacher after consultation with the Employer.</p> <p>11.6 Where the Teacher fails to provide the required notice, the Employer may deduct from any wages owing, an amount equivalent to the notice not provided up to a maximum of two (2) weeks' pay.</p>	<p>11.6: Capping the penalty for short notice at two weeks' worth of pay reflects the provision in the Award and is agreed.</p>

<p>11.7 If the Teacher has requested and the Employer has agreed to a shorter period of notice than that required under clause 11.1 or 11.2, then no deduction can be made under clause 11.6.</p> <p>11.8 Any deduction under clause 11.6 must not be unreasonable in the circumstances.</p> <p>11.9 Teachers may be dismissed without notice for serious misconduct, in which case they are only entitled to be paid for the time worked up to the time of dismissal.</p> <p>11.10 On termination of employment, the Teacher shall return all property of the Employer.</p>	
<p>12. CONSULTATION REGARDING WORKPLACE CHANGE</p> <p>12.1 The following provisions will apply where the Employer:</p> <p>a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology to its enterprise that is likely to have a significant effect on the Teachers; or</p> <p>b) proposes to introduce a change to the regular roster or ordinary hours of work of the Teacher.</p> <p>12.2 For clarity, the development and introduction of the Employer's yearly timetable is not a major change or a change to the hours of work that would invoke the requirements of this clause.</p> <p>Major Change</p> <p>12.3 For a major change referred to in clause 12.1a):</p> <p>a) the Employer will notify the relevant Teachers and their representatives (if any) of its decision to introduce the major change; and</p> <p>b) clauses 12.4 to 12.8 will apply.</p> <p>12.4 The relevant Teachers may appoint a representative for the purposes of the procedures in this clause if:</p> <p>a) a relevant Teacher appoints, or relevant Teachers appoint a representative for the purposes of consultation; and</p> <p>b) the Teacher or Teachers advise the Employer of the identity of the representative; the Employer must recognise the representative.</p> <p>12.5 As soon as practicable after making its decision, the Employer must:</p> <p>a) discuss with the relevant Teachers:</p> <p>(i) the introduction of the change;</p> <p>(ii) the effect the change is likely to have on the Teachers; and</p> <p>(iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Teacher; and</p> <p>b) for the purposes of the discussion, provide, in writing, to the relevant Teachers:</p> <p>(i) all relevant information about the change including the nature of the change proposed;</p> <p>(ii) information about the expected effects of the change on the Teachers; and</p> <p>(iii) any other matters likely to affect the Teachers.</p> <p>12.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.</p>	<p>12.2: CEWA & Catholic Principals will NOT need to consult with you on changes to your timetable or the hours of the school day.</p> <p>Thanks to CEWA & Catholic Principals proposal for timetable compression and averaging of teaching minutes over multiples weeks, it means you can be made to work on a compressed timetable without the ability for you to be appropriately consulted on a significant change to your working conditions.</p>

<p>12.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.</p> <p>12.8 In this clause, a major change is likely to have a significant effect on Teachers if it results in:</p> <ul style="list-style-type: none"> a) The termination of the employment of Teachers; or b) Major change to the composition, operation, or size of the Employer’s workforce or to the skills required of the Teachers; or c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or d) The alteration of hours of work; or e) The need to retrain Teachers; or f) The need to relocate Teachers to another workplace; or g) The restructuring of jobs. <p>Changes to Regular Roster or Ordinary Hours of Work</p> <p>12.9 For a change referred to in clause 12.1b):</p> <ul style="list-style-type: none"> a) the Employer must notify the relevant Teachers of the proposed change; and b) clauses 12.10 to 12.12 apply. <p>12.10 For the avoidance of doubt, the Employer’s reasonable development of staff calendars and timetables, shall not constitute a change referred to in clause 12.1b).</p> <p>12.11 The relevant Teachers may appoint a representative for the purposes of the procedures in this clause if:</p> <ul style="list-style-type: none"> a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation; and b) the Teacher(s) advise the Employer of the identity of the representative. <p>the Employer must recognise the representative.</p> <p>12.12 As soon as practicable after proposing to introduce the change, the Employer must:</p> <ul style="list-style-type: none"> a) discuss with the relevant Teachers the introduction of the change; b) for the purposes of the discussion, provide to the relevant Teachers: <ul style="list-style-type: none"> (i) all relevant information about the change, including the nature of the change; (ii) information about what the Employer reasonably believes will be the effects of the change on Teachers; (iii) information about any other matters that the Employer reasonably believes are likely to affect the Teachers; and (iv) invite the relevant Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). 	
<p>13. REDUNDANCY</p> <p>13.1 Where a Teacher is terminated for reason of redundancy the Employer will comply, where</p>	

applicable, with the redundancy pay provisions , as summarised below.

13.2 A Teacher is made redundant where their employment is terminated:

- a) at the Employer's initiative because it no longer requires the job done by the Teacher to be done by anyone, except where this is due to the ordinary or customary turnover of labour; or
- b) because of the insolvency or bankruptcy of the Employer.

13.3 Where eligible, severance payments will be calculated at the Teacher's base rate of pay in accordance with the following table:

Period of Continuous Service Severance Pay

- 1 year but less than 2 years – 4 weeks
- 2 years but less than 3 years – 6 weeks
- 3 years but less than 4 years – 7 weeks
- 4 years but less than 5 years – 8 weeks
- 5 years but less than 6 years – 10 weeks
- 6 years but less than 7 years – 12 weeks
- 7 years but less than 8 years – 14 weeks
- 8 years but less than 9 years – 16 weeks
- 9 years but less than 10 years – 16 weeks
- 10 years and over – 16 weeks

13.4 One week's pay is calculated on a normal rostered week.

13.5 The amount of severance pay is in addition to the notice requirements.

13.6 Upon application to the Fair Work Commission, the Employer may seek to vary the amount of severance pay where it obtains other acceptable employment or cannot pay the amount.

13.7 Teachers are not entitled to severance pay if:

- a) they have completed less than 12 months continuous service;
- b) they are employed for a specified period of time, for a specified task, or for the duration of a specified season when that specified period of time ends;
- c) they are terminated because of serious misconduct;
- d) they are employed as a Relief Teacher;
- e) a training arrangement applies (other than an apprenticeship) and the employment is for a specified period of time or for any reason limited to the duration of the training arrangement;
- f) there is a transfer of employment where a Teacher accepts employment with the new Employer who agrees to recognise the Teacher's service with the Employer; or
- g) there is a transfer of employment and a Teacher rejects an offer of employment with the new Employer which recognises the Teacher's service with the Employer and the terms and conditions of employment offered are on an overall basis no less favourable than those provided by the Employer.

CEWA & Catholic Principals won't pay a part-time teacher who has their FTE reduced by over 25% without their consent a partial redundancy based on the FTE they lost.

The Award provides partial redundancy to part time teachers.

<p>14. DISPUTE SETTLEMENT PROCEDURE</p> <p>14.1 If a dispute relates to: a) a matter arising under this Agreement; or b) the NES; this clause sets out procedures to settle the dispute.</p> <p>14.2 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Teacher or Teachers concerned and relevant Leadership.</p> <p>14.3 Discussions should commence with a level of supervision or senior position appropriate to the particular dispute. If the dispute is not resolved at that level, discussions should involve the Principal of the school.</p> <p>14.4 If the matter remains unresolved, a party to the dispute may refer the matter to the Fair Work Commission.</p> <p>14.5 Provided the Fair Work Commission is satisfied that clauses 14.2 and 14.3 of this Agreement have been complied with and that genuine attempts have been made to resolve the dispute at the workplace level, the Fair Work Commission must attempt to resolve the dispute by mediation or conciliation.</p> <p>14.6 The Fair Work Commission may deal with the dispute in two stages: a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then: (i) arbitrate the dispute; and (ii) make a determination that is binding on the parties.</p> <p>14.7 Provided that the Fair Work Commission must not make a determination which is inconsistent with this Agreement.</p> <p>14.8 Any party to the dispute may, at any stage, appoint a representative of their choice for the purposes of the procedures in this clause.</p> <p>14.9 At all times whilst a question or dispute is being resolved work will continue.</p>	<p>This clause now more closely mimics the Fair Work Commission’s model dispute settlement procedure clause, and provides a broader scope for getting disputes about the Agreement arbitrated by a third party umpire, and now reflects agreement with an IEU claim.</p>
<p>15. JOINT CONSULTATIVE COMMITTEE</p> <p>15.1 The purpose of the Joint Consultative Committee (the Committee) is to establish cooperative and consultative relationships between the Employer, Employees and their Union based on mutual respect, trust, and preparedness to consider alternative viewpoints.</p> <p>15.2 Within 6 months of the Agreement being registered the Committee will be established comprised of an equal number of representatives, not exceeding four representatives from the Employer and the Union party to this Agreement.</p>	

<p>15.3 The Employer will ensure that Committee meetings are attended by a representation of the Executive relevant to the matter or industrial issue to be discussed.</p> <p>15.4 The Committee will meet once per term, or more often by Agreement between the parties.</p> <p>15.5 The terms of reference are to monitor and consult on:</p> <ul style="list-style-type: none"> a) all matters relating to the Agreement and the NES; b) proactive and best practice workplace safety; c) industrial matters which affect Teachers; and d) changes to the Educational Services (Teachers) Award 2020. <p>15.6 The Committee will also proactively consult on the following ongoing issues:</p> <ul style="list-style-type: none"> a) Job security; b) Career progression; c) Workload balance; and d) Retention and recruitment. 	
<p>PART THREE: WORKLOAD CONDITIONS</p> <p>16. HOURS OF WORK</p> <p>16.1 The Employer recognises that excessive workloads are a psychosocial hazard and that teacher workloads are risk factors that the Employer has a duty to address under the Work Health and Safety Act 2020.</p> <p>16.2 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of work for a full-time Teacher are 38 hours per week averaged over Term Weeks.</p> <p>16.3 The ordinary hours of work for a Teacher during Term Weeks are variable. In return, a Teacher is not generally required to attend for Non-Term Weeks when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.</p> <p>16.4 By the end of the year, the Principal will distribute the school timetable/calendar for the coming year. The new school timetable/calendar will confirm the Term Weeks and the days and hours the school will be open for the following year. The Principal will provide each Teacher with their projected teaching timetable and an indicative schedule of their projected teaching load for the coming year.</p> <p>16.5 The maximum number of days that a Teacher will be required to attend during each school year is 198 days.</p> <p>16.6 The following circumstances are not included when calculating Teacher attendance days:</p> <ul style="list-style-type: none"> a) co-curricular activities that are conducted on a weekend; b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-Term Weeks; c) when the Teacher appointed to a leadership position is performing duties in Non-Term Weeks that are directly associated with the leadership position; 	<p>16.2: This means CEWA and Catholic Principals can make you work more hours over fewer term weeks. This provision is one of the main reasons your union is seeking an Intractable Bargaining Declaration: it is an unacceptable increase to your workload, and is entirely at your Principal's discretion.</p> <p>16.3: It is worth noting here that there is no mention of the five pupil-free days at the end of the Agreement. At all. CEWA and Catholic Principals have refused to put them in the Agreement for over two years, meaning they can be taken from you with the stroke of a pen.</p> <p>CEWA & Catholic Principals have written an EBA that makes Teachers' workloads even greater.</p>

<p>d) when the Teacher has boarding house responsibilities and the Teacher is performing those duties during Term Weeks and Non-Term Weeks; and</p> <p>e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position.</p> <p>16.7 Teachers may be required to be in attendance for up to 15 minutes before and/or after classes each day.</p> <p>16.8 Of the two school development days at the commencement of each school year, half of one day is reserved for work-related matters at the professional discretion of the Teacher. The timing of the half day block will be determined by the Principal.</p> <p>16.9 Of the flexible pupil free professional development days which occur during the school year, one is reserved for work-related matters at the professional discretion of the Teacher. The timing of the day will be determined by the Principal.</p>	
<p>17. SCHEDULED CLASSROOM TEACHING</p> <p>17.1 The maximum scheduled classroom teaching load for a full-time Teacher is:</p> <p>a) 1280 minutes per week for Primary Teachers (including Kindergarten and Pre-Primary)</p> <p>b) 1280 minutes per week, inclusive of pastoral care group or homeroom, for Secondary Teachers</p> <p>17.2 The maximum scheduled classroom teaching load may be averaged over Term Weeks. For example, a Teacher may have a scheduled classroom teaching load of 1400 minutes one week, and a scheduled classroom teaching load of 1160 minutes the following week, giving an average scheduled classroom teaching load of 1280 minutes over the fortnight.</p>	<p>17.2: Your scheduled classroom teaching time can be increased at certain points of the school year, with no commitment to a similar increase in your DOTT time.</p>
<p>18. DOTT</p> <p>18.1 The minimum DOTT provided to full-time Teachers, exclusive of recess and lunchtime is:</p> <p>a) 270 minutes per week for Primary Teachers (including Kindergarten and Pre-Primary).</p> <p>b) 330 minutes per week for Graduate Primary Teachers in their first two years of teaching. This will take effect from 1 January 2024 for first year Graduate Primary Teachers and 2025 for second year Graduate Primary Teachers.</p> <p>c) 320 minutes per week for Secondary Teachers.</p> <p>d) 320 minutes per week plus one additional period for Graduate Secondary Teachers. This will take effect from 1 January 2024 for first year Graduate Secondary Teachers and 2025 for second year Graduate Secondary Teachers.</p> <p>18.2 Teachers, in consultation with the Principal, may reasonably be required to bank DOTT which must be returned to the Teacher within two terms. Within two weeks of banking the DOTT, there will be a discussion as to when the DOTT will be returned.</p>	<p>18.5: CEWA and Catholic Principals continue to reject the IEU members' claim for additional 15 minutes DOTT for secondary teachers developing IEPs. To make matters worse, the requirement for the teacher to be responsible for all learning areas is so prescriptive that virtually no teacher will meet the requirements to access this time. This is a rejection of an IEU claim.</p> <p>18.6(c): It is clear that in keeping this arrangement, CEWA & Catholic Principals are looking at the difference</p>

<p>18.3 When returning banked DOTT, the Employer must consider the relative utility of DOTT at the returned time compared to the time it was banked.</p> <p>18.4 Decisions on the use of DOTT time should not unreasonably impinge upon the capacity of Teachers to focus on teaching, learning and assessment. For example, DOTT time should not be regularly timetabled to conflict with regularly scheduled school activities such as assemblies.</p> <p>18.5 A Teacher who is required to develop and/or adjust an Individual Education Plan (IEP) across all learning areas for a student with disability funded through the Australian Education Act Recurrent Funding who requires environmental, instructional and curriculum adjustments shall be given an additional 15 minutes DOTT per student per week. This additional DOTT may be banked.</p> <p>Internal Relief</p> <p>18.6 Where normal timetables are disrupted due to teacher absences, Teachers may be called upon to ensure students are afforded an appropriate standard of care. a) In the case of a planned absence the following will be utilised (in order):</p> <ul style="list-style-type: none"> (i) Teachers who have lost their normal scheduled teaching load shall first be allocated an in-lieu class. (ii) Full-time Teachers with less than the maximum scheduled classroom teaching load. (iii) Part-time Teachers will be offered additional hours. (iv) External Relief Teachers will be employed. <p>b) For planned absences:</p> <ul style="list-style-type: none"> (i) In-lieu of the process above, Teachers may make arrangements that are approved by the Employer to have their scheduled classroom teaching covered by mutual agreement. However, the responsibility to ensure classes are covered ultimately belongs to the Principal. (ii) Teachers with a maximum scheduled classroom teaching load cannot be required to undertake relief supervisions. (iii) Reasonable notice shall be given of any requirement or request to undertake relief supervisions. <p>c) In the case of an unplanned absence where the school cannot engage a Relief Teacher the following will be utilised (in order):</p> <ul style="list-style-type: none"> (i) Teachers who have lost their normal scheduled teaching load shall be allocated an in-lieu class. (ii) Full-time Teachers with less than the maximum scheduled classroom teaching load. (iii) Other Teachers may be required to undertake relief supervision. In such circumstances time off in Lieu (TOIL) or banking DOTT will be given for agreed work undertaken at a mutually convenient time. (iv) Schools are to determine relief supervisions on an equitable basis. 	<p>between paying a willing part-time teacher to engage in more work and engaging a potentially unwilling full-time teacher at no cost, they would prefer the latter than the former. This is a rejection of an IEU claim.</p>
<p>19. CO-CURRICULAR ACTIVITY</p>	<p>19.1 This creates a requirement for you to do another 40 hours of unpaid, unrecognised work outside of school</p>

<p>19.1 The Principal may require a Teacher to engage in reasonable Co-curricular activities totalling up to a maximum of 40 hours per year spread over the year. Time spent performing Co-curricular activities does not form part of the 38 hour week.</p> <p>19.2 Paid time worked or time off in lieu (TOIL) will be given for agreed Co-curricular activities done in excess of the 40-hour maximum.</p>	<p>time. This time, according to CEWA & Catholic Principals , does not contribute to your ordinary working hours. Whilst the co-curricular definition is broad, it means you can be expected to attend 40 hours of Masses, sports training, camps, musical performances, exhibitions, etc. before CEWA will even think about compensating you for your time.</p> <p>19.2: The IEU's claim for an allowance or time off in lieu for camps, significant excursions, etc. has been rejected, as access to the provision is dependent upon a commitment of 40 hours of other co-curricular without compensation being done first.</p>
<p>20. PARENT-TEACHER MEETINGS</p> <p>20.1 It is acknowledged that parent/carer interviews with individual Teachers occur from time to time.</p> <p>20.2 Teachers may be required to conduct up to two formal interviews/meetings with parent/carers outside the Normal School Day or Normal Operating Hours each year to discuss students' progress.</p> <p>20.3 The agenda, venue and timing of these meetings will be determined in full and proper consultation with Teachers and will be scheduled on the school calendar at the beginning of the school year. The final responsibility to ensure meetings occur rests with the Principal.</p> <p>20.4 The parent-teacher meetings may be held face to face, via telephone or Teams.</p>	
<p>21. MEAL BREAK</p> <p>21.1 A teacher who works five (5) consecutive hours or more is entitled to a 20 minute paid meal break free from all duties. This meal break will be taken at a mutually convenient time and is included in the 38 hour week and not included in maximum scheduled classroom teaching or DOTT.</p> <p>21.2 The Employer may propose, and an affected Teacher(s) may agree to, an alternative arrangement (specified in writing). Such alternative arrangement cannot be implemented if the affected Teacher does not agree, and any such agreement will only be effective for that school year.</p>	<p>21.2: This provision allows a teacher to trade away this time, providing another avenue for a Principal to apply pressure on teachers already dealing with pressure to take on more playground duty.</p>
<p>22. PLAYGROUND SUPERVISION</p> <p>22.1 Playground supervision should be scheduled fairly and equitably between staff.</p>	<p>22.1: Nowhere in the proposed Agreement is recess mentioned, including whether teachers are entitled</p>

<p>22.2 A Part-Time Teacher's duty allocation will be in the same proportion to their teaching load as that of a full-time teacher.</p>	<p>to the time as a break or how duties are to be managed and distributed.</p>
<p>23. STAFF MEETINGS 23.0 The Principal can require Teachers to attend staff meetings outside student instruction time totalling up to 15 hours per term, with no meeting exceeding one hours' duration unless otherwise agreed in consultation with Teachers. 23.1 Staff meetings may include meetings of groups of Teachers working in professional learning communities, phases/year levels of learning, departments, and/or learning areas. 23.2 Planning for staff meetings will take into consideration family responsibilities, professional and personal development commitments and the flexible hours arrangements. 23.3 Teachers who cannot attend a scheduled whole of staff meeting will be provided with access to agendas, minutes, and tabled documents. 23.4 A part-time Teacher cannot be required to attend a staff meeting or School Development Day on a day that the Teacher would not ordinarily work. Where the Principal requests a part-time Teacher to attend on a day they would not ordinarily work, and the Teacher agrees, the Teacher will be paid for the time they are required to attend.</p>	<p>23.0: A provision in this clause allows for the cap on meeting times to be overridden if with consultation. This creates an unacceptable potential for teachers to be pressured by Principals into having more and longer meetings outside school hours.</p>
<p>24. RIGHT TO DISCONNECT 24.1 Teachers are not required to initiate, read or respond to electronic or other communication from school staff, parents or community members outside of working hours or when not on site. This includes time when staff members are on personal leave, approved leave, public holidays, professional development and student vacation time. 24.2 This does not apply in the case of an emergency, or where there are staffing or health related issues where failure to communicate could lead to Teachers being disadvantaged.</p>	<p>This clause is agreed and is acceptance of an IEU claim.</p>
<p>25. HOURS OF WORK – EARLY CHILDHOOD SERVICE 25.1 Clauses 16 to 23 of this Agreement do not apply to Teachers employed in an Early Childhood Service which operates for 48 or more weeks per year. 25.2 The following provisions only apply to Teachers working within an Early Childhood Service which operates for 48 or more weeks per year. 25.3 A full-time Teacher's ordinary hours of work will be 38 per week which may be averaged over a period of four weeks. 25.4 The ordinary hours of work will be worked between 6.00 am and 6.30 pm, between Monday and Friday, and will not exceed eight hours on any day. 25.5 Subject to the provisions of clause 25, by agreement between an Employer and a Teacher, a Teacher may be rostered to work up to a maximum of 10 hours in any one day.</p>	<p>This clause mimics the provisions for early childhood services in the Award, and is not disputed.</p>

<p>25.6 An Employer is required to provide a paid meal break of between 20 and 30 consecutive minutes to a Teacher who is engaged or rostered to work for more than five hours on a day. Such meal break will start no later than five hours after the Teacher commenced work on that day and will not count as time worked.</p> <p>25.7 By agreement with the Employer, a Teacher may leave the premises or elect not to be on call during the meal break. In that case the meal time will not count as time worked and nor will payment be made for that time.</p> <p>25.8 A Teacher will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours at 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter.</p> <p>25.9 Notwithstanding clause 25.8 of the Agreement, part-time Teachers who agree to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service.</p> <p>25.10 No part-time Teacher may work in excess of eight hours in any day without the payment of overtime.</p> <p>25.11 A Teacher and Employer may agree in writing to the Teacher taking time off instead of being paid for a particular amount of overtime that has been worked by the Teacher. The period of time off that a Teacher is entitled to take is the same as the number of overtime hours worked. Example: By making an agreement under this clause a Teacher who worked two overtime hours is entitled to two hours' time off.</p>	
<p>26. REQUEST TO REVIEW WORKLOAD</p> <p>26.1 Where a Teacher believes their workload has become unfair or unreasonable, the first action is to approach their direct line manager for discussion, support and/or intervention.</p> <p>26.2 If a satisfactory outcome cannot be achieved, the Principal should be formally approached. If the matter is not resolved within a reasonable period of time the Teacher may raise the issue under the Dispute Settlement Procedure outlined at Clause 14 of this Agreement.</p>	
<p>27. VOCATIONAL EDUCATION AND TRAINING TEACHERS</p> <p>27.1 Vocational Education and Training Teachers will be given the opportunity to maintain or upgrade to the Certificate IV Training and Assessment qualification as required, with course costs to be paid by the Employer.</p>	<p>This change reflects partial agreement with an IEU claim, but does not address aspects of the claim relating to the administrative workload experienced by VET teachers in dealing with external authorities.</p>
<p>28. INDIVIDUAL FLEXIBILITY</p>	

<p>28.1 Notwithstanding any other provisions of this Agreement, a Teacher and the Employer may agree to vary the effect of this agreement to meet the genuine individual needs of the Teacher and the Employer.</p> <p>28.2 The terms that a Teacher and the Employer may agree to vary the effect of are those concerning: a) hours of work; and b) allowances.</p> <p>28.3 Any arrangement for individual flexibility under this clause must be genuinely agreed to by the Teacher and the Employer. The arrangement must be in writing and signed by the Employer and the Teacher (including the Teacher's parent or guardian where he/she is under 18 years of age). A copy of the agreement must be given to the Teacher within 14 days of it being agreed to.</p> <p>28.4 The Employer must ensure that the terms of the individual flexibility arrangement: a) are about permitted matters under section 172 of the Fair Work Act 2009; and b) are not unlawful terms under section 194 of the Fair Work Act 2009; and c) result in the Teacher being better off overall than the Teacher would be if no arrangement was made.</p> <p>28.5 The individual flexibility arrangement may be terminated: a) by the Teacher or the Employer giving 28 days notice of termination, in writing, to the other party; or b) at any time, by written agreement between the Teacher and the Employer.</p>	
<p>29. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS</p> <p>29.1 A Teacher shall be entitled to requests for flexible working arrangements in accordance with the NES.</p>	
<p>PART FOUR: LEAVE CONDITIONS</p> <p>30. ANNUAL LEAVE</p> <p>30.1 A Teacher is not normally required to attend for periods of time when the students are not present, including term and Christmas vacation breaks, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance. The Teacher's absence during Non-Term Weeks is inclusive of the 4 weeks' annual leave as provided for by the NES.</p> <p>30.2 Teachers are not entitled to annual leave loading, which has been incorporated into the Minimum Annual Rate of Salary.</p> <p>30.3 This clause does not apply to Teachers working at an Early Childhood Service in accordance with clause 31 of this Agreement.</p>	
<p>31. ANNUAL LEAVE – EARLY CHILDHOOD SERVICE</p> <p>31.1 A Teacher may take annual leave in accordance with the NES.</p> <p>31.2 Annual leave may be taken by agreement between the Teacher and the Employer, provided that the Employer will not unreasonably refuse a request to take accrued annual leave. When requesting to take annual leave Teachers should provide a minimum of four weeks' notice prior to the intended start date.</p>	<p>This clause mimics the provisions for early childhood services in the Award, and is not disputed.</p>

<p>Excessive Leave Accruals</p> <p>31.3 A Teacher has an excessive leave accrual if the Teacher has accrued more than 8 weeks' paid annual leave.</p> <p>31.4 If a Teacher has an excessive leave accrual, the Employer or the Teacher may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.</p> <p>31.5 If the Employer has genuinely tried to reach agreement with a Teacher under clause 31.4 but agreement is not reached (including because the Teacher refuses to confer), the Employer may direct the Teacher in writing to take one or more periods of paid annual leave provided that: a) It does not result in the Teacher's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and b) the Teacher is not required to take any period of paid annual leave of less than one week; and c) the Teacher is not required to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and d) it is not inconsistent with any leave arrangement agreed by the Employer and the Teacher.</p> <p>Cashing out of Annual Leave</p> <p>31.6 An Employer and a Teacher may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Teacher.</p> <p>31.7 An agreement made subject to clause 31.6 must state:</p> <p>a) the amount of leave to be cashed out and the payment to be made to the employee for it; and b) the date on which the payment is to be made; and be signed by the Employer and the Teacher.</p> <p>31.8 The payment outlined at clause 31.7a) must not be less than the amount that would have been payable had the Teacher taken the leave at the time the payment is made.</p> <p>31.9 An agreement made under clause 31.6 must not result in the Teacher's remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>31.10 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>31.11 The Employer must keep a copy of any agreement under clause 31.6 as an employee record.</p>	
<p>32. CATHOLIC DAY</p> <p>32.1 All full-time and part-time Teachers are reasonably expected to participate in co-curricular Catholic events and functions that occur outside ordinary hours of work. For part-time Teachers, this expectation relates to a proportionate amount of such events and functions as expected of a full-time Teacher.</p> <p>32.2 Such events and functions include, but are not limited to, liturgies, mass, and sacramental programs.</p>	

<p>32.3 In recognition for a Teacher's attendance at such events and functions, all full-time and parttime Teachers will be entitled to Catholic Day.</p> <p>32.4 Catholic Day is:</p> <p>a) One extra day of paid leave, additional to any other leave entitlements under this Agreement.</p> <p>b) Not cumulative and is not paid out on termination of employment.</p> <p>32.5 The individual Catholic School will determine when Catholic Day will be held during the school year and will publish the date when publishing term dates.</p> <p>32.6 Where Catholic Day does not fall on a part-time Teacher's usual rostered day of work, the Principal will provide an alternative day of leave.</p>	
<p>33. COMMUNITY SERVICE LEAVE</p> <p>33.1 Teachers are entitled to community service leave in accordance with the NES and relevant State Legislation.</p> <p>33.2 Where a full-time or part-time Teacher is required to attend Jury Duty the Employer will continue to pay the Teacher in accordance with the Juries Act 1957.</p> <p>33.3 Where a Relief Teacher is required to attend Jury Duty, the Employer will pay the Teacher if there was a reasonable expectation of work during the period for which they attended Jury Duty in accordance with the Juries Act 1957.</p> <p>33.4 Where a Teacher attends a voluntary emergency management activity they will be paid at their ordinary rate of pay for the ordinary hours the Teacher was scheduled to work.</p> <p>33.5 To be entitled to community service leave Teachers must provide proof to satisfy a reasonable person that they have been or will be engaged in an eligible community service activity. Teachers on jury service are required to provide an attendance certificate.</p>	<p>This clause effectively deals with Jury Duty and voluntary emergency management leave, but does not include blood donor/plasma leave, defence reserve service leave, or international sporting leave as claimed by the IEU. The Fair Work Act 2009 requires employers to provide paid leave for jury duty and unpaid voluntary emergency management leave.</p>
<p>34. COMPASSIONATE LEAVE</p> <p>34.1 Teachers are entitled to three days compassionate leave per occasion (in accordance with the NES, as outlined in this clause) where a member of their immediate family or household: a) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life; or b) dies.</p> <p>34.2 Compassionate leave is payable at the Teacher's base rate of pay for the ordinary hours the Teacher would have worked had they not proceeded on the leave.</p> <p>34.3 To be entitled to compassionate leave the Teacher must provide the Employer with evidence to satisfy a reasonable person of the illness, injury or death. The Employer may require the Teacher to provide proof to satisfy a reasonable person of the relationship between the Teacher and the person they are taking compassionate leave for.</p>	<p>This is an increase in the current entitlement of two days, but short of the IEU's claim of eight.</p>
<p>35. CULTURAL AND CEREMONIAL LEAVE</p>	

<p>35.1 A Teacher who identifies as Aboriginal or Torres Strait Islander is entitled to ceremonial leave:</p> <ul style="list-style-type: none"> a) Connected with the death of a member of the immediate family or extended family (provided that no Teacher shall have an existing entitlement reduced as a result of this clause); or b) For other ceremonial and cultural obligations under Aboriginal and Torres Strait Islander lore. <p>35.2 Where ceremonial leave is taken for the purposes outlined in clause 35.1, up to four days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination.</p> <p>35.3 Ceremonial leave granted under this clause is in addition to compassionate leave granted under clause 34.</p> <p>35.4 Teachers may be required to provide reasonable evidence to support their entitlement to be absent on ceremonial leave.</p>	
<p>36. DEFERRED SALARY SCHEME</p> <p>36.1 Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.</p> <p>36.2 Eligibility</p> <ul style="list-style-type: none"> a) Ongoing Teachers who have Continuous Service within a Catholic Schools for a minimum of two years, including full-time and part-time Teachers, are eligible to apply. b) Approval of applications will be determined by the Employer based on the needs and requirements of the school. <p>36.3 Period of Leave</p> <ul style="list-style-type: none"> a) The period of leave will be for 12 months, from 1 January to 31 December. b) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed in clause 40 of this Agreement. c) Should alternative employment be sought during the year of leave, the Teacher is to advise the Employer. <p>36.4 Payment of Salary</p> <ul style="list-style-type: none"> a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a Teacher's normal fortnightly salary plus any associated allowances. In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in a lump sum payment; or two payments. b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser. 	<p>There is no substantive change in the scheme from the previous agreement, and is not disputed.</p>

c) It should be noted that interest is not paid on amounts accumulated during the accrual period. Interest accrued will be utilised to offset the administrative costs of the fund.

36.5 Suspension of Contributions

a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

b) A participant may elect to suspend contributions for a period of less than 12 months once during the accrual period. This will also reduce the accrued payment in the year of leave.

c) The Employer retains the discretionary authority to approve suspension for a period of 12 months at the request of the participant. Such a suspension will extend the taking of the year of leave by one year.

36.6 Withdrawal

a) The participant may withdraw from the scheme at any time by notifying the Employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may therefore apply.

36.7 Long Service Leave, Personal Leave and Increment Entitlements

a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The year of leave, is a non-accrual period.

b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/semester of the sixth year.

36.8 Workers' Compensation

a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. Participants in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

b) Any period of suspension due to workers' compensation shall be undertaken in accordance with clause 36.5.

c) During the year of leave, the participant is not covered by workers' compensation.

36.9 Superannuation Employer superannuation contributions are paid according to the Superannuation Guarantee (Administration) Act 1992. Accordingly, the Employer Superannuation Guarantee (SG) will be paid at the relevant SG rate, as determined by the Australian Taxation Office (ATO), based on 80% of salary paid during the four years of the deferred salary scheme deductions and then paid at the relevant SG rate during the period of leave. The SG dollar value paid to the

<p>nominated and registered superannuation fund in accordance with the Act, is calculated by multiplying the SG rate applicable at the time of taking the year of leave by the total amount of salary collected during the four year accrual period. 36.10 Fund Management The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the year when leave is taken, the accumulated amount will be paid through payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.</p> <p>36.11 Portability</p> <p>a) Teachers can maintain their participation in the scheme should they transfer their employment between Employers.</p> <p>b) The Teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.</p> <p>c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.</p> <p>36.12 Implementation Date</p> <p>a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.</p> <p>b) Schools will endeavour to notify the Teacher of the result of their applications by October of the same year.</p>	
<p>37. DISCRETIONARY LEAVE DAY</p> <p>37.1 All full-time and part-time Teachers who have completed at least 12 months continuous service with a Catholic School will be entitled to a Discretionary Leave Day.</p> <p>37.2 A Discretionary Leave Day is:</p> <p>a) One extra day of paid leave per year, additional to any other leave entitlements under this Agreement.</p> <p>b) Not cumulative and is not paid out on termination of employment.</p> <p>37.3 Teacher's must provide a minimum of four weeks' notice when requesting to take a Discretionary Leave Day.</p> <p>37.4 The taking of a Discretionary Leave Day is subject to the approval of the Employer considering the operational requirements of the Catholic School and this discretion is not to be harshly or unfairly exercised.</p>	<p>This reflects partial agreement with an IEU claim of two days.</p>
<p>38. FAMILY AND DOMESTIC VIOLENCE LEAVE</p>	<p>This clause reflects the requirement under the Fair Work Act 2009 for employers to provide ten days of paid</p>

<p>38.1 In accordance with the NES, a Teacher experiencing family and domestic violence is entitled to ten days per year paid family and domestic violence leave, which may be taken if the Teacher needs to do something to deal with the impact of the family and domestic violence.</p> <p>38.2 A Teacher who is required to support a member of their Immediate Family or Household experiencing family and domestic violence may access the entitlements pursuant to clause 38.1 to provide care and support to that person to accompany them to attend medical appointments, legal proceedings and other activities related to family and domestic violence.</p> <p>38.3 Paid family and domestic violence leave will not accrue from year to year and will not be paid out on termination of the employment of the Teacher.</p> <p>38.4 Teachers may be required to provide evidence that would satisfy a reasonable person to support their entitlement to access paid family and domestic violence leave.</p>	<p>family and domestic violence leave per year.</p>
<p>39. INFECTIOUS DISEASES LEAVE</p> <p>39.1 A Teacher is entitled to leave with pay where a medical practitioner certifies that the Teacher, as a direct result of exposure during the course of carrying out their duties contracts one of the following infectious diseases through contact in the workplace:</p> <ul style="list-style-type: none"> a) German measles; b) Chickenpox; c) Measles; d) Mumps; e) Glandular fever; f) Scarlet fever; g) Whooping cough; h) Rheumatic fever; i) Hepatitis; or j) Any infectious disease as declared by the State or Federal Government that poses a risk to the health of employees. <p>39.2 The Teacher must produce a medical certificate which specifically names the disease, and the Teacher shall request in writing that the leave not be debited against personal leave.</p>	<p>39.1(j): This provision allows for pandemics and epidemics to be covered under the provision of this clause, meaning agreement with an IEU claim.</p>
<p>40. LEAVE WITHOUT PAY</p> <p>40.1 A Teacher may apply for leave without pay, the granting of such leave is at the discretion of the Employer.</p> <p>40.2 A Teacher applying for leave without pay must state the period of leave sought and the reason for the leave being sought.</p> <p>40.3 The maximum period for which leave is granted under this clause shall be one year.</p>	

<p>40.4 Should alternative employment be sought during the period of leave, the Teacher is to advise the Employer.</p> <p>40.5 Leave without pay does not break a Teacher's Continuous Service but it does not count towards the Teacher's Continuous Service for any purposes of this Agreement.</p> <p>40.6 If a Teacher is granted leave without pay the question of the Teacher's specific duties on return to work shall be considered before the granting of such leave and any arrangements documented. If no prior arrangement is made a Teacher upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.</p>	
<p>41. LONG SERVICE LEAVE</p> <p>41.1 As from 1 January 1995, a Teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates:</p> <p>a) up to ten years of continuous service, 1.3 weeks for each year of service;</p> <p>b) for each subsequent year, 1.86 weeks for each year of service.</p> <p>41.2 Subject to clause of this Agreement, a Teacher who has completed a minimum of 8 years continuous service shall be entitled to take such accumulated leave entitlement.</p> <p>41.3 For any service prior to 1 January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Independent Schools' Teachers' Award (1976).</p> <p>41.4 A Teacher must apply for and take long service leave in accordance with the provisions outlined at clause 41.11 and no later than two years after the date on which an entitlement to 13 weeks' long service leave has accrued.</p> <p>41.5 The process for taking leave shall be as follows:</p> <p>a) The Employer shall advise the Teacher of their impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due.</p> <p>b) The Teacher shall advise the Employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave.</p> <p>c) Where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.</p> <p>41.6 Where the continuous service of a Teacher during the period of accrual contains any period which is less than full time then that Teacher's entitlement shall be calculated as follows:</p> <p>a) the number of weeks accrued shall be in accordance with clause 41.1; and</p> <p>b) payment for the period accrued shall be the average that the Teacher's hours bears to that of a full time Teacher over the accrual period.</p> <p>41.7 The Teacher continues to accrue long service leave entitlement for any period during which the Teacher is absent on full pay from their duties; long service leave does not accrue for any period exceeding two weeks during which the Teacher is absent on unpaid leave.</p>	<p>41.1: There are no increases in the accrual rates and the access points beyond what you already have, in rejection of an IEU claim.</p> <p>41.17: This new provision means that if you don't nominate when you intend to take your leave quickly enough, the Principal can force you to take your long service leave and tell you when you take it.</p>

41.8 For the purposes of calculating long service leave entitlement the Employer shall allow a break of service up to two terms without penalty to the Teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that Teacher's entitlement.

41.9 Annual leave observed by the school shall count for the purposes of calculating a Teacher's entitlement to long service leave.

41.10 Any public holiday which occurs during the period a Teacher is on long service leave shall not be treated as part of the long service leave and extra days in lieu thereof shall be granted.

41.11 Where a Teacher has become entitled to a period of long service leave in accordance with the clause, the Teacher shall commence such leave as soon as possible after the accrual date, but no later than two years after the accrual date, by one of the following options, at a time mutually agreed between the Employer and the Teacher:

- a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- c) with the agreement of the Employer, as a term with the excess entitlement being paid in lieu; or
- d) with the agreement of the Employer, a Teacher is entitled to take accumulated long service leave usually in minimum periods of one week. The Employer and Teacher are not prevented from entering into an agreement at any time, without the requirement to give notice as per clause 41.5, allowing the Teacher to take a series of short periods of leave of less than a week each time.

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

41.12 Payment for long service leave shall be made at the same time as the Teacher's salary would have been paid if the Teacher had remained at work or paid in advance if requested in writing by the Teacher.

41.13 Where a Teacher has completed at least seven continuous years of service and employment is terminated by:

- a) the Teacher's death; or
- b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of clause 41.1.

41.14 In the case to which clause 41.13 applies, and in any case in which the employment of the Teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the Employer shall pay:

- a) upon termination of employment otherwise than by death, pay to the Teacher; or
- b) upon termination of employment by death, pay to the authorised representative of the Teacher; a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for

<p>such termination. Such payment shall be deemed to have satisfied the obligation of the Employer in respect of leave hereunder.</p> <p>41.15 Accrued long service leave entitlements are portable between Catholic Schools and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.</p> <p>41.16 Where a Teacher is ill during a period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence that would satisfy a reasonable person that as a result of illness or injury the Teacher was confined to their place of residence or a medical facility for a period of at least 14 consecutive calendar days, the Employer shall grant personal leave for the period during which the Teacher was so confined and reinstate long service leave equivalent to the period of confinement.</p> <p>41.17 If a Teacher fails to apply for leave in accordance with clause 41.5 of this Agreement, the Employer may direct a Teacher to take long service leave and may determine the date on which such leave commences or the Teacher can agree with their Employer to cash out all or a portion of their long service leave in accordance with clause 41.18.</p> <p>41.18 Cash out of Long Service Leave</p> <p>a) A Teacher may by agreement with their Employer, cash out any portion of an entitlement to long service leave.</p> <p>b) Where a Teacher cashes out any portion of an entitlement to long service leave in accordance with this clause, the entitlement accessed is excised for the purpose of continuous service.</p> <p>c) Teachers should seek financial advice at their own cost with regard to the effects on taxable income and/or superannuation arrangements prior to making a request for cashing out of long service leave.</p>	
<p>42. PARENTAL LEAVE</p> <p>42.1 Entitlement to Parental Leave</p> <p>a) Except as outlined in this clause, Teachers are entitled to parental leave in accordance with the NES.</p> <p>b) Teachers are eligible for parental leave entitlements in accordance with the below table. Teachers are entitled to an extension of up to 12 months leave in accordance with the NES.</p> <p>Parental Leave 12 to 36 months service > 36 months service Entitlement Up to 12 months Up to 24 months Extension Entitlement Up to 12 months Up to 12 months</p> <p>42.2 Paid Parental Leave</p> <p>a) A Teacher who:</p>	<p>42.4: The requirement to give ten term weeks' notice of your intention to take parental leave – and to give notice of your intention to extend parental leave – is more onerous than the requirement set by ALL other employers and the Fair Work Act</p> <p>After all, pregnancies rarely line up with term time.</p>

(i) is the primary carer; and
(ii) has completed 24 months' Continuous Service
is entitled to up to 14 weeks paid parental leave.

b) Primary carer is the person who has, or will have, primary responsibility for the care of the child. The Employer may request reasonable evidence of the Teacher's primary carer status for example, a statutory declaration.

c) Where the Teacher is a member of a Teacher couple, only one Teacher may make a claim for paid parental leave under this clause.

d) The paid parental leave shall be paid fortnightly from the commencement of parental leave, or otherwise by agreement with the Employer.

e) The period of paid parental leave will count as service for the purposes of long service leave and personal/carer's leave accrual and annual salary increments.

f) The 14 week period of the paid parental leave will be inclusive of any public holidays which fall within that period.

g) Employer superannuation contributions will continue to be paid on behalf of the Teacher during any period of paid parental leave.

h) A Teacher who is not the primary carer, and has completed 24 months' continuous service, is entitled to paid parental leave of up to ten consecutive working days, within six months of the birth of a child, or placement of a child in the case of adoption.

i) Any holiday pay adjustment required as a result of the parental leave shall be made at the commencement of the parental leave.

j) The rate of salary to be applied to the paid parental leave shall be the Teacher's weekly rate of salary at the time of commencing parental leave.

k) If the pregnancy results in a stillbirth, as defined in the NES, or the child dies within 24 months' of the date of birth, the entitlement to the paid parental leave under this clause shall still apply.

42.3 Subsequent Pregnancy

a) Where a Teacher has an entitlement to paid or unpaid parental leave in accordance with clause 42.2 any subsequent pregnancy prior to returning to work will be deemed a new and separate period of parental leave of 14 weeks.

b) The Teacher is entitled to paid and unpaid parental leave in accordance with this clause.

42.4 Notice requirements for parental leave

a) A Teacher applying for parental leave under this clause must give at least 10 working weeks' (term time) notice wherever possible, unless otherwise agreed with the Employer.

42.5 Leave Extension

a) A Teacher who requests an extension of their leave as per clause 42.1b) must make their request to the Employer in writing at least 10 working weeks (term time) before the end of the Teacher's initial period of unpaid parental leave, unless otherwise agreed with the Employer.

<p>b) The Employer must respond in writing within 21 days, detailing their reasons in writing whether they grant or refuse the request. The Employer can only refuse if:</p> <ul style="list-style-type: none"> (i) They have given the Teacher a reasonable opportunity to discuss their request. (ii) There are reasonable business grounds to do so. <p>42.6 Return to work</p> <p>a) A Teacher shall confirm their intention to return to work at least 10 working weeks' (term time) prior to the conclusion of parental leave wherever possible.</p> <p>42.7 Fixed term Teacher</p> <p>a) A fixed term Teacher is entitled to parental leave in accordance with this clause, however, the period of parental leave granted shall not extend the term of the fixed term contract, nor does it guarantee renewal or ongoing employment.</p> <p>b) Where an ongoing Teacher is engaged on a fixed term contract for a specific role, the period of parental leave granted shall not extend the term of the fixed term contract role, unless otherwise agreed with the Employer.</p> <p>c) The Employer should discuss with the Teacher the impact of the parental leave period on the fixed term contract prior to the parental leave commencing.</p> <p>42.8 Other work during parental leave</p> <ul style="list-style-type: none"> a) Teachers are not permitted to undertake any other work whilst on paid parental leave. b) Teachers may undertake work at any school covered by this Agreement during the period of unpaid parental leave, without it impacting on the period of unpaid parental leave or keeping in touch days under the NES. 	
<p>43. PERSONAL / CARER'S LEAVE</p> <p>43.1 Teachers are entitled to 13 days paid personal/carer's leave for each year of completed service with the Employer which can either be taken as personal leave or carers' leave in accordance with the NES, as outlined in this clause.</p> <p>43.2 Personal/carer's leave accrues progressively during a year of service according to the ordinary hours of work but does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or period of stand down).</p> <p>43.3 Unused paid personal/carer's leave accumulates from year to year but is not paid on termination.</p> <p>43.4 Paid personal/ carer's leave is paid at the Teacher's base rate of pay for the ordinary hours the Teacher would have worked during the period of leave.</p> <p>43.5 Where a public holiday falls during a period of paid personal/ carer's leave the Teacher is taken not to be on personal/carers leave on that day. Personal Leave</p>	<p>CEWA & Catholic Principals refused to increase personal leave days, many PROGRESSIVE employers have increased to 15 days (with 2 days non-cumulative).</p>

<p>43.6 A Teacher is entitled to paid personal leave if they are not fit for work because of personal illness or personal injury. Paid personal leave is deducted from the Teacher's accrued entitlement to paid personal/carer's leave.</p> <p>Carer's Leave</p> <p>43.7 A Teacher is entitled to paid or unpaid carers leave to provide care or support to a member of their immediate family or household because of: a) personal illness or personal injury affecting the member; or b) an unexpected emergency affecting the member.</p> <p>43.8 Paid carer's leave is deducted from the Teacher's accrued paid personal/carer's leave.</p> <p>43.9 Teachers (including Relief Teachers) are entitled to a period of up to two days unpaid carer's leave per occasion. Full-time and part-time Teachers are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave. Notification and Evidence Requirements</p> <p>43.10 Teachers are required to notify the Employer or as soon as possible of their inability to attend work, the estimated duration of the absence and the reason for the absence. This should occur before the commencement of the Teacher's start time.</p> <p>43.11 A Teacher may be required to provide to the Employer reasonable evidence of the entitlement to personal and/or carer's leave for any absence of three or more consecutive workdays.</p> <p>43.12 Reasonable evidence may include:</p> <ul style="list-style-type: none"> a) A medical certificate indicating that the Teacher was unfit for work because of personal illness or injury; or b) Where it is not reasonably practicable to obtain a medical certificate, a statutory declaration detailing the same information. 	
<p>44. PUBLIC HOLIDAYS</p> <p>44.1 Public Holidays shall be observed as gazetted for the work location.</p> <p>44.2 Where Teachers are not required to work on a day which they are normally required to work because it is a Public Holiday, they will be paid for the ordinary hours of work on that day in accordance with the NES.</p>	
<p>45. SPECIAL LEAVE</p> <p>45.1 A Teacher shall on sufficient cause being shown, be granted special leave with pay.</p> <p>45.2 'Sufficient cause' is defined as a matter or situation for which:</p> <ul style="list-style-type: none"> a) no other paid leave is available; and b) no other arrangements can reasonably be made; and c) the absence from duty is required due to pressing necessity. <p>45.3 The period determined at the discretion of the Employer having regard to all the circumstances but would not normally exceed three days for any one instance.</p> <p>45.4 Such discretion is not to be harshly or unfairly exercised.</p>	

<p>46. STUDY LEAVE</p> <p>46.1 The Employer may grant to any Teacher paid leave to undertake an accredited course of study provided by an educational institution or registered training organisation.</p> <p>46.2 In determining whether to grant study leave, the Employer will consider matters such as:</p> <p>a) the relevance of the proposed study to the Teacher’s employment.</p> <p>b) the reasonable operational requirements of the Employer; and</p> <p>c) the alignment to CEWA strategic directions and Quality Catholic Education.</p> <p>46.3 A Teacher may be granted sufficient paid leave to enable travel to and attendance of examinations during normal working hours. This paid leave will commence no earlier than two hours prior to the scheduled examination time and will conclude no later than one hour after the scheduled completion time.</p> <p>46.4 The Employer may grant additional leave with or without pay as considered necessary. Additional leave with pay may be granted in accordance with clause 45.</p> <p>46.5 Teachers may be required to provide reasonable evidence to support their entitlement to be absent on study leave.</p>	
<p>SCHEDULE 1 – LIST OF EMPLOYERS</p> <p>Catholic Education Western Australia Limited (ABN 47 634 504 135)</p> <p>Mazenod College Limited (ABN 53 128 213 267)</p> <p>Servite College Council Inc (ABN 69 356 899 381)</p> <p>Loreto Nedlands Limited (ABN 42 317 652 643)</p> <p>Mercy Education Limited (ACN 154 531 870)</p> <p>John XXIII College Inc (ABN 65 415 939 827)</p> <p>Norbertine Canons Inc (ABN 29 781 711 208)</p> <p>Edmund Rice Education Australia Colleges Ltd (ABN 71 659 944 831)</p> <p>Edmund Rice Education Australia Flexible Schools Ltd (ABN 52 659 978 846).</p> <p>Marist Schools Australia Limited (ABN 76 654 014 794)</p>	
<p>SCHEDULE 2 - PROMOTIONAL POSITIONS</p> <p>(1) Secondary Schools</p> <p>(a) A Teacher appointed to a promotional position in a secondary school shall be placed within one of the following promotion levels in accordance with the duties as prescribed and equivalent level of responsibility. Teaching load and responsibilities may be adjusted to meet the demands of the promotional position.</p> <p>Promotional Level 1</p> <p>Significant responsibility for a large pastoral, administrative or educational area.</p> <p>Promotional Level 2</p>	<p>1(a): CEWA & Catholic Principals has refused to provide examples of roles which may constitute a clear example of each Promotional Level, which provide certainty to both Principals and teachers regarding certain promotional positions. This is a rejection of an IEU claim.</p>

<p>Responsibility for a smaller pastoral, administrative or educational area. Promotional Level 3 Responsibility for a pastoral, administrative or educational area as an assistant or second in charge. Promotional Level 4 Responsibility where supervision of staff and/or students is minimal and/or a co-ordinator of a stand alone subject/course. (b) All allowances relating to promotional positions are minima. (c) The scale of promotional allowances paid shall be based on the promotional level as determined in paragraph (a) clause and the school category as defined in paragraph (d) of this clause. (d) The allowances per annum shall be as follows: (i) From 6 December 2022 (5%): Level Category 1 Enrolment >1000 Students Category 2 Enrolment 601-1000 Students Category 3 Enrolment 300-600 Students Category 4 Enrolment <300 Students Level 1 \$15,725 \$15,012 \$12,682 \$10,144 Level 2 \$11,005 \$10,507 \$8,877 \$7,099 Level 3 \$7,860 \$7,504 \$6,339 \$5,070 Level 4 \$4,718 \$4,504 \$3,805 \$3,042 (ii) From 6 December 2023 (3%): Level Category 1 Enrolment >1000 Students Category 2 Enrolment 601-1000 Students</p>	
--	--

<p>Category 3 Enrolment 300-600 Students Category 4 Enrolment <300 Students Level 1 \$16,197 \$15,462 \$13,062 \$10,448 Level 2 \$11,335 \$10,822 \$9,143 \$7,312 Level 3 \$8,096 \$7,729 \$6,529 \$5,222 Level 4 \$4,860 \$4,639 \$3,919 \$3,133</p> <p>(iii) In addition to the allowances in clause (d) of Schedule 2 of this Agreement, a Teacher appointed to a promotional position in a secondary school is also entitled to receive a Senior Teacher allowance where eligible.</p> <p>(e) Instead of the above, a school may</p> <p>(i) After consultation with the staff; and</p> <p>(ii) with the agreement of the parties to this Agreement introduce a school-based system of promotional positions to replace these arrangements.</p> <p>(2) Primary Schools</p> <p>(a) In schools with enrolments less than 100 students, the whole Special Responsibility Allowance (SRA) must be used for the person who is designated by the Principal to be the person-in-charge when the Principal is absent from the school.</p> <p>(b) In schools with enrolments of 100 and greater, the Principal shall decide the number of positions (e.g. school with enrolment of 150 could have 4 SRAs at 50% allowance each), the duties associated with the position and the level of allowance.</p> <p>(c) A Teacher cannot be provided more than one SRA allowance.</p> <p>(d) SRAs have a maximum tenure of two years and are not portable between Catholic Schools.</p> <p>(f) The allowances per annum shall be as follows:</p> <p>(i) From 6 December 2022 (5%):</p> <p>Enrolment Special Responsibility Allowance Total <100 1 x \$2,984 \$2,984 100 – 300 2 x \$2,984 \$5,968 301+ 3 x \$2,984 \$8,952</p>	
--	--

<p>(ii) From 6 December 2023 (3%): Enrolment Special Responsibility Allowance Total <100 1 x \$3,074 \$3,074 100 – 300 2 x \$3,074 \$6,147 301+ 3 x \$3,074 \$9,221</p>	
<p>SCHEDULE 3 – REMOTE AREA PACKAGE</p> <p>(1) Applicable Rates (a) A Teacher who is supporting an immediate family member shall be paid the full rate and a Teacher who does not support an immediate family member shall be paid the half rate as set out in this schedule. (b) For the purposes of this clause ‘Immediate Family Member’ has the same meaning as in clause 3.9 of this Agreement: (i) who is not in receipt of an income exceeding the separate net income as set by the Australian Taxation Office for the purposes of a tax offset; and (ii) resides within the same household as the Teacher. (c) Where the Teacher is a member of a Teacher couple, the total of the allowances payable to them will not exceed the full allowance rate for the locality in which they are employed.</p> <p>(2) Location Allowance (a) In addition to the salaries prescribed in this Agreement, a Teacher shall be paid the following allowances when employed in the locations described in Table One:</p> <p><i>Table One</i></p> <p>(b) Where a Teacher is on annual leave or receives payment instead of annual leave they shall be paid for that period of such leave the location allowance to which they would ordinarily be entitled. (c) Where a Teacher is on long service leave or other approved leave with pay (other than annual leave) they shall only be paid the location allowance for the period of leave where they remain in the location in which they are employed. (d) Each location allowance shall increase from 1 July each year in line with the Western Australian Industrial Relations Commission Location Allowance General Order.</p> <p>(3) Air Conditioning Reimbursement (a) An air conditioning reimbursement will be paid to Teachers to defray electricity expenses incurred by the running of air conditioners for all months of the year upon presentation of a paid electricity account.</p>	

(b) The air conditioning reimbursement is paid to Teachers on presentation of a paid electricity account.

(c) The reimbursement rate set out in Table Two of this package are subject to annual review of the unit cost of electricity with Horizon Power.

(d) The air conditioning reimbursement per fortnight is as follows:
Table Two

(e) Part-time Teachers receive pro rata reimbursement, dependent upon their part-time fraction.

(f) In those locations where electricity is not charged or is charged at a rate below that prescribed in Table Two, reimbursement for air conditioning will not apply.

(4) Electricity Charges

(a) Where the electricity cost is higher than that charged in areas serviced by Horizon Power, the additional electricity costs in excess of the standard unit costs (over and above the air conditioning reimbursement) are met by the school. The electricity unit cost reimbursement rate is subject to annual review with Horizon Power.

(b) For example, if the electricity costs in town A is 29.94 cents per unit and the standard rate of electricity from Horizon Power is 13.94 cents per unit, the Employer will then cover the difference of 16 cents per unit.

(5) Transportation of Personal Goods and Effects – Relocation Reimbursement

(a) Relocation reimbursement will be within the following allowances:
Table Three

(b) Zones in Table 3 are determined as follows:

(i) Isolated and remote includes: Balgo Hills, Beagle Bay, Bililuna, Lake Gregory/Mulan, Lombadina, Ringer Soak/Yaruman.

(ii) Country towns includes: Boulder, Broome, Derby, Carnarvon, Esperance, Kalgoorlie, Karratha, Kununurra, Mullewa, Port Hedland, Red Hill/Halls Creek, Southern Cross, Wyndham.

(c) This reimbursement applies to the following scenarios:

(i) On appointment – Teachers moving from point of hire to any of the zones in Table Three.

(ii) During employment – Teachers moving from one school to another school within the zones in Table Three, provided 12 months' continuous service has been completed at the originating school.

(iii) During employment – Teachers undertaking a short-term contract of at least 12 months in any of the zones in Table Three, while on leave from another Catholic School.

(iv) On resignation or termination – Teachers moving from any of the zones in Table Three back to point of hire, or other location as agreed with the Principal, provided two consecutive years of service

have been completed at a Catholic School within the zones in Table Three and, in the case of resignation, the Teacher has given the required notice under clause 11.

(d) The new Teacher will arrange transportation of personal effects through the preferred contractor, up to the prescribed amount as stated above, and the account will be forwarded to the school. The cost for transported personal effects over and above the set allocation will be the responsibility of the Teacher.

(e) Transportation of a Motor Vehicle:

(i) One motor vehicle may be transported in addition to the relocation reimbursement, in accordance with the scenarios above at clause (c).

(ii) Motor vehicle includes a car, a utility or a motorcycle but does not include a trailer, a caravan, a boat or a commercial vehicle.

(iii) Transportation of a motor vehicle must be organised through the preferred contractor as per the relocation of personal goods and effects.

(6) Travel Provisions

(a) Teachers will be eligible for reimbursement of travel costs of the Teacher (spouse and children, if applicable) in the following scenarios:

(i) On appointment - Teachers moving from point of hire to any of the locations prescribed in Table One.

(ii) During employment – Teachers moving from one Catholic School to another Catholic School where both schools are in one of the locations in Table One, provided 12 months' continuous service has been completed at the originating school.

(iii) During employment – Teachers commencing a Fixed-Term contract of at least 12 months in any of the locations in Table One, while on leave from another Catholic School.

(iv) On resignation or termination – Teachers moving from any of the locations in Table One back to point of hire, or other location as agreed with the Principal, provided two consecutive years of service have been completed at a Catholic School in a location in Table One and, in the case of resignation, the Teacher has given the required notice under clause 11.

(b) Travel costs will be calculated as follows:

(i) Travel costs will be a standard economy airfare to/from point of hire for the Teacher (spouse and children, if applicable), or the cost of travel by road to/from point of hire, whichever is the lesser.

(ii) The amount reimbursed will not exceed the actual amount paid.

(iii) Travel by road would include an allowance for kilometres travelled at rates in accordance with the Australian Taxation Office approved rate per kilometre travelled.

(c) Christmas Travel

(i) Travel cost of the Teacher (spouse and children, if applicable) will be met during the Christmas annual leave period, provided a Teacher has completed a minimum of 12 months' continuous service in a location as prescribed and is returning to the same school the following year.

- (ii) The total amount reimbursed for travel costs will not exceed the actual amount paid.
- (iii) Travel by air will be reimbursed based on standard economy airfare to Perth for the Teacher (spouse and children, if applicable). The cost of the standard economy airfare is determined by the Department of Education and communicated to applicable schools each year.
- (iv) Travel by road will include an allowance for kilometres travelled at rates in accordance with the Australian Taxation Office approved rate per kilometre travelled.
- (v) Reimbursement shall apply to the kilometres travelled or the cost of the airfare(s) whichever is the lesser.
- (vi) Should the Teacher travel by road and their spouse and children (if applicable) travel by air, the total amount reimbursed will not exceed the amount paid if the Teacher (spouse and children if applicable) travelled by air.
- (vii) A Teacher may elect to travel elsewhere than to Perth and, in that event, shall be paid the cost of travel up to an amount not exceeding the value of benefits to which the Teacher is entitled under this clause. The estimated cost of these benefits shall be based on the average cost of return flights to Perth during the Christmas period, reviewed by the Employer annually and provided to schools at the commencement of the school year.
- (viii) Approval for all road travel is at the discretion of the Principal and payment for travel is to be made based on the following conditions:
 1. the journey is by the shortest practicable route;
 2. where two or more Teachers are travelling together only the Teacher who is the owner of the vehicle is reimbursed; and
 3. associated expenses, such as accommodation and meals, are at the expense of the Teacher.
- (ix) Should a Teacher wish to travel outside Western Australia, the equivalent standard economy airfare (including spouse and children, if applicable) to Perth will be payable to the Teacher after producing to the Principal alternative travel documentation. If travel is to be undertaken by vehicle the equivalent road travel allowance to Perth will be paid.
- (d) Group 4 School Mid Semester Travel
 - (i) Teachers employed in Group 4 schools as outlined in clause 7 (b) will receive two return flights to Broome, Katherine or Darwin per year, to be used at the end of Term One, Term Two or Term Three.
 - (ii) The return flight will be arranged by the relevant school in conjunction with Teacher(s) at the school, to ensure the efficient and effective arrangement of relevant flights.
- (7) Financial Incentives
 - (a) Teachers may be eligible for the following Financial Incentives:

Table Four

- (b) Table Four groups are categorised as follows:

- (i) Group 1 – Boulder, Broome, Carnarvon, Esperance, Kalgoorlie, Mullewa and Southern Cross.
 - (ii) Group 2- Derby, Karratha, Kununurra and Port Hedland.
 - (iii) Group 3- Beagle Bay, Lombadina, Red Hill/Halls Creek, Turkey Creek/Warmun and Wyndham.
 - (iv) Group 4 - Balgo Hills, Billiluna, Lake Gregory/Mulan and Ringer Soak/Yaruman.
- (c) Eligibility:
- (i) Part-time Teachers receive pro rata financial incentive, based on their FTE.
 - (ii) Financial incentives are payable pro rata after one terms' continuous service at the same school, or between schools within the same group.
 - (iii) Where a Teacher moves from one group to another group where a financial incentive applies, they shall receive pro-rata financial incentive applicable to each group, provided that overall they have completed one terms' continuous service.
 - (iv) Where a Teacher goes on parental leave, they will receive pro-rata financial incentive, based on length of continuous service, upon return to work at the same school.
- (8) Long Service Leave: Group 2, 3 and 4 schools only
- (a) A Teacher in Group 2, 3 or 4 school as outlined in clause (7) (b) shall be entitled to paid long service leave for each year of service within that school at twice the applicable rate prescribed in clause 41.
 - (b) A Teacher shall be entitled to take the leave entitlement accumulated at clause (8) (a) after completing three years' continuous service in a Group 2, 3 or 4 school.
 - (c) This clause will not preclude a Teacher who has an entitlement to long service leave as per clause 41 of this Agreement from taking such leave while working in a Group 2, 3 or 4 school.
- (9) Additional Leave
- (a) Personal/Carer's Leave
 - (i) Teachers in Group 3 or 4 may access up to five additional days' personal/carer's leave for each completed year of continuous service to access a recognised health facility or service which is located greater than 50 kilometres from the Teacher's residence. Part-time Teachers will receive this entitlement on a pro rata basis.
 - (ii) The five additional days personal/carer's leave may be accessed where the Teacher is ill or injured or for the purposes of carer's leave in accordance with Clause 43.
 - (iii) A Teacher in a Group 3 or 4 school can begin accessing the additional days' personal/carer's leave from their start date provided they do not exceed five days in their first twelve months of employment.
 - (iv) Where the additional five days are accessed, these days are to be debited before the Teacher's cumulative personal/carer's leave.
 - (v) These days are not cumulative or paid out on termination of employment, or portable within schools outside of Group 3 and 4.

(vi) Such additional personal/carer's leave will accrue for the Teacher whilst employed at a school in Group 3 or 4.

(vii) Teachers are required to comply with Clause 43 Notification and Evidence Requirements.

(b) Bereavement Leave

(i) Teachers in Group 3 or 4 may access up to a maximum of ten days paid bereavement leave, subject to the usual requirements as outlined in Clause 34. This is inclusive of the entitlement provided for in Clause 34.

(ii) Where a bereavement requires travel away from a region in Group 3 or 4, the Employer will pay the Teacher's travel costs up to the equivalent of the cheapest available return airfare (at the time) to Perth.

What else is missing?

- The IEU's claim for union noticeboards to provide important information to members and potential members was rejected, with CEWA Ltd stating they wanted to save paper and were concerned about where new noticeboard would go. Considering that CEWA & Catholic Principals appear to have brought in noticeboards to several schools specifically to plaster them with Vote Yes material, the rejection of this claim is particularly galling.
- The IEU's claim for delegate leave has been likewise rejected.
- The IEU's claim for professional development – including mandatory training sessions – to occur within working hours is also rejected.

REMEMBER: IF IT IS NOT WRITTEN IN CEWA & CATHOLIC PRINCIPALS' DRAFT EBA, YOU WON'T GET IT.

