

IEU Comments

Vote **NO** to a **substandard** Enterprise Agreement

Explanation of the changes and key features of the WA Catholic School Teachers Enterprise Agreement 2023

In accordance with the Fair Work Act and to ensure that all teachers understand the proposed WA Catholic School Teachers Enterprise Agreement 2023 this document has been created so that all teachers are made aware of any key changes and features. If approved by you and the Fair Work Commission the new Agreement will replace the following Agreements registered in the Western Australian Industrial Relations Commission:

- The Roman Catholic Archbishop of Perth Teachers Enterprise Bargaining Agreement 2015
- The Roman Catholic Bishop of Broome Teachers Enterprise Bargaining Agreement 2015
- The Roman Catholic Bishop of Bunbury Teachers Enterprise Bargaining Agreement 2015
- The Roman Catholic Bishop of Geraldton Teachers Enterprise Bargaining Agreement 2015
- Congregation of the Missionary Oblates of the Most Holy and Immaculate Virgin Mary Teachers Enterprise Bargaining Agreement 2015
- John XXIII College Inc. Teachers Enterprise Bargaining Agreement 2015
- Loreto Nedlands Limited Teachers Enterprise Bargaining Agreement 2015
- Mercy Education Limited Teachers Enterprise Bargaining Agreement 2015
- Norbertine Canons Incorporated Teachers Enterprise Bargaining Agreement 2015
- Order of Servants of Mary Incorporated (Servite Friars) (Servite College Council Inc) Teachers Enterprise Bargaining Agreement 2015
- Trustees of Edmund Rice Education Australia Teachers Enterprise Bargaining Agreement 2015
- The Trustees of the Marist Brothers Province of Australia Teachers Enterprise Bargaining Agreement 2015

SUMMARY OF KEY FEATURES AND CHANGES

Clause 1 – TITLE

1.1 – The proposed Agreement will be called the **WA Catholic School Teachers Enterprise Agreement 2023** (the Agreement).

Clause 2 – APPLICATION

2.1 – One proposed Agreement only will apply to all Employers listed in Schedule One. A Single Interest Employer Authorisation has been granted by the Fair Work Commission allowing ten separate Employers to all be covered by one agreement.

2.3 – Teachers in senior leadership positions will not be covered by the proposed Agreement however middle leadership, such as those paid a Special Responsibility Allowance or Secondary Promotional Position Allowance will be covered.

Clause 3 – DEFINITIONS

This clause contains definitions of commonly used terms throughout the proposed Agreement.

Clause 4 – PERIOD OF OPERATION

It is proposed that the Agreement will expire three years after the date of registration by the Fair Work Commission. This means that the terms and conditions of this Agreement will be 'locked in' for that period of time and cannot be changed unless approval is given by the Fair Work Commission. After the expiry date the Agreement will continue to operate until a new Agreement replaces it.

4.3 – Negotiations for a new Agreement will commence 6 months before the expiry date of this Agreement.

Clause 5 – RELATIONSHIP TO AWARDS, LEGISLATION AND OTHER INSTRUMENTS

5.1 – This clause means that no part of any Modern Award will apply to the employment relationship. This includes the [Educational Services \(Teachers\) Award 2020](#) (the Modern Award) which is the modern award that would apply to Teachers. The reason for this is to ensure the proposed Agreement can be read by itself without having to refer to the award, this reduces the complexity for you and your Employer. The proposed Agreement is significantly more beneficial overall than the award. **- When the award is excluded from the Agreement, any changes to the Award over the life of the Agreement are not passed onto the employees. If it is not written down in the Agreement, Catholic teachers won't get it. If it is the intention of CEWA and Catholic Principals to provide at least what the Award provides, it could very easily state that Agreement is to be read in conjunction with the Award. However, they have refused to consider this for the entire life of the bargaining.**

5.2 – 5.4 - The [National Employment Standards \(NES\)](#) are minimum employment conditions outlined in the Fair Work Act 2009. This clause has been added to the proposed Agreement to clarify that if there are any provisions in the Agreement that are inconsistent and less beneficial than the NES, then the NES condition will apply.

Clause 6 – CONTRACT OF SERVICE

6.2 (a) – Consistent with the Fair Work Act a full-time Teacher may work 38 hours per week averaged over Term weeks. Specific information regarding workload and instructional hours are included in clause 16 – Hours of Work in the proposed Agreement.

6.2 (b) – Consistent with current practice the Full Time Equivalent (FTE) of a part time Teacher will be based on the proportion of the maximum scheduled classroom teaching load that a full time Teacher may work at that school. The proposed Agreement provides clear examples of how a part-time FTE must be calculated. The amount of Duties Other Than Teaching (DOTT) and other requirements will be based on this FTE. This is not a change from how part-time FTE is calculated in the current Teachers EBA but it does provide more clarity to the method of calculation.

Within the Educational Services (Teachers) Award 2020, a part time Teacher is defined as one who works less than but not more than 90% of the hours of a full time Teacher. In this regard, the proposed Agreement differs slightly from the Modern Award however all part time Teacher entitlements are in proportion to that of a full time Teacher. **This is misleading. The key difference in the Agreement is that a part-timer can be expected to work on average less than 38 hours per week. This wording gives 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.**

6.2 (b) iii – The calculation for the rate of pay for additional hours worked by part-time Teachers has been kept the same as what is currently in place.

6.4 (a) – **The length of time that a fixed term Teacher can be employed for on one contract has been increased.** The criteria for when a Teacher can be placed on a fixed term contract has been refined. For example, if a fixed-term Teacher is replacing a Teacher who has applied for two years parental leave, the fixed-term Teacher can be offered a two year contract. Previously a fixed-term Teacher would only be able to receive multiple one-year contracts. **The Award only allows for fixed-term contracts of one year in length (although this misused by CEWA Ltd over a period of many years). CEWA have also refused to include a job security clause to enshrine a commitment to permanency and reducing fixed-term contracts.**

6.5 – Probation for new Teachers has been reduced from 2 years to 6 months. **This change is only because Catholic employers think they can rely on it to avoid unfair dismissal claims.**

6. 8 – 6.9 – Teachers are required to notify the Employer when they are not able to attend work and the reason for their absence. However, there is no requirement for a Teacher to provide lessons plans to relief teachers or undertake any work during this time.

6.10 – 6.16 – The Fitness for Work clauses has been improved to allow a greater benefit for Teachers. This clause makes specific reference to a Teacher not having to pay any expenses that may be incurred to attend a medical examination. If a Teacher is stood down pending a fitness for work assessment, they will continue to be paid their normal salary and allowances. Previously Teachers had to use their personal/sick leave.

6.17 – The requirement for Teachers to inform their Principal if they are undertaking other employment has been removed.

Clause 7 – CLASSIFICATION AND WAGE RATES

This clause contains the relevant information for increases to minimum rates of salary.

7.1 (a) – These are the new salary tables incorporating the proposed 5% salary increase back paid to 6 December 2022. 7.1 (b) – Until expiry of the proposed Agreement, Teachers will receive a percentage increase to base salary and applicable allowances equivalent to that provided by the WA Department of Education (DoE). From 6 December 2023 the increase to salary and applicable allowances is anticipated to be 3%. However, should the percentage increase to DoE teachers be higher than 3%, Teachers will be paid the difference in percentage salary increases from the time the increase is paid to DoE teachers.

7.1 (c) – Should the proposed Agreement receive a “Yes” vote, a one- off payment will be made to Teachers employed at the time of the vote. Full-time Teachers will receive \$3,000 and part -time Teachers will receive a pro-rata payment based on their FTE at the time of the vote. This includes those Teachers on paid and unpaid leave. This one-off payment is in addition to other increases and will not be added to base salaries.

7.2 – New Teachers will commence on Step 2 except for those holding a Limited Registration who will commence and remain on Step 1.

7.3 – A greater benefit in recognition of service towards salary step increments has been included to recognise those Teachers who work more than 0.9FTE will have this service elevated to reflect a full year service.

7.9 – 7.10 – Relief Teachers will continue to be engaged as a half day or a full day. There is an improved definition of half day allowing more flexibility. The previous requirement of the Employer to pay at the Teacher’s appropriate Step after 5 consecutive days at the same school has been removed and the relief rate will be a flat rate payment.

Relief Teacher rates will increase substantially as they will be calculated in accordance with Step 7 instead of Step 6. The result is that the full day relief rate will increase from \$481.44 to \$535.85 effective 6 December 2022. Any increase in the annual salary of Step 7 in clause 7.1(a) will result in an increase to Relief Teacher rates.

7.11 – Wages will be paid fortnightly into your nominated bank account no later than the last working day of each fortnight. This is consistent with the Modern Award.

Clause 8 – ALLOWANCES

Allowances will increase by 5% and back paid to 6 December 2022 with further increases during the term of the Agreement which will be equivalent to any percentage increase provided by DoE.

8.5 – 8.8 – Senior Teacher Allowance will increase by 5% back paid to 6 December 2022.

8.9 – 8.13 – Exemplary Teacher Allowance will increase by 5% back paid to 6 December 2022.

- CEWA and Catholic Principals have repeatedly refused to consider any of the IEU's claims regarding career progression, including a 10th base salary step, a Highly Exemplary Teacher classification, or any clarification as to how teachers can access Exemplary Teacher status.

Clause 9 – OVERPAYMENTS

9.1 – 9.3 – It is inevitable that overpayments can sometimes occur, but this clause recognises that should a repayment arrangement be required, then consideration is given to the particular circumstances of the Teacher.

Clause 10 – SUPERANNUATION

This is a standard clause that deals with the requirement of the Employer to pay superannuation in accordance with the [Superannuation Guarantee \(Administration\) Act 1992 \(Cth\)](#).

Clause 11 – TERMINATION OF EMPLOYMENT

11.1 – Notice of termination by Teachers or Employers for remote Teachers has been reduced from 10 weeks to 7 weeks. Notice of termination by Teachers or Employers for all other Teachers has been increased from 6 weeks to 7 weeks. This is consistent with the Modern Award

11.2 – The notice of termination for a fixed term Teacher is 4 weeks' notice allowing for greater flexibility for both the Teacher and Employer. The Modern Award allows for a notice period of 7 weeks for all staff and in this regard is more beneficial for fixed term Teachers.

11.5 – If the Teacher gives notice of termination to the Employer, the Teacher is allowed a paid day off to find alternative employment.

11.6 – If the Teacher fails to give the appropriate notice, the Employer can only deduct a maximum of 2 weeks pay. This is consistent with the Modern Award.

Clause 12 – CONSULTATION REGARDING WORKPLACE CHANGE

This clause is included as the Employer is required to consult with Teachers about any major workplace changes that are likely to have a significant effect on them and allows the Teachers to have representation in that consultation. This clause is based on the model clause. **- The clause's wording means your employer won't have to consult and discuss with you on to changes to your yearly timetable and length of the school day. For example, if your school decides to compress your timetable, you can be made to work more hours over fewer days, and you won't get a say.**

Clause 13 – REDUNDANCY

The Employer continues to provide more beneficial redundancy entitlements than the award with a maximum entitlement of 16 weeks' pay after 10 years' service compared to 12 weeks' pay under the Modern Award. **- The clause excludes the Award provision for partial redundancy, in which a part-time teacher who has their FTE reduced by over 25% without their consent is entitled to a partial redundancy based on the FTE they lost.**

Clause 14 – DISPUTE SETTLEMENT PROCEDURE

This clause sets out the dispute settlement procedure, which authorises either the Fair Work Commission or someone else that is independent of those covered by the proposed Agreement to settle disputes about any matters under the Agreement in relation to the NES. This clause is consistent with the Fair Work Act 2009.

Clause 15 – JOINT CONSULTATIVE COMMITTEE

Within 6 months of the proposed Agreement being registered, a Committee comprising of representatives from the Employer and the IEU will be formed and meet once per Term to discuss matters relating to the Agreement, which will include safety and industrial issues that arise. This is a mechanism to facilitate awareness and action on issues as well as ensuring your voice as a valued Teacher is heard.

Clause 16 – HOURS OF WORK

16.2 – The ordinary hours of work for a full time teacher will be 38 hours a week averaged over Term weeks. This is more beneficial for Teachers than the Modern Award that averages ordinary hours of work over a 12 month period. **- 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.**

16.3 – Teachers are not generally required to attend during Non-Term Weeks (School Holidays) except for 2 days at the beginning of the year and 5 days at the end of the year. This is consistent with current practice. **- 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.**

16.4 – By the end of the year, the Principal will distribute the College/School timetable/calendar for the coming academic year which will confirm the Term weeks, days and hours the College/School will be open for the following year. Each Teacher will also receive their projected timetable and workload.

16.5 – The number of days Teachers will be required to attend during the School year is capped at 198. Previously there was no cap on attendance days. Under the Modern Award, the maximum number of days Teachers are required to attend during term weeks and non-term weeks will be 205 in each school year.

16.6 – This clause clarifies what is not included in calculating Teacher attendance days. This includes co-curricular activities on a weekend, school related trips, and leadership associated duties.

16.8 - 16.9 – In recognition of each Teacher's own individual needs and professional development, a half day during the professional development days at the start of the school year has been allocated for a Teacher to use at their own professional discretion. Of the flexible pupil free professional development days during the school year, one is reserved for work-related matters at the professional discretion of the Teacher.

Clause 17 – SCHEDULED CLASSROOM TEACHING

17.1 – The maximum scheduled classroom teaching load for a full time Teacher is now enshrined in the Agreement not a “Workloads Policy”.

17.1 (a) Primary scheduled classroom teaching load is 1280 minutes per week. This includes Kindergarten and Pre-Primary

17.1 (b) Secondary scheduled classroom teaching load is 1280 minutes per week, this is inclusive of homeroom/pastoral care group time.

17.2 –The scheduled classroom teaching load can be averaged over term weeks. This clause provides flexibility for schools to have 6 more pupil free days per annum than DoE schools. - **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.**

Clause 18 - DOTT

18.1 (a) – Primary Teacher DOTT increasing from 240 minutes to 270 minutes per week. If this has not already happened at your school, it will be effective 1 January 2024.

18.1 (b) – Graduate Primary Teachers will receive 330 minutes of DOTT per week to assist in their professional development in their first 2 years of teaching.

18.1 (c) – Secondary Teacher DOTT is changing from 0.2 of the scheduled teaching periods to 320 minutes per week.

18.1 (d) – Graduate Secondary Teachers will receive 320 minutes of DOTT per week plus one additional period to assist in their professional development in their first 2 years of teaching.

18.2 –18.4 – More flexibility is provided for the Teachers and Employer to ‘bank’ DOTT and provide it back to the Teacher within 2 Terms.

18.5 – In recognition of the extra workload regarding Individual Educations Plans (IEP) for students with a disability, a Teacher who is required to develop an IEP across all learning areas will be given an additional 15 minutes of DOTT per week than may be banked. - **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.**

18.6 – This clause has been expanded from the Teacher Workload Policy and enshrined into the Agreement providing clarity on the circumstances as to how normal timetables may be adjusted and the method in which appropriate coverage will be arranged due to absences.

Clause 19 – CO-CURRICULAR ACTIVITY

19. 1 –19.2 – Co-curricular activities have been capped at 40 hours per year and does not form part of the 38 hour week. Paid time worked or TOIL will be provided to those that work in excess of the 40 hour cap. This is an improvement on the current Teachers EBA and Teacher Workload policy which do not state caps on co-curricular activities. - **This creates a requirement for you to do another 40 hours of unpaid, unrecognised work outside of school time.**

Clause 20 – PARENT TEACHER MEETINGS

This clause limits formal meetings with parents/caregivers outside of normal operating hours to two per year. These meetings may be held face to face, via telephone or on Teams to allow the Teacher greater flexibility.

Clause 21 – MEAL BREAK

In order to better facilitate the entitlement for a Teacher to have a break from duty if they work 5 hours or more, the proposed Agreement allows for a 20 minute uninterrupted **paid** meal break. There is also scope in this clause to agree to alternative arrangements. This is different to the similar provision in the Modern Award that allows for a 30 minute **unpaid** meal break. **- A provision in the clause allows a teacher to trade away this time (Clause 21.2), providing another avenue for a Principal to apply pressure on teachers already dealing with pressure to take on more playground duty.**

Clause 22 – PLAYGROUND DUTY

This clause is unchanged from the current Teachers EBA. **- Nowhere in the proposed Agreement is recess mentioned, including whether teachers are entitled to the time as a break or how duties are to be managed and distributed.**

Clause 23 – STAFF MEETINGS

Teachers will be required to attend a maximum of 15 hours per term of staff meetings outside of student instruction time with no meeting of more than one hour duration. This is a new clause that also allows for the information given out during the meeting to be made available to those who cannot attend. **- 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 extending this cap.**

This clause also states that part-time Teachers cannot be required to attend a staff meeting or School Development Day on a day that the Teacher would not ordinarily work. Furthermore, should a Principal request 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.

Clause 24 – RIGHT TO DISCONNECT

Right to Disconnect is a new clause aimed at managing workloads. In accordance with this clause, 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.

Clause 25 – HOURS OF WORK – EARLY CHILDHOOD SERVICE

This clause provides the hours of work requirements for any Teacher in an early childhood service.

Clause 26 – REQUEST TO REVIEW WORKLOAD

This clause has been included to allow Teachers the ability to raise concerns regarding workload with their Principal or Line Manager. Its purpose is to allow a consultative approach to managing issues if Teachers feel their workload has become unfair or unreasonable.

Clause 27 – VOCATIONAL EDUCATION AND TRAINING TEACHERS

This clause has been introduced to provide Vocational Education and Training Teachers the opportunity to maintain or upgrade their Certificate IV Training and Assessment qualification as required, at the cost of the Employer.

Clause 28 – INDIVIDUAL FLEXIBILITY

This clause is a requirement under the Fair Work Act that allows for the making of individual flexibility arrangements (IFAs) for the purpose of meeting the genuine needs of the Employer and Teachers. These are arrangements between an Employer and an individual Teacher that vary the operation of the Enterprise Agreement in relation to the Teacher.

Clause 29 – REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

This clause reverts to the [NES](#) and has been a standard practice in Catholic Schools since they became National System Employers.

Clause 30 – ANNUAL LEAVE

30.1 – Teachers in schools, preschools or kindergartens have had their Annual Leave entitlement provided for in absences during Non-Term Weeks. This entitlement is unchanged from the current Teachers EBA but has been made explicit in the proposed Agreement.

29.2 – Leave loading is not payable to Teachers as this has already been considered and incorporated into the minimum rates of pay. This is consistent with the current Agreement.

Clause 31 – ANNUAL LEAVE – EARLY CHILDCARE SERVICE

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This clause provides the annual leave requirements for a teacher employed in an early childhood service. Annual leave is taken in accordance with the [NES](#).

There are now provisions for excessive leave and cashing out annual leave in line with the relevant Modern Award.

Clause 32 – CATHOLIC DAY

This additional day of leave is now enshrined in the proposed Agreement in recognition of Teacher's attendance at Catholic events and functions that occur outside of the ordinary hours of work. Catholic Day is not cumulative nor paid out on termination of employment. Catholic Schools are required to publish the school's Catholic Day when publishing Term Dates. If a school's Catholic Day falls on a day where part-time staff are not scheduled to work, they will be provided another day in lieu at a time agreed by the Principal.

Clause 33 – COMMUNITY SERVICE LEAVE

Community service leave is provided for in accordance with the [NES](#) and the [Juries Act 1957](#). **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.**

Clause 34 – COMPASSIONATE LEAVE

Teachers are entitled to three days of Compassionate Leave. That is a greater benefit to what is provided in the current Teachers EBA and provided for in the [NES](#).

Clause 35 – CULTURAL AND CEREMONIAL LEAVE

Teachers who identify as Aboriginal or Torres Strait Islander are entitled to improved cultural and ceremonial leave entitlements including up to four days paid leave per year to attend to ceremonial and cultural obligations under Aboriginal and Torres Strait Islander lore. This entitlement is more beneficial than the Award and an improvement on the current Teachers EBA.

Clause 36 – DEFERRED SALARY SCHEME

The Deferred Salary Scheme will continue to operate for Teachers who apply to take part. There has been no change to the administration of the deferred salary scheme, and this remains a popular and beneficial part of the proposed Agreement and employment in Catholic Education.

Clause 37 –DISCRETIONARY LEAVE DAY

A Discretionary Leave Day has been included as a new entitlement in the proposed Agreement. It is one day per year for full-time and part-time staff with more than 12 months continuous service. Teachers are required to request the Discretionary Leave Day with 4 weeks' notice and will be subject to approval by the Employer. It does not accrue year to year and is not paid out on termination.

Clause 38 – FAMILY AND DOMESTIC VIOLENCE LEAVE

Teachers will be able to access 10 days paid family and domestic violence leave in line with the NES. This leave will not accrue year to year and will not be paid out on termination. **- This is a required provision under the Fair Work Act 2009.**

Clause 39 – INFECTIOUS DISEASES LEAVE

This clause has been expanded from the current Teachers EBA to include any infectious disease as declared by the State or Federal Government that poses a risk to the health of employees.

Clause 40 – LEAVE WITHOUT PAY

This clause is consistent with the current conditions allowing up to 12 months leave without pay for Teachers. The period of leave will not break continuity of service however will not count towards the period of continuous service.

Clause 41 – LONG SERVICE LEAVE

This clause is read in conjunction with the [Long Service Leave Act 1958 \(LSL Act\)](#).

The Employer continue to provide Teachers a more beneficial long service leave accrual than required under the LSL Act consistent with previous conditions of employment.

The proposed Agreement continues to provide for 13 weeks long service leave after 10 years' service, and 18.6 weeks for the second 10 years of service. The LSL Act only requires Employers provide 8.66 weeks after 10 years.

The conditions of long service leave remain largely unchanged from current conditions of employment including the ability to have a break of service of 2 terms without losing their LSL entitlement and portability of LSL between the Employers. **- There are no increases in this clause on what you already have. However, there is a new provision 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.**

Clause 42 – PARENTAL LEAVE

42.1 (b) – Teachers continue to be entitled to more beneficial parental leave conditions than the NES, or the Government's paid parental leave scheme. The unpaid leave entitlement has decreased from the current Teachers EBA which was a maximum entitlement of 5 years' parental leave. Teachers with between 12 and 36 months service are now eligible for up to 24 months unpaid parental leave and Teachers with 36 months service or more are eligible for 36 months unpaid parental leave.

42.2 – Paid parental leave has been made more widely beneficial to Teachers. It may be taken by the primary carer of the child, **not only** the mother of the child or primary carer in the case of adoption. The paid period remains at 14 weeks however it is now paid fortnightly as leave rather than as a lump sum payment. This is more beneficial as the period of paid parental leave attracts superannuation, LSL and personal/sick leave accruals and counts as service for the purposes of incrementing on the salary scale.

42.2 (h) – Entitlement to leave for a Teacher who is not the primary care giver has been increased to 10 days paid leave where they have completed 24 months' continuous service. This leave can now be taken within 6 months of the birth of a child or placement of the child in the case of adoption.

42.2 (k) – The entitlements of the parental leave clause will apply if the pregnancy results in a stillbirth as defined by the NES or if the child dies within 24 months of the date of birth.

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 other employers. After all, pregnancies rarely line up with term time.

42.3 – Teachers with a subsequent pregnancy will now receive 14 weeks paid parental leave without needing to return to work. This has increased from 6 weeks in the current Teachers EBA.

42.8 – Teachers have been provided a more beneficial entitlement to undertake work whilst on unpaid parental leave without the approval of their Principal.

Clause 43 – PERSONAL/CARER’S LEAVE

43.1 – Teachers are entitled to 13 days personal leave per year of service which is more beneficial than the Award and [NES](#). This is unchanged from the current Teachers EBA where it was called sick/family leave.

43.11 – 43.12 – These clauses provide guidance whereby the Employer may request reasonable evidence for absences to ensure consistency throughout Catholic schools. A Teacher may be required to provide evidence for absences of **three or more** consecutive workdays.

Clause 44 – PUBLIC HOLIDAYS

This clause provides for the entitlement for Teachers to be paid for Public Holidays when they are normally scheduled to work, without the requirement to work in accordance with the [NES](#).

Clause 45 – SPECIAL LEAVE

This clause remains a more beneficial entitlement than the Award and is unchanged from current conditions with up to 3 days paid leave available for special circumstances where no other leave is available.

Clause 46 – STUDY LEAVE

Teachers may apply to access study leave to have authorised time off from work to enable travel and attendance during working hours at examinations. This must be approved by the Employer.

Additional leave may be granted under the Special Leave provision or as unpaid leave. This is more beneficial than the Award which does not provide for Study Leave.

Schedule 2 – PROMOTIONAL POSITIONS

(1) Promotional Position allowances in secondary schools will increase by 5% effective from 6 December 2022 upon the proposed Agreement receiving a successful “Yes” vote. This will mean a backdated pay rise for those in receipt of a promotional position allowance. Any further increases to this allowance during the term of the proposed Agreement will be equivalent to any increase provided by DoE.

(2) Promotional Position allowances in primary schools (Primary Special Responsibility Allowance) will increase by 5% effective 6 December 2022 upon the Agreement receiving a successful “Yes” vote. This will mean a backdated pay rise for those in receipt of a Primary Special Responsibility

Allowance (SRA). Any further increases to this allowance during the term of the proposed Agreement will be equivalent to any increase provided by DoE.

- CEWA have refused to include examples of types of promotional positions which would fit into each category, which would have provided more guidance to both teachers and Principals as to how to classify certain positions.

Schedule 3 – REMOTE AREA PACKAGE (RAP)

- (2) Location Allowances will receive an increase of 5% effective from 1 January 2024 upon registration of the proposed Agreement.
- (3) All staff will receive the full-rate air conditioning reimbursement as the half rate allowance for single teachers has been removed.
- (5) Substantial increases to the relocation reimbursement for personal goods and effects on appointment and resignation as follows;

ZONE	HALF Rate Allowance	FULL Rate Allowance
Isolated and remote	16 cubic metres	20 cubic metres
Country towns	30 cubic metres	35 cubic metres
Turkey Creek/ Warmun	20 cubic metres	25 cubic metres

(6) An additional school holiday return flight for teachers in Group 4 (formerly Group 6), meaning they can now access two return flights to Broome, Katherine, or Darwin per year, to be used at the end of Term One, Two and/or Three.

(7) There has been a realignment of the remote Groups for financial incentives. There are now 4 groups instead of 6 with some areas changing groups.

These changes are as follows:

a. Group 1 (formerly Group 3) – Boulder, Broome, Carnarvon, Esperance, Kalgoorlie, Mullewa and Southern Cross b.

Group 2 (formerly Group 4) - Derby, Kununurra, Karratha and Port Hedland

c. Group 3 (formerly Group 5) - Beagle Bay, Lombadina, Red Hill/Halls Creek, Turkey Creek/Warmun and Wyndham d.

Group 4 (formerly Group 6) - Balgo Hills, Billiluna, Lake Gregory/Mulan and Ringer Soak/Yaruman

Eligibility for financial incentives has been improved to acknowledge 12 months' continuous service rather than calendar years, movement between remote schools within the same or different groups, and pro-rata where a Teacher goes on parental leave. In addition, the incentives are payable pro rata after one term's continuous service at the same school. The incentives are as follows;

Group 1	Group 2	Group 3	Group 4
\$5,000	\$6,000	\$11,000	\$20,000

(8) The locations of Kununurra and Karratha have moved to Group 2 (formally Group 3) meaning they will be entitled to paid long service leave for each year of service within a school at twice the applicable rate prescribed in clause 41.

(9) New leave provisions for teachers in Group 3 and 4. Up to five additional days of personal/carers leave per year to access a health facility located more than 50 kms from their place of residence and up to 10 days paid bereavement leave, included the cost of air travel.

TEACHER SALARIES COMPARISON TABLE

Educational Services (Teachers) Award - Classification	Criteria	Minimum weekly rate (full time Teacher)	Minimum annual salary (full time Teacher)	WA Catholic School Teachers Enterprise Agreement 2023 - Equivalent Classification	Minimum weekly rate (full time Teacher)	Minimum annual salary (full time Teacher)	DoE - The School Education Act Teachers' (Teachers and Administrators) General Agreement 2021	Minimum weekly rate (full time Teacher)	Minimum annual salary (full time Teacher)
Step 1	Graduate teacher and all other teachers (as defined) including those holding provisional or conditional accreditation/registration	\$1,293.85	\$67,513	Step 2 (First year of teaching)	\$1,558.16	\$81,305	Level 2.1 (First year of teaching)	\$1,502.43	\$78,397
Step 2	Teacher with proficient accreditation /registration or equivalent	\$1,414.20	\$73,793	Step 3 (Second year of teaching)	\$1,614.05	\$84,221	Level 2.2 (Second year of teaching)	\$1,629.36	\$85,020
				Step 4 (Third year of teaching)	\$1,714.93	\$89,485	Level 2.3 (Third year of teaching)	\$1,764.66	\$92,080
				Step 5 (Fourth year of teaching)	\$1,815.01	\$94,707	Level 2.4 (Fourth year of teaching)	\$1,826.12	\$95,287
Step 3	Teacher with proficient accreditation /registration or equivalent after 3 years 'satisfactory teaching service at Step 2	\$1,539.56	\$80,334	Step 6 (Fifth year of teaching)	\$1,937.58	\$101,103	Level 2.5 (Fifth year of teaching)	\$1,890.02	\$98,621
				Step 7 (Sixth year of teaching)	\$2,053.87	\$107,171	Level 2.6 (Sixth year of teaching)	\$1,956.38	\$102,084
				Step 8 (Seventh year of teaching)	\$2,096.24	\$109,382	Level 2.7 (Seventh year of teaching)	\$2,025.35	\$105,683
Step 4	Teacher with proficient accreditation /registration or equivalent after 3 years 'satisfactory teaching service at Step 3	\$1,664.93	\$86,876	Step 9 (Eighth year of teaching)	\$2,138.69	\$111,597	Level 2.8 (Eighth year of teaching)	\$2,098.16	\$109,482
				Step 10 (Ninth year of teaching)	\$2,218.70	\$115,772	Level 2.9 (Ninth year of teaching)	\$2,176.47	\$113,568
Step 5	Teacher with Highly Accomplished/ Lead Teacher accreditation /registration or equivalent	\$1,790.26	\$93,416	Step 10 plus Senior Teacher (ST)	\$2,326.85	\$121,415	Senior Teacher	\$2,258.60	\$117,854
				Step 10 plus Exemplary Teacher 1 + ST	\$2,422.65	\$126,414	Level 3.1 Classroom Teacher	\$2,343.96	\$122,308
				Step 10 plus Exemplary Teacher 2 + ST	\$2,469.61	\$128,864	Level 3.2 Classroom Teacher	\$2,411.84	\$125,850

INDUSTRIAL INSTRUMENT KEY BENEFITS COMPARISON TABLE

The below table provides a simple and easy way to understand a comparison of the key benefits that are changing with the new Agreement.

	<u>WA Catholic School Teachers Enterprise Agreement 2023 (Proposed Agreement)</u>	<u>Educational Services (Teachers) Award 2020 (Modern Award)</u>	<u>Teachers Enterprise Bargaining Agreement 2015 (Current Teachers EBA)</u>
Teacher Graduate/Minimum Step Rate of Pay	7.1 – Step 2 \$81,305 per annum	17.1 - \$67,513 per annum	11(1)(a) - \$77,433 per annum
Teacher highest step rate of pay	7.1 – Step 10 \$115,772 per annum	17.1 - \$93,416 per annum	11(1)(a) - \$110,259 per annum
Relief Teacher rate of pay	7.10 – Half day \$267.93 Full day rate \$535.85	17.5 – Half day rate \$161.73 to \$223.79 Full day rate \$323.45 to \$447.58	11(5) – Half day rate \$240.72 Full day rate \$481.44
Part-time Teacher	6.2 (b) Part-time Teacher means a Teacher who is employed and normally works less than an average of 38 hours per week This clause is slightly less beneficial than the Modern Award.	11.1 A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time employee in the school, children’s service, or early childhood education service. 11.2 If the hours of a part-time employee rise above 90% of the hours of a full-time employee, the employee will be considered full-time. 11.3 A part-time employee who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.	29 Part-time Teachers hours are proportionate to a full time Teacher.
Fixed Term Contracts	6.4 – Minimum employment of 4 weeks to a maximum of 2 years unless an exception applies: Replace Teacher on leave	13.1 – Minimum employment of 4 weeks but not more than 12 months.	5. (8) – Not less than 20 days and not more than 12 months.

	<p>Undertake a specific task with funding</p> <p>Undertake a specific task for a limited period</p>		
Termination of employment	<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>This clause is less beneficial than the Award as the award provides for 7 weeks notice for all employees other than casual (relief) employees.</p>	<p>32.1 (b) Subject to clause 33.4, the employment of an employee (other than a casual employee) will not be terminated without at least 7 term weeks' notice (inclusive of the notice required under the NES), the payment of 7 weeks' salary instead of notice, or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal 7.</p>	<p>25 (3) (a) requires a minimum of six weeks notice.</p> <p>25 (3) (b) requires a minimum of ten weeks notice for Teachers working in remote locations.</p> <p>25 (4) requires a minimum of one weeks notice for temporary contracts.</p>
Hours of Work	<p>16.2 – Ordinary hours of work for a full-time Teacher are 38 hours per week averaged over Term Weeks.</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>15.1– average of 38 ordinary hours per week in accordance with the NES</p> <p>15.3 Allows ordinary hours to be averaged over a 12 month period.</p> <p>15.5 The maximum number of days that the employee will be required to attend during term weeks and non-term weeks is 205 in each school year.</p>	<p>Hours of Work are not contained in the current Teachers EBA.</p>
Workload limits	<p>17.1 – Secondary & Primary capped at 1280 minutes from 1 January 2024 with the ability to average over the term weeks so that a Catholic school can have more pupil free days.</p>	<p>The Award is silent on workload limits and refers to Clause 15 Ordinary Hours of Work (above).</p>	<p>Workload limits are not contained in the current Teachers EBA.</p>

Co-curricular	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.	14.9 - The duties of a teacher may, include, in addition to teaching, activities associated with administration, review, development and delivery of education programs and co-curricular activities .	Co-curricular activities are not contained in the current Teachers EBA.
Meal Breaks	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.	16.1 – Unpaid meal break of 30 minutes for a Teacher working 5 consecutive hours or more.	30 – Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.
Individual Flexibility	28 – By agreement with the Principal, Teachers have the option to vary matters of their employment in relation to hours of work and allowances. This flexibility is to meet the genuine needs of both the Teacher and the School.	5.1 – An employer and employee may agree to vary the application of the terms of this Award in relation to the following: (a) arrangements for when the work is performed. (b) overtime rates (c) penalty rates (d) allowances (e) annual leave loading.	Individual flexibility is not contained in the current Teachers EBA.
Annual Leave Loading	30.2 – Teachers have their annual leave loading incorporated into the rate of pay.	23 – An employee who has worked throughout the school year is entitled to a leave loading of 17.5% on 4 weeks annual leave.	16(6) – Leave loading equal to 17.5% of 4 weeks salary has been annualised and included.
Paid Parental Leave	42.2 & 42.3 – Fourteen weeks paid parental leave and fourteen weeks paid parental leave for subsequent pregnancy for primary care giver	25 - Entitlement is only for unpaid leave in accordance with the NES	19 – Fourteen week parental payment (not paid as leave) and six weeks subsequent pregnancy for mother only unless in case of adoption
Unpaid parental leave	42.1 – Up to 36 months	25 – As per NES (Up to 24 months)	19(1) – Up to 60 months
Non-primary care giver leave	42.2(h) – 10 days paid leave	Not contained in the Award.	19(1)(c) – 5 days paid leave

Working during unpaid parental leave	42.8 – Permitted (Full-time, part-time or relief)	25 – As per NES (Not permitted)	19(9)(e) – Relief work only
Personal/Carer’s Leave	43 – Up to 13 days paid per year	24 – As per NES (10 days paid per year)	20 – Up to 13 days paid per year
Discretionary Leave Day	37 – 1 extra leave day per year	Not contained in the Award	Discretionary leave is not contained in the current Teachers EBA.
Catholic Day	32 – 1 paid day leave per year	Not contained in the Award	Catholic Day is not contained in the current Teachers EBA.
Cultural and Ceremonial Leave	35 – Up to 4 days paid per year	Not contained in the Award	20(5) – Teachers are entitled up to 3 days paid leave per year as special leave.
Family and Domestic Violence Leave	37 – Up to 10 days paid leave	27 – As per NES (Up to 10 days paid leave)	21(5) – Up to 3 days paid per year from Special Leave.
Redundancy Payment	13 – 16 weeks after 10 years’ service	33 – As per NES (12 weeks after 10 years’ service)	35 – 16 weeks after 10 years’ service.
Remote Area Package – location allowances	Sch 3(2) - Allowances increase by 5% effective 1 January 2024 Example: Broome Half rate - \$135.91/fn Full rate - \$271.82/fn	Not contained in the Award	13(1) - Example: Broome Half rate - \$120.54/fn Full rate - \$241.08/fn
Remote Area Package – relocation	Sch 3(5) - Relocation reimbursement - Isolated and remote schools – increased to 16 cubic metres (half rate) and 20 cubic metres (full rate). Country towns – increased to 20 cubic metres (half rate) and 35 cubic metres (full rate). Sch 3(6) Travel Provisions – An additional school holiday return flight for Teachers in Group 4 (formerly Group 6), meaning they can now access two return	Not contained in the Award	Sch 1(3) - Relocation reimbursement – Isolated and remote schools – 8 cubic metres (half rate) and 16 cubic metres (full rate). Country towns – 15 cubic metres (half rate) and 30 cubic metres (full rate). Travel provisions – only apply on resignation after two years’ continuous service in the same school.

	flights to Broome, Katherine, or Darwin per year, to be used at the end of Term One, Two and/or Three.		
Remote Area Package – Financial Incentive	Sch 3(7) – Financial Incentives have been increased and some regions regrouped to enable further benefits for employees.	Not contained in the Award	Sch 1(7) – Financial Incentives allocated according to location and completed years of service.
Remote Area Package – Additional Leave	Sch 3(9) – In Groups 3 & 4 up to five additional days of personal/carers leave per year to access a health facility located more than 50 kms from their place of residence. Up to 10 days paid bereavement leave, including the cost of air travel.	Not contained in the Award	Remote Area Package – Additional Leave is not contained in the current Teachers EBA