

WA Catholic School Teachers  
Enterprise Agreement 2023  
IEU DRAFT

(April 2023)

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## PART ONE: APPLICATION AND OPERATION OF AGREEMENT

### 1. TITLE

1.1 This agreement shall be known as the WA Catholic School Teachers Enterprise Agreement 2023.

### 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 2.2 (**Employees**);
- c) The Independent Education Union of Australia WA Branch (**Union**)

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 in Sch one, 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, day-care 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 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.

### 3. DEFINITIONS

3.1 "Award" shall mean the Educational Services (Teachers) Award 2020.

3.2 "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.

3.3 "Continuous Service" shall include full-time, part-time, and fixed term, paid leave, and unpaid leave of less than two consecutive weeks, within the Employers.

3.4 "Duties Other Than Teaching" (DOTT) shall mean time that is not allocated for scheduled classroom teaching and is time provided for:

- a) preparing materials;
- b) planning lessons;
- c) locating resources;
- d) professional reading;
- e) setting up for lessons;
- f) record keeping/report writing;
- g) classroom and pastoral care administration
- h) DOTT time does not include the supervision of students.

- 3.5 "Extra-curricular" and/or "co-curricular activity" shall mean any activity outside of regularly scheduled classes that support or augment the delivery of school curriculum or programs. These may include school camps and retreats, excursions, sporting activities, social/cultural events, graduation, debating, rehearsals, open days. It shall exclude religious observances and liturgies that replace regularly scheduled classes.
- 3.6 "Enrolment" in respect of a particular year means the enrolment as at the official Commonwealth School Census in August of the preceding year.
- 3.7 "Family and domestic violence" means violent, threatening, or other abusive behaviour by an Employee's immediate family or household that:
- a) seeks to coerce or control the Employee
  - b) causes them harm or fear.
- 3.8 "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.
- 3.9 "Household" means any other person who lives with the Employee as a member of their household, or a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- 3.10 "Immediate family" is as defined in the Fair Work Act.
- 3.11 "Non-Term Weeks" means weeks in the school year other than term weeks and include 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.
- 3.12 "Ongoing employment" shall mean permanent employment that will continue unless terminated in accordance with this Agreement or the Fair Work Act (2009).
- 3.13 "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.
- 3.14 "Promotional Position" shall mean a position as defined in Schedule 2.
- 3.15 "Relief Teacher" shall mean a teacher employed on a casual basis in accordance with clause 12.7 to 12.11.
- 3.16 "Scheduled Teaching Load" shall mean the time that a teacher has the duty of care for students and occurs during the period in which the school is normally open for instruction. It shall include homeroom/pastoral care group time and excludes extra-curricular and co-curricular activity.
- 3.17 "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 Principals, Assistant Principals, Deputy Principals, or similar position(s) however so named.
- 3.18 "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; where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning.
- 3.19 "TRBWA" shall mean the Teacher Registration Board of Western Australia.

3.20 Union means the Independent Education Union of Australia WA Branch (IEUA WA)

#### **4. PERIOD OF OPERATION**

4.1 This Agreement shall commence operation 7 days after the day the Agreement is approved by the Fair Work Commission.

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. Parties will commence negotiations for a replacement agreement six (6) months before the nominal expiry date of this agreement.

#### **5. RELATIONSHIP TO AWARDS, LEGISLATION AND OTHER INSTRUMENTS**

5.1 This Agreement is to be read in conjunction with the Educational Services (Teachers) Award 2020.

5.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) as contained in Part 2-2 of the FW Act.

5.3 Where there is an inconsistency between this Agreement and the NES and/or the Award, the provision with the greater benefit will apply to the extent of the inconsistency.

5.4 The Employer will ensure that a copy of this Agreement, the Award, and the NES are available to all Employees on a conveniently located noticeboard in a location where staff ordinarily take their meals at the workplace and through electronic means.

#### **6. INDUSTRIAL RELATIONS PRINCIPLES**

The Parties commit themselves to the following industrial relations principles:

- Cooperative and consultative relationships between the Employer, Employees, and their Union.
- Employer, Employee and Union relationships based on mutual respect, trust, and preparedness to consider alternative viewpoints.
- Negotiations involving a mutual problem-solving approach focusing on long term gains for all Parties.
- To work within a progressive industrial relations culture to create a system of highly effective Catholic schools with effective workplace practices.
- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- Recognition of an appropriate role for workplace representatives (including workplace Union delegates).
- Provide representatives with an opportunity to participate in the Employer's induction process at the school such that those Employees can be made aware of the role of the Union, their right to join the Union, and the terms and conditions contained in this Agreement.
- Maintaining secure employment arrangements and eliminating all forms of precarious work arrangements.
- Maintaining and promoting safe systems of work, ensuring that Employees work in an environment free from physical and psychosocial harm.

## PART TWO: GENERAL CONDITIONS OF SERVICE

### 7. CONTRACT OF SERVICE

#### *Employment Status*

7.1 Teachers may be engaged on either a full-time basis, a part-time basis or as a Relief Teacher.

7.2 Employment Status:

- a) Full-time Teacher means an Employee who works a maximum of 38 hours per week.
- b) Part-time Teacher means an Employee who is engaged to work on a regular basis for 90% or less than the hours of a full-time Teacher. A part-time Employee's FTE will be calculated based on a proportion of the maximum scheduled classroom teaching load of a full-time teacher as defined in clause 23.

#### EXAMPLE:

A part-time secondary teacher has a scheduled classroom teaching load of 512 minutes per week.

The FTE is calculated as  $\frac{512}{1280} = 0.4$  of the full-time salary.

#### EXAMPLE:

A part-time primary teacher is employed after 1 January 2023 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  $\frac{600}{1280} = 0.469$  of the full-time salary.

Part-time Employees who agree to work additional hours will be paid within the next pay cycle at their Hourly Rate for time worked. Additional hours worked will attract pro-rata leave accruals applicable under this Agreement.

- c) Relief Teacher means an Employee who is engaged in accordance with clause 12.7 to 12.11.
- d) The Employer cannot vary a part-time employee's teaching load or days of attendance unless:
  - (i) the employee consents; or
  - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides 7 weeks' notice in writing in the case of a school teacher or 4 weeks' notice in the case of an early childhood teacher, or where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of 7 weeks in the case of a school teacher or 4 weeks in the case of an early childhood teacher.

#### *Employment Type*

7.3 Employees may be engaged on either an ongoing or fixed-term basis.

7.4 Fixed-Term Employee

- a) Employees may be engaged on a fixed-term contract for a period of at least 4 weeks up to a maximum of 12 months with no guarantee of ongoing employment beyond that period to work on a replacement basis or for a specified period of time as full time or part time;

- (i) to replace one or more Employees who are on leave;
  - (ii) to undertake a specified task for which funding has been made available;
  - (iii) to undertake a specified task which has a limited period of operation; or
  - (iv) to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed 12 months.
- b) A Fixed Term Employee is entitled to the benefits of this Agreement on a pro-rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- c) Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- (i) the reason for the fixed nature of the employment, including the position they are replacing;
  - (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 Employee being replaced.
- d) The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 17.

### ***Probation***

- 7.5 With the exception of Relief Teachers, all Employees new to the sector will be engaged on a probationary period of 6 months. During this period, either party can terminate the employment by giving one week's notice.

### ***Other Employment***

- 7.6 A full time Employee shall be permitted to engage in other employment provided that such employment does not affect the Employee's employment and professional responsibilities to the school.

## **8. RIGHT TO DISCONNECT**

- 8.1 Teachers are not required to initiate, read, or respond to electronic and other communication from school staff, parents, or community members outside of working hours and/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.

- 8.2 This does not apply in the case of an emergency.

## **9. DUTIES**

- 9.1 An Employee's duties and responsibilities may be varied by the Employer, provided that they are within their range of skills, qualification, competence and training.
- 9.2 At all times in performing their duties and responsibilities in the workplace, Employees 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. This cannot replace the duty placed on employers by s.19 of the Work Health and Safety Act.

## **10. NOTIFICATION OF ABSENCES**

- 10.1 Prior to any absence from work, Employees are required to notify the Employer as soon as possible of their inability to attend work, the estimated duration of the absence and the reason for the absence (such as personal leave due to illness, carers leave). Whenever practicable this should occur before the commencement of the Employee's start time.
- 10.2 Teachers that are absent from work on unplanned absences will not be required to provide lesson plans to relief staff or the undertaking of any work.

## **11. FITNESS FOR WORK**

- 11.1 Where the Employer is concerned on reasonable grounds that an Employee's medical fitness for work is such, that if allowed to attend or continue to work, the Employee may put at risk the safety, health and welfare of themselves or others:
  - a) in circumstances where the concerns are such that to leave the employee in the environment may be harmful or injurious to themselves or others the employee can be immediately directed to vacate the premises;
  - b) an Employee directed to vacate the premises under Clause 11.1(a) shall continue to be paid their regular salary and allowances until a determination of their fitness for work is made by a medical practitioner nominated by the employee;
  - c) the concerns and basis for the request are discussed at a meeting with the Employee and their representative by the employees' line manager and/or the principal;
  - d) If the principal is of the opinion that the concerns are sufficient to warrant the seeking of medical advice, the Employee will be informed of this in writing within three (3) working days of the above meeting; and
  - e) The Principal may direct the employee to attend a medical examination. In this circumstance, the employee's non-attendance at the medical examination may constitute a breach of discipline.
- 11.2 Where the Employer directs the Employee to be examined by a registered medical practitioner pursuant to sub clause 11.1, the following information will be provided in writing, prior to the Employee attending such a medical examination:
  - 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 Employee's fitness will be assessed against (i.e., the job description); and
  - f) confirmation that the Employee will be provided with a copy of the medical practitioner's report.
- 11.3 The fee and any associated expenses incurred in having to attend the medical examination will be paid by the Employer. The Employee will not be required to pay any amount of money relating to these expenses.
- 11.4 The Employer and the Employee will keep this process and any report confidential.

11.5 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.

**12. CLASSIFICATIONS AND WAGE RATES**

12.1 The minimum rate of salary payable to teachers engaged as prescribed in subclause 7.2 of this clause shall be:

Step	Minimum Annual Rate of Salary	Minimum Annual Rate of Salary	Minimum Annual Rate of Salary	Minimum Annual Rate of Salary
	6 December 2022 ( %)	6 December 2023 ( %)	6 December 2024 ( %)	6 December 2025 ( %)
Step 1				
Step 2				
Step 3				
Step 4				
Step 5				
Step 6				
Step 7				
Step 8				
Step 9				
Step 10				

- a) Any increase to the annual rate of salary will result in an increase at the same time and of the same amount in all Allowances.
- b) Any increase to the minimum annual rate of salary applied will be provided by the Employer equal to and at the same time as any increase paid to Teachers employed in the Department of Education in Western Australia.
- c) During the term of the agreement, the Employer will pay any other increases to base salary or one-off payments as paid to Teachers employed by the Department of Education.

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

12.3 For the purposes of this clause, an annual increment shall mean a year of full-time equivalent teaching experience.

12.4 On appointment, an Employee shall be placed at the appropriate salary level according to full-time equivalent teaching experience.

- 12.5 Where an Employee commences employment with and/or upgrades their teaching qualification with a Graduate Diploma, a Bachelor with Honours, or a Master or Doctorate degree, then that Employee shall, subject to subclause 12.6, be credited with one extra year's experience for salary purposes.
- 12.6 The Employee shall notify the Employer in writing of the acquisition of additional qualifications. Production of satisfactory evidence to this effect will be required. Notwithstanding anything to the contrary, an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.

***Relief Teachers***

- 12.7 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 four (4) hours to a maximum of nineteen (19) consecutive working days at the same school.
- 12.8 The rates payable under this clause are in lieu of payment for public holidays, annual leave or personal leave.
- 12.9 The minimum rate of pay payable to a Relief Teacher will be an hourly rate formulated by taking the annual salary of Step 7 divided by 52.16 divided by 38 plus a 25% casual loading.
- 12.10 A Relief Teacher will receive the rates as prescribed in the table below:

<b>Rates</b>	<b>Effective 6 December 2022</b>	<b>Effective 6 December 2023</b>	<b>Effective 6 December 2024</b>	<b>Effective 6 December 2025</b>
<b>Hourly Rate</b>	\$66.20	TBC	TBC	TBC
<b>Minimum Engagement</b>	\$264.81	TBC	TBC	TBC
<b>Daily</b>	\$503.13	TBC	TBC	TBC

- 12.11 Any increase to the rates of pay will result in an increase at the same time and of the same amount in all Allowances.

***Payment of Wages***

- 12.12 Wages shall be paid fortnightly by electronic fund transfer to an acceptable financial institution nominated by the Employee.

**13. ALLOWANCES**

***Promotional Positions Allowances***

- 13.1 The Promotional Positions allowances are listed in Schedule 2 of this Agreement.

***Location Allowance / Remote Area Package***

- 13.2 The Location Allowances / Remote Area Package are listed in Schedule 3 of this Agreement.

**Travelling Allowances**

- 13.3 Where an Employee is required to work away from their usual place of employment, the Employer shall pay the Employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause 13.4 of this Agreement.
- 13.4 Where an Employee is required and authorised to use his/her own motor vehicle in the course of work, the Employee shall be paid an allowance of not less than that provided for taxation purposes by the Australian Taxation Office, unless otherwise agreed by the Employee.

**Senior Teacher Allowances**

- 13.5 The Parties acknowledge that there is a need to retain and reward competent and experienced Teachers for their excellent work and professionalism in duties directly associated with classroom teaching and learning.
- 13.6 To progress to Senior Teacher, an Employee must:
  - a) Have completed two years’ full time equivalent experience at Step 10 of the salary scale
  - b) Have completed Accreditation to Teach in a Catholic School.
- 13.7 To maintain the Senior Teacher classification an Employee must maintain their Accreditation to Teach in a Catholic School status through meeting the ongoing Accreditation to Teach in a Catholic School renewal criteria.
- 13.8 Subject to subclause 13.6 of this Agreement, the Senior Teacher classification is portable between Catholic Schools covered by this Agreement in Western Australia.
- 13.9 Employees who progress to Senior Teacher are eligible to receive the Senior Teacher Allowance as per the table below:

Allowance per annum	Effective 6 December 2022	Effective 6 December 2023	Effective 6 December 2024	Effective 6 December 2025
Senior Teacher	\$5,535	TBC	TBC	TBC

**Exemplary Teacher Allowances**

13.10 Appointment

The appointment of an Employee to Exemplary Teacher is subject to:

- 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.

13.11 Classification and Duties

- a) The Principal will determine the classification of an Employee to Exemplary Teacher 1 or Exemplary Teacher 2 based on the duties required and any other operational requirements.
- b) The duties for an Exemplary Teacher and criteria for a successful appraisal shall be provided to all Catholic schools in a written policy developed by the Consultative Committee as defined in Clause 35 within 12 months’ time of this Agreement being approved by the Fair Work Commission and shall be made known prior to the Employee accepting.

**13.12 Tenure**

The appointment to Exemplary Teacher shall be for a period of three years, subject to the Employee maintaining their applicable Accreditation.

**13.13 Portability**

An Exemplary Teacher promotional position is not portable between Catholic Schools.

**13.14 Allowances**

Allowance per annum	Effective 6 December 2022	Effective 6 December 2023	Effective 6 December 2024	Effective 6 December 2025
Exemplary Teacher 1	\$4,903	TBC	TBC	TBC
Exemplary Teacher 1	\$7,306	TBC	TBC	TBC

**14. DEFERRED SALARY SCHEME**

Employees may apply to have their salary payments deferred in accordance with the provisions of this clause.

**14.1 Eligibility**

- a) Ongoing Employees who have been employed within Catholic schools for a minimum of two years, including full time and part time Employees, are eligible to apply.
- b) Approval of applications will be determined by the Employer based on the needs and requirements of the school.

**14.2 Period of Leave**

- a) The period of leave will be for twelve 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 38 - Leave Without Pay of this Agreement.
- c) Should any alternative employment within Employer schools listed in Schedule 1 of this agreement be sought during the year of leave, the Employee is to advise the Employer.

**14.3 Payment of Salary**

- 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 an Employee's normal fortnightly salary plus any associated teaching 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 one lump sum payment, or in two payments across separate financial years.

- b) The participant shall only be taxed on the actual income received, which in this case is 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.

- c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

**14.4 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 twelve 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 twelve months at the request of the participant. Such a suspension will extend the taking of the year of leave by one year.

**14.5 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.

**14.6 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 fifth year, 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 may, at the request of the employee, 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 or be taken at any time within two years of it becoming due.

**14.7 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 14.4.
- c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

**14.8 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 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.

#### 14.9 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 fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

#### 14.10 Portability

- a) Employees can maintain their participation and progress in the scheme should they transfer their employment between Employers.
- b) The Employee 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.
- c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

#### 14.11 Implementation Date

- 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.
- b) Schools will endeavour to notify the Employee of the result of their applications by 31 October of the same year.

### **15. SUPERANNUATION**

15.1 Superannuation shall be paid in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).

15.2 Contributions shall be paid monthly into an eligible fund nominated by the Employee. Provided that where an Employee 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:

- a) offers a MySuper product as defined by the Superannuation Industry (Supervision) Act 1993 (Cth);
- b) is an exempt public sector scheme; or
- c) is a fund of which a relevant Employee is a defined benefit member.

## **16. OVERPAYMENTS**

- 16.1 In the event of an overpayment of wages occurring the employer must advise the employee in writing of the alleged error including:
1. The reason for the overpayment
  2. the amount of money overpaid
  3. The period of the overpayment
  4. the way repayments may be made (for example, cash, cheque or electronic transfer) and how often (this suggestion must be reasonable).
- 16.2 The employer must seek discussions with the employee to consider a repayment arrangement. If the employee agrees to repay the money, a written agreement has to be made and has to set out:
- 16.3 If the overpayment is established the employee will not unreasonably refuse to pay the overpayment back under a reasonable repayment arrangement that suits their circumstances.

## **17. TERMINATION OF EMPLOYMENT**

- 17.1 Except in the case of a Relief Teacher or fixed term Employee, the contract of employment may be terminated at any time by either party providing at least 7 term weeks' notice (inclusive of the notice required under the NES).
- 17.2 The contract of employment of a fixed term Employee may be terminated at any time by either party providing at least 4 term weeks' notice (inclusive of the notice required under the NES).
- 17.3 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 Employee.
- 17.4 The Employer may undertake any of the following actions during the notice period:
- a) make payment in lieu of notice not provided, or part notice and part payment instead of notice;
  - b) directing the Employee to perform duties other than the normal Duties and Responsibilities, including less senior or significant duties during the notice period;
  - c) directing the Employee to not attend the school during the notice period but remain available to attend the School and/or perform any duties required; or
  - d) implementing a combination of the above.
- 17.5 Where the Employer has given notice of termination, an Employee 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 Employee after consultation with the Employer.
- 17.6 Where the Employee 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.
- 17.7 The Employer reserves the right to recover on termination an amount equivalent to any period of overpayment of salary including unaccrued leave.
- 17.8 Employees 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 and any unused accrued leave entitlements.



On termination of employment, the Employee shall return all property of the Employer prior to receiving any final payments.

**18. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

18.1 Where the Employer has made a definite decision to introduce major changes to the regular roster or ordinary hours of work, production, programme, organisation, structure, or technology that is likely to have significant effects on employees, the Employer must:

- a) Give notice of the changes to all employees who may be affected by them and their representatives; and
- b) Discuss with affected employees and their representatives:
  - (i) The introduction of the changes; and
  - (ii) Their likely effect on employees; and
  - (iii) Measures to avoid or reduce the adverse effects of the changes on employees; and
- c) commence discussions as soon as practicable after a definite decision has been made.

18.2 For the purposes of the discussion under clause 18.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- a) their nature; and
- b) their expected effect on employees; and
- c) any other matters likely to affect employees.

18.3 Clause 18.1 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

18.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 18.1(b)

In clause 18 significant effects, on employees, includes any of the following:

- a) termination of employment; or
- b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- c) loss of, or reduction in, job or promotion opportunities; or
- d) loss of, or reduction in, job tenure; or
- e) alteration of hours of work; or
- f) the need for employees to be retrained or transferred to other work or locations; or
- g) job restructuring.
- h) Consultation about changes to hours of work

18.5 Clause 18 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

18.6 The employer must consult with any employees affected by the proposed change and their representatives (if any).

18.7 For the purpose of the consultation, the employer must:

- a) provide to the employees and representatives mentioned in clause 18.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

18.8 The employer must consider any views given under clause 18.4.

18.9 Clause 18 is to be read in conjunction with any other provisions of this agreement concerning the scheduling of work or the giving of notice.

18.10 At any stage during this process an Employee may appoint a representative of their choice. The Employer's must recognise the representative.

## **19 UNION RIGHTS**

19.1 The employer will ensure at all times the Principal or delegate will not obstruct a permit holder from exercising a right of entry served in accordance with the requirement of the Fair Work Act. This includes Principals delaying the right of entry for spurious reasons or utilising other delaying tactics such as disputing where the permit holder is entitled under the FWA to meet with employees.

19.2 A union notice board will be made available in every area where staff generally take their meal breaks for the exclusive use of authorised IEU notices/information.

19.3 The Employer recognises that those Employees designated as IEU Union Delegates have a right to reasonable time off without deduction of pay to perform their Union duties.

19.4 IEU delegates will be granted without loss of pay up to 5 days per year to attend IEU training courses, conferences, or other responsibilities as a union delegate.

19.5 Applications for paid release will be provided in writing stating the event they will be attending and where possible a month in advance.

19.6 Union delegates will have the reasonable use of Employer facilities such as meeting rooms, phone, and email to perform Union duties. Usage of such will not impact the professional duties of the employee.

19.7 Catholic teachers who are members of the IEUA WA branch executive will be granted an additional three (3) days leave per year without loss of pay to attend to their responsibilities to enable attending Federal council, meetings with Government Ministers or other duties required of their roles.

19.8 The number of Catholic teachers on the IEU Branch executive requiring this leave will not exceed 5 catholic teachers during the life of this agreement.

19.9 The leave in this clause is non-cumulative.

## **20. REDUNDANCY**

20.1 Where an Employee is terminated for reason of redundancy the Employer will comply with the redundancy pay provisions contained in the NES, as summarised below.

20.2 An Employee is made redundant where their employment is terminated:

- a) at the Employer’s initiative because it no longer requires the job done by the Employee 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.

20.3 Where eligible, severance payments will be calculated at the Employee’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	18 weeks
10 years and over	20 weeks

20.4 One week’s pay is calculated on a normal week.

20.5 The amount of severance pay is in addition to the notice requirements of 7 weeks.

20.6 Employees 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) there is a transfer of employment where an Employee accepts employment with the new Employer who agrees to recognise the Employee’s service with the Employer and no reduction in pay and/or conditions

**21. DISPUTE SETTLEMENT PROCEDURE**

21.1 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.

- 21.2 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees concerned and their representatives and the principal.
- 21.3 If the matter remains unresolved, a party to the dispute may refer the matter to the Fair Work Commission.
- 21.4 Provided the Fair Work Commission is satisfied that clauses 21.2 and 21.3 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.
- 21.5 If the parties to the dispute agree, the Fair Work Commission may attempt to resolve the dispute by making a recommendation.
- 21.6 If the dispute remains unresolved the Fair Work Commission will arbitrate and make a determination that is binding on the parties (save for any right of appeal to the Fair Work Commission).
- 21.7 Provided that the Fair Work Commission must not make a determination, which is inconsistent with this Agreement.
- 21.8 Any party to the dispute may, at any stage, appoint a representative of their choice for the purposes of the procedures in this clause. That representative will be fully recognised by the Principal/Employer.

At all times whilst a question or dispute is being resolved work will continue.

## PART THREE: WORKLOAD CONDITIONS

### 22. HOURS OF WORK

- 22.1 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.
- 22.2 The maximum number of days that the Employee will be required to attend during each school year is 195.
- 22.3 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of work for a full-time Employee are 38 hours per week.
- 22.4 The ordinary hours of work for an Employee during term weeks are variable. In return, an Employee is generally not required to attend for a period of time 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 Employee's attendance.
- 22.5 Teachers will be required to be on site for up to 15 minutes before and/or after classes each day.

### 23. SCHEDULED CLASSROOM TEACHING

- 23.1 The maximum scheduled classroom teaching load for a full time Employee is:
- a) Primary (including Kindergarten and Pre-Primary)
    - (i) 1280 minutes per week.
  - b) Secondary
    - (i) 0.8 of the total number of scheduled teaching periods offered by a school per week / cycle exclusive of the first 75 minutes of pastoral care group or homeroom until 31 December 2022
    - (ii) 1280 minutes per week, inclusive of pastoral care group or homeroom from 1 January 2023.

### 24. DUTIES OTHER THAN TEACHING (DOTT) TIME

- 24.1 The minimum DOTT provided to Employees, exclusive of recess and lunchtime is:
- a) 270 minutes per week for Primary Teachers (including Kindergarten and Pre-Primary)
  - b) 320 minutes per week for Secondary Teachers.
- 24.2 Teachers who are required to develop and implement an IEP for a student who has learning needs across all learning areas shall be given additional DOTT time according to the table below:

Number of IEP students in care	Amount of additional DOTT time per week
1 – 2	15 min
3 – 5	30 min
6 – 8	45 min

9 +	60 min
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Teachers may choose to bank this additional DOTT time to take in larger blocks throughout the school term. Teachers may be reasonably required to keep records of time required to develop and implement IEP planning time.

- 24.3 When DOTT is disrupted or lost for whatever reason, including student incursions/excursions, the time lost will be banked. Employees may also reasonably be requested to bank DOTT.
- 24.4 Any banked DOTT should be returned to the Employee before the end of the semester. Alternatively, the employee can elect to be paid in-lieu at their hourly rate. If paid in lieu the payment will be made within 4 weeks.
- 24.5 When returning banked DOTT, the Employer must consider the relative utility of DOTT at the returned time compared to the time it was banked.
- 24.6 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.

**25. CO-CURRICULAR AND EXTRA-CURRICULAR TIME**

- 25.1 Full-Time Teachers may be asked to participate in a maximum of 20 hours each year of co-curricular and/or extra-curricular activity without further financial compensation
- 25.2 A Part-Time Teacher's co-curricular and extra-curricular commitment will be in the same proportion to their teaching load as that of a full-time teacher.

**26. INTERNAL RELIEF**

- 26.1 Where normal timetables are disrupted due to Teacher absences, Employees may be called upon to ensure students are afforded an appropriate standard of care.
- 26.2 In the case of a planned absence the following will be utilised (in order):
  - a) Employees who have lost their normal scheduled teaching load shall first be allocated an in-lieu class.
  - b) Full-time Employees with less than the maximum scheduled classroom teaching load may then be allocated an in-lieu class.
  - c) Part-time Employees will be offered additional hours.
  - d) External Relief Teachers will be employed.
- 26.3 For planned absences:
  - a) In-lieu of the process above, Employees 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.
  - b) Employees with a maximum scheduled classroom teaching load cannot be required to undertake relief supervisions.
  - c) Reasonable notice shall be given of any requirement or request to undertake relief supervisions. Notice shall be not less than 48 hours.

- 26.4 In the case of an unplanned absence where the school cannot engage a Relief Teacher the following will be utilised (in order):
- a) Employees who have lost their normal scheduled teaching load shall be allocated an in-lieu class.
  - b) Full-time Employees with less than the maximum scheduled classroom teaching load.
  - c) Other Employees may be required to undertake relief supervision. In such circumstances, time off in Lieu (TOIL) or banking DOTT will apply for agreed work undertaken.
  - d) Schools are to determine relief supervisions on an equitable basis.
- 26.5 Permanent or fixed-term contract Employees that are required to undertake internal relief in excess of the maximum scheduled classroom teaching load identified in clause 23 shall be paid an additional payment to compensate for a corresponding decrease in the weekly allocation of DOTT time.

This additional payment will be equal to the per-period rate of pay at their Salary Step, calculated as:

$$\frac{\text{Yearly Salary}}{52.14}$$

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$$21.33$$

**27. STAFF MEETINGS**

- 27.1 The principal can require Teachers to attend staff meetings outside student instruction time totalling five hours per term. These meetings will be used for collaborative purposes to improve the school's performance. Staff meetings may include meetings of groups of Teachers working in phases/year levels of learning, departments, and/or learning areas.
- 27.2 The agenda, venue, frequency and timing of scheduled meetings convened under this clause will be determined in full and proper consultation between the principal with staff. Equity considerations such as Family responsibilities, professional and personal development commitments and the flexible hours arrangements will be considered in the decision-making process.
- 27.3 Staff who cannot attend a scheduled whole of staff meeting will be provided with access to agendas, minutes and tabled documents.
- 27.4 A part-time Teacher cannot be required to attend a staff meeting or School Development Day on a day the Teacher would not ordinarily work. Where the principal requests a part-time Teacher to attend on a day the Teacher would not ordinarily work, and the Teacher agrees, the Teacher will be paid for the time they are required to attend.
- 27.5 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 Employee. The timing of the half day block will be determined by the principal.
- 27.6 Of the remaining school development days one school development day will be directly focused on curriculum support.
- 27.7 A school devised and run PD will be considered a meeting unless it appears on the staff calendar at the commencement of the school year.

**28. PARENT-TEACHER MEETINGS**

- 28.1 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.
- 28.2 The parent teacher meetings may be held via Teams, telephone or face to face.
- 28.3 The agenda, venue and timing of these meetings will be determined in full and proper consultation with staff and will be scheduled on the school calendar at the beginning of the school year. The final responsibility to ensure meetings occur is the principals.

**29. HOURS OF WORK – EARLY CHILDHOOD SERVICE**

- 29.1 The following provisions only apply to Employees working within an Early Childhood Service which operates for 48 or more weeks per year. Clauses 22 – 28 of this Agreement do not apply to these Employees.
- 29.2 A full-time Employee's ordinary hours of work will be 38 per week which may be averaged over a period of four weeks.
- 29.3 The ordinary hours of work will be worked between 6.00 am and 6.30 pm, on any 5 days between Monday and Friday, and will not exceed 8 hours on any day.
- 29.4 Subject to the provisions of Clause 33 - Individual Flexibility, by agreement between an Employer and an Employee, an Employee may be rostered to work up to a maximum of 10 hours in any one day.
- 29.5 An Employer is required to provide a paid meal break of between 20 and 30 consecutive minutes to an Employee who is engaged or rostered to work for more than 5 hours on a day. Such meal break will start no later than 5 hours after the Employee commenced work on that day and will not count as time worked.
- 29.6 By agreement with the Employer, an Employee may leave the premises or elect not to be on call during the meal break. In that case, the mealtime will not count as time worked and nor will payment be made for that time.
- 29.7 An Employee 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 2 hours and 200% of the minimum hourly rate thereafter.
- 29.8 Notwithstanding clause 29.7 of the Agreement, part-time Employees who agree to work in excess of their normal hours will be paid at ordinary time for up to 8 hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service.
- 29.9 No part-time Employee may work in excess of 8 hours in any day without the payment of overtime.
- 29.10 An Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee. The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked. EXAMPLE: By making an agreement under this clause an Employee who worked 2 overtime hours is entitled to 2 hours' time off.



**30. REQUEST TO REVIEW WORKLOAD**

- 30.1 Where an Employee believes their workload has become unfair or unreasonable, the first action is to approach their direct line manager for discussion, support and/or intervention.
- 30.2 If a satisfactory outcome cannot be achieved within 14 days, the Employer shall be formally approached. If the matter is still not resolved within a reasonable period of time, the Employee can raise the issue under the Dispute Settlement Procedure.

**31. CLASS SIZES**

- 31.1 It is recognised class sizes have implications on Teacher workloads and the quality of education delivery. Schools will prioritise class sizes in school planning and staff deployment.
- 31.2 Schools are to plan not to exceed class sizes as per Table A – General Class Sizes, but, where it can be achieved within available school resources, schools are to attempt to reduce class sizes in line with Table B – Notional Class Size Target.

YEAR	TABLE A General Class Sizes	Table B Notional Class Size Target
K	20	20
P	25	23
P	27	25
K/P	20 – 27	20 – 25
K/P/1	20 at any one time	20 at any one time
1 – 3	24	24
4 – 6	32	30
Mixed Year Classes (Years 4 - 6)	31	29
7 – 10	32	29
11 – 12	25	25
Practical	16 – 22	16 – 22

- 31.3 A practical class is one where issues of safety and workspace are critical to meeting duty of care and is determined by the principal.
- 31.4 Notwithstanding clause 31.3, Secondary outdoor education, home economics, and design and technology classes (woodwork, metalwork, and automotive classes) are designated to be practical classes.
- 31.5 Schools will seek to keep class sizes at or below those in Table A. It is recognised, however, that school and student needs may require variation from these class sizes, provided that:
  - a) The principal, in consultation with the Teacher/s affected, considers the provision of additional support to ensure workloads are distributed as equitably as possible;

- b) A Teacher requested to accept a class size greater than those referred to in Table A can utilise the grievance procedures if they feel aggrieved by any proposed variation; and
- c) Implementation of (a) and (b) is to be within available physical and human resources.

31.6 When planning class sizes, each school must manage its class sizes within its own school-based resources.

31.7 Where schools have been able to form class sizes consistently lower than the sizes identified in clause 31.2, these schools will attempt to maintain, during the life of the Agreement, the reduced levels by continuing to apply available school resources to that effect.

## **32. PLAYGROUND DUTY**

32.1 Where a teacher is required to perform playground supervision, such supervision shall be rostered as to allow a minimum of 30 minutes uninterrupted meal break.

32.2 Duties should be scheduled fairly and equitably between staff. A Part-Time Teacher's duty allocation will be in the same proportion to their teaching load as that of a full-time teacher.

### ***Part Time Teachers***

32.3 The number of hours of scheduled class time and duties of a part-time Teacher shall be set out in writing by the Employer at the time of engagement and at any other time when a variation occurs.

32.4 The Employer will minimise the number of days over which a part-time Employee must work their FTE.

32.5 A part-time Teacher shall only be expected to undertake duties proportional to their hours of work and will not be those normally expected of a full-time Teacher in that school, e.g., yard supervision, staff meetings, etc.

## **33. INDIVIDUAL FLEXIBILITY**

33.1 Notwithstanding any other provisions of this Agreement, an Employee and the Employer may agree to vary the effect of this agreement to meet the genuine individual needs of the Employee and the Employer.

33.2 The terms that an Employee and the Employer may agree to vary the effect of are those concerning:

- a) hours of work; and
- b) allowances.

33.3 Any arrangement for individual flexibility under this clause must be genuinely agreed to by the Employee and the Employer. The arrangement must be in writing and signed by the Employer and the Employee (including the Employee's parent or guardian where he/she is under 18 years of age). A copy of the agreement must be given to the Employee within 14 days of it being agreed to.

33.4 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 Employee being better off overall than the Employee would be if no arrangement was made.

33.5 The individual flexibility arrangement may be terminated:

- a) by the Employee 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 Employee and the Employer.

#### **34. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

34.1 An Employee shall be entitled to requests for flexible working arrangements in accordance with the NES.

34.2 Disputes about the granting or implementation of flexible working arrangements – including refusal on the basis of reasonable business grounds – may be dealt with through the Dispute Settlement Procedure as outlined in Clause 21.

#### **35 CONSULTATIVE COMMITTEE**

- a) Within 6 months of the agreement being registered a consultative committee will be established with representation from the IEU and employer representatives.
- b) The IEU will determine the number and composition of its representation on the consultative committee.
- c) The first matter to be discussed and resolved is the process for long term temporary/fixed term staff to be made permanent
- d) The matters to be discussed and processes/policies to be developed regarding career advancement, promotional positions and workloads for inclusion in the next EBA will include:
  - Creation of an additional salary step beyond step 10
  - Exemplary Teachers
  - Level 3 classroom teachers
  - Decreasing hours of work and class sizes
  - Increased time and resources for the formulation and implementation of IEP's
  - Increasing DOTT time
  - Engagement of Limited Registration teachers
  - Program for engagement, support, and retention of Graduate Teachers
  - Increase to stipend for Student Practicum Mentor Teachers
  - Compulsory Professional Development days

## PART FOUR: LEAVE CONDITIONS

### 36. ANNUAL LEAVE

- 36.1 An Employee in a school, preschool or kindergarten must take annual leave during non-term weeks. Leave must be taken, in the case of an Employee whose employment with the Employer is continuing into the next school or preschool year, in the 4-week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the Employer.
- 36.2 An Employee may only take annual leave re-credited in accordance with the NES during non-term weeks as directed by the Employer.
- 36.3 Annual leave is paid at the Employee's base rate of pay including allowances for the Employee's ordinary rostered hours of work in the period. Annual leave will be paid at the time payment is made in the normal course of the employment, unless the Employee requests to be paid before leave commences.
- 36.4 Employees are not entitled to annual leave loading, which has been incorporated into the minimum rates of pay.
- 36.5 This clause does not apply to Employees working at an Early Childhood Service in accordance with clause 29 of this Agreement.

### 37. ANNUAL LEAVE – EARLY CHILDHOOD SERVICE

- 37.1 An Employee may take annual leave in accordance with the NES.
- 37.2 Annual leave may be taken by agreement between the Employee and the Employer, provided that the Employer will not unreasonably refuse a request to take accrued annual leave. When requesting to take annual leave Employees should provide a minimum of 4 weeks' notice prior to the intended start date.
- 37.3 Notwithstanding clause 37.2 of the Agreement, the Employer may direct an Employee to take:
- a) up to 2 weeks of their accrued annual leave entitlement where the Employee has accrued more than 8 weeks annual leave; or
  - b) accrued annual leave by giving 2 months' notice where it shuts down all or part of the Early Childhood Service due to operational requirements provided that if an Employee does not have sufficient accrued leave they may be required to take leave without pay.
- 37.4 By written agreement with the Employer, an Employee may elect to cash out part of their accrued annual leave entitlement in accordance with the NES.

### 38. LEAVE WITHOUT PAY

- 38.1 An Employee may apply for leave without pay, the granting of such leave is at the discretion of the Employer.
- 38.2 An Employee applying for leave without pay must state the period of leave sought and the reason for the leave being sought.
- 38.3 The maximum period for which leave is granted under this clause shall be one year.

- 38.4 Should any alternative employment within Employer schools listed in Schedule 1 of this agreement be sought during the period of leave, the Employee is to advise the Employer.
- 38.5 Leave without pay does not break an Employee's continuity of service but it does not count towards the Employee's Continuous Service for any purposes of this Agreement.
- 38.6 If an Employee is granted leave without pay the question of the Employee'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 an Employee upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

**39. PERSONAL / CARER'S LEAVE**

- 39.1 Employees are entitled to 15 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.
- 39.2 Thirteen days of the personal leave are cumulative.
- 39.3 Personal/carer's leave accrues on a weekly basis 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).
- 39.4 Unused paid personal/carer's leave accumulates from year to year but is not paid on termination.
- 39.5 Paid personal/ carer's leave is paid at the Employee's ordinary rate of pay for the ordinary hours the Employee would have worked during the period of leave.
- 39.6 Where a public holiday falls during a period of paid personal/ carer's leave the Employee is taken not to be on personal/carers leave on that day.

***Personal Leave***

- 39.7 An Employee 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 Employee's accrued entitlement to paid personal/carer's leave.
- 39.8 An Employee may be required to provide reasonable evidence for any absence of more than 2 consecutive workdays.
- 39.9 Reasonable evidence may include:
- a) a medical certificate indicating that the Employee was unfit for work because of personal illness or injury; or
  - b) where it is not reasonably practical to obtain a medical certificate, a statutory declaration detailing the same information.

***Carer's Leave***

- 39.10 An Employee is entitled to paid or unpaid carer's 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.

- 39.11 Paid carer's leave is deducted from the Employee's accrued paid personal/carer's leave.
- 39.12 Employees (including Relief Teachers) are entitled to a period of up to 2 days unpaid carer's leave per occasion. Full-time and part-time Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
- 39.13 An Employee may be required to provide reasonable evidence for any absence of more than 2 consecutive workdays.
- 39.14 Reasonable evidence may include:
- a) a medical certificate indicating that the Employee is required to provide care or support to an immediate family or household member because of personal illness, injury or because of an emergency affecting that person; or
  - b) where it is not reasonably practical to obtain a medical certificate a statutory declaration which includes a statement that the Employee was required to provide care or support to an immediate family or household member because of personal illness, injury or because of an emergency affecting that person.
- 39.15 The Employer may require an Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person that they are taking carer's leave to provide care and support to.

#### **40. INFECTIOUS DISEASES LEAVE**

- 40.1 An Employee is entitled to leave with pay where a medical practitioner certifies that the Employee, as a direct result of exposure during the course of their duties, has contracted one of the following infectious diseases through contact in the workplace:
- 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 declared pandemic or epidemic
- 40.2 The Employee must produce a medical certificate which specifically names the disease, and the Employee shall request in writing that the leave not be debited against personal leave.

#### **41. COMPASSIONATE LEAVE**

- 41.1 Employees are entitled to 4 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.
- 41.2 Compassionate leave is payable at the Employee's base rate of pay for the ordinary hours the Employee would have worked had they not proceeded on the leave.

41.3 In order to be entitled to compassionate leave the Employee must provide the Employer with evidence to satisfy a reasonable person of the illness, injury or death. The Employer may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person he/she is taking compassionate leave for.

#### **42. COMMUNITY SERVICE LEAVE**

42.1 Employees are entitled to community service leave in accordance with the NES and relevant State Legislation.

42.2 Where a full-time or part-time Employee is required to attend Jury Duty the Employer will continue to pay the Employee in accordance with the Juries Act 1957.

42.3 Where a Relief Teacher is required to attend Jury Duty, the Employer will pay the Employee if there was a reasonable expectation of work during the period for which they attended Jury Duty in accordance with the Juries Act 1957.

42.4 Where an Employee attends a voluntary emergency management activity, they will be paid at their ordinary rate of pay for the ordinary hours the Employee was scheduled to work.

42.5 To be entitled to community service leave Employees must provide proof to satisfy a reasonable person that they have been or will be engaged in an eligible community service activity. Employees on jury service are required to provide an attendance certificate.

#### **43. CULTURAL AND CEREMONIAL LEAVE**

43.1 An Employee who identifies as Aboriginal or Torres Strait Islander is entitled to ceremonial leave:

- a) Connected with the death of a member of the immediate family or extended family (provided that no Employee 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.

43.2 Where ceremonial leave is taken for the purposes outlined in clause 43.1, up to ten days in each year of employment will be with pay.

43.3 Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

43.4 Ceremonial leave granted under this clause is in addition to compassionate leave granted under clause 41.

43.5 Employees may be required to provide reasonable evidence to support their entitlement to be absent on ceremonial leave.

#### **44. PUBLIC HOLIDAYS**

44.1 Public Holidays shall be observed as gazetted for the work location.

44.2 Where Employees 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.

## **45. OTHER LEAVE**

### ***Catholic Day***

- 45.1 All full-time and part-time Employees are reasonably expected to participate in co-curricular Catholic events and functions that occur outside ordinary hours of work. For part-time Employees, this expectation relates to a proportionate amount of such events and functions as expected of a full-time Employee.
- 45.2 Such events and functions include, but are not limited to, liturgies, mass, and sacramental programs.
- 45.3 In recognition for an Employee's attendance at such events and functions, all full-time and part-time Employees will be entitled to Catholic Day.
- 45.4 Catholic Day is:
- a) One extra day of paid leave, additional to any other leave entitlements under this Agreement.
  - b) Not cumulative and is not paid out on termination of employment.
- 45.5 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.
- 45.6 Where Catholic Day does not fall on a part-time Employee's usual rostered day of work, the Principal will provide an alternative equivalent benefit in lieu in agreement with the Employee.

### ***Discretionary Leave Day***

- 45.7 All full-time and part-time Employees who have completed at least 12 months continuous service with a Catholic School will be entitled to a Discretionary Leave Day.
- 45.8 A Discretionary Leave Day is:
- a) One extra day of paid leave per year, additional to any other leave entitlements under this Agreement.
  - b) Not cumulative and is not paid out on termination of employment.
- 45.9 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 unreasonably harshly or unfairly exercised.

## **46. LONG SERVICE LEAVE**

- 46.1 In addition to the Long Service Leave Act 1958 (WA): an Employee's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates:

up to ten years of continuous service, 1.3 weeks for each year of service;

for each subsequent year, 1.86 weeks for each year of service.

- 46.2 Subject to clause 46.5 of this Agreement, an Employee who has completed a minimum of 8 years continuous service shall be entitled to take such accumulated leave entitlement.
- 46.3 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).



- 46.4 The process for taking leave shall be as follows:
- a) Once a teacher has become entitled to a period of long service leave, he or she shall make an application in writing to the school as to when they wish to take that leave within the next 24 months. Applications to take long service leave will be in writing with at least one month's notice, and preferably one term's notice. The Principal must consider all requests and approval will not be unreasonably withheld.
  - b) Where an agreement has been reached for the taking of long service leave and circumstances arise that necessitate an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.
- 46.5 Where the continuous service of an Employee during the period of accrual contains any period which is less than full time then that Employee's entitlement shall be calculated as follows;
- a) the number of weeks accrued shall be in accordance with clause 46.1; and
  - b) payment for the period accrued shall be the average that the Employee's hours bears to that of a full time Employee over the accrual period.
- 46.6 The Employee continues to accrue long service leave entitlement for any period during which the Employee is absent on full pay from their duties; long service leave does not accrue for any period exceeding two weeks during which the Employee is absent on unpaid leave.
- 46.7 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 Employee. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that Employee's entitlement.
- 46.8 Annual leave observed by the school shall count for the purposes of calculating an Employee's entitlement to long service leave.
- 46.9 Any public holiday which occurs during the period an Employee 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.
- 46.10 Where an Employee has become entitled to a period of long service leave in accordance with the clause, the Employee 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 Employee:
- 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 and only at the request of the employee, as a term with the excess entitlement being paid in lieu; or
  - d) with the agreement of the Employer, an Employee is entitled to take accumulated long service leave usually in minimum periods of one week. The Employer and Employee are not prevented from entering into an agreement at any time, without the requirement to give notice as per clause 46.4, allowing the Employee 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.)

- 46.11 Payment for long service leave shall be made at the same time as the Employee's salary would have been paid if the Employee had remained at work or paid in advance if requested in writing by the Employee.
- 46.12 Where an Employee has completed at least 7 continuous years of service and employment is terminated by:
- a) the Employee'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 46.1.
- 46.13 In the case to which clause 46.12 applies, and in any case in which the employment of the Employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the Employer shall:
- a) upon termination of employment otherwise than by death, pay to the Employee; or
  - b) upon termination of employment by death, pay to the authorised representative of the Employee 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 such termination. Such payment shall be deemed to have satisfied the obligation of the Employer in respect of leave hereunder.
- 46.14 Accrued long service leave entitlements are portable between Catholic Schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.
- 46.15 Where an Employee 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 Employee was confined to their place of residence or a medical facility for a period of at least fourteen consecutive calendar days, the Employer shall grant personal leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.
- 46.16 Cash out of Long Service Leave:
- a) An Employee may by agreement with their Employer, cash out any portion of an entitlement to long service leave.
  - b) Where an Employee 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.
  - c) Employees 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.

## **47. PARENTAL LEAVE**

### **47.1 Entitlement to Parental Leave**

- a) Except as outlined in this clause, Employees are entitled to parental leave in accordance with the NES.
- b) Employees are eligible for parental leave entitlements in accordance with the below table. Employees are entitled to an extension of up to 12 months leave in accordance with the NES.

<b>Parental Leave</b>	<b>12 to 36 months service</b>	<b>&gt; 36 months service</b>
Entitlement	Up to 12 months	Up to 24 months
Extension Entitlement	Up to 12 months	Up to 12 months

***Paid parental leave***

47.2 An Employee who:

- a) is the primary carer; and
- b) has completed 24 months' Continuous Service
- c) is entitled to up to 20 weeks paid parental leave.
- d) 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 Employee's primary carer status for example, a statutory declaration.
- e) Where the Employee is a member of an Employee couple within the sector, only one Employee may make a claim for paid parental leave under this clause.
- f) The paid parental leave shall be paid fortnightly from the commencement of parental leave, or otherwise by agreement with the Employer.
- g) An Employee 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.
- h) The rate of salary to be applied to the paid parental leave shall be the Employee's weekly rate of salary at the time of commencing parental leave.
- i) The employee will continue to receive employer SGC contributions and accrual of all leave entitlements during the paid parental leave.
- j) 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.

***Subsequent Pregnancy***

47.3 Where an Employee has an entitlement to paid or unpaid parental leave in accordance with clause 47.1 any subsequent pregnancy prior to returning to work will be deemed a new and separate period of parental leave.

47.4 The Employee is entitled to paid and unpaid parental leave in accordance with this clause.

***Notice requirements for parental leave***

47.5 An Employee 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.

***Leave Extension***

47.6 An Employee who requests an extension of their leave as per clause 47.1(b) must make their request to the Employer in writing at least 10 working weeks (term time) before the end of the Employee's initial period of unpaid parental leave, unless otherwise agreed with the Employer.

47.7 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:

- a) They have given the Employee a reasonable opportunity to discuss their request.
- b) There are reasonable business grounds to do so.

47.8 The employer must provide any reasons for refusal in writing.

47.9 The employee may enact the dispute settlement procedures of this agreement for a refusal of extension.

**Return to work**

47.10 An Employee shall confirm their intention to return to work at least 10 working weeks' (term time) prior to the conclusion of parental leave wherever possible.

If:

47.11 Fixed term Employee

- a) A fixed term Employee 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.
- b) Where an ongoing Employee 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.
- c) The Employer should discuss with the Employee the impact of the parental leave period on the fixed term contract prior to the parental leave commencing.

47.12 Other work during parental leave:

- a) Employees are not permitted to undertake any other work whilst on paid parental leave.
- b) Employees are permitted to undertake work 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.
- c) The employee may undertake relief work at their own school or another school during the unpaid parental leave without it impacting on their entitlement to unpaid parental leave.
- d) SGC contributions will continue to be paid during the period of paid parental leave.

**48. FAMILY AND DOMESTIC VIOLENCE LEAVE**

48.1 An Employee experiencing family and domestic violence is entitled to ten days per year paid family and domestic violence leave for the purposes of attending medical appointments, legal proceedings and other activities related to family violence.

48.2 An Employee who is required to support a member of their Immediate Family or Household experiencing family and domestic violence may access the entitlements 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.

48.3 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 Employee.

48.4 Employees may be required to provide reasonable evidence to support their entitlement to access paid family and domestic violence leave.

**49. SPECIAL LEAVE**

- 49.1 An Employee shall on sufficient cause being shown, be granted three (3) days special leave with pay.
- a) 'Sufficient cause' is defined as a matter or situation for which:
  - b) no other paid leave is available; and
  - c) no other arrangements can reasonably be made; and
  - d) the absence from duty is required due to pressing necessity.
- 49.2 Special leave is not cumulative from year to year.
- 49.3 Consideration of requests for special leave is not to be harshly or unfairly exercised.

**50. STUDY LEAVE**

- 50.1 The Employer may grant to any Employee 5 days of paid leave per year to undertake an accredited course of study provided by an educational institution or registered training organisation.
- 50.2 In determining whether to grant study leave, the Employer will consider matters such as:
- a) the relevance of the proposed study to the Employee's employment.
  - b) the reasonable operational requirements of the Employer; and
  - c) the alignment to CEWA strategic directions and Quality Catholic Education.
- 50.3 An Employee 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.
- 50.4 The Employer may grant additional leave with or without pay as considered necessary. Additional leave with pay may be granted in accordance with clause 49.
- 50.5 Employees will be required to provide reasonable evidence to support their entitlement to be absent on study leave.

**51. PORTABILITY OF ENTITLEMENTS**

- 51.1 Employees who cease employment with the catholic education sector by reason of redundancy or resignation shall have continuity of service for all purposes of this agreement if the teacher is reemployed by a catholic school within six (6) months.

**52. PROFESSIONAL DEVELOPMENT DAYS BEGINNING AND END OF YEAR**

The scheduling and content of **the 7 days of PD** (student free days) per year for the next school year) are to be agreed at the end of each school year in discussion and consultation with school staff. The arrangements agreed will be placed on the school calendar at the commencement of the school year.

## PART FIVE: SIGNATURES AND SCHEDULES

### SIGNATURES

#### *For Employer*

Signed for and on behalf of Employer Bargaining Agent/Representative name> (ABN .....).

\_\_\_\_\_  
Signature on behalf of  
the Employer

\_\_\_\_\_  
Name of person authorised  
to sign

Date: / /

\_\_\_\_\_  
Position

Address

Post Code

#### *For Employees*

**The Independent Education Union of Australia WA Branch  
Suite 20, 63 Knutsford Avenue RIVERVALE WA 6103**

\_\_\_\_\_  
Rebecca Collopy  
Branch Secretary  
The Independent Education Union of Australia WA Branch

Date: / /

**SCHEDULE 1 – LIST OF EMPLOYERS**

Catholic Education Western Australia Limited (ABN 47 634 504 135)

Mazenod College Limited (ABN 53 128 213 267)

Servite College Council Inc (ABN 69 356 899 381)

Loreto Nedlands Limited (ABN 42 317 652 643)

Mercy Education Limited (ACN 154 531 870)

John XXIII College Inc (ABN 65 415 939 827)

Norbertine Canons Inc (ABN 29 781 711 208)

Trustees of Edmund Rice Education Australia (ABN 96 372 268 340)

Marist Schools Australia Limited (ABN 76 654 014 794)

Without Prejudice

## SCHEDULE 2 - PROMOTIONAL POSITIONS

### (1) Secondary Schools

An employee 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.

#### *Promotional Level 1*

Significant responsibility for a large pastoral, administrative or educational area.

#### *Promotional Level 2*

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.

All allowances relating to promotional positions are minima.

The scale of promotional allowances paid shall be based on the promotional level as determined in paragraph (a) of this subclause and the school category as defined in paragraph (d) of this subclause.

The allowances per annum shall be as follows:

From 6 December 2021 (3%):

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	\$14,976	\$14,297	\$12,078	\$9,661
Level 2	\$10,481	\$10,007	\$8,454	\$6,761
Level 3	\$7,485	\$7,144	\$6,037	\$4,829
Level 4	\$4,493	\$4,289	\$3,624	\$2,897



From 6 December 2022 (3%):

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	\$15,425	\$14,726	\$12,440	\$9,951
Level 2	\$10,796	\$10,308	\$8,708	\$6,964
Level 3	\$7,710	\$7,358	\$6,218	\$4,973
Level 4	\$4,628	\$4,418	\$3,732	\$2,984

From 6 December 2023:

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	TBC	TBC	TBC	TBC
Level 2	TBC	TBC	TBC	TBC
Level 3	TBC	TBC	TBC	TBC
Level 4	TBC	TBC	TBC	TBC

In addition to the allowances in clause 1 (d) of Schedule 2 of this Agreement, an Employee appointed to a promotional position in a secondary school is also entitled to receive a Senior Teacher allowance where eligible.

Instead of the above, a school may

After consultation with the staff; and

with the agreement of the parties to this Agreement introduce a school-based system of promotional positions to replace these arrangements.

## **(2) Primary Schools**

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.

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.

An Employee cannot be provided more than one SRA allowance.

Primary Special Responsibility Allowances (SRAs) have a maximum tenure of two years and are not portable between Catholic Schools.

The allowances per annum shall be as follows:

From 6 December 2021 (3%):

Enrolment	Special Responsibility Allowance	Total
<100	1 x \$2,842	\$2,842
100 – 300	2 x \$2,842	\$5,684
301+	3 x \$2,842	\$8,525

From 6 December 2022

Enrolment	Special Responsibility Allowance	Total
<100	1 x \$2,927	\$2,927
100 – 300	2 x \$2,927	\$5,854
301+	3 x \$2,927	\$8,781

From 6 December 2023

Enrolment	Special Responsibility Allowance	Total
<100	1 x TBC	TBC
100 – 300	2 x TBC	TBC
301+	3 x TBC	TBC

In addition to the allowances in clause 2 (f) of Schedule 2 of this Agreement, an Employee appointed to an SRA in a primary school is also entitled to receive a Senior Teacher allowance where eligible.

**SCHEDULE 3 – REMOTE AREA PACKAGE-TO BE DISCUSSED \_NOT AGREED**

**(1) Applicable Rates**

An Employee who is supporting an immediate family member shall be paid the full rate and an Employee who does not support an immediate family member shall be paid the half rate as set out in this schedule.

For the purposes of this clause ‘immediate family member’ has the same meaning as in clause 3 of this Agreement:

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

resides within the same household as the Employee.

Where the Employee is a member of an Employee couple, the total of the allowances payable to them will not exceed the full allowance rate for the locality in which they are employed.

**(2) Location Allowance**

In addition to the salaries prescribed in this Agreement, an Employee shall be paid the following allowances when employed in the locations described in Table One:

Table One

TOWN	Half Rate Allowance \$/fortnight	Full Rate Allowance \$/fortnight
Balgo Hills	\$188.56	\$377.12
Beagle Bay	\$171.09	\$342.19
Bililuna	\$188.56	\$377.12
Boulder	\$19.89	\$39.77
Broome	\$123.55	\$247.11
Carnarvon	\$54.43	\$108.86
Derby	\$129.06	\$258.12
Esperance	\$34.50	\$69.00
Kalgoorlie	\$19.89	\$39.77
Karratha	\$135.12	\$270.23
Kununurra	\$161.70	\$323.41
Lake Gregory / Mulan	\$188.56	\$377.12
Lombadina	\$171.09	\$342.19
Mullewa	\$31.17	\$62.34
Port Hedland	\$125.73	\$251.45

TOWN	Half Rate Allowance \$/fortnight	Full Rate Allowance \$/fortnight
Red Hill / Halls Creek	\$154.57	\$309.14
Ringer Soak / Yaruman	\$188.56	\$377.12
Southern Cross	\$31.17	\$62.34
Turkey Creek / Warmun	\$171.09	\$342.19
Wyndham	\$160.84	\$321.69

Where an Employee is on annual leave or receives payment instead of annual leave, he/she shall be paid for that period of such leave the location allowance to which he/she would ordinarily be entitled.

Where an Employee 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 they remain in the location in which he/she is employed.

Each location allowance shall increase from 1 July each year in line with the Western Australian Industrial Relations Commission Location Allowance General Order.

### (3) Air Conditioning Reimbursement

An air conditioning reimbursement will be paid to Employees to defray electricity expenses incurred by the running of air conditioners for all months of the year upon presentation of a paid electricity account.

The air conditioning reimbursement is paid to Employees on presentation of a paid electricity account.

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

The air conditioning reimbursement per fortnight is as follows:

Table Two

TOWN	Half Rate Allowance \$/fortnight	Full Rate Allowance \$/fortnight
Balgo Hills	\$26.62	\$53.20
Beagle Bay	\$31.03	\$62.06
Bililuna	\$26.60	\$53.20
Boulder	\$5.31	\$10.62
Broome	\$31.03	\$62.06
Carnarvon	\$11.53	\$23.06
Derby	\$32.80	\$65.60
Kalgoorlie	\$5.31	\$10.62
Karratha	\$28.37	\$56.74

<b>TOWN</b>	<b>Half Rate Allowance \$/fortnight</b>	<b>Full Rate Allowance \$/fortnight</b>
Kununurra	\$30.14	\$53.20
Lake Gregory / Mulan	\$26.60	\$53.20
Lombadina	\$31.03	\$62.06
Mullewa	\$5.31	\$10.62
Port Hedland	\$28.37	\$56.74
Red Hill / Halls Creek	\$25.71	\$51.42
Ringer Soak / Yaruman	\$26.60	\$53.20
Southern Cross	\$5.31	\$10.62
Turkey Creek / Warmun	\$30.14	\$60.28
Wyndham	\$39.90	\$79.80

Part time teaching staff receive pro rata reimbursement, dependent upon their part time fraction.

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**

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.

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 school will then cover the difference of 16 cents per unit.

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

Relocation reimbursement will be within the following allowances:

Table Three

<b>ZONE</b>	<b>HALF Rate Allowance</b>	<b>FULL Rate Allowance</b>
Isolated and remote	12 cubic metres	20 cubic metres
Country towns	20 cubic metres	35 cubic metres
Turkey Creek/ Warmun	15 cubic metres	25 cubic metres

Zones in Table 3 are determined as follows:

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

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

This reimbursement applies to the following scenarios:

On appointment – Employees moving from point of hire to any of the zones in Table Three.

During employment – Employees 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.

During employment – Employees 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.

On resignation or termination – Employees 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 Employee has given the required notice under clause 15.

The new Employee 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 Employee.

Transportation of a Motor Vehicle:

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

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

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

## **(6) Travel Provisions**

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

On appointment - Employees moving from point of hire to any of the locations prescribed in Table One.

During employment – Employees 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.

During employment – Employees 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.

On resignation or termination – Employees 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 Employee has given the required notice under clause 30.

Travel costs will be calculated as follows:

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

The amount reimbursed will not exceed the actual amount paid.

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

#### Christmas Travel

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

The total amount reimbursed for travel costs will not exceed the actual amount paid.

Travel by air will be reimbursed based on standard economy airfare to Perth for the Employee (spouse and children, if applicable).

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

Reimbursement shall apply to the kilometres travelled or the cost of the airfare(s) whichever is the lesser.

Should the Employee 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 Employee (spouse and children if applicable) travelled by air.

An Employee 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 Employee 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.

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:

the journey is by the shortest practicable route;

where two or more Employees are travelling together only the Employee who is the owner of the vehicle is reimbursed; and

associated expenses, such as accommodation and meals, are at the expense of the Employee.

Should an Employee wish to travel outside Western Australia, the equivalent standard economy airfare (including spouse and children, if applicable) to Perth will be payable to the Employee 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.

#### Group 6 School Mid Semester Travel

Employees employed in Group 6 schools as outlined in clause (7) (b) will receive a return flight to Broome at the end of Term 2 or Term 3.

The return flight will be arranged by the relevant school in conjunction with Employee(s) at the school, to ensure the efficient and effective arrangement of relevant flights.

**(7) Financial Incentives**

Employees may be eligible for the following Financial Incentives:

Table Four

No. of continuous years completed	Group 3	Group 4	Group 5	Group 6
1	\$2,500	\$3,000	\$6,000	\$19,000
2	\$3,500	\$4,000	\$8,000	\$19,000
3	\$4,500	\$5,000	\$10,000	\$19,000
4	\$4,500	\$5,000	\$10,000	\$19,000
5 or more	\$4,500	\$5,000	\$10,000	\$19,000

Table Four groups are categorised as follows:

Group 3 – Boulder, Broome, Carnarvon, Esperance, Karratha, Kalgoorlie, Kununurra, Mullewa, and Southern Cross.

Group 4- Derby, and Port Hedland.

Group 5- Beagle Bay, Lombadina, Red Hill/Halls Creek, Turkey Creek/Warmun and Wyndham.

Group 6 - Balgo Hills, Billiluna, Lake Gregory/Mulan and Ringer Soak/Yaruman.

Eligibility:

Part time Employees receive pro rata financial incentive, based on their part time equivalent.

Financial incentives are payable after 12 months' continuous service at the same school, or between schools within the same group.

Where an Employee 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 12 months' continuous service.

Where an Employee 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 4, 5 and 6 schools only**

An Employee in a Group 4, 5 or 6 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 43 - Long Service Leave of this Agreement.

An Employee shall be entitled to take the leave entitlement accumulated at clause (8) (a) after completing four years' continuous service in a Group 4, 5 or 6 school.

This clause will not preclude an Employee who has an entitlement to long service leave as per clause 43 of this Agreement from taking such leave while working in a Group 4, 5 or 6 school.