

## The proposed terms of settlement for a new Catholic Schools Enterprise Agreement

Catholic Employers have presented the union with their proposed terms of settlement for a new Enterprise Agreement for Catholic school staff, which we believe represents a fair and reasonable settlement of all outstanding matters.

When finalised, the agreement will ensure consistent core conditions apply for all of our staff and that your workplace arrangements and entitlements reflect the realities of what it means to work in a school today.

When these terms are agreed, employers and the union will work together to draft the agreement which you will have the opportunity to review in full prior to a vote.

In the meantime we have outlined the key terms of settlement below and what they mean for you.

### WAGE INCREASES FOR TEACHERS

As agreed in the NSW public sector, a 2.27% pay increase will be provided to Teachers and backdated to 1 January 2015, once the Agreement is approved by the Fair Work Commission.

A 2.5% increase will be provided on 1 January 2016.

### Additional information for Teachers in the ACT

Rates of pay for ACT public sector teachers are yet to be settled. If the ACT public sector rates are higher than the rates of pay for ACT teachers in the proposed agreement, the Archdiocese of Canberra and Goulburn will match the higher rate from the first full pay period on or after the public sector enterprise agreement is approved by the Fair Work Commission.

### WAGE INCREASES FOR GENERAL EMPLOYEES

To bring all employees together under the one agreement, from 2016 General Employees will receive wage increases at the same time as teachers – from the first full pay period on or after 1 January each year.

This means that over the first year of this agreement, General Employees will receive *two increases within six months* - the 2015 wage increase of 2.27% at the ordinary time (1 July) as well as the increase of 2.5% in January 2016.

### COVERAGE

The proposed agreement will cover Teachers and General Employees who work in primary and secondary schools in NSW and the ACT. In order to not further delay settlement, Employers are committed to working with the union to discuss the coverage of IT staff over the life of the Agreement.

## PERSONAL/CARER'S LEAVE

Employers are recommending new personal/carer's leave provisions from 1 January 2016 of 15 days per year, which would, for the first time, accrue uncapped.

All your existing leave accruals would remain with you and all new employees would receive *an additional 15 days upfront* on commencement of employment.

Most employees only use on average about 7 days of their leave each year. The move to 15 days uncapped accruals will not impact most, but will ultimately benefit long standing staff members who are likely to require more leave later in their career, particularly as teachers are choosing to work later in life.

As part of this package, the following changes to leave are also proposed:

- ✓ Evidence of absence may only be requested after 3 days absence for illness/injury, instead of 2.
- ✓ You will be able to obtain your evidence of absence in a number of ways, which may include visiting a pharmacist, chiropractor, physiotherapist, psychologist and others.
- ✓ All employees will be able to access personal/carer's leave to deal with unexpected emergencies or if they require time off due to domestic violence.
- ✓ Employees (including casuals) will be able to take up to 2 days unpaid carer's leave for each occasion that a member of their immediate family or household requires care.
- ✓ Employers will now provide one week of *paid leave* for non primary-caregivers upon the birth or adoption of a child, with any additional leave to be taken from personal/carer's leave.
- ✓ Current maternity leave entitlements will change to enable 14 weeks of paid leave to be accessed by the primary caregiver - mother *or* father.
- ✓ Portability arrangements will be available for employees to transfer accrued personal/carer's leave to a new employer – including all diocesan schools in NSW/ACT and some participating Catholic Independent Schools.
- ✓ General employees will have access to a range of additional leave options including:
  - up to five days a year of paid community service leave
  - exam study leave
  - up to two years of unpaid leave to work in an approved overseas volunteer program (if they have worked a minimum of 5 years)
  - military reserve leave

## ANNUAL LEAVE AND PUBLIC HOLIDAYS

All employees will continue to receive 4 weeks annual leave as per current arrangements. The Agreement has also been updated to include the public holidays on Easter Sunday (NSW only), Canberra Day and Family and Communities Day (in the ACT). The additional public holiday for a General Employee required to work 48 weeks per year will also be retained.

## LONG SERVICE LEAVE

Employees will continue to accrue their long service leave, and after 10 years of service will be eligible to cash out a portion.

## CATHOLIC ETHOS

Employers believe that there should be a clear statement in the Agreement which outlines the expectations that all staff support the teachings and values of the Catholic Church in schools. This is no different to what currently exists in our contracts, policies and letters of appointment.

The clause in full:

### 1.1 Mission of Catholic Schools

NSW and ACT Catholic Systemic Schools strive to be:

- a) truly Catholic in their identity and life;
- b) centres of the new evangelisation;
- c) places where the dignity and potential of every student is recognised and developed;
- d) places where students are formed in the faith and can achieve high levels of 'Catholic religious literacy' and practice;
- e) places where the learning outcomes of every student are improved.

### 1.2 Role of Employees

Employees are required to support the mission, teachings and ethos of the Catholic Church's works in Schools.

This requires that they:

- a) Acknowledge and accept that their work in Schools is part of the mission of the Catholic Church.
- b) Agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education.
- c) Will avoid any influence on students that is not consistent with such mission, teachings or ethos.

Nothing in this Agreement prevents an Employer specifying other terms relating to the mission, teaching and ethos of the Catholic Church in contracts of employment, policies or guidelines.

## SALARY PACKAGING

Where it is provided by an Employer, salary packaging arrangements will now be accessible to all employees.

## TRAVEL ALLOWANCE

This allowance will be payable on the basis that kilometres travelled in an employee's own motor vehicle will be calculated by deducting the kilometres of the employee's ordinary daily commute to and from their usual place of employment from the total kilometres travelled. The rates will be calculated on a daily basis as follows (except for the Diocese of Wilcannia-Forbes\*):

TRAVEL ALLOWANCE	RATE \$
Less than 100km	0.65 per km
100km and over	0.50 per km

\*In the Diocese of Wilcannia-Forbes, the rate will be a flat 50c per km.

## SUSPENSION CLAUSE

The status quo in relation to suspension (stand-down) that exists in the current Teachers Agreement provisions will apply to all staff.

## ALLEGATIONS OF REPORTABLE CONDUCT

Employers have provided the union with a clause which addresses their claim, ensuring fair procedures for employees who have been subject to an allegation. Importantly, this provision also ensures that the safety of children is a central concern in any procedure.

## TEACHER CLASSIFICATION STRUCTURE – HELPING US MOVE TO THE STANDARDS

A new standards-based structure for teachers will commence on 1 January 2016, helping our teachers to prepare for the move to the National Standards and reflecting similar changes that have been made in systems and schools across the country.

Transitional arrangements will take place over some time, the specifics of which are still being agreed with the union. Importantly, no teacher will be worse off under the new structure, and will transfer across to the salary bands below based on their current rate of pay.

### Conditionally Accredited

The Conditionally Accredited classification has 2 levels, to reflect the current definitions for CC3YT and CC4YT teachers.

**Level 1** A teacher who is in the process of completing an approved initial teacher education program.

**Level 2** A teacher who is in the process of completing an approved initial teacher education program but has previously completed another degree.

### Band 1 (Graduate)

A Graduate teacher will have completed all course requirements of an approved initial teacher education program and is working towards achieving accreditation with BOSTES or TQI. A teacher will be eligible to progress from Graduate once they have had their proficient teacher accreditation, and have performed a minimum of two years of full time service in a registered school.

### Band 2 (Proficient)

A Proficient teacher will have achieved and is maintaining accreditation at Proficient standard with the relevant Teacher Accreditation Authority. This band will also apply to a teacher who has been automatically classified as proficient based on the transitional arrangements.

**Level 1 – 5** - There are 5 incremental levels within proficient, with progression after each year of full-time teaching in a registered school.

### Band 3 (Highly Accomplished)

A Highly Accomplished teacher will have achieved and is maintaining accreditation at Highly Accomplished standard with the relevant Teacher Accreditation Authority. These teachers may be consulted with to provide mentoring, coaching and other types of professional interactions at different locations to support the needs of the Diocese.

## OTHER PROVISIONS FOR TEACHERS

### TEACHER MEAL BREAKS

Employers propose no change to your current arrangements for meal breaks. Any changes to accommodate timetabling needs of schools will take place in consultation and agreement with you.

### SUPPORT FOR GRADUATE TEACHERS AND THEIR MENTORS

We know that graduate teachers require support to reach accreditation. This agreement will set out the expectations for employers to provide this support, through induction programs, mentoring and appropriate classroom release.

### TEACHER PERFORMANCE AND DEVELOPMENT

A range of different arrangements are currently in place across Dioceses. Over the next year, employers will work with the union to see how these might be developed into a common language for Catholic Systemic Schools.

### PD FOR TEACHERS

Employers propose that there be nothing in the Agreement which stipulates when your PD should take place, as it is largely self-directed, in situ learning that's managed locally between you and your employer.

### WORK PRACTICE AGREEMENTS

Current arrangements will continue to apply in relation to your Work Practice Agreements.

### PROMOTIONS POSITIONS

The status quo will remain in relation to current promotions positions.

### SPECIAL GEOGRAPHIC ALLOWANCE

An allowance will continue to apply to Teachers in the Dioceses of Armidale (\$2600 p.a.) In Wilcannia-Forbes, separate discussions regarding the arrangements that will apply will be taking place with the union.

### OTHER MATTERS RELATING TO TEACHERS IN THE ACT

The **superannuation co-contribution** will continue to apply for existing teachers only in the ACT (i.e. those teachers employed prior to the commencement date of the new agreement.)

The move to **Exemplar Teacher** level will become an automatic step for salary progression.

## A NEW STRUCTURE FOR GENERAL EMPLOYEES

The Agreement brings together all support, operational, maintenance and outdoor staff under one General Employee classification structure that better reflects the duties and skills required of employees.

It is designed to create consistent conditions for employees and to help identify clear professional pathways by setting out the requirements and training you need to progress.

There are three classification streams within the new General Employee structure:

**School Operational Services** Maintenance & outdoor staff, cleaners, bus drivers, canteen and uniform shop staff.

**School Administrative Services** Clerical and secretarial staff.

**Classroom and learning support services** School aides and learning support assistants.

Within each stream there are several levels containing one or more pay-points. Progression through these pay-points is based on 12 months service.

As per the Teachers' arrangements, transitional arrangements are currently being finalised with the union. Importantly, no one will be worse off as a result, with most employees moving across based on their current rates of pay, and a small number to receive a pay increase as a result of the transition.

Following the transition, any employee who feels that their role and duties are not adequately reflected in their new classification can apply for reclassification at another level. If successful, their reclassification will apply from the first full pay period on or after the date of their application.

## OTHER PROVISIONS FOR GENERAL EMPLOYEES

### MINIMUM STARTS

There will be no change to current arrangements for minimum starts. Bus drivers and cleaners who are new to the agreement will be able to be engaged for a minimum period of two hours.

### ACTING AT A HIGHER FUNCTION

Employees who act in a higher position for 5 days or more will receive the higher position's rate of pay. This is a change to current arrangements, and reflects common practice across the industry.

### WORK DURING PUPIL VACATION PERIODS

Maintenance and outdoor employees who are not currently required to work during pupil vacation periods will not be required to under the new agreement.

## SPAN OF HOURS

The span of ordinary hours for General Employees will be worked on five days out of seven between the hours of 7.00am and 6.00pm Monday to Friday inclusive and between the hours 7.30am and 12 noon on a Saturday.

For cleaners, the span of ordinary hours will be worked on five days out of seven between the hours of 6.00am and 7.30pm Monday to Friday inclusive and between the hours 7.30am and 12 noon on Saturday.

## ACCESS TO MORE ALLOWANCES

The existing Mixed Health, Medication, First Aid and Health Care Procedures Allowances will be simplified into two allowances - Care Procedures and First Aid. Employees who meet the requirements are now eligible to be paid **both**.

Some other allowances for General Employees have been increased – the rates will be as follows:

ALLOWANCES	RATE \$
Meal Allowance - per occasion	14.35
First Aid per week	18.03
First Aid per day	3.61
Health Care Procedures per week	18.80
Health Care Procedures per day	3.76
Uniform and Laundry Allowance	7.52
Broken Shift per shift	7.50*

\* **Broken Shift Allowance** – Bus drivers and cleaners will be paid this allowance when rostered to work a broken shift. Note the maximum amount payable under this allowance will be for two shifts (\$15.00 per day).

## APPRENTICES & SUPPORTED WAGE EMPLOYEES

These groups of employees will now be entitled to the conditions of employment and wage rates under the Agreement, instead of the minimum rates provided in the award.

## CONSULTATION FOR CHANGES TO YOUR ROSTER

New consultation requirements will be provided for employers making a change to regular roster or ordinary hours of work.

## CLASSROOM & LEARNING SUPPORT SERVICES – EMPLOYEES ON FIXED TERM CONTRACTS

Employers will maintain the status quo in existing agreements for employees who fall under the Classroom and Learning Support Services Stream employed on recurring fixed term contracts. Employers commit to continuing discussions with the union on this matter over the life of the agreement.