# A summary of the proposed Agreement

A number of NSW Catholic Independent Schools have reached agreement with the Independent Education Union (IEU) on a new multi-enterprise agreement (the Agreement) to cover Support Staff across a number of Catholic Independent Schools.

# The proposed Agreement has the support and endorsement of your Employer and the IEU.

# However, in order for it to be approved, it must be supported by Support Staff in a ballot. See below for a summary of the proposed Agreement to assist you in making an informed vote.

# What is the name of the proposed Agreement?

*NSW Catholic Independent Schools (Support Staff – Model C) Multi-Enterprise Agreement 2020.*

# What is a multi-enterprise agreement?

The Agreement is a multi-enterprise agreement because it covers Support Staff at different Schools/Colleges.

# Term of the proposed Agreement

If approved by the Fair Work Commission, the Agreement will expire on 31 December 2021. However, it will remain in place after this date until it is terminated or replaced.

# The proposed Agreement provides higher pay as well as back‑pay

If the Agreement is approved, Employees will receive the following increases;

* 2.5% wage increase from the first full pay period on or after 29 January 2020  
  (back-dated where appropriate)
* 2.28% wage increase from the first full pay period on or after 29 January 2021.

In addition, work related allowances will increase in line with wage increases.

Pay increases (including back-pay, where applicable) will flow through as soon as practicable if there is a successful “Yes” vote at the School.

The Superannuation Guarantee Charge is scheduled to increase to 10% in 2021. If this increase does not go ahead, the salary increase for 2021 will be increased to a maximum of 2.5% if this occurs for NSW Government school teachers.

# Improved conditions under proposed Agreement

The proposed Agreement contains a number of changes and improvements to conditions which include:

## Superannuation – choice of fund (clause 12.1)

The Superannuation clause has been amended to allow Employees a choice of superannuation fund.

## Span of hours for School Support Staff and IT Staff (clause 13.1(a))

The earliest starting time on weekdays for School Support Staff and IT Staff has been varied from 7.30am to 7am. This provides both schools and staff with greater flexibility around working hours. Other provisions regulating hours of work including the maximum ordinary hours which can be worked have not changed.

The hours of work provisions for other categories of staff including Maintenance and Outdoor, Bus Drivers, General Operational and Nursing Staff are unchanged.

## Part time additional hours paid at casual rates (clause 13.3(b))

Additional hours for part time Employees will now be remunerated at casual rates of pay, rather than at ordinary time rates. The payment of the higher casual rate means that leave entitlements will not accrue on these additional hours. Overtime rates will still apply for time worked outside the ordinary hours bandwidth and for time worked in excess of 8 hours in a day or 38 hours in a week.

## Personal carers leave evidence requirements (clause 18.5(a))

Employees will no longer be required to provide evidence to support an absence for personal injury or illness for the first three days in each year.

## Taking long service leave (clause 20.8)

Provisions that long service leave should be taken as soon as practicable after it accrues, and that the Employer can direct the taking of long service leave with one month’s notice have been included in the Agreement. These provisions already apply as they are contained in the Long Service Leave Act but their inclusion in the Agreement provides greater clarity for Employees and Employers.

## Emergency Disaster Leave (clause 21.4)

The proposed Agreement provides that up to five days per annum can be taken from personal/carer’s leave for absences related to natural disasters such as floods and bushfires. For example, for absences due to transport disruptions or for clean-up purposes where safety is an issue. The Employer can require Employees to provide evidence supporting such absences.

## Aboriginal and Torres Strait Islander Cultural and Ceremonial Leave (clause 21.5)

The proposed Agreement includes a new form of leave providing Employees of Aboriginal and Torres Strait Islander descent with time off to attend cultural and ceremonial obligations.

Three days paid leave is available to full-time and part-time Employees to attend community meetings. Three days unpaid leave (in addition to the existing Compassionate Leave) is available to full-time and part-time Employees on the death of an immediate or extended family member or for other ceremonial obligations. Casual Employees can access up to two days unpaid leave for these purposes.

## Disputes Procedure (clause 24)

There have been some significant changes to the existing disputes resolution clause. The main change is the clause now allows for either party to refer a dispute to the Fair Work Commission for arbitration without the consent of the other party, provided all of the initial steps to attempt to resolve the dispute are satisfied first.

## Modern Award changes

Some changes have been made consistent with provisions in the Educational Services (Schools) General Staff Award 2020:

* Payment of monies owed on termination within 7 days of employment ceasing (clause 7.4)
* Additional steps and processes when Employees request flexible working arrangements (clause 28).

# Conditions maintained in the proposed Agreement

* A Mission, Teachings and Ethos clause
* Calculation of salary adjustments
* 17.5% annual leave loading
* Personal/carer’s leave entitlements
* Long service leave entitlements
* Other leave entitlements (including parental, compassionate, jury service and community service leave).

# What are the next steps?

## Availability of the proposed Agreement

The Agreement will be circulated/made available to all Support Staff by:

* email
* hard copies will be placed in staff rooms and all common areas on Campus.
* A copy of the Agreement will also be placed on the College website.

## Access Period

On **Thursday 13 August 2020,** the 7 day access period commences. This is the formal 7 day period during which you have the opportunity to access a copy of, and consider, the proposed Agreement. The access period will conclude on **Thursday 20 August 2020.**

## The electronic ballot

Support Staff will be able to cast their vote online (electronically).

Please read carefully the voting instructions sheet provided by the external ballot provider, **Australian Election Company**. The online ballot is confidential and your identity is kept separate to your vote. The Employer will only receive information on the outcome of the ballot, not who or how individuals voted. The details for the online ballot are:

* At 6am, **Friday 21 August 2020** the ballot will open
* At 4pm, **Thursday 27 August 2020** the ballot will close.

After the close of the ballot, the **Australian Election Company** will advise the Employers of the ballot’s outcome, and Support Staff will then be notified as soon as possible by their Employer.

The Agreement will apply to each Employer where a majority of those who vote, vote “Yes”. The Agreement will not apply to any Employer where the majority of Support Staff who vote, vote “No”.

# If the ballot is successful, what happens next?

As the bargaining representative for the Employers, the Catholic Commission for Employment Relations will apply to the Fair Work Commission (FWC) for the Agreement to be approved. The FWC will assess the Agreement to ensure it complies with the law and passes the Better Off Overall Test (BOOT).

# When will the Agreement apply?

The Agreement will commence 7 days after it is approved by the FWC.

# Conclusion

The proposed Agreement secures pay increases (including back-pay, where applicable) and other improvements in conditions.

Your Employer and the IEU endorse the proposed Agreement and encourage you to vote “YES”.

# Questions

If you have any questions about the proposed Agreement or the process outlined, please ask your Principal, or the IEU as your bargaining representative.