# 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 teachers 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 teachers 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 (Teachers – Model C) Multi-Enterprise Agreement 2020.*

# What is a multi-enterprise agreement?

The Agreement is a multi-enterprise agreement because it covers teachers 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, teachers will receive the following pay increases;

* 2.5% salary increase from the first full pay period on or after 1 January 2020
(back-dated where appropriate)
* 2.28% salary increase from the first full pay period on or after 1 January 2021

In addition, promotion position allowances will increase in line with salary 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 occur, the salary increase for 2021 will be increased to a maximum of 2.5% if this occurs for NSW Government ebrschool teachers.

# Improved conditions under proposed Agreement

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

## Lead Teacher Classification (clause 7.1(e))

A new classification for Teachers who are accredited as Lead Teacher is included in the proposed Agreement. Teachers this classification level will be paid $116,524 from 2020. Note that a Teacher cannot receive a promotion position allowance in addition to this salary.

## Proficient Pending Classification (clause 7.7)

A Teacher with a minimum amount of full-time equivalent teaching service, but who does not have Proficient Teacher accreditation for one of the following reasons, will be classified as Proficient Pending for an interim period:

* the Teacher previously had Proficient Teacher status but no longer has that status with NESA;
* the Teacher was employed in NSW for the first time prior to 1 October 2004 and was therefore not required by NESA to attain Proficient Teacher accreditation;
* the Teacher was previously employed in another state or territory in Australia, has obtained Proficient Teacher status (or equivalent) in that jurisdiction and is seeking mutual recognition of that status with NESA; or
* the Teacher has overseas teaching service in accordance with the Agreement.

To be eligible, a Teacher from interstate or NSW must have at least 2 years full time equivalent teaching service, and a Teacher with overseas service must have at least 3 years full time equivalent teaching service.

The Teacher will be placed on the relevant salary level within the Proficient classification according to his or her teaching service (that is, not including a period of two years of full-time equivalent teaching service, which is deemed to be service at Graduate). The Teacher will remain at the Proficient classification for one year full time equivalent teaching service, during which period the Teacher may apply for Proficient Teacher accreditation or apply for mutual recognition (in the case of an interstate Teacher) with NESA.

If the Teacher obtains Proficient Teacher accreditation within the timeframe above, the Teacher will then be classified as Proficient. However, if this does not occur within the timeframe specified, the Teacher will be paid at Graduate until the Teacher achieves Proficient Teacher accreditation.

## Credit for Overseas Teaching Service (clause 7.4)

The proposed Agreement allows for the recognition of overseas teaching service for progression through the standards classification structure.

For the overseas service to be eligible for recognition, the service must have occurred in a recognised primary or high school for students between the ages of 5-18. This service must have occurred while the Teacher held a teacher education qualification recognised by NESA as sufficient to grant Provisional accreditation.

Service will be recognised only in years of full-time equivalent teaching service. Any remaining incomplete or part years of service will not be recognised.

Detailed administrative arrangements for claiming this service are prescribed in the Agreement.

## Credit for Early Learning Teaching Service (clause 7.5)

The proposed Agreement allows for the recognition of service completed after 1 January 2020 as an Early Childhood Teacher. The service must have been conducted in a centre based early childhood education and care service. Service in an out of school ours care service or family day care service is not recognised.

Detailed administrative arrangements for claiming this service are prescribed in the Agreement.

## Superannuation – Choice of Fund (clause 10.1)

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

## Emergency Disaster Leave (clause 16.2)

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 16.3):

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

## Disputes Procedure (clause 18)

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 (Teachers) Award 2020:

* Payment of monies owed on termination within 7 days of employment ceasing (clause 6.5);
* Additional steps and processes when requesting flexible working arrangements (clause 23).

## Fair Procedures clause (clause 19)

This clause has been updated to reflect changes to legislation, and in particular the introduction of the *Children’s Guardian Act 2019.*

# 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 entitlement and cap
* Long service leave entitlement
* Other leave entitlements (including parental, compassionate, jury service and community service leave)
* Options for additional super contributions.

# What are the next steps?

## Availability of the proposed Agreement

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

* email
* hard copies will be placed in all staff rooms and 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

Teachers 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 teachers 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 teachers 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.