

PART 1 : PARAMETERS

1. – TITLE

This Agreement shall be known as The Roman Catholic Archbishop of Perth Teachers Enterprise Bargaining Agreement 2009 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 6 of 2006.

2. – ARRANGEMENT

Part 1 : Parameters		
1.	Title	1
2.	Arrangement	1
3.	Parties to the Agreement	2
4.	Scope of Agreement	2
5.	Definitions	2
6.	Term of Agreement	3
7.	Expiration of Agreement	3
8.	No Extra Claims	3
9.	No Duress	3
10.	Objects of the Agreement	3
Part 2 : Salaries and Allowances		
11.	Salaries	4
12.	Promotional Positions	8
13.	Location Allowances	12
14.	Travelling Allowance	13
15.	Deferred Salary Scheme	13
Part 3 : Holidays and Leave		
16.	Holidays and Vacations	16
17.	Leave Without Pay	16
18.	Long Service Leave	17
19.	Parental Leave	19
20.	Sick Leave, Family Leave, Bereavement Leave Infectious Diseases Leave and Ceremonial Leave	21
21.	Special Leave	24
Part 4 : Conditions		
22.	Appraisal	25
23.	Change	26
24.	Conditions of Employment	27
25.	Contract of Service	28
26.	Dispute Avoidance and Grievance Procedure	29
27.	Induction	29
28.	Manner of Life	30
29.	Part Time Teachers	31
30.	Playground Duty	32
31.	Professional Development	32
32.	Professional Responsibilities	32
33.	Protective Clothing	32
34.	Records	33
35.	Redundancy Provisions	33
36.	Right of Entry	35
37.	Superannuation	36
38.	Termination	36
39.	Signatures	37
Schedule 1 Remote Area Package		38

3. - PARTIES TO THE AGREEMENT

This Agreement is made between the Roman Catholic Archbishop of Perth and the Independent Education Union of Western Australia, Union of Employees (IEUwa).

4. - SCOPE OF AGREEMENT

- (1) This Agreement shall apply to all teachers who are employed in Catholic schools in Western Australia who are covered by the provisions of the Independent Schools' Teachers' Award (1976) in Western Australia and who are members or eligible to be members of the IEUwa.
- (2) This Agreement provides for all conditions contained within the Independent Schools' Teachers' Award (1976).
- (3) The number of teachers covered by this agreement is 3923.

5. - DEFINITIONS

- (1) "Catholic school" shall mean a school within the meaning of the School Education Act 1999 (the Act) and which is administered within the scope of the system agreement (compliant with S173 of the Act) between the Minister and the Catholic Education Commission of Western Australia.
- (2) "Continuous Service" shall include full-time, part-time and temporary service, paid leave and unpaid leave of less than two (2) consecutive weeks, within the Catholic system.
- (3) "Enrolment" in respect of a particular year means the enrolment as at the official Commonwealth School Census in July of the preceding year.
- (4) "Part-time teacher" shall mean a teacher employed regularly on the staff of a Catholic school and who works less than the normal hours which a full time teacher is required to work.
- (5) "Promotion Position" shall mean a position which involves
 - (a) the supervision of other members of staff and/or
 - (b) administrative duties in excess of those usually required of a teacher in a Catholic School and/or
 - (c) pastoral care duties or any other Promotion Position responsibilities in excess of those usually required of a teacher in a Catholic School.
- (6) "Relief Teacher" shall mean a teacher employed part-time or full-time on a daily or half daily basis for a period not exceeding nineteen consecutive days in the same school.
- (7) "Teacher" shall mean any person registered by the Western Australian College of Teaching (WACOT) and employed on the teaching staff of a Catholic school including those employed with "Limited Authority to Teach" (as defined by WACOT) but does not include the Deputy Principal or the Principal.

- (8) "Temporary Teacher" shall mean a teacher engaged as full time or part time as a replacement teacher or such other purpose as may be required to fulfil the teaching obligations of the school, provided that the period of engagement of a temporary teacher shall be not less than twenty consecutive working days and not more than a period of twelve months, except where a substantive teacher on unpaid leave is granted an extension, the temporary teacher's engagement may be extended for the period of this extension.
- (9) "WACOT" shall mean the Western Australian College of Teaching, the statutory body empowered to register teachers in Western Australia.

6. - TERM OF AGREEMENT

- (1) This Agreement shall come into effect on and from the date of registration and shall expire on 7 July 2011.
- (2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

7. - EXPIRATION OF AGREEMENT

- (1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.
- (2) Negotiations for a new Enterprise Agreement will commence no earlier than 1 July 2010.

8. - NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

9. - NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

10. - OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised:

Catholicity –

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism –

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility –

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

PART 2 : SALARIES AND ALLOWANCES

11. – SALARIES

- (1) (a) The minimum annual rate of salary payable to registered teachers engaged in the classifications prescribed in subclause (2) of this clause shall be:

	Effective from 5-Sep-08	Effective from 1-Jan-09	Effective from 5-Oct-09	Effective from 1-Feb-10 Structural Adjustment	Effective from 1-Oct-10
	6%	Include LL	5%		4%
Step 1	\$47,466	\$48,083	\$50,487	\$50,487	\$52,506
Step 2	\$52,325	\$53,027	\$55,678	\$55,678	\$57,905
Step 3	\$52,806	\$53,515	\$56,190	\$57,876	\$60,191
Step 4	\$56,268	\$57,023	\$59,874	\$61,845	\$64,319
Step 5	\$59,731	\$60,533	\$63,559	\$65,784	\$68,415
Step 6	\$63,194	\$64,042	\$67,244	\$70,606	\$73,431
Step 7	\$66,656	\$67,551	\$70,928	\$75,184	\$78,191
Step 8	\$70,119	\$71,060	\$74,613	\$76,851	\$79,925
Step 9	\$72,310	\$73,280	\$76,944	\$78,521	\$81,662
Step 10					\$84,863

- (b) On application by the teacher and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the teacher into an approved Superannuation fund nominated in accordance with the provision of Clause 37 - Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with Superannuation Guarantee (Administration) Act 1992, Federal legislation or an employer's contributory superannuation fund.
- (c) A copy of any agreement reached in accordance with paragraph (b) of this subclause shall be attached to the salary record of the teacher concerned.
- (d) For the purposes of determining weekly or fortnightly salary, the annual salaries as prescribed in this subclause, shall be divided by 52.16 or 26.08 respectively.
- (e) Effective from 1 January 2009 salaries include Annual Leave Loading calculated at a rate equivalent to 17.5 per cent of four weeks' salary.
- (2) Classification Structure
- (a) Qualifications
- (i) Approved teaching qualifications for the purposes of this Agreement shall mean
- (aa) for four year post secondary purposes a,
- (AA) University Degree and Diploma of Education; or
- (BB) University Degree and Teacher's Certificate; or
- (CC) Bachelor of Education Degree
- (bb) for three year post secondary purposes a,
- (AA) Diploma of Teaching; or
- (BB) a three year Bachelor Degree including teaching; eg. a Bachelor of Arts in Education
- (cc) for two year post secondary purposes a Teacher's Certificate or equivalent.

- (ii) When a registered teacher upgrades their teaching qualification from three years to four years post secondary, then in calculating the new position on the incremental scale, all previous relevant full time equivalent experience shall count.
 - (iii) When a registered teacher upgrades their teaching qualification to five years or greater post secondary, then that teacher shall be credited with one extra year's experience for salary purposes. For the purpose of this subclause, a second or higher degree shall include a graduate diploma or a degree at honours level.
 - (iv) Where there is a disagreement as to the level of an overseas qualification, the matter shall be referred to the National Office for Overseas Skills Recognition (NOOSR) for determination.
 - (v) 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.
- (b) From 1 January 2009 positions on the incremental scale will be determined as follows:
Registered teachers who have satisfactorily completed approved teaching qualifications :
- (i) of four years post secondary level (including teacher training) shall commence at step 2 and progress to the top of the salary scale by annual increments.
 - (ii) of three years post secondary level (including teacher training) shall commence at step 1 and progress to the top of the salary scale by annual increments.
 - (iii) of less than three years post secondary level (including teacher training) shall commence at step 1 and progress to step 8 by annual increments and then by biennial increments to the top of the salary scale.
- (c) Persons holding a Limited Authority to Teach shall be placed on Step 1 with no further incremental progression.
- (d) On appointment, a registered teacher shall be placed at the appropriate salary level according to qualifications and full-time equivalent teaching experience.
- (e) For the purposes of this clause, an annual increment shall mean a year of full time equivalent experience.
- (3) Senior Teacher (Catholic School)
- (a) Senior Teacher (Catholic School) 1
- To progress to Senior Teacher (Catholic School) 1 a teacher must:
- (i) commit to the concept of being a teacher in a Catholic school. This commitment encompasses an understanding and knowledge of the basic teachings of the Catholic Church, Christian Witness and the integration of Gospel values into the total life of the school, including all learning areas; and
 - (ii) have completed two years full time equivalent experience at the top of the salary scale (i.e step 9 from 1 January 2009); and
 - (iii) have completed Accreditation to Teach in a Catholic School.

NOTE: For the purposes of subclause (ii) above if a three year trained teacher was on Step 8 as at 31 December 2008 and progresses to Step 9 a combination of Step 8 and Step 9 will satisfy subclause (ii).

(b) Senior Teacher (Catholic School) 2

To progress to Senior Teacher (Catholic School) 2 a teacher must complete one year full time equivalent experience at Senior Teacher (Catholic Schools) 1.

(c) Tenure

To maintain the Senior Teacher (Catholic Schools) classification a teacher must maintain their Accreditation to Teach in a Catholic School status through meeting the ongoing Accreditation to Teach in a Catholic School renewal criteria.

(d) Portability

Subject to sub-clause (c) of this clause, the Senior Teacher (Catholic School) 1 and 2 classifications are portable between Catholic Schools in Western Australia.

(e) From 1 October 2010 the Senior Teacher (Catholic Schools) 1 will convert to Step 10 on the salary scale. To progress to Senior Teacher (Catholic School) classification a teacher must:

- (i) commit to the concept of being a teacher in a Catholic school. This commitment encompasses an understanding and knowledge of the basic teachings of the Catholic Church, Christian Witness and the integration of Gospel values into the total life of the school, including all learning areas;
- (ii) have completed two years full time equivalent experience at the top of the salary scale (i.e step 10 from 1 October 2010); from 1 October 2010 a four year trained teacher may have a combination of Step 9 and Step 10 if they were on Step 9 as at 1 October 2010; and
- (iii) have completed Accreditation to Teach in a Catholic School.

Subject to sub-clause (c) of this clause, the Senior Teacher (Catholic School) classification is portable between Catholic Schools in Western Australia.

NOTE: For the purposes of subclause (ii) above if a three year trained teacher was on Step 8 as at 31 December 2008 and progresses to Step 9 a combination of Step 8 and Step 9 will satisfy subclause (ii). From 1 October 2010 a four year trained teacher may have a combination of Step 9 and Step 10 if they were on Step 9 as at 1 October 2010.

(f) Allowance. From 1 October 2010, ST(CS) 1 converts to Step 10 on the salary schedule and ST(CS) 2 reverts to ST(CS). The provisions of subclauses (c) (d) & (e) above still apply to ST(CS).

Allowances per annum				
	<i>5 September 2008</i>	<i>1 January 2009</i>	<i>5 October 2009</i>	<i>1 October 2010</i>
<i>ST(CS) 1</i>	\$1,816	\$1,840	\$1,932	
<i>ST(CS) 2</i>	\$3,883	\$3,935	\$4,132	
<i>ST(CS)</i>				\$4,297

(4) Exemplary Teacher (Catholic School)

(a) Appointment

Subject to

- (i) a successful appraisal conducted by the Principal and,
- (ii) a limit of no more than one (1) Exemplary Teacher (Catholic School) 1 or 2 per 500 students in any one school as below,

Enrolment	ET(CS)s
≤500	1
501 – 1,000	2
1,001- 1,500	3
1,501+	4

- (iii) the applicant having held Senior Teacher (Catholic School) 2 for one (1) year prior to taking up the proposed appointment a teacher may be appointed by the Principal of a school to the position of Exemplary Teacher (Catholic School) 1 or 2.

(b) Tenure

The appointment to an Exemplary Teacher (Catholic School) 1 or 2 promotion position in a school shall be for a period of three (3) years, provided that during the period of tenure, to maintain the Exemplary Teacher (Catholic Schools) 1 or 2 promotion position, a teacher must maintain his/her Accreditation to Teach in a Catholic School.

(c) Portability

An Exemplary Teacher (Catholic Schools) 1 or 2 promotion position is not portable between Catholic Schools in Western Australia.

(d) Allowances

Allowances per annum				
	5 September 2008	1 January 2009	5 October 2009	1 October 2010
ET(CS) 1	\$3,439	\$3,485	\$3,659	\$3,806
ET(CS) or ET(CS)2	\$5,125	\$5,194	\$5,453	\$5,672

In addition to an Exemplary Teacher (Catholic School) allowance, an ET(CS) holder is also entitled to receive a Senior Teacher (Catholic Schools) allowance where eligible.

(e) Duties

The duties for an Exemplary Teacher (Catholic School) 1 or 2 promotion position shall be determined by the Principal of that school and shall be made known to the applicant prior to the applicant accepting the particular appointment in the school.

(5) Relief teachers

- (a) Relief Teachers employed for five consecutive working days or less shall be paid as follows:

	5 September 2008	1 January 2009	5 October 2009	1 October 2010

Full day :	\$298.66	\$302.66	\$313.60	\$367.15
Half Day :	\$149.33	\$151.33	\$156.80	\$183.58

For the purposes of this subclause, a half day is determined as the hours usually worked in a school prior to the lunch break or the hours worked from the beginning of the lunch break until the end of the school day.

- (b) Relief teachers employed for more than five (5) consecutive working days shall be paid for the period at the rate of salary appropriate to their qualifications and experience on a weekly basis of annual salary divided by forty (40) or a daily basis of annual salary divided by two hundred (200).
- (6) Salary Packaging
Salary packaging in compliance with the Catholic Education Commission of Western Australia's policy statement shall be available to teachers.
- (7) Error in Payment
When an error in payment of wages and/or allowances has been made, discussions should take place between the employee and the employer/principal regarding a scheme of payment to rectify the error.

12. - PROMOTIONAL POSITIONS

(1) SECONDARY SCHOOLS

- (a) A teacher 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.

Promotional Level 1

The management of a major department, for example, secondary English, or an equivalent responsibility, for example, in the pastoral care of students.

Promotional Levels 2, 3 and 4

The levels assigned will recognise the gradation of responsibilities which apply within a school among various promotional positions.

For example, for promotional Level 2: the management of a small department or an equivalent level of responsibility.

For example, for promotional Level 3: second in charge of a major department, or an equivalent level of responsibility.

For example, for promotional Level 4: co-ordinator of a subject, i.e., subject teachers with minimal supervision of other staff, or an equivalent level of responsibility.

- (b) All allowances relating to promotional positions are minima.
- (c) 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.

(d) The allowances shall be as follows:

(i) From 5 September 2008

	Category 1 Enrolment >1000 students	Category 2 Enrolment 601-1000 students	Category 3 Enrolment 300-600 students	Category 4 Enrolment <300 students
Level 1	\$10,966	\$10,469	\$8,843	\$7,073
Level 2	\$7,675	\$7,328	\$6,190	\$4,951
Level 3	\$5,482	\$5,234	\$4,421	\$3,536
Level 4	\$3,289	\$3,141	\$2,653	\$2,121

(ii) From 1 January 2009

	Category 1 Enrolment >1000 students	Category 2 Enrolment 601-1000 students	Category 3 Enrolment 300-600 students	Category 4 Enrolment <300 students
Level 1	\$11,113	\$10,609	\$8,962	\$7,168
Level 2	\$7,778	\$7,426	\$6,273	\$5,017
Level 3	\$5,556	\$5,304	\$4,480	\$3,583
Level 4	\$3,333	\$3,183	\$2,689	\$2,149

(iii) From 5 October 2009

	Category 1 Enrolment >1000 students	Category 2 Enrolment 601-1000 students	Category 3 Enrolment 300-600 students	Category 4 Enrolment <300 students
Level 1	\$11,514	\$10,992	\$9,285	\$7,427
Level 2	\$8,059	\$7,694	\$6,500	\$5,199
Level 3	\$5,756	\$5,496	\$4,642	\$3,713
Level 4	\$3,454	\$3,298	\$2,786	\$2,227

(iv) From 1 October 2010

	Category 1 Enrolment >1000 students	Category 2 Enrolment 601-1000 students	Category 3 Enrolment 300-600 students	Category 4 Enrolment <300 students
Level 1	\$11,974	\$11,431	\$9,656	\$7,724
Level 2	\$8,381	\$8,001	\$6,760	\$5,406
Level 3	\$5,986	\$5,715	\$4,827	\$3,861
Level 4	\$3,592	\$3,429	\$2,897	\$2,316

(e) In addition to the allowances in subclause (d), a teacher appointed to a promotional position in a secondary school is also entitled to receive a Senior Teacher (Catholic School) allowance where eligible.

(f) Instead of the above, a school may

(i) after consultation with the staff and

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

(2) PRIMARY SCHOOLS

(a) Assistant Principals

- (i) Primary schools shall appoint, in accordance with this Agreement and CECWA policy, an Assistant Principal (Religious Education) and an Assistant Principal (Administration).
- (ii) The allowances shall be as follows:

From 5 September 2008

	School enrolment (100-300)	School enrolment (> 300)
One AP	\$10,966	
Two APs	\$5,482	\$10,966
Three APs		\$7,311

From 1 January 2009

	School enrolment (100-300)	School enrolment (> 300)
One AP	\$11,113	
Two APs	\$5,556	\$11,113
Three APs		\$7,409

From 5 October 2009

	School enrolment (100-300)	School enrolment (> 300)
One AP	\$11,669	
Two APs	\$5,833	\$11,669
Three APs		\$7,780

From 1 October 2010

	School enrolment (100-300)	School enrolment (> 300)
One AP	\$12,136	
Two APs	\$6,067	\$12,136
Three APs		\$8,091

- (iii) In addition to the promotional position allowance, an Assistant Principal is also entitled to receive a Senior Teacher (Catholic Schools) allowance where eligible.
- (iv) In lieu of the provisions in this Agreement and the Award, an Assistant Principal may elect to sign a common law Deed of Agreement.

(b) Primary Special Responsibility Allowances (SRAs).

- (i) SRAs are not portable between Catholic schools.
- (ii) Schools shall be entitled to the following SRAs:

From 5 September 2008

Enrolment	SRAs	Total
<100	1 x \$2,054	\$2,054

100 - 300	2 x \$2,054	\$4,108
301+	3 x \$2,054	\$6,162

From 1 January 2009

Enrolment	SRAs	Total
<100	1 x \$2,082	\$2,082
100 - 300	2 x \$2,082	\$4,164
301+	3 x \$2,082	\$6,246

From 5 October 2009

Enrolment	SRAs	Total
<100	1 x \$2,186	\$2,186
100 - 300	2 x \$2,186	\$4,372
301+	3 x \$2,186	\$6,558

From 1 October 2010

Enrolment	SRAs	Total
<100	1 x \$2,273	\$2,273
100 - 300	2 x \$2,273	\$4,546
301+	3 x \$2,273	\$6,819

- (iii) In schools with enrolments less than 100 students, the whole 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.
- (iv) In schools with enrolments of 100 and greater, the Principal shall decide the number of positions (eg school with enrolment of 150 could have 4 SRAs at 50% allowance each), the duties associated with the position and the level of allowance in each school within the following parameters:
 - (aa) A maximum allowance equivalent to one allocation amount to any one person
 - (bb) Each SRA is for a period of 1 or 2 years
- (v) In addition to an SRA allowance, an SRA holder is also entitled to receive a Senior Teacher (Catholic School) allowance where eligible.

13. - LOCATION ALLOWANCES

- (1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement, an employee shall be paid the following allowances when employed in the towns described hereunder.

Town	Half Rate Allowance \$ /fortnight	Full Rate Allowance \$ /fortnight
Balgo Hills	\$183.96	\$367.92
Beagle Bay	\$166.92	\$333.84
Billiluna	\$183.96	\$367.92
Boulder	\$16.55	\$33.10
Broome	\$120.54	\$241.08
Carnarvon	\$53.10	\$106.20
Derby	\$125.91	\$251.82
Esperance	\$33.66	\$67.32
Gibb River	\$183.96	\$367.92
Kalgoorlie	\$16.55	\$33.10
Karratha	\$131.82	\$263.64
Kununurra	\$157.76	\$315.52
Lake Gregory / Mulan	\$183.96	\$367.92
Lombadina	\$166.92	\$333.84
Mullewa	\$30.41	\$60.82
Port Hedland	\$122.66	\$245.32
Red Hill / Halls Creek	\$150.80	\$301.60
Ringer Soak / Yaruman	\$183.96	\$367.92
Southern Cross	\$30.41	\$60.82
Tardun	\$53.56	\$107.12
Turkey Creek / Warmun	\$166.92	\$333.84
Wyndham	\$156.92	\$313.84

- (2) Except as provided in subclause (4) of this clause, a teacher who is supporting a dependent shall be paid the full rate and a teacher who does not support a dependant the half rate prescribed in subclause (1) of this clause.

- (3) Where both spouses are employees in Catholic Schools in Western Australia, the total of the allowances payable to them will not exceed the full allowance rate for the locality in which they are employed.
- (4) Where a teacher:
 - (a) is provided with board and lodging by his/her employer, free of charge; or
 - (b) is provided with an allowance instead of board and lodging by virtue of this Agreement or an Order or Agreement made pursuant to the School Education Act; such a teacher shall be paid $66\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.
- (5) Where a teacher 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.
- (6) Where a teacher is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid the location allowance for the period of leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause in relation to an employee, dependent shall mean:
 - (a) a spouse resident within the State
 - (b) a child under the age of 18 years

who is not in receipt of an income exceeding the separate net income as set by the Australian Taxation Office for the purposes of the dependent spouse tax offset.

- (8) Each location allowance shall be matched from 1 July each year in line with the Western Australian Department of Education and Training rates.

14. - TRAVEL ALLOWANCES

- (1) Where a teacher is required by the employer to work away from the teacher's usual place of employment, the employer shall pay the teacher any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.
- (2) Where a teacher is required and authorised to use his/her own motor vehicle in the course of duty, the teacher shall be paid an allowance of not less than that provided for taxation purposes by the Australian Taxation Office, unless otherwise agreed by the teacher.

15. - DEFERRED SALARY SCHEME

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

- (1) Eligibility
 - (a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.
 - (b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

(2) Period of Leave

- (a) The period of leave will be for twelve (12) months, from 1 January to 31 December.
- (b) Participants will not be able to return to a position at the same school during the 12 month leave period.
- (c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.
- (d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.
- (e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed in Clause 17 - Leave Without Pay of this Agreement.

(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 a teacher'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 two payments, one in each of the financial years.

- (b) The participant will be taxed only on the amount actually received, in this case 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.

(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 (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

(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.

(6) Long Service Leave, Sick 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 will further 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.
- (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. A participant 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 subclause (4) of this clause.
 - (c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.
- (8) Superannuation
- Contributions are based on 100% of the participant's normal salary over the first four years only.
- (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.
- (10) Portability
- (a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.
 - (b) The teacher 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.
- (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 teacher of the result of their applications by 31 October of the same year.

PART 3 : SCHOOL HOLIDAYS AND LEAVE

16. - HOLIDAYS AND VACATIONS

- (1) Except as hereinafter provided, a teacher shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.
- (2) If after one week's continuous service in any calendar year a teacher lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the teacher, the teacher shall be granted salary instead of vacation leave proportionate to his/her length of service. Provided that a teacher who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.
- (3)
 - (a) Where a teacher has been paid for leave, which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the teacher is not entitled.
 - (b) Where the employment of a teacher is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.
- (4) A teacher on approved paid leave, shall accrue entitlement to payment under this clause.
- (5) A teacher who is justifiably dismissed for serious misconduct shall not be entitled to the benefits of the provisions of this clause.
- (6) A leave loading equivalent to 17.5 per cent of four weeks' salary has been annualised and included in the salaries as set out in the schedule in Clause 11. – Salaries, sub clause (1) (a) of this agreement

17. – LEAVE WITHOUT PAY.

- (1) While a teacher has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.
- (2) A teacher applying for leave under this clause must state the period of leave sought and the reason for the leave being sought.
- (3) Leave without pay does not involve loss of continuity of service for salary, sick leave and long service leave purposes and shall not be taken into account in calculating the period of service for any purposes of this Agreement.
- (4) If a teacher is granted leave without pay the question of the teacher's specific duties on return to work shall be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made a teacher upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.
- (5) The maximum period for which leave is granted under this clause shall be one year.

18. - LONG SERVICE LEAVE

- (1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates:
 - (a) up to ten years of continuous service, 1.3 weeks for each year of service;
 - (b) for each subsequent year, 1.86 weeks for each year of service.
- (2) Subject to subclause (5) of this clause, a teacher who has completed a minimum of 8 years service shall be entitled to take such accumulated leave entitlement.
- (3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Independent Schools' Teachers' Award (1976).
- (4) The process required for the taking of leave shall be as follows:
 - (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
 - (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
 - (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.
- (5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows:
 - (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
 - (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.
- (6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.
- (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 teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.
- (8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.
- (9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.
- (10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher :

- (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, as a term with the excess entitlement being paid in lieu; or
- (d) with the agreement of the employer, a Teacher is entitled to take accumulated long service leave in minimum periods of one week.

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated –

- (a) by the teacher'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 subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher 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 teacher; or
- (b) upon termination of employment by death, pay to the authorised representative of the teacher,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is 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.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

(15) Where a teacher 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 teacher was confined to their place of residence or a medical facility for a period of at least fourteen (14) consecutive calendar days, the employer shall grant sick leave for the period during which the teacher was so confined and reinstate long service leave equivalent to the period of confinement

19. - PARENTAL LEAVE

(1) Entitlement to Parental Leave

- (a) A teacher who has had twelve months continuous service is entitled to a period up to 104 weeks unpaid parental leave in respect of the:
- (i) birth of a child to the teacher or the teacher's spouse; or
 - (ii) adoption of a child who is not the natural child or the step-child of the teacher or the teacher's spouse, is under the age of 5; and has not lived continuously with the teacher for 6 months or longer.

- (b) A teacher who has an entitlement to parental leave under subclause (a) above and who is identified as the mother of a child or the primary care giver of the child in the case of an adoption, and who has completed 24 months continuous service in Catholic Education in Western Australia shall be entitled, upon application for a minimum of a term's Parental leave, to a Parental Payment equivalent to 14 weeks salary. Any holiday pay adjustment required as a result of the parental leave shall be made at the time the Parental Payment is made to the employee.

The rate of salary to be applied shall be the teacher's weekly rate of salary at the time of making application for leave.

- (c) A pregnant teacher may commence the period of parental leave any time up to 6 weeks before the expected date of birth. Any other primary care giver may commence the period of parental leave from the birth date or for the purposes of adoption from the placement of the child.
- (d) The parental leave entitlement of up to a maximum of 104 weeks may be shared between parents but may not be taken concurrently except
- (i) for 1 week at the time of the birth or placement of a child or
 - (ii) with the approval of the employer.
- (e) Where less than the 104 weeks of parental leave is taken the unused portion cannot be preserved in any way.
- (f) A further period of parental leave resulting from a subsequent pregnancy may be taken without a return to work and shall be deemed to be a new and separate period of parental leave. This further period of parental leave shall be for an agreed period of no more than 104 weeks and shall commence from the date of confinement and the teacher shall return to work from the commencement of a school semester unless by agreement with the employer.

(2) Birth of a child

- (a) A teacher shall provide the employer with a medical certificate from a registered medical practitioner naming the teacher, or the teacher's spouse confirming the pregnancy and the estimated date of birth.
- (b) If the pregnancy results in other than a live child the entitlement to the Parental Payment remains intact.

(3) Adoption of a child

- (a) A teacher seeking to adopt a child shall be entitled to 2 days unpaid leave to attend interviews or examinations required for the adoption procedure. Teachers working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The teacher may take any paid leave entitlement in lieu of this leave.

- (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Teachers may take any other paid entitlement in lieu of the terminated parental leave or return to work.
- (4) Other leave entitlements
- (a) A teacher proceeding on unpaid parental leave may elect to substitute any part of that leave with long service leave for the whole or part of the period of unpaid parental leave.
 - (b) A teacher on parental leave is not entitled to paid sick leave and other paid absences other than as specified in subclause (a) and (c) of this clause.
 - (c) Should the birth result in other than the arrival of a living child, the teacher shall be entitled to such a period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
 - (d) Where a pregnant teacher not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the teacher may take any paid sick leave to which the teacher is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.
- (5) Notice and Variation
- (a) The teacher shall give not less than 10 working weeks notice in writing to the employer of the date the teacher proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
 - (b) A teacher seeking to adopt a child shall not be in breach of subclause (a) of this clause by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
 - (c) A teacher on or proceeding on parental leave may elect only once to extend the period of parental leave stated in the original application, provided 6 working weeks written notice is provided.
- (6) Transfer to a Safe Job
- (a) Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.
 - (b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be included in the period up to 104 weeks unpaid parental leave.
- (7) Replacement Employee
- Prior to engaging a replacement teacher the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the teacher on parental leave.

- (8) Return to Work
- (a) A teacher shall confirm the intention to return to work by notice in writing to the employer not less than 6 working weeks prior to the expiration of parental leave, save that the teacher is not entitled to return to work while she is on the minimum one terms Parental Leave.
 - (b) Provided the requirements of subclause (a) above have been met, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.
 - (c) The teacher shall return to work from the commencement of a school term unless by agreement with the employer.
 - (d) Subject to the employer's approval, the teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday.
 - (e) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree in writing :
 - (i) that the teacher may work part-time;
 - (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
 - (iii) upon the period of part-time employment.
- (9) Effect of Parental Leave on the Contract of Employment
- (a) A temporary teacher shall have the same entitlement to parental leave. However, the period of leave granted shall not extend beyond the term of the temporary contract.
 - (b) Absence on parental leave shall not break the continuity of service of teachers but shall not be taken into account in calculating the period of service for any purpose under this Agreement.
 - (c) A teacher on parental leave may terminate employment at any time during the period of leave by written notice in accordance with this Agreement.
 - (d) An employer shall not terminate the employment of a teacher on the grounds of the teacher's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

20. – SICK LEAVE, FAMILY LEAVE, BEREAVEMENT LEAVE, INFECTIOUS DISEASES LEAVE AND CEREMONIAL LEAVE

- (1) Sick Leave:
- (a) (i) A teacher who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
 - (ii) Entitlement to payment shall be twelve and one half day's pay for each completed year of service. Such leave will accrue on a weekly basis. A teacher who was actually engaged for all four terms in a calendar year shall be entitled to a year's entitlement.
 - (iii) A teacher who claims an entitlement under this clause shall provide to the employer evidence that would satisfy a reasonable person of the entitlement.

- (iv) If in the first of successive years of service with the employer, a teacher is absent on the ground of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the teacher's services terminate, if before the end of that year of service, to the extent that the teacher has become entitled to further paid sick leave during that year of service.
 - (b) A temporary teacher shall retain the benefit of accumulated sick leave on appointment as a permanent teacher provided that the service is continuous. For the purpose of this paragraph school vacations shall not be deemed to break the continuity of service.
 - (c) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this subclause may be claimed by the teacher if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during that year at the time of the absence. Provided that a teacher shall not be entitled to claim payment for any period exceeding thirteen weeks in any one year of service.
 - (d) A teacher on paid leave shall accrue an entitlement to payment under this clause.
 - (e) The provisions of this subclause with respect to payment do not apply to teachers who are entitled to payment under the Workers' Compensation and Rehabilitation Act 1981 nor to teachers whose injury or illness is the result of the teacher's own misconduct.
- (2) Family Leave
- (a) Use of sick leave
 - (i) A teacher with responsibilities in relation to either members of his/her immediate family or members of his/her household who need care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such paid leave shall not exceed 10 days in any calendar year and is not cumulative. Where this paid leave runs out in any one year, the employee shall be entitled to 2 days of unpaid family/carers' leave.
 - (ii) The teacher shall, if required, provide a written statement as to the fact of illness of the person for whom the care and support is required.
 - (iii) The entitlement to use sick leave is subject to the teacher being responsible for the care of the person concerned and the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

The term 'immediate family' includes a spouse (including a former spouse) of the teacher and a child or an adult child (including an adopted child or a step child), parent, grandparent, grandchild or sibling of the teacher.
 - (iv) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and his/her relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (b) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

- (c) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 21 -Special Leave of this Agreement.

(3) Bereavement Leave

- (a) Subject to subclause (d) of this clause, on the death of:
 - (i) the spouse of a teacher;
 - (ii) the child, grandchild or step-child of a teacher;
 - (iii) the parent, step-parent, grandparent or parent-in-law of a teacher;
 - (iv) brother or sister of a teacher; or
 - (v) any person who, immediately before that person's death, lived with the teacher as a member of the teacher's family,the teacher is entitled to paid bereavement leave of up to two days.
- (b) The two days need not be consecutive.
- (c) Bereavement Leave is not to be taken during a period of any other leave.
- (d) A teacher who claims to be entitled to paid leave under this section is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to:
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the teacher to the deceased person.

(4) Infectious Diseases Leave

A teacher shall be entitled to leave with pay when the teacher contracts one of the following infectious diseases through a contact in the workplace and where the Principal is satisfied that the disease is prevalent in the workplace: German measles, chicken pox, measles, mumps, glandular fever, scarlet fever, whooping cough, rheumatic fever, hepatitis. The teacher must produce a medical certificate which specifically names the disease and in such cases the leave will be not debited against sick leave.

(5) Ceremonial Leave

- (a) Teachers are entitled to time off without loss of pay for ceremonial purposes, subject to agreement with the employer.
- (b) Such leave shall include leave to meet the teacher's customs, traditional law and to participate in ceremonial activities.
- (c) The employer will assess each application for ceremonial leave on its merits and give consideration to the personal circumstances of the teacher seeking the leave.
- (d) The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- (e) Ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
 - (i) Special Leave for the first 3 days requested in any one year, then from
 - (ii) the teacher's accumulated sick leave entitlement, or

- (iii) the teacher's accrued long service leave entitlements, but in full days only, provided the employee has an entitlement to take long service leave in accordance with Clause 20 – Long Service Leave of this Agreement.
- (f) Such paid leave, even when taken from a combination of (i), (ii) or (iii) above, shall not exceed 10 days in any calendar year. Leave without pay may be granted by arrangement between the employer and the employee for ceremonial purposes.

21. – SPECIAL LEAVE

- (1) A teacher shall, on sufficient cause being shown, be granted special leave with pay.
- (2) "Sufficient cause" is defined as a matter or situation for which
 - (a) no other paid leave is available
 - (b) no other arrangements can reasonably be made
 - (c) the absence from duty is required due to pressing necessity.
- (3) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed three days for any one instance.
- (4) Such discretion is not to be harshly or unfairly exercised.

PART 4 : CONDITIONS

22. - APPRAISAL

(1) Formative Appraisal

Formative Appraisal has as its purpose the enhancement of teacher skills:

- (a) the appraisal shall be carried out by the school's appraisal committee and/or such other persons as are agreed between the employer and the teacher;
- (b) the appraisal shall be based on a written set of criteria that shall be provided to the teacher prior to the appraisal process commencing;
- (c) the teacher shall be provided with a written report, on the outcomes of the appraisal. The report shall clearly indicate the purpose of the appraisal, the format used and the results and recommendations arising out of the appraisal. Copies of all documentation relied upon by the employer, shall be provided to the teacher upon request.

(2) Summative Appraisal

The process of appraisal to be used when the reasons relate to the teacher's conduct or performance and where the result may be the termination of employment, shall be

(a) Step 1

The employer shall meet with the employee and provide notice in writing of:

- (i) the grounds for the employer's concerns relating to the employee's conduct or performance;
- (ii) the period that the summative appraisal shall take;
- (iii) the employee's right to be represented, by the IEUwa or other nominee, during the summative appraisal process;
- (iv) the person/s nominated by the employer to conduct the appraisal;
- (v) that the employee may nominate a teacher (normally from within the school) in addition to the employer person/s to take part in the appraisal;
- (vi) the forms of assistance available to the employee;
- (vii) the nature of the reporting process;
- (viii) the time, date and place of the initial meeting;
- (ix) the time, date and place of the review meetings;
- (x) the possible outcomes to the process.

(b) Step 2

- (i) At the initial meeting, both parties shall be given the opportunity to seek clarification of any issues relating to the process or grounds of the appraisal. Agreement on the process should be sought at this meeting.
- (ii) At this meeting the teacher may nominate a teacher (normally from within the school) in addition to the employer person/s to take part in the appraisal.

- (iii) Where agreement cannot be reached, the process that the employer intends to use shall be stated and the employee's objections to any aspects of this process noted.
- (c) Step 3 : The Review Period

During the process, the teacher shall be kept informed of the progress of the appraisal in terms of the written notice. At each Review Meeting

 - (i) the teacher shall demonstrate how the concerns of the employer are being addressed
 - (ii) the employer shall provide advice to the teacher as to the progress of the teacher in addressing the concerns.

Participation in the appraisal process should not be an unreasonable addition to a teacher's existing work load.
- (d) Concluding the Process

At the end of the timeline the teacher shall be provided with a written report, on the outcomes of the appraisal. The report shall clearly indicate the purpose of the appraisal, the format used, the sources used to reach the results and the outcomes and recommendations arising out of the appraisal. The written report will be placed on the teacher's personnel file.

23. - CHANGE

(1) Employer's duty to notify

- (a) Where an employer has made a definite decision to introduce major changes in program, organisation, curriculum, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the IEUwa.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(2) Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and the IEUwa, inter alia, the introduction of the changes referred to in 1 (b) of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and the union, in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 1 (a) of this clause.
- (c) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any

employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

24. - CONDITIONS OF EMPLOYMENT

- (a) The parties acknowledge that all policies of the Catholic Education Commission of Western Australia are binding. However, the Teacher Workloads policy shall only be changed with the agreement of both parties.
- (b) The parties acknowledge that the following Conditions of Employment of Teachers in Catholic Schools in WA is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA

1. *The Employing Authority*

1.1 *In Diocesan-accountable schools, the Bishop of the Diocese delegates the employing authority to the Principal*

- *in consultation with the School Board acting under the approved CECWA Western Australian School Board Constitution and*
- *subject to relevant CECWA policies (eg Appointment of Staff in Catholic Schools).*

1.2 *In Order-accountable schools, the Congregational Leader delegates the employing authority to the Principal and/or School Board subject to relevant CECWA policies*

2. *The Fundamental Responsibilities of the Teacher*

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 *the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;*

2.2 *the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;*

2.3 *the undertaking of appropriate accreditation programs, as required.*

3. *Duties*

The teacher is required to;

3.1 *perform such duties, teaching and non-teaching, as are customarily rostered and shared by all staff;*

3.2 *help ensure the provision of a Catholic perspective in the activities of the school;*

3.3 *model the leadership that is appropriate for all members of the school community;*

3.4 *keep abreast of current developments in educational theory and practice;*

3.5 *demonstrate a pastoral concern for each member of the school community.*

4. *Other Matters*

4.1 *A full time teacher shall be permitted to engage in other employment provided that*

- (i) *such employment does not affect the teacher's employment and professional responsibilities to the school*
- (ii) *the principal is notified*

- 4.2 *Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.*
- 4.3 *All employees will be provided with the services of an Employee Assistance Program nominated by the employer.*

25. - CONTRACT OF SERVICE

- (1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.
- (2) (a) A teacher shall, upon engagement, be given a letter of appointment in which the general conditions and the special conditions (if any) of his/her appointment are stated. A copy of that letter shall be retained by the school and signed by the teacher within one week of commencing work. This subclause shall not apply to a relief teacher.
- (b) The conditions stated in the letter of appointment shall, while the employment continues, be observed by the parties and shall not be subject to any alteration of significance without the consent of the teacher.
- (c) Paragraph (a) of this subclause does not authorise the inclusion in a letter of appointment of any provision which is inconsistent with or contrary to any provision of this Agreement.
- (d) The letter of appointment for a temporary teacher shall include the term of the appointment and the reason for the temporary appointment.
- (3) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six working weeks' notice by either party usually to take effect from the close of school business at the end of the school term.
- (b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.
- (c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.
- (d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.
- (4) The contract of service of a temporary teacher shall be terminable at any time by either party giving not less than one week's notice, save that in the case of continuous service exceeding one (1) year, notice shall be prescribed as in subclause three (3) of this clause.
- (5) The engagement of a relief teacher shall be by the day or half day and where the period exceeds five consecutive days the notice shall be one day. Where the employment is for

five consecutive days or less the engagement shall be considered to be a specific period and notice shall not be required.

- (6) A part-time teacher shall receive payment for sick leave, long service leave and vacation leave on a pro-rata basis in the proportion that his/her hours of work bear to the hours of a full time teacher.
- (7) Upon termination a statement of service and a separate reference when requested by the teacher shall be provided to the teacher by the employer.
- (8) Nothing within this clause detracts from the employer's right to dismiss summarily any teacher for serious misconduct in which case salary shall be paid up to the time of dismissal only.

26. - DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

- (1) The objective of these procedures is the avoidance and resolution of industrial dispute by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.
- (2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with this Agreement, this Agreement and the custom and practice in Catholic Schools in Western Australia.
- (3)
 - (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.
 - (b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the IEUwa and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the IEUwa and the Director of Catholic Education in Western Australia.)
 - (c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.
- (4) Nothing contained in this procedure shall prevent the Secretary of the IEUwa or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

27. - INDUCTION

- (1) A teacher in his or her first year of teaching shall participate in an induction process of one year's duration, unless the teacher and the employer agree that the induction process shall continue for a further year.

The induction process shall be under the terms and conditions already established to assist the teacher's professional development.

The employer shall provide a written statement to the teacher one term before the end of the teacher's first year, outlining the teacher's progress and development.

- (2) The employer shall report regularly to the teacher on the progress of the induction process and shall comment and make suggestions that will assist the teacher's professional development.
- (3) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as considered appropriate and agreed between the Principal and the teacher at the time of appointment following such absence.

28. - MANNER OF LIFE

- (1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 24. – Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply.
- (2) The Allegation
 - (a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating:
 - (i) the nature of the allegation;
 - (ii) the proof supporting the allegation; and
 - (iii) the source of the allegation.
 - (b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.
 - (c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.
 - (d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.
- (3) Advising the Teacher
 - (a)
 - (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.
 - (ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.
 - (b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating:
 - (i) the nature of the allegation;
 - (ii) the proof supporting the allegation;
 - (iii) the source of the allegation;
 - (iv) the potential consequences if the allegation is proven;
 - (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and

- (vi) a reasonable time frame for a response.
- (4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.
- (5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 26. – Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

29. PART TIME TEACHERS

- (1) Contract of employment
 - (a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.
 - (b) The number of hours of scheduled class time and professional responsibilities 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.
- (2) A part time teacher's weekly rate of pay shall be assessed according to the following formula:

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \quad \times \quad \begin{array}{l} \text{the appropriate} \\ \text{full time salary} \end{array}$$

Note: Hours = the number of hours of scheduled class time for the teacher

- (3) A part time teacher in a Primary School shall be given a proportional amount of Duties Other Than Teaching time as is given to a full time teacher in that school.
- (4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment; e.g. yard supervision, staff meetings, etc.
- (5) Additional hours
 - (a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.
 - (b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in this Agreement.
 - (c) Superannuation contributions in accordance with clause 37. – Superannuation of this agreement, will be paid on such additional hours.
- (6) Variation of hours
 - (a) The school may vary the teaching load of a part time teacher from the beginning of each school year or semester with 6 weeks notice or at any time by agreement with the teacher.
 - (b) The school may only vary the full time equivalent (fte) amount by a maximum of 0.2 fte in any 12 month period. Where the cumulative downward effect is 0.4fte or greater, a pro rata redundancy payment in accordance with clause 35 (Redundancy) shall be made.

- (c) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

30. - PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

31. PROFESSIONAL DEVELOPMENT

- (1) Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.
- (2) In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

32. - PROFESSIONAL RESPONSIBILITIES

- (1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.
- (2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers:
 - (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
 - (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
 - (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
 - (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
 - (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
 - (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

33. - PROTECTIVE CLOTHING

- (1) Where a school requires that a teacher wear protective clothing in the course of his or her duties, other than with respect to sporting activity, such clothing shall be supplied by the school.
- (2) Protective clothing so issued shall remain the property of the school and be maintained in good order and condition by the teacher, fair wear and tear excepted.

34. -RECORDS

- (1) Salary Records
 - (a) The employer shall keep or cause to be kept, records containing the following particulars:
 - (i) full name and residential address of each teacher;
 - (ii) the full time or part time percentage, and how the part time percentage is calculated;
 - (iii) the salary paid each pay period, and their deductions.
 - (b) The employer shall provide an electronic or printed salary advice slip showing gross salary and any deductions made for such pay period.
 - (c) Salaries shall be paid at least monthly, except in the case of a relief teacher who shall be paid as soon as possible on completion of the engagement.
- (2) Inspection of Records
 - (a) An authorised representative of the teacher may enter, during work hours, any premises where the teacher works, for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, the Long Service Leave Act 1958, the Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984 or an award, order, industrial agreement or employer-employee agreement that applies to any such teacher.
 - (b) For the purpose of investigating any such suspected breach, the authorised representative may:
 - (i) subject to the provisions of the relevant Act, Award, Order, Industrial Agreement or Employer-Employee Agreement require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records or other documents kept by the employer that are related to the suspected breach;
 - (ii) make copies of the entries in the employment records or documents related to the suspected breach; and
 - (iii) during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
 - (c) The authorised representative will provide written notice of at least:
 - (i) 24 hours if the records and documents are kept on the employer's premises; or
 - (ii) 48 hours if the records are kept elsewhere.

35. - REDUNDANCY PROVISIONS

- (1) Should a position in a Catholic school become redundant then the provisions of:

- (a) the Workplace Relations Act (1996); and/or
- (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
- (c) this Agreement,

whichever is the greater, shall apply.

(2) Discussions Before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the teacher has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the teachers directly affected and with their Union, where applicable.
- (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to minimise any adverse affect of any terminations on the teachers concerned. The employer will confirm the content of these discussions in writing.
- (c) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(3) Notice Period of Termination on Redundancy

- (a) If the services of a teacher are to be terminated due to redundancy, the teacher shall be entitled to notice of termination as prescribed in Clause 25 – Contract of Service, of this Agreement, provided that teachers to whom notification of termination of service is to be given because of the introduction of automation or other like technology changes shall be given not less than three (3) months' notice of termination.
- (b) Should the employer fail to give notice of termination as required in part (a) of this subclause the employer shall pay to the teacher an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given.
- (c) Payment of Notice Treated as Service

If an employer makes payment for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of calculating any service related entitlements of the teacher arising pursuant to this Agreement and shall be deemed to be service with the employer for the purposes of Long Service Leave.

(4) Teacher Leaving During Notice

A teacher whose employment is to be terminated for reasons set out in this clause may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payment under this clause had the teacher remained with the employer until the expiry of such notice. Provided that in such circumstances the teacher shall not be entitled to payment instead of notice.

- (5) Time Off During Notice Period
- (a) During the period of notice of termination of employment given by an employer, a teacher whose employment is to be terminated for reasons set out in this clause shall be entitled for the purpose of seeking other employment, to be absent from work for eight ordinary hours without deduction of pay.
- (b) A teacher who claims to be entitled to paid leave under this clause is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.
- (6) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant:

<u>Period of Service</u>	<u>Weeks of severance pay</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

- (7) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.
- (8) Alternative Employment
- An employer, in a particular redundancy case, may make application to the Western Australian Industrial Relations Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for a teacher.
- (9) Teachers Exempted
- This clause shall not apply to relief or temporary teachers or where employment is terminated as a consequence of conduct that justifies instant dismissal.
- (10) Continuity of service for all purposes of this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

36. - RIGHT OF ENTRY

- (1) An authorised representative of the IEUwa may enter, during working hours, any premises where teachers work, for the purposes of holding discussions at the premises with those teachers.
- (2) The authorised representative will normally provide the employer/principal with 48 hours prior notification of entry.
- (3) The meeting/discussions will not disrupt the teacher's performance of his/her duties.
- (4) The Principal shall provide a venue that
- (a) can accommodate any and all relevant employees who wish to participate and

- (b) does not interfere with the right of any and all employees who do not wish to participate
 - (c) is conveniently located and has appropriate meeting facilities.
- (5) The Principal shall normally provide the IEUwa and staff with 24 hours notice of the meeting venue.
- (6) Where discussions are of an urgent nature and upon a request being made to the principal, the principal may approve paid time off to meet with the authorised IEUwa representative. Such approval will not be unreasonably withheld.

37. - SUPERANNUATION

- (1) The superannuation provisions contained in this Agreement shall operate subject to the requirements and regulations of relevant State and Commonwealth Legislation.
- (2) Notwithstanding (1), all contributions shall be remitted within a 28 day period beginning immediately after the end of the month in which they were attributable.

38. - TERMINATION

- (1) Except in the case of the expiration of a temporary appointment, an employer may only terminate a teacher's employment
- (a) summarily as a result of serious misconduct
 - (b) on notice normally following a second formal written warning for misconduct. The written warning must stipulate
 - (i) what constitutes the misconduct
 - (ii) what is required of the teacher in the future
 - (iii) a time frame, where appropriate and
 - (iv) the consequences of further misconduct

The teacher must be given the opportunity of responding to the allegation of misconduct.
 - (c) on notice, for reasons related to the teacher's conduct or performance, in accordance with Clause 22. (2) - Summative Appraisal of this Agreement
 - (d) on notice, as a consequence of redundancy in accordance with Clause 35 - Redundancy of this Agreement

39. - SIGNATURES

.....
(Signature)

.....
(Signature)

.....
(Name of signatory in block letters)
Roman Catholic Archbishop of Perth

NIGEL BRIGGS
.....
(Name of signatory in block letters)
*The Independent Education Union of
Western Australia, Union of Employees*

SCHEDULE 1

REMOTE AREA PACKAGE

This package introduces a set of allowances and conditions for teachers in schools which currently receive a location allowance as prescribed in Clause 13. – Location Allowance – of this Agreement.

1. AIR CONDITIONING REIMBURSEMENT

- (a) An airconditioning reimbursement will be paid to teachers to defray electricity expenses incurred by the running of air conditioners during defined months.
- (b) The air conditioning reimbursement is administered by the school.
- (c) The airconditioning reimbursement is paid to teachers on presentation of a paid electricity account.
- (d) Full rates are received by married teaching staff or single parents with dependant children. Half rates are received by single teaching staff.
- (e) Where a teacher's spouse is in receipt of a subsidy from their employer, then the teacher shall only be entitled to the half rate.
- (f) The maximum reimbursement provided for any residence will be the full rate.
- (g) The reimbursement rates set out in Table One of this package are subject to annual review of the unit cost of electricity with Western Power.
- (h) The air conditioning reimbursement per fortnight is as follows:

Table One

Location	Half rate \$ per fortnight	Full rate \$ per fortnight
Balgo Hills	\$19.74	\$39.47
Beagle Bay	\$23.03	\$46.05
Billiluna	\$19.74	\$39.47
Boulder	\$3.95	\$7.89
Broome	\$23.03	\$46.05
Carnarvon	\$8.56	\$17.11
Derby	\$24.35	\$48.69
Gibb River	\$29.61	\$59.21
Kalgoorlie	\$3.95	\$7.89
Karratha	\$21.06	\$42.11
Kununurra	\$22.37	\$44.74
Lake Gregory/Mulan	\$19.74	\$39.47
Lombadina	\$23.03	\$46.05
Port Hedland	\$21.06	\$42.11
Red Hill/HallsCreek	\$19.08	\$38.16
Ringer Soak/Yaruman	\$19.74	\$39.47
Southern Cross	\$3.95	\$7.89
Turkey Creek/Warmun	\$22.37	\$44.74
Wyndham	\$29.61	\$59.21

- (i) It should be noted that:
 - (i) Part time teaching staff receive pro rata reimbursement, dependent upon their part time fraction.
 - (ii) In those locations where electricity is not charged, or is charged at a rate below that prescribed in Table One, reimbursement for air conditioning will not apply.

2. ELECTRICITY CHARGES

Where the electricity cost is higher than that charged in areas serviced by Western 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 Western Power.

For example, if the electricity costs in town A is 29.94 cents per unit and the standard rate of electricity from Western Power is 13.94 cents per unit, the school will then cover the difference of 16 cents per unit.

In other words, the school will pay its portion of the total electricity bill i.e. the number of electrical units used x 16 cents and then pass the outstanding amount on to the teacher for payment.

3. TRANSPORTATION OF PERSONAL GOODS AND EFFECTS - RELOCATION REIMBURSEMENT

- (a) Diocesan housing in Isolated and Remote zones is fully furnished, while in Town zones it is partially furnished. Where a private lease is undertaken furniture is not provided. Therefore, the potential for the transportation of personal effects varies. It is for this reason that transport reimbursements are applied differentially to the three zones within Western Australia.

Table Two

Zone	HALF Rate Allowance	FULL Rate Allowance
TOWN		
CEO/Order Housing	10 Cubic Mtrs	20 Cubic Mtrs
Private Housing	15 Cubic Mtrs	30 Cubic Mtrs
ISOLATED	8 Cubic Mtrs	16 Cubic Mtrs
REMOTE	8 Cubic Mtrs	16 Cubic Mtrs

Teachers are eligible for a one off relocation on appointment and resignation within the allowances as listed in Table 2 above.

- (b) This reimbursement applies to:
 - (i) Teachers moving from Perth or their Western Australian residence to any region where a Location Allowance is payable;
 - (ii) Teachers moving out of those regions back to Perth or new place of employment within Western Australia, provided that 2 consecutive years of service have been completed at the same school within the same region.

- (c) Administration of the reimbursement of transportation costs will be undertaken by the CEO. The new appointee will arrange transportation of personal effects through the preferred contractor, up to the prescribed amount as stated in Table Two, and the account will be forwarded by the removalist to the CEO for payment on behalf of the school. The cost for transported personal effects over and above the set allocation will be the responsibility of the employee.
- (d) Full rates are received by married teaching staff and single parents with dependant children. Half rates are received by single teaching staff.
- (e) Where a teacher's spouse or family is in receipt of a subsidy from their employer then the teacher shall only be entitled to the HALF rate allowance.

4. TRAVEL PROVISIONS

(a) Travel on Appointment

Travel costs of the teacher and family (spouse and children, if applicable) to any location prescribed in Clause 13 of this Agreement, will be met by the school. Travel costs will be a standard economy airfare from Perth for the teacher (spouse and children, if applicable), or the cost of travel by road from Perth or current Western Australian residence, 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 the prescribed rates listed in Table Three.

(b) Travel on Resignation

Travel cost of the teacher and family (spouse and children, if applicable) will be met on resignation, provided that the teacher has completed two years at the same school. Travel costs will be the cost of a standard economy airfare to Perth for the teacher (spouse and children, if applicable) or the cost of travel by road to Perth or the new appointment, 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 the prescribed rates listed in Table Three.

(c) Christmas Vacation Travel Concession

- (i) Provided a teacher has completed a minimum of 12 months continuous service in a location as prescribed in Clause 13 of this Agreement and is returning to the same school the following year, a teacher and family (spouse and children, if applicable) are provided with a travel concession to Perth to be taken only during the Christmas vacation period by either air or road as follows:
 - (aa) Air - The concession will provide standard economy return airfare only;
 - (bb) Road - An allowance for the kilometres travelled would be applied. Reimbursement shall apply to the kilometres travelled or the cost of the airfare(s) which ever is the lesser;
 - (cc) The amount reimbursed will not exceed the actual amount paid.
 - (dd) Part time teaching staff receive pro rata reimbursement, dependent upon their part time fraction.

- (ii) A teacher 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 teacher is entitled under subclause (i) of this clause.
- (d) The following reimbursement rates are for travel by Road:

Table Three

	Over 2600cc	Over 1600cc – 2600cc	1600cc & Under
Rate per kilometre	67 cents	66 cents	55 cents

- (e) 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;
 - reimbursement does not exceed the cost of the airfare(s) of the teacher and their family;
 - the reimbursement does not exceed the cost of the teacher's fare when the teacher's family travels by air;
 - where two or more teachers are travelling together only the teacher who is the owner of the vehicle is reimbursed; and
 - associated expenses, such as accommodation and meals, are at the expense of the teacher.
- (f) Should a teacher wish to travel outside Western Australia, the equivalent standard economy airfare (including spouse and children, if applicable) to Perth will be payable to the teacher 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.

5. TRANSPORTATION OF A MOTOR VEHICLE

One motor vehicle will be transported from Perth to the school location on appointment or within the first six months after appointment. The transportation of one motor vehicle back to Perth will also be provided for upon resignation, provided that two consecutive years of service have been completed at the same school.

Note. A motor vehicle will include a car, a utility and a motor cycle but 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. KIMBERLEY CALLING

Notwithstanding the provisions of clauses 3, 4 and 5, where a teacher has been employed through the CEOWA Kimberley Calling recruitment scheme, the relocation, travel and transportation provisions, shall apply not from Perth but from the capital city of the originating State or other town by negotiation.

7. FINANCIAL INCENTIVES

From 1 January 2009, the following Financial Incentives are paid to teaching staff in locations as below. They are categorised into groups as prescribed below according to Table Four:

- Group 2 - Karratha, Esperence and Broome
- Group 3 - Boulder, Carnarvon, Kalgoorlie, Kununurra, Southern Cross, Mullewa, and Tardun
- Group 4 - Derby, Red Hill, Port Hedland and Wyndham
- Group 5 - Beagle Bay, Lombadina and Warmun
- Group 6 - Balgo Hills, Billiluna, Gibb River, Mulan and Ringer Soak

Table Four

No. of continuous years completed	Group 2	Group 3	Group 4	Group 5	Group 6
1	\$1,000	\$2,000	\$2,000	\$6,000	\$17,000
2	\$1,500	\$3,000	\$3,500	\$8,000	\$17,000
3	\$2,000	\$4,000	\$5,000	\$10,000	\$17,000
4	\$2,000	\$4,000	\$5,000	\$10,000	\$17,000
5 or more	\$2,000	\$4,000	\$5,000	\$10,000	\$17,000

It should be noted that:

- (i) Part time teaching staff receive pro rata reimbursement, dependent upon their part time fraction.
- (ii) Payments are made through payroll at the end of the school year for those who have completed a full year's service.
- (iii) Staff employed after the commencement of the school start date, thus not completing a full school year, are not eligible for their first payment until the end of the following year. On resignation, however, any full service of 12 months previously unpaid will be paid.
- (iv) This clause does not apply to Principals, Deputy Principals, Heads of Primary and Heads of Secondary or similar positions however so called.

8. LONG SERVICE LEAVE: Group 5 and 6 schools only.

As from 1 January 2007, a teacher who is employed in a Group 5 or 6 school shall be entitled to paid long service leave for each year of service within that Group 5 or 6 school at twice the applicable rate prescribed in Clause 18-Long Service Leave.