



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Association of Independent Schools of New South Wales Limited**  
(AG2021/8786)

## **INDEPENDENT SCHOOLS NSW TEACHERS (HYBRID MODEL) MULTI-ENTERPRISE AGREEMENT 2021**

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 4 MARCH 2022

*Application for approval of the Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021.*

[1] An application has been made for approval of a multi-enterprise agreement known as the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The Association of Independent Schools of New South Wales Limited.

[2] I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 March 2022. The nominal expiry date of the Agreement is 31 January 2025.

DEPUTY PRESIDENT

[2022] FWCA 794

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**Independent Schools NSW**

**Teachers (Hybrid Model)**  
**Multi-Enterprise Agreement**  
**2021**

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# **PART A – Application and Operation**

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## **1. Title**

This Agreement shall be known as the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021*.

## **2. Arrangement**

This Agreement is arranged as follows:

### **1. Title**

### **2. Arrangement**

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|----------------------|---|
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| <b>Attachment B:</b> | <b>Consultation and Redundancy</b>  |
| <b>Attachment C:</b> | <b>Particular Conditions for Teachers employed in Preschools and other<br/>Early Childhood Services</b> |
| <b>Attachment D:</b> | <b>Legal Entities and Schools covered by this Agreement</b>   |

### 3. Definitions

For the purpose of this Agreement:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **Agreement** means *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021*.
- (c) **Award** means the *Educational Services (Teachers) Award 2020*.
- (d) **Casual Teacher** means a Teacher who is engaged as a casual employee (as defined in the Act) for a period not exceeding four weeks. Provided that such casual engagement may continue beyond four weeks for a further four weeks where the Casual Teacher is replacing a Teacher absent for a period which extends beyond four weeks (and such longer absence was not anticipated when the Casual Teacher was engaged).
- (e) **Conditionally Accredited Teacher** means a Teacher who is conditionally accredited under the *Teacher Accreditation Act 2004* (NSW).
- (f) **Degree Course** means a course of study at a recognised higher education institution of at least three years full-time duration, or its part-time equivalent.
- (g) **Deputy Principal** means a Teacher appointed as such in a primary or secondary department, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (h) **Employer** means an Employer covered by this Agreement.
- (i) **Equivalent qualifications or equivalent course** means qualification or a course which is specified by **Attachment A** of this Agreement as being equivalent to a particular qualification or course prescribed by this Agreement, which the school and the Teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this Agreement or which the Fair Work Commission determines as being so equivalent.
- (j) **Experienced Teacher** means a Teacher who is accredited at Proficient Teacher level under the *Teacher Accreditation Act 2004* (NSW) or the *ACT Teacher Quality Institute Act 2010* (ACT) and has maintained that level of accreditation for at least five full time equivalent years in NSW and four full time equivalent years in the ACT, and has been assessed by ISTAA as meeting the ISTAA Experienced Teacher Standards (as agreed between the Union and the Association of Independent Schools of NSW), subject to the provisions of **clauses 6.2 and 6.3**.
- (k) **Five Years Trained Teacher** means a Teacher who is:
  - (i) A Teacher who has obtained a degree from a recognised higher education institution which requires a minimum of four years full-time study and who has, in addition, satisfactorily completed at least a one year full-time course in teacher education including a Diploma in Education from a recognised higher education institution; or
  - (ii) A Teacher who is a graduate and who in addition:
    - (A) obtains by study a Master's Degree or Doctorate, from a recognised higher education institution and satisfactorily completes at least a one

year full-time course in teacher education including a Diploma in Education from a recognised higher education institution, or

- (B) satisfactorily completes a two year full-time equivalent Master of Teaching degree; or
  - (iii) A Teacher who is a graduate in Education [five year course]; or
  - (iv) Teacher who has obtained other equivalent qualifications as defined in **paragraph (i)** above.
- (l) **Four Years Trained Teacher** means:
- (i) A Teacher who is a graduate in Education [four year course]; or
  - (ii) A Teacher who is a graduate who holds a Diploma in Education from a recognised higher education institution; or
  - (iii) A Teacher who is a graduate who has satisfactorily completed at least a one year full-time course in teacher education at a recognised higher education institution, or who has acquired other equivalent qualifications; or
  - (iv) A Teacher who has acquired other equivalent qualifications as defined in **paragraph (i)** above; or
  - (v) A Teacher who is not otherwise classified.
- (m) **Full-Time Teacher** means any Teacher other than a Casual or Part-Time Teacher.
- (n) **Graduate Teacher** in NSW means a Teacher who holds a degree from a higher education institution or has acquired other equivalent qualifications as defined in **paragraph (i)** above. **Graduate Teacher** in the ACT means a Teacher who has been awarded Provisional Registration by the *ACT Teacher Quality Institute*.
- (o) **Head of School** means a Teacher, senior to a Deputy Principal, appointed to manage a campus of a multi-campus school, such campus being geographically or organisationally distinct from the main campus of the school provided that the position of Head of School is remunerated at a rate at least 20% above the maximum salary and allowance payable from time to time pursuant to this Agreement.
- (p) **Highly Accomplished Teacher** means a Teacher who has been classified as such by NESA or TQI.
- (q) **ISTAA** means the Independent Schools Teachers Accreditation Authority.
- (r) **NES** means the National Employment Standards set out in Part 2-2 of the Fair Work Act.
- (s) **NESA** means the New South Wales Education Standards Authority.
- (t) **Part-Time Teacher** means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a Full-Time Teacher at the School is required to teach.

**Provided that** a Part-Time Teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be

in writing and shall include the length of the term of the arrangement and the scheduling of time.

- (u) **Permit to Teach** means a permit issued to a Teacher in the ACT pursuant to the *ACT Teacher Quality Institute Act 2010 (ACT)*.
- (v) **Positions of Special Responsibility:**
  - (i) **Co-ordinator 1** means a Teacher appointed as such in a primary or secondary department who is:
    - (A) responsible for the co-ordination of a programme of work in an area of instruction or other activity; or
    - (B) required to assist a Co-ordinator 2 in the performance of his/her duties; or
    - (C) required to perform other duties, as determined by the Principal.
  - (ii) **Co-ordinator 2** means a Teacher appointed as such in a primary or secondary department who is responsible to the Principal for the co-ordination of a programme of work in an area of instruction or other activity.
  - (iii) **Co-ordinator 3** means a Teacher appointed as such in a primary or secondary department who is responsible to the Principal for:
    - (A) the supervision of Co-ordinators 1 and 2, and Senior Teacher Level 2; and/or
    - (B) the co-ordination and supervision of the academic programme of the school in the secondary or primary departments or both; and/or
    - (C) the professional development of Teachers at the school; and/or
    - (D) other duties as required by the Principal.
- (w) **Primary Department** means that section or division of the school which provides a primary education [including infants], even if the school provides primary education only.
- (x) **Proficient Teacher** means a Teacher who has been accredited as a Proficient Teacher as required by NESA in NSW or who has full registration as required by TQI in the ACT. Proficient Teacher shall be deemed to include a Teacher who has more than two years of service and was not required by NESA or TQI to obtain Proficient Teacher accreditation or registration because he or she was an existing teacher in NSW in 2004 or in the ACT in 2011.
- (y) **Provisionally Accredited Teacher** means in NSW a Teacher who is provisionally accredited under the *Teacher Accreditation Act 2004 (NSW)*. **Provisionally Accredited Teacher** in the ACT means a Teacher who is provisionally registered under the *ACT Teacher Quality Institute Act 2010 (ACT)*.
- (z) **Recognised Higher Education Institution** means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former college of advanced education recognised by the Tertiary Education Commission.



- (aa) **Recognised School** means a school registered under the provisions of the *Education Act 1990* (NSW) or the *Education Act 2004 (ACT)* or any registered special school within the meaning of either Act or school for students with a disability.
- (bb) **School Service Date** means the usual commencement date of employment at the School for Teachers who are to commence teaching on the first day of the first term. The School will notify the Teacher in writing upon commencement of the School Service Date that will apply to their employment.
- (cc) **Secondary Department** means that section or division of the school which is not a primary department, even if the school provides secondary education only.
- (dd) **Senior Teacher 1** means a Four Years or Five Years Trained Teacher who has completed at least 12 months full-time service or its part-time equivalent on Step 13 and who has been awarded the classification by an employing authority.
- (ee) **Senior Teacher 2** means a Teacher appointed as such in a primary or secondary department, who is responsible for developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of Teachers in the school, or who is required to perform other duties of comparable level (including in the area of pastoral care) requiring a high level of professional expertise.
- (ff) **Teacher** means a person employed as such to assist the Principal in the work of the school.
- (gg) **Temporary Teacher** means a Teacher employed to work Full-Time or Part-Time for a specified period which is at least four weeks but not more than a full school year.

Teachers may be engaged on a temporary basis for the following reasons:

- (i) to undertake a funded project, initiative or specified task that is not expected to continue beyond a full school year;
- (ii) to replace a Teacher who is on leave or performing other duties temporarily; or
- (iii) to replace a Teacher whose employment terminated after the commencement of the school year.

**Provided that** where the replacement arrangement pursuant to **subclause (gg)(ii)** extends beyond one full school year, the Teacher may be employed for a specific period in excess of a full school year but not more than two full school years where the Teacher is replacing a Teacher on leave for a specific period in excess of a full school year.

A Teacher shall not be employed on a temporary basis unless any advertisement for the position stated the position was temporary and the Teacher is advised in writing at the point he or she is offered the position that it is temporary, the reason the engagement is temporary and the length of engagement. A Teacher shall not be engaged on a temporary basis for the purpose of probation.

- (hh) **TQI** means the ACT Teacher Quality Institute established by the ACT Government under the *ACT Teacher Quality Institute Act 2010 (ACT)*.
- (ii) **Union** means the Independent Education Union of Australia.

## 4. Scope and Parties Bound

### 4.1 Parties Bound

Subject to **clause 4.2**, this Agreement shall cover:

- (a) Employers listed in **Attachment D – Legal Entities and Schools Covered by this Agreement** in respect of schools listed in **Attachment D**; and
- (b) Teachers as defined in **clause 3(ff)** employed at the schools in **Attachment D – Legal Entities and Schools Covered by this Agreement**, including at any preschool or other early childhood service attached to or operated by the school.

### 4.2 Exclusions

This Agreement shall not apply to:

- (a) persons appointed as Heads of School and Principals; and
- (b) persons instructing students of the School in the areas of music or other individual arts and engaged on an individual fee basis; and
- (c) sports coaches and trainers (unless appointed as Teachers); and
- (d) foreign language or LOTE Teachers engaged to instruct students on an individual basis (e.g. conversation or other individual tuition); and
- (e) persons employed as teacher's aides, helpers, assistants or supervisors in or in connection with child care, child minding centres, Before and After Care and Vacation Care services; and
- (f) psychologists or counsellors (unless appointed as Teachers); and
- (g) teachers employed to work in early intervention services run by Aspect, and
- (h) employees who are engaged for the purpose of religious instruction or supervision of prayers or to undertake other religious duties of a non-teaching nature.

Except where such persons are employed specifically to teach classes of students in the NES Curriculum or other education programme or are degree qualified early childhood Teachers; and

Provided further this Agreement shall not apply to Teachers employed in the Columba Cottage Early Learning Centre and the Columba Collage Early Learning Centre OSHC owned and operated by St Columba Anglican School Council Inc.

## 5. Commencement Date of Agreement and Period of Operation

- (a) This Agreement commences on and from 1 February 2022 or seven days after the date of approval by the Fair Work Commission, whichever is the later. The nominal expiry date of this Agreement is 31 January 2025.
- (b) This Agreement does not exclude the NES and the NES will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.

- (c) The salaries, allowances and rates contained in **Part B - Monetary Rates** of this Agreement do not commence until the first full pay period on or after 1 February 2022. For the period between 1 February 2022 and the first full pay period on or after 1 February 2022, each Teacher covered by this Agreement shall be paid the relevant rate of pay applicable from 1 February 2020 as set out in the Tables in **Part B - Monetary Rates**.
- (d) If the Agreement commences after the first full pay period on or after 1 February 2022, the difference between the actual rate of pay received by a Teacher and the amounts set out in this Agreement shall be paid to the Teacher as soon as practicable after commencement of the Agreement.

## 6. Salary Scales

### 6.1 Salaries

The minimum annual rate of salary payable to Full-Time Teachers shall be as set out in **Table 1A – Salaries of Part B, Monetary Rates**. Weekly salaries shall be ascertained by dividing the annual salaries in **Table 1A – Salaries of Part B - Monetary Rates**, by 52<sup>1/7</sup>.

### 6.2 Classifications

- (a) A Teacher's classification will be determined by the Teacher's qualifications (a Four or Five Years Trained Teacher), years of teaching service as defined in **clause 6.3** and the Teacher's accreditation (the applicable Band) in accordance with the following table and as determined in accordance with this clause.

Band	Step	Accreditation (or Equivalent) Status
Band 1	5	Provisionally and Conditionally Accredited Teachers in NSW and Graduate or Provisionally Registered Teachers in the ACT or Teachers who hold a permit to Teach in the ACT (who have not yet attained Proficient Teacher as required by NESAs or TQI).
	6	
	7	
Band 2	8	Teachers accredited at the level of Proficient Teacher by NESAs or TQI; or
	9	
	10	In NSW, a Teacher employed for the first time in NSW prior to 1 October 2004 who has completed 2 years of full-time equivalent service but less than 8 years of full-time equivalent service.
	11	
	12	
	13	
Band 3		Experienced Teacher accredited as such by ISTAA;
		Experienced Teacher in accordance with <b>clause 6.2(e)(ii) or (iii) or (f)(i)</b> .

#### (b) Four Years Trained Teacher (Band 1 and Band 2)

A Four Years Trained Teacher shall commence on Step 5 of Band 1 and shall progress according to years of full-time equivalent service to Step 7, provided that the

Teacher shall immediately progress from any step in Band 1 to Band 2 (Step 8) from the first full pay period on or after the Teacher achieves Proficient Teacher accreditation. The Teacher shall then progress according to full-time equivalent years of service to Step 13.

**(c) Five Years Trained Teacher (Band 1 and Band 2)**

A Five Years Trained Teacher shall commence on Step 6 of Band 1 and shall progress after a year of full-time equivalent service to Step 7, provided that the Teacher shall immediately progress from any step in Band 1 to Band 2 (Step 8) from the first full pay period on or after the Teacher achieves Proficient Teacher accreditation. The Teacher shall then progress according to years of full-time equivalent service to Step 13.

**(d) Band 3**

A Teacher will progress to Band 3 from the first full pay period on or after 1 February in the year immediately after the Teacher has:

- (i) achieved Proficient Teacher accreditation and maintained that level of accreditation for at least five full-time equivalent years of service by the end of the year in which the application is assessed in the case of Teachers for whom such accreditation is required; and
- (ii) been assessed by ISTAA as meeting the ISTAA Experienced Teacher standards.

(e) A Teacher shall be advised at the time he or she is offered appointment to the School of the step level, salary and Band applicable, determined as follows:

- (i) A Teacher shall be placed on the step between Step 5 and Step 13 that is not less than the step based on their existing years of service and accreditation in accordance with **clauses 6.2(b)** and **(c)**.
- (ii) A Teacher who, immediately prior to their appointment, was employed in a school covered by a Standards or Hybrid - 3 Band Agreement and was classified to be an Experienced Teacher (Band 3) in accordance with the provisions of that agreement, shall be placed on Band 3.
- (iii) A Teacher who immediately prior to their appointment was employed at a school covered by an industrial instrument which did not contain the classification of Experienced Teacher will be classified as an Experienced Teacher on appointment if:
  - (A) they had previously attained the classification of Senior Teacher 1; or
  - (B) in the case of a Teacher who commences employment on or after 1 January 2022, if the Teacher on appointment has completed 8 or more years of full-time equivalent service as defined in **clause 6.3**.
- (iv) A Teacher who has more than two years teaching service but does not have Proficient Teacher status because he or she was an existing teacher in NSW prior to 1 October 2004 and was not required to attain Proficient Teacher accreditation, or because he or she has teaching service outside of NSW, will be deemed to be Proficient Teacher for the purpose of this **clause 6.2** only.

(f) Savings Clause (for existing Teachers)

- (i) Senior Teacher 1  
A Teacher classified as Senior Teacher 1 as at 1 January 2018 will be classified as Band 3.
- (ii) A Teacher employed in a School that was covered by the provisions of the *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2017* or the *Educational Services (Teachers) Modern Award 2020* immediately prior to the Commencement Date of this Agreement:
  - (A) who held the classification of Senior Teacher 1 pursuant to the *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2017* will be classified as Band 3;
  - (B) who has completed 8 or more years of full-time equivalent service as defined in **clause 6.3**, will be classified as Band 3;
  - (C) will not be paid less after the Commencement Date than they would have otherwise received immediately prior to the Commencement Date.
- (iii) In respect of Teachers employed by a School immediately prior to 30 March 2017, where that School was covered by the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2017*, the provisions of clause 6.2(h) Savings Clause will operate as a term of this Agreement, in respect of such Teachers who continue to be employed by that School.

### 6.3 Full-Time Equivalent Service

- (a) For the purpose of this clause, full-time equivalent service means teaching service equivalent to full-time teaching service in Recognised Schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia. For the purpose of calculating service:
  - (i) Any employment as a Full-Time Teacher (including employment as a Temporary Full-Time Teacher), shall be counted as service;
  - (ii) The amount of service of a Part-Time Teacher (including a Temporary Part-Time Teacher) shall be calculated by reference to the ratio which the number of hours taught by the Teacher in any year bears to the normal number of hours taught by a Full-Time Teacher at the school in the same year;
  - (iii) Casual Teachers shall be entitled to normal incremental progression on the basis of one increment for each 204 days of service.
- (b) In addition to service set out in **clause 6.3(a)**:
  - (i) Teaching service of a Teacher in the United States, United Kingdom, Ireland, Canada and New Zealand; and
  - (ii) Teaching service of a Teacher in other English speaking countries in which the Teacher Education Qualifications are recognised by NESAs or TQIs as equivalent to qualifications from an Australian university, shall be recognised in accordance with the principles set out in **clause 6.3(a)(i) - (iii)** and subject to the teaching service being in a recognised school or equivalent.

- (c) If the School recognised on appointment prior teaching service other than as set out above, such service shall be deemed to be equivalent teaching service with that School.

#### **6.4 Special Education Allowance**

Teachers appointed to teach classes of children with a disability in a registered school shall be paid in addition to the salaries provided for in **clause 6.1**, an allowance set out in **Item 1 of Table 2 – Other Rates and Allowances of Part B - Monetary Rates**. A Part-Time Teacher shall receive the allowance set out in **Item 2 of Table 2**.

#### **6.5 Payment Fortnightly / Monthly**

- (a) The salary payable to any Teacher other than a Casual Teacher pursuant to this clause, shall be payable either fortnightly or, by mutual agreement, monthly provided that payment must be two weeks in advance where paid monthly.
- (b) Where the pay day for a monthly pay period falls on a Saturday, Sunday or public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding said pay day.
- (c) The salary payable to any Teacher, pursuant to this clause, shall be payable at the election of the school by either cash, cheque or Electronic Funds Transfer into an account-nominated by the Teacher.

#### **6.6 Payment of Part-Time, Temporary and Casual Teachers**

##### **(a) Part-Time Teachers**

- (i) Subject to **clause 6.6(a)(ii)**, a Part-Time Teacher, including a Temporary Part-Time Teacher, shall be paid at the same rate as a Full-Time Teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bears to the hours which a Full-Time Teacher at the School is normally required to teach.
  - (ii) A Part-Time Teacher/Librarian, including a Temporary Part-Time Teacher/Librarian, shall be paid at the same rates as a full-time Teacher/Librarian, with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a Full-Time Teacher/Librarian at the school is normally required to work. If there is no Full-Time Teacher/Librarian employed at the school, the proportion shall be based upon the number of hours which a Full-Time Teacher/Librarian at the school would be required to work if employed.
  - (iii) A Part-Time Teacher shall undertake the normal duties of a Full-Time Teacher proportional to their face-to-face teaching load as required by the school over the course of the year. The school will attempt to assist a Part-Time Teacher to meet these requirements by consulting with the Teacher regarding the timing of such commitments. If a Part-Time Teacher is required to attend duties on a day that they do not normally attend and that attendance is in addition to their normal pro rata duties the Teacher shall be paid for such attendance at the casual rate of pay. In considering pro rata duties, regard will be had as to whether Teachers at the school normally perform such duties in addition to, or in substitution for, teaching duties.
- (b) A Temporary Full-Time Teacher shall be paid at the same rate as that prescribed for a Full-Time Teacher with corresponding classification.

(c) **Casual Teachers**

- (i) The salary payable to a Casual Teacher shall be the annual salary paid to a Teacher on Step 8 – Band 2 on the salary table in **Table 1A – Salaries of Part B - Monetary Rates** divided by 204 in the case of a daily payment and 408 in the case of a half-day payment, plus 5%. These rates are set out in **Part B, Table 3 – Casual Rates of Part B - Monetary Rates**.
- (ii) The casual rates in **clause 6.6(c)(i)** include compensation for annual leave, leave loading, paid personal and carer's leave, paid compassionate leave, redundancy payments, and notice of termination.

**6.7 Travelling Expenses**

- (a) Where the use of a motor vehicle is required in connection with employment, other than for journeys between home and the place of employment, the Teacher shall be paid an allowance as set out in **Item 3, Table 2 of Part B - Monetary Rates**. This allowance shall be adjusted in line with any adjustments to the corresponding rate in the Award.
- (b) Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of duties required by the School, shall be reimbursed by the School.
- (c) The School must pay all expenses including registration, running and maintenance where the School provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

**6.8 Payment for Supervision of Student Teachers**

Where supervision of the teaching of a student Teacher is required as a part of duty, the Teacher shall receive all payments made by the Student Teacher's Training Institution for such supervision.

**6.9 Overpayments**

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Teacher, the relevant parties shall seek agreement on the matter of the overpayment, including where necessary and appropriate, discussion between the Teacher's representative and relevant School representatives.

**7. Remuneration Package**

7.1 This clause shall facilitate the provision by the school of salary and benefit packages to individual members of staff covered by this Agreement.

7.2 For the purposes of this clause:

- (a) **'Benefits'** means the benefits nominated by the Teacher from the benefits provided by the school and listed in **clause 7.4(c)**.
- (b) **'Benefit Value'** means the amount specified by the school as the cost to the school of the Benefit provided including Fringe Benefit Tax, if any.
- (c) **'Fringe Benefit Tax'** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

### 7.3 Conditions of Employment

Except as provided by this clause, Teachers covered by this Agreement must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this Agreement.

### 7.4 Salary Packaging

The school may offer to provide and the Teacher may agree in writing to accept:

- (a) the Benefits nominated by the Teacher; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Teacher or under **clause 7.3**, in the absence of an agreement under this clause, save that a Teacher's salary must not be less than the base salary that would be payable to the Teacher under the Award if the Award applied to the Teacher.
- (c) The available Benefits are those made available by the school from the following list:
  - (i) superannuation;
  - (ii) childcare provided by the school;
  - (iii) other benefits offered by the school.
- (d) The school must advise the Teacher in writing of the Benefit Value before the agreement is entered into.

### 7.5 During the Currency of an Agreement under Clause 7.4

- (a) Any Teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in **clauses 7.4(a)** and **(b)**.
- (b) If a Teacher takes leave without pay the Teacher will not be entitled to any Benefits during the period of leave
- (c) If a Teacher takes leave on less than full pay he or she shall receive:
  - (i) the Benefits; and
  - (ii) an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$

where:

**S** = the salary determined by **clause 7.4(b)**

**P** = the percentage of salary payable during the leave

**B** = Benefit Value

**A** = Amount of salary.

- (d) Any other payment under this Agreement, calculated by reference to the Teacher's salary, however described, and payable:
  - (i) during employment; or
  - (ii) on termination of employment in respect of untaken paid leave; or



- (iii) on death,

shall be at the rate of pay which would have applied to the Teacher under **clause 7.3**, in the absence of an agreement under **clauses 7.4(a)** and **(b)**.

## **8. Promotions Positions**

### **8.1 Establishment of Positions**

#### **(a) Deputy Principal**

The position of Deputy Principal must be established:

- (i) where the enrolment of the whole school exceeds 200, or
- (ii) if the primary and secondary sections of the school are located at different sites, and staff and curriculum support is conducted separately, where the enrolment in a section exceeds 200.

If the school employs a Deputy Principal in a primary department with enrolments between 101 and 200 and that Deputy Principal is receiving an allowance at the rate prescribed for a primary department with enrolments between 201 and 250 at the date of the commencement of this Agreement, the Deputy Principal shall continue to be paid the allowance prescribed for such a primary department in this Agreement while continuing to occupy that position. If the school employs such a Deputy Principal, the school need not appoint a Teacher to hold a Position of Special Responsibility in accordance with **clause 8.1(b)**.

#### **(b) Positions of Special Responsibility**

- (i) The school may establish positions to meet its managerial needs and determine the title of each position.
- (ii) Subject to **clause 8.1(b)(iii)** and **(iv)** below, the school must create the minimum number of positions of special responsibility determined by the number of points applicable to the school as set out in the table in **clause 8.1(c)** below.
- (iii) In a secondary department a Co-ordinator 2 position must be established where the teaching hours of a programme of work in an area of instruction or activity as determined by the school (e.g., subject or key learning area) exceeds 2,000 hours per annum, or where the position has other duties (of a comparable level) as determined by the Principal.
- (iv) In determining an area of instruction, the school may aggregate two or more subjects to comprise an area of instruction **provided that** the total hours of aggregated instruction in an area of instruction that involves more than one subject, shall not exceed 4,000 teaching hours per annum.

#### **(c) Positions of Special Responsibility - Points Tables**

Subject to **clause 8.5** the points applicable to a department shall be established according to the following tables:

<b>Primary Departments</b>					
Classes	Points	Classes	Points	Classes	Points
1	0	10	3	19	6
2	0	11	3	20	6
3	0	12	3	21	6
4	1	13	4	22	7
5	1	14	4	23	7
6	1	15	4	24	7
7	2	16	5	25	8
8	2	17	5	26	8
9	2	18	5	27	8

<b>Secondary Departments</b>					
Classes	Points	Classes	Points	Classes	Points
1	0	20	13	39	26
2	1	21	14	40	27
3	2	22	15	41	28
4	2	23	15	42	28
5	3	24	16	43	29
6	4	25	17	44	30
7	4	26	17	45	31
8	5	27	18	46	31
9	6	28	19	47	32
10	6	29	20	48	33
11	7	30	20	49	33
12	8	31	21	50	34
13	8	32	22	51	35
14	9	33	22	52	35
15	10	34	23	53	36
16	11	35	24	54	37
17	11	36	24	55	37
18	12	37	25	56	38
19	13	38	26	57	39

For the purpose of this sub-clause, “class” means

- (i) In a primary department - a standard roll class of pupils. (Note: a two stream primary school is likely to have 14 classes in K to 6.)

- (ii) In a secondary department - an English class. (This includes all classes of English instruction).

## 8.2 Minimum Number of Positions

In establishing the minimum number of positions required to be established under **clause 8.1(b)(ii)** each position of special responsibility established by the school has a points value as follows:

**Points Value Table**

<b>Position</b>	<b>Points</b>
Senior Teacher 2	1
Co-ordinator 1	1
Co-ordinator 2	2
Co-ordinator 3	3

## 8.3 Allowances

- (a) **Subject to clause 8.3(c)**, a Teacher appointed to the position of Co-ordinator 1 or Senior Teacher 2 shall be paid the applicable allowance as set out in **Table 1B – Allowances for Promotions Positions of Part B - Monetary Rates** in addition to the salary applicable to the appointee (as set out in **Table 1A**), which shall be no less than Step 9 – Band 2 (secondary) and Step 7 – Band 1 (primary).
- (b) **Subject to clause 8.3(c)**, a Teacher appointed to the position of Co-ordinator 2, Co-ordinator 3 or Deputy Principal shall be paid the applicable allowance as set out in **Table 1B – Allowances for Promotions Positions of Part B - Monetary Rates** in addition to the appropriate salary as set out in **Table 1A**, **provided that** in the case of a Teacher employed in such a position prior to 1 February 2007, such Teacher shall be paid the allowance and the salary for a Senior Teacher 1 (as set out in **Table 1A**).

**Provided that** a Teacher employed in such a position prior to 1 February 2007 who is not otherwise eligible to be classified as a Band 3 Teacher will only be entitled to be paid the salary for Band 3 while he or she holds either a Co-ordinator 2, Co-ordinator 3 or Deputy Principal position.

- (c) Where a Part-Time Teacher is appointed to a position of Special Responsibility, the Teacher may be paid a proportion of the allowance, if:
  - (i) the Teacher is performing a proportion only of the duties of such position, or
  - (ii) the Special Responsibility Position and allowance is shared between Teachers.

**Note 1:** nothing in this **clause 8.3** prevents or limits the operation of **clause 8.1(b)**, in respect of the requirement to establish Positions of Special Responsibility and pay the relevant allowances for those Positions, provided that the Positions and allowances of Teachers appointed in accordance with this **Clause 8.3** are counted in proportion to the payment under this **Clause 8.3**.

**Note 2:** the proportional payment of the allowance will be not less than the proportional appointment of the Part-Time Teacher, in accordance with **clause 6.6(a)**.

## 8.4 Acting Appointments

If the school appoints a Teacher to act in a position of special responsibility or as a Deputy Principal for at least ten consecutive school days, the school must pay the Teacher the rate of allowance prescribed for that position.

## 8.5 Special Schools

The table below will apply to registered special schools or special assistance schools as recognised as such by the Minister instead of **clause 8.1(c)**.

<b>Special Schools: Promotions Points</b>	
Number of Teachers (FTE)	Promotions Points
0 – 3	0
4 – 8	1
9 – 12	2
13 – 14	3
15 – 17	4
18 – 25	5
26 – 30	6
31 – 35	7
36 – 40	8
41 – 45	9

## 9. Terms of Engagement

### 9.1 Letter of Appointment

The school shall provide a Teacher [other than a Casual Teacher] on appointment with a letter of appointment stating, inter alia, the classification and rate of salary as at appointment, the normal teaching load that will be required, requirements to perform extra-curricular duties and an outline of superannuation benefits available to Teachers at the school.

### 9.2 Part-Time Teachers

In the case of a Part-Time Teacher, the letter of appointment will also include the Teacher's teaching load expressed as a percentage of a full-time load in the school. The School cannot vary a Part-Time Teacher's teaching load or days of attendance unless:

- (a) the Teacher agrees; or
- (b) where such a variation is required as a result of a change in funding, enrolment or curriculum, the School provides 7 weeks' notice in writing in the case of a school teacher or 4 weeks' notice in the case of an early childhood teacher, or where the

change would result in a reduction in salary, the salary of the teacher is maintained for a period of 7 weeks in the case of a school teacher or 4 weeks in the case of an early childhood teacher; or

- (c) in the case of days of attendance at professional development or training, **clause 9.8(g)** applies.

### 9.3 Termination of Employment

- (a) The employment of any Teacher [other than a Casual Teacher] shall not be terminated without at least four school term weeks' notice on either side, or the payment of, or forfeiture, of four weeks' salary in lieu of notice.

**Provided that** such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (i) at the end of the said school term; or
- (ii) at least two weeks before the end of the said school term.

The foregoing shall not affect the right of the school to summarily dismiss any Teacher who is guilty of serious misconduct as defined by the Act or Regulations.

- (b) Should a Teacher have more than five years' service with the School and be over 45 years of age, this clause will apply instead of **clause 9.3(a)**. The School must provide the Teacher with five school term weeks' notice or make a payment of five weeks' salary in lieu of notice or give part notice and part payment in lieu of notice equal to five weeks. Such five school term weeks' notice shall expire within the School term during which it is given.
- (c) The Employer must give a Full-Time or Part-Time Teacher notice in writing of the date of termination. The date of termination must not be before the date on which the notice is given to the Teacher or payment in lieu of notice is made to the Teacher.

### 9.4 Forfeiture

- (a) If a Teacher fails to give notice in accordance with **clause 9.3(a)**, or fails to work out the notice period, the Teacher may, to the extent permitted by law, specifically authorise the School to deduct from wages due, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given, to a maximum of two weeks' pay. Any outstanding balance becomes a debt due to the School.
- (b) Deductions pursuant to a specific authorisation under **clause 9.4(a)** are made from the Teacher's gross salary (i.e. one week's notice not worked, or not given will be fully satisfied by the deduction of an amount equal to one week's salary being withheld by the School before tax is applied).
- (c) Where a Teacher declines to authorise such a deduction under **clause 9.4(a)**, either in full or in part, the remaining amount outstanding equal to the gross ordinary rate of pay for the notice not worked, or not given, becomes a debt due that may be pursued by the School to a maximum of two weeks' pay.

### 9.5 Statement of Service

- (a) Upon the termination of service of a Teacher [other than a Casual Teacher], the school shall provide a statement of service setting out the length of service, the number of classes and range of subjects taught (or the age of the children taught in

the case of a Teacher employed in a preschool), the promotions positions held and any special and/or additional duties performed by such Teacher.

- (b) Upon request, a Casual Teacher shall be supplied with a statement setting out the number of days of duty undertaken by the Casual Teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

#### 9.6 Payment on termination of employment

- (a) The School must pay a Teacher no later than 7 days after the day on which the Teacher's employment terminates:
  - (i) the Teacher's pay under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the Teacher under this Agreement and the NES.
- (b) The requirement to pay amounts under **clause 9.6(a)** is subject to any order of the Fair Work Commission, and the School making deductions authorised by this Agreement or the Act.

**Note 1:** see **clause 9.3(c)** where payment in lieu of notice is made.

**Note 2:** State and Territory long service leave laws may require a School to pay a Teacher for accrued long service leave on the day on which the Teacher's employment terminates or shortly after.

#### 9.7 Normal Duties

The normal duties of Teachers shall include playground duties, sports duties, and usual extra-curricular activities and, in relation to Teachers appointed to residential positions, the usual residential duties.

#### 9.8 Notice of Compulsory Professional Development

- (a) The School is committed to providing teaching staff with professional development courses. Such professional development, should where appropriate, be registered with NESAs or TQI.
- (b) Where the School has, in a previous enterprise agreement, specified a number of professional development days and/or meetings in any calendar year in the week immediately following the end of a school term or the week immediately preceding the commencement of the next school term a Teacher will not be required to attend in excess of those specified days.
- (c) Teachers are expected to continue to otherwise prepare or plan for the school year as required in order to meet the expectations of their role.
- (d) The School shall advise Teachers of the term dates for pupils, and teacher attendance dates, in the preceding year before the end of Term 3.
- (e) All other timetabling, or arrangement of any school designated professional development and/or training and/or meetings throughout the year, which are scheduled on the attendance dates shall be made with reasonable notice.

- (f) Schools will endeavour to give the maximum possible notice of such commitments and, where practicable, include such commitments in the annual school calendar.
- (g) Part-Time Teachers may be required to attend professional development training in accordance with the provisions of **clause 6.6(a)(iii)**.
- (h) Teachers accredited by NESAs or TQIs are required to participate in professional development to maintain their accreditation as prescribed by NESAs or TQI policy.

## 9.9 Lunch Break

A Teacher shall be entitled to a minimum of 30 consecutive minutes as a lunch break during which period a Teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

## 9.10 Redundancy

In conjunction with the other applicable provisions of this Agreement, **Attachment B – Consultation and Redundancy** shall apply as a minimum entitlement in cases of redundancy.

## 9.11 Early Childhood Teachers

The provisions of this Agreement shall apply in relation to Teachers employed in a preschool or other early childhood service subject to the specific provisions of **Attachment C – Particular Conditions of Teachers in Preschools and other Early Childhood Services**.

# 10. Pro-Rata Payment for Non-Term Time

## 10.1 Entitlement to Annual Leave

A Teacher (other than a Casual Teacher) is entitled to four weeks' of paid annual leave each year, to be given and taken by the Teacher at the commencement of the school summer vacation period each year.

This clause provides for pro rata payment for non-term time and applies in lieu of, and is inclusive of, payments in respect of pro rata annual leave pursuant to the Act. Annual leave provided for in this **clause 10.1** does not accrue from year to year as it is taken by the Teacher at the commencement of the school summer vacation period each year.

## 10.2 The provisions of this clause shall apply where:

- (a) a Teacher's employment ceases;
- (b) a Teacher commences employment after the **School Service Date**;
- (c) where a Teacher takes approved leave without pay (including unpaid parental leave);  
or
- (d) where the hours which a teacher normally teaches at a school have varied since the **School Service Date** ["a Teacher whose hours have varied"].

Payments shall be made to such Teachers by application of the formula prescribed by either **clause 10.3(a)** or **(b)**, as appropriate, and, pursuant to the applicable provisions of **clauses 10.4, 10.5, 10.6** and **10.7**.

### 10.3 Calculation of Payments

- (a) Payments made pursuant to this clause to a Teacher whose hours have varied shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

P is the payment due.

s is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment [or date of employment in circumstances where a Teacher has been employed by the school for less than one year].

b is the number of term weeks, or part thereof, in the year.

c is the number of non-term weeks, or part thereof, in the year.

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment [or date of employment in circumstances where a Teacher has been employed by the school for less than one year].

- (b) Payments made otherwise pursuant to this clause shall be calculated in accordance with the following formula:

$$P = S \times \left\{ \left( \frac{t \times c}{b} \right) - d \right\}$$

Where:

P is the payment due.

S is an amount equivalent to a week's salary [including allowances] of the Teacher at the date of application of the formula.

t is the number of term weeks, or part thereof, worked by the Teacher since the **School Service Date**.

b is the number of term weeks, or part thereof, in the year.

c is the number of non-term weeks, or part thereof, in the year.

d is the number of non-term weeks, or part thereof, worked by the Teacher since the **School Service Date**.

### 10.4 Termination of Employment

A Teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause.



## 10.5 Teachers Who Commence Employment after the Commencement of the School Year

- (a) A Teacher who commences employment after the usual date of commencement at the school in any school year, shall be paid from the date the Teacher commences, **provided that** at the end of Term IV or final semester in that year, the Teacher shall be paid an amount calculated pursuant to **clause 10.3** and shall receive no salary or other payment other than payment under this clause until the **School Service Date** in the following school year.
- (b) In each succeeding year of employment, the **School Service Date** shall be deemed to be the anniversary of appointment of the Teacher for the purpose of this clause.

## 10.6 Teachers Who Take Approved Leave Without Pay

Where a Teacher takes leave without pay with the approval of the school for a period which [in total] exceeds 20 pupil days in any year, or where a Teacher takes parental leave pursuant to **clause 12.2(b)** or **clause 12.2(c)** the Teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same school year:
  - (i) subject to **clause 10.6(a)(ii)** below, the payment shall be calculated and made at the conclusion of Term IV of that school year; and
  - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:
    - (A) at the commencement of the leave in respect of that year; and
    - (B) at the end of Term IV in accordance with **clause 10.6(c)**.
- (b) If the leave without pay is to conclude in a school year following the school year in which the leave commenced:
  - (i) at the commencement of the leave, a payment shall be calculated and made in respect of the school year in which the leave commences; and
  - (ii) at the end of Term IV in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.
- (c) The payment to be made to a Teacher at the conclusion of Term IV of a school year:
  - (i) pursuant to **clause 10.6(a)(ii)(B)**;
  - (ii) or in circumstances where, with the agreement of the school, a Teacher who has been paid pursuant to **clause 10.6(b)(i)** returns from leave during the school year in which the leave commenced and notwithstanding that as a result did not in total exceed 20 pupil days, shall be determined by:
    - (A) applying the formula in **clause 10.3** as if no payment had been made to the Teacher pursuant to **clause 10.6(a)(ii)(A)** or **clause 10.6(b)(i)**; and
    - (B) deducting from that amount the amount paid to the Teacher pursuant to **clause 10.6(a)(ii)(A)** or **clause 10.6(b)(i)**.

- (d) Notwithstanding the provisions of **clause 10.1**, a Teacher shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the Teacher would otherwise be entitled under the provisions of the Act, in respect of a year of employment.

#### 10.7 Teachers Whose Hours Have Varied

Where the hours which a Teacher normally teaches at the school have varied since the **School Service Date** in any school year and the Teacher's employment is to continue in the next school year, the Teacher shall be paid at the conclusion of Term IV or final semester of that year in accordance with the formula provided in **clause 10.3(a)** and shall receive no salary or other payment other than payment under this clause until the **School Service Date** in the following school year.

### 11. Annual Leave Loading

- 11.1 Subject to **clause 11.6**, where a Teacher other than a Casual Teacher, is given and takes annual leave commencing at the beginning of the school summer vacation each year, the Teacher shall be paid an annual leave loading calculated in accordance with this clause.
- 11.2 The loading shall be payable in addition to the pay payable to the Teacher for the period of the school summer vacation.
- 11.3 The loading shall be calculated:
  - (a) in relation to such period of a Teacher's annual leave as is equal to the period of annual leave to which the Teacher is entitled for the time being under the Act at the end of each year of employment or where relevant.
  - (b) the period of annual leave calculated under **clause 11.6**.
- 11.4 The loading shall be the amount payable for the period specified in **clause 11.3** or **11.6** at the rate of 17.5 per cent of the weekly equivalent of the Teacher's annual salary.
- 11.5 For the purposes of this clause, "**salary**" shall mean the salary payable to the Teacher at the first day of December of the year in which the loading is payable together with, where applicable, the allowances prescribed by **clauses 6.4** and **8.3** and **Attachment C – Particular Conditions for Teachers employed in Preschools and Other Early Childhood Services**, but not including any other allowances or amount otherwise payable in addition to salary.

**Provided that** where **clause 11.6** applies, "**salary**" shall mean the salary [together with allowances payable as aforesaid] payable immediately prior to the payment made to the Teacher pursuant to **clause 11.3(b)**.
- 11.6 Where a Teacher receives a payment pursuant to **clause 10 Pro Rata Payment for Non-Term Time**, including the case where a Teacher's employment is terminated by the school or ceases for any reason, the Teacher shall be entitled to be paid for that part of such fraction of the annual leave loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by the Teacher in that year bears to the number of school weeks he or she would be normally required by the Principal to work in a full school year.

- 11.7 The following formula shall be used to determine the entitlement to leave loading for this **clause 11**:

$$17.5\% \times \frac{\text{weekly salary} \times 4 \text{ weeks annual leave}}{\text{number of term weeks worked}} \times \frac{\text{number of term weeks worked}}{\text{number of term weeks in the year}}$$

[For example: To calculate the entitlement to leave loading for a Teacher who worked 32 term weeks of the 40 weeks of term time where the Teacher is paid a Step 5 annual salary of \$75,605. The calculation would be:

$$17.5\% \times (\$75,605/52.14) \times 4 \text{ weeks} \times (32/40)$$

$$= 17.5\% \times \$1,450.04 \times 4 \text{ weeks} \times (32/40)$$

$$= \$812.04]$$

## 12. Leave Entitlements

### 12.1 Personal/Carer's Leave

#### (a) General Entitlement

- (i) Any Full-Time, Temporary or Part-Time Teacher shall be entitled to paid Personal/Carer's Leave in accordance with this **clause 12**.
- (ii) A Part-Time Teacher will be entitled to paid Personal/Carer's Leave on a proportionate basis. The proportion is calculated by comparing the number of teaching hours that the Part-Time Teacher teaches in a full school week, with the number of teaching hours which a Full-Time Teacher teaches at the School in a full school week.
- (iii) A Full Time or Temporary Teacher will be entitled to 15 days Personal/Carers leave (pro-rata for a Part-Time Teacher) for each year of service. Personal/Carer's Leave will accrue progressively during a year of service. Any untaken Personal/Carer's Leave will be cumulative from year to year.

#### (b) Entitlement on Commencement of Employment

A Teacher, other than a Casual Teacher, will receive a one-off entitlement to 15 days Personal/Carer's Leave (pro-rata for a Part-Time Teacher) on commencement of employment. This entitlement is in addition to that provided in **clause 12.1(a)**. **Provided that** a Temporary Teacher shall be entitled to Personal/Carer's Leave in accordance with the provisions of this **clause 12.1(b)** in that proportion of 15 days which the period of appointment of the Teacher bears to the full school year of the School.

#### (c) Access to Personal/Carer's Leave

- (i) A Teacher may take paid Personal/Carer's Leave if the leave is taken:
  - (A) because the Teacher is not fit or able to work due to personal illness or personal injury, or unexpected personal emergency, or family and domestic violence affecting the Teacher; or

(B) to provide care or support to a member of the Teacher's immediate family as defined in section 12 of the Act, or a member of the Teacher's household, who requires care or support because of:

- (I) a personal illness, or personal injury affecting the member; or
- (II) an unexpected emergency affecting the member, or
- (III) family and domestic violence.

(ii) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Teacher's control and is of an urgent and serious nature that requires the urgent attendance of the Teacher. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Teacher's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Teacher to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time. 'Family and Domestic Violence' is as defined by the Act.

(iii) A Teacher is not to take Personal/Carer's Leave for any period in respect of which the Teacher is entitled to workers compensation.

(iv) Where applicable, if a public holiday occurs during Personal/Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

(d) **Notice Requirements**

As soon as practicable, and where possible prior to the Teacher commencing such leave, a Teacher will notify the School of:

- (i) the need to take Personal/Carer's Leave;
- (ii) the reason for the leave, being a reason specified in **clause 12.1(c)**;
- (iii) the period, or expected period of their leave.

(e) **Evidence Supporting Claim**

(i) Evidence will not be required for the first three days of Personal/Carer's Leave taken by a Teacher in a calendar year. For absences after the first three days, the following paragraphs apply.

(ii) In respect of any absence of two consecutive days or more due to personal injury or illness, a Teacher shall, upon request, provide a certificate from a medical practitioner or other evidence from a registered health practitioner, or evidence that would satisfy a reasonable person to demonstrate the Teacher's eligibility for Personal/Carer's Leave in accordance with **clause 12.1(c)**.

(iii) In respect of any absence due to unexpected personal emergency or family and domestic violence, a Teacher shall, upon request, provide documentary evidence that would satisfy a reasonable person or a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of family and domestic violence, and that such circumstance prevented the Teacher from attending work.

(iv) In respect of any absence to provide care or support to a member of the Teacher's immediate family or household, a Teacher shall, upon request:

- (A) provide a certificate from a medical practitioner or other evidence from a registered health practitioner or statutory declaration or other

evidence that would satisfy a reasonable person, establishing the illness or injury of the person concerned and that the illness was such as to require care by another person, or

- (B) produce documentary evidence that would satisfy a reasonable person or a statutory declaration, establishing the nature of the unexpected emergency and that such unexpected emergency resulted in the person concerned requiring care by the Teacher.
- (v) Where a Teacher has taken frequent single days of Personal/Carer's Leave, that is more than seven single day absences, inclusive of the first three days referred to in **clause 12.1(e)(i)**, or taken extended Personal/Carer's Leave such that the School requires additional information in relation to the Teacher's absences, then the School may take action in accordance with this **clause 12.1(e)(v)**:
- (A) The School may arrange a meeting in order to clarify the position with the Teacher. The invitation to the Teacher to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the Teacher to reasonably be able to attend the meeting. The invitation shall also refer to the provisions of this clause and shall indicate the grounds for the School's concern about Personal/Carer's Leave taken by the Teacher. The School shall invite the Teacher to respond verbally at the meeting to the issues raised by the School. A Teacher shall not unreasonably fail to attend such a meeting where invited by the School to do so.
  - (B) After consideration of the Teacher's response, if any, the School may:
    - (I) require further evidence that the Teacher's circumstances are in accordance with the provisions of **clause 12.1(c)**; and/or
    - (II) in the case of an extended absence due to the personal illness or injury of the Teacher, require the Teacher to provide a medical report from a doctor nominated by the School (at the cost of the School) in relation to:
      - the likely period of absence,
      - if relevant, any limitations on the Teacher's ability to perform the requirements of their role;
      - if relevant, any services or facilities which may be required to accommodate any such limitations;
      - if relevant, whether the Teacher is likely to be able to perform the requirements of their role in the foreseeable future, or
      - to establish eligibility for Personal/Carer's Leave (and no other information); and/or
    - (III) discuss with the Teacher any other action.
- (vi) Where a Teacher fails to attend a meeting as requested by the School pursuant to **clause 12.1(e)(v)(A)** and does not provide a reasonable explanation for such failure, or does not provide further evidence of eligibility for Personal/Carer's Leave as outlined in **clause 12.1(c)**, then following prior written notice the School may cease payment of Personal/Carer's Leave if the School has reasonable grounds for a belief that the Teacher is not entitled to Personal/Carer's Leave for that absence.

- (vii) The Teacher may, if a member of the Union, request that any matter pursuant to this clause be discussed at any stage between the Union and the representative of the School.

(f) **Unpaid Leave for Caring Purposes**

- (i) A Teacher, including a Casual Teacher, is entitled to take up to two days unpaid carer's leave for each occasion that a member of the class of persons described in **clause 12.1(c)(i)(B)** requires care or support due to:
  - (A) a personal illness or injury, affecting the member; or
  - (B) an unexpected emergency affecting the member, or
  - (C) family and domestic violence affecting the member.
- (ii) A Teacher cannot take unpaid Carer's Leave under this subclause if the Teacher could instead take paid Personal/Carer's Leave.
- (iii) A Teacher's entitlement to take unpaid Carer's Leave under this subclause is subject to the Teacher meeting the notice and evidence requirements set out in **clauses 12.1(d) and (e)**.
- (iv) The School must not fail to re-engage a Casual Teacher because the Teacher accessed the entitlements provided for in this clause. The rights of the School to engage or not to engage a Casual Teacher are otherwise not affected.

(g) **Special Leave**

- (i) A Teacher, other than a Casual Teacher, is entitled to one day of paid Special Leave each calendar year. Such leave is non-cumulative and will not be deducted from Personal/Carer's Leave accruals.
- (ii) Special Leave is available to be used to meet a scheduled family commitment, where the timing of the commitment is beyond the control of the Teacher and where the commitment cannot be scheduled outside work time (for example, the graduation of an immediate family member).
- (iii) The Teacher will provide the School with reasonable notice of their intention to take Special Leave to enable the School to plan for such an absence.
- (iv) The School may seek further details regarding the nature of the commitment and the reasons why the commitment cannot be scheduled outside of work hours.

## 12.2 Parental Leave

(a) **General**

- (i) A Teacher is entitled to take unpaid parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in that Act.
- (ii) A Teacher who takes unpaid maternity leave or adoption leave under the provisions of section 71 or 72 of the Act must be paid under **clause 12.2(b)** of this Agreement in the case of maternity leave and under **clause 12.2(c)** of this Agreement in the case of adoption leave, provided that if the leave is concurrent leave as described in section 72(5) of the Act, then such leave shall be paid in accordance with **clause 12.2(d)** of this Agreement.

(b) **Maternity Leave**

- (i) The amount of paid maternity leave for a female Teacher who applies for unpaid parental leave of at least fourteen weeks under section 71 or 72 of the Act, shall be fourteen weeks, provided that if the Teacher takes a lesser period of leave, the Teacher shall be entitled to that lesser amount of paid leave.
- (ii) If a Teacher has taken a previous period of maternity leave, the Teacher is not entitled to the benefit described in this **clause 12.2(b)** for a consecutive period of maternity leave unless the Teacher returns to work at the School for a period of at least six months following the previous period of maternity leave. However, the Teacher will be entitled to unpaid parental leave in accordance with the Act.
- (iii) The Teacher must be paid:
  - (A) at the rate the Teacher was paid at the time of commencing the leave, if the Teacher is paid a lump sum in accordance with **clause 12.2(b)(iv)**; or
  - (B) at the rate that would otherwise apply to the Teacher if the Teacher is paid at the usual times and intervals that other Teachers are paid at the school.
- (iv) The Teacher must be paid:
  - (A) in a lump sum; or
  - (B) if the Teacher requests, at the usual times and intervals that other Teachers are paid at the school.
- (v) The School must pay the first or lump sum payments at the pay period commencing closest to:
  - (A) six weeks before the anticipated date of birth, or
  - (B) if the birth occurs before the time referred to **clause 12.2(b)(v)(A)**, the date of the birth; or
  - (C) if the Teacher has not commenced maternity leave at the time referred to in **clause 12.2(b)(v)(A)**, when the Teacher commences leave on or prior to the date of birth but no later.

The exception to this **clause 12.2(b)(v)** is if the commencement date of the leave is during the summer pupil vacation prior to the School Service Date. If this occurs, the paid leave will commence on the **School Service Date**.
- (vi) If a Teacher's pregnancy is terminated other than by the birth of a living child:
  - (A) more than 20 weeks before the anticipated date of birth, the Teacher is not entitled to the payment;
  - (B) less than 20 weeks before the anticipated date of birth, the Teacher is entitled to the payment while the Teacher remains on leave.
- (vii) The 14 week period of maternity leave will count as a period of service, for the purpose of annual leave, under this Agreement. The Teacher will be entitled to pro-rata annual leave which will be calculated as  $(14 / 52) \times 4 = 1.07$  weeks of

annual leave due. Any Teacher taking less than 14 weeks of maternity leave will have their pro-rata annual leave payment adjusted accordingly. This amount will be added to any amounts due pursuant to **clause 10 Pro-rata Payment for Non-Term Time**.

- (viii) A Teacher must give notice of the intention to take maternity leave, and provide other notice and documentation, as required by section 74 of the Act.

[*Notation:*

- (A) *Where possible, parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However this does not diminish the right of a Teacher to proceed on leave on the date the Teacher nominates in accordance with the Act.*
- (B) *In order to facilitate the desirable practice referred to in **Notation (A)** above, the School is prepared to extend the time of parental leave beyond that maximum entitlement prescribed by the Act, should the Teacher agree to return from parental leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.]*

(c) **Adoption Leave**

- (i) A Teacher who takes unpaid adoption leave under the provisions of section 71 or 72 of the Act must be paid under this **clause 12.2(c)**.
- (ii) A Teacher shall be entitled to fourteen weeks' paid leave for the purpose of adopting any child as defined in the Act provided that if the Teacher takes a period of adoption leave under the Act which is less than fourteen weeks, the Teacher shall be entitled to that lesser amount of paid leave.
- (iii) The payment prescribed in **clause 12.2(c)(ii)** above shall only be payable in respect of one adopting parent of a child who will be the primary caregiver and will commence on the date of placement of the child. The exception to this **clause 12.2(c)(iii)** is if the commencement date of the leave is during the summer pupil vacation prior to the **School Service Date**. If this occurs, the paid leave will commence on the **School Service Date**.
- (iv) The 14 week period of adoption leave will count as a period of service, for the purpose of annual leave, under this Agreement. The Teacher will be entitled to pro-rata annual leave which will be calculated as  $(14 / 52) \times 4 = 1.07$  weeks annual leave due. Any Teacher taking less than fourteen weeks of adoption leave will have their pro-rata annual leave payment adjusted accordingly. This amount will be added to any amounts due pursuant to **clause 10 Pro-rata Payment for Non-Term Time**.
- (v) A Teacher must give notice of the intention to take adoption leave, and provide other notice and documentation, as required by section 74 of the Act.

(d) **Paid Concurrent Parental Leave**

- (i) A Teacher who is entitled to take unpaid parental leave pursuant to section 71 or section 72 of the Act and applies to take concurrent parental leave pursuant to section 72(5) of the Act is entitled to payment pursuant to this clause.



- (ii) A Teacher shall be entitled to two weeks' paid leave commencing on the day of birth of the child or on the day on which the mother of the child leaves hospital, or in the case of an adoption, from the date of placement of the child.

The exception to this **clause 12.2(d)(ii)** is if the commencement date of the leave is during the summer pupil vacation prior to the **School Service Date**. If this occurs, the paid leave will commence immediately following the annual leave period in **clause 10.1**.

- (iii) A Teacher must give notice of the intention to take parental leave, and provide other notice and documentation, as required by section 74 of the Act.
- (iv) The paid concurrent parental leave provided for in this **clause 12.2(d)** is unpaid parental leave pursuant to section 71 or section 72 of the Act and so comes out of the Teacher's entitlement to 12 months of unpaid parental leave under section 70 of the Act.
- (v) A period of paid concurrent parental leave will count as a period of service under this Agreement.

(e) **Casual Teachers**

- (i) A School must not fail to re-engage a regular Casual Teacher because:
  - (A) the Teacher or Teacher's spouse or de facto is pregnant; or
  - (B) the Teacher is or has been immediately absent on parental leave.
- (ii) The rights of the School in relation to engagement and re-engagement of Casual Teachers are not affected, other than in accordance with this clause.

(f) **Right to Request**

- (i) A Teacher entitled to parental leave may request that the School allow the Teacher:
  - (A) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; or
  - (B) to return from a period of parental leave on a part-time basis

for the purpose of assisting the Teacher care for a child.

- (ii) The School shall consider the request having regard to the Teacher's circumstances and, provided the request is genuinely based on the Teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the School's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The Teacher's request and the School's decision made under **clause 12.2(f)(ii)** must be recorded in writing.
- (iv) Where a Teacher wishes to make a request under **clause 12.2(f)(i)(B)** such a request must be made as soon as possible before the date on which the Teacher is due to return to work from parental leave.

(g) **Communication During Parental Leave**

- (i) Where a Teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the School shall take reasonable steps to:
  - (A) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave; and
  - (B) Provide an opportunity for the Teacher to discuss any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave.
- (ii) The Teacher shall take reasonable steps to inform the School about any significant matter that will affect the Teacher's decision regarding the duration of parental leave to be taken, whether the Teacher intends to return to work and whether the Teacher intends to request to return to work on a part-time basis.
- (iii) The Teacher shall also notify the School of changes of address or other contact details which might affect the School's capacity to comply with **clause 12.2(g)(i)**.

12.3 **Long Service Leave**

(a) **General Provisions**

- (i) Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955 (NSW)* (LSL Act) and the *Long Service Leave Act 1976 (ACT)* (**LSL Act ACT**) shall apply to Teachers employed by the school under this Agreement.
- (ii) For the purpose of this **clause 12.3, Long Service Leave**, a Teacher shall be deemed to have completed a year of service if he or she had been employed for the whole of the term time of that calendar year.

(b) **Quantum of Leave**

**In NSW Schools**

Subject to **clause 12.3(c)** the amount of long service leave to which a Teacher employed in a NSW School shall be entitled shall:

- (i) In the case of a Teacher who has completed at least ten years' service with the same school be:
  - (A) in respect of ten years' service so completed, 13 weeks; and
  - (B) in respect of each additional five years' service with the school since the Teacher last became entitled to long service leave, 10 weeks; and
  - (C) on the termination of the Teacher's employment, in respect of completed service with the school since the Teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of two weeks for one year's service.
- (ii) In the case of a Teacher who has completed with a school five years' service,

and whose services are terminated by the school for any reason other than misconduct or cease for any other reason (including resignation), be a proportionate amount on the basis of 13 weeks for ten years' service [such service to include service with the school as an adult and otherwise than as an adult].

### **In ACT Schools**

- (iii) Subject to **clause 12.3(a)** (General Provisions), **clause 12.3(c)** (Calculations of entitlement) the amount of long service leave to which a Teacher employed in an ACT School shall be entitled shall be:
  - (A) In respect of seven years' service so completed, 9.1 weeks;
  - (B) In respect of each additional year of service up to 10 years of service with the School, 1.3 weeks each year; and
  - (C) On the termination of the Teacher's employment, in respect of completed service with the School since the Teacher last became entitled to an amount of long Service leave, a proportionate amount on the basis of two weeks for one year's service.
- (iv) In the case of a Teacher who has completed with the school five years' service, and whose services are terminated by the School for any reason other than misconduct or case for any other reason, be a proportionate amount on the basis of 13 weeks for ten years' service (such service to include service with the School as an adult).

### **(c) Calculation of Entitlement**

#### **Teachers employed in a NSW school**

In the case of a Teacher employed in a NSW School whose service with the school began before 1 February 2022, and whose service would entitle the Teacher to long service leave under this clause, the amount of long service leave to which such Teacher shall be entitled shall be the sum of the following amounts.

- (i) The amount calculated on the basis of the provisions of the LSL Act in respect of the period of service before 1 August 1985; and
- (ii) An amount calculated on the basis of the provisions of clause 12, *Long Service Leave, of the Teachers (Non Government Schools) (State) Award published 10 May 1996 (292 I.G. 651)* in respect of the period from 1 August 1985 to 30 April 1995; and
- (iii) An amount calculated on the basis of the provisions of clause 12, *Long Service Leave, of the Teachers (Independent Schools) (State) Award* effective from 1 May 1995 until 28 January, 2001.
- (iv) An amount calculated on the basis of the provisions of **clause 12.3(b), Long Service Leave** of this Agreement, for the period from 29 January 2001 (NB: corresponding provisions applied in previous industrial instruments).
- (v) The above periods of calculation are listed in the table below:

<b>Calculation of Entitlement</b>	
Teachers employed in a School	
Prior to 31 July, 1985	0.866 weeks per year.
1 August, 1985 to 30 April, 1995	1.05 weeks per year up to 10 years of service.  1.5 weeks per year, or proportion of a year, after 10 years of service.
1 May, 1995 to 28 January, 2001	1.05 weeks per year up to 10 years of service.  2 weeks per year, or proportion of a year, after 10 years of service.
On or after 29 January, 2001	1.3 weeks per year up to 10 years of service  2 weeks per year, or proportion of a year, after 10 years of service.

### Teachers Employed in Preschools and Early Childhood Services

- (vi) See **Attachment C - Particular Conditions of Teachers employed in Preschools and Other Early Childhood Services** for Teachers whose service began prior to 1 January 2011. For Teachers employed after 1 January 2011, the above table applies.

### Teachers employed in an ACT school

#### Calculations of Entitlement for Teachers who commenced prior to 1 February 2022 in ACT Schools

- (vii) In the case of a Teacher employed in an ACT School whose service with the School began before 1 February 2022, the terms of the industrial instrument that applied to them at that time, will continue to apply with respect to accrued long service leave, up to the commencement of this agreement.
- (viii) On and from 1 February 2022, the following scale applies with respect to the accrual of long service leave;

From 1 February 2022	1.3 weeks per year up to 10 years' service 2 weeks per year, proportion of a year; after 10 years' service
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(d) **Conditions of Taking Leave**

- (i) Where a Teacher has become entitled to long service leave in respect of the Teacher's service with the school, the school shall give to the Teacher and the Teacher shall take the leave as soon as practicable having regard to the needs of the school provided always that unless the school otherwise agrees the Teacher shall give not less than two school terms' notice of the Teacher's wish to take leave and **further provided that** the school shall give the Teacher not less than two school terms' notice of any requirement that such leave be taken.
- (ii) Where long service leave is taken so that it commences on the first day after a period of pupil vacation, which falls between school terms, and concludes on the last day prior to a period of pupil vacation which falls between school terms, such long service leave shall be exclusive of the pupil vacation periods occurring prior to, within and following the period of long service leave. A period of long service leave taken wholly within one term shall also be exclusive of pupil vacation periods adjacent to the period of leave, if the taking of long service leave of less than one term has been approved by the school.
- (iii) Where a Teacher requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with **clause 12.3(d)(ii)** the conditions of that clause shall apply, provided nothing in this paragraph shall affect the provisions of **clause 10.6**.
- (iv) A Teacher may request to take long service leave at half pay and the School may approve such request. Where such request is granted, any period of non-term time falling within the period of leave (but not adjacent to the period of leave) will be paid at half pay.

**Provided however** that in the case of the school summer non term time, the payment shall be calculated in accordance with the provisions of **clause 10.7 Teachers Whose Hours Have Varied** and **clause 10.3 Calculation of Payments**, as if the period of leave on half pay were a period of part-time work.

- (v) A Teacher may request to take long service leave in a short block of one week or more and it is up to the School's discretion whether to approve the leave.
  - (vi) Where long service leave is not taken in full term periods or in accordance with **clause 12.3(d)(ii)** it will be inclusive of pupil vacations, other than the four weeks of annual leave at the commencement of the school summer vacation.
  - (vii) Where a Teacher is entitled to an amount of long service leave which is in excess of a school term the Teacher may elect not to take that part of the long service leave which is in excess of a term [the deferred leave], until such time as the Teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.
- (e) Long Service Leave is exclusive of public holidays.
- (f) The service of a Teacher with the school shall be deemed continuous notwithstanding the service has been interrupted by reason of the Teacher taking maternity leave (including paid and unpaid leave in accordance with **clause 12.2 Parental Leave**) or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

(g) **Payment in lieu of Long Service Leave**

- (i) A Teacher employed in a NSW School with 10 years' continuous service with the School may cash out an amount of additional long service leave accumulated by the Teacher which is in excess of their entitlements under the LSL Act. (This means long service leave accrued in excess of 0.866 weeks per year.)
- (ii) A Teacher employed in an ACT School with 7 years' continuous service with the School may cash out an amount of additional long service leave accumulated by the Teacher which is in excess of their entitlements under the LSL Act (ACT) (this means long service leave accrued in excess of 0.866 weeks per year).
- (iii) Subject to the Teacher having 10 years' service, long service leave may be cashed out on the following basis:
  - (A) the Teacher elects to cash out some or all of that portion of their accrued long service leave which is the leave accrued in excess of 0.866 weeks per year;
  - (B) the Teacher provides a written election to the School stating that the Teacher wishes to cash out the accrued long service leave; and
  - (C) the School, in its discretion, authorises the Teacher to cash out the accrued long service leave.
- (iv) If a Teacher cashes out an amount of accrued long service leave in accordance with this clause:
  - (A) the School will, within a reasonable time, give the Teacher the amount of pay they would have received if they had taken the long service leave that the Teacher cashed out; and
  - (B) the Teacher will no longer be entitled to the long service leave they have cashed out.

(h) **Three Band Agreement**

If a Three Band Agreement previously applied to the employment of the Teacher with the School, and pursuant to that agreement the Teacher received additional superannuation in lieu of long service leave and annual leave loading, then the long service leave entitlement of the Teacher shall be adjusted accordingly notwithstanding the provisions of **clause 12.3(c)** of this Agreement.

12.4 **Compassionate Leave**

- (a) A Teacher will be entitled to paid compassionate leave in accordance with the Act.
- (b) Compassionate leave is paid leave taken by the Teacher for the purposes of:
  - (i) spending time with a person who is a member of the Teacher's immediate family (as defined by section 12 of the Act) or a member of the Teacher's household; and who has a personal illness, or injury, that poses a serious threat to his or her life; or
  - (ii) after the death of a member of the Teacher's Immediate Family or a member of

- this Teacher's household; or
- (iii) after the stillbirth of a child where the child would have been a member of the Teacher's Immediate Family or a member of the Teacher's household or
  - (iv) after the Teacher or their spouse or de facto partner has a miscarriage.
- (c) Subject to **clauses 12.4(e) and (f)**, a Full-Time or Part-Time Teacher is entitled to a period of two days of compassionate leave for each occasion when:
- (i) a member of the Teacher's immediate family or a member of the Teacher's household (as defined in **clause 12.1(c)(i)(B)**):
    - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
    - (B) sustains a personal injury that poses a serious threat to his or her life; or
  - (ii) a child is stillborn, where the child would have been a member of the Teacher's Immediate Family or a member of the Teacher's household; or
  - (iii) the Teacher or their spouse or de facto partner has a miscarriage.
- (d) Subject to **clauses 12.4(e) and (f)**, a Full-Time or Part-Time Teacher is entitled to a period of three days of compassionate leave for each occasion when a member of the Teacher's immediate family or a member of the Teacher's household (as defined in **clause 12.1(c)(i)(B)**) dies.
- (e) A Teacher may be required to provide the School with satisfactory evidence of such illness, injury, death, stillbirth or miscarriage.
- (f) Subject to **clause 12.4(g)**, a Teacher shall not be entitled to compassionate leave under this clause during any period in respect of which the Teacher has been granted other leave.
- (g) Compassionate leave may be taken in conjunction with leave available under **clause 12.1 Personal/Carer's Leave**. In determining such a request the School will give consideration to the circumstances of the Teacher and the reasonable operational requirements of the School.

## 12.5 Unpaid Compassionate Leave – Casual Teachers

- (a) Casual Teachers are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in **clause 12.1(c)(i)(B)**, provided that a Teacher may be required to provide the School with satisfactory evidence of such death.
- (b) The School and the Casual Teacher shall agree on the period for which the Teacher will be entitled to not be available to attend work. In the absence of agreement, the Teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Teacher is not entitled to any payment for the period of non-attendance.
- (c) The School must not fail to re-engage a Casual Teacher because the Teacher accessed the entitlements provided for in this clause. The rights of the School to engage or not engage a Casual Teacher are otherwise not affected.

- (d) Casual Teachers shall be entitled to unpaid compassionate leave in accordance with the NES.

#### 12.6 **Military Reserve Leave**

A Teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

#### 12.7 **Examination/Study Leave**

Any Teacher who for the purpose of furthering Teacher training, enrolls in any course at a recognised University or recognised Teacher training institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

#### 12.8 **Jury Service**

- (a) A Full-Time or Part-Time Teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Teacher shall be required to reimburse to the school any monies payable to the Teacher for such attendance (excluding reimbursement of expenses) which required the Teacher's absence from school.
- (b) The Teacher shall notify the school as soon as possible of the date upon which he or she is required to attend for jury service. The Teacher shall provide to the school a copy of the summons to attend jury duty and a record of payments received as proof of attendance.
- (c) A Teacher's entitlement to Community Service Leave under the Act is otherwise unaffected.

#### 12.9 **Family and Domestic Violence Leave**

In addition to the provisions contained in **clause 12.1(c)** of this Agreement, a Teacher shall be entitled to Unpaid Family and Domestic Violence Leave in accordance with the NES.

#### 12.10 **Paid Natural Disaster Leave**

- (a) This clause shall apply when a natural disaster is declared in a local government area or areas by the NSW or ACT government and the circumstances surrounding the natural disaster:
  - (i) prevent the Teacher from attending for work or leaving home;
  - (ii) pose a genuine threat to the Teacher's property; or
  - (iii) pose a genuine threat to the Teacher gaining access to their home (for example, road closures).
- (b) A Teacher (other than a Casual Teacher) is entitled to up to 2 days of paid leave per annum to attend to such matters as they relate to the natural disaster.



- (c) A Casual Teacher shall be entitled to 2 days unpaid leave.
- (d) The Teacher must notify the School as soon as practicable, and where possible prior to the Teacher commencing such leave, of the need to take leave pursuant to this **clause 12.10(a)**, the reason for the leave, that is, why they are unable to attend work and the period or expected period of their leave.
- (e) The School may request a Statutory Declaration from a Teacher seeking to access this provision.
- (f) Natural Disaster Leave is not cumulative.
- (g) For the purpose of this clause, a natural disaster means a flood, severe storm or snowfall, bushfire or other natural emergency that has been declared as such by the NSW or ACT Government in a local government area or areas.
- (h) If a natural disaster is declared retrospectively and a full-time or part-time Teacher has already taken other leave because of that declared natural disaster, the Teacher may apply for that other leave (including unpaid leave) to be converted to leave pursuant to this subclause, to a maximum of 2 days paid leave per calendar year.
- (i) Nothing in this subclause is intended to preclude access to other leave that may be available to the Teacher, provided that such other leave cannot be taken simultaneously with paid natural disaster leave.

## **13. Teacher Skill Development**

### **13.1 Induction**

- (a) In addition to the support offered to relevant Teachers in **clause 13.2**, a Teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the Teacher and the school may agree that the Teacher should participate in the induction process for a further year.
- (b) The induction process shall be determined by the school or the Principal in consultation with the Teacher to assist the Teacher's professional development which shall be reviewed regularly throughout the year.
- (c) The school shall provide a written statement to the Teacher not later than four weeks before the end of the school year outlining the Teacher's progress and development. Such statement may form part of a Teacher's portfolio pursuant to **clause 13.3**.

### **13.2 Support for Accreditation at Proficient Teacher Level**

- (a) The School will provide appropriate support to Teachers who are working toward achieving their accreditation at Proficient Teacher level. This support may include providing a mentor Teacher and will involve regular feedback in relation to the Teacher's progress in reaching the Proficient Teacher standard. A Teacher who is provided with this support will work cooperatively with the School in relation to the assessment process including participating in classroom observations, feedback

meetings and adhering to the deadlines set by the School for the provision of evidence.

- (b) Where a Teacher working towards Proficient Teacher Accreditation is identified by the School as being at risk of not meeting the required standards by the end of their second year of teaching the School will advise the Teacher of this at the commencement of the final term of the Teacher's second year of teaching. The School shall identify to the Teacher the specific standard descriptors where further progress is required and support the Teacher to address any identified issues to assist their progression towards completing accreditation at Proficient Teacher Level.

### 13.3 Evidence of Professional Development

A Teacher may request and be given from time to time by the school or the Principal appropriate documentation as evidence of the Teacher's professional development and experience. These documents may, if the Teacher wishes, form a portfolio which shall remain the property of the Teacher.

### 13.4 The Teacher Development Process

Where the school considers that a problem exists in relation to the Teacher's performance, the school shall not use any agreed Teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.

### 13.5 Teacher Returning to Teaching after an Absence

A Teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in **clause 13.1** with appropriate modification and shall be expected to participate as appropriate.

## 14. Disputes Procedure

Subject to the provisions of the Act, all grievances, claims or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the following manner:

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Teacher and the Principal or his or her nominee in accordance with any procedures that have been adopted by the school. The reference to his or her nominee applies to a Teacher as well as the Principal; Teachers may also be represented for purposes of this **clause 14**.
- (b) Should the matter not be resolved, it may be referred by either party to the Fair Work Commission, or any person agreed between the parties, for conciliation.
- (c) During the conciliation the Fair Work Commission may:
  - (i) arrange conferences of the parties or their representatives at which the Commissioner is present;
  - (ii) require the attendance of the parties or their representatives;
  - (iii) arrange for the parties or their representatives to confer among themselves at conferences at which the Commissioner is not present; and
  - (iv) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute

and shall not affect any other remedies the parties may have in relation to the dispute.

- (d) A Teacher who is a party to a dispute must, while the dispute is being resolved:
  - (i) continue to work in accordance with his or her contract of employment, unless the Teacher has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) comply with any reasonable direction given by the school to perform other available work, either at the same workplace or at another workplace.
- (e) In directing a Teacher to perform other available work, the school must have regard to:
  - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that teacher or that other work; and
  - (ii) whether that work is appropriate for the Teacher to perform.

## 15. Superannuation

### 15.1 Definitions

For the purposes of this clause:

- (a) “**Basic earnings**” shall mean:
  - (i) the minimum annual rate of salary prescribed from time to time for the Teacher by **clause 6.1**; and
  - (ii) the amount of any allowance which is prescribed from time to time for the Teacher by **clauses 6.4 and 8.3 and Attachment C**; and
  - (iii) the amount of all payments made to the Teacher pursuant to **clause 10 Pro Rata Payment for Non-Term Time**; and
  - (iv) any other payment that is defined as ‘ordinary time earnings’ (OTE) in the *Superannuation Guarantee Administration Act 1992* (Cth) (**‘SGAA’**).
- (b) “**Casual**” means a Casual Teacher as defined in **clause 3 Definitions**.

### 15.2 Superannuation Fund

The School shall make superannuation contributions for the benefit of Teachers as provided for in **clause 15.3(a)** into the Teacher's nominated fund. If the Teacher does not choose a fund in accordance with superannuation legislation, the School will make contributions into:

- (a) the Teacher's stapled fund; or
- (b) if the Australian Taxation Office does not identify a stapled fund for the Teacher, to the School's default fund provided that the School's default fund must offer a MySuper product as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth).

### 15.3 Benefits

- (a) Except as provided in **clauses 15.3(b), (d), (e) and (f)**, each school shall, in respect of each Teacher employed by it, make superannuation contributions of such amount as required to ensure that the school does not incur any superannuation guarantee charge ('**SGC**') under the *Superannuation Guarantee (Administration) Act 1992* (Cth) ('**SGAA**') and the *Superannuation Guarantee Charge Act 1992* (Cth). A contribution shall be payable in respect of basic earnings as defined in **clause 15.1**.
- (b) Where a Teacher is absent on leave and only entitled pursuant to the provisions of this Agreement to receive payment for such leave at half pay, the school's contributions pursuant to this Agreement in respect of that Teacher during the period of such leave shall be reduced to such amount as required to ensure that the school does not incur any **SGC** under the **SGAA** and the *Superannuation Guarantee Charge Act 1992* (Cth) calculated on the half pay to which the Teacher is entitled.
- (c) Subject to **clause 15.3(f)**, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (d) The school shall not be required to make contributions pursuant to this Agreement in respect of a Teacher in respect of a period when that teacher is absent from his or her employment without pay.
- (e) Contributions shall commence to be paid from the commencement of employment.
- (f) The school shall make contributions pursuant to this Agreement in respect of:
  - (i) Casual Teachers who earn in excess of \$1,437.00 during their employment with the school in the course of any year, running from 1 July to the following 30 June (all such Casual Teachers are hereinafter called "**qualified Teachers**"); and
  - (ii) qualified Teachers in each ensuing year of employment with the school.

Such contributions shall be made in respect of all days worked by the Teacher for the school during that year.
- (g) When a new Teacher commences in employment, the school shall advise the Teacher in writing of the Teacher's entitlements under this Agreement within two weeks of the date of commencement of employment and also of the provisions of **clause 15.3(e)** in the case of a Full-Time teacher and **clause 15.3(f)** in the case of a Casual Teacher.

## 16. Suspension

- (a) Notwithstanding any of the provisions in this Agreement, the school may suspend a Teacher with or without pay while considering any matter which in the view of the school could lead to the Teacher's summary dismissal. Suspension without pay shall not be implemented by the school without prior discussion with the Teacher and shall not, except with the Teacher's consent, exceed a period of four weeks.
- (b) If a School suspends a Teacher without pay in accordance with **clause 16(a)**, and the School determines that there are no grounds for summary dismissal, the School will pay the Teacher their salary for the period of their suspension without consent.

## 17. No Extra Claims

- (a) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Teachers for the life of the Agreement.

- (b) It is a term of this Agreement that the Teachers will not pursue any extra claims, award or over award, or any claims made in lieu of a decision handed down by any commission, court or tribunal, for improvement in wages or other terms and conditions of employment for the period between 1 February 2022 and 31 January 2025.

## **18. Union Representatives**

- (a) The Employer shall permit the union representative in the School to post Union notices relating to the holding of meetings on a common room noticeboard.
- (b) The union representative shall be permitted in working hours [other than timetabled teaching time] to meet with the Employer or the Principal on union business. Such meetings shall take place at a time and place convenient to both parties.
- (c) Meetings of Union members who are employed at the school may be held on the School premises at times and places reasonably convenient to both Union members and the Principal. Provided that the Union representative gives prior notice to the Principal of the members' intention to meet.

## **19. Flexibility Clause**

- (a) An Employer and a Teacher covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (i) the agreement deals with 1 or more of the following matters:
    - (A) arrangements about when work is performed;
    - (B) allowances; and
    - (C) leave loading.
  - (ii) the arrangement meets the genuine needs of the Employer and the Teacher in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (iii) the arrangement is genuinely agreed to by the Employer and the Teacher.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the Teacher being better off overall than the Teacher would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the Employer and the Teacher; and
  - (iii) is signed by the Employer and the Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; and
  - (iv) includes details of:
    - (A) the terms of the Agreement that will be varied by the arrangement; and
    - (B) how the arrangement will vary the effect of the terms; and
    - (C) how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (v) states the day on which the arrangement commences.
- (d) The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Teacher may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and Teacher agree in writing at any time.

## 20. Requests for Flexible Working Arrangements

20.1 A Teacher can request flexible working arrangements in accordance with section 65 of the Act.

### 20.2 Responding to the request

Before responding to a request made under section 65, the School must discuss the request with the Teacher and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Teacher's circumstances having regard to:

- (a) the needs of the Teacher arising from their circumstances;
- (b) the consequences for the Teacher if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

The School must give the Teacher a written response to a request within 21 days, stating whether the School grants or refuses the request.

### 20.3 What the written response must include if the employer refuses the request

- (a) **Clause 20.3** applies if the School refuses the request and has not reached an agreement with the Teacher under **clause 20.2**.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the School and Teacher could not agree on a change in working arrangements under **clause 20.2**, then the written response under section 65(4):
  - (i) must state whether or not there are any changes in working arrangements that the employer can offer the Teacher so as to better accommodate the Teacher's circumstances; and
  - (ii) must, if the School can offer the Teacher such changes in working arrangements, set out those changes in working arrangements; and
  - (iii) may include an offer to consider alternative options for the parties to consider.

**20.4 What the written response must include if a different change in working arrangements is agreed:**

If the School and the Teacher reached an agreement under **clause 20.2** on a change in working arrangements that differs from that initially requested by the Teacher, then the School must provide the Teacher with a written response to their request setting out the agreed change(s) in working arrangements.

**20.5 Disputes about whether the School has discussed the request with the Teacher and responded to the request in the way required by this **clause 20**, can be dealt with in accordance with **clause 14 Disputes Procedure**.**

## PART B – Monetary Rates

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The rates set out below apply if current superannuation legislation continues to mandate an increase of 0.5% to superannuation in each year of the Agreement. The currently scheduled increases are:

- a superannuation guarantee charge (**SGC**) of 10.5% on 1 July 2022;
- a SGC of 11% on 1 July 2023; and
- a SGC of 11.5% on 1 July 2024.

If in any of the years 2022, 2023 or 2024, the superannuation legislation is amended to freeze the SGC to be applicable on 1 July in that year before the 1 February in that year, the rates payable from the first pay period on or after 1 February of that year set out below will increase by 0.22% with effect from that first pay period on or after 1 February of that year.

If in any of the years 2022, 2023 or 2024, the superannuation legislation is amended in the period between 1 February that year and 1 July that year to freeze the SGC to be applicable on 1 July in that year, the rates payable from the first pay period on or after 1 February of that year set out below will increase by 0.22% with effect from the first pay period on or after 1 July of that year.

This applies to rates of pay contained in **Table 1A - Salaries**, **Table 1B - Allowances for Promotions Positions**, **Table 1C - Directors' Allowances**, Items 1 and 2 of **Table 2 – Other Rates and Allowances** and **Table 3 – Casual Rates** of **Part B - Monetary Rates**

For example, if in 2022:

- before 1 February 2022, the superannuation legislation is amended to freeze the SGC at 10% from 1 July 2022, the salary payable from the first pay period on or after 1 February 2022 set out below will increase by 0.22% effective from that first pay period on or after 1 February 2022;
- on 1 April 2022, the superannuation legislation is amended to freeze the SGC at 10% from 1 July 2022, the salary payable from the first pay period on or after 1 February 2022 set out below will increase by 0.22% effective from the first pay period on or after 1 July 2022.



**Table 1A – Salaries**

		1	2	3	4
Band	Step	Rates effective from	Rates effective from the first full pay period on or after	Rates effective from the first full pay period on or after	Rates effective from the first full pay period on or after
		1 February 2020	1 February 2022	1 February 2023	1 February 2024
		\$	\$	\$	\$
			3.28%	2.28%	2.53%
Band 1	5	75,605	78,085	79,865	81,886
	6	79,504	82,112	83,984	86,109
	7	83,394	86,129	88,093	90,322
Band 2	8	87,295	90,158	92,214	94,547
	9	91,186	94,177	96,324	98,761
	10	95,083	98,202	100,441	102,982
	11	98,981	102,228	104,559	107,204
	12	102,881	106,255	108,678	111,428
	13	106,774	110,276	112,790	115,644
Band 3	ST1	111,271	114,921	117,541	120,515

**Table 1B - Allowances for Promotions Positions**

	1	2	3	4
	Annual Allowance from 1 February 2020	Annual Allowance from the first full pay period on or after 1 February 2022	Annual Allowance from the first full pay period on or after 1 February 2023	Annual Allowance from the first full pay period on or after 1 February 2024
	\$	\$	\$	\$
		3.28%	2.28%	2.53%
<b>Senior Teacher Level 2</b>	8,834	9,124	9,332	9,568
<b>Co-ordinator 1</b>	8,834	9,124	9,332	9,568
<b>Co-ordinator 2</b>	17,673	18,253	18,669	19,141
<b>Co-ordinator 3</b>	26,508	27,377	28,001	28,709

<b>Deputy Principal - Secondary</b>				
	Annual Allowance from 1 February 2020	Annual Allowance from the first full pay period on or after 1 February 2022	Annual Allowance from the first full pay period on or after 1 February 2023	Annual Allowance from the first full pay period on or after 1 February 2024
	\$	\$	\$	\$
		3.28%	2.28%	2.53%
<b>Enrolment</b>				
<b>201-300</b>	31,703	32,743	33,490	34,337
<b>301-600</b>	35,136	36,288	37,115	38,054
<b>601-900</b>	38,563	39,828	40,736	41,767
<b>901+</b>	41,985	43,362	44,351	45,473

<b>Deputy Principal - Primary</b>				
<b>Enrolment</b>	<b>Annual Allowance from 1 February 2020</b>	<b>Annual Allowance from the first full pay period on or after 1 February 2022</b>	<b>Annual Allowance from the first full pay period on or after 1 February 2023</b>	<b>Annual Allowance from the first full pay period on or after 1 February 2024</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
		3.28%	2.28%	2.53%
<b>201-250</b>	25,332	26,163	26,760	27,437
<b>251-400</b>	28,440	29,373	30,043	30,803
<b>401-600</b>	31,704	32,744	33,491	34,338
<b>601-800</b>	35,136	36,288	37,115	38,054
<b>801+</b>	38,563	39,828	40,736	41,767

**Table 1C - Directors' Allowances**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
	<b>Annual Allowance from 1 February 2020</b>	<b>Annual Allowance from the first full pay period on or after 1 February 2022</b>	<b>Annual Allowance from the first full pay period on or after 1 February 2023</b>	<b>Annual Allowance from the first full pay period on or after 1 February 2024</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
		3.28%	2.28%	2.53%
<b>1 0-25 Children</b>	7,110	7,343	7,510	7,700
<b>2 26-50 Children</b>	8,683	8,968	9,172	9,404
<b>3 51-75 Children</b>	10,838	11,193	11,448	11,738
<b>4 76 plus Children</b>	13,538	13,982	14,301	14,663

**Table 2 - Other Rates and Allowances**

			1	2	3	4
Item	Clause	Brief	Annual Allowance from	Annual Allowance from	Annual Allowance from	Annual Allowance from
No.	No.	Description	1 February 2020	1 February 2022	1 February 2023	1 February 2024
			\$	\$	\$	\$
				3.28%	2.28%	2.53%
1	6.2	Full-time Teacher - teaching classes of children with disabilities in a registered special school.	3,284 per annum  125.96 per fortnight	3,392 per annum  130.09 per fortnight	3,469 per annum  133.06 per fortnight	3,557 per annum  136.43 per fortnight
2	6.2	Part-time and Casual Teachers – teaching classes of children with disabilities in a registered special school.	16.11  per day	16.64  per day	17.02  per day	17.45  per day
3	6.9	Own Car Allowance:  Where use authorised by the school.	0.80  per km	0.80  per km	To increase in line with the Modern Award*	To increase in line with the Modern Award*
4	6.9	Own Motorcycle allowance: Where use required by the School	0.27 per km	0.27 per km	To increase in line with the Modern Award*	To increase in line with the Modern Award*

\*This allowance shall be adjusted in line with any adjustments to the corresponding rate in the Award.

**Table 3 - Casual Rates (Daily, Half Daily, Preschool Only Quarter Day)**

<b>Casual Rates Applicable from 1 February 2020</b>		
<b>Step 8</b>	<b>Full Day \$</b>	<b>Half Day \$</b>
	449.32	224.66
<b>Casual Rates Applicable from the first full pay period on or after 1 February 2022</b>		
<b>Step 8</b>	<b>Full Day \$</b>	<b>Half Day \$</b>
	464.06	232.03
<b>Casual Rates Applicable from the first full pay period on or after 1 February 2023</b>		
<b>Step 8</b>	<b>Full Day \$</b>	<b>Half Day \$</b>
	474.64	237.32
<b>Casual Rates Applicable from the first full pay period on or after 1 February 2024</b>		
<b>Step 8</b>	<b>Full Day \$</b>	<b>Half Day \$</b>
	486.65	243.32

## **ATTACHMENT A - Teacher Classifications**

This **Attachment A** contains more detail concerning qualifications equivalent to those specified for classifications in **clause 3(j)** of this Agreement.

Four Years Trained Teacher includes a Teacher with the following equivalent qualifications:

- (i) A Teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
- (ii) A Teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in Teacher education at a recognised higher education institution; or
- (iii) A Teacher, who in addition to being a graduate, has completed a two-semester course of training for Teacher/Librarians conducted by a recognised higher education institution;
- (iv) A Teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.

## **ATTACHMENT B – Consultation and Redundancy**

- 1.1 This Attachment shall apply in respect of Full-Time and Part-Time Teachers employed in the classifications specified by the Agreement. **Clauses 2, 3 and 6 of Attachment B – Consultation and Redundancy** only shall also apply in respect of Casual Teachers.
- 1.2 The provisions of **clauses 4 and 5** of this **Attachment** shall only apply to the school if it employs 15 or more employees (including employees other than Teachers) immediately prior to the termination of employment of Teachers.
- 1.3 Notwithstanding anything contained elsewhere in this Agreement, the provisions of **clauses 4 and 5** of this **Attachment** shall not apply to Teachers with less than one year's continuous service.
- 1.4 The provisions of **clauses 4 and 5** of this **Attachment** shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of Casual Teachers, apprentices or teachers engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

### **2. SCHOOL'S DUTY TO NOTIFY AND DISCUSS**

- 2.1 Where the school has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Teachers, the school shall notify its decision to the Teachers who may be affected by the proposed changes, and the union to which they belong.
- 2.2 'Significant effects' include termination of employment, major changes in the composition, operation or size of the schools 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 Teachers to other work or locations and the restructuring of jobs.

### **3. DISCUSSIONS WITH TEACHERS AND THEIR REPRESENTATIVES**

- 3.1 The school shall discuss with the Teachers affected by the introduction of such changes, and the union to which they belong, the introduction of the changes, the likely effect on the Teachers, and the measures taken to avert or mitigate the adverse effects of such changes, as soon as is practicable after the school has made the decision outlined in **clause 2.1** of this **Attachment**.
- 3.2 The Teachers may appoint a representative for the procedures outlined in this Part. If a Teacher appoints, or Teachers appoint, a representative for the purposes of consultation and Teacher or Teachers advise the school of the identity of the representative, the school must recognise that representative. Where a Teacher is a member of a union, the union will be that Teacher's representative unless the Teacher appoints another person or revokes the union's status as their representative.

- 3.3 For the purposes of those discussions the school shall provide, in writing, to the Teachers concerned all relevant information about the proposed changes, including the reasons for, and the nature of, the proposed changes, the number and categories of Teachers likely to be affected, information about the expected effects of the changes on the Teachers, and any other matters likely to affect the Teachers. This information shall be provided as soon as soon as practicable after the school has made the decision outlined in **clause 2.1** of this **Attachment**, provided that any school shall not be required to disclose confidential or commercially sensitive information.
- 3.4 The school must give prompt and genuine consideration to matters raised about the major changes by the Teachers, and or their representatives.

#### **4. NOTICE FOR CHANGES IN PRODUCTION, PROGRAM, ORGANISATION OR STRUCTURE**

4.1 This clause sets out the notice provisions to be applied to terminations by the school for reasons arising from production, program, organisation or structure in accordance with **clause 2** of this **Attachment B**. The provisions of this **clause 4.1** only apply to a school if it employs 15 or more employees (including employees other than Teachers) immediately prior to the termination of employment of Teachers.

4.1.1 In order to terminate the employment of a Teacher, the school shall give to the Teacher notice in accordance with **clause 9.3 Termination of Employment**.

4.1.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

#### **4.2 Time off during the notice period**

4.2.1 During the period of notice of termination given by the school a Teacher shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.2.2 If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher shall, at the request of the school, be required to produce proof of attendance at an interview or the Teacher shall not receive payment for the time absent.

#### **4.3 Teacher leaving during the notice period**

If the employment of a Teacher is terminated (other than for misconduct) before the notice period expires, the Teacher shall be entitled to the same benefits and payments under this part had the Teacher remained with the school until the expiry of such notice. Provided that in such circumstances the Teacher shall not be entitled to payment in lieu of notice.



#### 4.4 Statement of employment

The school shall, upon receipt of a request from a Teacher whose employment has been terminated, provide to the Teacher a written statement specifying the period of the Teacher's employment and the classification of or the type of work performed by the Teacher.

#### 4.5 Notice to Centrelink

Where a decision has been made to terminate Teachers, the school shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the Teachers likely to be affected and the period over which the terminations are intended to be carried out.

#### 4.6 Employment Separation Certificate

The school shall, upon receipt of a request from a Teacher whose employment has been terminated, provide to the Teacher an 'Employment Separation Certificate' in the form required by Centrelink.

#### 4.7 Transfer to lower paid duties

Where a Teacher is transferred to lower paid duties for reasons set out in **clause 2** of this **Attachment**, the Teacher shall be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated, and the school may at the school's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 5. SEVERANCE PAY

5.1 The provisions of this clause only apply to a school if it employs 15 or more employees immediately prior to the termination of employment of Teachers. Where a Teacher is to be terminated pursuant to **clause 4** of this **Attachment**, the school shall pay the following severance pay in respect of a continuous period of service:

5.1.1 If a Teacher is under 45 years of age, the school shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 Years of Age Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- 5.1.2 Where a Teacher is 45 years old or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>45 Years of Age and Over Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- 5.1.3 'Week's Pay' means the all purpose rate of pay for the Teacher concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, and allowances provided for in the relevant Agreement.

## **5.2 Incapacity to Pay**

- 5.2.1 Subject to an application by the school and further order of Fair Work Commission, a school may pay a lesser amount (or no amount) of severance pay than that contained in **clause 5.1** of this **Attachment B**.
- 5.2.2 The Fair Work Commission shall have regard to such financial and other resources of the school concerned as Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in **clause 5.1** above will have on the school.

## **5.3 Alternative Employment**

Subject to an application by the school and further order of the Fair Work Commission, a school may pay a lesser amount (or no amount) of severance pay than that contained in **clause 5.1** above if the school obtains acceptable alternative employment for a Teacher.

## **5.4 Part-Time Teachers**

If a Part-Time Teacher's hours are reduced, without their agreement, by more than 25%, the Teacher's employment will terminate and they will be entitled to the provisions of clause 4 and clause 5 of this **Attachment B**.

## **6. CHANGES TO REGULAR ROSTERS OR ORDINARY HOURS OF WORK**

- 6.1 The School will consult with Teachers about a change to their regular roster or ordinary hours of work.
- 6.2 For the purposes of this **clause 6** the School will:
- (a) provide information to the affected Teachers about the change; and
  - (b) invite affected Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

(c) consider any views that are given by the Teachers.

6.3 Teachers may be represented for the purposes of consultation under this **clause 6**.

## **ATTACHMENT C – Particular Conditions of Teachers employed in Preschools and Other Early Childhood Services**

### **1. Introduction**

If the school operates a preschool or other early childhood service, the conditions of this Agreement shall apply to Teachers employed in the Preschool or other early childhood service subject to the modifications contained in this clause.

### **2. Definitions**

- (a) “Director” means the Teacher employed in the service who is responsible for the day to day operation of the service.
- (b) “Preschool” means an establishment which provides educational development programmes, child care or other services for children under school age and which usually operates during hours and terms which approximate those of a recognised school. A Preschool may operate on a sessional basis (morning and/or afternoon sessions) or on a full day basis.
- (c) “Early Childhood Services Centre” (ECS Centre) means an establishment which provides child care and/or educational development programmes or other services for children under school age and shall include:
  - (i) “Early Intervention Services” means individual programmes for children with developmental delays or disabilities, or children at risk of being developmentally delayed or of having a disability, aged 0 to 6 years, aimed at providing assistance to the child and its family in the areas of physical, emotional, social and educational needs.
  - (ii) “Long Day Care Centre” means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year.
  - (iii) “Multi-Purpose Centre” means a child care establishment which usually provides the services of a long day care centre, together with the services of a full-day care centre and/or a sessional care centre.
- (d) “Unit” means a group or class of children in a service which does not at any time exceed 25 children, but which need not necessarily consist of the same children at all times.
- (e) “Service” means a preschool or ECS centre.

### **3. Payment of Casual Teachers**

A Casual Teacher in the service shall be paid the appropriate rate in **clause 6.1 Salary Scales** in accordance with years of full-time service, divided by 204 in the case of a daily payment and 408 in the case of a half-day payment or 816 in the case of a quarterly day payment, plus 5%.

### **4. Calculation of Service for Early Childhood Teachers**

- (a) For the purpose of this clause, any Teacher if required by the school to do so,

shall upon engagement establish to the satisfaction of the school, the length of his or her teaching service in any Preschool, Early Childhood Services Centre (ECS Centre), Multi-Purpose Centre or in early childhood education services for children up to 8 years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.

- (i) Any employment as a Full-Time Teacher (including employment as a Temporary Full-Time teacher shall be counted as service.
  - (ii) The amount of service of a Part-Time Teacher (including a Temporary Part-Time Teacher) shall be calculated by reference to the ratio which the number of hours worked by the Teacher in any year bears to the normal number of hours worked by a Full-Time Teacher at the preschool in the same year, provided that a period of part-time service shall count as service in the proportion that the part-time employment bears to full-time employment in that occupation.
  - (iii) The amount of service of a Casual Teacher employed in an ECS Centre shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the Teacher in any year bears to the normal number of days worked by a Full-Time Teacher at the ECS Centre in the same year.
- (b) For the purpose of this clause, a period of service other than service within **paragraph 4(a)** of this clause, shall be counted as service in accordance with the following principles:
- (i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service;
  - (ii) A period of service as a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations), and a Child Care Certificate worker or equivalent, shall be recognised as service at the rate of one increment for each completed three years so engaged to a maximum of four increments.

## 5. Directors

A Teacher appointed to the position of Director in the service shall be paid the allowance for the position in accordance with the number of units of the service, as set out in **Table 1C – Directors’ Allowances of Part B – Monetary Rates** in addition to the salary applicable to the appointee (as set out in **Table 1A - Salaries**).

## 6. Long Service Leave - Calculation of Entitlement for Teachers Employed in a Service in NSW prior to 1 January 2011

This clause applies instead of the provisions of **clause 12.3(c) Calculation of Entitlement** in relation to a Teacher whose service with the school began prior to 1 January 2011 and whose service would entitle the Teacher to long service leave. The amount of long service leave to which a Teacher shall be entitled is as follows:

Calculation of Entitlement	
Prior to 31 December, 1997	0.866 weeks per year.
1 January, 1998 to 31 December, 1998	1.05 weeks per year.
1 January, 1999 to 28 January, 2001	1.05 weeks per year up to 10 years' service. 1.5 weeks per year, or proportion of a year, after 10 years' service.
On or after the 29 January, 2001	1.3 weeks per year up to 10 years' service. 1.5 weeks per year, or proportion of a year, after 10 years' service.
On or after the 1 January, 2011	1.3 weeks per year up to 10 years' service. 2 weeks per year, or proportion of a year, after 10 years' service.

## 7. Terms of Engagement

### (a) Crib Break

Not more than 30 minutes nor less than 20 minutes shall be allowed to Teachers each day for a midday crib break. Such crib break shall be counted as time worked.

Provided however that a Teacher may, by agreement with the school, leave the premises during the crib break. Where such reasonable request has been made by the Teacher, the school shall give favourable consideration to any such request. Such time away from the premises shall not count as time worked.

### (b) First Aid Certificate

- (i) Teachers shall be required to obtain and maintain an approved first aid certificate.
- (ii) A Teacher employed in the preschool will attend such first aid courses in the Teacher's own time.

### (c) Part-Time Teachers

**NB** - also see other relevant provisions of this Agreement.

The days of attendance of a Part-Time Teacher may be varied at the commencement of each calendar year or by mutual agreement between the Teacher and the school with four term weeks' notice. The normal hours of a Part-Time Teacher shall not be varied without agreement. Agreement will not be unreasonably withheld.

## **8 Rostering**

- 8.1 This clause, **clause 8**, shall only apply in respect to Employers listed in **Attachment D – Legal Entities and Schools Covered by this Agreement**, who engage Teachers to work for 48 weeks or more per year in an early childhood service.
- 8.2 Rostering arrangements will not occur that would otherwise entitle Teachers to shift penalties under the Award.
- 8.3 Teachers will not be rostered to regularly work outside the Award span of hours.
- 8.4 Teachers will not be regularly required to work overtime.

## Attachment D – Legal Entities and Schools covered by this Agreement

Trading Name	Legal Name
A.G.B.U. Alexander Primary School	Armenian General Benevolent Union School Inc
Aetaomah School	Sun Artistry Ltd
Al Amanah College	Al Amanah College Ltd
All Saints Grammar School	All Saints Greek Orthodox Grammar School
Amity College	Amity College Australia Limited
Aspect Central Coast School	Autism Spectrum Australia (Aspect)
Aspect Hunter School	Autism Spectrum Australia (Aspect)
Aspect Macarthur School	Autism Spectrum Australia (Aspect)
Aspect Riverina School	Autism Spectrum Australia (Aspect)
Aspect South Coast School	Autism Spectrum Australia (Aspect)
Aspect South East Sydney School	Autism Spectrum Australia (Aspect)
Aspect Vern Barnett School	Autism Spectrum Australia (Aspect)
Aspect Western Sydney School	Autism Spectrum Australia (Aspect)
Aurora Southern Highlands Steiner School	Southern Highlands Company for Steiner Education Limited
Australian International Academy Sydney Strathfield	Australian International Academy of Education Limited
Barrenjoey Montessori School	Avalon Montessori Association
Bellfield College	Bellfield Group Limited
Biala Special School	Biala Support Services Ltd
Bishop Druitt College	Bishop Druitt College Council
Blacktown Youth College Incorporated	Blacktown Youth College Incorporated
Broughton Anglican College	Campbelltown Anglican Schools Council
Byron Community Primary School	Byron Community Primary School Inc



<b>Trading Name</b>	<b>Legal Name</b>
Calrossy Anglican School	Calrossy Anglican School
Cape Byron Steiner School	Cape Byron Rudolf Steiner School Limited
Casuarina Steiner School	The Casuarina School Co-operative Ltd
Central West Leadership Academy	Central West Leadership Academy Limited
Christadelphian Heritage College Sydney	Christadelphian Heritage College Sydney Ltd
Clarence Valley Anglican School	Clarence Valley Anglican School
Coogee Boys' Preparatory School	Coogee Boys' Preparatory School Pty Ltd
Currambena Primary School	Currambena Ltd
Elouera Special School	Elouera Association Ltd
Emanuel School	Emanuel School
Emmanuel Anglican College	Emmanuel Anglican College Council
ET Australia Secondary College	Employment and Training Australia Limited
Farmhouse Montessori School	Manly Warringah Montessori Society
Glenaeon Rudolf Steiner School	Glenaeon Rudolf Steiner School Limited
Hills Montessori School	Hills Montessori Society
Italian Bilingual School	CO AS IT Italian Association of Assistance
Kesser Torah College	Kesser Torah College Limited
Kindlehill School	Kindlehill Ltd
Kinma School	Kinma Limited
Korowal School	Korowal School Limited
Lakes Grammar - An Anglican School	Lakes Grammar An Anglican School
Lindfield Montessori Preschool	Lindfield Montessori Society Incorporated
Lindisfarne Anglican Grammar School	Lindisfarne Anglican School
Linuwel School	Linuwel School Ltd
Living School	Living Schools Global Limited

Trading Name	Legal Name
Lorien Novalis School	Lorien-Novalis School for Rudolf Steiner Education Ltd
Lutheran School Wagga Wagga	Lutheran School Wagga Wagga Limited
Manning Valley Anglican College	Manning Valley Anglican College Anglican Diocese of Newcastle
Margaret Jurd College	Margaret Jurd College (NSW) Limited
Masada College	Masada College
Medowie Christian School	Medowie Christian School Limited
Minimbah Aboriginal Primary School	Minimbah Pre-School, Primary School Aboriginal Corporation
Moama Anglican Grammar School	Moama Anglican Grammar Ltd
Montessori East	Eastern Suburbs Montessori Association Limited
Montgrove College	PARED Ltd
Mosman Church of England Preparatory School	Mosman Church of England Preparatory School Limited
Mount Annan Christian College	Mount Annan Christian College Ltd
Mount Sinai College	Mount Sinai College
Narnia Christian Preschool and Early Childhood Centres	St Philip's Christian Education Foundation Ltd
New England Girls' School	NEGS Limited
Northside Montessori School	Northside Montessori Society
Orana School	Canberra Rudolf Steiner School Association Incorporated
Redfield College	PARED Ltd
Salamah College	Salamah College Limited
Sapphire Coast Anglican College	Sapphire Coast Anglican College
Sathya Sai College	Sathya Sai College Limited
Sherwood Hills Christian School	Sherwood Hills Christian School Limited

Trading Name	Legal Name
Shire Christian School	The Sutherland Shire Christian School Association Ltd
Southside Montessori School	Southside Montessori Society
St Bishoy Coptic Orthodox College	St Bishoy Coptic Orthodox College
St Columba Anglican School	St Columba Anglican School Council Incorporated
St Dominic Savio School	Society of St Pius X Ltd
St Hurmizd Assyrian Primary School	Assyrian Christian Schools Limited
St John's Lutheran Primary School	St John's Lutheran School Jindera Ltd
St Mark's Coptic Orthodox College	Saint Mark's Coptic Orthodox College
St Mary and St Mina's Coptic Orthodox College	St Mary and St Mina's Coptic Orthodox College
St Narsai Assyrian Christian College	Assyrian Christian Schools Limited
St Paul's College	St Paul's College Ltd
St Paul's Lutheran Primary School	St Paul's Lutheran Primary School Henty Incorporated
St Peter's Anglican College	St Peter's Anglican College
St Peter's Anglican Primary School	Campbelltown Anglican Schools Council
St Philip's Christian College - Cessnock	St Philip's Christian Education Foundation Ltd
St Philip's Christian College - Gosford	St Philip's Christian Education Foundation Ltd
St Philip's Christian College - Newcastle	St Philip's Christian Education Foundation Ltd
St Philip's Christian College - Port Stephens	St Philip's Christian Education Foundation Ltd
St Philip's Christian College DALE	St Philip's Christian Education Foundation Ltd
St Philip's Christian College DALE - Young Parents	St Philip's Christian Education Foundation Ltd
St Sava College	St Sava College Ltd

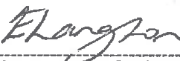
<b>Trading Name</b>	<b>Legal Name</b>
St Spyridon College	The Greek Orthodox Parish of South East Sydney
St Stanislaus' College	St. Stanislaus' College Bathurst
Stella Maris College	Stella Maris College
Sydney Japanese International School	Sydney Japanese School Limited
Sydney Montessori School	Sydney Montessori School Limited
Tallowood Steiner School	Tallowood Steiner School Inc
Tangara School for Girls	PARED Ltd
The Armidale School	The Armidale School
The Central Coast Montessori Primary School	The Central Coast Montessori Primary School Limited
The Joseph Varga School	The Joseph Varga School
Vistara Primary School	Ananda Marga Pracaraka Samgha Ltd Vistara Primary School
Warrah School	Warrah Society
Wollemi College	PARED Ltd

# Signing Page

EXECUTED as an agreement.

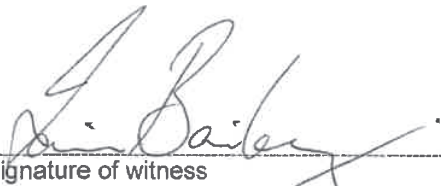
SIGNED for and on behalf of:

Employers listed in Attachment D –  
Legal Entities and Schools Covered  
by this Agreement in respect of schools  
listed in the Attachment.

  
Signature of witness

EVELYN LANGTON A/NSW  
HEAD OF WORKPLACE MANAGEMENT  
Name of witness (print) 7/12/2021

SIGNED as a representative of employees  
covered by this Agreement for and on behalf  
of the INDEPENDENT EDUCATION UNION  
OF AUSTRALIA by an authorised person in  
the presence of

  
Signature of witness

IAIN BAILEY  
Name of witness (print)



Signature of authorised officer

CATHY MICHELLE LOVELL  
THE ASSOCIATION OF INDEPENDENT  
SCHOOLS OF NSW  
LEVEL 12, 99 YORK ST. SYDNEY NSW  
Name and address of authorised officer 2000

ASSOCIATE CHIEF EXECUTIVE:

Office held

SCHOOL OPERATIONS AND  
GOVERNANCE

  
Signature of authorised officer

CAROL MATTHEWS  
485-501 Wattle Street  
Sydney Ultimo NSW 2007  
Name and address of authorised officer

Acting Secretary  
NSW/ACT Branch  
Office held