

**Independent Schools NSW/ACT  
Standards Model  
(Teachers)**

**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/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021*.

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**Signing Page**

### 3. Definitions

For the purpose of this Agreement:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **Agreement** means the *Independent Schools NSW/ACT Standards Model (Teachers) 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) **Employer** means an Employer covered by this Agreement.
- (g) **Experienced Teacher** means a Teacher who is accredited or registered 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 **clause 7.2 (b)**.
- (h) **Full-Time Teacher** means any Teacher other than a Casual or Part-Time Teacher.
- (i) **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.
- (j) **Graduate Teacher** means a Teacher who has been awarded Provisional registration by the *ACT Teacher Quality Institute*.
- (k) **ISTAA** means the Independent Schools Teachers Accreditation Authority.
- (l) **Leadership Position** means duties assigned to a Teacher who is appointed to a position of leadership as described in **clauses 3(l)(A) to (E)**, below:
  - (A) **Leadership Position Level 1 (ACT and NSW)** - is a position of responsibility to which a Teacher is appointed by a School in NSW or the ACT, in a primary or secondary department. The Teacher who is appointed may be:
    - (i) responsible for the co-ordination of an area of instruction;

- (ii) required to assist other members of the school executive; or
- (iii) required to perform other leadership duties as determined by the Principal.

(B) **Leadership Position Level 2 (ACT) – Applicable to ACT Schools only** is a position of responsibility to which a Teacher is appointed by a School in the ACT whose duties are to co-ordinate and supervise an area of instruction as determined by the Principal (e.g. Primary or Secondary Co-ordinator).

**Provided that** this Leadership provision applies to Teachers employed with the School prior to 31 January 2017, and who prior to 31 January 2017, were appointed to a Level 2 Leadership Position in accordance with the *Independent Schools ACT Standards Model (Teachers) MEA 2015-2017* or previous industrial instrument. This provision has no application to Teachers employed in the ACT, and who are appointed into a Leadership position from 1 February 2017.

(C) **Leadership Position Level 2 (ACT (from 1 February 2017) and NSW)** is a position of responsibility to which a Teacher is appointed by a School in NSW or the ACT. The Teacher who is appointed may be:

- (i) responsible for the co-ordination and supervision of an area of instruction (e.g. Secondary Studies Co-ordinator or Secondary Head of Department with more than 55 hours per week); or
- (ii) performing the role of Primary Co-ordinator (for example a Coordinator of a curriculum area or of a stage in a primary school) or Pastoral Care Co-ordinator; or
- (iii) responsible for the supervision of Teachers appointed as Leadership Level 1 (ACT or NSW); or
- (iv) required to perform other leadership duties as determined by the Principal.

(D) **Leadership Position Level 3 (ACT and NSW)** is a position of responsibility to which a Teacher is appointed by a School in NSW or the ACT. The Teacher who is appointed may be:

- (i) responsible to the Principal for the supervision of Teachers appointed as Leadership Level 1 or 2 (ACT or NSW) and other leadership positions; or
- (ii) responsible to the Principal for the co-ordination and supervision of the academic program of the school; or
- (iii) performing the role of Deputy Principal in a small school; or
- (iv) required to perform other duties as determined by the Principal.

(E) **Leadership Position Level 4 (NSW) – Applicable to NSW Schools only** is a position of responsibility to which a Teacher is appointed in a School in NSW. The Teacher who is appointed assists the Principal in the conduct and organisation of the School (e.g. Deputy Principal in a large school).

- (m) **NES** means the National Employment Standards set out in Part 2-2 of the Act.
- (n) **NESA** means the NSW Education Standards Authority.
- (o) **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.
- (p) **Permit to teach** means a permit issued to a Teacher in the ACT pursuant to the *ACT Teacher Quality Institute Act 2010 (ACT)*.
- (q) **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.
- (r) **Professional Excellence** means the level of competence achieved by a Teacher who is accredited at Highly Accomplished Teacher level under the *Teacher Accreditation Act 2004 (NSW)* or the *ACT Teacher Quality Institute Act 2010 (ACT)* and has been assessed by ISTAA as meeting the ISTAA Professional Excellence standards.
- (s) **Provisionally Accredited Teacher** means a Teacher who is provisionally accredited under the *Teacher Accreditation Act 2004 (NSW)*.
- (t) **Provisionally Registered Teacher** means a Teacher who is provisionally registered under the *ACT Teacher Quality Institute Act 2010 (ACT)*.
- (u) **Recognised School** means a school registered under the provisions of the *Education Act 1990 (NSW)* or the *Education Act 2004 (ACT)* or any recognised special school within the meaning of either Act or school for students with disabilities.
- (v) **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.
- (w) **Teacher** means a person employed as a Teacher at a School.
- (x) **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 **clause 3(x)(ii)** of this 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 that 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.

(y) **TQI** means the ACT Teacher Quality Institute as established by the ACT Government under the *ACT Teacher Quality Institute Act 2010* (ACT).

(z) **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 **Schedule 5 – Legal Entities and Schools covered by this Agreement** in respect of Schools listed in **Schedule 5**; and
- (b) Teachers as defined in **clause 3(w)** employed at the Schools in **Schedule 5 – Legal Entities and Schools covered by this Agreement**, including at any Preschool or other Early Childhood Service attached to or operated by the School in respect of all work done for the Employer.

### **4.2 Exclusions**

This Agreement shall not apply to:

- (a) persons appointed as Heads of School (as defined in **clause 3(i)**) 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 and school counsellors (unless appointed as Teachers); and
- (g) 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.

- (h) Except where such persons are employed specifically to teach classes of students in the NSW Education Standards Authority or other education programme or are degree qualified early childhood Teachers.

Provided that this Agreement shall not apply to Teachers employed in Long Day Care Centres (as defined in **Schedule 2 – Particular Conditions of Teachers employed in Pre-schools and other Early Childhood Services in NSW**) owned and operated by Saint Ignatius College and the Royal Institute of Deaf and Blind Children.

Provided further this Agreement shall not apply to Teachers employed to work in early intervention services run by the Royal Institute of Deaf and Blind Children.

Provided further this Agreement shall not apply to Teachers employed to work in Inaburra Communications Limited Pre-School.

## 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 the 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 contained in **Schedule 1 – Salary Scales and Allowances** 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 **Schedule 1 – Salary Scales and Allowances**.
- (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.



# PART B – Dispute Resolution

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## 6. 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 be represented for purposes of this **clause 6**.
- (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 Member of the Fair Work Commission may:
  - (i) arrange conferences of the parties or their representatives at which the Member of the Fair Work Commission 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 Member of the Fair Work Commission 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.

# PART C – Classification, Rates of Pay and Related Matters

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## 7. Classifications and Salary Scales

### 7.1 Classifications

- (a) All Full-Time, Part-Time, Temporary and Casual Teachers shall be classified by the School in three bands:
- (i) Band 1 – Provisionally or Conditionally Accredited Teachers in NSW and Graduate or Provisionally Registered Teachers or Teachers who hold a permit to Teach in the ACT;
  - (ii) Band 2 – Teachers accredited at the level of Proficient Teacher;
  - (iii) Band 3 – Experienced Teachers.
- (b) A Teacher shall be advised at the time he or she is offered appointment to the School whether he or she will be employed at Band 1, 2 or 3 and the salary applicable.
- (c) Teachers who, prior to their appointment, were employed at a school covered by an industrial instrument that reflected years of service as defined in **clause 7.4** or which did not contain the Experienced Teacher classification may have their Full-Time equivalent years of service assessed and then be classified according to the following table:

Classification	Band
<ul style="list-style-type: none"> <li>(i) Provisionally or Conditionally Accredited Teachers in NSW and Graduate or Provisionally Registered Teachers or Teachers who hold a permit to Teach in the ACT (who have not yet attained Proficient Teacher); or</li> <li>(ii) A Teacher who has completed less than 2 years of Full-Time equivalent service (who has not yet attained Proficient Teacher).</li> </ul>	Band 1
<ul style="list-style-type: none"> <li>(iii) Teachers accredited or registered at the level of Proficient Teacher; or</li> <li>(iv) A Teacher who has completed 2 years of Full-Time equivalent service but less than 7 years of Full-Time equivalent service.</li> </ul>	Band 2
<ul style="list-style-type: none"> <li>(v) Experienced Teacher; or</li> <li>(vi) A Teacher who has completed 7 or more years of Full-Time equivalent service.</li> </ul>	Band 3

- (d) A Teacher who, prior to their appointment, was employed in a School covered by a Standards / 3 Band or Hybrid Agreement and was classified or deemed to be an

**Experienced Teacher** (Band 3) in accordance with the provisions of that agreement shall be placed in Band 3.

(e) **Savings Clause (for existing employees)**

A Teacher who immediately prior to the Commencement Date of this Agreement, was employed in a School that was covered by the provisions of the *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2017*, the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2017*, the *Educational Services (Teachers) Modern Award 2020* or any other industrial instrument that did not contain the Experienced Teacher classification:

- (i) who held the classification of Senior Teacher 1 will be classified as Band 3;
- (ii) who has completed 7 or more years of full-time equivalent service as defined in **clause 7.4**, will be classified as Band 3;
- (iii) will not be paid less after the Commencement Date than they would have otherwise received immediately prior to the Commencement Date.

## 7.2 **Progression**

(a) A Teacher will progress in the three defined bands as follows:

- (i) Provisionally Accredited or Conditionally Accredited Teachers in NSW, and Graduate or Provisionally Registered Teachers and Teachers who hold a permit to Teach in the ACT, will commence on Band 1;
- (ii) When the Teacher achieves Proficient Teacher accreditation under the *Teacher Accreditation Act 2004 (NSW)* or registration at the level of Proficient Teacher under the *ACT Teacher Quality Institute Act 2010 (ACT)* the Teacher will progress to Band 2 from the first full pay period on or after accreditation or registration as a Proficient Teacher.

(b) Subject to **clause 7.1** 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 accreditation at Proficient Teacher level as required under the *Teacher Accreditation Act (2004) NSW* or the *ACT Teacher Quality Institute Act 2010 (ACT)* 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; or
- (ii) in the case of a Teacher employed for the first time in NSW before 1 October 2004 and who was not required to gain accreditation at Proficient Teacher, completed seven years of Full-Time equivalent service by the end of the year in which the application is assessed; or
- (iii) in the case of a Teacher in the ACT who was not employed pursuant to a Standards / 3 Band Agreement, or who was employed after 2011 in the ACT, completed seven years of service; and

been assessed by ISTAA as meeting the ISTAA Experienced Teacher standards.

**Note:** A Teacher may apply to progress to Band 3 before completing the periods of service set out above, provided the Teacher will have completed the service by the end of the year in the year which the application is assessed.

### 7.3 **Support for Accreditation at Proficient Teacher**

- (a) The School will provide appropriate support to Teachers who are working toward achieving their accreditation or registration 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 deadlines set by the School for the provision of evidence.
- (b) Where a Teacher working towards Proficient Teacher accreditation or registration 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 or registration at Proficient Teacher level.

### 7.4 **Full-Time Equivalent Service**

- (a) For the purpose of this **clause 7.4**, 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) The amount of service of a Casual Teacher shall be calculated on the basis that 204 casual days are equivalent to one year of Full-Time teaching service.
- (b) In addition to service set out in **clause 7.4(a)**:
  - (i) the teaching service of a Teacher in the United States, United Kingdom, Ireland, Canada and New Zealand; and
  - (ii) the teaching service of a Teacher in other English speaking countries in which the Teacher Education Qualifications are recognised by NESQA or TQI, shall be recognised in accordance with the principles set out in **clause 7.4(a)(i-iii)** and subject to the teaching service being in a recognised school or equivalent.
  - (iii) **Provided further**, that if a School recognises on appointment prior teaching services other than as set out above, such service shall be deemed to be equivalent teaching service with that School.
- (c) For the purpose of calculating the Full-Time equivalent years of service referred to in **clause 7.4** periods of leave without pay and parental leave shall not count as service.

- (d) In order to establish, to the satisfaction of the School, the previous Full-Time equivalent service of a Teacher, the Teacher shall provide documentation to establish the Teacher's qualifications and length of service in schools as provided in **clause 7.4 (a) and (b)**. The period so established shall be taken to be the length of such service.

## 7.5 Salary

The minimum annual rate of salary payable to Teachers as classified in **clause 7.1 and 7.2** shall be as set out in **Table 1, Salary Scales of Schedule 1 Salary Scales and Allowances**. Weekly salaries shall be ascertained by dividing the annual salaries by 52<sup>1/7</sup>. Fortnightly salaries shall be ascertained by multiplying the weekly salary by two and monthly salaries shall be ascertained by dividing the annual salaries by 12.

## 7.6 Temporary Teachers

A Temporary Full-Time Teacher shall be paid at the same rate as that prescribed for a Full-Time Teacher with corresponding classification.

## 7.7 Payment of Part-Time and Casual Teachers

- (a) A Part-Time Teacher, including a Temporary Part-Time Teacher shall be paid at the same rates as a Full-Time Teacher with the corresponding classification, but in that proportion which the number of hours which are the normal teaching hours bears to the hours a Full-Time Teacher at the School is normally required to teach. If there is no Full-Time Teacher employed at the School, the proportion shall be based upon the number of hours which a Full-Time Teacher at the School would be required to teach if employed.
- (b) The minimum rate of pay for a Casual Teacher shall be the applicable rate set out in **Table 2 of Schedule 1** and is inclusive of a 20% loading and is in compensation for annual leave, leave loading, paid personal and carer's leave, paid compassionate leave, redundancy payments and notice of termination. Casual salaries are ascertained by dividing the annual rate by 240 days and adding 20%.
- (c) The Teacher will be placed on Band 1 or Band 2 in accordance with their classification pursuant to **clause 7.1** (Band 2 is the maximum).
- (d) A Casual Teacher shall be paid for a minimum of half a day.

# 8. Allowances

## 8.1 Professional Excellence

- (a) Subject to the provisions of this **clause 8**, a Teacher who meets the requirements of Professional Excellence as defined in **clause 3(r)**, is entitled to receive an annual Professional Excellence Allowance in the amount set out in **Table 3 of Schedule 1**.
- (b) The Allowance will be payable from the first full pay period on or after the Teacher is assessed as meeting the requirements for the Professional Excellence Allowance.

- (c) If the Teacher is assessed by ISTAA as no longer meeting the ISTAA Professional Excellence standards or the Teacher's accreditation at Highly Accomplished Teacher level by the NESA or TQI is revoked, the Teacher will cease to be entitled to be paid the Professional Excellence Allowance from the first full pay period on or after the assessment or revocation.

## 8.2 Leadership Allowances

- (a) Subject to **clause 8.2(b)** a Teacher who is appointed to a Leadership Position as defined in **clause 3(l)(A) to (E)**, will receive an allowance for the position as set out in **Table 3 – Professional Excellence and Leadership Allowances**, of **Schedule 1** while they are performing the leadership duties.
- (b) Where a Part-Time Teacher is appointed to a Leadership Position, the Teacher may be paid a proportion of the allowance, if:
  - (i) the Teacher is performing a proportion only of the duties of such Leadership Position, or
  - (ii) the Leadership Position and allowance is shared between Teachers.

**Note 1:** nothing in this **clause 8.2(b)** prevents or limits the operation of **clause 9** in respect of the requirement to establish a Leadership Position Level 2 and pay the relevant allowance, provided that the Position and allowance may be shared.

**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 7.7(a)**.

## 8.3 Acting Up – Leadership Position

- (a) If a School appoints a Teacher to act in a Leadership Position for at least ten consecutive school days, the School must pay the Teacher a pro rata amount of the annual allowance applicable to that position for the period during which the Teacher acts in that position.
- (b) A Teacher appointed to an acting Leadership Position shall be paid a pro rata amount of non-term periods at the higher rate proportionate to the length of the appointment to the acting Leadership Position.

## 8.4 Special Education

- (a) Teachers employed at the School as at 31 December 2014 who are teaching classes of children with disabilities in a Registered Special School or School for Children with Disabilities are entitled to the allowance provided in **Table 4, Other Allowances** of **Schedule 1**, per annum.
- (b) Part-Time Teachers employed at the School as at 31 December 2014 who are teaching classes of children with disabilities in a registered special school are entitled to the allowance provided in **Table 4, Other Allowances** of **Schedule 1**, per annum on a pro rata basis.

**Provided that** Teachers employed at the School on and from 1 January 2015 shall not be entitled to the Allowance referred to in **clause 8.4** above.

#### 8.5 **Calculation of Allowances**

The Allowances set out in **Table 3** and for **Directors** in **Table 4** of **Schedule 1** are annual allowances. The weekly amount of the allowance shall be ascertained by dividing the annual allowance by 52<sup>1/7</sup>, fortnightly allowances shall be ascertained by multiplying the weekly allowance by two and monthly allowance shall be ascertained by dividing the annual allowance by 12.

#### 8.6 **Interaction of Allowances**

Any Leadership Position Allowance under **clause 8.2** is inclusive of any Professional Excellence Allowance to which the Teacher would otherwise be entitled.

### **9. Promotions Positions**

In a secondary department, a Leadership Position Level 2 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) exceed 2,000 hours per annum, or where the position has other duties (of a comparable level) as determined by the Principal.

### **10. Other Related Matters**

#### 10.1 **Payment**

- (a) The salary payable to any Teacher other than a Casual Teacher, shall be paid fortnightly or monthly (and if monthly, on or around the 15th day of each month, provided that payment is two weeks in advance). The Teacher's first and last instalments will be proportionate if necessary. The School may change both the pay period and date of payment with one term's notice of the intention to change the pay period and a further reminder to Teachers two weeks prior to the date on which the change will be implemented.
- (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 10.1** shall be payable at the election of the School by either cash, cheque or Electronic Funds Transfer into an account nominated by the Teacher.

## 10.2 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 **Table 4** of **Schedule 1**. 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 Teacher, 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.

## 10.3 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 if a Teacher elects, discussion between the Union and relevant School representatives.

# 11. Remuneration

## 11.1 Application

The School may wish to facilitate the provision of salary and benefit packages to individual members of staff covered by this Agreement.

## 11.2 Definitions

For the purposes of this **clause 11**:

- (a) **Benefits** means the benefits nominated by the Teacher from the benefits provided by the School and listed in **clause 11.4(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).

## 11.3 Conditions of Employment

Except as provided by this **clause 11**, 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.

## 11.4 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 11.3**, in the absence of an agreement under this **clause 11**, 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.

### 11.5 Impact of Leave

During the currency of an agreement under **clause 11.4**:

- (a) any Teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in **clause 11.4(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 11.4(b)**.

P = the percentage of salary payable during the leave

B = Benefit Value

A = Amount of salary; and

- (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 11.3**, in the absence of an agreement under **clause 11.4(a)** and **(b)**.

## 12. Superannuation

### 12.1 Superannuation Contributions

Except as provided in **clause 12.5**, the School must make superannuation contributions in respect of each Teacher 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).

### 12.2 Calculation of Superannuation Contributions

- (a) For the purposes of **clause 12.1**, the School will contribute the charge percentage (as defined in the SGAA) of the notional earnings base for a quarter (as defined in the SGAA) ('**Quarter**') being the Teacher's 'basic earnings' as defined below.
- (b) For the purposes of this clause, 'basic earnings' shall mean in respect of any Quarter:
- (i) the minimum annual rate of salary prescribed from time to time for the Teacher by **clause 7.4** for any Quarter; and
  - (ii) the amount of any:
    - (A) allowance prescribed from time to time for the Teacher by **clause 8** or **Schedule 2 – Particular Conditions of Teachers employed in Pre-Schools and other Early Childhood Services** or **Schedule 3 – Particular Conditions of Teachers employed in Pre-Schools in the ACT**;
    - (B) pro-rata payment for non-term time made to the Teacher pursuant to **clause 17**;
    - (C) any other payment defined as "Ordinary Time Earnings" in the SGAA.

up to the maximum contribution base, as defined in the SGAA, in respect of any Quarter.

### 12.3 Superannuation Fund

- (a) Subject to **clause 12.5**, the School shall make superannuation contributions for the benefit of Teachers in accordance with relevant Commonwealth superannuation legislation into the Teacher's nominated fund. If the Teacher does not choose a fund in accordance with legislation, the School will make the contributions into:
- (i) the Teacher's stapled fund; or
  - (ii) 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).

#### 12.4 **Additional Superannuation Contributions**

- (a) Subject to **clause 12.5** below if a Teacher with five years of service with their current employer has made an election under **clause 26.1** to receive the additional superannuation contributions provided under this **clause 12**, on and from the first full pay period on or after 1 February 2022, in addition to its obligations under **clause 12.1**, a School must make an additional superannuation contribution in respect of a Teacher, except a Casual Teacher, of:
  - (i) 2.2% of basic earnings for a Teacher with less than 10 years' continuous service with the School; and
  - (ii) 3.5% of basic earnings for a Teacher with 10 or more years' continuous service with the School, per annum, to the Teacher's Fund.
- (b) These additional contributions will be paid at such times and periods if any as set out in the Deed for the Relevant Fund, or if not specified in the Deed, then as agreed between the School and Teachers.

#### 12.5 **Exceptions**

- (a) Unless it is necessary for the purpose of **clause 12.1** in order for the School to avoid paying SGC, a School shall not be required to make contributions pursuant to this Agreement in respect of a Teacher who:
  - (i) is absent from his or her employment without pay, for such period of absence without pay;
  - (ii) earns less than \$450 salary per month; or
  - (iii) is referred to in section 27 of the SGAA.
- (b) In respect of a Teacher who is absent on leave at half pay, a School shall only be required to make superannuation contributions in respect of the period of leave on half pay based on the salary received by the Teacher during the period of leave on half pay.

# PART D – Employment Relationship, Termination of Employment, Redundancy and Related Matters

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## 13. Terms of Engagement

### 13.1 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 band and rate of salary as at appointment, the normal teaching load that will be required, and an outline of superannuation benefits available to Teachers at the School.

### 13.2 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 16.7** applies.

### 13.3 Direction

The School may direct a Teacher to carry out such duties as are within the limits of the Teacher's skill, competence and/or training.

### 13.4 Duties

- (a) The normal duties of Teachers may include, playground duties, sports duties, attending school camps, retreats, excursions, parent/Teacher and staff meetings, administration and assembly duties, pastoral care duties, school designated professional development training and/or meetings, and the usual extra-curricular activities and, in relation to Teachers appointed to residential positions, the usual residential duties.
- (b) A Part-Time Teacher shall undertake the normal duties described above 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.

- (c) 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 as provided in **Table 2 of Schedule 1**.
- (d) In considering pro rata duties regard will be had to whether the Teachers at the School normally perform those duties in addition to or in substitution for teaching duties.

### 13.5 **Meal Breaks**

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

## 14. Termination of Employment

### 14.1 **Notice of Termination**

- (a) Subject to **clauses 14.1(c), 14.1(d) and 14.3** the employment of any Teacher (other than a Casual Teacher) may be terminated by:
  - (i) the Teacher giving four School term weeks' notice; or
  - (ii) the School giving four School term weeks' notice or making a payment of four weeks' salary in lieu of notice or by giving part notice and part payment in lieu of notice equal to four weeks.

**Provided that** such four term weeks' notice shall expire within the School term during which it is given.

- (b) Should a Teacher have more than five years' service with the School and is over 45 years of age, this **clause 14.1(b)** will apply instead of **clause 14.1(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 term weeks' notice shall expire within the School term during which it is given.
- (c) The employment of any Teacher (other than a Casual Teacher) may be terminated at any time during the first six months of the Teacher's employment by:
  - (i) the Teacher giving at least two School term weeks' notice; or
  - (ii) the School giving at least two School term weeks' notice or payment of two weeks' salary in lieu of notice.
- (d) The School must give a Full-Time or Part-Time Teacher notice in writing of the date of termination of employment. The date of termination cannot be before the date on which the notice is given or the date on which payment in lieu of notice is made.

### 14.2 **Forfeiture**

- (a) If a Teacher fails to give notice in accordance with **clause 14.1 (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 monies due, including any annual leave or long service leave payments, 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 14.2 (a)** are from the Teacher's gross salary before tax i.e. a 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 Employer before tax is applied.
- (c) Where a Teacher declines to authorise such a deduction, 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.

#### 14.3 **Summary Dismissal**

The School may dismiss summarily any Teacher who is guilty of serious misconduct as defined in the Act or Regulations.

#### 14.4 **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 the Employer suspends a Teacher without pay without consent under **clause 14.4(a)** and subsequently decides that there are no grounds for summary dismissal, the School will pay the Teacher their salary for the period of their suspension without consent.

#### 14.5 **Statement of Service**

Upon the termination of the employment 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, the promotions positions held, if any, and any special and/or additional duties performed by the Teacher.

#### 14.6 **Casual Teacher Statement of Service**

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.

#### 14.7 **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 14.7(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 14.1(d)** 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.

## 15. Consultation and Redundancy

### 15.1 Application

- (a) This **clause 15** shall apply in respect of Full-Time and Part-Time Teachers. **Subclauses 15.2, 15.3 and 15.11** only shall apply in respect of Casual Teachers.
- (b) The provisions of **clause 15.4 to 15.10** 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.
- (c) Notwithstanding anything contained elsewhere in this Agreement, the provisions of **clauses 15.4 to 15.10** shall not apply to Teachers with less than one year's continuous service.
- (d) The provisions of **clauses 15.4 to 15.10** 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, 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.

### 15.2 School's Duty to Notify and Discuss

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 the Teachers who may be affected by the proposed changes, and the Union to which they belong.

'Significant effects' include termination of employment, major changes in the composition, operation or size of the School's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Teachers to other work or locations and the restructuring of jobs.

### 15.3 Discussions with Teachers and their Representatives

- (a) 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 15.2**.

- (b) The Teachers may appoint a representative for the procedures outlined in this **clause 15**. 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.
- (c) For the purpose of the 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 practicable after the School has made the decision outlined in **clause 15.2**, provided that the School shall not be required to disclose confidential or commercially sensitive information.
- (d) The School must give prompt and genuine consideration to matters raised about the major changes by the Teachers or their representatives.

#### 15.4 **Notice**

- (a) 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 15.2**. The provisions of the clause shall only apply to a School if it employs 15 or more employees immediately prior to the termination of employment of Teachers.
- (b) In order to terminate the employment of a Teacher on the basis of redundancy, the School shall give to the Teacher notice or payment or pro-rata part payment in lieu of notice in accordance with the provisions in **subclause 14.1**.
- (c) 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.

#### 15.5 **Time off During the Notice Period**

- (a) During the period of notice of termination given by the School under this **clause 15**, 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.
- (b) 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.

#### 15.6 **Teacher Leaving During the Notice Period**

If the employment of a Teacher terminates (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.

#### 15.7 **Transfer to lower paid duties**

Where a Teacher is transferred to lower paid duties for reasons set out in **clause 15.2** of this part, 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.

#### 15.8 **Severance**

Where a Teacher's employment is terminated on the ground of redundancy the School shall pay the following severance pay in respect of a continuous period of service:

Years of Service	Under 45 Years of Age	Over 45 Years of Age
Less than 1 Year	Nil	Nil
1 year and less than 2 years	4 Weeks	5 Weeks
2 years and less than 3 years	7 Weeks	8.75 Weeks
3 years and less than 4 years	10 Weeks	12.5 Weeks
4 years and less than 5 years	12 Weeks	15 Weeks
5 years and less than 6 years	14 Weeks	17.5 Weeks
6 years and over	16 Weeks	20 Weeks

'Week's pay' means the salary and any Leadership, Professional Excellence or Directors' Allowance paid to the Teacher at the time of termination, divided by 52 <sup>1/7</sup>.

#### 15.9 **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 15.8** if the School obtains acceptable alternative employment for a Teacher.

#### 15.10 **Part-Time Teachers**

If a Part-Time Teacher's hours are reduced, by more than 25%, and the Teacher does not accept the reduction in hours, the Teacher's employment will be terminated due to redundancy and they will be entitled to the provisions of **clauses 15.4 to 15.9**.

### 15.11 **Changes to regular rosters or ordinary hours of work**

- (a) The School will consult with Teachers about a change to their regular roster or ordinary hours of work.
- (b) For the purposes of this **clause 15.11** the School will:
  - (i) provide information to the affected Teachers about the change; and
  - (ii) 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
  - (iii) consider any views that are given by the Teachers.
- (c) Teachers may be represented for the purposes of consultation under this **clause 15**.

## 16. **Professional Development**

- 16.1 The School is committed to providing teaching staff with professional development courses. Such professional development, should where appropriate, be registered with NESAs or TQIs.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 Schools will endeavour to give the maximum possible notice of such commitments and, where practicable, include such commitments in the annual school calendar.
- 16.7 Part-Time Teachers may be required to attend professional development or training in accordance with the provisions of **clause 13.4 Duties**.
- 16.8 Teachers accredited by NESAs or TQIs are required to participate in professional development to maintain their accreditation as prescribed by NESAs or TQIs policy.

# PART E – Leave

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

17.1 A Teacher (other than a Casual Teacher) is entitled to four weeks' 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 17.1** 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. This clause will apply in lieu of the corresponding provisions of the Act and is inclusive of four weeks accrued annual leave.

17.2 **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) as per **clause 17.6**; 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 17.3(a)** or **17.3(b)**, as appropriate, pursuant to the provisions of **clauses 17.4, 17.5, 17.6** and **17.7** as relevant.

17.3 **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.

#### 17.4 Termination of Employment

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

#### 17.5 Teachers Who Commence Employment After The Commencement Of The School Year

- (a) A Teacher who commences employment after the School Service Date, 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 17.3** 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.

#### 17.6 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 19.2** or **clause 19.3**, 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 17.6 (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 17.6(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 17.6(a)(ii)(B)**;
  - (ii) or in circumstances where, with the agreement of the School, a Teacher who has been paid pursuant to **clause 17.6(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 17.3** as if no payment had been made to the Teacher pursuant to **clause 17.6(a)(ii)(A)** or **clause 17.6(b)(i)**; and
    - (B) deducting from that amount the amount paid to the Teacher pursuant to **clause 17.6(a)(ii)(A)** or **clause 17.6(b)(i)**.
- (d) Notwithstanding the provisions of **clause 17.3(a)** 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.

#### 17.7 **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 17.3(a)** and shall receive no salary or other payment other than payment under this clause until the School Service Date, or the resumption of Term 1 or the first semester in the following school year.

#### 17.8 **Leave Loading**

- (a) A Teacher who has not elected under **clause 26.1** to receive additional superannuation contributions will be entitled to the benefits of this **clause 17.8**.
- (b) Subject to **clause 17.8(h)**, 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 holiday loading in accordance with this **clause 17.8**.

- (c) The loading shall be payable in addition to the payment to the Teacher for the period of the school summer vacation.
- (d) The loading shall be calculated:
  - (i) In relation 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
  - (ii) Where relevant, the period of annual leave calculated under **clause 17.8(h)**.
- (e) The loading shall be the amount payable for the period specified in **clause 17.8(d)** and **(h)** at the rate of 17.5 per cent of the weekly equivalent of the Teacher's annual salary.
- (f) For the purpose 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 **clause 8** and **Schedule 2 and 3**, but not including any other allowances or amount otherwise payable in addition to salary.
- (g) Provided that where **clause 17.8(h)** applies, 'salary' shall mean the salary (together with the allowances prescribed by **clause 8** and **Schedule 2 and 3**, but not including any other allowances or amount otherwise payable in addition to salary) payable immediately prior to the payment made to the Teacher pursuant to **clause 17.3(b)**.
- (h) Where a Teacher receives a payment pursuant to **clause 17.3(b)**, including where the 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.
- (i) The following formula shall be used to determine the entitlement to leave loading for **clause 17.8**:

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

[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 Band 1 annual salary of \$79,964. The calculation would be:

$$\begin{aligned}
 &17.5\% \times (\$79,964/52.14) \times 4 \text{ weeks} \times (32/40) \\
 &= 17.5\% \times \$1,533.64 \times 4 \text{ weeks} \times (32/40) \\
 &= \$858.84]
 \end{aligned}$$

## 18. Personal/Carers Leave

### 18.1 Entitlement to Paid Personal/Carer's Leave

- (a) Any Full-Time, Temporary or Part-Time Teacher shall be entitled to paid Personal/Carer's Leave in accordance with this **clause 18**.
- (b) 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.
- (c) 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.

### 18.2 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 18.1**.

**Provided that** a Temporary Teacher shall be entitled to Personal/Carer's Leave in accordance with the provisions of this **clause 18.2** in that proportion of 15 days which the period of appointment of the Teacher bears to the full school year of the School.

### 18.3 Access to Personal/Carer's Leave

- (a) A Teacher may take paid Personal/Carer's Leave if the leave is taken:
  - (i) 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 Employee; or
  - (ii) 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:
    - (A) a personal illness, or personal injury; or
    - (B) an unexpected emergency, or
    - (C) family and domestic violence.
- (b) 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.

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

#### 18.4 Notice Requirements

- (a) 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 18.3(a)**;
  - (iii) the period, or expected period of their leave.

#### 18.5 Evidence Supporting Claim

- (a) Evidence will not be required for the first three days or Personal/Carer's Leave taken by a Teacher in a calendar year. For absences after the first three days, the following paragraphs apply.
- (b) 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 other evidence that would satisfy a reasonable person to demonstrate the Teacher's eligibility for Personal/Carer's Leave in accordance with **clause 18.3**.
- (c) 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.
- (d) 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,
  - (i) 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
  - (ii) 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.
- (e) 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 18.5(a)**, 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 18.5(e)**:

- (i) 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.
- (ii) After consideration of the Teacher's response, if any, the School may:
  - (A) require further evidence that the Teacher's circumstances are in accordance with the provisions of **clause 18.3(a)**; and/or
  - (B) 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:
    - (I) the likely period of absence,
    - (II) if relevant, any limitations on the Teacher's ability to perform the requirements of their role;
    - (III) if relevant, any services or facilities which may be required to accommodate any such limitations;
    - (IV) if relevant, whether the Teacher is likely to be able to perform the requirements of their role in the foreseeable future, or
    - (V) to establish eligibility for Personal/Carer's Leave (and no other information); and/or
    - (VI) discuss with the Teacher any other action.
- (iii) Where a Teacher fails to attend a meeting as requested by the School pursuant to **clause 18.5(e)** 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 18.3(a)**, 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.
- (iv) 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.

## 18.6 Unpaid Leave for Caring Purposes

- (a) 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 18.3(a)(ii)** required care or support due to:
  - (i) a personal illness or injury, of the member; or
  - (ii) an unexpected emergency affecting the member, or
  - (iii) family and domestic violence.

- (b) A Teacher cannot take unpaid Carer's Leave under this subclause if the Teacher could instead take paid Personal/Carer's Leave.
- (c) 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 18.4** and **18.5**.
- (d) 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.

## 18.7 **Special Leave**

- (a) 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.
- (b) 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).
- (c) 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.
- (d) 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.

# 19. Parental Leave

## 19.1 **General**

- (a) Teachers are entitled to take unpaid parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in that Act.
- (b) 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 19.2** of this Agreement in the case of maternity leave and under **clause 19.3** 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 19.4** of this Agreement.

## 19.2 **Maternity Leave**

- (a) 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 or whose employment ends before the end of the fourteen weeks of leave, the Teacher shall be entitled to that lesser amount of paid leave.
- (b) If a Teacher has taken a previous period of maternity leave, the Teacher is not entitled to the benefit described in this **clause 19.2** for a consecutive period of maternity leave

unless the Teacher returns to work at the School for a period of at least 6 months following the previous period of maternity leave. However, the Teacher will be entitled to unpaid parental leave in accordance with the Act.

- (c) The Teacher must be paid:
  - (i) 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 19.2(d)(i)**; or
  - (ii) 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.
- (d) The Teacher must be paid:
  - (i) in a lump sum, or
  - (ii) if the Teacher requests, at the usual times and intervals that other Teachers are paid at the school.
- (e) The School must pay the first or lump sum payments at the pay period commencing closest to the commencement of the leave which will be:
  - (i) six weeks before the anticipated date of birth, or
  - (ii) if the birth occurs before the time referred to **clause 19.2(e)(i)**, the date of the birth; or
  - (iii) if the Teacher has not commenced maternity leave at the time referred to in **clause 19.2(e)(i)**, then the date when the Teacher commences leave on or prior to the date of birth but no later.
- (f) The exception to **clause 19.2(e)** 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.
- (g) If a Teacher's pregnancy is terminated other than by the birth of a living child:
  - (i) more than 20 weeks before the anticipated date of birth, the Teacher is not entitled to the payment;
  - (ii) less than 20 weeks before the anticipated date of birth, the Teacher is entitled to the payment while the Teacher remains on leave.
- (h) The 14 week period of maternity leave will count as a period of service, for the purposes 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 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 17 Pro-Rata Payment for Non-Term Time**.
- (i) 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:*

- (i) *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.*

- (ii) *In order to facilitate the desirable practice referred to in **Notation (i)** 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.]*

### 19.3 Adoption Leave

- (a) A Teacher who takes unpaid adoption leave under the provisions of section 71 or 72 of the Act must be paid under this **clause 19.3**.
- (b) 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 or whose employment ends before the end of the fourteen weeks of leave, the Teacher shall be entitled to that lesser amount of paid leave.
- (c) The payment prescribed in **clause 19.3(b)** 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.
- (d) The exception to **clause 19.3(c)** 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.
- (e) The 14 week period of adoption leave will count as a period of service, for the purposes 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 14 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 17 Pro-Rata Payment for Non-Term Time**.
- (f) 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.

### 19.4 Paid Concurrent Parental Leave

- (a) A Teacher who is entitled to take unpaid parental leave pursuant to section 71 or section 72 of the Act who applies to take concurrent parental leave pursuant to section 72(5) of the Act is entitled to payment pursuant to this clause.
- (b) The 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 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 provided for in **clause 17.1**.
- (c) The 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.
- (d) The paid concurrent parental leave provided for in this **clause 19.4** 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.

- (e) A period of paid concurrent parental leave will count as a period of service under this Agreement.

#### 19.5 Casual Teachers

- (a) A School must not fail to re-engage a regular Casual Teacher because:
  - (i) the Teacher or Teacher's spouse or de facto is pregnant; or
  - (ii) the Teacher is or has been immediately absent on parental leave.
- (b) 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.

#### 19.6 Right to Request

- (a) A Teacher entitled to parental leave may request that the School allow the Teacher:
  - (i) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; or
  - (ii) to return from a period of parental leave on a part-time basis  
for the purpose of assisting the care for a child.
- (b) 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.
- (c) The Teacher's request and the School's decision made under **clause 19.6(b)** must be recorded in writing.
- (d) Where a Teacher wishes to make a request under **clause 19.6(a)(ii)** 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.

#### 19.7 Communication during Parental Leave

- (a) 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:
  - (i) 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
  - (ii) 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.

- (b) 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.
- (c) 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 19.7(a)(i)**.

## 20. Long Service Leave

### 20.1 General Provisions

- (a) 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 NSW**) and the *Long Service Leave Act 1976* (ACT) (**LSL Act ACT**) shall apply to Teachers employed under this Agreement.
- (b) For the avoidance of doubt, any long service leave which has accrued under the previous industrial instruments will be recognised by the School. The new rate of accrual will be in accordance with the provisions of this Agreement unless the Teacher has made an election under **clause 26.1** to receive additional superannuation contributions in which case the Teacher will accrue long service leave at the rate applying in accordance with the LSL Act NSW or LSL Act ACT.
- (c) For the purpose of this **clause 20, 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.

### 20.2 Quantum of Leave in ACT Schools

Subject to **clause 20.1** and **20.3** the amount of long service leave to which a Teacher employed in an ACT School shall be entitled shall be:

- (a) In the case of a Teacher who has completed at least ten years' service with the School:
  - (i) in respect of seven years' service so completed, 9.1 weeks;
  - (ii) in respect of each additional year of service up to 10 years of service with the School, 1.3 weeks each year; and
  - (iii) 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:
- (b) 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 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).

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

In the case of a Teacher who is employed in an ACT 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:

- (a) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1976* (ACT) in respect of the period of service before 3 September 1996; or
- (b) the amount calculated on the basis of the arrangements operating in the school in respect of the period before 3 September 1996; and
- (c) an amount calculated on the basis of a certified agreement of 3 September 1996, for the period 3 September 1996 to 1 January 1999; and
- (d) an amount calculated on the basis of a certified agreement of 3 September 1997, for the period 1 January 1999 to 1 February 2002; and
- (e) an amount calculated on the basis of the provisions of a certified agreement or enterprise agreement from 1 February 2002.
- (f) The above periods of calculation are listed in the table below:

Calculation of Entitlement	
Teachers Employed in a School or Pre-school	
Prior to 3 September 1996	0.866 weeks per year Or school based arrangements
3 September 1996 to 31 December 1998	1.3 weeks per year
1 January 1999 to 30 January 2002	1.3 weeks per year up to 10 years' service 1.9 weeks per year, or proportion of a year, after 10 years' service
From 1 February 2002	1.3 weeks per year up to 10 years' service 2 weeks per year, proportion of a year; after 10 years' service

### 20.4 Quantum of Leave in NSW Schools

Subject to **clause 20.1** and **20.5** the amount of long service leave to which a Teacher employed in a NSW School shall be entitled shall be:

- (a) In the case of a Teacher who has completed at least ten years' service with the School:
  - (i) in respect of ten years' service so completed, 13 weeks;
  - (ii) in respect of each additional five years of service with the School since the Teacher last became entitled to long service leave, 10 weeks; and
  - (iii) 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:

- (b) 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 cease 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).

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

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:

- (a) the amount calculated on the basis of the provisions of the LSL Act (NSW) in respect of the period of service before 1 August 1985; and
- (b) 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
- (c) 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 1997 until 28 January, 2001;
- (d) subject to **subclause (e)** of this **clause 20.5**, an amount calculated on the basis of the provisions of **clause 20.4** of this Agreement, for the period from 29 January 2001 (NB: corresponding provisions applied in previous industrial instruments).
- (e) If a Standards Agreement previously applied to the Teacher at any time between 2007 and 2010 in relation to the employment of the Teacher by the School, and pursuant to that Agreement the Teacher received additional superannuation and a lower rate of long service leave and no annual leave loading, then the long service leave entitlement of the Teacher shall be 0.866 weeks per year of service for the period during which the Teacher received additional superannuation.
- (f) The above periods of calculation are listed in the table below (not including the effect of any arrangement as outlined in **clause 20.5(e)**):

Calculation of Entitlement 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' service 1.5 weeks per year, or proportion of a year, after 10 years' service
1 May 1995 to 28 January 2001	1.05 weeks per year up to 10 years' service 2 weeks per year, or proportion of a year, after 10 years' service
On or after 29 January 2001	1.3 weeks per year up to 10 years' service



	2 weeks per year, or proportion of a year, after 10 years' service
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## 20.6 Teachers Employed in NSW Early Childhood Services

See **Schedule 2 - Particular Conditions of Teachers employed in Pre-schools and other Early Childhood Services** for those Teachers whose service began prior to 1 January 2011. For Teachers employed after 1 January 2011 the above table applies.

## 20.7 Long Service for Teachers who receive Additional Superannuation and a Lower Rate of Long Service Leave and No Annual Leave Loading

- (a) This **clause 20.7** applies to:
- (i) A Teacher who has made an election under **clause 26.1** to accrue long service leave at the lower rate of 0.866 weeks per year of service, not receive annual leave loading and receive additional superannuation; and
  - (ii) A Teacher who, under the provisions of the previous enterprise agreement applying to the employment of the Teacher by the School, similarly received additional superannuation and a lower rate of long service leave.
- (b) The long service leave entitlement of the Teacher shall be 0.866 weeks per year of service for the period during which the Teacher receives or received additional superannuation, instead of the accrual set out in **clauses 20.2** or **20.4**.
- (c) The amount of long service leave to which a Teacher shall be entitled on termination, shall, in the case of a Teacher who has completed with the School at least five years' service but not yet ten years' service, and whose services are terminated by the School for any reason other than misconduct or cease for any other reason, be calculated on the basis of:
- (i) 1.3 weeks per year of service for the period during which the Teacher received a higher rate of long service leave and no additional superannuation; and
  - (ii) 0.866 weeks per year of service for the period during which the Teacher received additional superannuation and a lower rate of long service leave.

## 20.8 Conditions of Taking Leave

- (a) 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 regards 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.
- (b) 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.

- (c) 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 20.8(b)** the conditions of that clause shall apply, provided nothing in this paragraph shall affect the provisions of **clause 17.6**.
- (d) 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 17.7 Teachers Whose Hours Have Varied** and **clause 17.3(a)**, as if the period of leave on half pay were a period of Part-Time work.
- (e) 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.
- (f) Where long service leave is not taken in full term periods or in accordance with **clause 20.7(b)** it will be inclusive of pupil vacations other than the four weeks of annual leave at the commencement of the school summer vacation, unless the School agrees that the pupil vacation that precedes or follows the long service leave shall not be counted as long service leave.
- (g) 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.
- (h) Long service leave shall be exclusive of any public holidays falling within the period of such leave.

## 20.9 No Break in Service

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 19** 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.

## 20.10 Payment in lieu of Long Service Leave

- (a) **A Teacher in the ACT** with seven 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 in accordance with **clause 20.10(c)**).
- (b) **A Teacher in NSW** 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 (NSW) (this means long service leave accrued in excess of 0.866 weeks per year in accordance with **clause 20.10(c)**).
- (c) Cashing Out of Long Service Leave

- (i) 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;
  - (ii) the Teacher provides a written election to the School stating that the Teacher wishes to cash out the accrued long service leave; and
  - (iii) the School, in its discretion, authorises the Teacher to cash out the accrued long service leave.
- (d) If a Teacher cashes out an amount of accrued long service leave in accordance with this **clause 20.10**:
- (i) 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
  - (ii) the Teacher will no longer be entitled to the long service leave they have cashed out.

## 21. Compassionate Leave

### 21.1 Paid Compassionate Leave

- (a) A Teacher will be entitled to paid compassionate leave in accordance with the Act.
- (b) For the purposes of this clause, compassionate leave is paid leave taken by a 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 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 the 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 21.1(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 18.3(a)(ii)**):
    - (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 21.1(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 18.3(a)(ii)**) dies.
- (e) A Teacher may be required to provide the School with satisfactory evidence of such illness, injury, death, or stillbirth or miscarriage.
- (f) Subject to **clause 21.1(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 18 Personal/Carers 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.

## 21.2 Unpaid Bereavement 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 21.1(b)(i)**, 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.

## 22. 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.

## 23. Jury Service

- 23.1 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.

- 23.2 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.

## 24. Paid Natural Disaster Leave

- 24.1 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:
- (a) prevent the Teacher from attending for work or leaving home;
  - (b) pose a genuine threat to the Teacher's property; or
  - (c) pose a genuine threat to the Teacher gaining access to their home (for example, road closures).
- 24.2 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.
- 24.3 A Casual Teacher shall be entitled to 2 days unpaid leave.
- 24.4 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 24**, the reason for the leave, that is, why they are unable to attend work and the period or expected period of their leave.
- 24.5 The School may request a Statutory Declaration from a Teacher seeking to access this provision.
- 24.6 Natural Disaster Leave is not cumulative.
- 24.7 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.
- 24.8 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 paid leave) to be converted to leave pursuant to this subclause, to a maximum of 2 days paid leave per calendar year.
- 24.9 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.

## 25. Domestic Family and Violence Leave

In addition to the provisions contained in **clause 18.3** of this Agreement, a Teacher shall be entitled to Unpaid Family and Domestic Violence Leave in accordance with the NES.

## PART F – Miscellaneous

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### 26. Election regarding Superannuation, Long Service Leave and Leave Loading

#### 26.1 Additional Superannuation Election – Teachers with Five or More Years of Service

- (a) A Teacher with five or more years of service with their current employer may elect to receive additional superannuation contributions under **clause 12.4** instead of receiving benefits provided under **clause 17.8 – Leave Loading** and Long Service Leave in excess of the legislation as provided under **clause 20**.
- (b) The School shall advise the Teacher of the existence of this option on engagement.

#### 26.2 Time for and Effect of Making an Election

- (a) A Teacher who at 1 February 2022 has five or more years of service with their current employer who wishes to make an election in accordance with **clause 26.1**, must do so:
  - (i) on or before 28 February 2022; and
  - (ii) if the Teacher accrues five years of service after 28 February 2022, within two weeks of the commencement of the accrual of five years of service with the School.
- (b) A Teacher who, pursuant to a previous enterprise agreement in respect of employment with the School, received additional superannuation and a lower rate of long service and no annual leave loading, may elect to continue that arrangement, notwithstanding that the Teacher does not have five years' service with the Employer as at 1 February 2022.
- (c) If the Teacher does not make an election within the time provided in **clause 26.2(a)**, the Teacher will be deemed not to have made an election under **clause 26.1** and will receive their long service leave at the higher rate of 1.3 weeks for less than 10 years of service and at 2 weeks for more than 10 years of service.
- (d) A Teacher may only make an election under **clause 26.1** once during the life of the Agreement.

### 27. No Extra Claims

- 27.1 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.
- 27.2 It is a term of this Agreement that the Teachers will not pursue any extra claims, award or over award, for improvement in wages or other terms and conditions of employment for the period between 1 February 2021 and 31 January 2025.

## 28. Union Representatives

- 28.1 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.
- 28.2 The union representative shall be permitted in working hours (other than timetabled teaching time) to meet with the employer or the Principal to discuss Union business. Such meetings shall take place at a time and place convenient to both parties.
- 28.3 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.

## 29. Flexibility Clause

- 29.1 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:
- (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) allowances; and
    - (iii) leave loading.
  - (b) the arrangement meets the genuine needs of the Employer and the Teacher in relation to 1 or more of the matters mentioned in **clause 29.1(a)**; and
  - (c) the arrangement is genuinely agreed to by the employer and the Teacher.
- 29.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Teacher being better off overall than the Teacher would be if no arrangement was made.
- 29.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and the Teacher; and
  - (c) 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
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) 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
  - (e) states the day on which the arrangement commences.

- 29.4 The employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 29.5 The employer or the Teacher may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and the Teacher agree in writing — at any time.

## 30. Requests for Flexible Working Arrangements

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

### 30.2 Responding to the request

- (a) 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 employee's circumstances having regard to:
  - (i) the needs of the Teacher arising from their circumstances;
  - (ii) the consequences for the Teacher if changes in working arrangements are not made; and
  - (iii) any reasonable business grounds for refusing the request.
- (b) The School must give the Teacher a written response to a request within 21 days, stating whether the School grants or refuses the request.

### 30.3 What the written response must include if the School refuses the request

- (a) **Clause 30.3** applies if the School refuses the request and has not reached an agreement with the Teacher under **clause 30.2**.
- (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 30.2**, then the written response under section 65(4):
  - (i) must state whether or not there are any changes in working arrangements that the School 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.



**30.4 What the written response must include if a different change in wording arrangements is agreed**

If the School and the Teacher reached an agreement under **clause 30.2** 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.

**30.5 Disputes about whether the School has discussed the request with the Teacher and responded to the request in the way required by this **clause 30**, can be dealt with in accordance with **clause 6 Disputes Procedure**.**

# Schedule 1- Salary Scales and Allowances

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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 1 – Salary Scales**, **Table 2 – Casual Rates**, **Table 3 – Professional Excellence and Leadership Allowances** and the Directors' allowances in **Table 4 – Other Allowances** of **Schedule 1 – Salary Scales and Allowances**.

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 rates 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 rates 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 1 – Salary Scales

		2	3	4
	Rates effective from 1 February 2020	Rates effective from the first full pay period on or after 1 February 2022 3.28%	Rates effective from the first full pay period on or after 1 February 2023 2.28%	Rates effective from the first full pay period on or after 1 February 2024 2.53%
<b>Band 1</b>	79,964	82,587	84,470	86,607
<b>Band 2</b>	99,219	102,473	104,809	107,461
<b>Band 3</b>	113,293	117,009	119,677	122,705

## Table 2 - Casual Rates

	1	3	4	5
	Rates effective from 1 February 2020	Rates effective from the first full pay period on or after 1 February 2022 3.28%	Rates effective from the first full pay period on or after 1 February 2023 2.28%	Rates effective from the first full pay period on or after 1 February 2024 2.53%
<b>Band 1</b>				
<b>Full Day</b>	399.83	412.94	422.36	433.05
<b>Half Day</b>	199.91	206.47	211.18	216.53
<b>Band 2</b>				
<b>Full Day</b>	496.09	512.36	524.04	537.30
<b>Half Day</b>	248.05	256.19	262.03	268.66

**Table 3 - Professional Excellence and Leadership Allowances**

	1	2	3	4
	Rates effective from 1 February 2020	Rates effective from the first full pay period on or after 1 February 2022 3.28%	Rates effective from the first full pay period on or after 1 February 2023 2.28%	Rates effective from the first full pay period on or after 1 February 2024 2.53%
<b>Professional Excellence</b>	8,926	9,219	9,429	9,668
<b>Leadership Levels</b>				
<b>Level 1</b>	8,926	9,219	9,429	9,668
<b>Level 2 (ACT) Not applicable to teachers appointed to leadership positions after 1-Feb-17</b>	11,328	11,700	11,967	12,270
<b>Level 2</b>	17,704	18,285	18,702	19,175
<b>Level 3</b>	26,630	27,503	28,130	28,842
<b>Level 4</b>	41,993	43,370	44,359	45,481

**Table 4 - Other Allowances**

Brief Description	Rates effective from 1 February 2020	Rates effective from the first full pay period on or after 1 February 2022	Rates effective from the first full pay period on or after 1 February 2023	Rates effective from the first full pay period on or after 1 February 2024
Own Motor 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*
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*
Teachers who are employed at the School before 1 January 2015 who are teaching classes of children with disabilities in a special school or school for children with disabilities  Note: Teachers employed at the School on and from 1 January 2015 shall not be entitled to the Allowance	\$250	\$250	\$250	\$250
<b>Directors of Preschools in NSW and the ACT and Other Early Childhood Services in NSW</b>				
0-25 units	7,111	7,360	7,544	7,751
26-50 units	8,683	8,987	9,212	9,465
51-75 units	10,838	11,217	11,497	11,813
76 plus units	13,538	14,012	14,362	14,757

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

# Schedule 2 - Particular Conditions of Teachers employed in Pre-Schools and Other Early Childhood Services in NSW

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## 1. Introduction

If the School operates a pre-school or other Early Childhood Service, the conditions of this Agreement shall apply to Teachers employed in the Pre-School or other Early Childhood Service subject to the modifications contained in this **Schedule 2 – Particular Conditions of Teachers employed in Pre-Schools and Other Early Childhood Services in NSW**.

## 2. Definitions

- (a) “**Director**” means the Teacher employed in the service who is responsible for the day to day operation of the service.
- (b) “**Pre-School**” 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 pre-school 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 Pre-School or ECS Centre 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 Pre-School or ECS centre.

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

A Casual Teacher in the service shall be paid the appropriate rate in **clause 7.1** 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 4**, 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 Pre-School, 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 Pre-School 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 4**, a period of service other than service within paragraph 4(a) of this **clause 4**, 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 4 of Schedule 1** in addition to the salary applicable to the appointee (as set out in **Table 1**).

6. **Long Service Leave – Calculation of Entitlement for Teachers Employed in a Service prior to 1 January 2011**

This **clause 6** applies instead of the provisions of **clause 20.5** 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:

<b>Calculation of Entitlement</b>	
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 of service.  1.5 weeks per year, or proportion of a year, after 10 years of service.
29 January 2001 to 31 December 2010	1.3 weeks per year up to 10 years of service  1.5 weeks per year, or proportion of a year, after 10 years service provided that a higher rate of 2 weeks per annum applied under three band agreements for the period between 1 February 2007 and 31 December 2010.
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 pre-school 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 8** shall only apply in respect to Employers listed in **Schedule 5 – 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 employees to shift penalties under the Award.
- 8.3 Employees will not be rostered to regularly work outside the Award span of hours.
- 8.4 Employees will not be regularly required to work overtime.

# Schedule 3 - Particular Conditions of Teachers employed in Pre-Schools in the ACT

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## 1. Introduction

The conditions of this Agreement shall apply to Teachers in Pre-Schools attached to the School subject to the modifications contained in this **Schedule 3**, which shall only apply to Teachers in Pre-Schools. In respect of Teachers in Pre-Schools attached to the School, this **Schedule** shall prevail over the other provisions of the Agreement to the extent of any inconsistency.

## 2. Definitions

- (a) **'Pre-School'** means a licensed establishment attached to, or operated by an independent school which provides educational development programmes, child care or other services for children under school age and which usually operates during the hours and terms which approximate those of a recognised school.
- (b) **'Director'** means the Teacher employed in a Pre-School who is responsible for the day to day operation of the Pre-School.

## 3. Director's Allowance

- (a) A Teacher appointed to the position of Director in a Pre-School shall be paid the relevant allowance for the position in accordance with the number of units of the service as set out in **Table 4 of Schedule 1**, in addition to the salary applicable to the appointee as set out in **Table 1 of Schedule 1** of this Agreement.
- (b) Any Director's allowance under **clause 3(a) of this Schedule** is inclusive of any Professional Excellence Allowance to which the Teacher would otherwise be entitled.

## 4. Crib Breaks

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 and will not be in addition to the meal break.

## 5. First Aid Certificate

Teachers shall be required to obtain and maintain an approved first aid certificate. Teachers employed in Pre-Schools will attend such courses in their own time.

## Schedule 4 – Teacher Standards

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<b>Careers Stage</b>	<b>Accrediting Authority</b>	<b>Salary Band</b>
Graduate Teacher	TQI/NESA	Band 1
Proficient Teacher	TQI/NESA	Band 2
Experienced Teacher	ISTAA	Band 3
Professional Excellence	TQI/NESA (Highly Accomplished) + ISTAA (Professional Excellence)	Band 3 + Allowance
Lead Teacher	TQI/NESA	No link to Salary

## Schedule 5 – Legal Entities and Schools Covered by this Agreement

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Trading Name	Legal Entity
Abbotsleigh	The Council of Abbotsleigh
Al Sadiq College	Al Sadiq College Ltd
Al Zahra College	Al Zahra College Limited
Al-Faisal College	Al-Faisal College Limited
Arden Anglican School	Arden Anglican School Council
Arkana College	Arkana College Ltd
Arndell Anglican College	Anglican Schools Corporation
Ascham School	Ascham School Ltd
Barker College	The Council of Barker College
Bishop Tyrrell Anglican College	Bishop Tyrrell Anglican College
Blue Mountains Grammar School	Blue Mountains Grammar School Ltd
Blue Mountains Steiner School	Blue Mountains Waldorf School Ltd
Cameragal Montessori School	Cameragal Montessori School
Canberra Girls Grammar School	Canberra Girls Grammar School
Canberra Grammar School	Canberra Grammar School
Canberra Montessori School	Canberra Montessori Society Inc
Castlecrag Montessori School	Castlecrag Montessori School Inc
Central Coast Grammar School	Central Coast Grammar School Ltd
Chrysalis Steiner School	Chrysalis School For Rudolf Steiner Education Ltd
Claremont College	Anglican Schools Corporation
Craig Davis College	Youth Off The Streets Limited
Cranbrook School	Cranbrook School
Danebank Anglican School for Girls	Anglican Schools Corporation
Eden College	Youth Off The Streets Limited

<b>Trading Name</b>	<b>Legal Entity</b>
Forestville Montessori School	The Peninsula Montessori Association Limited
Frensham School	Winifred West Schools Ltd
Galstaun College	Hamazkaine Arshak And Sophie Galstaun School Inc
Georges River Grammar	Georges River Grammar School Ltd
German International School Sydney	German School Johannes Gutenberg
Gib Gate School	Winifred West Schools Ltd
Green Valley Islamic College	Green Valley Islamic College Ltd
Hawkesbury Independent School	Hawkesbury Independent School Inc
Highfields Preparatory and Kindergarten School	Highfields Preparatory & Kindergarten School Limited
Hunter Valley Grammar School	Hunter Valley Grammar School
Inaburra School	Inaburra School Limited
Inner Sydney Montessori School	Inner Sydney Montessori Association
International Chinese School	International Chinese School Limited
International Grammar School	The International Grammar School Sydney Ltd
John Colet School	John Colet Schools
Kamaroi Rudolf Steiner School	Kamaroi Rudolf Steiner School Limited
Kambala	Kambala
Karuna Montessori School	Northern Beaches Montessori Association
Key College	Youth Off The Streets Limited
Kincoppal - Rose Bay School	Kincoppal - Rose Bay School
Kinross Wolaroi School	Kinross Wolaroi School
Knox Grammar School	Knox Grammar School
Loreto Kirribilli	Loreto Kirribilli Limited
Loreto Normanhurst	Loreto Normanhurst Limited
Lycee Condorcet The International French School of Sydney	Lycee Condorcet the International French School of Sydney Ltd

<b>Trading Name</b>	<b>Legal Entity</b>
Macarthur Anglican School	Macarthur Anglican School
Macleay Vocational College	Macleay Valley Workplace Learning Centre Incorporated
Macquarie Anglican Grammar School	Anglican Schools Corporation
Malek Fahd Islamic School	Malek Fahd Islamic School Limited
Mamre Anglican School	Anglican Schools Corporation
Meriden School	Meriden School
MLC School	MLC School Limited
Monte Sant' Angelo Mercy College	Monte Sant' Angelo Mercy College Limited
Moriah College	Moriah War Memorial College Association
Mumbulla School for Rudolf Steiner Education	Mumbulla School for Rudolf Steiner Education Ltd
Newcastle Grammar School	Newcastle Grammar School Limited
Newington College	Council of Newington College
Northern Beaches Christian School	Northern Beaches Christian School
Northholm Grammar School	Northholm Grammar School Limited
Nowra Anglican College	Anglican Schools Corporation
Oran Park Anglican College	Anglican Schools Corporation
Orange Anglican Grammar School	Anglican Schools Corporation
Oxley College	Oxley College Ltd
Penrith Anglican College	Anglican Schools Corporation
Pittwater House	The Pittwater House Schools Ltd
PLC Armidale	Presbyterian Ladies College Armidale
Pymble Ladies' College	Pymble Ladies' College
Queenwood	Queenwood School for Girls Ltd
Radford College	Radford College Limited
Ravenswood School For Girls	Ravenswood School for Girls
Redfern Jarjum College	Redfern Jarjum College Ltd

<b>Trading Name</b>	<b>Legal Entity</b>
Redlands	SCECGS Redlands Limited
Richard Johnson Anglican School	Anglican Schools Corporation
Nextsense School – Spoken Language Program	Royal Institute For Deaf And Blind Children
Nextsense School – Blind and Deaf Blind Program	Royal Institute For Deaf And Blind Children
Nextsense School – Sign Bilingual program	Royal Institute For Deaf And Blind Children
Roseville College	Anglican Schools Corporation
Rouse Hill Anglican College	Anglican Schools Corporation
Saint Ignatius' College	Saint Ignatius' College Riverview Limited
Scone Grammar School	St Lukes Scone Grammar School Council
Scots All Saints College	Scots All Saints College
SEDA College	SEDA College NSW Limited
Shellharbour Anglican College	Anglican Schools Corporation
Snowy Mountains Grammar School	Snowy Mountains Grammar School Limited
St Aloysius' College	St Aloysius' College Ltd
St Andrew's Cathedral School	The Council of St Andrew's Cathedral School
St Catherine's School	The Council of St Catherine's School, Waverley
St Luke's Grammar School	Anglican Schools Corporation
St Paul's Grammar School	St Pauls Grammar School Penrith Ltd
Tara Anglican School for Girls	The Council of Tara Anglican School for Girls
The Anglican School Googong	The Anglican School Googong
The Bowen College	Youth Off The Streets Limited
The Hills Grammar School	The Hills Grammar School

<b>Trading Name</b>	<b>Legal Entity</b>
The Illawarra Grammar School	The Illawarra Grammar School
The King's School	The Council Of The King's School
The Lakes College	Youth Off The Streets Limited
The McDonald College	The McDonald College Limited
The Scots College	The Scots College
The Scots School Albury	The Uniting Church in Australia Property Trust (Victoria)
Thomas Hassall Anglican College	Anglican Schools Corporation
Trinity Grammar School	The Council of Trinity Grammar School
Unity Grammar College	Unity Grammar College Ltd
Wenona School	Wenona School Ltd
William Carey Christian School	Liverpool/Campbelltown Christian School Ltd
William Clarke College	The William Branwhite Clarke College Council
Wollondilly Anglican College	Anglican Schools Corporation



# Signing Page

EXECUTED as an agreement.

SIGNED for and on behalf of:

Employers listed in **Schedule 5 –  
Legal Entities and Schools Covered  
by this Agreement** in respect of  
schools listed in the Attachment.

*Uhuall*

Signature of authorised officer

CATHY MICHELLE LOVELL  
THE ASSOCIATION OF INDEPENDENT SCHOOLS  
OF NSW

Name and address of authorised  
officer

LEVEL 12, 99 TORIL STREET, SYDNEY  
2000  
ASSOCIATE CHIEF EXECUTIVE:

Office held  
SCHOOL OPERATIONS AND GOVERNANCE

*E Langton*

Signature of witness

EVELYN LANGTON  
AISNSW: HEAD OF WORKPLACE  
MANAGEMENT  
7/12/2021

Name of witness (print)

SIGNED for and on behalf of the  
**INDEPENDENT EDUCATION UNION  
OF AUSTRALIA** by an authorised  
person in the presence of

*Carol Matthews*

Signature of authorised officer

CAROL MATTHEWS  
485-501 Wattle Street  
Ultimo NSW 2007

Name and address of authorised  
officer

Acting Secretary  
NSW/ACT Branch

Office held

*Iain Bailey*

Signature of witness

IAIN BAILEY

Name of witness (print)



# DECISION

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

**The Association of Independent Schools of New South Wales Limited**  
(AG2021/8785)

## **INDEPENDENT SCHOOLS NSW/ACT STANDARDS MODEL (TEACHERS) MULTI-ENTERPRISE AGREEMENT 2021**

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 4 MARCH 2022

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

[1] An application has been made for approval of a multi-enterprise agreement known as the *Independent Schools NSW/ACT Standards Model (Teachers) 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] If an application for the approval of a multi-enterprise agreement is made, and the enterprise agreement meets the requirements in sections 186 and 187 of the Fair Work Act, the Commission must approve the agreement.

[3] One employee, Mr Bryan Hall, opposed the approval of the Agreement. Mr Hall provided detailed submissions as to the reasons for his opposition which I have carefully considered. Many of the matters raised by Mr Hall, while obviously of concern to him, are not matters that form part of the Commission's consideration as to whether the requirements of the relevant sections of the Act have been met. The Commission's role in the approval process does not extend, for example, to what matters were capable of being included in an Agreement but were not so included. In respect of some other matters raised by Mr Hall, such as whether the group of employees was fairly chosen, I am satisfied that the material filed by the AISNSW and the Independent Education Union of Australia has adequately addressed these matters.

[4] Having considered all the material filed by the parties, 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.

[5] 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.

[6] 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.

The image shows a handwritten signature in cursive script on the left, followed by the official seal of the Fair Work Commission on the right. The seal is circular with the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter and 'AUSTRALIA' at the bottom. In the center of the seal is the Australian coat of arms, featuring a kangaroo and an emu flanking a shield, with a seven-pointed star above.

DEPUTY PRESIDENT

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