

**Independent Schools  
(Teachers) Cooperative  
Multi-Enterprise Agreement  
2025**

# PART A – Application and Operation

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## 1. Title

This Agreement shall be known as the Independent Schools (Teachers) Cooperative Multi-Enterprise Agreement 2025.

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This Agreement is arranged as follows:

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**Signing Page**

### 3. Definitions

For the purpose of this Agreement:

- (a) **Accomplished Teacher** means a Teacher who:
  - (i) is accredited or registered at Proficient Teacher level (as defined under **clause 3(s)**) under the *Teacher Accreditation Act 2004* (NSW) or has full registration under the *ACT Teacher Quality Institute Act 2010* (ACT); and
  - (ii) has maintained that level of accreditation for at least five full-time equivalent years of service in NSW or the ACT by the end of the year in which the application has been assessed by ISTAA as meeting the ISTAA Accomplished Teacher standards (as agreed between the Union and the Association of Independent Schools of NSW),subject to the provisions of **clause 8.1**.
- (b) **Act** means the *Fair Work Act 2009* (Cth).
- (c) **Agreement** means the Independent Schools (Teachers) Cooperative Multi-Enterprise Agreement 2025.
- (d) **Award** means the Educational Services (Teachers) Award 2020.
- (e) **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).
- (f) **Conditionally Accredited Teacher** means a Teacher who is conditionally accredited under the *Teacher Accreditation Act 2004* (NSW).
- (g) **Employer** means an Employer covered by this Agreement.
- (h) **Full-Time Teacher** means any Teacher other than a Casual or Part-Time Teacher.
- (i) **Graduate Teacher** means a Teacher who has been awarded Provisional registration by the *ACT Teacher Quality Institute*.
- (j) **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.
- (k) **Highly Accomplished or Lead Teacher** means a Teacher who is accredited at, and maintains accreditation at, Highly Accomplished Teacher or Lead Teacher

level under the *Teacher Accreditation Act 2004* (NSW) or who is certified as, and maintains certification at, Highly Accomplished Teacher or Lead Teacher under the *ACT Teacher Quality Institute Act 2010* (ACT) by NESA or TQI.

- (l) **ISTAA** means the Independent Schools Teachers Accreditation Authority.
- (m) **Leadership Position** means duties assigned to a Teacher who is appointed to a position of leadership as described in **clauses 3(m)(i) to (iv)** subject to transitional arrangements in Schedule B, below:
  - (i) **Leadership Position Level 1** is a position of responsibility to which a Teacher is appointed by a School in a primary or secondary department. The Teacher who is appointed may be:
    - (A) responsible for the co-ordination of an area of instruction; or
    - (B) required to assist other members of the school executive; or
    - (C) required to perform other leadership duties as determined by the Principal.
  - (ii) **Leadership Position Level 2** is a position of responsibility to which a Teacher is appointed by a School. The Teacher who is appointed may be:
    - (A) 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
    - (B) 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
    - (C) responsible for the supervision of Teachers appointed as Leadership Level 1; or
    - (D) required to perform other leadership duties as determined by the Principal.
  - (iii) **Leadership Position Level 3** is a position of responsibility to which a Teacher is appointed by a School. The Teacher who is appointed may be:
    - (A) responsible to the Principal for the supervision of Teachers appointed as Leadership Level 1 or 2 and other leadership positions; or
    - (B) responsible to the Principal for the co-ordination and supervision of the academic program of the school; or
    - (C) performing the role of Deputy Principal in a small school; or
    - (D) required to perform other duties as determined by the Principal.
  - (iv) **Leadership Position Level 4** is a position of responsibility to which a Teacher is appointed in a School. The Teacher who is appointed assists the

Principal in the conduct and organisation of the School (e.g., Deputy Principal in a large school).

- (n) **NES** means the National Employment Standards set out in Part 2-2 of the Act.
- (o) **NESA** means the NSW Education Standards Authority.
- (p) **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.

- (q) **Permit to teach** means a permit issued to a Teacher in the ACT pursuant to the *ACT Teacher Quality Institute Act 2010* (ACT).
- (r) **Previous Industrial Instrument** means
  - (i) *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021*;
  - (ii) *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021(2)*;
  - (iii) *Independent Schools NSW/ACT Standards Model (Teachers) Enterprise Agreement 2021 (applying to The Burgmann Anglican School)*;
  - (iv) *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021*;
  - (v) *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021(2)*;
  - (vi) *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2021*;
  - (vii) *Independent Schools NSW (Teachers) Enterprise Agreement 2021 (applying to Odyssey House NSW)*;
  - (viii) *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2021*;
  - (ix) *Santa Sabina College (Teachers) Enterprise Agreement 2017*;
  - (x) *Hunter Trade College Enterprise Agreement 2020 – 2022*;
  - (xi) *Educational Services (Teachers) Award 2020*.
- (s) **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, or in the case of Dhupuma Barker a Teacher who has been accredited to an equivalent level by a teacher accreditation authority in the

Northern Territory. 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.

- (t) **Provisionally Accredited Teacher** means a Teacher who is provisionally accredited under the *Teacher Accreditation Act 2004* (NSW) or in the case of Dhipuma Barker a Teacher who has been accredited to an equivalent level by a teacher accreditation authority in the Northern Territory.
- (u) **Provisionally Registered Teacher** means a Teacher who is provisionally registered under the *ACT Teacher Quality Institute Act 2010* (ACT) or a Teacher who has been accredited to an equivalent level by a teacher accreditation authority in the ACT.
- (v) **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.
- (w) **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.
- (x) **Teacher** means a person employed as a Teacher at a School.
- (y) **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(y)(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.



The subject of fixed term contracts is dealt with in Chapter 2, Division 5 - Fixed Term Contracts (sections 333E-333L) of the Act.

A Teacher shall not be engaged on a temporary basis for the purpose of probation.

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

(aa) **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 6 – Legal Entities and Schools covered by this Agreement in respect of Schools listed in Schedule 6; and
- (b) Teachers as defined in **clause 3(x)** employed at the Schools in **Schedule 6 – 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(j)**) 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 childcare, 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.

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.

- (h) Provided further, this Agreement shall not apply to Teachers employed:
  - (i) 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.
  - (ii) To work in early intervention services run by ASPECT.
  - (iii) To work in Inaburra Communications Limited Pre-School.
  - (iv) In the Columba Cottage Early Learning Centre and the Columba Cottage Early Learning Centre OSHS owned and operated by St Columba Anglican School Council Inc.
  - (v) In The Burgmann Anglican School Early Learning Centre and The Burgmann Pre Kindergarten Service.

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

- (a) This Agreement commences on and from 1 February 2025 or seven days after the date of the approval by the Fair Work Commission, whichever is the later (**Commencement Date**). The nominal expiry date of this Agreement is 31 January 2028.
- (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 2025.
- (d) A Teacher who was employed prior to 1 January 2025 by an employer covered by this Agreement shall not, as a result of the making of this Agreement, suffer a reduction in the salary received by the Teacher as at the Commencement Date.
- (e) Further, the making of the Agreement shall not be relied upon by a School to abolish a Leadership Position held by a Teacher employed prior to 1 January 2025.
- (f) If the Agreement commences after the first full pay period on or after 1 February 2025, the difference between the actual rate of pay received by the Teacher and the amounts set out in this Agreement shall be paid to the Teacher as soon as practicable after commencement of the Agreement. This **clause 5(f)**, only applies to Employers covered by the Agreement as at the Commencement Date.

# 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 work, 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 Classification of Teachers

- (a) All Full-Time, Part-Time, Temporary and Casual Teachers shall be classified on the classification scale as set out in this clause according to his or her level of accreditation or registration and full-time equivalent service as determined under **clause 7.9**.
- (b) A Teacher employed prior to 1 January 2025 shall translocate as follows:
  - (i) a Teacher employed by a NSW Employer under the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021(2)* shall translocate to the salary scale in **Table 1** of **Schedule 1A** in accordance with **clause 2** of **Schedule 1A – Translocation Arrangements**;
  - (ii) a Teacher employed by an ACT Employer under the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW/ACT Standards Model (Teachers) Enterprise Agreement 2021* (applying to The Burgmann Anglican School) shall translocate to the salary scale in **Table 2** of **Schedule 1A** in accordance with **clause 3** of **Schedule 1A – Translocation Arrangements**;
  - (iii) a Teacher employed by a NSW Employer under the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021(2)* shall translocate to the salary scale in **Table 3** of **Schedule 1A** in accordance with **clause 4** of **Schedule 1A – Translocation Arrangements**;
  - (iv) a Teacher employed by an ACT Employer under the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021* shall translocate to the salary scale in **Table 4** of **Schedule 1A** in accordance with **clause 5** of **Schedule 1A – Translocation Arrangements**;
  - (v) a Teacher employed by a NSW Employer under the *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW (Teachers) Enterprise Agreement 2021* (applying to Odyssey House NSW), shall translocate to the salary scale in **Table 5** of **Schedule 1A** in accordance with **clause 6** of **Schedule 1A – Translocation Arrangements**;

- (vi) a Teacher employed under the *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2021* (applying to Oxford Falls Grammar) shall translocate to the salary scale in **Table 6 of Schedule 1A** in accordance with **clause 7 of Schedule 1A – Translocation Arrangements**;
  - (vii) a Teacher employed under the *Educational Services (Teachers) Award 2020*, shall translocate in accordance with **clause 8 of Schedule 1A – Translocation Arrangements**;
  - (viii) a Teacher employed under the *Santa Sabina College (Teachers) Enterprise Agreement 2017* shall translocate to the salary scale in **Table 7** of Schedule 1A in accordance with **clause 9 of Schedule 1A – Translocation Arrangements**; and
  - (ix) a Teacher employed under the *Hunter Trade College Enterprise Agreement 2020-2022* shall translocate in accordance with **Table 8** in **clause 10 of Schedule 1A – Translocation Arrangements**.
- (c) **Clauses 7.2, 7.3 and 7.4** apply to the classification of Teachers employed by a NSW Employer, and **clauses 7.5, 7.6 and 7.7** apply to the classification of Teachers employed by an ACT Employer.

## **7.2 Classification of Teachers employed by a NSW Employer**

- (a) Steps 1.1 and 1.2 set out in **Table 1, Salary Scales of Schedule 1 - Salary Scales and Allowances** apply to:
  - (i) Provisionally or Conditionally Accredited Teachers or a Teacher who is not accredited; and
  - (ii) Proficient Teachers with less than two years' full-time equivalent service as determined under **clause 7.9**.
- (b) Steps 2.1 to 2.5 set out in **Table 1, Salary Scales of Schedule 1 - Salary Scales and Allowances** apply to Proficient Teachers who have completed two years' full-time equivalent teaching service as determined under **clause 7.9**.

## **7.3 Classification and Progression of Teachers employed by a NSW Employer (Steps 1.1 to 1.2 set out in Table 1 of Schedule 1)**

- (a) A Teacher employed on or after 1 January 2025 who has:
  - (i) less than one year's full-time equivalent service as determined under **clause 7.9** will commence on Step 1.1;
  - (ii) one year but less than two years' full-time equivalent service as determined under **clause 7.9** will commence on Step 1.2.

Example:

A Teacher who has completed 1.5 years' full-time teaching service on appointment will be placed on Step 1.2 and be deemed to have completed 0.5 years' teaching service at Step 1.2. The Teacher will progress to Step 2.1 when they have completed a further 0.5 years' full-time teaching service, provided they are accredited as a Proficient Teacher.

- (b) A Teacher will progress:
  - (i) from Step 1.1 to Step 1.2 on the completion of one year of full-time equivalent service under **clause 7.9** at Step 1.1 as determined under **clause 7.9**;
  - (ii) from Step 1.2 to Step 2.1 when the Teacher has both:
    - a. been accredited as a Proficient Teacher by NESA; and
    - b. completed a minimum two years' full-time equivalent service.

#### **7.4 Classification and Progression of Teachers employed by a NSW Employer (Steps 2.1 to 2.5 set out in Table 1, Salary Scales for NSW Teachers of Schedule 1 Salary Scales and Allowances)**

- (a) A Teacher's full-time equivalent service as determined under **clause 7.9** will determine the appropriate commencing salary step within Steps 2.1 to 2.5 provided that a Teacher's full-time equivalent service is to be calculated from the:
  - (i) the date on which the Teacher achieved Proficient Teacher accreditation; or
  - (ii) the date on which the Teacher completed two years' full-time equivalent servicewhichever is later (**NSW Progression Date**).
- (b) A Proficient Teacher employed on or after 1 January 2025 who has:
  - (i) completed less than one year's full-time equivalent service since the NSW Progression Date will be classified as Step 2.1;
  - (ii) completed one year's full-time equivalent service and less than two years since the NSW Progression Date will be classified as Step 2.2;
  - (iii) completed two years' full-time equivalent service and less than three years since the NSW Progression Date will be classified as Step 2.3;
  - (iv) completed three years' full-time equivalent service and less than four years since the NSW Progression Date will be classified as Step 2.4;
  - (v) completed four or more years' full-time equivalent service since the NSW Progression Date will be classified as Step 2.5.

- (c) A Teacher will progress to the next salary step within Steps 2.1 to 2.5 upon completion of one year's full-time equivalent service as determined under **clause 7.9** at each step.
- (d) Progression under this **clause 7.4** will occur from the commencement of the first full pay period after the date the Teacher satisfies the relevant progression requirement.

## **7.5 Classification of Teachers employed by an ACT Employer**

- (a) Levels 1 to 3 set out in **Table 2, Salary Scales of Schedule 1 Salary Scales and Allowances** apply to:
  - (i) Provisionally Registered Teachers and Teachers who hold a Permit to Teach in the ACT; and
  - (ii) Teachers with Full Registration from TQI with less than three years' full-time equivalent teaching service as determined under **clause 7.9**.
- (b) Levels 4 to 8 set out in **Table 2, Salary Scales of Schedule 1 Salary Scales and Allowances** apply to Teachers with Full Registration from TQI who have completed three years' full-time equivalent teaching service as determined under **clause 7.9**.

## **7.6 Classification and Progression of Teachers employed by an ACT Employer (Levels 1 to 3 set out in Table 2, Salary Scales of Schedule 1 - Salary Scales and Allowances)**

- (a) A Teacher employed on or after 1 January 2025 who has:
  - (i) less than one year's full-time equivalent service as determined under **clause 7.9** will commence on Level 1;
  - (ii) one year and less than two years' full-time equivalent service as determined under **clause 7.9** will commence on Level 2;
  - (iii) two years and less than three years' full-time equivalent service as determined under **clause 7.9** will commence on Level 3.
- (b) Progression from Level 1 to Level 2 will occur on the completion of one year of full-time equivalent teaching service at Level 1 as determined under **clause 7.9**;
- (c) Progression from Level 2 to Level 3 will occur on the completion of one year of full-time equivalent teaching service at Level 2 as determined under **clause 7.9**;
- (d) A Teacher will progress to Level 4 when the Teacher has:
  - (i) achieved Full Registration from TQI; and
  - (ii) completed a minimum of three years' full-time equivalent service as determined under **clause 7.9**.

**7.7 Classification and Progression of Teachers employed by an ACT Employer (Levels 4 to 8 set out in Table 2, Salary Scales of Schedule 1 - Salary Scales and Allowances)**

- (a) A Teacher with Full Registration from TQI who has completed a minimum three years' full-time equivalent service will be classified as Level 4.
- (b) A Teacher's full-time equivalent teaching service as determined under **clause 7.9** will determine the appropriate commencing salary step within Levels 4 to Level 8 provided that, a Teacher's full-time equivalent service is to be calculated from:
  - (i) the date on which the Teacher achieved Full Registration from TQI; or
  - (ii) the date on which the Teacher completed three years' full-time equivalent service;whichever is later (**ACT Progression Date**).
- (c) A Teacher with Full Registration from TQI employed on or after 1 January 2025 who has:
  - (i) completed less than one year's full-time equivalent service since the ACT Progression Date will be classified as a Level 4;
  - (ii) completed one year's full-time equivalent service and less than two years' since the ACT Progression Date will be classified as Level 5;
  - (iii) completed two years' full-time equivalent service and less than three years' since the ACT Progression Date will be classified as Level 6;
  - (iv) completed three years' full-time equivalent service and less than four years' since the ACT Progression Date will be classified as Level 7;
  - (v) completed four or more years' full-time equivalent service since the ACT Progression Date will be classified as Level 8.
- (d) A Teacher will progress to the next salary step within Levels 4 to Level 8 upon completion of one year of full-time equivalent service as determined under **clause 7.9** at each step.
- (e) Progression under this **clause 7.7** will occur from the commencement of the first full pay period after the date the Teacher satisfies the relevant progression requirement.

**7.8 Support for Accreditation or Registration 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.

## **7.9 Full-Time Equivalent Service**

- (a) For the purpose of this **clause 7.9**, 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 7.9(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 NESA or TQI, shall be recognised in accordance with the principles set out in **clause 7.9(a)(i-iii)** and subject to the teaching service being in a recognised school or equivalent.
- (c) 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.
- (d) For the purpose of calculating the Full-Time equivalent years of service referred to in **clause 7.9** periods of leave without pay and unpaid parental leave shall not count as service.

- (e) 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 7.9 (a) and (b)**. The period so established shall be taken to be the length of such service.

## **7.10 Salary**

The minimum annual rate of salary payable to Teachers employed by a NSW Employer as classified in **clauses 7.2, 7.3 and 7.4** shall be as set out in **Table 1, Salary Scales of Schedule 1 Salary Scales and Allowances**.

The minimum annual rate of salary payable to Teachers employed by an ACT Employer as classified in **clauses 7.5, 7.6 and 7.7** shall be as set out in **Table 2, 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.

## **7.11 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.

## **7.12 Payment of Part-Time Teachers**

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.

## **7.13 Payment of Casual Teachers Employed by a NSW Employer**

- (a) The minimum rate of pay for a Casual Teacher employed by a NSW Employer shall be the applicable rate set out in **Table 3 of Schedule 1 - Salary Scales and Allowances**.
- (b) The daily rates for a Casual Teacher have been calculated by taking the appropriate annual rate, dividing by 240 days and adding 20% loading. The loading is in compensation for annual leave, leave loading, paid personal and carer's leave, paid compassionate leave, redundancy payments and notice of termination. The appropriate annual rates, depending on the classification of the Casual Teacher, are:

- (i) Step 1.1 (for NSW Casual Teacher 1);
  - (ii) Step 2.1 (for NSW Casual Teacher 2); and
  - (iii) Step 2.3 (for NSW Casual Teacher 3).
- (c) A Casual Teacher employed by a NSW Employer will be classified as:
- (i) Casual Teacher 1 where they have less than two years' full-time equivalent service and have not been accredited as Proficient; or
  - (ii) Casual Teacher 2 when they are accredited as a Proficient Teacher and have completed two years' full-time equivalent service as determined under **clause 7.9**; or
  - (iii) Casual Teacher 3 when they have completed two years or more of full-time equivalent service since the NSW Progression Date (as defined in **clause 7.4(a)**).
- (d) A Casual Teacher shall be paid for a minimum of half a day.

#### **7.14 Payment of Casual Teachers Employed by an ACT Employer**

- (a) The minimum rate of pay for a Casual Teacher employed by an ACT Employer shall be the applicable rate set out in **Table 3 of Schedule 1 Salary Scales and Allowances**.
- (b) The daily rates for a Casual Teacher employed by an ACT Employer have been calculated by taking the appropriate annual rate, dividing by 240 days and adding 20% loading. The loading is in compensation for annual leave, leave loading, paid personal and carer's leave, paid compassionate leave, redundancy payments and notice of termination. The appropriate annual rates, depending on the classification of the Casual Teacher, are:
  - (i) Step 1.1 for NSW Teacher (for ACT Casual Teacher 1);
  - (ii) Step 2.1 for NSW Teacher (for ACT Casual Teacher 2); and
  - (iii) Step 2.3 for NSW Teacher (for ACT Casual Teacher 3).
- (c) A Casual Teacher employed by an ACT Employer will be classified as:
  - (i) Casual Teacher 1 where they have less than three years' full-time equivalent service and have not achieved Full Registration from TQI;
  - (ii) Casual Teacher 2 when they have achieved Full Registration from TQI and have completed three years' full-time equivalent teaching service as determined under **clause 7.9**.
  - (iii) Casual Teacher 3 when they have completed four years or more of teaching service since the ACT Progression Date (as defined in **clause 7.7(b)**).

- (d) A Casual Teacher shall be paid for a minimum of half a day.

## 8. Allowances

### 8.1 Accomplished Teacher Allowance

- (a) A Teacher will be entitled to the annual Accomplished Teacher Allowance where they meet the following requirements:
- (i) achieved accreditation at Proficient Teacher and maintained that level of accreditation for at least five full-time equivalent years of service 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 full-time equivalent service; and

has been assessed by ISTAA as meeting the ISTAA Accomplished Teacher standards.

- (b) The Accomplished Teacher Allowance will be payable from the first full pay period on or after 1 February in the year immediately after the Teacher has met the requirements in **subclause 8.1(a)**. The Accomplished Teacher Allowance is set out in **Table 4 - Allowances of Schedule 1 – Salary Scales and Allowances**.
- (c) A Part-Time Teacher who is entitled to the Accomplished Teacher Allowance, pursuant to **clause 8.1**, will receive a pro rata amount of the annual allowance.

**Note:** A Teacher may apply for the Accomplished Teacher Allowance 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.

### 8.2 Band 3 Teachers and Senior Teacher 1 employed immediately prior to 1 January 2025

- (a) A Teacher who, immediately prior to 1 January 2025, was employed and classified as a Band 3 Experienced Teacher under the provisions of either the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021*, *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021(2)*, *Independent Schools NSW/ACT Standards Model (Teachers) Enterprise Agreement 2021* (applying to The Burgmann Anglican School), *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021*, *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021(2)*, *Santa Sabina College (Teachers) Enterprise*

*Agreement 2017, Hunter Trade College Enterprise Agreement 2020-2022; or as a Senior Teacher 1 under the provisions of the Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2021, Independent Schools NSW (Teachers) Enterprise Agreement 2021 (applying to Odyssey House NSW) will be entitled to receive the Accomplished Teacher Allowance, as well as any Leadership Allowance that they are entitled to from 1 February 2025.*

- (b) A Teacher who, immediately prior to 1 January 2025 was employed under the *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2021* (applying to Oxford Falls Grammar) and who was classified at Band 2, Step 13, will be entitled to receive the Accomplished Teacher Allowance, as well as any Leadership Allowance that they are entitled to from 1 February 2025.
- (c) If a Teacher is entitled to receive the Accomplished Teacher Allowance pursuant to this clause, then the Teacher is entitled to receive the Allowance if they are later employed by another School covered by this Agreement, as well as any Leadership Allowance that may apply.

### **8.3 Highly Accomplished and Lead Teacher Allowance**

- (a) A Teacher who is accredited as a Highly Accomplished Teacher or Lead Teacher is entitled to receive an annual Highly Accomplished and Lead Teacher Allowance in the amount set out in **Table 4 – Allowances of Schedule 1 - Salary Scales and Allowances**.
- (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 Highly Accomplished and Lead Teacher Allowance and have completed either:
  - (i) a minimum of one year of full-time equivalent service at Step 2.5 in NSW,
  - (ii) or a minimum of one year of full-time equivalent service at Level 8 in the ACT.
- (c) If the Teacher's accreditation as a Highly Accomplished or Lead Teacher is revoked by NESA or TQI, the Teacher will cease to be entitled to be paid the Highly Accomplished and Lead Teacher Allowance from the first full pay period on or after the revocation.
- (d) A Part-Time Teacher who is entitled to the Highly Accomplished and Lead Teacher Allowance, pursuant to **clause 8.2**, will receive a pro rata amount of the annual allowance.
- (e) Subject to **clause 8.3(c)**, a Teacher who immediately prior to the Commencement Date was in receipt of the Professional Excellence Allowance shall be entitled to receive the Highly Accomplished and Lead Teacher Allowance.

## 8.4 Leadership Allowances

- (a) Subject to **clause 8.4(b)** a Teacher who is appointed to a Leadership Position as defined in **clause 3(m)(i) to (iv)**, will receive an allowance for the position as set out in **Table 4 – Allowances of Schedule 1 – Salary Scales and Allowances** 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 8.4(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 7.12**.

- (c) Teachers employed immediately prior to 1 January 2025 in a leadership position by an Employer that was covered by the:
  - (i) *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021(2)* in NSW will be entitled to a Leadership Allowance under this Agreement as set out in **Table 1 of Schedule 1B – Translocation Arrangements for Leadership roles**;
  - (ii) *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or *Independent Schools NSW/ACT Standards Model (Teachers) Enterprise Agreement 2021* (applying to The Burgmann Anglican School) in ACT will be entitled to a Leadership Allowance under this Agreement as set out in **Table 2 of Schedule 1B – Translocation Arrangements for Leadership roles**;
  - (iii) *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021* or *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021(2)* in NSW or ACT will be entitled to a Leadership Allowance under this Agreement as set out in **Table 3 of Schedule 1B – Translocation Arrangements for Leadership roles**;
  - (iv) *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2021* or *Independent Schools NSW (Teachers) Enterprise Agreement 2021* (applying to Odyssey House NSW) will be entitled to a Leadership Allowance under this Agreement as set out in **Table 4 of Schedule 1B – Translocation Arrangements for Leadership roles**;

- (v) *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2021* will be entitled to a Leadership Allowance under this Agreement as set out in **Table 5 of Schedule 1B – Translocation Arrangements for Leadership roles**; or
- (vi) *Educational Services (Teachers) Award 2020* will be entitled to a Leadership Allowance under this Agreement as set out in **Table 6 of Schedule 1B – Translocation Arrangements for Leadership roles**; or
- (vii) *Santa Sabina College (Teachers) Enterprise Agreement 2017* will be entitled to a Leadership Allowance under this Agreement as set out in **Table 7 of Schedule 1B – Translocation Arrangements for Leadership roles**.
- (viii) *Hunter Trade College Enterprise Agreement 2020-2022* will be entitled to a Leadership Allowance under this Agreement as set out in **Table 8 of Schedule 1B – Translocation Arrangements for Leadership roles**.

## 8.5 Interaction of Leadership Allowances and Education Allowances

- (a) Any Leadership Allowance under **clause 8.4** is inclusive of the Highly Accomplished and Lead Teacher Allowance to which the Teacher would otherwise be entitled.
- (b) A Leadership Allowance will be inclusive of the Accomplished Teacher Allowance, unless:
  - (i) the Teacher is entitled to a Level 1 or Level 2 Leadership Allowance and has been accredited by ISTAA as an Accomplished Teacher under **clause 8.1**; or
  - (ii) the teacher was receiving a Leadership Allowance immediately prior to 1 January 2025 and is entitled to receive the Accomplished Teacher Allowance under **clause 8.2** of the Agreement.
- (c) The Highly Accomplished and Lead Teacher Allowance is inclusive of the Accomplished Teacher Allowance in **Table 4 – Allowances of Schedule 1- Salary Scales and Allowances**.

## 8.6 Special Education Allowance

- (a) Teachers employed under the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021*, at the School as at 31 December 2014 who are teaching classes of students with disabilities in a Registered Special School or School for Children with Disabilities are entitled to the allowance as follows:
  - (i) Full-Time Teachers are entitled to the allowance provided in **Item 3 of Table 5 - Other Allowances of Schedule 1- Salary Scales and Allowances**, per annum;

- (ii) Part-Time Teachers are entitled to the allowance provided in **Item 3 of Table 5, Other Allowances of Schedule 1 – Salary Scales and Allowances**, 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 8.6(a)** above.

- (b) Teachers employed in a School listed at **Schedule 7** of the Agreement who are teaching classes of students with disabilities in a Registered Special School or School for Children with Disabilities are entitled to the allowance as follows:
  - (i) Full-Time Teachers are entitled to the allowance provided in **Item 4 of Table 5 – Other Allowances of Schedule 1 – Salary Scales and Allowances**, per annum;
  - (ii) Part-Time Teachers are entitled to the allowance provided in **Item 4 of Table 5 – Other Allowances of Schedule 1 – Salary Scales and Allowances**, per annum on a pro rata basis.
  - (iii) Casual Teachers are entitled to the allowance provided in **Item 5 of Table 5 – Other Allowances of Schedule 1 – Salary Scales and Allowances**.

## 8.7 Acting Up – Leadership Position

- (a) If a School appoints a Teacher to act in a Leadership Position for at least ten consecutive days, the School must pay the Teacher a pro rata amount of the annual allowance application 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.

## 8.8 Calculation of Allowances

The Allowances set out in **Table 4** and for **Directors** in **Table 6 of Schedule 1 – Salary Scales and Allowances** are annual allowances. The weekly amount of the allowance shall be ascertained by dividing the annual allowance by 52 <sup>1</sup>/<sub>7</sub>, 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.

## 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 5 – Other Allowances of Schedule 1 - Salary Scales and Allowances**. 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 individuals 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 7.10** 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) the 14 weeks of paid parental leave available to the initial primary care giver under **clause 19.2** of the Agreement.
      - (D) 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 27.1** to receive the additional superannuation contributions provided under this **clause 12**, on and

from the first full pay period on or after 1 February 2025, 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) 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 Teacher's classification and rate of salary as at appointment and the normal face to face teaching hours 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 16.8** 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 3 – NSW and ACT Teachers - Casual Rates of Schedule 1 - Salary Scales and Allowances.**
- (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(b), 14.1(c) and 14.3** the employment of any Teacher (other than a Casual Teacher) may be terminated by:
  - (i) the Teacher giving seven weeks' notice; or
  - (ii) the School giving seven weeks' notice or making a payment of seven weeks' salary in lieu of notice or by giving part notice and part payment in lieu of notice equal to seven weeks.

**Provided that** if notice is given in the term immediately preceding the summer pupil vacation, then no less than four of those seven weeks of notice shall fall within the School term during which it is given.

- (b) 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.
- (c) 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. two weeks' notice not worked, or not given will be fully satisfied by the deduction of an amount equal to two weeks' 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(a)(ii)** 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 summary dismissal, 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 Special Education Allowance Leadership, Highly Accomplished or Lead Teacher Allowance, Accomplished Teacher Allowance, 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 Responsibilities**

- 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** The School will inform Teachers on engagement and from time to time of the usual expectations of Teachers at that school, including:
- (a) the usual number of face-to-face teaching hours per week or per cycle for a Full-Time Teacher;
  - (b) the general requirements in relation to extra-curricular activities; and
  - (c) any reduction in face-to-face teaching hours provided for Teachers appointed to Leadership Level 1 and Level 2 positions.

The parties agree that these expectations are indicative and able to be amended by the School from time to time and that Teachers may be required from time to time to perform additional duties above those advised above.

- 16.6** 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.
- 16.7** Schools will endeavour to give the maximum possible notice of such commitments and, where practicable, include such commitments in the annual school calendar.
- 16.8** Part-Time Teachers may be required to attend professional development or training in accordance with the provision of **clause 13.4 Duties**.
- 16.9** Teachers accredited by NESA or registered with TQI are required to participate in professional development to maintain their accreditation or registration as prescribed by NESA or TQI 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:

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

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 unpaid parental leave, 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 27.1** 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 leave 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 Step 1.1 annual salary of \$90,100. The calculation would be:

$$\begin{aligned} & 17.5\% \times ((\$90,100/52.14) \times 4 \text{ weeks}) \times (32/40) \\ & = 17.5\% \times \$1,728.04 \times 4 \text{ weeks} \times (32/40) \\ & = \$967.70] \end{aligned}$$

## 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.
- (d) For the avoidance of doubt, any paid Personal/Carer's leave which has accrued under a Previous Industrial Instrument will be recognised by the School. The new rate of accrual will be in accordance with the provisions of this Agreement from the Commencement Date.

## **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 Entitlement on transition for Teachers employed under the *Santa Sabina College (Teachers) Enterprise Agreement 2017* prior to 1 January 2025**

- (a) A Teacher who is employed by Santa Sabina College prior to 1 January 2025 will be credited on the first full pay period on or after the Commencement Date with a one-off entitlement of 15 days Personal/Carer's Leave upfront (pro rata for a part-time Teacher). This one-off entitlement reflects the change in moving to the new accrual system on the Commencement Date.
- (b) If Personal/Carer's leave is credited to a Teacher pursuant to **clause 13.1** of the *Santa Sabina College (Teachers) Enterprise Agreement 2017* between 1 January 2025 and the Commencement Date of this Agreement, those days credited under the previous agreement will be in satisfaction of the amount of Personal/Carer's leave to which the Teacher would be entitled under **clauses 18.1(c)** and **18.3(a)** of this Agreement.

## **18.4 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) 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.

## **18.5 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 18.4(a)**;
  - (iii) the period or expected period of their leave.

## **18.6 Evidence Supporting Claim**

- (a) Evidence will not be required for the first three days of Personal/Carer's Leave taken by a Teacher in a calendar year. For absences after the first three days, the following paragraphs apply.
- (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 18.4**.
- (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 18.6(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 18.6(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 18.4(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:
- the likely period of absence,
  - if relevant, any limitations on the Teacher's ability to perform the requirements of their role;
  - if relevant, any services or facilities which may be required to accommodate any such limitations;
  - if relevant, whether the Teacher is likely to be able to perform the requirements of their role in the foreseeable future, or
  - to establish eligibility for Personal/Carer's Leave (and no other information); and/or
  - discuss with the Teacher any other action.
- (iii) Where a Teacher fails to attend a meeting as requested by the School pursuant to **clause 18.6(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 18.4(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.

## **18.7 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 18.4(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 18.5 and 18.6**.
- (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.

## **18.8 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 period of paid parental leave will count as service for the purposes of annual leave, leave loading, personal/carer's leave and long service leave, and incremental progression under **clause 7** of this Agreement.
- (c) A Teacher who has commenced a period of parental leave prior to the Commencement Date, pursuant to a Previous Industrial Instrument, will continue to receive the entitlements available under that Previous Industrial Instrument.

## **19.2 Paid Parental Leave (initial primary caregiver)**

- (a) A Teacher will be entitled to take paid parental leave in accordance with **clause 19.2** if:
  - (i) they have completed 12 months' continuous service at the time of the birth of the child (or expected date of birth) or date of placement of the child (or expected date of placement); and
  - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Teacher.
- (b) The amount of paid parental leave for a Teacher who is the initial primary caregiver and who applies for unpaid parental leave of at least 14 weeks under 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 14 weeks of leave, the Teacher shall be entitled to that lesser amount of paid leave.
- (c) If a Teacher has taken a previous period of parental leave, the Teacher is not entitled to the benefit described in this **clause 19.2** for a consecutive period of parental leave unless the Teacher returns to work at the School for a period of at least 6 months following the previous period of parental leave. However, the Teacher will be entitled to unpaid parental leave in accordance with the Act.
- (d) 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(e)(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.
- (e) 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.
- (f) 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(f)(i)**, the date of the birth; or
  - (iii) if the Teacher has not commenced parental leave at the time referred to in **clause 19.2(f)(i)**, then the date when the Teacher commences leave on or prior to the date of birth but no later.
- (g) The period of paid parental leave will be inclusive of non-term weeks falling within the 14 weeks, other than where a teacher works up until the last day of a term in which case the parental leave will be deemed to commence from the first day of the following school term, provided that 'non-term weeks' will not include a period of four weeks of annual leave to which the teacher is entitled, and which is generally taken in the first four weeks of the summer vacation period in accordance with **clause 17.1**.
- (h) 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.
- (i) A Teacher must give notice of the intention to take parental leave, and provide other notice and documentation, as required by section 74 of the Act.

*[Notation:*

- (A) *Where possible, parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However this does not diminish the right of a Teacher to proceed on leave on the date the Teacher nominates in accordance with the Act.*
- (B) *In order to facilitate the desirable practice referred to in **Notation (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 Paid Parental Leave (not initial primary caregiver)**

- (a) Where a Teacher has an entitlement to, and takes, unpaid parental leave under the Act but is not the initial primary caregiver as defined at **clause 19.2(a)**, the Teacher shall be entitled to paid parental leave 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) A Teacher who was not the initial primary caregiver, but who subsequently becomes the primary person responsible for the care of the child because the initial primary caregiver has returned to work or studies, will be entitled to a maximum period of 12 weeks' paid parental leave. This period of paid parental leave must be taken within the 12-month period commencing from the date of the child's birth or in the case of adoption, from the date of placement of the child. This period of up to 12 weeks' paid parental leave is in addition to the two week entitlement to paid parental leave under **clause 19.3(b)**. If the Teacher takes a lesser period of leave or whose employment ends before the end of the 12 weeks of leave, the Teacher shall be entitled to that lesser amount of paid leave.

**Note:** The Teacher who was not the initial primary caregiver must have 12 months of continuous service at the time of the birth of the child or placement of the child to access the up to 14 weeks' paid parental leave, pursuant to **clause 19.3**.

- (d) The Teacher must give notice of the intention to take parental leave, and provide other notice and documentation, as required by the Act.
- (e) The paid parental leave provided for in this **clause 19.3** is counted as part of the Teacher's entitlement to 12 months of unpaid parental leave under the Act.

#### **19.4 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.

#### **19.5 Right to Request in Context of Parental Leave**

- (a) Under the NES, a Teacher who is entitled to parental leave may make a request to the Employer to allow the Teacher to extend the period of unpaid parental leave beyond the '*available parental leave period*', as defined in section 75(2) of the Act, for a further continuous period of leave not exceeding 12 months in accordance with the NES.
- (b) The obligations of the Employer and procedures to be followed in responding to the request are set out in section 76A of the Act, including the right to refuse the request based on reasonable business grounds and following discussions with the Teacher.

**Note:** Disputes about requests for extensions to unpaid parental leave may be dealt with under **clause 6 Disputes Procedure** and/or section 76B of the Act.

## **19.6 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 19.6(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**), and the *Long Service Leave (Portable Schemes) Act 2009* (ACT) (**LSLPS Act**), shall apply to Teachers employed under this Agreement.
- (b) For the avoidance of doubt, any long service leave which has accrued under a Previous Industrial Instrument 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 27.1** 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). In the case of a teacher who has completed seven years' service the Teacher will be paid long service leave in accordance with the LSL Act ACT 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 2025 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 2025** 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 2025 in NSW Schools

In the case of a Teacher employed in a NSW School whose service with the School began before 1 February 2025, 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 a Previous Industrial Instrument).
- (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

## **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 27.1** 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 day 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 unpaid parental leave (or other approved leave without pay) but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

## **20.10 Payment in lieu of Long Service Leave**

- (a) **A Teacher employed by an ACT Employer** 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 employed by a NSW Employer** 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 18.4(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 18.4(a)(ii)**) dies.
- (e) A Teacher may be required to provide the School evidence that would satisfy a reasonable person 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 evidence that would satisfy a reasonable person 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 of 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 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, ACT or NT 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. Paid Family and Domestic Violence Leave**

- 25.1** A Teacher is entitled to 10 days' paid family and domestic violence leave in a 12-month period if:
- (a) the Teacher is experiencing family and domestic violence; and
  - (b) the Teacher needs to do something to deal with the impact of the family and domestic violence; and
  - (c) it is impractical for the Teacher to do that thing outside the Teacher's hours of work.

- 25.2** The leave is available in full at the start of each 12-month period of the Teacher's employment and is non-cumulative.
- 25.3** For the purposes of this **clause 25**, family and domestic violence is as defined in the Act.
- 25.4** A Teacher wishing to access paid family and domestic violence leave provided under this **clause 25** must comply with the evidence and notice requirements relating to family and domestic violence leave set out in the Act.

## **26. Examination/Study Leave**

- 26.1** Any Teacher who for the purpose of furthering Teacher training, enrolls in any course at a recognised University or recognised Teacher training institution, shall be granted leave:
- (a) with pay on the day of any examination required in the course;
  - (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

# PART F – Miscellaneous

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

### 27.1 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.

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

- (a) A Teacher who at 1 February 2025 has five or more years of service with their current employer who wishes to make an election in accordance with **clause 27.1**, must do so:
  - (i) on or before 28 February 2025; and
  - (ii) if the Teacher accrues five years of service after 28 February 2025, 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 2025.
- (c) If the Teacher does not make an election within the time provided in **clause 27.2(a)**, the Teacher will be deemed not to have made an election under **clause 27.1** 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 27.1** once during the life of the Agreement.

## 28. No Extra Claims

- 28.1** 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.
- 28.2** 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 2025 and 31 January 2028.

## 29. Workplace Delegates rights

- 29.1** The rights of a workplace delegate are set out in **Schedule 5** of the Agreement.

## 30. Flexibility Clause

- 30.1** 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 30.1(a)**; and
  - (c) the arrangement is genuinely agreed to by the employer and the Teacher.
- 30.2** 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.
- 30.3** 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.

**30.4** The employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**30.5** 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.

## **31. Requests for Flexible Working Arrangements**

**31.1** An eligible Teacher can request flexible working arrangements in accordance with section 65 of the Act, where the Circumstances apply to a Teacher and the Teacher would like to change his or her working arrangements because of those Circumstances. As at the Commencement Date, the following are the Circumstances:

- (a) the Teacher is pregnant;
- (b) the Teacher is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) the Teacher is a carer (within the meaning of the Carer Recognition Act 2010);
- (d) the Teacher has a disability;
- (e) the Teacher is 55 or older;
- (f) the Teacher is experiencing family and domestic violence;



- (g) the Teacher provides care or support to a member of the Teacher 's immediate family, or a member of the Teacher 's household, who requires care or support because the member is experiencing family and domestic violence.

**31.2** The obligations of the School and procedures to be followed in responding to the request are set out in Section 65A of the Act, including the right to refuse the request based on reasonable business grounds following discussions with the Teacher.

**31.3** Disputes about whether the School has discussed the request with the Teacher and responded to the request in the way required by this **clause 31**, can be dealt with in accordance with **clause 6 Disputes Procedure** and/or section 65B of the Act.

# Schedule 1 – Salary Scales and Allowances

Table 1 - Salary Scales for NSW Teachers

	1	2	3
Classification	Rates effective from the first full pay period on or after 1 February 2025	Rates effective from the first full pay period on or after 1 February 2026	Rates effective from the first full pay period on or after 1 February 2027
	\$	\$	\$
		4.5%	4%
Step 1.1	90,100	94,155	97,921
Step 1.2	96,898	101,258	105,308
Step 2.1	101,036	105,583	109,806
Step 2.2	105,173	109,906	114,302
Step 2.3	112,499	117,561	122,263
Step 2.4	120,962	126,405	131,461
Step 2.5	127,281	133,009	138,329

Table 2 - Salary Scales for ACT Teachers

	1	2	3
Classification	Rates effective from the first full pay period on or after 1 February 2025	Rates effective from the first full pay period on or after 1 February 2026	Rates effective from the first full pay period on or after 1 February 2027
	\$	\$	\$
		4.5%	4%
Level 1	92,186	96,334	100,187
Level 2	100,967	105,511	109,731
Level 3	105,360	110,101	114,505
Level 4	109,750	114,689	119,277
Level 5	114,140	119,276	124,047
Level 6	121,461	126,927	132,004
Level 7	128,777	134,572	139,955
Level 8	130,643	136,522	141,983

Table 3 - NSW and ACT Teachers - Casual Rates

	1	2	3
	Rates effective from the first full pay period on or after 1 February 2025	Rates effective from the first full pay period on or after 1 February 2026	Rates effective from the first full pay period on or after 1 February 2027
	\$	\$	\$
		4.5%	4%
<b>Casual Teacher 1</b>			
Full Day	450.50	470.77	489.60
Half Day	225.25	235.39	244.80
<b>Casual Teacher 2</b>			
Full Day	505.18	527.91	549.03
Half Day	252.59	263.96	274.51
<b>Casual Teacher 3</b>			
Full Day	562.49	587.81	611.32
Half Day	281.25	293.90	305.66

Table 4 – Allowances

	1	2	3
	Rates effective from the first full pay period on or after 1 February 2025	Rates effective from the first full pay period on or after 1 February 2026	Rates effective from the first full pay period on or after 1 February 2027
	\$	\$	\$
		4.5%	4%
<b>Accomplished Teacher Allowance</b>	4,979	5,203	5,411
<b>Highly Accomplished and Lead Teacher Allowance</b>	9,958	10,406	10,822
<b>Leadership Levels</b>			
<b>Level 1</b>	9,958	10,406	10,822
<b>Level 2</b>	19,750	20,639	21,465
<b>Level 3</b>	29,707	31,044	32,286
<b>Level 4</b>	46,845	48,953	50,911

Table 5 - Other Allowances

	Clause number	Brief Description	Rates effective from the first full pay period on or after 1 February 2025	Rates effective from the first full pay period on or after 1 February 2026	Rates effective from the first full pay period on or after 1 February 2027
1	10.2	Own Motor Car Allowance: Where use authorised by the School	0.99 per km	To increase in line with the Modern Award*	To increase in line with the Modern Award*
2	10.2	Own Motorcycle allowance: Where use required by the School	0.33 per km	To increase in line with the Modern Award*	To increase in line with the Modern Award*
3	8.6(a)	Teachers who are employed at the School before 1 January 2015 who are teaching classes of children / students with disabilities in a special school or school for children with disabilities  Pro-rata for part time employees as per clause 8.6(a)(ii)	\$250	\$250	\$250
4	8.6(b)	Full-time teacher teaching classes of students with disabilities in a registered special school as per clause 8.6(b)(i).  Pro-rata for part time employees as per clause 8.6(b)(ii)	\$3,699 per annum \$141.89 per fortnight	\$3,866 per annum \$148.27 per fortnight	\$4,020 per annum \$154.20 per fortnight

5	8.6(b)(iii)	Casual teachers teaching classes of children with disabilities in a registered special school as per clause 8.6(b)(iii)	\$18.15 per day	\$18.90 per day	\$19.70 per day
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**Table 6 - Director's Allowances**

<b>Directors of Preschools in NSW and the ACT and Other Early Childhood Services in NSW</b>				
	<b>Rates effective from 1 February 2024</b>	<b>Rates effective from on or after 1 February 2025</b>	<b>Rates effective from the first full pay period on or after 1 February 2026</b>	<b>Rates effective from the first full pay period on or after 1 February 2027</b>
0-25 units	\$7,751	\$7,984	\$8,343	\$8,677
26-50 units	\$9,465	\$9,749	\$10,188	\$10,596
51-75 units	\$11,813	\$12,167	\$12,715	\$13,224
76 plus units	\$14,757	\$15,200	\$15,884	\$16,519
Educational Leader Allowance*	\$4,412.84	To increase in line with the Award*	To increase in line with the Award*	To increase in line with the Award*

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

# Schedule 1A – Translocation Arrangements

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1. Teachers employed by an Employer immediately prior to 1 January 2025 shall translocate to the new Teacher classification structure from the first full pay period on or after 1 February 2025, as set out in **clauses 2 to 8** of this Schedule.

## 2. NSW Employers (Standards Model)

Teachers employed immediately prior to 1 January 2025 by a NSW Employer under the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021 (2)* will translocate in accordance with **Table 1** of this Schedule from the first full pay period on or after 1 February 2025 as follows:

- (i) A Teacher who is on Band 1 and has up to one year of full-time equivalent service will translocate to Step 1.1 until their normal incremental salary date; then progress to Step 1.2. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (ii) A Teacher who is on Band 1 and has one year and less than two years of full-time equivalent service will translocate to Step 1.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (iii) A Teacher who is on Band 2 and has less than one year of full-time equivalent service as a Proficient Teacher will translocate to Translocation Step 2.1 until their normal incremental salary date; then progress to Translocation Step 2.2 for one year of full-time equivalent service; then progress to Translocation Step 2.3. Further progression will then be in accordance with **clause 7.4(d)** of the Agreement;
- (iv) A Teacher who is on Band 2 and has one year and less than two years of full-time equivalent service as a Proficient Teacher will translocate to Translocation Step 2.2 until their normal incremental salary date; then progress to Translocation Step 2.3 for one year of full-time equivalent service; then progress to Translocation Step 2.4. Further progression will then be in accordance with **clause 7.4(d)** of the Agreement;
- (v) A Teacher who is on Band 2 and has two years and less than three years of full-time equivalent service as a Proficient Teacher will translocate to Translocation Step 2.3 until their normal incremental salary date; then progress to Translocation Step 2.4 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.4(d)** of the Agreement;
- (vi) A Teacher who is on Band 2 and has three years and less than four years of full-time equivalent service as a Proficient Teacher will translocate to Translocation Step 2.4 until their normal incremental salary date and then progress to Step 2.5. Further progression will then be in accordance with **clause 7.4(d)** of the Agreement;
- (vii) A Teacher who is on Band 2 and has four years or more of full-time equivalent service as a Proficient Teacher will translocate to Step 2.5 of the Agreement;

- (viii) A Teacher who is on Band 3 (Experienced Teacher) will translocate to Step 2.5 of the Agreement.

**Table 1 – Translocation of Teachers employed by a NSW Employer immediately prior to 1 January 2025 by an Employer under the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021(2)***

<b>Standards Agreement (NSW) Classification</b>	<b>Rates effective from 1 February 2024</b>	<b>Classification</b>	<b>Rates effective from the first full pay period on or after 1 February 2025</b>	<b>Rates effective from the first full pay period on or after 1 February 2026</b>	<b>Rates effective from the first full pay period on or after 1 February 2027</b>
	\$		\$	\$	\$
Band 1 (with less than 1 year of FTE service)	86,607	Step 1.1	90,100	94,155	97,921
Band 1 (1 year of FTE service)	86,607	Step 1.2	96,898	101,258	105,309
Band 2 (with less than 1 year of FTE service at Proficient level)	107,461	Translocation Step 2.1	112,000	113,000	114,302
Band 2 (with 1 year and less than 2 years of FTE service at Proficient level)	107,461	Translocation Step 2.2	114,000	115,500	122,264
Band 2 (with 2 years and less than 3 years of FTE service at Proficient level)	107,461	Translocation Step 2.3	115,800	118,000	122,264
Band 2 (with 3 years and less than 4 years of FTE service at Proficient level)	107,461	Translocation Step 2.4	121,065	129,536	131,461
Band 2 (with 4 years or more of FTE service at Proficient level)	107,461	Step 2.5	127,281	133,009	138,329
Band 3 - Experienced Teacher	122,705	Step 2.5	127,281	133,009	138,329

### 3. ACT Employers (Standards Model)

Teachers employed immediately prior to 1 January 2025 by an ACT Employer under the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW/ACT Standards Model (Teachers) Enterprise Agreement 2021 (applying to The Burgmann Anglican School)*, will translocate in accordance with **Table 2** of this Schedule from the first full pay period on or after 1 February 2025 as follows:

- (i) A Teacher who is on Band 1 and has less than one year of full-time equivalent service will translocate to Level 1 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.6** of the Agreement;
- (ii) A Teacher who is on Band 1 and has one year and less than two years of full-time equivalent service will translocate to Level 2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.6** of the Agreement;
- (iii) A Teacher who is on Band 1 and has two years and less than three years of full-time equivalent service will translocate to Level 3 until their normal incremental salary date and then progress to Translocation Level 4 for one year of full-time equivalent service; and then progress to Translocation Level 5 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.6** of the Agreement;
- (iv) A Teacher who is on Band 2 and has less than one year of full-time equivalent service as a Proficient Teacher will translocate to Translocation Level 4 until their normal incremental salary date; and then progress to Translocation Level 4A for one year of full-time equivalent service; and then progress to Translocation Level 5 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.7(d)** of the Agreement;
- (v) A Teacher who is on Band 2 and has one year and less than two years of full-time equivalent service as a Proficient Teacher will translocate to Translocation Level 4A until their normal incremental salary date; and then progress to Translocation Level 5 for one year of full-time equivalent service, and then progress to Translocation Level 6 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.7(d)** of the Agreement;
- (vi) A Teacher who is on Band 2 and has two years and less than three years of full-time equivalent service as a Proficient Teacher will translocate to Translocation Level 5 until their normal incremental salary date; and then progress to Translocation Level 6 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.7(d)** of the Agreement;
- (vii) A Teacher who is on Band 2 and has three years and less than four years of full-time equivalent service as a Proficient Teacher will translocate to Translocation Level 6 until their normal incremental salary date; and then progress to Level 7 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.7(d)** of the Agreement;



- (viii) A Teacher who is on Band 2 and has four years and less than five years of full-time equivalent service as a Proficient Teacher will translocate to Level 7 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.7(d)** of the Agreement;
- (ix) A Teacher who is on Band 2 and has five years or more of full-time equivalent service as a Proficient Teacher will translocate to Level 8;
- (x) A Teacher who is on Band 3 (Experienced Teacher) will translocate to Level 8 of the Agreement.

**Table 2 – Translocation of Teachers employed by an ACT Employer immediately prior to 1 January 2025 under the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW/ACT Standards Model (Teachers) Enterprise Agreement 2021* (applying to The Burgmann Anglican School)**

<b>Standards Agreement (ACT) Classification</b>	<b>Rates effective from 1 February 2024</b>	<b>Classification</b>	<b>Rates effective from the first full pay period on or after 1 February 2025</b>	<b>Rates effective from the first full pay period on or after 1 February 2026</b>	<b>Rates effective from the first full pay period on or after 1 February 2027</b>
	\$		\$	\$	\$
Band 1 (with less than 1 year of FTE service)	86,607	Level 1	92,186	96,334	100,188
Band 1 (with 1 year of FTE service and less than 2 years)	86,607	Level 2	100,967	105,511	109,731
Band 1 (with 2 years or more of FTE service, and not Proficient)	86,607	Level 3	105,360	110,101	114,505
Band 2 (with 1 year of FTE service at Proficient level)	107,461	Translocation Level 4	111,800	116,831	119,276
Band 2 (with 1 year and less than 2 years of FTE service at Proficient level)	107,461	Translocation Level 4A	113,000	117,000	124,047
Band 2 (with 2 years and less than 3 years of FTE service at Proficient level)	107,461	Translocation Level 5	117,923	123,230	128,159
Band 2 (with 3 years and less than 4 years of FTE service at Proficient level)	107,461	Translocation Level 6	125,026	130,652	135,878
Band 2 (with 4 years and less than 5 years of FTE service at Proficient level)	107,461	Level 7	128,777	132,004	139,955
Band 2 (with 5 years or more of FTE service at Proficient level)	107,461	Level 8	130,643	136,522	141,983
Band 3 - Experienced Teacher	122,705	Level 8	130,643	136,522	141,983

#### 4. NSW Employers (Hybrid Model)

Teachers employed immediately prior to 1 January 2025 by a NSW Employer under the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021 (2)* will translocate in accordance with **Table 3** of this Schedule from the first full pay period on or after 1 February 2025 as follows:

- (i) A Teacher who is on Band 1, Step 5 will translocate to Step 1.1 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (ii) A Teacher who is on Band 1, Step 6 will translocate to Step 1.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (iii) A Teacher who is on Band 1, Step 7 will translocate to Step 1.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (iv) A Teacher who is on Band 2, Step 8 will translocate to Translocation Step 2.1 until their normal incremental salary date; and then progress to Translocation Step 2.2 for one year of full-time equivalent service; and then progress to Translocation Step 2.2A for one year of full-time equivalent service; and then progress to Translocation Step 2.3 for one year of full-time equivalent service. Further progression to Translocation Step 2.4 and Step 2.5 will then be in accordance with **clause 7.4** of the Agreement;
- (v) A Teacher who is on Band 2, Step 9 will translocate to Translocation Step 2.2 until their normal incremental salary date; and then progress to Translocation Step 2.2A. for one year of full-time equivalent service; and then progress to Translocation Step 2.3 for one year of full-time equivalent service. Further progression to Translocation Step 2.4 and Step 2.5 will then be in accordance with **clause 7.4** of the Agreement;
- (vi) A Teacher who is on Band 2, Step 10 will translocate to Step 2.2A until their normal incremental salary date; and then progress to Translocation Step 2.3 for one year of full-time equivalent service; and then progress to Translocation Step 2.4. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (vii) A Teacher who is on Band 2, Step 11 will translocate to Translocation Step 2.3 until their normal incremental salary date; and then progress to Translocation Step 2.4 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (viii) A Teacher who is on Band 2, Step 12 will translocate to Translocation Step 2.4 until their normal incremental salary date, and then progress to Step 2.5;
- (ix) A Teacher who is on Band 2, Step 13 will translocate to Step 2.5;
- (x) A Teacher who is on Band 3 will translocate to Step 2.5 of the Agreement.

**Table 3 – Translocation of Teachers employed by a NSW Employer immediately prior to 1 January 2025 under the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021 (2)***

	<b>Rates effective from 1 February 2024</b>	<b>Classification</b>	<b>Rates effective from the first full pay period on or after 1 February 2025</b>	<b>Rates effective from the first full pay period on or after 1 February 2026</b>	<b>Rates effective from the first full pay period on or after 1 February 2027</b>
<b>Classification</b>	<b>\$</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>
Band 1 - Step 5	81,886	Step 1.1	90,100	94,155	97,921
Band 1 - Step 6	86,109	Step 1.2	96,898	101,258	105,309
Band 1 - Step 7	90,322	Step 1.2	96,898	101,258	105,309
Band 2 - Step 8	94,547	Translocation Step 2.1	101,036	105,583	109,806
Band 2 – Step 9	98,761	Translocation Step 2.2	105,173	109,906	114,302
Band 2 - Step 10	102,982	Translocation Step 2.2A	112,594	117,561	122,264
Band 2 - Step 11	107,204	Translocation Step 2.3	115,800	124,697	131,461
Band 2 - Step 12	111,428	Translocation Step 2.4	121,065	129,536	131,461
Band 2 - Step 13	115,644	Step 2.5	127,281	133,009	138,329
Band 3 - Experienced Teacher	120,515	Step 2.5	127,281	133,009	138,329

## 5. ACT Employers (Hybrid Model)

Teachers employed by an ACT Employer immediately prior to 1 January 2025 under the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021* will translocate in accordance with **Table 4** of this Schedule from the first full pay period on or after 1 February 2025 as follows:

- (i) A Teacher who is on Band 1, Step 5 will translocate to Level 1 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.6** of the Agreement;
- (ii) A Teacher who is on Band 1, Step 6 will translocate to Level 2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.6** of the Agreement;
- (iii) A Teacher who is on Band 1, Step 7 will translocate to Level 3 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.6** of the Agreement;
- (iv) A Teacher who is on Band 2, Step 8 will translocate to Level 4 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.7** of the Agreement;
- (v) A Teacher who is on Band 2, Step 9 will translocate to Level 5 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.7** of the Agreement;
- (vi) A Teacher who is on Band 2, Step 10 will translocate to Level 5 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.7** of the Agreement;
- (vii) A Teacher who is on Band 2, Step 11 will translocate to Level 6 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.7** of the Agreement;
- (viii) A Teacher who is on Band 2, Step 12 will translocate to Level 7 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.7** of the Agreement;
- (ix) A Teacher who is on Band 2, Step 13 will translocate to Level 8 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.7** of the Agreement;
- (x) A Teacher who is on Band 3 will translocate to Level 8 of the Agreement.

**Table 4 – Translocation of Teachers employed by an ACT Employer immediately prior to 1 January 2025 by an Employer under the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021***

	<b>Rates effective from 1 February 2024</b>		<b>Rates effective from the first full pay period on or after 1 February 2025</b>
<b>Classification</b>	<b>\$</b>	<b>Classification</b>	<b>\$</b>
Band 1 - Step 5	81,886	Level 1	92,186
Band 1 - Step 6	86,109	Level 2	100,967
Band 1 - Step 7	90,322	Level 3	105,360
Band 2 - Step 8	94,547	Level 4	109,750
Band 2 - Step 9	98,761	Level 5	114,140
Band 2 - Step 10	102,982	Level 5	114,140
Band 2 - Step 11	107,204	Level 6	121,461
Band 2 - Step 12	111,428	Level 7	128,777
Band 2 - Step 13	115,644	Level 8	130,643
Band 3 - Experienced Teacher/Senior Teacher 1	120,515	Level 8	130,643

## 6. NSW Employers (Steps Model)

Teachers employed immediately prior to 1 January 2025 by a NSW Employer under the *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW (Teachers) Enterprise Agreement 2021* (applying to Odyssey House NSW) will translocate in accordance with **Table 5** of this Schedule from the first full pay period on or after 1 February 2025 as follows:

- (i) A Teacher who is on Step 5 will translocate to Step 1.1 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (ii) A Teacher who is on Step 6 will translocate to Step 1.2 until their normal incremental salary date. Further pay increases will then be in accordance with **clause 7.3** of the Agreement;
- (iii) A Teacher who is on Step 7 will translocate to Step 1.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (iv) A Teacher who is on Step 8 and is a Proficient Teacher will translocate to Translocation Step 2.1 until their normal incremental salary date; and then progress to Translocation Step 2.2 for one year of full-time equivalent service; then progress to Translocation Step 2.2A for one year of full-time equivalent service and then progress to Translocation Step 2.3 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (v) A Teacher who is on Step 9 and is a Proficient Teacher will translocate to Translocation Step 2.2 until their normal incremental salary date; and then progress to Translocation Step 2.2A. for one year of full-time equivalent service; and then progress to Translocation Step 2.3 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (vi) A Teacher who is on Step 10 and is a Proficient Teacher will translocate to Step 2.2A until their normal incremental salary date; and then progress to Translocation Step 2.3 for one year of full-time equivalent service; and then progress to Translocation Step 2.4. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (vii) A Teacher who is on Step 11 and is a Proficient Teacher will translocate to Translocation Step 2.3 until their normal incremental salary date; and then progress to Translocation Step 2.4 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (viii) A Teacher who is on Step 12 and is a Proficient Teacher will translocate to Translocation Step 2.4 until their normal incremental salary date; and then progress to Step 2.5;
- (ix) A Teacher who is on Step 13 and is a Proficient Teacher will translocate to Step 2.5 of the Agreement;
- (x) A Teacher who is classified as a Senior Teacher 1 and is a Proficient Teacher will translocate to Step 2.5 of the Agreement.

**Table 5 – Translocation of Teachers employed by a NSW Employer immediately prior to 1 January 2025 by an Employer under the *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW (Teachers) Enterprise Agreement 2021* (applying to Odyssey House NSW)**

	<b>Rates effective from 1 February 2024</b>		<b>Rates effective from the first full pay period on or after 1 February 2025</b>	<b>Rates effective from the first full pay period on or after 1 February 2026</b>	<b>Rates effective from the first full pay period on or after 1 February 2027</b>
<b>Classification</b>	<b>\$</b>	<b>Classification</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Step 5	81,885	Step 1.1	90,100	94,155	97,921
Step 6	86,109	Step 1.2	96,898	101,258	105,309
Step 7	90,322	Step 1.2	96,898	101,258	105,309
Step 8	94,548	Translocation Step 2.1	101,036	105,583	109,806
Step 9	98,761	Translocation Step 2.2	105,173	109,906	114,302
Step 10	102,982	Translocation Step 2.2A	112,594	117,561	122,264
Step 11	107,203	Translocation Step 2.3	115,800	124,697	131,461
Step 12	111,428	Translocation Step 2.4	121,065	129,536	131,461
Step 13	115,644	Step 2.5	127,281	133,009	138,329
Senior Teacher 1	120,515	Step 2.5	127,281	133,009	138,329

## 7. Christian Schools MEA (Oxford Falls Grammar)

Teachers employed immediately prior to 1 January 2025 under the *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2021* (applying to Oxford Falls Grammar) will translocate in accordance with **Table 6** of this Schedule from the first full pay period on or after 1 February 2025 as follows:

- (i) A Teacher who is on Band 1, Step 5 will translocate to Step 1.1 until their normal incremental salary date, and will progress to Step 1.2 for one further year of full-time equivalent service. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (ii) A Teacher who is on Band 1, Step 6, will translocate to Step 1.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (iii) A Teacher who is on Band 1, Step 7 will translocate to Step 1.2 until their normal incremental salary date; and (provided they meet the requirements of **clause 7.3 (b)** of the Agreement) will then progress to Translocation Step 2.1 for one year of full-time equivalent service; and then progress to Translocation Step 2.2 for one year of full-time equivalent service; and then progress to Translocation Step 2.2A;
- (iv) A Teacher who is on Band 2, Step 8 will translocate to Translocation Step 2.1 until their normal incremental salary date; and then progress to Translocation Step 2.2 for one year of full-time equivalent service; and then progress to Translocation Step 2.2A;
- (v) A Teacher who is on Band 2, Step 9 will translocate to Translocation Step 2.2 until their normal incremental salary date; and then progress to Translocation Step 2.2A for one year of full-time equivalent service; and then progress to Translocation Step 2.3 for one year of full-time equivalent service;
- (vi) A Teacher who is on Band 2, Step 10 will translocate to Translocation Step 2.2A until their normal incremental salary date; and then progress to Translocation Step 2.3 for one year of full-time equivalent service; and then to Step 2.4 for one year of full-time equivalent service;
- (vii) A Teacher who is on Band 2, Step 11 will translocate to Translocation Step 2.3 until their normal incremental salary date; and then to Translocation Step 2.4 for one year of full-time equivalent service. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (viii) A Teacher who is on Band 2, Step 12 will translocate to Translocation Step 2.4 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (ix) A Teacher who is on Band 3, Step 13 will translocate to Step 2.5;
- (x) A Teacher who is on Band 4, Highly Accomplished/Lead Teacher will translocate to Step 2.5;
- (xi) A Teacher who is on Band 3 and who holds a Preliminary Level Leadership Allowance will translocate to Step 2.5.



**Table 6 – Translocation of Teachers employed immediately prior to 1 January 2025 by an Employer under the *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2021* (applying to Oxford Falls Grammar)**

Classification	Rates effective from 1 February 2023 \$	Classification	Rates effective from the first full pay period on or after 1 February 2025 \$	Rates effective from the first full pay period on or after 1 February 2026 \$	Rates effective from the first full pay period on or after 1 February 2027 \$
Band 1, Step 5	77,012	Step 1.1	90,100	94,155	97,921
Band 1, Step 6	80,983	Step 1.2	96,898	101,258	105,309
Band 1, Step 7	85,364	Step 1.2	96,898	101,258	105,309
Band 2, Step 8	90,014	Translocation Step 2.1	105,000	107,500	109,806
Band 2, Step 9	94,026	Translocation Step 2.2	110,000	112,500	114,302
Band 2, Step 10	98,045	Translocation Step 2.2A	115,827	117,561	122,264
Band 2, Step 11	102,064	Translocation Step 2.3	123,932	124,697	131,461
Band 2, Step 12	106,088	Translocation Step 2.4	123,932	129,536	131,461
Band 3, Step 13	114,258	Step 2.5	127,281	133,009	138,329
Band 4 Highly Accomplished/Lead Teacher *	120,694	Step 2.5	127,281*	133,009	138,329

\* A Highly Accomplished/Lead Teacher is entitled to an allowance under clause 8.1(a) of the Agreement.

## 8. Modern Award Employers

Teachers employed immediately prior to 1 January 2025 by an Employer under the *Educational Services (Teachers) Award 2020* will translocate from the first full period on or after 1 February 2025 as follows:

- (i) A Teacher who is on Level 1 and has less than one year of full-time equivalent service will translocate to Step 1.1 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (ii) A Teacher who is on Level 1 and has one year and less than two years of full-time equivalent service will translocate to Step 1.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (iii) A Teacher who is on Level 2 and has less than one year of full-time equivalent service at this Level will translocate to Step 2.1 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;

- (iv) A Teacher who is on Level 2 and has one year and less than two years of full-time equivalent service at this Level will translocate to Step 2.1 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (v) A Teacher who is on Level 2 and has two years and less than three years of full-time equivalent service at this Level will translocate to Step 2.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (vi) A Teacher who is on Level 2 and has three years and less than four years of full-time equivalent service at this Level will translocate to Step 2.3 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (vii) A Teacher who is on Level 3 and has less than one year of full-time equivalent service at this Level will translocate to Step 2.3 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (viii) A Teacher who is on Level 3 and has one year or more of full-time equivalent service at this Level will translocate to Step 2.4 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (ix) A Teacher who is on Level 4 or Level 5 will translocate to Step 2.5.

## 9. Santa Sabina College

Teachers employed immediately prior to 1 January 2025 under the *Santa Sabina College (Teachers) Enterprise Agreement 2017* will translocate in accordance with **Table 7** of this Schedule from the first full pay period on or after 1 February 2025 as follows:

- (i) A Teacher who is on Band 1 and has less than one year of full-time equivalent service will translocate to Step 1.1 until their normal incremental salary date; then progress to Step 1.2. Further progression will then be in accordance with **clause 7.3** of the Agreement.
- (ii) A Teacher who is on Band 1 and has one year or more of full-time equivalent service will translocate to Step 1.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement.
- (iii) A Teacher who is on Band 2 and has less than one year of full-time equivalent service as a Proficient Teacher will translocate to Translocation Step 2.1 until their normal incremental salary date; then progress to Translocation Step 2.2 for one year of full-time equivalent service; then progress to Translocation Step 2.3. Further progression will then be in accordance with **clause 7.4** of the Agreement.
- (iv) A Teacher who is on Band 2 and has one year and less than two years of full-time equivalent service as a Proficient Teacher will translocate to Translocation Step 2.2 until their normal incremental salary date; then progress to Translocation Step 2.3 for one year of full-time equivalent service; then progress to Translocation Step 2.4. Further progression will then be in accordance with **clause 7.4** of the Agreement.
- (v) A Teacher who is on Band 2 and has two years and less than three years of full-time equivalent service as a Proficient Teacher will translocate to Translocation Step 2.4 until their normal incremental salary date; then progress to Step 2.5.
- (vi) A Teacher who is on Band 2 and has three years and less than four years of full-time equivalent service as a Proficient Teacher will translocate to Translocation Step 2.4 until their normal incremental salary date and then progress to Step 2.5.
- (vii) A Teacher who is on Band 2 and has four years or more of full-time equivalent service as a Proficient Teacher will translocate to Step 2.5;
- (viii) A Teacher who is on Band 3 will translocate to Step 2.5 of the Agreement.

**Table 7 – Translocation of Teachers employed immediately prior to 1 January 2025 under the *Santa Sabina College (Teachers) Enterprise Agreement 2017*.**

<b>Classification</b>	<b>Rates effective from 1 February 2020</b>	<b>Classification</b>	<b>Rates effective from the first full pay period on or after 1 February 2025</b>	<b>Rates effective from the first full pay period on or after 1 February 2026</b>	<b>Rates effective from the first full pay period on or after 1 February 2027</b>
	<b>\$</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>
Band 1 (with less than 1 year of FTE service)	79,964	Step 1.1	90,100	94,155	97,921
Band 1 (with 1 year or more of FTE service)	79,964	Step 1.2	96,898	101,258	105,309
Band 2 (with less than 1 year of FTE service at Proficient level)	99,218	Translocation Step 2.1	112,000	113,000	114,302
Band 2 (with 1 year and less than 2 years of FTE service at Proficient level)	99,218	Translocation Step 2.2	114,000	115,500	122,264
Band 2 (with 2 years and less than 3 years of FTE service at Proficient level)	99,218	Translocation Step 2.3	115,800	118,000	122,264
Band 2 (with 3 years and less than 4 years of FTE service at Proficient level)	99,218	Translocation Step 2.4	121,065	129,536	131,461
Band 2 (with 4 years or more of FTE service at Proficient level)	99,218	Step 2.5	127,281	133,009	138,329
Band 3 - Experienced Teacher	113,293	Step 2.5	127,281	133,009	138,329

## 10. Hunter Trade College

Teachers employed immediately prior to 1 January 2025 under the *Hunter Trade College Enterprise Agreement 2020-2022* will translocate to the salaries in **Table 8** from the first full pay period on or after 1 February 2025 as follows:

- (i) A Teacher who is on Conditionally Accredited, Level 1 will translocate to Step 1.1 until their normal incremental salary date, and will progress to Step 1.2 for one further year of full-time equivalent service. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (ii) A Teacher who is on Conditionally Accredited, Level 2 will translocate to Step 1.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (iii) A Teacher who is on Band 1, Graduate will translocate to Step 1.2 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.3** of the Agreement;
- (iv) A Teacher who is on Band 2, Level 2.1 will translocate to Step 2.1 until their normal incremental salary date; and progression will then be in accordance with **clause 7.4** of the Agreement;
- (v) A Teacher who is on Band 2, Level 2.2 will translocate to Step 2.2 until their normal incremental salary date; and progression will then be in accordance with **clause 7.4** of the Agreement;
- (vi) A Teacher who is on Band 2, Level 2.3 will translocate to Step 2.3 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (vii) A Teacher who is on Band 2, Level 2.4 will translocate to Step 2.4 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (viii) A Teacher who is on Band 2, Level 2.5 will translocate to Step 2.5 until their normal incremental salary date. Further progression will then be in accordance with **clause 7.4** of the Agreement;
- (ix) A Teacher who is on Band 3 will translocate to Step 2.5.

**Table 8 – Translocation of Teachers employed immediately prior to 1 January 2025 under the *Hunter Trade College Enterprise Agreement 2020 - 2022***

<b>Classification</b>	<b>Rates effective from 1 February 2024</b> <b>\$</b>	<b>Classification</b>	<b>Rates effective from the first full pay period on or after 1 February 2025</b> <b>\$</b>
Conditionally Accredited Level 1	66,650	Step 1.1	90,100
Conditionally Accredited Level 2	73,911	Step 1.2	96,898
Band 1 – Graduate	73,911	Step 1.2	96,898
Band 2 (Proficient Teacher) Level 2.1	89,144	Step 2.1	101,036
Band 2 (Proficient Teacher) Level 2.2	89,144	Step 2.2	105,173
Band 2 (Proficient Teacher) Level 2.3	96,758	Step 2.3	112,499
Band 2 (Proficient Teacher) Level 2.4	100,572	Step 2.4	120,962
Band 2 (Proficient Teacher) Level 2.5	110,236	Step 2.5	127,281
Band 3 (Highly Accomplished) *	117,336	Step 2.5	127,281

\* A Highly Accomplished/Lead Teacher is entitled to an allowance under **clause 8.1(a)** of the Agreement.

# Schedule 1B – Translocation Arrangements for Leadership roles

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## Leadership Allowances

### 1. NSW Employers (Standards Model)

Teachers employed by a NSW Employer under the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021 (2)* and who were receiving an allowance for holding a promotion or leadership position immediately prior to 1 January 2025 shall be translocated from the first full pay period on or after 1 February 2025 in accordance with **Table 1** of this Schedule below.

**Table 1**

Previous Promotion Position Allowance	Existing allowance (1/2/2024) \$	New Leadership Allowance	Allowance effective from the first full pay period on or after 1 February 2025 \$	Allowance effective from the first full pay period on or after 1 February 2026 \$	Allowance effective from the first full pay period on or after 1 February 2027 \$
Level 1	9,668	Level 1	9,958	10,406	10,822
Level 2	19,175	Level 2	19,750	20,639	21,465
Level 3	28,842	Level 3	29,707	31,044	32,286
Level 4	45,481	Level 4	46,845	48,953	50,911

## 2. ACT Employers (Standards Model)

Teachers employed by an ACT Employer under the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW/ACT Standards Model (Teachers) Enterprise Agreement 2021 (applying to The Burgmann Anglican School)* who were receiving an allowance for holding a promotion or leadership position immediately prior to the 1 January 2025 shall be translocated from the first pay period to commence on or after 1 February 2025 in accordance with **Table 2** of this Schedule.

**Table 2**

Previous Promotion Position Allowance	Existing allowance (1/2/2024) \$	New Leadership Allowance	Allowance effective from the first full pay period on or after 1 February 2025 \$	Allowance effective from the first full pay period on or after 1 February 2026 \$	Allowance effective from the first full pay period on or after 1 February 2027 \$
Level 1	9,668	Level 1	9,958	10,406	10,822
Level 2	19,175	Level 2	19,750	20,639	21,465
Level 3	28,842	Level 3	29,707	31,044	32,286
Level 4	45,481	Level 4	46,845	48,953	50,911



### 3. NSW and ACT Employers (Hybrid Model)

Teachers employed under the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021 (2)* who were receiving an allowance for holding a promotion or leadership position immediately prior to 1 January 2025, shall translocate from the first pay period to commence on or after 1 February 2025 in accordance with **Table 3** of this Schedule.

**Table 3**

Previous Promotion Position Allowance	Existing allowance (1/2/2024) \$	New Leadership Allowance	Allowance effective from the first full pay period on or after 1 February 2025 \$	Allowance effective from the first full pay period on or after 1 February 2026 \$	Allowance effective from the first full pay period on or after 1 February 2027 \$
Co-ordinator 1	9,568	Level 1	9,958	10,406	10,822
Co-ordinator 2	19,141	Level 2	19,750	20,639	21,465
Co-ordinator 3	28,709	Level 3 (if not Deputy Principal)	29,707	31,044	32,286
<b>Deputy Principal Secondary</b>					
Enrolments 201-300	34,337	Translocation Level 3B	38,276	39,998	41,598
Enrolments 301-600	38,054	Translocation Level 3B	38,276	39,998	41,598
Enrolments 601-900	41,767	Level 4	46,845	48,953	50,911
Enrolments 901+	45,473	Level 4	46,845	48,953	50,911
<b>Deputy Principal Primary</b>					
Enrolments 201-250	27,437	Level 3	29,707	31,044	32,286
Enrolments 251—400	30,803	The pre-commencement rate of pay is held until the Level 3 rate increases beyond the held rate of pay	29,707	31,044	32,286
Enrolments 401-600	34,338	Translocation Level 3B	38,276	39,998	41,598
Enrolments 601-800	38,054	Level 4	46,845	48,953	50,911
Enrolments 801+	41,767	Level 4	46,845	48,953	50,911

#### 4. Steps Model Employers

Teachers employed under the *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2021* or the *Independent Schools NSW (Teachers) Enterprise Agreement 2021* (applying to Odyssey House NSW) who were receiving an allowance for holding a promotion or leadership position immediately prior to 1 January 2025 will translocate on or after the first full pay period on or after 1 February 2025 in accordance with **Table 4** of this Schedule:

**Table 4**

Previous Promotion Position Allowance	Existing allowance (1/2/2024) \$	New Leadership Allowance	Allowance effective from the first full pay period on or after 1 February 2025 \$	Allowance effective from the first full pay period on or after 1 February 2026 \$	Allowance effective from the first full pay period on or after 1 February 2027 \$
Senior Teacher Level 2	9,568	Level 1	9,958	10,406	10,822
Co-ordinator 1	9,568	Level 1	9,958	10,406	10,822
Co-ordinator 2	19,141	Level 2	19,750	20,639	21,465
Co-ordinator 3	28,709	Level 3 (if not Deputy Principal)	29,707	31,044	32,286
<b>Deputy Principal Secondary</b>					
Enrolments 201-300	34,337	Translocation Level 3B	38,276	39,998	41,598
Enrolments 301-600	38,054	Translocation Level 3B	38,276	39,998	41,598
Enrolments 601-900	41,767	Level 4	46,845	48,953	50,911
Enrolments 901+	45,473	Level 4	46,845	48,953	50,911
<b>Deputy Principal Primary</b>					
Enrolments 201-250	27,437	Level 3	29,707	31,044	32,286
Enrolments 251-400	30,803	The pre-commencement rate of pay is held until the Level 3 rate increases beyond the held rate of pay	29,707	31,044	32,286
Enrolments 401-600	34,338	Translocation Level 3B	38,276	39,998	41,598
Enrolments 601-800	38,054	Level 4	46,845	48,953	50,911
Enrolments 801+	41,767	Level 4	46,845	48,953	50,911

## 5. Christian Schools MEA (Oxford Falls Grammar)

Teachers employed under the *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2021* and who were receiving an allowance for holding a promotion or leadership position immediately prior to 1 January 2025 will translocate from the first full pay period on or after 1 February 2025 in accordance with **Table 5** of this Schedule.

**Table 5**

Previous Promotion Position Allowance	Existing allowance (1 February 2023) \$	New Leadership Allowance	Allowance effective from the first full pay period on or after 1 February 2025 \$	Allowance effective from the first full pay period on or after 1 February 2026 \$	Allowance effective from the first full pay period on or after 1 February 2027 \$
Preliminary Level Position of Responsibility	4,727	N/A			
Position of Responsibility Level 1	9,455	Level 1	9,958	10,406	10,822
Position of Responsibility Level 2	18,909	Level 2	19,750	20,639	21,465
Position of Responsibility Level 3	28,365	Level 3	29,707	31,044	32,286
<b>Deputy Principal Secondary</b>					
Enrolments 201-300	33,923	Level 3B	38,276	39,998	41,598
Enrolments 301-600	37,598	Level 3B	38,276	39,998	41,598
Enrolments 601-900	41,261	Level 4	46,845	48,953	50,911
Enrolments 901+	44,926	Level 4	46,845	48,953	50,911
<b>Deputy Principal Primary</b>					
Enrolments 201-250	27,105	Level 3	29,707	31,044	32,286
Enrolments 251-400	30,434	The pre-commencement rate of pay is held until the Level 3 rate increases beyond the held rate of pay	29,707	31,044	32,286
Enrolments 401-600	33,923	The pre-commencement rate of pay is held until the Level 3 rate increases beyond the held rate of pay	29,707	31,044	32,286
Enrolments 601-800	37,598	Level 4	46,845	48,953	50,911
Enrolments 801+	41,261	Level 4	46,845	48,953	50,911

## 6. Modern Award Employers

Teachers employed by an Employer under the *Educational Services (Teachers) Award 2020* and who were receiving an allowance for holding a promotion or leadership position immediately prior to 1 January 2025 will translocate from the first full pay period on or after 1 February 2025 in accordance with **Table 6** of this Schedule.

**Table 6**

Previous Promotion Position Allowance	Existing allowance (1 July 2024) \$	New Leadership Allowance	Allowance effective from the first full pay period on or after 1 February 2025 \$	Allowance effective from the first full pay period on or after 1 February 2026 \$	Allowance effective from the first full pay period on or after 1 February 2027 \$
Level 1 Category C (between 100-299 students)	4,412.84	N/A			
Level 2 Category C (between 100-299 students)	2,801.80	Level 1	9,958	10,406	10,822
Level 3 Category C (between 100-299 students)	1,120.72	Level 1	9,958	10,406	10,822
Level 1 Category B (between 300-600 students)	4,903.15	Level 2	19,750	20,639	21,465
Level 2 Category B (between 300-600 students)	3,327.14	Level 2	19,750	20,639	21,465
Level 3 Category B (between 300-600 students)	1,646.06	Level 2	19,750	20,639	21,465
Level 1 Category A (more than 600 students)	5,603.60	Level 2	19,750	20,639	21,465
Level 2 Category A (more than 600 students)	3,852.48	Level 2	19,750	20,639	21,465
Level 3 Category A (more than 600 students)	1,926.24	Level 3	29,707	31,044	32,286

## 7. Santa Sabina College

Teachers employed by an Employer under the *Santa Sabina College (Teachers) Enterprise Agreement 2017* and who were receiving an allowance for holding a promotion or leadership position immediately prior to 1 January 2025 shall be translocated from the first full pay period on or after 1 February 2025 in accordance with **Table 7** of this Schedule below.

**Table 7**

Previous Promotion Position Allowance	Existing allowance (1/2/2020) \$	New Leadership Allowance	Allowance effective from the first full pay period on or after 1 February 2025 \$	Allowance effective from the first full pay period on or after 1 February 2026 \$	Allowance effective from the first full pay period on or after 1 February 2027 \$
Level 1	8,925	Level 1	9,958	10,406	10,822
Level 2	17,704	Level 2	19,750	20,639	21,465
Level 3	26,630	Level 3	29,707	31,044	32,286
Level 4	41,993	Level 4	46,845	48,953	50,911

## 8. Hunter Trade College

NSW Teachers employed under the *Hunter Trade College Enterprise Agreement 2020-2022* and who were receiving an allowance for holding a promotion or leadership position immediately prior to 1 January 2025 shall be translocated from the first full pay period on or after 1 February 2025 in accordance with **Table 8** of this Schedule below.

**Table 8**

Previous Promotion Position Allowance	Existing allowance (2022) \$	New Leadership Allowance	Allowance effective from the first full pay period on or after 1 February 2025 \$	Allowance effective from the first full pay period on or after 1 February 2026 \$	Allowance effective from the first full pay period on or after 1 February 2027 \$
Coordinator 1	8,571	Level 1	9,958	10,406	10,822
Coordinator 2	17,138	Level 2	19,750	20,639	21,465
Coordinator 3	25,708	Level 3	29,707	31,044	32,286
Assistant Principal Allowance (where enrolments exceed 200 students)	33,759	Translocation Level 3B	38,276	39,998	41,598

# 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) **“Educational Leader”** means a Teacher employed in the service who is required to discharge the responsibilities of the educational leader under Regulation 118 of the *Education and Care Services National Regulations 2011*.
- (c) **“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.
- (d) **“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.

- (e) **“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.
- (f) **“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 6, Director's Allowances 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:

Calculation of Entitlement	
Prior to 31 December 1997	0.866 weeks per year.
1 January 1998 to 31 December 1998	1.05 weeks per year.
1 January 1999 to 28 January 2001	1.05 weeks per year up to 10 years 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 6 – 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) **“Educational Leader”** means a Teacher employed in the service who is required to discharge the responsibilities of the educational leader under Regulation 118 of the Education and Care Services National Regulations 2011. The educational leader’s allowance is payable in addition to any director’s allowance payable under Table 6 of Schedule 1. Where an employee is required to act as educational leader for less than 5 days per week, the annual educational leader’s allowance prescribed in Table 6 of Schedule 1 will be payable on a pro rata basis calculated by reference to the number of days per week the employee is required to act as educational leader.
- (b) **‘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.
- (c) **‘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 Highly Accomplished and Lead Teacher 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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Careers Stage	Accrediting Authority	Salary Band
Graduate Teacher	TQI/NESA	Step 1.1 – NSW Level 1 – ACT
Proficient Teacher	TQI/NESA	Step 2.1 – NSW Level 4 - ACT
Accomplished Teacher (formerly Experienced Teacher)	ISTAA	Accomplished Teacher Allowance
Highly Accomplished and Lead Teacher (formerly Professional Excellence Allowance)	TQI/NESA	Highly Accomplished and Lead Teacher Allowance

# Schedule 5 – Workplace Delegates Rights

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- 1.1. This schedule provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with **Schedule 5 – Workplace Delegates Rights**.

- 1.2. In **Schedule 5 – Workplace Delegates Rights**:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

- 1.3. Before exercising entitlements under Schedule 5 – Workplace Delegates Rights, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

- 1.4. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

- 1.5. **Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

#### 1.6. **Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under **clause 1.5**. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

#### 1.7. **Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under **clause 1.7(a)** if:
  - (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### 1.8. **Entitlement to reasonable access to training**

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

#### 1.9. **Exercise of entitlements under Schedule 5 – Workplace Delegates Rights**

- (a) A workplace delegate's entitlements under **Schedule 5 – Workplace Delegates Rights** are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an employee;
  - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) **Schedule 5 – Workplace Delegates Rights** does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

- (c) **Schedule 5 – Workplace Delegates Rights** does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act , the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or **Schedule 5 – Workplace Delegates Rights**.



# Schedule 6 – Legal Entities and Schools Covered by this Agreement

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Trading Name	Legal Entity
Abbotsleigh School	Council of Abbotsleigh
Aetaomah	Sun Artistry Limited
Al Amanah College Ltd	Al Amanah College Ltd
Al Sadiq College Ltd	Al Sadiq College Ltd
Al Zahra College Ltd	Al Zahra College Limited
Alexander Primary School	Armenian General Benevolent Union School Inc
Al-Faisal College	Al-Faisal College Limited
All Saints Greek Orthodox Grammar School	All Saints Greek Orthodox Grammar School
Allegra School Coffs Harbour	Coffs Coast Education and Training Organisation
Alpha Omega Senior College	Alpha Omega Senior College Ltd
Amity College	Amity College Australia Limited
Arden Anglican School	Arden Anglican School Council
Arkana College	Arkana College Ltd
Arndell Anglican College	Anglican Schools Corporation
Arrahman College	Arrahman College Limited
Ascham School Ltd	Ascham School Ltd
Aspect Central Coast School	Autism Spectrum Australia (ASPECT)
Aspect Hunter School	Autism Spectrum Australia (ASPECT)
Aspect Macarthur School	Autism Spectrum Australia (ASPECT)
Aspect Riverina School	Autism Spectrum Australia (ASPECT)
Aspect South Coast School	Autism Spectrum Australia (ASPECT)
Aspect South East Sydney School	Autism Spectrum Australia (ASPECT)
Aspect Vern Barnett School	Autism Spectrum Australia (ASPECT)
Aspect Western Sydney School	Autism Spectrum Australia (ASPECT)

Trading Name	Legal Entity
Aurora Southern Highlands Steiner School	Southern Highlands Company for Steiner Education Limited
Australian International Academy of Education Limited	Australian International Academy of Education Limited
Australian Islamic College of Sydney	Australian Islamic College of Sydney
Barker College	The Council of Barker College
Barrenjoey Montessori School	Avalon Montessori Association
Bellfield College	Bellfield Group Limited
Bethel Christian School	Bethel Christian School Limited
Bhaktivedanta Swami Gurukula	Bhaktivedanta Swami Gurukula Limited
Biala Special School	Biala Support Services Ltd
Bishop Druitt College	Bishop Druitt College Council
Bishop Tyrrell Anglican College	Bishop Tyrrell Anglican College
Blacktown Youth College Incorporated	Blacktown Youth College Incorporated
Blue Mountains Grammar School	Blue Mountains Grammar School Ltd
Blue Mountains Steiner School	The Blue Mountains Waldorf School Ltd
Broughton Anglican College	Campbelltown Anglican Schools Council
Byron Community Primary School	Byron Community Primary School Inc
Calrossy Anglican School	Calrossy Anglican School
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
Cape Byron Rudolf Steiner School Limited	Cape Byron Rudolf Steiner School Limited
Casuarina School	The Casuarina School Co-operative Ltd
Central Coast Grammar School	Central Coast Grammar School Ltd
Central Coast Sports College	Central Coast Sports College Ltd

Trading Name	Legal Entity
Central Coast Steiner School	Central Coast Steiner School Limited
Central West Leadership Academy	Central West Leadership Academy Limited
Christadelphian Heritage College Sydney	Christadelphian Heritage College Sydney Ltd
Chrysalis Steiner School	Chrysalis School For Rudolf Steiner Education Ltd
Clarence Valley Anglican School	Clarence Valley Anglican School
Claremont College	Anglican Schools Corporation
Coogee Boys' Preparatory School Pty Ltd	Coogee Boys' Preparatory School Pty Ltd
Craig Davis College	Youth Off The Streets Limited
Cranbrook School	Cranbrook School
Currambena School	Currambena Ltd
DALE Christian School	St Philip's Christian Education Foundation Ltd
Danebank - An Anglican School for Girls	Anglican Schools Corporation
Darkinjung Barker	The Council of Barker College
Dhupuma Barker	The Council of Barker College
Ebenezer Christian College	The Ebenezer Foundation Ltd
Eden College	Youth Off The Streets Limited
Elonera Montessori School	Elonera Ltd
Elouera Special School	Elouera Association Ltd
Emanuel School	Emanuel School
Emmanuel Anglican College	Emmanuel Anglican College Council
ET Australia Secondary College	Employment and Training Australia Limited
Farmhouse Montessori School	Manly Warringah Montessori Society
Forestville Montessori School	The Peninsula Montessori Association Ltd
Frensham School	Winifred West Schools Ltd
Georges River Grammar	Georges River Grammar School Ltd
German International School Sydney	German School Johannes Gutenberg
Gib Gate School	Winifred West Schools Ltd
Glenaeon Rudolf Steiner School Limited	Glenaeon Rudolf Steiner School Limited

Trading Name	Legal Entity
GOAL College	SEDA College NSW Limited
Gumbaynggirr Giingana Freedom School	Bularri Muurlay Nyanggan Aboriginal Corporation
Hamazkaine Arshak And Sophie Galstaun College Limited	Hamazkaine - Arshak & Sophie Galstaun School Limited
Hawkesbury Independent School Inc	Hawkesbury Independent School Inc
Heritage College Lake Macquarie	Christadelphian Heritage College Incorporated
Highfields Preparatory & Kindergarten School	Highfields Preparatory & Kindergarten School Limited
Hills Montessori School	Hills Montessori Society
Hunter Trade College	Hunter Trade College Ltd
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
International Maarif Schools of Australia	Australian Turkish Maarif Foundation Limited
Italian Bilingual School	CO AS IT Italian Association of Assistance
John Colet Schools	John Colet Schools
Kamaroi Rudolf Steiner School Limited	Kamaroi Rudolf Steiner School Limited
Kambala	Kambala
Karuna Montessori School	Northern Beaches Montessori Association
Kesser Torah College	Kesser Torah College Limited
Key College	Youth Off The Streets Limited
Kincoppal Rose Bay School Of The Sacred Heart	Kincoppal - Rose Bay School
Kindlehill School	Kindlehill Ltd
Kinma School	Kinma Limited
Kinross Wolaroi School	Kinross Wolaroi School

Trading Name	Legal Entity
Knox Grammar School	Knox Grammar School
Korowal School	Korowal School Limited
Lakes Grammar - An Anglican School	Lakes Grammar An Anglican School
Lindfield Montessori Preschool	Lindfield Montessori Society Incorporated
Lindisfarne Anglican Grammar School	Lindisfarne Anglican School
Linuwel School Ltd	Linuwel School Ltd
Living School	Living Schools Global Limited
Loreto Kirribilli Limited	Loreto Kirribilli Limited
Loreto Normanhurst	Loreto Normanhurst Limited
Lorien Novalis School	Lorien-Novalis School for Rudolf Steiner Education Ltd
Lutheran School Wagga Wagga	Lutheran School Wagga Wagga Limited
Lycee Condorcet The International French School of Sydney	Lycee Condorcet The International French School of Sydney Ltd
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
Manning Valley Anglican College	Manning Valley Anglican College Anglican Diocese of Newcastle
Margaret Jurd College	Margaret Jurd College (NSW) Limited
Marri Mittag	The Council of Barker College
Masada College	Masada College
Meriden School	Meriden School
Minarah College	Green Valley Islamic College Ltd
Minimbah Aboriginal Primary School	Minimbah Pre-School, Primary School Aboriginal Corporation
MLC School	MLC School

Trading Name	Legal Entity
Moama Anglican Grammar School	Moama Anglican Grammar Ltd
Monte Sant Angelo Mercy College Limited	Monte Sant' Angelo Mercy College Limited
Montessori East	Eastern Suburbs Montessori Association Limited
Montgrove College	PARED Ltd
Moriah College	Moriah War Memorial College Association
Mosman Church of England Preparatory School Limited	Mosman Church of England Preparatory School Limited
Mount Annan Christian College	Mount Annan Christian College Ltd
Mount Sinai College	Mount Sinai College
Mumbulla School for Rudolf Steiner Education	Mumbulla School for Rudolf Steiner Education Limited
Muslim Girls Grammar Limited	Muslim Girls Grammar Limited
Narnia Christian Pre School	St Philip's Christian Education Foundation Ltd
New England Girls School	NEGS Limited
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 Ltd
Northside Montessori School	Northside Montessori Society
Nowra Anglican College	Anglican Schools Corporation
Odyssey House NSW	Odyssey House NSW
Oran Park Anglican College	Anglican Schools Corporation
Orana Steiner School	Canberra Rudolf Steiner School Association Incorporated
Orange Anglican Grammar School	Anglican Schools Corporation
Oxford Falls Grammar	Oxford Falls Grammar School Limited
Oxley College	Oxley College Ltd
Penrith Anglican College	Anglican Schools Corporation

Trading Name	Legal Entity
PLC Armidale	Presbyterian Ladies College Armidale
PLC Sydney	Presbyterian Ladies College Sydney
Pymble Ladies' College	Pymble Ladies' College
Queenwood School for Girls	Queenwood School for Girls Ltd
Radford College	Radford College Limited
Ravenswood School For Girls	Ravenswood School for Girls
Redfern Jarjum College Ltd	Redfern Jarjum College Ltd
Redfield College	PARED Ltd
Richard Gill School	The Richard Gill National Music Academy Limited
Richard Johnson Anglican School	Anglican Schools Corporation
Rissalah College	Rissalah College Ltd
Roseville College	Anglican Schools Corporation
Rouse Hill Anglican College	Anglican Schools Corporation
Saint Ignatius' College Riverview Limited	Saint Ignatius' College Riverview Limited
St Luke's Grammar School	Anglican Schools Corporation
Saint Mark's Coptic Orthodox College	Saint Mark's Coptic Orthodox College
Saint Mary MacKillop College Albury	Saint Mary MacKillop College Albury Limited
Saint Mary MacKillop Colleges	Saint Mary MacKillop Colleges Limited
Salamah College Limited	Salamah College Limited
Santa Sabina College	Santa Sabina College Ltd
Sapphire Coast Anglican College	Sapphire Coast Anglican College
Sathya Sai College	Sathya Sai College Limited
SCECGS Redlands	SCECGS Redlands Limited
SCEGGS Darlinghurst	SCEGGS Darlinghurst Ltd
Scone Grammar School	St Lukes Scone Grammar School Council
Scots All Saints College	Scots All Saints College
Shearwater the Mullumbimby Steiner School Ltd	Shearwater The Mullumbimby Steiner School Limited
Shellharbour Anglican College	Anglican Schools Corporation

Trading Name	Legal Entity
Sherwood Hills Christian School Ltd	Sherwood Hills Christian School Ltd
Shire Christian School	The Sutherland Shire Christian School Association Limited
Skillset Senior College	Skillset Senior College Ltd
Snowy Mountains Grammar School	Snowy Mountains Grammar School Limited
Southside Montessori School	Southside Montessori Society
St Aloysius' College	St Aloysius' College
St Andrew's Cathedral Gawura School	St Andrew's Cathedral Gawura School
St Andrew's Cathedral School	The Council of St Andrew's Cathedral School
St Bishoy Coptic Orthodox College	St Bishoy Coptic Orthodox College
St Catherine's School Sydney	The Council of St Catherine's School, Waverley
St Columba Anglican School	St Columba Anglican School Council Incorporated
St Dominic Savio School	Society of St Pius X Ltd
St Euphemia College	St Euphemia College
St Narsai Assyrian Christian College	Assyrian Christian Schools Limited
St Hurmizd Assyrian Primary School	Assyrian Christian Schools Limited
St John's Lutheran School Jindera Ltd	St John's Lutheran School Jindera Ltd
St Mary and St Mina's Coptic Orthodox College	St Mary and St Mina's Coptic Orthodox College
St Paul's College	St Paul's College Ltd
St Paul's Grammar School	St Pauls Grammar School Penrith Ltd
St Paul's Lutheran Primary School Henty Incorporated	St Pauls Lutheran Primary School Henty Incorporated
St Peter's Anglican College	St Peter's Anglican College
St Peter's Anglican Grammar	Campbelltown Anglican Schools Council
St Peter's Heart	Campbelltown Anglican Schools Council
St Philip's Christian College Cessnock	St Philip's Christian Education Foundation Ltd
St Philip's Christian College Gosford Campus	St Philip's Christian Education Foundation Ltd



Trading Name	Legal Entity
St Philip's Christian College Gosford Preschool	St Philip's Christian Education Foundation Ltd
St Philip's Christian College Newcastle	St Philip's Christian Education Foundation Ltd
St Philip's Christian College Port Stephens	St Philip's Christian Education Foundation Ltd
St Sava College	St Sava College Ltd
St Spyridon College	The Greek Orthodox Parish of St Spyridon Sydney
St Stanislaus' College Bathurst	St. Stanislaus' College Bathurst
Stella Maris College	Stella Maris College
Sydney Japanese International School	Sydney Japanese School Limited
Sydney Montessori School	Sydney Montessori School Limited
Tallowood School Inc	Tallowood Steiner School Inc
Tambelin Independent School	Tambelin Independent School Inc
Tangara Girls School	PARED Ltd
Tara Anglican School for Girls	The Council of Tara Anglican School For Girls
The Anglican School Googong	The Anglican School Googong
The Armidale School	The Armidale School
The Bowen College	Youth Off The Streets Limited
The Burgmann Anglican School	The Burgmann Anglican School
The Central Coast Montessori Primary School	The Central Coast Montessori Primary School Limited
The Hills Grammar School	The Hills Grammar School
The Illawarra Grammar School	The Illawarra Grammar School
The Joseph Varga School	The Joseph Varga 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 Pittwater House Schools	The Pittwater House Schools Ltd
The Riverina Anglican College	The Riverina Anglican College

Trading Name	Legal Entity
The Scots College	The Presbyterian Church (New South Wales) Property Trust
The Scots School Albury	The Scots School Albury
The Small School	The Small School Ltd
Thomas Hassall Anglican College	Anglican Schools Corporation
TLK Youth College	Tuggerah Lakes Community College Limited
Unity Grammar College	Unity Grammar College Ltd
Vistara Primary School	Ananda Marga Pracaraka Samgha Ltd Vistara Primary School
Warrah Specialist School	Warrah Society
Wenona School Ltd	Wenona School Ltd
Western Riverina Community College	Western Riverina Community College Incorporated
Westmead Christian Grammar School	Westmead Christian Grammar School Limited
William Carey Christian School	Liverpool/Campbelltown Christian School Ltd
William Clarke College	The William Branwhite Clarke College Council
Wollemi College	PARED Ltd
Wollondilly Anglican College	Anglican Schools Corporation
Woodbury Autism Education and Research Limited	Woodbury Autism Education and Research Limited
Zahra Grammar School	Zahra Education Incorporated

# Schedule 7 – Legal Entities and Schools where Special Education Allowance applies

Teachers in the following schools are entitled to the special education allowance set out in clause 8.6(b) of the Agreement, and as set out in Item 4 and Item 5 of **Table 5 – Other Allowances of Schedule 1 – Salary Scales and Allowances**:

Trading Name	Legal Entity
Aspect Central Coast School	Autism Spectrum Australia (ASPECT)
Aspect Hunter School	Autism Spectrum Australia (ASPECT)
Aspect Macarthur School	Autism Spectrum Australia (ASPECT)
Aspect Riverina School	Autism Spectrum Australia (ASPECT)
Aspect South Coast School	Autism Spectrum Australia (ASPECT)
Aspect South East Sydney School	Autism Spectrum Australia (ASPECT)
Aspect Vern Barnett School	Autism Spectrum Australia (ASPECT)
Aspect Western Sydney School	Autism Spectrum Australia (ASPECT)
Biala Special School	Biala Support Services Ltd
DALE Christian School	St Philip's Christian Education Foundation Ltd
Elouera Special School	Elouera Association Ltd
Odyssey House NSW	Odyssey House NSW
Warrah Specialist School	Warrah Society
Woodbury Autism Education and Research Limited	Woodbury Autism Education and Research Limited

# Signing Page

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**EXECUTED** as an agreement.

**SIGNED** for and on behalf of the **Employers listed in Schedule 4 – Employer and Schools Covered by this Agreement** by an authorised officer in the presence of

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Name of authorised officer

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Address of authorised officer

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Office held

**SIGNED** for and on behalf of the **Independent Education Union of Australia** as a representative of Employees by an authorised officer in the presence of

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Name of authorised officer

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Address of authorised officer

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Office held