

Christian Schools NSW  
(Teachers) Multi-Enterprise Agreement  
2023

# **Christian Schools NSW (Teachers) Multi-Enterprise Agreement 2023**

## **TABLE OF CONTENTS**

### **Part 1 - Application and Operation**

1. Title
2. Making, Commencement, Nominal Expiry Date and Operation
3. Definitions and Interpretation
4. Coverage
5. Access to the Agreement and the National Employment Standards
6. The National Employment Standards and this Agreement
7. Agreement flexibility

### **Part 2 - Consultation and Dispute Resolution**

8. Consultation regarding Major Workplace Change and Redundancy
9. Dispute resolution

### **Part 3 - Types of Employment, Terms of Engagement and Termination of Employment**

10. Types of Employment and Terms of Engagement
11. Termination of Employment and Suspension
12. Redundancy

### **Part 4 - Duties, Classifications, Salary Scales, Allowances and Related Matters**

13. Duties and Classifications
14. Pay
15. Positions of Responsibility
16. Allowances
17. Payment of Salary
18. Superannuation

### **Part 5 - Hours of Work and Related Matters**

19. Ordinary Hours of Work
20. Breaks

### **Part 6 - Leave and Public Holiday**

21. Annual Leave

22. Pro rata payment of salary for time when attendance is not required, inclusive of annual leave
23. Annual leave loading
24. Personal/carer's leave and compassionate leave
  - 24.1 Personal (sick) leave
  - 24.2 Transitional Provisions
  - 24.3 Accessing Personal/Carer's Leave
  - 24.4 Personal/Carer's Leave Accumulation
  - 24.5 Personal / Carer's Leave Evidentiary Matters (Documentation)
  - 24.6 General Requirements
  - 24.7 Unpaid Carer's Leave
  - 24.8 Personal Carer's Leave Entitlement for Casual Teachers
  - 24.9 Compassionate Leave
  - 24.10 Conditions on taking Compassionate Leave
  - 24.11 Unpaid Compassionate Leave - Casual Teachers
25. Leave to Deal with Family and Domestic Violence Leave
26. Unpaid Parental leave and New Parent Bonus
  - 26.1 General
  - 26.2 Concurrent parental leave
  - 26.3 New parent bonus
  - 26.4 Parental leave entitlement for casual teachers
  - 26.5 Right to request
  - 26.6 Communication during parental leave
27. Community service leave
  - 27.1 Military Reserve Leave
  - 27.2 Jury Service Leave
28. Public holidays
29. Application of NES and Leave Arrangements in this Agreement
30. Long service leave
31. Portable long service leave scheme
32. Study leave
33. Paid Natural Disaster Leave

**Part 7 - Teacher induction, development, accreditation and professional standards**

34. Teacher induction and skill development
35. Teacher accreditation and professional standards

**Part 8 - Union Representation**

36. Union representatives

## **Part 9 - Faith Basis of Schools**

37. Faith Basis, Statement of Faith, Lifestyle and Values

### **Schedules**

#### **Schedule A - Monetary Rates**

**Table 1A - Salaries**

**Table 1B - Allowances for Positions of Responsibility**

**Table 1C - Directors Allowances - Pre-schools**

**Table 2 - Other Rates and Allowances**

**Table 3 - Casual Rates (Daily, Half Daily, Pre-school - Quarter daily)**

#### **Schedule B - Individual Flexibility Agreements**

#### **Schedule C - Consultation and Redundancy**

#### **Schedule D - Dispute Resolution**

#### **Schedule E - Teacher Classifications**

#### **Schedule F - Particular Conditions of Pre-school Teachers**

#### **Schedule G - Positions of Responsibility**

#### **Schedule H - List of Employers and Schools covered by this Agreement**

## Part 1 - Application and Operation

### 1. Title

This Agreement shall be known as the *Christian Schools NSW (Teachers) Multi-Enterprise Agreement 2023*.

### 2. Making, Commencement, Nominal Expiry Date and Operation

#### 2.1 Making

This Agreement has been made under the provisions of the *Fair Work Act 2009* covering multi enterprise agreements between the Schools listed in **Schedule H – List of Employers and Schools Covered by this Agreement** and the persons employed as teachers (as defined by this Agreement) at those schools at the time of voting for the Agreement who will be covered by the Agreement.

#### 2.2 Commencement and Application

This Agreement commences on the date which is 7 days after approval of the Agreement by the Fair Work Commission. It applies to schools listed in **Schedule H** and teachers employed in those schools, covered by this Agreement pursuant to **clause 4** of the Agreement, whilst this Agreement is in operation.

#### 2.3 Nominal Expiry Date

The nominal expiry date of this Agreement is 31 January 2027.

#### 2.4 Operation

This Agreement will operate from the date of commencement until it is terminated or replaced.

### 3. Definitions and Interpretation

#### 3.1 In this Agreement, unless the contrary intention appears:

**Accreditation to teach** means accreditation at any level under the professional teaching standards approved by the NSW Minister for Education pursuant to the *Teachers Accreditation Act 2004* (NSW) or under any standards that replace these standards.

**Act** means the *Fair Work Act 2009* (Cth).

**Award** means the *Educational Services (Teachers) Award 2020*.

**NESA** means NSW Education Standards Authority and any body that replaces it.

**campus principal** means any employee appointed to be the Head or Principal of a geographically or organisationally distinct campus of a school.

**conditionally classified three year trained teacher** means either:

- (i) a teacher who is a graduate and has completed a degree course that requires three years of full-time study, other than a graduate to whom the definition of 4 or 5 year trained teacher applies, and who has been granted conditional accreditation by NESAs;
- (ii) a person who has completed 3 years of a 4 year degree in teacher education or early childhood education that requires four years of full-time study at an Australian university, and who has been granted conditional accreditation by NESAs.

**conditionally classified four year trained teacher** means a teacher who is a graduate and has completed a degree course that requires four years of full-time study, other than a graduate to whom the definition of 4 or 5 year trained teacher applies.

**degree course** means a course of study at a recognised higher education institution of at least three years full-time duration, or its part time equivalent, which on completion would lead to the conferring of a bachelor degree.

**deputy principal** means a teacher appointed as such, irrespective of title, in a primary or secondary department, or across a whole school, who assists the Principal in his or her responsibility for the conduct and organisation of the school.

**director** means the person appointed by the employer to be responsible for the overall management and administration of a service in which an early childhood/pre-school teacher is employed.

**employer** means an employer covered by this Agreement.

**equivalent qualifications or equivalent course** means a qualification or a course which is specified in **Schedule E – Teacher Classifications** of this Agreement as being equivalent to the qualification or course prescribed by the clause in question to this Agreement, which the school and the teacher agree is equivalent to the course in question, or which the Fair Work Commission determines as being so equivalent.

**five year trained teacher** means a teacher who has obtained a degree that requires four years of full-time study at an Australian university and in addition has satisfactorily completed a postgraduate diploma or higher qualification in teacher education at an Australian university requiring at least one year of full-time study, has completed a degree in teacher education at an Australian University that requires the completion of five years full time study, holds equivalent qualifications or was classified as a five year trained teacher at the commencement of this Agreement.

**four year trained teacher** means a teacher who has completed a degree in teacher education or early childhood education that requires four years of full-time study at an Australian university, or is a graduate who holds a Diploma of Education from a

recognised higher education institution or has satisfactorily completed at least a one year full-time course in teacher education at a recognised higher education institution, or has acquired other equivalent qualifications.

**graduate** means a teacher who holds a degree from a recognised higher education institution.

**load** (in the context of a teacher's load) means the proportion of the face to face teaching (or equivalent) duties of a full time teacher to be performed by an individual teacher in the school attended by that teacher, expressed as a fraction or proportion of one.

**MySuper Product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

**NES** means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth).

**non-term weeks** means weeks in the school year other than term weeks and include periods designated as school holidays for students; where a pre-school operates according to terms that approximate school terms, non-term weeks will have the same meaning.

**position of responsibility** means one of the positions described in **clause 15.3** and **Schedule G - Positions of Responsibility**.

**pre-school** means an early childhood service run by a school which usually operates during hours and terms which approximate those of the school, and includes an early learning centre, kindergarten, prep, or day school, principally for children expected to progress to the year that is one year before grade 1 (foundation or kindergarten) the following year, but not an early childhood services centre operating 48 weeks or more per year as defined in **clause F2(d) of Schedule F – Particular Conditions of Pre-school Teachers**.

**primary department** means that section or division of a school which provides a primary education (including infants) and includes a school which provides a primary education only.

**principal** means the employee appointed by the employer to the most senior position in a school.

**proficient teacher** means a teacher who has obtained accreditation at the level of Proficient Teacher under the National Professional Standards for Teachers and includes accreditation at the level of professional competency under the professional teaching standards approved by the Minister for Education NSW pursuant to the *Teacher Accreditation Act 2004* (NSW).

**proficient pending teacher** means a Teacher who has a minimum period of full-time equivalent teaching service as set out in subclause 13.6, and has Provisional Teacher accreditation but does not have NES A Proficient Teacher accreditation for one of the following reasons:

- (i) the Teacher previously had Proficient Teacher status (or was a pre-2004 teacher in NSW) but no longer has that status with NESAs;
- (ii) the Teacher was previously employed in another state or territory in Australia, has obtained Proficient Teacher status in that jurisdiction and is seeking mutual recognition of that status with NESAs;

**recognised higher education institution** means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former college of advanced education recognised by the Tertiary Education Commission or a successor body.

**recognised school** means a school registered under the provisions of the *Education Act 1990* (NSW) or any registered special school within the meaning of that Act, or school for the disabled.

**school** includes the employer entity and any pre-school attached to or operated by a school.

**school service date** means the day teachers (covered by this Agreement) are required to attend the school (or pre-school) for the new educational year or the calendar year, as determined by the school.

**school year** means the period of 12 months from the day teachers (covered by this Agreement) are required to attend a school (or pre-school) for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks.

**secondary department** means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.

**senior teacher** means a teacher who, before the commencement of this Agreement, was classified as a Senior Teacher 1 or Senior Teacher 2.

**teacher** means a person employed as such to assist the Principal in the work of the school and who performs duties which include, but are not limited to, delivering an educational programme, assessing student participation in an education programme, administering an education programme and performing other duties incidental to the delivery of the education programme; and includes a teacher/librarian and teacher in a senior leadership position, but not a principal, or campus principal not covered by this Agreement.

**term weeks** means the weeks in the school year that students are required to attend school as set out in the school calendar of each school; where a pre-school operates according to terms that approximate school terms, term weeks will have the same meaning.

**union** means the Independent Education Union of Australia.

- 3.2** Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.



## 4. Coverage

- 4.1 This Agreement, subject to **clauses 4.2 and 4.3**, covers the employers listed in **Schedule H – List of Employers and Schools Covered by this Agreement** and teachers employed at the schools in **Schedule H**, including at any pre-school attached to or operated by a school, in respect of all work done by a teacher as an employee.
- 4.2 The Agreement does not cover an employee excluded from award coverage by the Act.
- 4.3 This Agreement does not cover:
- (a) a principal, or campus principal earning at least 12.5% more than a deputy principal on the same campus of the school would earn and who meets the definition of high income employee under section 329 of the Act, however named;
  - (b) a person engaged solely to instruct students on an individual basis for example, in the areas of music, language (including LOTE), dance and/or to instruct students in choir, band, string ensemble or other similar small group (but not including an employee teaching the school curriculum);
  - (c) a sports coach, assistant, or trainer (other than a teacher);
  - (d) a person employed as a teacher's/integration aide, helper, classroom assistant, or supervisor in or in connection with childcare, pre-school, long day care centres, child-minding centres or outside of school hours or vacation care services;
  - (e) a member of a recognised religious teaching order and/or Minister of Religion or Church pastor (except where engaged as a teacher) or a person engaged for the purpose of religious instruction, supervision of prayers, or to undertake other religious duties of a non-teaching nature; and
  - (f) psychologists or counsellors (unless appointed as teachers).

## 5. Access to the Agreement and the National Employment Standards

The school will make available copies of this Agreement and the NES to all teachers to whom they apply.

## 6. The National Employment Standards and this Agreement

This Agreement does not exclude the NES. The NES and this Agreement contain minimum conditions of employment for employees covered by this Agreement.

## 7. Agreement flexibility

- 7.1 Notwithstanding any other provision of this Agreement, a school and a teacher may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the school and the teacher, as provided in **Schedule B - Individual Flexibility Agreements**.
- 7.2 However, for such an agreement to take effect, the agreement must result in the teacher being better off overall than would have been the case if no flexibility agreement was entered into between the teacher and the school.

## **Part 2 - Consultation and Dispute Resolution**

### **8. Consultation Regarding Major Workplace Change and Redundancy**

A school shall consult in connection with the introduction of major change likely to have significant effects on teachers and changes to regular rosters and ordinary hours of work. This requirement is dealt with in **Schedule C - Consultation and Redundancy**.

### **9. Dispute Resolution**

In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, the parties will follow the disputes procedure in **Schedule D - Dispute Resolution**.

## **Part 3 - Types of Employment, Terms of Engagement, Termination of Employment and Related Matters**

### **10. Types of Employment and Terms of Engagement**

#### **10.1 Types (Categories) of Employment**

Teachers under this Agreement will be employed in one of the following categories:

- (a) Ongoing employment on an indefinite full-time basis;
- (b) Ongoing employment on an indefinite part-time basis;
- (c) Casual employment; or
- (d) Temporary full-time or part-time employment, being employment that is not for an indefinite period but rather is for a specified maximum term or for a specified task.

#### **10.2 Terms of Engagement**

- (a) On appointment, the school will provide a teacher (other than a casual teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, the teacher's normal face-to-face teaching load, general details of their requirements to perform extra-curricular duties and an outline of superannuation benefits available to teachers at the school.
- (b) In the case of a part-time teacher, the letter of appointment will include the teacher's teaching load expressed as a percentage of a full-time load in the school and provide that their requirements to perform extra-curricular duties will generally be, on balance, overall, in the same proportion to their teaching load as that of a full-time teacher.
- (c) Where the school engages a teacher on a temporary basis, the letter of appointment will inform the teacher of the fact and reason the employment is temporary (for example, to replace a teacher on leave), the date of commencement and the proposed or expected period of the employment.

#### **10.3 Full-time Employment**

A full-time teacher is a teacher other than a part time or casual teacher and is usually engaged to work an average of 38 ordinary hours per week, averaged over a 12 month period (less 4 weeks annual leave and public holidays).

#### **10.4 Part-time Employment**

- (a) A part-time teacher is a teacher who is engaged to work on a regular basis for not more than 90% of the load of a full-time teacher in the school.
- (b) Subject to **subclause 10.4(c)** below, if the load of a part-time teacher rises above 90%, the teacher will be considered to be full-time.

- (c) A teacher (full-time or part-time) who requests to work above 90% of a full-time load, but less than full-time, will not be considered to be full-time and will be remunerated for the actual load worked, if a school agrees to the teacher's request. Any such agreement will be recorded in writing and will include the length of the term of the arrangement and the scheduling of time.
- (d) A school cannot vary a part-time teacher's teaching load or days of attendance unless:
  - (i) The teacher consents; or
  - (ii) Where such a variation is required as a result of a change in funding, enrolment, programme, timetabling, staffing, or curriculum, the school provides four weeks' notice in writing, or, where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of four weeks (or five weeks if the teacher is over 45 and has been employed for more than 5 years).

Any such variation will be recorded in writing, including, where applicable, the length of time of the variation (for example, whether it is for a school year or 1 or more terms) and any special timetabling arrangements agreed to (for example any days or part days not worked) and kept in the school's wages records.

- (e) If a school proposes a variation to a part-time teacher's load, the variation proposed would result in the teacher's load being reduced by more than 25%, following discussions the teacher does not accept the proposed variation, and the school determines to implement such variation, the teacher may elect to treat their employment as at an end due to redundancy or to accept the variation and remain in employment.

[Note: **subclause 10.4(d)(ii)** is intended to permit variations in the load of a part-time teacher effective from the beginning of a school year in that school. It is not intended to operate at other times during a school year, other than in exceptional circumstances. Such circumstances may include, but are not limited to, a significant reduction in students below budgeted student enrolments (for example, a significant number of students being withdrawn from or otherwise leaving the school), students changing their subject choices, the unexpected withdrawal or other cessation of funding, or a teacher becoming unable to teach for an extended period of time.]

## **10.5 Casual Employment**

- (a) Casual employment means a casual employee as defined by the Act. A teacher may be engaged on a casual basis for a block of time, for example, Monday to Friday inclusive.
- (b) A casual engagement generally will not exceed more than four consecutive term weeks. However, a casual engagement may continue beyond 4 weeks and up to one term where the casual teacher is replacing a teacher absent or on a modified work arrangement for a period which extends beyond four weeks and such longer absence or modified work arrangement was not anticipated when the casual teacher was engaged, or, where the casual teacher and the school agree.

- (c) A casual teacher may be entitled to be offered or request casual conversion in accordance with the Act.

## **10.6 Temporary Employment for a Specified Maximum Term or Specified Task**

- (a) A teacher may be employed on a temporary basis:
  - (i) In a position that is not an ongoing position, including as a (temporary) replacement employee for an employee holding an ongoing position.
  - (ii) In a new position that is being trialled, for up to one school year.
  - (iii) Where the school's staffing levels will, or are likely to, be reduced in the following year overall or in a department or section.
  - (iv) Where an ongoing position has not been able to be filled using normal selection processes and criteria and the teacher has been informed of this in writing prior to the appointment.
  - (v) To replace a teacher whose employment ends during a school year, until the end of the school year.
- (b) A teacher may be employed either full-time or part-time on a temporary basis for a specified maximum period of time for a period of at least four weeks, but generally no more than 12 months, or, where the teacher is temporarily replacing another teacher, the period of leave, secondment or other temporary work arrangement of the other teacher.
- (c) Particular circumstances where a teacher may be employed on a temporary basis include employment to:
  - (i) Undertake a specified project for which funding has been made available for a limited period, for example, to implement or assist in the implementation of a particular programme for which funding has been made available for a period of time;
  - (ii) Undertake a specified task, which has a limited period of operation;
  - (iii) Replace a teacher who is on leave or secondment, working part-time on a temporary basis pursuant to a flexible work arrangement, performing other duties temporarily, or whose employment has terminated after the commencement of the school year; where the absence, or flexible or other temporary work arrangement of the teacher being replaced extends beyond the initially agreed period, the specified maximum term employment of the replacement employee may be extended for a corresponding period; or
  - (iv) Work as a teacher in circumstances where the school's staffing levels will, or are likely to, be reduced in the following year, overall or in a department. This may include, but is not limited to, circumstances such as declining enrolments or increasing enrolments outside of historical norms, school amalgamations or as a result of changes to government funding being received by the school.
- (d) A teacher will not be employed on a temporary basis unless any advertisement for the particular position stated that the position was temporary and the

teacher was informed prior to or at the point that he or she was offered the position that it was temporary.

- (e) Subject to 10.6(f), a teacher may only be employed on successive temporary appointments where each appointment is for a different purpose or to a different position, or a consequence of and dependent on the receipt of further special funding for the particular role.
- (f) A teacher can only be employed in consecutive temporary appointments for a total maximum period of two years, unless an exception to this limitation applies under the Act.
- (g) A teacher shall not be employed on a temporary basis for the purpose of probation.
- (h) The employment of a temporary teacher may be ended before the specified maximum term is up or the task complete in accordance with **clause 11.2** below. If this occurs, no additional amount(s) will be payable merely because of the early termination of the contract. That is, the school is not obliged to pay the temporary teacher until the expected end date of the employment contract.

## **10.7 Requests for Flexible Working Arrangements**

- (a) An eligible teacher can request a flexible working arrangement pursuant to Section 65 of the Act.
- (b) The obligations of the school and procedures to be followed in responding to the request are set out in Section 65A of the Act for, including the right to refuse the request based on reasonable business grounds following discussions with the employee.

Note: Disputes about requests for flexible working arrangements may be dealt with under Schedule D — Dispute resolution and/or under section 65B of the Act.

## **10.8 Pre-school Teachers**

The provisions of this Agreement shall apply in relation to pre-school teachers subject to the specific provisions of **Schedule F - Particular Conditions of Pre-school Teachers**.

## **11. Termination of Employment and Suspension**

### **11.1 Notice of Termination is provided for in the NES**

This clause of the Agreement provides agreement specific detail and supplements the NES that deals with termination of employment.

### **11.2 Notice of Termination by a School**

Subject to **clause 11.7** and **Schedule C**, the employment of a teacher (other than a casual teacher) will not be terminated by a school without at least four term weeks' notice (inclusive of the notice required under the NES), the payment of four weeks' salary instead of notice or part notice and part payment instead of notice, provided that the total weeks' notice and weeks' payment instead equal four. If the teacher is over 45 years of age and has completed at least five years of service, the NES notice

period (5 weeks) will apply.

If 4 weeks actual notice is given it shall expire within the school term in which it is given and either at least 2 weeks before the end of a school term, or on the last day of the school term.

### **11.3 Notice of Termination by a School - Term 4**

A school will not give part notice and part payment in lieu of notice for notice given to expire at the end of term 4. That is, the required notice for employment to terminate at the end of term 4 is at least 4 weeks actual notice or 4 weeks payment in lieu of notice.

### **11.4 Notice of Termination by a Teacher**

The notice of termination required to be given by a Teacher is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

### **11.5 Teachers who fail to give Notice**

- (a) If a Teacher fails to give the notice, or work out the notice period, required by this **clause 14**, an amount equal to the gross amount the Teacher would have been paid for two weeks under this Agreement, shall be payable by the Teacher to the School.
- (b) In accordance with section 324 of the Act, the Teacher may specifically authorise the School to withhold from the gross money due to them on termination, under this Agreement or the NES, an amount not exceeding the gross amount the Teacher would have been paid for two weeks under this Agreement. For example, one week's notice not worked or not given will be fully satisfied by an amount equal to one week's salary being withheld (deducted) by the Employer before tax is applied. Any outstanding (gross) balance becomes a debt due by the Teacher to the School.

### **11.6 Job Search Entitlement**

Where a school has given notice of termination to a teacher, a teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time or times that are convenient to the teacher after consultation with the school.

### **11.7 Exclusions**

This clause does not apply to casual teachers, teachers whose employment is ended for serious breach of contract, including, but not limited to: incompetence; misrepresentation; neglect of duty; or other misconduct.

[Note: A school is not required to provide alternative employment to a teacher whose accreditation to teach has been revoked].

### **11.8 Statement of Service**

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

On the termination of employment of a teacher (other than a casual teacher)

and upon the request of the teacher, the school will provide a statement of service setting out the commencement and cessation dates of employment (the length of service), whether service was full-time or part-time, any periods of leave without pay, the number of classes and range of subjects taught (or the age of the children taught in the case of a teacher employed in a pre-school), the positions of responsibility held, if any, and any special and/or additional duties performed by the teacher.

**(b) Casual Service Statement**

A school will provide a casual teacher with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, if the casual teacher requests such a statement during or on termination of the casual engagement.

**11.9 Suspension**

- (a) Notwithstanding any of the other provisions in this Agreement, a 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 will not be implemented by the school without prior discussion with the teacher and will not exceed a period of four weeks, except with the teacher's consent.
- (b) If the Employer suspends a Teacher without pay without consent under clause 11.9(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.

**12 Redundancy**

Redundancy is dealt with in the NES and **Schedule C - Consultation and Redundancy**.



## **Part 4 - Duties, Classifications, Salary Scales, Allowances and Related Matters**

### **13 Duties and Classifications**

#### **13.1 Duties of a Teacher**

- (a) The duties of a teacher, in addition to teaching and associated duties (including programming, lesson planning, preparation, assessment, reporting and professional development) may include, but are not limited to, playground and sports duties, activities associated with administration, leadership and management, review, development and delivery of educational programmes, attendance at staff meetings and devotions, school assemblies and parent teacher meetings, pastoral care and student welfare, attending school camps, retreats and excursions (including overnight excursions) and 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 of a full-time teacher, generally proportional overall to their load, as required by the employer 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.

#### **13.2 Classification upon Appointment, Recognition of Previous Service and Accrual of Service**

- (a) On appointment, a teacher will be classified and placed on the appropriate level on the salary scale in **Table 1A - Salaries of Schedule A – Monetary Rates**, according to their qualifications and teaching experience, determined by the length of his or her 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 this Agreement, teaching experience does not include employment as a teacher in a TAFE (unless the teacher is employed to teach a Board of Studies course such as a Vocational and Educational Training (VET) programme) or in an English Language School. Teaching Service includes service as a temporary or casual teacher.
- (b) Service as a part-time teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year. Where the hours are more than 90% of a full-time load, service will count as a full-time year.
- (c) Service as a casual teacher will accrue proportionately on the basis of one increment (year of full time equivalent service) for each 204 full casual days in Australian schools.

#### **13.3 Evidence of Qualifications and Teaching Experience and Reclassification**

- (a) On or before engagement, a school may require a teacher to provide documentary evidence of qualifications and teaching experience. If the school considers that the teacher has not provided satisfactory evidence, and advises

the teacher in writing to this effect, then the school may decline to recognise the relevant qualification or experience until such evidence is provided.

However, a school will not unreasonably refuse to recognise the qualifications or teaching experience of a teacher. If it becomes apparent that a teacher has been wrongly classified, the teacher's classification will be changed to reflect the appropriate classification according to the teacher's qualifications and teaching experience.

- (b) Where a teacher has completed further teaching experience with another school (for example with the agreement of the school during a period of unpaid leave), or completed the requirements to gain additional qualifications after commencement of employment, and seeks reclassification and transfer, or progression to a higher salary step, the teacher will, upon application in writing for such reclassification and transfer, or progression, and provision of satisfactory evidence, be entitled to be reclassified or progress accordingly subject to the provisions of **subclauses 13.3(c), (d) and (e)** below.
- (c) Where an application is made for reclassification based on completion of additional qualifications, such evidence should include documentary evidence establishing that the teacher has had or will have conferred on him or her, the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible for reclassification and transfer.
- (d) Where an application is made for progression based on completion of further teaching service, such evidence should include documentary evidence establishing that the teacher has carried out the additional period of service which makes the teacher eligible for progression.
- (e) Where an application is made for reclassification and transfer, or progression under this clause which establishes that a teacher is eligible to transfer or progress to a higher salary step, such transfer or progression shall take effect:
  - (i) Where an application for reclassification and transfer is received by the school no later than the first school day of the school term following the completion of such course of training:
    - (A) From the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer;
    - (B) Or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later.
  - (ii) Where an application for progression is received by the school no later than the first school day of the school term following the completion of the additional teaching experience, from the beginning of the first pay period to commence on or after the date of completion of the further teaching experience.
  - (iii) Where the application for transfer or progression is not received by the school within the time specified in **subclause (e)(i) or (ii)**, from the beginning of the first pay period to commence on or after the date on which the School receives such application.

- (f) A teacher who is reclassified and transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the reclassification and transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.
- (g) A teacher who is Four Years Trained, who completes a course of training which entitles the teacher to be classified as Five Years Trained, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.
- (h) A teacher who is Conditionally Classified Three Years Trained and who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.
- (i) A teacher who is Conditionally Classified Four Years Trained and who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

#### **13.4 Commencing Step Level and Progression**

Subject to **subclauses 13.2 and 13.3** regarding classification, and the provisions in **subclauses 13.5(b) and 13.5(c)** below with respect to the requirements for progression between Bands 1 and 2, applying to teachers required to be accredited with NESAs, teachers will commence on and progress through the salary steps specified below:

##### **(a) Five Years Trained Teachers**

A Five Years Trained Teacher shall commence on Step 6 of the scale and progress according to normal years of (full-time equivalent) service to Step 13 of the scale.

##### **(b) Four Years Trained Teachers**

- (i) A Four Years Trained Teacher shall commence on Step 5 of the scale and progress according to normal years of (full-time equivalent) service to Step 13 of the scale.
- (ii) A Four Years Trained Teacher upon satisfying the requirements for classification as a Five Years Trained Teacher shall have his or her incremental position advanced one year with retention of normal incremental date and shall thereafter progress according to normal years of (full-time equivalent) service.

##### **(c) Conditionally Classified Three Year Trained Teacher**

A Conditionally Classified Three Year Trained Teacher shall commence on

Step 3 and progress according to normal years of (full-time equivalent) service to Step 9 of the scale; provided that a teacher shall after 15 years' service, progress to Step 10 of the scale and shall thereafter progress according to normal years of (full-time equivalent) service to Step 13 of the scale.

**(d) Conditionally Classified Four Year Trained Teacher**

A Conditionally Classified Four Year Teacher shall commence on Step 5 and progress according to normal years of (full-time equivalent) service to Step 9 of the scale; provided that a teacher shall after 15 years' service, progress to Step 10 of the scale and shall thereafter progress according to normal years of (full-time equivalent) service to Step 13 of the scale.

**(e) Previous Award or Agreement Classification**

Teachers employed immediately prior to the date of making of this Agreement shall be deemed to be classified under this Agreement at a level not less than that which applied under the industrial instrument that applied to their employment and shall be deemed to have years of service as at the date of making this Agreement calculated in accordance with the provisions of that instrument.

### **13.5 NESAs Requirements and Progression Between Salary Bands**

(a) The intention of this subclause is to encourage teachers subject to accreditation with NESAs to meet their requirements with respect to teacher standards within the allowed time frames and to provide particular measures when teachers fail to meet these requirements, including helping to resource a school to devote additional assistance to a teacher who has not met the requirements, but has been allowed by NESAs to continue to teach. Teachers who meet the requirements will not be affected by the provisions in this subclause.

(b) A teacher required to be accredited with NESAs, other than returning teachers as described in the definition of "new scheme teacher" in earlier versions of the *Teacher Accreditation Act 2004* (NSW), who has completed a minimum of two years' full-time teaching service will immediately progress from any step on Band 1 to Band 2 (Step 8) from the first full pay period on or after the Teacher achieves Proficient Teacher accreditation.

Note: A teacher will not progress from Band 1 to Band 2 in the salary scale unless and until the teacher has completed the requirements for the attainment of accreditation at the level of Proficient Teacher.

(c) If a teacher commenced on a higher salary step than Step 5, due to other qualifications or experience, including interstate teaching experience, **subclauses 13.5(b)** do not apply to that teacher.

### **13.6 Highly Accomplished and Lead Teachers**

(a) A Teacher will be classified as Band 4 (Highly Accomplished /Lead Teacher) from the commencement of the first full pay period after a Teacher has been accredited or certified as a Highly Accomplished Teacher or as a Lead Teacher.

(b) Accreditation or certification as a Highly Accomplished or Lead Teacher is

voluntary. The cost of applying for accreditation or certification as a Highly Accomplished or Lead Teacher must be met by the Teacher.

- (c) The schools recognise that Highly Accomplished and Lead Teachers make an important contribution to their schools and communities by modelling high quality teaching for their colleagues and leading other Teachers in the development and refinement of their teaching practice to improve student learning outcomes. The school may allocate a Highly Accomplished or Lead Teacher to provide mentoring, coaching or training to other Teachers.
- (d) A Teacher classified at Band 4 (Highly Accomplished /Lead Teacher) will not be eligible to be paid both an allowance or salary for a promotion position and the Band 4 salary, if and to the extent that this would result in the Teacher receiving a rate of pay in excess of that applicable to Band 4. A Teacher holding a promotion position who is classified at Band 4 may elect to be either paid for the promotion position (and not at Band 4) or at Band 4, whichever is the higher.
- (e) Where a Teacher's accreditation or certification as a Highly Accomplished or Lead Teacher is not maintained, the Teacher will revert to the applicable classification based on the Teacher's accreditation and experience from commencement of the first full pay period after the date that it is not maintained.

### **13.7 Proficient Pending**

- (a) A Teacher who is a Proficient Pending Teacher as defined in paragraph 3.1 will be classified as Proficient Pending pursuant to this subclause 13.7 if the Teacher has at least two years full-time equivalent teaching service in Australia. For the purposes of this subclause 13.7, full-time equivalent teaching service shall be calculated in accordance with subclause 13.7.
- (b) The Teacher will be placed on the relevant level within Band 2 according to his or her teaching service (that is, not including a period of two years of full-time equivalent teaching service, which is deemed to be service on Band 1). The Teacher will remain on Band 2 for one year full-time equivalent teaching service, during which period the Teacher may apply for Proficient Teacher accreditation or registration or apply for mutual recognition (in the case of an interstate Teacher) with the teacher accreditation authority.
- (c) On attaining Proficient Teacher accreditation or registration the Teacher will be classified as Proficient. If the Teacher does not attain Proficient Teacher accreditation or registration within the time frame specified in paragraph 13.7(b) above, the Teacher will be paid at Band 1 until the Teacher achieves Proficient Teacher accreditation; on such date the Teacher will progress to Band 2 based on his or her service.
- (d) If a Teacher fails to attain Proficient accreditation following approval for Proficient Pending status they will not be eligible for any future approval for Proficient Pending status by a School under this Agreement other than in cases of exceptional and compelling circumstances, including carer's responsibilities which will be assessed on a case-by-case basis.

## 14. Pay

### 14.1 Minimum salary

- (a) The minimum annual rate of salary payable to a full-time teacher will be determined in accordance with the provisions of **clause 13 Duties and Classifications**, subject to **subclauses 13.5(b) and (c)** and shall be as set out in **Table 1A - Salaries** of **Schedule A - Monetary Rates**. The weekly rate of pay for a teacher will be determined by dividing the annual rate by 52.14 and the fortnightly rate by dividing the annual rate by 26.07.
- (b) Where there is a difference between the actual rate of pay paid to a teacher prior to the commencement of this Agreement and the amount set out in **Table 1A - Salaries** in accordance with **subclause 14.1(a)**, the difference shall be paid by the employer to the teacher as soon as practicable after the commencement of the Agreement.

**14.2** The monetary obligations imposed on a school by this Agreement may be absorbed into over-agreement payments. Nothing in this Agreement requires a school to maintain or increase any over-agreement payment.

### 14.3 Part-Time and Temporary Teachers

- (a) A part-time teacher, including a temporary part-time teacher, will be paid at the same rate as a full-time teacher with the corresponding classification, on a pro rata basis in accordance with the teacher's load.
- (b) 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 duties, the teacher shall be paid for such attendance at the casual rate of pay.
- (c) In considering pro rata duties, regard will be had as to whether teachers at the School normally perform such duties in addition to, or in substitution for, teaching duties.
- (d) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with a corresponding classification.

### 14.4 Casual Teachers

- (a) A casual teacher will be paid in accordance with **Table 3 - Casual Rates of Schedule A**, provided that:
  - (i) The maximum rates payable shall be as follows:

Classification	Step
Four and Five Years Trained	9
All other teachers	7

- (ii) A casual teacher in a school will be paid for a minimum of half a day for each single engagement; where a half day is half the usual required attendance time for a teacher; and
  - (iii) A casual teacher in a pre-school may be paid for a minimum of a

quarter day.

- (b) For the avoidance of doubt, 'half a day' and 'quarter day' refer to periods of time and not morning or afternoon. Thus, a teacher who works half the usual required attendance time for a teacher (not including the 30 minute lunch break) would only be paid for half a day regardless of the commencement time.
- (c) The rate of pay includes any pro rata payment for annual leave to which the teacher is entitled in accordance with the National Employment Standards, along with any applicable annual leave loading and compensates the teacher for not having the benefits of ongoing employment, including paid leave to which a full-time or part-time teacher is entitled.

## 15 Positions of Responsibility

### 15.1 Positions of Responsibility Generally

- (a) There will be 5 possible levels of positions of responsibility in a school. These are:
  - (i) Level 4 - Deputy Principal or equivalent
  - (ii) Level 3 - Position of Responsibility
  - (iii) Level 2 - Position of Responsibility
  - (iv) Level 1 - Position of Responsibility
  - (v) Preliminary Level of Responsibility

as described further in **Schedule G - Positions of Responsibility**.

- (b) The assignment of a position to a particular level in this clause will reflect the gradation of responsibilities exercised in each school, whether, administrative, pastoral care, co-curricular, or educational leadership, or a combination of these areas, taking into account the descriptions in **Schedule G**, with Level 4 being the most significant level of responsibility.
- (c) A teacher may be appointed to a position of responsibility for a specified maximum term or on an ongoing basis.
- (d) A position of responsibility may be shared between teachers. The School will agree in writing with each teacher sharing the position the proportion of the duties of the position for which the teacher is responsible. The teacher will receive an allowance calculated by reference to the agreed proportion.
- (e) A school may appoint a part-time teacher to a 'fractional' position of responsibility provided that the teacher and the School agree in writing on the proportion of duties for which the teacher is responsible. The teacher shall receive the corresponding proportion of the allowance for the position. A position of responsibility to which a teacher has been appointed on a fractional basis pursuant to this paragraph shall only count on a pro rata basis in accordance with the fraction of the appointment for the purposes of **subclause 15.3**. In the case of a position of responsibility that is required pursuant to **subclause 15.2 or 15.4**, if the teacher is not responsible for all of the duties of the position of responsibility, then another teacher will be appointed to fulfil the other requirements of the position.

- (f) For provisions relating to a teacher appointed as a Director of a pre-school, see **Schedule F - Particular Conditions for Pre-school Teachers**.
- (g) Notification:
- (i) A school will provide on appointment, to a teacher appointed to a position of responsibility, written notification to the teacher of the position, its duration or tenure, the duties required and the allowance to be paid.
  - (ii) The school will notify the teacher of the level of the position of responsibility.
- (h) Changes to Positions of Responsibility will be dealt with through a process of consultation in accordance with **clause 8 Consultation Regarding Major Workplace Change and Redundancy** and **Schedule C - Consultation and Redundancy**.

## 15.2 Establishment of Position - Deputy Principal

- (a) The position of Deputy Principal must be established:
- (i) Where the enrolment of the whole school exceeds 200, or
  - (ii) If the primary and secondary sections of the school are located at different sites, and staff and curriculum support is provided separately, where the enrolment in a section exceeds 200.
- (b) Where a Deputy Principal in a primary department with enrolments between 101 and 200 is receiving an allowance at the rate prescribed for a primary department with enrolments between 201 and 250 at the date of the commencement of this Agreement, such Deputy Principal shall continue to be paid the allowance prescribed for such a position while continuing to occupy the position. In this case the School need not appoint a teacher to a position of responsibility pursuant to **clause 15.3**.
- (c) A school may elect not to appoint a Deputy Principal and instead appoint teachers to other levels of Positions of Responsibility more suited to its leadership and management structure.

## 15.3 Establishment of Total School Positions of Responsibility

- (a) Each school may establish positions of responsibility to meet its student welfare, leadership and development, and managerial needs which are appropriate to its structure and may determine the title of each position.
- (b) In establishing the minimum number of positions required to be established by the school each position of responsibility established by the school has a points value as follows:

Level	Position of Responsibility	Points
LP	Level: Preliminary	0.5
L1	Level: One (Co-ordinator 1 and Senior Teacher 2)	1



L2	Level: Two (Co-ordinator 2)	2
L3	Level: Three (Co-ordinator 3)	3
L4	Level: Four (Deputy Principal)	4

- (c) A school must create the minimum number of positions of responsibility determined by the number of points applicable to that school as set out in the tables below. If a school has an enrolment over 200 students, then a Deputy Principal is required to be appointed pursuant to **clause 15.2(a)**, and that position is in addition to the required positions based on the points specified below. However, if the School determines pursuant to the provisions of **clause 15.2(c)** to appoint teachers to additional positions of responsibility, instead of appointing a Deputy Principal, then four points should be added to the points specified below.

Primary Department					
Student	Points	Student	Points	Student	Points
25	0	250	3	475	6
50	0	275	3	500	6
75	0	300	3	525	6
100	1	325	4	550	7
125	1	350	4	575	7
150	1	375	4	600	7

Primary Department					
Student	Points	Student	Points	Student	Points
175	2	400	5	625	8
200	2	425	5	650	8
225	2	450	5	675	8

Secondary Departments					
Student	Points	Student	Points	Student	Points
30	0	600	13	1170	26
60	1	630	14	1200	27
90	2	660	15	1230	28
120	2	690	15	1260	28

150	3	720	16	1290	29
180	4	750	17	1320	30
210	4	780	17	1350	31
240	5	810	18	1380	31
270	6	840	19	1410	32
300	6	870	20	1440	33
330	7	900	20	1470	33
360	8	930	21	1500	34
390	8	960	22	1530	35
420	9	990	22	1560	35
450	10	1020	23	1590	36
480	11	1050	24	1620	37
510	11	1080	24	1650	37
540	12	1110	25	1680	38
570	13	1140	26	1710	39

- (d) A school ordinarily will not reduce the overall number of positions of responsibility below the number which would have been required by the industrial instrument applying immediately before the commencement date of this Agreement (ignoring the effect of a clause similar to this one in any such instrument), subject to stable enrolments, during the life of the Agreement. Where reductions in the number of positions of responsibility are proposed the School will consult with the affected teacher(s) (and if requested, their representative) in accordance with **Schedule C - Consultation and Redundancy**, including informing the affected teacher(s) of the reasons for the proposed reductions and the options available to the affected teacher(s).
- (e) For the purpose of this subclause, student numbers are determined from the enrolment numbers of a school at the beginning of a school year.

#### 15.4 Additional Requirements for Secondary Departments

- (a) In a secondary department a Position of Responsibility Level 2 (formerly Co-ordinator 2) position must be established where the teaching hours of a programme of work in an area of instruction or activity as determined by the school (e.g. subject or key learning area) exceeds 2,000 hours per annum (or 2200 hours in a school, or geographically distinct campus of a school, with 2 or less streams), or where the position has other duties (of a comparable level) as determined by the Principal.
- (b) In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction provided that the total hours of aggregated instruction in an area of instruction that involves more than one

subject, shall not exceed 4,000 teaching hours per annum.

## 15.5 Acting Appointments

If a school appoints a teacher to act in a position of responsibility, including as a Deputy Principal, for at least ten consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position whilst the appointment is ongoing. A school may appoint 2 or more teachers to share an acting position of responsibility consistent with the operation of **subclauses 15.1(d) and (e)** and any allowance payable under this clause will be shared on a proportionate basis, consistent with the operation of **subclause 16.1(g)**.

## 16 Allowances

### 16.1 Allowances for Positions of Responsibility

- (a) A teacher appointed to a Position of Responsibility pursuant to **clause 15 Positions of Responsibility** and as described in **Schedule G - Positions of Responsibility** shall be paid the applicable allowance as described in **Table 1B - Allowances of Positions of Responsibility of Schedule A - Monetary Rates**, in addition to the salary applicable to the appointee (as set out in **Table 1A - Salaries**).
- (b) The salary payable to a teacher appointed to a Level 1 or Level 2 Position of Responsibility (in addition to the allowance) shall be no less than that applicable to Step 9 (secondary) and Step 7 (primary). Provided that a teacher appointed to a Level 2 Position of Responsibility or holding an ongoing appointment as a Co-ordinator 2 prior to the commencement of this Agreement who under the previously applicable industrial instrument(s) was paid as a Step 13 teacher but was not otherwise eligible to be classified as such, will continue to be paid the salary for a Step 13 teacher while he or she holds the Level 2 position (in addition to the allowance).
- (c) The salary payable to a teacher appointed to a Level 3 or Level 4 Position of Responsibility, shall be no less than Step 13 (in addition to the allowance).
- (d) Responsibility allowances are linked to the performance of duties attaching to a position of responsibility rather than tied to an individual teacher.
- (e) A teacher appointed as a Director of a Pre-school shall be paid the allowance specified in **Schedule F - Particular Conditions of Pre-school Teachers** in addition to the salary applicable to the teacher, unless the teacher is appointed to a position of responsibility and receives a higher allowance under **Table 1B of Schedule A**.
- (f) Shared Positions of Responsibility: -  
Where the position of responsibility is shared, the allowance for the position may also be shared on a pro rata basis.
- (g) Where a part-time teacher is appointed to perform an agreed proportion of the duties of a position of responsibility, or to a fractional position of responsibility, the allowance payable will be that proportion or fraction of the allowance specified in accordance with **subclause 15.1(d) or (e)**.

## **16.2 Special Education Allowances**

Teachers appointed to teach classes consisting solely or predominantly of children with disabilities shall be paid in addition to the salaries provided for in **clause 14.1** an allowance as set out in Item 1 of **Table 2 - Other Rates and Allowances of Schedule A - Monetary Rates**. A Part-Time Teacher shall receive the allowance based on a proportionate of their load that bears to a Full-Time Teacher.

## **16.3 Travelling and other Expenses**

- (a) Where a teacher is required to use their own vehicle in connection with their employment, other than for journeys between home and their usual place of employment, the teacher shall be entitled to be paid an allowance for the kilometres travelled, as set out in Item 3 of **Table 2 - Other Rates and Allowances of Schedule A - Monetary Rates**. Use of the teacher's own vehicle must be authorised by the School for the teacher to be eligible for the allowance.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer, subject to satisfactory proof of the incurring of the expense and compliance with a school's expense reimbursement policy, if any.

## **17 Payment of Salary and Allowances, Remuneration Packaging and Related matters**

### **17.1 Pay Periods**

All monies payable will be paid:

- (a) Once each fortnight;
- (b) Once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance; or
- (c) Once every month with the payment being made as nearly as possible on the middle of each month (for example, the 15th of each month) including one half month in arrears and one half month in advance.
- (d) Where the pay day for a monthly pay period falls on a Saturday, Sunday or public holiday, a teacher shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding the usual pay day.

### **17.2 Payment Method**

A school may elect to pay salary and allowances by cash, cheque or direct (electronic funds) transfer. Where payment is made by direct transfer, the teacher has the right to nominate the financial institution and the account.

### **17.3 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 wages 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 wages and other amounts under paragraph (a) is subject to further order of the Commission and the School making deductions authorised by the Act.

Note 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an Employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an Employee is entitled to under the NES.

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

#### **17.4 Overpayments**

- (a) Where excess payments are made in circumstances which were apparent or could reasonably have been expected to be detected by the teacher, and the teacher agrees that excess payments have been made, but fails to return the excess payments, the excess payments shall be a debt due by the teacher to the School. The teacher and the School shall seek agreement regarding repayment of the excess payments, for example by the School offsetting such payments against subsequent payments made to the teacher, over the same period of time and in the same amounts that the excess payments were made.
- (b) 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 school and the teacher shall seek agreement regarding repayment of the overpayment, including, if a teacher requests, discussion between the Union and the school.

#### **17.5 Remuneration Packaging**

- (a) This clause shall apply if a school wishes to facilitate the provision of salary and benefit packages to individual members of staff covered by this Agreement.
- (b) For the purposes of this clause:
  - (i) **'Benefits'** means the benefits nominated by the teacher from the benefits provided by the school and listed in **clause 17.5(d)(iii)**.

- (ii) **'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.
  - (iii) **'Fringe Benefit Tax'** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).
- (c) **Conditions of Employment**  
 Except as provided by this clause, teachers covered by this Agreement must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this Agreement.
- (d) **Salary Packaging**  
 The school may offer to provide and the teacher may agree in writing to accept:
- (i) The Benefits nominated by the teacher; and
  - (ii) A salary equal to the difference between the Benefit Value and the salary which would have applied to the teacher or under **clause 17.5(c)**, in the absence of an agreement under this clause.
  - (iii) The available Benefits are those made available by the School from the following list:
    - (A) superannuation;
    - (B) other benefits offered by the School.
  - (iv) The School must advise the teacher in writing of the Benefit Value before the agreement is entered into.
- (e) **During the currency of an agreement under clause 17.5(d):**
- (i) Any teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in **clauses 17.5(d)(i) and (ii)**;
  - (ii) If a teacher takes leave without pay the teacher will not be entitled to any Benefits during the period of leave;
  - (iii) If a teacher takes leave on less than full pay he or she shall receive:
    - (A) the Benefits; and
    - (B) an amount of salary calculated by applying the formula:
 
$$A = S \times P\% - [(100\% - P\%) \times B]$$
 where:
      - S** = the salary determined by **paragraph (ii) of subclause (d)** of this clause
      - P** = the percentage of salary payable during the leave
      - B** = Benefit Value
      - A** = Amount of salary.
  - (iv) Any other payment under this agreement, calculated by reference to

the teacher's salary, however described, and payable:

- (A) during employment; or
- (B) on termination of employment in respect of untaken paid leave; or
- (C) on death,

shall be at the rate of pay which would have applied to the teacher under **clause 17.5(c)**, in the absence of an agreement under **clause 17.5(d)**.

## **18 Superannuation**

### **18.1 Superannuation Legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **18.2 School Contributions**

- (a) A school must make such superannuation contributions to a superannuation fund for the benefit of a teacher as will avoid the school being required to pay the superannuation guarantee charge under superannuation legislation with respect to that teacher.
- (b) A school will make periodic contributions complying with superannuation legislation.
- (c) Under superannuation legislation a school must make contributions on an employee's ordinary time earnings. For the purposes of this Agreement, ordinary time earnings include:
  - (i) The minimum annual rate of salary prescribed from time to time for the employee by **clause 14.1**; and
  - (ii) The amount of any allowance which is prescribed from time to time for the employee by **clauses 16.1 and 16.2**; and
  - (iii) The amount of all payments made to the employee pursuant to **clause 22 Pro Rata Payment of Salary for Time when Attendance is not required, inclusive of Annual Leave**.

### **18.3 Voluntary Employee Contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, a teacher may, in writing, authorise their school to pay on behalf of the teacher a specified amount from the post-taxation salary of the teacher into the same superannuation fund as the School makes the superannuation contributions provided for in **clause 18.2**.
- (b) A teacher may adjust the amount the teacher has authorised their school to

pay from the wages of the teacher from the first of the month following the giving of one months' written notice to their school.

- (c) The School must pay the amount authorised under **clause 18.3(a) and (b)** no later than 28 days after the end of the month in which the deduction authorised under **clause 18.3(a) or (b)** was made.

#### **18.4 Superannuation Fund**

- (a) The Employer 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 Employer will make the contributions into:

- (i) the Employee's stapled fund;
- (ii) if the Australian Taxation Office does not identify a stapled fund for the Employee, to the Employer's default fund.

provided that if offered as a default fund, the fund offers a MySuper product.

#### **18.5 Contributions for Casual Employees**

- (a) The school shall pay contributions into a fund in respect of each casual teacher of the amount required to ensure that the school meets its obligations under superannuation law and does not incur a superannuation guarantee charge.
- (b) The ordinary time earnings base under superannuation law for a casual teacher shall be determined in accordance with **subclause 18.1**.



## Part 5 - Hours of Work and Related Matters

### 19 Ordinary Hours of Work

- 19.1** This clause of the Agreement provides for agreement specific detail and supplements the NES that deals with maximum weekly hours.
- 19.2** Notwithstanding the NES, and due to the operational requirements of schools in the context of the education industry, the ordinary hours of a teacher under this Agreement may be averaged over a 12 month period.
- 19.3** The ordinary hours of work for a teacher during term weeks are variable. In return, a teacher is not generally required to attend the School on days when the students are not present, subject to the needs of the School with regard to professional development and training, student free days and other activities requiring the teacher's attendance, including tasks forming part of the responsibilities and duties of a position of responsibility.

[Note: Other than during 4 weeks of annual leave, during non-term time when a teacher is not required to attend the School, the teacher is required to use such portion of this time as is necessary to meet the requirements of his or her role. This may include duties associated with face to face teaching, including but not limited to, programming, preparation, planning, assessment and reporting, and/or professional development and training.]

- 19.4** The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a teacher's entitlements for the school year (or a proportion of the school year as the case may be and include compensation for reasonable additional hours worked). A teacher's absences from school during non-term weeks, including those over the summer school vacation period, are deemed to include their entitlement to annual leave.

### 20 Breaks

A teacher is entitled to an unpaid meal break of 30 consecutive minutes, no later than five hours after commencing work. During this break a teacher shall not be required to hold meetings, supervise, teach, or coach, sport, team games, or cultural or academic activities. A teacher may agree in writing to an alternative arrangement of two breaks of not less than 20 minutes each. This clause does not apply to teachers who are covered by the provisions of **Schedule F - Particular Conditions of Pre-school Teachers**.

## Part 6 - Leave and Public Holidays

### 21 Annual Leave

- 21.1** Annual leave is provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with annual leave.
- 21.2** A teacher in a school, (including a pre-school attached to a school, where applicable) must take annual leave during non-term weeks. Leave must generally be taken, in the case of a teacher whose employment with the School is continuing into the next school year, in the summer school vacation period immediately following the final term week of the current school year, unless otherwise agreed with the School.
- 21.3** If a teacher is re-credited with annual leave in accordance with the NES, the teacher will take the re-credited leave in the next pupil vacation period, or as otherwise directed by the School.

### 22 Pro Rata Payment of Salary for Time when Attendance is not required, inclusive of Annual Leave

#### 22.1 Application

This clause provides agreement specific detail and incorporates the NES entitlement with respect to annual leave. It applies to teachers, other than casual teachers, in lieu of the corresponding provisions of the Act and is inclusive of four weeks accrued annual leave.

#### 22.2 Applicable Circumstances

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) a teacher takes approved leave without pay; or
- (d) the load which a teacher normally teaches at a school has varied since the School Service Date ("a teacher whose load has varied").

Payments shall be made to such teachers by application of the formula prescribed by either **clause 22.3(a) or (b)**, as appropriate, and, pursuant to the applicable provisions of **clauses 22.4, 22.5, 22.6 and 22.7** separately, or in combination. These provisions are intended to be used to calculate the pro rata salary, inclusive of annual leave owing to a teacher in respect of the school year in which the formula is applied.

#### 22.3 (a) Calculation of Payments where Load has Varied

Payments made pursuant to this clause to a teacher whose load has 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 weeks where attendance is expected including term weeks and professional development weeks, or fraction thereof, since the School Service Date [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 weeks where attendance is expected, or fraction thereof, in the year.
- c is the number of weeks where attendance is not expected, or fraction thereof, in the year.
- d is the salary paid in respect of weeks where attendance is not expected, or fraction thereof, that have occurred since the School Service Date [or date of employment in circumstances where a teacher has been employed by the School for less than one year].

**(b) Calculation of Payments in other Circumstances**

Payments made otherwise than pursuant to **subclause 22.3(a)** shall be calculated in accordance with the following formula:

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

Where:

- P is the payment due.
- S is an amount equivalent to a week's salary [including allowances] of the teacher at the date of application of the formula.
- t is the number of weeks where attendance is expected including term weeks, and professional development weeks, or fraction thereof, worked by the teacher since the School Service Date (including weeks that the teacher has been on paid leave).
- b is the number of weeks where attendance is expected, or fraction thereof, in the year.
- c is the number of weeks when attendance is not expected, or fraction thereof, in the year.
- d is the number of weeks when attendance is not expected, or fraction thereof, in respect of which the teacher has already received payment since the School Service Date (including weeks that the teacher has been on paid leave).

**Notes:** Underpinning Principle, Intent and Application

The underpinning principle and intent of the formulas in this subclause:

- (i) Is that, subject to the provisions regarding long service leave, a teacher who attends the school and works (or is on paid leave) for all of the time when attendance is required in a school year is paid for a full 12 months, inclusive of 4 weeks of annual leave.
- (ii) Generally, where a teacher has worked (or been on paid leave) for all of the time when attendance is required in a school year, the payment for weeks when attendance is not required need only be calculated to and may cease on the day before the School Service Date in the succeeding school year.
- (iii) Where a school's School Service Date is not fixed from year to year the application of the formula may need to be adjusted to ensure that a teacher working all 4 school terms, but not returning to work the following school year, is paid for a full 12 months.
- (iv) A teacher who commences employment after the School Service Date in a school year, is not entitled to be paid in full through the School Summer vacation period, if the teacher has been paid through all the term breaks during the teacher's period of employment. [See further **subclause 22.5**]

#### **22.4 Termination of Employment**

A teacher shall be entitled on termination of employment to a payment calculated in accordance with **subclause 22.3**.

#### **22.5 Teachers Who Commence Employment after the Commencement of the School Year**

- (a) A teacher who commences employment after the usual date of commencement at the school in any school year, shall be paid from the date the teacher commences, provided that at the end of Term IV or final semester in that year, the teacher shall be paid an amount calculated pursuant to **clause 22.3(b)** 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 first semester in the following school year.

However, the teacher may request the School to pay the amount so calculated, at the teacher's normal weekly rate of pay (or, in respect of the final payment, any balance outstanding) in instalments over the school summer vacation period, as part of the school's normal pay run, until the full amount has been paid.

- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purpose of this clause shall be deemed to be the School Service Date.

#### **22.6 Teachers Who Take Approved Leave without Pay**

Where a teacher takes leave without pay with the approval of the School for a period which exceeds 20 days when attendance is required in any year, (or the equivalent pro rata number of days for a part time teacher) 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 22.6(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 22.6(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 22.6(a)(i)(B)**;
  - (ii) or in circumstances where, with the agreement of the School, a teacher who has been paid pursuant to **clause 22.6(b)(i)** returns from leave during the school year in which the leave commenced and not withstanding that as a result did not exceed 20 days when attendance is required (or the equivalent pro rata amount for a part time teacher), shall be determined by:
    - (A) applying the formula in **clause 22.3** as if no payment had been made to the teacher pursuant to **clause 22.6(a)(ii)(A)** or **clause 22.6(b)(i)**; and
    - (B) deducting from that amount the amount paid to the teacher pursuant to **clause 22.6(a)(ii)(A)** or **clause 22.6(b)(i)**.
- (d) In respect of any payment to be made to a teacher at the conclusion of Term IV of a school year pursuant to this **subclause 22.6**, a teacher may request the School to pay the amount so calculated, at the teacher's normal weekly rate of pay (or, in respect of the final payment, any balance outstanding) in instalments over the school summer vacation period, as part of the School's normal pay run, until the full amount has been paid.
- (e) Notwithstanding the provisions of **clause 22.1(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.

*[Note: Leave without pay 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 unless the school has expressly agreed to the contrary.]*

## **22.7 Teachers Whose Load Has Varied**

Where the load which a teacher normally teaches at the School has 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 22.3(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. However, the teacher may request the School to pay the amount so calculated, at the teacher's normal weekly rate of pay (or, in respect of the final payment, any balance outstanding) in instalments over the school summer vacation period, as part of the School's normal pay run, until the full amount has been paid.

## **23 Annual Leave Loading**

- 23.1** Where a teacher other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an annual holiday loading calculated in accordance with this clause.
- 23.2** The loading shall be payable in addition to the pay payable to the teacher for the period of the school summer vacation.
- 23.3** The loading shall be calculated and paid for:
- (a) such period of a teacher's annual holiday as is equal to the period of annual leave to which the teacher is entitled for the time being under the Act at the end of each year of employment; or
  - (b) where relevant, the period calculated under **clause 23.6**.
- 23.4** The loading shall be the amount payable for the period specified in **clause 23.3 or 23.6** at the rate of 17.5 per cent of the weekly equivalent of the teacher's annual salary.
- 23.5** For the purposes of this clause, "salary" shall mean the salary payable to the teacher at the first day of December of the year in which the loading is payable together with, where applicable, the allowances prescribed by **clauses 16.1, 16.2 and F4 of Schedule F**, but not including any other allowances or amount otherwise payable in addition to salary.
- Provided that** where **clause 23.6** applies, "salary" shall mean the salary [together with allowances payable as aforesaid] payable immediately prior to the payment made to the teacher pursuant to **clause 22.3(b)**.
- 23.6** Where the employment of a teacher ceases for any reason the teacher shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of weeks that the teacher has attended work in that year bears to the number of weeks where attendance is expected at the School in a full school year.

## **24 Personal/Carer's Leave and Compassionate Leave**

Personal sick/carer's leave and compassionate leave are provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with personal/carer's leave.

### **24.1 Personal/Carer's Leave Entitlement**

#### **First Year of Service**

- (a) On commencement of employment, a full-time teacher, including a full-time teacher engaged on a temporary basis, shall be entitled to fifteen (15) days paid Personal/Carer's Leave. Any untaken Personal/Carer's Leave will be cumulative from year to year.
- (b) A part-time teacher, including a temporary part-time teacher, shall have an annual Personal/Carer's Leave entitlement on a proportionate basis calculated by multiplying the relevant annual Personal/Carer's leave entitlement for a full-time teacher by the teacher's load.

#### **Second and Subsequent Years of Service**

- (a) From the second year of service with the School, a full-time teacher, including a full-time teacher engaged on a temporary basis, shall be entitled to fifteen (15) days paid Personal/Carer's Leave per annum which will accrue progressively during a year of service. Any untaken Personal/Carer's Leave will be cumulative from year to year.
- (b) A part-time teacher, including a temporary part-time teacher, shall have an annual Personal/Carer's Leave entitlement calculated by multiplying the relevant annual Personal/Carer's leave entitlement for a full-time teacher by the teacher's load.

### **24.2 Transitional Provisions**

- (a) From the commencement date until 31 January 2024, Sick Leave and Personal/Carer's Leave entitlements for Teachers who were previously employed under the *Independent Christian Schools NSW Teachers Multi-Enterprise Agreement 2021*, will continue to apply to the Teacher. From 1 February 2024 the provisions of this Agreement will apply.

### **24.3 Accessing Personal/Carer's Leave**

A teacher may take paid Personal/Carer's Leave if the leave is taken:

- (a) because the teacher is not fit or able to work due to a personal illness, or personal injury, unexpected personal emergency, or domestic violence; or
- (b) to provide care or support to a member of the teacher's immediate family, or household, who requires care or support because of:
  - (i) a personal illness, or personal injury; or
  - (ii) unexpected personal emergency, or

- (iii) family and domestic violence.

For the purpose of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the control of the teacher or the teacher's immediate family or household member 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 the teacher's usual attendance time at the School.

- (c) The entitlement to use Personal/Carer's Leave in accordance with subclause 24.2(b) is subject to:
  - (i) the teacher having responsibilities for the care or support of the person concerned; and
  - (ii) the person concerned being a member of the teacher's immediate family or household as defined in the Act.

*[Note: the Act defines "immediate family" (in s12) to mean a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee, or child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee. "Household" is not defined.]*

#### **24.4 Personal/Carer's Leave Accumulation**

Untaken Personal/Carer's Leave will accumulate as follows:

- (a) Untaken Personal/Carer's Leave entitlements at the commencement of this Agreement shall be carried forward indefinitely with no maximum accumulation.
- (b) Untaken Personal/Carer's Leave entitlements accruing after the commencement of this Agreement shall be carried forward indefinitely with no maximum accumulation.
- (c) For the purpose of this clause, untaken Personal/Carer's Leave accumulates only in respect of continuous service with the same employer and not otherwise.

#### **24.5 Personal / Carer's Leave Evidentiary Matters (Documentation)**

- (a) In accordance with the NES a teacher must provide the School, if requested, with evidence that would satisfy a reasonable person that they are entitled to take Personal Leave. Without limiting this obligation, it is agreed that the following evidence may be required, if requested by the School and subject to sub-clause (b), from a teacher in order to be entitled to personal leave:
  - (i) **for absences of two consecutive days or more because of a personal illness or injury** - the production, other than



in respect of the first three days absence due to illness or injury in any year, of a medical certificate addressed to the School, or, if the School requires, to the School Medical Officer, or other evidence that would satisfy a reasonable person.

- (ii) **for absences of less than two consecutive days because of a personal illness or injury** – the notice of the absence provided by the teacher, subject to sub-clause (d) below.
  - (iii) **for absences because of an unexpected personal emergency or domestic violence** – the provision of a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance prevented attendance at work, or other evidence that would satisfy a reasonable person.
  - (iv) **for absences to provide care or support because of a personal illness or injury** – production of a medical certificate or statutory declaration, of the illness or injury of the person concerned and that the illness or injury is such as to require care or support by the teacher, or other evidence that would satisfy a reasonable person. Evidence may also be required that the person requiring care or support is a member of the teacher’s immediate family or household.
  - (v) **for absences to provide care or support because of a personal emergency or family and domestic violence** - the provision of a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance resulted in the person concerned requiring care or support by the teacher, or other evidence that would satisfy a reasonable person. Evidence may also be required that the person requiring care or support is a member of the teacher’s immediate family or household.
- (b) Nothing in sub-clause (a) precludes:
- (i) a School from not requiring evidence in a particular circumstance, or as a matter of school policy, or
  - (ii) a School from requiring evidence as outlined above in a particular circumstance despite school policy.
- (c) A medical certificate required under this clause may be provided by a person registered, or licensed, as a health practitioner under a law of a State or Territory that provides for the registration or licensing of health practitioners, provided the illness or injury is within the area of expertise of the practitioner.
- (d) Where a teacher has taken frequent single days of personal leave, or taken extended personal leave such that the School requires additional information in relation to the teacher’s eligibility for leave, then the School may take action in accordance with this subclause.
- (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 be reasonably 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 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 so to do by the School.

- (ii) After consideration of the teacher's response, the School may
  - A. require further evidence of illness; and/or
  - B. require the teacher to provide a medical certificate from a medical practitioner nominated by the School (at the School's cost) in relation to the likely period of absence or to establish only eligibility for personal leave (and no other information); and/or
  - C. discuss with the teacher any other action.
- (iii) Where a teacher fails to attend a meeting as requested by the School pursuant to paragraph (i) of this sub-clause and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in paragraph (ii) of this sub-clause, then the School may cease payment of personal leave if the School has reasonable grounds for a belief that the teacher is not entitled to personal 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.
- (v) Where a teacher is unable to carry out their normal duties due to illness or injury for a period of four or more weeks, a school may require the teacher to provide, from the teacher's treating health practitioners (at the School's cost in relation to any net amount payable by the teacher), additional information regarding the teacher's capacity for work and fitness to perform work safely, including, but not limited to: the teacher's condition and treatment; the effect of the condition on the teacher's capacity to perform their usual work or any work safely (including any limitations or medically imposed restrictions); and the treating health practitioner's prognosis for recovery including relevant timeframes for a return to work. The School may also arrange for the teacher to attend a medical examination with a health practitioner nominated by the School (at the School's cost) to report on and inform it of these matters. The teacher must give the treating health practitioner(s) and/or examining health practitioner any consent required to enable the provision of such information

to the School.

#### **24.6 General Requirements**

(a) Workers' Compensation

A teacher shall not be entitled to Personal/Carer's Leave for any period in respect of which such teacher is entitled to workers' compensation.

(b) Notification

A teacher shall not be entitled to Personal/Carer's Leave unless he or she notifies the Principal of the School (or such other person deputised by the Principal), prior to the commencement of the first organised activity at the School on any day, or otherwise as soon as practicable, of the need for Personal Leave and of the estimated duration of the absence (or if unable to do so took all reasonable steps to notify the Principal or was unable to take such steps)

#### **24.7 Unpaid Carer's Leave**

- (a) Under the Act and subject to the conditions in the Act a teacher is entitled to a period of up to two days unpaid carer's leave for each occasion when a member of the teacher's immediate family or household requires care or support due to an illness or injury or an unexpected emergency affecting the member. This leave is subject to the same requirements as the taking of paid Personal/Carer's Leave (for caring purposes) and can only be taken if a teacher does not have available paid Personal/Carer's Leave.
- (b) A teacher may also elect, subject to the consent of the school, to take additional unpaid leave for the purpose of providing care and support to a member of the teacher's immediate family or household who requires care or support due to an illness or injury or an unexpected emergency affecting the member.

#### **24.8 Personal Carer's Leave Entitlement for Casual Teachers**

- (a) Subject to the evidentiary and notice requirements in **subclause 24.4**, casual teachers are entitled to not be available to attend for work, or to leave work, if they need to provide care or support to a member of the teacher's immediate family or household who is ill or injured, or who requires care or support due to an unexpected emergency affecting the member, or in connection with the birth of a child of the teacher or teacher's spouse.
- (b) Where practicable, the school and the teacher will 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) A school must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

## 24.9 Compassionate Leave

### 24.9.1 Paid Compassionate Leave

- (a) A teacher is entitled to paid compassionate leave in accordance with the Act and subject to the terms and conditions of the Act.
- (b) For the purposes of this clause, compassionate leave is paid leave taken by a teacher:
  - (i) For the purposes of spending time with a person who:
    - (A) is a member of the teacher's immediate family or household as defined in the Act; and
    - (B) 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 household or the still birth of the child as defined in the Act.
  - (iii) After the teacher or their spouse or de facto partner has a miscarriage.
- (c) Subject to **subclauses 24.6.2(a) and (b)**, 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 household
    - A. Contracts or develops a personal illness that poses a serious threat to his or her life; or
    - B. a member of the teacher's immediate family or household 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;
  - (iii) the teacher or their spouse or de facto partner has a miscarriage.
- (d) Subject to **subclauses 24.6.2(a) and (b)**, 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 household dies.

### 24.9.2 Conditions on taking Compassionate Leave

- (a) A teacher may be required to provide the School with evidence that would satisfy a reasonable person of such illness or injury (and serious threat to life) or death and that the person is or was a member of the teacher's immediate family or household.
- (b) Subject to **subclause 24.6.2(c)**, 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.
- (c) Compassionate leave may be taken in conjunction with carer's leave available under **subclause 24.3 and 24.4**. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the School.

### **24.9.3 Unpaid Compassionate Leave - Casual Teachers**

- (a) Subject to the evidentiary and notice requirements in the Act, casual teachers are entitled to not be available to attend work, or to leave work, in the circumstances set out in **subclause 24.6.1(b)(i) and (ii)**.
- (b) The employer and the 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) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

### **25 Leave to Deal with Family and Domestic Violence Leave**

Family and domestic violence leave is provided in accordance with the NES.

## 26 Unpaid Parental Leave and New Parent Bonus

This clause of the Agreement provides agreement specific details and supplements the NES which deals with parental leave.

### 26.1 General

- (a) A teacher is entitled to take unpaid parental leave in accordance with the provisions of the Act and subject to the limitations and conditions, including notification requirements, contained in that Act. Without limiting the operation of this clause, a teacher must have 12 months continuous service to be eligible for parental leave under the Act and must have or soon will have a responsibility for the care of a child.
- (b) A teacher must give notice of the intention to take leave and provide other notices and documentation in accordance with the provisions of the Act (and, in particular, section 74).
- (c) Other than as provided by the Act, the period of parental leave will not count as a period of service under this Agreement or any statute.
- (d) If an employee takes concurrent parental leave as described in the Act, **subclause 25.2** of this Agreement applies.
- (e) Where following an earlier period of parental leave a teacher has not returned to work for a period of four school terms, or such lesser period as may be agreed to by the School, before the birth or adoption of a second or subsequent child, the teacher will remain entitled to unpaid parental leave in accordance with the Act. However, the teacher will not be entitled to a new parent bonus in respect of the birth or adoption of the second or subsequent child.

### 26.2 Other Parent Parental Leave

- (a) A teacher who is entitled to take unpaid parental leave pursuant to section 71 or section 72A of the Act and who applies to take parental leave, subject to **subclause 25.2(d)** below, will be entitled to up to two weeks' paid leave, within 12 months from the day of birth of the child, or on the day on which the child or mother of the child leaves hospital following the birth, or in the case of an adoption, from the date of placement of the child.
- (b) A period of paid leave referred to in **subclause 26.2(a)** will count as a period of service under this Agreement.
- (c) A teacher must give notice of the intention to take parental leave and provide other notices and documentation as required by the provisions of the Act (and, in particular, section 74).
- (d) A teacher who receives 'Dad and Partner' pay under the *Paid Parental Leave Act 2010* (Cth) during a period of parental leave under the Act is not eligible for paid carer's leave for that period of time (as the teacher must be on unpaid leave to receive the 'Dad and Partner' pay).

### 26.3 New Parent Bonus

- (a) A teacher having 12 months continuous service who gives birth to or adopts a child is entitled to receive a new parent bonus from the School. The calculation

of the new parent bonus is dealt with at **subclauses 26.3(b) and (c)** below.

- (b) The weekly value of the new parent bonus is the difference, if any, between the teacher's gross weekly salary for the usual position held by the teacher (plus any allowance received under **subclauses 16.1 or 16.2**) before the teacher commenced leave in connection with the birth or placement of the child for adoption, or gave birth to or adopted the child, whichever occurred first, and the federal minimum wage.
- (c) The value of the new parent bonus, expressed in weeks, is currently 18 weeks, or the number of weeks of unpaid parental leave taken, if the period of leave taken is less than 18 weeks, to a minimum of 6 weeks. The teacher will be paid the new parent bonus at the rate calculated in accordance with **subclause 26.3(b)** multiplied by the number of weeks as determined in accordance with this paragraph.

Note: From 1 February 2025, the value of the new parent bonus as referred to in this clause will increase to '20 weeks' and will apply to any period of parental leave that commences on or after 1 February 2025.

- (d) If a new parent bonus is payable, the teacher must be paid:
  - (i) At the usual times and intervals that other employees are paid at the school from the birth or placement of the child; or
  - (ii) As otherwise agreed in writing, for example, from the commencement of a period of parental leave, or deferred to a later date, and/or in a lump sum or in instalments.
- (e) For the avoidance of doubt:
  - (i) The birth or adoption of more than one child around the same period of time does not give rise to a second or greater bonus. The new parent bonus is only payable once in such circumstances.
  - (ii) If both parents of an adopted child are covered by this Agreement, or an agreement in similar terms, the new parent bonus available in respect of the adoption of the particular child is only available to one parent. It is payable by one school, to one employee covered by this Agreement, or an agreement in similar terms. Generally, it is anticipated that this will be the adoptive mother. However, the parents may agree that it be the adoptive father.
- (f) Where following an earlier period of parental leave, a teacher has not returned to work for a period of four school terms, or such lesser period as may be agreed to by the School, before the birth or adoption of a second or subsequent child, the teacher will remain entitled to unpaid parental leave in accordance with the Act. However, the teacher will not be entitled to the new parent bonus in respect of the birth or adoption of the second or subsequent child.

#### **26.4 Parental Leave Entitlement for Casual Teachers**

- (a) A school must not fail to re-engage an eligible casual teacher as defined in the

Act because:

- (i) The teacher or teacher's spouse is pregnant; or
  - (ii) The teacher is or has been immediately absent on parental leave.
- (b) The rights of a school in relation to engagement and re-engagement of casual teachers are not affected, other than in accordance with this clause.

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

- (a) A teacher entitled to parental leave may request a school to allow the teacher to extend the period of unpaid parental leave beyond the available period of leave, as defined in the Act, for a further continuous period of leave not exceeding 12 months in accordance with the NES.
- (b) The obligations of the school and procedures to be followed in responding to the request are set out in Section 76A of the Act for, including the right to refuse the request based on reasonable business grounds and following discussions with the employee.

Note: Disputes about requests for extensions to unpaid parental leave may be dealt with under Schedule D—Dispute resolution and/or under section 76B of the Act.

## **26.6 Communication during Parental Leave**

- (c) 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 to the teacher in relation to any significant effect the change will have on the status, responsibility level, pay or location 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, responsibility level, pay or location of the position the teacher held before commencing parental leave.
- (d) 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.
- (e) 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 this clause.

## **27 Community Service Leave**

Community service leave is provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with community service leave.

### **27.1 Military Reserve Leave**

A teacher who is a member of the Australian Military Reserve or other Australian military forces will be granted unpaid leave for the purpose of attending any



compulsory camp or posting.

## **27.2 Jury Service Leave**

- (a) A full-time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with leave for this purpose.
- (b) A teacher required to attend for jury duty must apply for payment of a jury attendance fee (or jury allowance) (through the Sheriff's Office) for such duty. A teacher required to attend for jury duty must not fill in a statutory declaration or other form to the effect that the employer will continue to pay the teacher's normal pay while on jury duty.
- (c) Subject to **subclause 26.2(b)** above, the school will pay the teacher the difference between the allowance or payment received by the teacher for such jury service and the pay that the teacher would otherwise have received for work at the school over the period of the jury service.
  - (d) As a matter of practice, the school may make a payment to the teacher representing the teacher's full pay for the period, in which case the teacher shall be required to reimburse to the school any monies payable to the teacher for such attendance on jury service (excluding reimbursement of expenses) which required the teacher's absence from the school.
- (e) The teacher shall notify the employer 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 employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

## **28 Public Holidays**

Public holidays are provided for in the NES. For the avoidance of doubt, a public holiday falling at the end of a term week immediately before a pupil vacation period, or the day before the first day of a term, is taken as falling in term time and counts as part of a term week.

## **29 Application of NES and Leave Arrangements in this Agreement**

- 29.1** The leave arrangements in this Agreement are considered by the School to be more favourable than the arrangements provided under the National Employment Standards ('the NES') in the Act.
- 29.2** In the event that the application of the NES in particular circumstances would result in a more favourable outcome to a teacher, this Agreement is modified to the extent that is necessary to comply with the NES.

## **30 Long Service Leave**

### **30.1 General Provisions**

- (a) Except in so far as expressly varied by the provisions of this **clause 29**, the provisions of the *Long Service Leave Act 1955* (NSW) shall apply to teachers employed under this Agreement.
- (b) For the purpose of this **clause 29 Long Service Leave**, a teacher shall be deemed to have completed a year of service if he or she had worked (or been on paid leave) for the whole of the term time of that calendar year.

### **30.2 Quantum of Leave**

Subject to **subclause 29.3** the amount of long service leave to which a teacher (other than a teacher in a pre-school) shall be entitled will:

- (a) In the case of a teacher who has completed at least ten years continuous service with the same school, be:
  - (i) In respect of ten years continuous service so completed 13 weeks; and
  - (ii) In respect of each additional five years of continuous 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 a school five years continuous service, and whose employment:
  - (i) Is terminated by the school for any reason other than misconduct; or
  - (ii) Ceases for any other reason (including resignation by the teacher),be a proportionate amount on the basis of 13 weeks for ten years continuous service (such service to include service with the school as an adult and otherwise than as an adult).

### **30.3 Calculation of Entitlement - Teachers Employed in the School**

In the case of a teacher (other than a teacher in a pre-school) whose service with a school began before the commencement of this Agreement, and whose service would entitle the teacher to long service leave under this clause, the amount of long service leave to which such teacher is entitled will be the sum of the following amounts:

- (a) The amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* 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 1995 until 28 January 2001; and
- (d) An amount calculated on the basis of the provisions of **clause 29.2** of this Agreement for the period from 29 January 2001 (note corresponding provisions applied in previously applicable industrial instruments).

The above periods of calculation are listed in the table below:

Calculation of Entitlement	
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

*(Note: for calculation of long service leave for teachers employed in a pre-school, see **Schedule F, Particular Conditions of Pre-school Teachers**).*

#### **30.4 Conditions of Taking Leave**

- (a) Where a teacher has become entitled to long service leave in respect of the teacher's service with a school, the School shall give to the teacher and the teacher shall take the leave as soon as practicable having regard to the needs of the School provided always that unless the School otherwise agrees the teacher shall give not less than two school terms notice of the teacher's wish to take leave and further provided that the School shall give the teacher not less than two school terms notice of any requirement that such leave be taken.
- (b) Long service leave will generally be taken in blocks of at least one school term. However, a school may agree to allow a teacher to take long service leave in smaller blocks, including single days, for personal reasons, including further study, subject to the operational needs of the School.

- (c) 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 and following the period of long service leave. A period of long service leave taken wholly within one term shall also be exclusive of pupil vacation periods adjacent to the period of leave, if the taking of long service leave of less than one term has been approved by the School.
- (d) 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 **subclauses 29.4(b) and (c)** the conditions of that clause shall apply, provided nothing in this paragraph shall affect the operation of **clause 22.6**.
- (e) Where long service leave is not taken in accordance with **subclause 29.4(c) or (d)** it will be inclusive of pupil vacation periods.
- (f) 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.
- (g) A teacher who has completed 7 years of service may request to take long service leave in advance. In agreeing to any such request a school may require the teacher to take leave for a whole term and to take unpaid leave for such period of term time as is not covered by the teacher's long service leave taken in advance.

### **30.5 Long Service Leave and Public Holidays**

A period of long service leave shall be exclusive of any public holidays falling within the period of leave.

### **30.6 Continuous Service**

The service of a teacher with a school will be deemed to be 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 will not be taken into account in calculating the period of service.

### **30.7 Payment in Lieu of Long Service Leave**

- (a) Payment in lieu of Long Service Leave Generally
  - (i) A teacher with 10 years' continuous service with the School may cash out an amount of accrued but untaken long service leave that exceeds the amount of long service leave that the teacher would have accrued if the rate of accrual in the *Long Service Leave Act 1955* (NSW) applied to the teacher's employment (the additional long service leave), on the following basis:
    - (A) the teacher elects to cash out the additional long service leave;

- (B) the teacher provides a written election to the School stating that the teacher wishes to cash out the additional long service leave; and
    - (C) the School, in its discretion, authorises the teacher to cash out the additional long service leave.
  - (ii) If a teacher cashes out an amount of additional long service leave in accordance with this clause:
    - (A) the School will, within a reasonable time, pay to the teacher or as directed by him or her the amount of pay the teacher would have received if s/he had taken the long service leave that the teacher cashed out;
    - (B) the teacher's entitlements to long service leave will be reduced by the extent of such payment and the teacher will no longer be entitled to the long service leave that s/he cashed out; and
    - (C) the teacher may not seek to cash out further additional long service leave accrued until the teacher has completed a further 5 years' service from the time that the teacher last became entitled to the benefit of this clause, unless the School agrees otherwise.
  - (iii) The parties agree that the primary purpose of long service leave is for a teacher to have an extended period of rest and recuperation away from work and that this will be taken into account in any decision to cash out additional long service leave.
- (b) Cashing out Excess Leave at time of taking Leave
- Without limiting **subclause 29.7(a)**:
- (i) Where a teacher takes long service leave for an entire school term, the teacher may request and the school may agree that, in addition to the long service leave, the teacher be paid an amount in lieu of additional long service leave accumulated by the teacher, prior to the commencement of the long service leave.
  - (ii) The payment made by the school in lieu of long service leave in this **subclause 29.7(b)** will not exceed five weeks' salary, or the maximum amount that may be cashed out under **subclause 29.7(a)(i)**, whichever is the lesser.
  - (iii) Any payment pursuant to this **subclause 29.7(b)** will be paid by the school upon the commencement of the teacher's long service leave, unless otherwise agreed between the teacher and the school.
  - (iv) Where a payment in lieu of long service leave is paid by the school in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment and the teacher will no longer be entitled to the long service leave that they have cashed out.

## 31 Portable Long Service Leave Scheme

### 31.1 Definitions

"**Previous Employer**" means the employer of the teacher prior to the teacher commencing employment with the school.

"**New Employer**" means a school at which the teacher has been offered and accepted employment.

"**Long Service Leave Accrual**" means as at the date of termination of employment the amount of entitlement to be paid in lieu of long service leave in accordance with **subclause 29.2(b)** of this Agreement and the *Long Service Leave Act 1955* (NSW);

"**Transferred Amount**" means where the teacher elects for the Long Service Leave Accrual to be transferred to a New Employer the amount of the payment transferred.

"**New Employer LSL Accrual**" means the amount of long service leave accrued by the teacher with the New Employer calculated in accordance with the scale of accrual set out in **subclause 29.2(a)** taking into account the deemed service in accordance with **subclause 30.2(b)**;

"**Transferred LSL Accrual**" means the Transferred Amount divided by the teacher's rate of pay with the New Employer at the date of the calculation. For the avoidance of doubt, this date is the date when the leave entitlement is calculated (being a future point in time) and not when the amount transferred is received.

### 31.2 Teachers transferring an entitlement from a previous employer

(a) This clause applies when a teacher is employed by the school and has arranged for a long service leave entitlement from a Previous Employer to be transferred to the school on terms consistent with this clause.

#### (b) Deemed Service with the School

For the purposes only of:

- (i) Calculating the rate of accrual of future long service leave entitlements; and
- (ii) Triggering the entitlement to take further long service leave;

Where:

- (i) A teacher has elected for the Previous Employer to pay the Long Service Leave Accrual to the school; and
- (ii) The Transferred Amount has been received by the School,

the teacher's service with the Previous Employer shall be deemed to be service with the school.

*Note: The general requirement in the Long Service Leave Act 1955 (NSW) for an employee to have 5 years continuous service before being eligible for a pro rata payment of long service leave, on termination of employment (other than for misconduct), repeated and extended (to include resignation) at **subclause 29.2(b)** above, is not changed by this provision.*

**(c) Calculation of Long Service Leave Entitlements**

Subject to **subclause 30.2(b)**, the amount of long service leave to which a teacher is entitled at a particular point in time in accordance with the Portable Long Service Leave Scheme, is to be determined in accordance with the following formula:

New Employer LSL Accrual + Transferred LSL Accrual

**(d) Special Conditions of taking Long Service Leave with the School**

A teacher to which this clause applies is not entitled to take any long service leave with the school unless, at the time the teacher would take the leave, the following conditions are satisfied:

- (i) The teacher has completed at least 10 years' service (including both actual service with the school and deemed service with the School in accordance with **subclause 30.2(b)**); and
- (ii) The teacher has been employed by the New Employer for at least 5 years, subject to **subclause 30.2(e)**; and
- (iii) The teacher has accrued sufficient long service leave (calculated on the basis of **subclause 30.2(c)**) to take leave of at least one school term, subject to **subclause 30.2(e)**.
- (iv) If a teacher, who has transferred an amount in respect of long service leave, takes long service leave, the amount transferred is applied against the leave taken first - before any leave accrued at the new school is accessed.

**(e) School may waive Special Conditions of taking Long Service Leave**

Despite **subclause 30.2(d)(ii)** and subject to **subclause 30.2(f)**, a teacher may commence to take long service leave earlier than the time prescribed in **subclause 30.2(d)(ii)** with the agreement of the New Employer.

Despite **subclause 30.2(d)(iii)** and subject to **subclause 30.2(f)**, a teacher may take an amount of long service leave which is less than one school term with the agreement of the New Employer.

**(f) General Conditions of taking Long Service Leave to apply**

For the avoidance of doubt, the conditions for taking long service leave set out in **subclauses 29.4, 29.5, 29.6 and 29.7(b)** apply with respect to the school to any teacher who has transferred an entitlement from a previous employer.

**(g) Payout during the Employment of Long Service Leave transferred**

A teacher, at any time during their employment with their New Employer, may request the school to pay to them the amount of the long service leave transferred. If this occurs, no interest is payable by the school under **subclause 30.2(h)**, and the teacher's service with the previous Employer shall no longer be deemed to be service with the school under **subclause 30.2(b)**.

**(h) 'Interest' if Long Service Leave not taken**

A teacher who leaves the school within 5 years is entitled to an 'interest' payment calculated as follows (unless the teacher has taken long service leave during that time pursuant to **subclause 30.2(e)** with the agreement of the school, or has requested and received a payout of the long service leave transferred under **subclause 30.2(g)** above):

$$P = T \times A/B$$

where:

**P** = the amount of the payment due

**T** = the Transferred Amount

**A** = Australian Bureau of Statistics, Consumer Price Index - All Groups Index Number for Sydney for the quarter immediately preceding the date of the payment

**B** = Australian Bureau of Statistics, Consumer Price Index - All Groups Index Number for Sydney for the quarter immediately preceding the date of receipt of the Transferred Amount

- (i)** For the avoidance of doubt, where a Teacher leaves the School within 5 years, the Teacher's service with the previous Employer shall not be deemed to be service with the School under **subclause 30.2(b)**.

**31.3 Teachers transferring an entitlement to a New Employer**

This clause applies to a teacher:

- (a) Whose employment with the School terminates; and
- (b) As at the date of termination of employment, who has an entitlement to be paid in lieu of long service leave in accordance with **subclause 29.2(b)** of this Agreement and the *Long Service Leave Act 1955* (NSW); and
- (c) Who has been offered and has accepted employment with the New Employer; and
- (d) Who is to commence employment with the New Employer.

**31.4 Election regarding Long Service Leave Accrual**

- (a) Subject to **subclause 30.4(b)** a teacher who satisfies the requirements in **subclause 30.3** may elect for the school to either:
  - (i) pay the Long Service Leave Accrual to the teacher as a lump sum payment or;
  - (ii) pay the Long Service Leave Accrual to the New Employer.
- (b) The School must notify a teacher of their right to make an election in accordance with **subclause 30.4(a)** at least three weeks before the date of termination of the teacher's employment with the School, if practicable.
- (c) For the purpose of **subclause 30.4(a)**, a teacher must notify the school of their election at least one week prior to the termination of the teacher's employment with the school (or such later time if agreed by the School) in writing.



- (d) Where the teacher elects for the School to pay the Long Service Leave Accrual to the New Employer, and notifies the School of such an election in accordance with **subclause 30.4(b)**, the School must pay the Long Service Leave Accrual to the New Employer on the date of termination of the teacher's employment with the School, if practicable, but no later than the date the teacher commences employment with the New Employer. The teacher will have no further entitlement to long service leave or a payment in lieu with the School, the teacher's right to long service leave or a payment in lieu being extinguished by the payment of the Transferred Amount to the New Employer.
- (e) If a teacher fails to make an election in accordance with **subclause 30.4(a)** or fails to satisfy the requirements in **subclause 30.4(c)** in making an election, the School must pay the Long Service Leave Accrual to the teacher as a lump sum payment, unless otherwise agreed by the school.
- (f) A teacher will be eligible for service to be recognised by the New Employer except where at the date of termination of employment with the School, the balance of the teacher's long service leave accrual is less than 5 weeks.
- (g) For the avoidance of doubt, an election made under **subclause 30.4(a)** is not able to be revoked or changed.

## **32 Examination/Study Leave**

Any teacher who for the purpose of furthering his or her 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.

## **33 Paid Natural Disaster Leave**

**33.1** This clause shall apply when a natural disaster is declared in a local government area or areas by the NSW government and the circumstances surrounding the natural disaster:

- 33.1.1.1 prevent the teacher from attending for work or leaving home;
- 33.1.1.2 pose a genuine threat to the teacher's property; or
- 33.1.1.3 pose a genuine threat to the teacher gaining access to their home (for example, road closures).

**33.2** 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.

**33.3** A casual teacher shall be entitled to 2 days unpaid leave.

**33.4** 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 33**, the reason for the leave, that is, why they are unable to attend work and

the period or expected period of their leave.

- 33.5** The School may request a Statutory Declaration from a teacher seeking to access this provision.
- 33.6** Natural Disaster Leave is not cumulative.
- 33.7** 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 Government in a local government area or areas.
- 33.8** 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.
- 33.9** 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.

## **Part 7 - Teacher Induction, Development, Accreditation and Professional Standards**

### **34 Teacher Induction and Skill Development**

#### **34.1 Induction**

- (a) Without limiting **clause 34 below**, a teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the School may agree that the teacher should participate in the induction process for a further year.
- (b) The induction process shall be determined by the School or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

#### **34.2 Induction not a Substitute for Performance Management**

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

#### **34.3 Teachers Returning to Teaching**

A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in **clause 33.1** with appropriate modification and shall be expected to participate as appropriate.

### **35 Teacher Accreditation and Professional Standards**

#### ***Introductory notes:***

The *Teacher Accreditation Act 2004* (NSW), and the *Teacher Accreditation Regulation 2010* (NSW) provide for the accreditation of teachers. The Australian Professional Standards for Teachers apply to such accreditation. Teachers required to be accredited must achieve and maintain accreditation at the level of Proficient Teacher within prescribed maximum timeframes.

Schools recognise the particular challenges for beginner teachers. They are committed to induction and support for new graduate teachers to assist them with the continuing development of their knowledge, skills and attitudes, with a view to them attaining accreditation at the level of Proficient Teacher.

#### **35.1 Teacher Accreditation**

- (a) Teachers subject to accreditation with NESAs (or any organisation or body that assumes responsibility for the accreditation of teachers in NSW) must meet the requirements of their accreditation.

- (b) A school will provide support to a teacher who is working towards achieving accreditation at Proficient Teacher Level. Examples of the types of support that may be provided include providing a mentor teacher, observation by the teacher of quality teaching practice, in class observations of the teacher, lesson review (reflection and professional dialogue) and formal and informal feedback in relation to the teacher's progress in reaching the Proficient Teacher standard.
- (c) A teacher required to obtain accreditation at the level of Proficient Teacher (or seeking accreditation at a higher level of accreditation) will work co-operatively with the School employing the teacher in the accreditation and assessment process and will comply with any policy implemented by the School and/or reasonable requirements of the School, including participating in classroom observations, feedback meetings and lesson reviews and adhering to timeframes and deadlines set by the School.
- (d) It is a teacher's responsibility to comply with the requirements of their accreditation.

## **Part 8 - Union Representation**

### **36 Union Representatives**

- 36.1 In order to promote the relationship between the School and all teachers of the school (including members of the union and other teachers) bound by this Agreement:
- (a) The School shall permit the union representative in the School, if any, (not being an official of the Union) to post union notices relating to the holding of meetings in relation to employment matters on a common room noticeboard.
  - (b) Where a teacher requests the union representative at the school (not being an official of the Union) to represent them in relation to a matter concerning their employment under this Agreement, the union representative shall be permitted in working hours (other than timetabled teaching time) to hold discussions with a representative of the School. Such discussions shall take place at a time and place convenient to both parties.
  - (c) Meetings of union members who are employed at the School may be held on the School premises, at places reasonably convenient to both union members and the School and in accordance with the Act. Provided also that the union representative gives prior notice to the Principal of the members' intention to meet.

## **Part 9 - Faith Basis of Schools**

### **37 Faith Basis of the School**

#### **37.1 General**

- (a) Without limiting the School's Constitution, Statement of Faith and related documents, which may provide more specific information, the School is an institution established for religious and educational purposes, conducted in accordance with the doctrines, beliefs and/or tenets or teachings of the evangelical protestant stream of the Christian religion.
- (b) The doctrines, beliefs, tenets and/or teachings (collectively beliefs) ethos and values (collectively ethos), vision, mission, aims and objects (collectively aims) of the School are based on acceptance of both the lordship of Jesus Christ and the Bible as the revealed Word of God, as these concepts are expounded in the School's Statement (or Confession) of Faith and other documents.
- (c) All staff, as members of the School Christian community, are required to be genuine adherents in belief and practice to the Christian faith and play a significant part in the ministry of the Christian church and the Gospel; teaching and modelling to students, and representing the School to those both inside and outside the school community.
- (d) Teachers are required to support the School in upholding and meeting its beliefs, ethos and aims and set an example of personal conduct and lifestyle consistent with the beliefs, ethos and aims of the School.

#### **37.2 Statement of Faith**

- (a) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that a teacher possesses and maintains a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. At the least, such an active commitment requires regular and frequent attendance at the Church's worship services.
- (b) Should a teacher cease to have a firm personal belief consistent with the Statement of Faith, or cease to maintain an active commitment to and involvement with an appropriate Christian church the teacher shall inform the School.
- (c) If this situation continues after counselling and an opportunity for restoration, the school may terminate the teacher's employment, in accordance with the normal requirements relating to termination of employment.

### 37.3 Lifestyle and Values

The parties acknowledge that:

- (a) The School bases its beliefs, ethos and aims on the books of the Bible, both the Old and New Testaments which the School regards as the inspired and inerrant Word of God.
- (b) These beliefs and the School's ethos and aims are expounded in many of the School's public and internal documents, including the Statement of Faith, available to staff before and after their appointment.
- (c) Collectively, these books and documents inform the School's understanding of the lifestyle and values which all staff members of the School regardless of their role are required (subject to the provisions of relevant equal opportunity/anti-discrimination legislation) to respect and maintain at all times and are to be understood as source documents.
- (d) The provisions in this clause are included in good faith to avoid injury to the religious susceptibilities of adherents of the protestant stream of the Christian faith and damage to the reputation of the School.
- (e) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School must:
  - (i) Conduct themselves in a manner consistent with these beliefs, and in accordance with the Christian ethos and aims of the School, and any school code or policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students, families and others associated with the School.
  - (ii) Not act in a way that they know, or ought reasonably to know, is contrary to the beliefs, ethos and aims of the School. Nothing in their deliberate conduct shall be incompatible with the intrinsic character of their position.
  - (iii) Without limiting **subclauses 35.3(e)(i) and (ii)** above, avoid, whether by word, action or lifestyle any influence upon students (and in particular must not teach, encourage or model anything) contrary to the Statement of Faith, beliefs, ethos and aims of the School.
- (f) Acting contrary to the lifestyle and values requirements set out in this subclause is likely to cause injury to the religious susceptibilities of members of the School community who adhere to the School's beliefs and damage the School's reputation.
- (g) If a teacher acts contrary to the lifestyle and values requirements set out in this subclause the matter will be dealt with in accordance with the normal school procedures in relation to conduct and performance management.
- (h) If a dispute arises in connection with this clause it shall be dealt with in accordance with **clause 9 Dispute Resolution**.

## SCHEDULE A – Rates of pay

Table 1A – Salaries

	Column		1	2	3
Band	Step	Annual salary on commencement	Annual salary from the first full pay period on or after 1 February 2024	Annual salary from the first full pay period on or after 1 February 2025	Annual salary from the first full pay period on or after 1 February 2026
		\$	\$	3% \$	3% \$
<b>One</b>	<b>3</b>	69,206	76,818	79,123	81,497
	<b>4</b>	72,796	80,803	83,227	85,724
	<b>5</b>	76,749	85,190	87,746	90,378
	<b>6</b>	80,708	90,392	93,104	95,897
	<b>7</b>	85,075	91,455	94,199	97,025
<b>Two</b>	<b>8</b>	89,709	95,988	98,868	101,834
	<b>9</b>	93,707	99,797	102,791	105,875
	<b>10</b>	97,711	106,015	109,195	112,471
	<b>11</b>	101,716	114,431	117,864	121,400
	<b>12</b>	105,723	119,467	123,051	126,743
<b>Three</b>	<b>13</b>	113,646	122,168	125,833	129,608
<b>Four</b>	<b>HA/LT</b>	120,694	129,050	132,922	136,910

**Table 1B - Allowances for Positions of Responsibility**

	<b>Annual allowances on commencement</b>	<b>Annual allowances from the first full pay period on or after 1 February 2024</b>	<b>Annual allowances from the first full pay period on or after 1 February 2025</b>	<b>Annual allowances from the first full pay period on or after 1 February 2026</b>
		<b>7.5%</b>	<b>3%</b>	<b>3%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Preliminary Level Position of Responsibility</b>	4,701	5,054	5,206	5,362
<b>Position of Responsibility Level 1</b>	9,404	10,109	10,412	10,724
<b>Position of Responsibility Level 2</b>	18,808	20,219	20,826	21,451
<b>Position of Responsibility Level 3</b>	28,214	30,330	31,240	32,177

**Position of Responsibility Level 4 - Deputy Principal - Secondary**

	<b>Annual allowances on commencement</b>	<b>Annual allowances from the first full pay period on or after 1 February 2024</b>	<b>Annual allowances from the first full pay period on or after 1 February 2025</b>	<b>Annual allowances from the first full pay period on or after 1 February 2026</b>
		<b>7.5%</b>	<b>3%</b>	<b>3%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Enrolment (as at the commencement of the school year)</b>				
201-300	33,740	36,271	37,359	38,480
301-600	37,397	40,202	41,408	42,650
601-900	41,041	44,119	45,443	46,806
901+	44,686	48,037	49,478	50,962



**Position of Responsibility Level 4 - Deputy Principal - Primary**

<b>Enrolment (as at the commencement of the school year)</b>	<b>Annual allowances on commencement</b>	<b>Annual allowances from the first full pay period on or after 1 February 2024</b>	<b>Annual allowances from the first full pay period on or after 1 February 2025</b>	<b>Annual allowances from the first full pay period on or after 1 February 2026</b>
	<b>\$</b>	<b>7.5%</b> <b>\$</b>	<b>3%</b> <b>\$</b>	<b>3%</b> <b>\$</b>
201-250	26,958	28,980	29,849	30,744
251-400	30,270	32,540	33,516	34,521
401-600	33,740	36,271	37,359	38,480
601-800	37,397	40,202	41,408	42,650
801+	41,041	44,119	45,443	46,806

**Table 1C - Director's Allowances - Pre-schools**

<b>Units</b>	<b>Annual allowances on commencement</b>	<b>Annual allowances from the first full pay period on or after 1 February 2024</b>	<b>Annual allowances from the first full pay period on or after 1 February 2025</b>	<b>Annual allowances from the first full pay period on or after 1 February 2026</b>
	<b>\$</b>	<b>7.5%</b> <b>\$</b>	<b>3%</b> <b>\$</b>	<b>3%</b> <b>\$</b>
<b>1 0-25 Children</b>	7,571	8,139	8,383	8,634
<b>2 26-50 Children</b>	9,242	9,935	10,233	10,540
<b>3 51-75 Children</b>	11,536	12,401	12,773	13,156
<b>4 76 plus Children</b>	14,409	15,490	15,955	16,434

**Table 2 - Other Rates and Allowances**

			<b>Annual allowances on commencement</b>	<b>Annual allowances from the first full pay period on or after 1 February 2024</b>	<b>Annual allowances from the first full pay period on or after 1 February 2025</b>	<b>Annual allowances from the first full pay period on or after 1 February 2026</b>
<b>Item No.</b>	<b>Clause No.</b>	<b>Brief Description</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
1	16.2	Full-time Teacher - teaching classes of children with disabilities*	3,495 per annum	3,757 per annum	3,870 per annum	3,986 per annum
		(Pro rata for part-time Teacher)	134.06 per fortnight	144.11 per fortnight	148.43 per fortnight	152.88 per fortnight
2	16.3	Own Car Allowance: Where use authorised by the School	0.96 per km To a maximum of 400 km per week	0.96 per km To a maximum of 400 km per week	0.96 per km To a maximum of 400 km per week	0.96 per km To a maximum of 400 km per week

\* These allowances increase by 7.5% in 2024 and 3% in 2025 and 2026.

**Table 3 - Casual Rates**

<b>Casual Rates on commencement</b>			<b>Pre-schools only</b>
<b>Step Level</b>	<b>Full Day \$</b>	<b>Half Day \$</b>	<b>Quarter Day \$</b>
Step 3	349.23	174.62	87.28
Step 4	367.34	183.68	91.84
Step 5	387.28	193.65	96.83
Step 6	407.25	203.65	101.82
Step 7	429.30	214.66	107.33
Step 8	452.68	226.33	113.18
Step 9	470.13	235.07	117.54

<b>Casual Rates applicable for the first full pay period on or after 1 February 2024</b>			<b>Pre-schools only</b>
<b>Step Level</b>	<b>Full Day \$</b>	<b>Half Day \$</b>	<b>Quarter Day \$</b>
Step 3	387.65	193.83	96.92
Step 4	407.75	203.88	101.94
Step 5	439.66	219.83	109.92
Step 6	456.12	228.06	114.03
Step 7	461.50	230.75	115.38
Step 8	493.02	246.51	123.26
Step 9	548.95	274.48	137.24

<b>Casual Rates applicable for the first full pay period on or after 1 February 2026</b>			<b>Pre-schools only</b>
<b>Step Level</b>	<b>Full Day \$</b>	<b>Half Day \$</b>	<b>Quarter Day \$</b>
Step 3	399.28	199.64	99.82
Step 4	419.98	209.99	104.99
Step 5	452.85	226.43	113.22
Step 6	469.80	234.90	117.45
Step 7	475.35	237.67	118.84
Step 8	507.81	253.91	126.96
Step 9	565.42	282.71	141.36

## SCHEDULE B - Individual Flexibility Agreements

A school and a teacher may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the School and the teacher, as provided below.

- B.1** The terms the School and the individual teacher may agree to vary the application of are those concerning:
- (a) Arrangements for when work is performed;
  - (b) Allowances; and
  - (c) Leave loading.
- B.2** The School and the teacher must have genuinely made the agreement without coercion or duress.
- B.3** The agreement between the School and the teacher must:
- (a) Be confined to a variation in the application of one or more of the terms listed in **clause B.1**;
  - (b) Be about matters that would be permitted matters if the arrangement were an enterprise agreement;
  - (c) Not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
  - (d) Result in the teacher being better off overall than the teacher would have been if no individual flexibility agreement had been agreed to.
- B.4** The agreement between the School and the teacher must also:
- (a) Be in writing, name the School and the teacher and be signed by the School and the individual teacher and, if the teacher is under 18 years of age, the teacher's parent or guardian;
  - (b) State each term of this Agreement that the School and the individual teacher have agreed to vary;
  - (c) Detail how the application of each term has been varied by agreement between the School and the individual teacher;
  - (d) Detail how the agreement results in the individual teacher being better off overall in relation to the individual teacher's terms and conditions of employment; and
  - (e) State the date the agreement commences to operate.
- B.5** The School must give the individual teacher a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.

- B.6** Except as provided in this Schedule the agreement must not require the approval or consent of a person other than the School and the teacher.
- B.7** If a school seeks to enter into an agreement under this clause it must provide a written proposal to the teacher. Where the teacher's understanding of written English is limited the School must take measures, including translation into an appropriate language, to ensure the teacher understands the proposal.
- B.8** The agreement may be terminated:
- (a) By the School or the teacher giving 4 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) At any time, by written agreement between the School and the teacher.
- B.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between a school and a teacher contained in any other term of this Agreement.
- B.10** If a school and a teacher agree to an individual flexibility agreement under these provisions:
- (a) This Agreement has effect in relation to the School and teacher as if it was varied by the arrangement; and
  - (b) The arrangement is taken to be a term of this Agreement (but does not change the effect the Agreement has in relation to the School, or any other school, and any other employee.

## **SCHEDULE C - Consultation and Redundancy**

### **C1. APPLICATION**

- C1.1 This Schedule shall apply in respect of teachers employed in the classifications specified by the agreement, except as provided below.
- C1.2 The provisions of **clauses C4 and C5** of this Schedule shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of teachers and shall only apply to full time and part time employees of those employers.
- C1.3 Notwithstanding anything contained elsewhere in this Agreement, the provisions of **clauses C4 and C5** of this Schedule shall not apply to teachers with less than one year's continuous service.
- C1.4 The provisions of **clauses C4 and C5** of this Schedule shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual teachers, apprentices or teachers engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

### **C2. SCHOOL'S DUTY TO NOTIFY AND DISCUSS MAJOR CHANGES**

- C2.1 Where a school has made a definite decision to introduce major changes in production, programme, 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, their representative or representatives, if any, notified to the School.
- C2.2 '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. Provided that where this Agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.

### **C3. DISCUSSIONS WITH TEACHERS AND THEIR REPRESENTATIVES**

- C3.1 The School shall discuss with the teachers affected by the introduction of such changes, and their representatives, if any, the introduction of such changes, the likely effect on the teachers and the measures taken to avert or mitigate the adverse effects of such changes. Such discussions must commence as soon as is practicable after the School has made the decision described in **subclause C2.1**.



- C3.2 A teacher or teachers may appoint a representative for the procedures set out in this Schedule. If a teacher appoints or teachers appoint a representative for the purposes of consultation and the teacher or teachers notify the School of the identity and appointment of such representative the School must recognise that representative.

Where a teacher is a member of the union, and informs the School of this, the union will be that teacher's representative unless the teacher appoints another person or revokes the union's status as his or her representative.

- C3.3 For the purposes of the discussion, the School shall, as soon as practicable, provide in writing to the teachers concerned and their representatives, if any, 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, the expected effects of the changes on teachers, and any other matters likely to affect teachers, provided that the School is not required to disclose confidential information the disclosure of which would be contrary to the School's interests.
- C3.4 The School must give prompt consideration to matters raised by the teachers and/or their representatives in relation to the major changes.

#### **C4. NOTICE FOR TERMINATION DUE TO CHANGES IN PRODUCTION, PROGRAMME, ORGANISATION OR STRUCTURE**

##### **C4.1 Notice**

This subclause 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 C2** of this part. The provisions of this clause only apply to a school if it employs 15 or more employees immediately before the termination of employment of a teacher or teachers due to redundancy.

- C4.1.1 In order to terminate the employment of a teacher due to redundancy the School shall give to the teacher at least 4 (four) weeks' notice.

- C4.1.2 In addition to the notice above, teachers over 45 years of age at the time of the giving of the notice with not less than five years continuous service, shall be entitled to an additional week's notice.

- C4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Subject to **clause 11.3** of this Agreement, the employment may be terminated by the School giving part of the period of notice specified and part payment in lieu of the balance of the period of notice.

##### **C4.2 Time off during the Notice Period**

- C4.2.1 During the period of notice of termination given by the School a teacher shall be allowed up to one day's time off without loss of pay during each week of the period of notice, to a maximum of the period of notice required by this Schedule, for the purposes of seeking other employment. For the avoidance of doubt, this means that a teacher is entitled to be absent, with pay, for the purpose of seeking employment, during 1 day per week for the 4 - 5 week period of notice.

Absence with pay for part of 2 or more days during a week is not contemplated by this clause. However, the School and a teacher may agree that the one day's time off be spread over a number of days. A part-time teacher is entitled to paid time off for the purpose of seeking employment, on a pro-rata basis. Time off pursuant to this clause, other than to attend appointments or interviews, is to be taken at a mutually convenient time, following consultation between the teacher and the School.

C4.2.2 If the teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the teacher shall, at the request of the School, be required to produce proof of attendance at an interview or the teacher shall not receive payment for the time absent. For this purpose, a statutory declaration is sufficient.

C4.2.3 This entitlement applies instead of **clause 11.6** of this Agreement.

#### **C4.3 Employee leaving during the Notice Period**

If the employment of a teacher is terminated (other than for misconduct) before the notice period given by the School 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. However, in such circumstances the teacher shall not be entitled to payment in lieu of notice. If the teacher decides to leave earlier than the date the notice period given by the School expires, the teacher must give the School at least the notice required for resignation by a teacher, unless the School agrees to a lesser period of notice or waives the period of notice.

#### **C4.4 Statement of Employment**

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

#### **C4.5 Centrelink Employment Separation Certificate**

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

#### **C4.6 Transfer to Lower Paid Duties**

Where a teacher is transferred to lower paid duties for reasons set out in **clause C2** of this Schedule, 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.

## **C5. SEVERANCE PAY**

C5.1 The provisions of this clause only apply to a school if it employs 15 or more employees immediately before the termination of employment of a teacher or teacher due to redundancy. Where the employment of a teacher is to be terminated pursuant to **clause C4** of this Schedule, subject to further order of the Fair Work Commission and whilst this Agreement is in operation, the School shall pay the following severance pay in respect of a continuous period of service:

C5.1.1 If a teacher is under 45 years of age, the School shall pay in accordance with the following scale:

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

C5.1.2 Where a teacher is 45 years old or over, the entitlement shall be in accordance with the following scale:

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

C5.1.3 'Weeks Pay' means the all purpose rate of pay for the teacher concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over agreement payments, and allowances for positions of responsibility and special education as provided for in this Agreement at **clauses 16.1 and 16.2**.

#### **C5.2 Incapacity to Pay**

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 **subclause C5.1**.

The Fair Work Commission shall have regard to such financial and other resources of the school concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in **subclause C5.1** above will have on the School.

#### **C5.3 Alternative Employment**

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

#### **C6 Proposed Introduction of Changes to Regular Rosters or Ordinary Hours of Work**

C6.1 The School will consult with teachers about proposed changes to their regular roster (if any) or ordinary hours of work.

C6.2 Affected teachers may be represented for the purposes of consultation under this **subclause C6**. If the teacher or teachers affected appoint a representative, then the employer shall recognise the representative.

C6.3 For the purposes of this **subclause C6**, the School will:

- (a) Discuss with affected teachers the proposed introduction of the change;
- (b) Provide to the affected teachers information about the change,
- (c) Invite the affected teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (d) Consider any views that are given by the affected teachers.

C6.4 However, the School is not required to disclose confidential or commercially sensitive information to the affected teachers.

## **SCHEDULE D - Dispute Resolution**

### **D1. General**

The parties acknowledge the value of a dispute resolution procedure in this Agreement which is to be used to resolve a dispute. Subject to the provisions of the Act, all grievances or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the manner set out in this clause.

### **D2. Discussion within School**

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the teacher and the School in accordance with any procedures that have been adopted by the School. This may include discussions between the teacher or teachers concerned and the relevant supervisor (subject, department or school section head). If such discussions do not resolve the dispute, the procedure may require discussions between the teacher or teachers concerned and more senior levels of management as appropriate.
- (b) Should the matter not be resolved, the parties may agree to submit the dispute to an agreed mediator for the purpose of mediation. If the parties do not agree to mediation or if no agreement can be reached on an agreed process for mediation and the person who shall conduct the mediation, the matter may be referred by either party to the Fair Work Commission for conciliation.
- (c) Should the matter not be resolved in accordance with the above procedures it may be referred by either party to the Fair Work Commission or any other person agreed between the parties for conciliation.

### **D3. Process of Mediation**

If the parties choose to participate in mediation:

- (a) Both parties shall confer and reach agreement on the process for mediation and the person who shall conduct the mediation;
- (b) Both parties shall participate in the mediation process in good faith;
- (c) Both parties shall observe the instructions of the mediator about the conduct of the mediation, provided that such instructions comply with any applicable requirements of the Act;
- (d) The mediation procedure is confidential and neither party can use as evidence in arbitration or court proceedings any discussion between the parties and between the parties and the mediator or any written statements prepared for the mediator or for a party;
- (e) Both parties are entitled to the assistance of a support person for the purpose of these procedures; and

- (f) Both parties agree not to commence proceedings under the Act or for damages for breach of this Agreement or contract unless this dispute resolution procedure has been followed without a satisfactory conclusion reached.

#### **D4. Process of Conciliation**

During the conciliation the Fair Work Commission may:

- (a) Arrange conferences of the parties or their representatives at which a Commissioner or conciliator is present; and
- (b) Require the attendance of the parties or their representatives; and
- (c) Arrange for the parties or their representatives to confer among themselves at conferences at which a Commissioner is not present; and
- (d) 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. The recommendations may include that the parties submit to consent arbitration.

#### **D5. Conduct during Mediation or Conciliation**

- (a) 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.
- (b) In directing a teacher to perform other available work, the school must have regard to:
  - (i) The provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that teacher or that other work; and
  - (ii) Whether that work is safe and appropriate for the teacher to perform.

#### **D6. Representatives**

The teacher and the School may each appoint another person, organisation or association to accompany and/or represent them for the purposes of the procedures in this clause.

## **SCHEDULE E - Teacher Classifications - Equivalent Qualifications**

This Schedule contains more detail concerning qualifications equivalent to those specified for classifications in **clause 3 Definitions** of this Agreement.

- (a) **Four Years Trained Teacher** includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music;
  - (ii) A teacher who has satisfactorily completed a four years' Diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution;
  - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
  - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; and
  - (v) A teacher who, in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.

## **SCHEDULE F - Particular Conditions of Pre-School Teachers**

### **F1. Introduction**

The conditions of this Agreement shall apply to teachers in pre-schools subject to the modifications contained in this Schedule.

### **F2. Definitions**

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



- (e) "Early Childhood Teacher" has the meaning in the Education and Care Services National Regulations

### **F3. Calculation of Service for Pre-school Teachers**

- (a) For the purpose of this clause, any teacher if required by the employer to do so shall upon engagement establish to the satisfaction of the employer, 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) as referred to in **clause F3(b)(i) and (ii)** 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 that pre-school in the same year, provided that a period of part-time service in terms of **clause F3(b)(ii)** shall count as service in the proportion that the part-time employment bears to full-time employment in that occupation.
  - (iii) The amount of service of a casual teacher employed in an ECS Centre shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the teacher in any year bears to the normal number of days worked by a full-time teacher at the ECS Centre in the same year.
- (b) For the purpose of this clause, a period of service other than service within **paragraph F3(a)** of this clause, shall be counted as service in accordance with the following principles:-
  - (i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service at the rate of one increment for each completed two years so engaged to a maximum of three increments;
  - (ii) A period of service as a Child Care Certificate worker in the child care industry, shall be recognised as service at the rate of one increment for each completed three years so engaged to a maximum of two increments.

The period of service of a teacher who commenced employment before the commencement of this Agreement, determined in accordance with the provisions applying in the Agreement replaced by this Agreement, will not be reduced as a result of the operation of this **subclause F3(b)**.

**F4. Directors**

- (a) A full-time teacher who is appointed as a Director in a pre-school will be paid, in addition to the amounts payable pursuant to **clause 14 Minimum Salary**, an annual allowance as set out in **Table 1C - Directors Allowance - Pre-schools of Schedule A - Monetary Rates**, unless they are paid a higher allowance under **Table 1B - Allowances for Positions of Responsibility of Schedule A**.
- (b) A part-time teacher who is appointed as a Director in a pre-school will be paid, in addition to the amounts payable pursuant to **clause 14 Minimum Salary**, an allowance in accordance with **Table 1C - Directors Allowance - Pre-schools of Schedule A - Monetary Rates**, on a proportionate basis to their load or the hours they work, unless they are paid a higher allowance under **Table 1B - Allowances for Positions of Responsibility of Schedule A**.
- (c) A teacher required by the school to act as a Director in a pre-school for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.

**F5. Long Service Leave - Quantum of leave and Calculation of Entitlement for Teachers Employed in a Pre-school**

This clause applies instead of the provisions of **subclauses 29.2 and 29.3** in relation to a teacher whose service with the school 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	
Teachers employed in a Pre-school	
Prior to 1 January 1998	0.866 weeks per year.
1 January 1998 to 31 December 1998	1.05 weeks per year.
1 January 1999 to 28 January 2001	1.05 weeks per year up to 10 years' service.  1.5 weeks per year, or proportion of a year, after 10 years' service.
On or after the 29 January, 2001	1.3 weeks per year up to 10 years' service  1.5 weeks per year, or pro rata for a proportion of a year, after 10 years' service

Note: Notwithstanding the provisions shown in the table above, a school may apply the provisions in **clause 29.2**, in respect of a teacher with more than 10 years of continuous service, to pre-school teachers. If a school applied the provisions in **clause 29.2**, in respect of a teacher with more than 10 years of continuous service, to pre-school teachers prior to the commencement of this Agreement, such arrangements continue to apply.

## **F6 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 middle of the day crib break. Such crib break shall be counted as time worked.

Provided, however, that a teacher may, by agreement with the employer, leave the centre during the crib break. A school shall give favourable consideration to any reasonable request by a teacher for permission to leave the centre during the teacher's crib break. Such time away from the centre 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) Teachers employed in pre-schools 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 employer with four term weeks' notice. The normal (daily) hours of a part-time teacher shall not be varied without agreement. Agreement will not be unreasonably withheld.

## **F7 Rostering**

(a) This clause, **clause F7**, shall only apply in respect to Employers listed in **Schedule H – List of Employers and Schools Covered by this Agreement**, who engage teachers to work for 48 weeks or more per year in an early childhood service.

(b) Rostering arrangements will not occur that would otherwise entitle employees to shift penalties under the Award.

(c) Employees will not be rostered to regularly work outside the Award span of hours.

(d) Employees will not be regularly require to work overtime.

## Schedule G - Positions of Responsibility

This Schedule should be read in conjunction with **clause 15 Positions of Responsibility**. The different levels of Positions of Responsibility are as set out below:

- (a) **Level 1** is the equivalent of a "**Co-ordinator 1**" under previously applicable industrial instruments and means a teacher appointed as such who is:
- (i) Responsible for the co-ordination of a programme of work in an area of instruction or other activity; or
  - (ii) Required to assist a teacher holding a Position of Responsibility Level 2 (formerly Co-ordinator 2) in the performance of his/her duties; or
  - (iii) Responsible for the professional development of teachers at the School; or
  - (iv) Required to perform other equivalent duties, as determined by the Principal.
- Level 1 includes a Senior Teacher Level 2.
- (b) **Level 2** is the equivalent of a "**Co-ordinator 2**" under previously applicable industrial instruments and means a teacher appointed as such in a primary or secondary department, or across a whole school, who is responsible to the Principal for the co-ordination of a programme of work in an area of instruction or other activity or activities, or required to perform other equivalent duties (which need not involve educational leadership) as determined by the Principal.
- (c) **Level 3** is the equivalent of a "**Co-ordinator 3**" and means a teacher appointed as such who is responsible to the Principal for:
- (i) The supervision of Positions of Responsibility Levels 1 and 2 and any remaining Senior Teacher Level 2; and/or
  - (ii) The co-ordination and supervision of the academic programme of the school in the secondary or primary departments or both; and/or
  - (iii) The professional development of teachers at the school; and/or
  - (iv) Other equivalent duties as required by the Principal.
- (d) **Level 4** is a Deputy Principal or equivalent.
- (e) **Preliminary Level** is the lowest level of position of responsibility. It means a teacher appointed as such in a primary or secondary department who has the following core responsibilities reflecting the criteria for appointment as a Senior Teacher 1 under previously applicable industrial instruments:
- (i) Work relating to classroom activities (beyond that expected of all teachers): significant involvement in curriculum/resource development, planning, reflective and adaptive classroom practice; significant preparation of syllabus content and knowledge and understanding of methodologies.

- (ii) Significant involvement in co-operative planning, professional learning and induction, mentoring and development of more junior teachers, facilitating sharing and learning knowledge and skills with and from peers/other teachers.
- (iii) Formal and informal involvement across (as a member of) the whole school: whole school contribution as required by an individual school.
- (iv) Participation in a level of in service determined by a school with consideration given to NESAs requirements.

[Note 1: The allowance payable for the Preliminary Level of Responsibility is calculated at half of a Level 1 (Co-ordinator 1) allowance.

Note 2: For the purposes of calculating a school's overall allocation of positions of responsibility this position counts towards half of one point]

- (f) **"Other activities"** include, but are not limited to, administrative, student welfare and/or pastoral care and/or co-curricular duties additional to those usually required of teachers by the school.
- (g) A position of responsibility may be categorised as administrative, student welfare and/o pastoral care, co-curricular, or educational leadership, or a combination of these.
- (h) The descriptions for each level of position of responsibility above are intended to be descriptive only. They are not intended to be prescriptive or definitive.

## Schedule H - List of Employers and Schools covered by this Agreement

School Name	Legal Entity
Calderwood Christian School	Illawarra Association for Christian Parent-Controlled Education
Coffs Harbour Christian Community School	Coffs Harbour Christian Community School Ltd
Covenant Christian School	Covenant Christian School Association Ltd
Illawarra Christian School	Illawarra Association for Christian Parent-Controlled Education
Kingdom Culture Christian School	Kingdom Culture Christian School Ltd
Kuyper Christian School	The Abraham Kuyper Christian Education Association Ltd
Mountains Christian College	Blue Mountains Christian Education Association Limited
Namoi Valley Christian School	Namoi Valley Christian School Inc
Nepean Christian School	The Nepean District Christian Education Association Ltd
New Hope Christian School	Pacific Group of Christian Schools Limited
Pacific Berowra Christian School	Berowra Christian Community School Limited
Pacific Brook Christian School	Pacific Group of Christian Schools Limited
Pacific Coast Christian School	Pacific Group of Christian Schools Limited
Pacific Gulgangali Jarjums Christian School	Pacific Group of Christian Schools Limited
Pacific Hills Christian School	Pacific Group of Christian Schools Limited
Pacific Hope Christian School	Pacific Group of Christian Schools Limited
Pacific Valley Christian School	Pacific Group of Christian Schools Limited
Richmond Christian College	Ballina Christian Education Association Ltd
Tyndale Christian School	The Association for Christian Education of Blacktown Ltd
Valley Hope Christian School	Pacific Group of Christian Schools Limited
Wagga Wagga Christian College	Wagga Wagga Christian College Limited
Wycliffe Christian School	The John Wycliffe Christian Education Association Ltd
Wycliffe Hope School	Wycliffe Hope School Limited

# Signing Page

**EXECUTED** as an agreement.

**SIGNED** for and on behalf of: )  
)  
Employers listed in **Schedule H – List of** )  
**Employers and Schools Covered by this** )  
**Agreement** in respect of schools listed in  
the Schedule.

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Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held

**SIGNED** for and on behalf of the )  
**Independent Education Union of** )  
**Australia** by an authorised person in the )  
presence of

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Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held