



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Association of Independent Schools of NSW Ltd T/A AISNSW
(AG2016/6903)

INDEPENDENT SCHOOLS NSW TEACHERS (HYBRID MODEL) MULTI-ENTERPRISE AGREEMENT 2017

Educational services

COMMISSIONER JOHNS

MELBOURNE, 23 MARCH 2017

Application for approval of the Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2017.

[1] On 4 November 2016, an application was made for approval of an enterprise agreement known as the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2017*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)* by The Association of Independent Schools of NSW Ltd T/A AISNSW (**Applicant**). The agreement is a multi-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. In any case the Commission received correspondence from the HSU indicating its acceptance of the undertakings.

[4] Subject to the undertakings referred to above, the Commission is satisfied that each of the requirements of ss.186, 187, 188 and 190, as are relevant to this application for approval, have been met.

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

[6] The Agreement is approved and, in accordance with s.54, will operate from 30 March 2017. The nominal expiry date of the Agreement is 31 January 2021.



COMMISSIONER

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Annexure A

AG2016/6903 Application for the Approval of the Independent Schools NSW Hybrid Model (Teachers) Multi-Enterprise Agreement 2017

Insert new clause 9 in Attachment D - Particular conditions for Teachers employed in Pre-Schools and Other Early Childhood Services in NSW

Clause 9 Rostering

- 9.1 This clause, Clause 9, shall only apply in respect to Employers listed in Schedule 5 – Legal Entities and Schools Covered by this Agreement, who engage teachers to work for 48 weeks or more per year in an early childhood service.
- 9.2 Rostering arrangements will not occur that would otherwise entitle employees to shift penalties under the Award.
- 9.3 Employees will not be rostered to regularly work outside the Award span of hours.
- 9.4 Employees will not be regularly required to work overtime.

Signed by:



Cathy Lovell
Head of Student Services
Division Head: Workplace Management

Date signed: 14 March 2017

Witnessed by:

Evelyn Nicolle
Assistant Division Head:
Workplace Management



Signature of Witness

Independent Schools NSW
Teachers (Hybrid Model)
Multi-Enterprise Agreement
2017

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

PART A – Application and Operation

1. Title

This Agreement shall be known as the *Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2017*.

2. Arrangement

This Agreement is arranged as follows:

1. Title

2. Arrangement

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PART B – Monetary Rates

Table 1A	Salaries
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Table 2	Other Rates and Allowances
Table 3	Casual Rates (Daily, Half Daily, Preschool only Quarter Day)

Attachment A:	Teacher Classifications
Attachment B:	Application for Senior Teacher 1
Attachment C:	Consultation and Redundancy
Attachment D:	Particular Conditions for Teachers employed in Preschools and other Early Childhood Services
Attachment E:	Legal Entities and Schools covered by this Agreement

3. Definitions

For the purpose of this Agreement:

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

- (B) satisfactorily completes a two year full-time equivalent Master of Teaching degree; or
 - (iii) A Teacher who is a graduate in Education [five year course]; or
 - (iv) Teacher who has obtained other equivalent qualifications as defined in **paragraph (h)** above.
- (k) **Four Years Trained Teacher** means:
- (i) A Teacher who is a graduate in Education [four year course]; or
 - (ii) A Teacher who is a graduate who holds a Diploma in Education from a recognised higher education institution; or
 - (iii) A Teacher who is a graduate who has satisfactorily completed at least a one year full-time course in teacher education at a recognised higher education institution, or who has acquired other equivalent qualifications; or
 - (iv) A Teacher who has acquired other equivalent qualifications as defined in **paragraph (h)** above; or
 - (v) A Teacher who is not otherwise classified.
- (l) **Full-Time Teacher** means any Teacher other than a Casual or Part-Time Teacher.
- (m) **Graduate** means a Teacher who holds a degree from a recognised higher education institution or has acquired other equivalent qualifications as defined in **paragraph (h)** above.
- (n) **Head of School** means a Teacher, senior to a Deputy Principal, appointed to manage a campus of a multi-campus school, such campus being geographically or organisationally distinct from the main campus of the school provided that the position of Head of School is remunerated at a rate at least 20% above the maximum salary and allowance payable from time to time pursuant to this Agreement.
- (o) **Highly Accomplished Teacher** means a Teacher who has been classified as such by BOSTES.
- (p) **Institute Act** means the *Teacher Accreditation Act 2004* (NSW).
- (q) **ISTAA** means the Independent Schools Teachers Accreditation Authority.
- (r) **National Employment Standards (NES)** means the minimum employment standards set out in Part 2-2 of the Act.
- (s) **Part-Time Teacher** means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a Full-Time Teacher at the School is required to teach.

Provided that a Part-Time Teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be in writing and shall include the length of the term of the arrangement and the scheduling of time.

- (t) **Positions of Special Responsibility:**
- (i) **Co-ordinator 1** means a Teacher appointed as such in a primary or secondary department who is:
 - (A) responsible for the co-ordination of a programme of work in an area of instruction or other activity; or
 - (B) required to assist a Co-ordinator 2 in the performance of his/her duties; or
 - (C) required to perform other duties, as determined by the Principal.
 - (ii) **Co-ordinator 2** means a Teacher appointed as such in a primary or secondary department who is responsible to the Principal for the co-ordination of a programme of work in an area of instruction or other activity.
 - (iii) **Co-ordinator 3** means a Teacher appointed as such in a primary or secondary department who is responsible to the Principal for:
 - (A) the supervision of Co-ordinators 1 and 2, and Senior Teacher Level 2; and/or
 - (B) the co-ordination and supervision of the academic programme of the school in the secondary or primary departments or both; and/or
 - (C) the professional development of Teachers at the school; and/or
 - (D) other duties as required by the Principal.
 - (u) **Primary Department** means that section or division of the school which provides a primary education [including infants], even if the school provides primary education only.
 - (v) **Proficient Teacher** means a Teacher who has been accredited by the relevant teacher accreditation authority as a Proficient Teacher as required by the BOSTES. Proficient Teacher shall be deemed to include a Teacher who has more than two years of service and was not required to obtain Proficient Teacher accreditation because he or she was an existing teacher in NSW prior to 1 October 2004.
 - (w) **Provisionally Accredited Teacher** means a Teacher as defined by the *Teacher Accreditation Act 2004* (NSW).
 - (x) **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.
 - (y) **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 students with a disability.
 - (z) **School Service Date** means the usual commencement date of employment at the School for Teachers who are to commence teaching on the first day of the first term. The School will notify the Teacher in writing upon commencement of the School Service Date that will apply to their employment.

- (aa) **Secondary Department** means that section or division of the school which is not a primary department, even if the school provides secondary education only.
- (bb) **Senior Teacher 1** means a Four Years or Five Years Trained Teacher who has completed at least 12 months full-time service or its part-time equivalent on Step 13 and who has been awarded the classification by an employing authority.
- (cc) **Senior Teacher 2** means a Teacher appointed as such in a primary or secondary department, who is responsible for developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of Teachers in the school, or who is required to perform other duties of comparable level (including in the area of pastoral care) requiring a high level of professional expertise.
- (dd) **Teacher** means a person employed as such to assist the Principal in the work of the school.
- (ee) **Temporary Teacher** means a Teacher employed to work Full-Time or Part-Time for a specified period which is at least four weeks but not more than a full school year.

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

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

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

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

- (ff) **Union** means the Independent Education Union of Australia.

4. Scope and Parties Bound

4.1 Parties Bound

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

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

4.2 Exclusions

This Agreement shall not apply to:

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

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

Provided further this Agreement shall not apply to Teachers employed in Long Day Care Centres (as defined in **Attachment D**) owned and operated by St Philip's Christian Education Foundation Ltd.

5. Commencement Date of Agreement and Period of Operation

- (a) This Agreement commences on and from 1 February 2017 or seven days after the date of approval by the Fair Work Commission, whichever is the later. The nominal expiry date of this Agreement is 31 January 2021.
- (b) This Agreement does not exclude the NES and the NES will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.
- (c) The salaries, allowances and rates contained in **Part B - Monetary Rates** of this Agreement do not commence until the first full pay period on or after 1 February 2017. For the period between 1 February 2017 and the first full pay period on or after 1 February 2017, each Teacher covered by this Agreement shall be paid the relevant rate of pay applicable from 1 February 2017 as set out in the Tables in **Part B - Monetary Rates**.
- (d) If the Agreement commences after 1 February 2017, the difference between the actual rate of pay received by a Teacher and the amounts set out in this Agreement shall be paid to the Teacher as soon as practicable after commencement of the Agreement.

6. Salary Scales

6.1 Salaries

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

6.2 Classifications

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

Band	Step	Accreditation Status
Band 1	5	Provisionally and Conditionally Accredited Teachers (have not yet attained Proficient Teacher as required by the BOSTES)
	6	
	7	
Band 2	8	Teachers accredited at the level of Proficient Teacher by the BOSTES; or
	9	
	10	A Teacher employed for the first time in NSW prior to 1 October 2004 who has completed 2 years of full-time equivalent service but less than 8 years of full-time equivalent service
	11	
	12	
13		
Band 3	ST1 prior to 1 January 2018	Experienced Teacher accredited as such by ISTAA

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

A Four Years Trained Teacher shall commence on Step 5 of Band 1 and shall progress according to normal years of service to Step 7, provided that the Teacher shall immediately progress from any step in Band 1 to Band 2 (Step 8) from the first full pay period on or after 1 February or the first full pay period on or after 1 July in the year the Teacher achieves Proficient Teacher accreditation, whichever date falls first after the Teacher is accredited. The Teacher shall then progress according to normal years of service to Step 13.

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

A Five Years Trained Teacher shall commence on Step 6 of Band 1 and shall progress according to normal years of service to Step 7, provided that the Teacher shall immediately progress from any step in Band 1 to Band 2 (Step 8) from the first full pay period on or after 1 February or the first full pay period on or after 1 July in the year the Teacher achieves Proficient Teacher accreditation, whichever date falls first after the Teacher is accredited. The Teacher shall then progress according to normal years of service to Step 13.

(d) **Band 3**

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

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

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

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

(f) **Senior Teacher 1 (applicable up until 1 January 2018)**

- (i) A Teacher who is eligible to apply to be classified as a Senior Teacher 1 in accordance with **clause 3(bb)** may apply to be classified as such and if the Teacher's application is approved by the School shall receive the Band 3 salary as set out in **Table 1A - Salaries of Part B - Monetary Rates**. Attached at **Attachment B – Application for Senior Teacher 1** is an application form.
- (ii) A Teacher referred to in **clause 3(bb)** who, on application, is assessed by the School as a highly skilled and competent Teacher in accordance with the following criteria shall be classified as provided in **clause 6.2(f)(i)**:
 - (A) **Tertiary Study** – courses of study undertaken at an approved tertiary institution; or
 - (B) **In-service** – approved by the Principal of the School, which is conducted by a government body, the school, a school organisation, a professional association or other relevant body; and

(C) **Professional Involvement** – participation in a wide range of professional activities at classroom, school or community levels as follows:

- (I) **Work relating to classroom activities** – involvement in curriculum and resource development and planning; involvement in reflective and adaptive classroom practice; including knowledge and preparation of syllabus content; relevance of methodology used.
- (II) **Promotion of learning in the classroom** - assessed by the Principal and/or the Principal's nominee as able to create a learning environment that engages students in their learning by the use of a variety of teaching strategies and management of the classroom to promote learning.

As part of the assessment the Principal and/or the Principal's nominee may make direct observations of the classroom practice for up to two lessons which will include assessing the class rapport, tone, discipline and motivation.

- (III) **Involvement beyond the classroom** – sharing and learning knowledge and skills with and from peers; involvement in cooperative planning.
- (IV) **As a member of the whole school** – effective involvement as a team member; effective contribution to the life of the School.

A Teacher should be assessed as highly skilled and competent on the basis of the Teacher's professional involvement and shall have participated in a satisfactory level of in-service or tertiary study.

(g) **Special Transitional Provisions – Senior Teacher 1**

This **clause 6.2(g)** will apply from 1 February 2017 until 1 January 2018. Notwithstanding the requirement that a Teacher must have one year of full-time equivalent service on Step 13 to apply for Senior Teacher 1 set out in **clause 3(bb)**, a Teacher classified as Step 12 or Step 13 may apply for Senior Teacher 1 and be classified at Band 3 as set out below up to 1 January 2018.

- (i) A Teacher classified as Senior Teacher 1 as at 31 December 2016 will be classified and paid at Band 3 as set out in **Table 1A – Salaries in Part B - Monetary Rates** from the first full pay period on or after the date of application; and
- (ii) A Teacher classified as Step 13 as at 31 December 2016 will be eligible to apply for classification as Senior Teacher 1 up to 30 April 2017. If the Teacher is awarded the classification by the School the Teacher will be classified and paid at Band 3 as set out in **Table 1A – Salaries in Part B - Monetary Rates** from the first full pay period on or after the date of application; and
- (iii) A Teacher classified as Step 12 as at 31 December 2016 will be eligible to apply for classification as Senior Teacher 1 up to the end of Term 4, 2017. If the Teacher is awarded the classification by the School the Teacher will be classified and paid at Band 3 as set out in **Table 1A – Salaries in Part B - Monetary Rates** from the first full pay period on or after the date of application.

- (iv) The classification of Senior Teacher 1 will cease to exist after 1 January 2018. Teachers who are classified at Senior Teacher 1 as at 1 January 2018 will be classified and paid at Band 3 as set out in **Table 1A – Salaries in Part B - Monetary Rates** from the first full pay period on or after the date of application. Teachers classified as Step 11 or below as at 31 December 2016 are not eligible to apply for classification as Senior Teacher 1.

(h) **Savings Clause**

No Teacher employed by an Employer prior to the commencement date of this Agreement will as a result of this Agreement be paid less by that Employer than what they would have otherwise received immediately prior to the commencement date. Such Teacher shall be classified and continue to progress in accordance with normal years of service in accordance with **clause 6.2(b) and (c)** (irrespective of the Teacher's accreditation status).

6.3 Full-Time Equivalent Service

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

6.4 Special Education Allowance

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

6.5 Payment Fortnightly / Half Monthly

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

6.6 Payment of Part-Time, Temporary and Casual Teachers

(a) Part-Time Teachers

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

(c) Casual Teachers

- (i) The salary payable to a Casual Teacher shall be the annual salary paid to a Teacher on Step 8 – Band 2 on the salary table in **Table 1A – Salaries of Part B - Monetary Rates** divided by 204 in the case of a daily payment and 408 in the case of a half-day payment, plus 5%. These rates are set out in **Part B, Table 3 – Casual Rates of Part B - Monetary Rates**.
- (ii) The rates in **clause 6.6(c)(i)** include the pro-rata payment in respect of annual leave to which the Teacher is entitled in accordance with the NES.

6.7 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and the place of employment, the Teacher shall be paid an allowance as set out in **Item 3, Table 2 of Part B - Monetary Rates**. This allowance shall be adjusted in line with any adjustments to the corresponding rate in the *Educational Services (Teachers) Award 2010*.
- (b) Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of duties required by the School, shall be reimbursed by the School.

6.8 Payment for Supervision of Student Teachers

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

6.9 Overpayments

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

7. Remuneration Package

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

7.2 For the purposes of this clause:

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

7.3 Conditions of Employment

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

7.4 Salary Packaging

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

- (a) the Benefits nominated by the Teacher; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Teacher or under **clause 7.3**, in the absence of an agreement under this clause.

- (c) The available Benefits are those made available by the school from the following list:
 - (i) superannuation;
 - (ii) childcare provided by the school;
 - (iii) other benefits offered by the school.
- (d) The school must advise the Teacher in writing of the Benefit Value before the agreement is entered into.

7.5 During the currency of an agreement under clause 7.4

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

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

where:

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

P = the percentage of salary payable during the leave

B = Benefit Value

A = Amount of salary.

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

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

8. Promotions Positions

8.1 Establishment of Positions

(a) Deputy Principal

The position of Deputy Principal must be established:

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

in a section exceeds 200.

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

(b) Positions of Special Responsibility

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

(c) Positions of Special Responsibility - Points Tables

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

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

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

For the purpose of this sub-clause, "class" means

- (i) In a primary department - a standard roll class of pupils. (Note: a two stream primary school is likely to have 14 classes in K to 6.)
- (ii) In a secondary department - an English class. (This includes all classes of English instruction).

8.2 Minimum Number of Positions

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

Points Value Table

Position	Points
Senior Teacher 2	1
Co-ordinator 1	1
Co-ordinator 2	2
Co-ordinator 3	3

8.3 Allowances

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

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

8.4 Acting Appointments

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

8.5 Special Schools

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

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

9. Terms of Engagement

9.1 Letter of Appointment

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

9.2 Termination of Employment

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

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

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

The foregoing shall not affect the right of the school to dismiss summarily any Teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

- (b) Should a Teacher have more than five years' service with the School and be over 45 years of age, this clause will apply instead of **clause 9.2(a)**. The School must provide the Teacher with five school term weeks' notice or make a payment of five weeks' salary in lieu of notice or give part notice and part payment in lieu of notice equal to five weeks. Such five school term weeks' notice shall expire within the School term during which it is given.
- (c) The Employer must give a Full-Time or Part-Time Teacher notice in writing of the date of termination. The date of termination must not be before the date on which the notice is given to the Teacher or payment in lieu of notice is made to the Teacher.

9.3 Forfeiture

- (a) If a Teacher fails to give notice in accordance with **clause 9.2(a)**, or fails to work out the notice period, the Teacher may specifically authorise the School to deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given. Any outstanding balance becomes a debt due to the School.
- (b) Deductions pursuant to a specific authorisation under **clause 9.3(a)** are made from the Teacher's gross salary (i.e. one week's notice not worked, or not given will be fully satisfied by the deduction of an amount equal to one week's salary being withheld by the School before tax is applied).
- (c) Where a Teacher declines to authorise such a deduction under **clause 9.3(a)**, either in full or in part, the remaining amount outstanding equal to the gross ordinary rate of pay for the notice not worked, or not given, becomes a debt due that may be pursued by the School.

9.4 Statement of Service

- (a) Upon the termination of service of a Teacher [other than a Casual Teacher], the school shall provide a statement of service setting out the length of service, the number of classes and range of subjects taught (or the age of the children taught in the case of a Teacher employed in a preschool), the promotions positions held and any special and/or additional duties performed by such Teacher.
- (b) Upon request, a Casual Teacher shall be supplied with a statement setting out the number of days of duty undertaken by the Casual Teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

9.5 Normal Duties

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

9.6 Notice of Compulsory Professional Development

- (a) The School is committed to providing teaching staff with professional development courses. Such professional development, should were appropriate, be registered with the Quality Teaching Council of BOSTES.
- (b) The School shall advise Teachers of the dates of any school designated professional development, training and/or meetings, in the preceding year before the end of Term 3.
- (c) Part-Time Teachers may be required to attend professional development training and/or meetings in accordance with the provisions of **clause 6.6(a)(iii)**.
- (d) Teachers accredited by BOSTES are required to participate in professional development to maintain their accreditation as prescribed by BOSTES.

9.7 Lunch Break

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

9.8 Redundancy

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

9.9 Early Childhood Teachers

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

10. Pro Rata Payment for Non-Term Time

10.1 Entitlement to Annual Leave

A Teacher (other than a Casual Teacher) is entitled to four weeks' of paid annual leave each year, to be given and taken by the Teacher at the commencement of the school summer vacation period each year. This clause provides for pro rata payment for non-term time and applies in lieu of, and is inclusive of, payments in respect of pro rata annual leave pursuant to the Act. Annual leave provided for in this **clause 10.1** does not accrue from year to year as it is taken by the Teacher at the commencement of the school summer vacation period each year.

10.2 The provisions of this clause shall apply where:

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

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

10.3 Calculation of Payments

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

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

Where:

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

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

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

Where:

- P** is the payment due.
- S** is an amount equivalent to a week's salary [including allowances] of the Teacher at the date of application of the formula.
- t** is the number of term weeks, or part thereof, worked by the Teacher since the **School Service Date**.
- b** is the number of term weeks, or part thereof, in the year.
- c** is the number of non-term weeks, or part thereof, in the year.
- d** is the number of non-term weeks, or part thereof, worked by the Teacher since the **School Service Date**.

10.4 Termination of Employment

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

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

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

10.6 Teachers Who Take Approved Leave Without Pay

Where a Teacher takes leave without pay with the approval of the school for a period which [in total] exceeds 20 pupil days in any year, the Teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same school year:
- (i) subject to **clause 10.6(a)(ii)** below, the payment shall be calculated and made at the conclusion of Term IV of that school year; and

- (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:
 - (A) at the commencement of the leave in respect of that year; and
 - (B) at the end of Term IV in accordance with **clause 10.6(c)**.
- (b) If the leave without pay is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave, a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.
- (c) The payment to be made to a Teacher at the conclusion of Term IV of a school year:
 - (i) pursuant to **clause 10.6(a)(ii)(B)**;
 - (ii) or in circumstances where, with the agreement of the school, a Teacher who has been paid pursuant to **clause 10.6(b)(i)** returns from leave during the school year in which the leave commenced and notwithstanding that as a result did not in total exceed 20 pupil days, shall be determined by:
 - (A) applying the formula in **clause 10.3** as if no payment had been made to the Teacher pursuant to **clause 10.6(a)(ii)(A)** or **clause 10.6(b)(i)**; and
 - (B) deducting from that amount the amount paid to the Teacher pursuant to **clause 10.6(a)(ii)(A)** or **clause 10.6(b)(i)**.
- (d) Notwithstanding the provisions of **clause 10.1(a)**, a Teacher shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the Teacher would otherwise be entitled under the provisions of the Act, in respect of a year of employment.

10.7 Teachers Whose Hours Have Varied

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

11. Annual Leave Loading

- 11.1** Subject to **clause 11.6**, where a Teacher other than a Casual Teacher, is given and takes annual leave commencing at the beginning of the school summer vacation each year, the Teacher shall be paid an annual leave loading calculated in accordance with this clause.
- 11.2** The loading shall be payable in addition to the pay payable to the Teacher for the period of the school summer vacation.

11.3 The loading shall be calculated:

- (a) in relation to such period of a Teacher's annual leave as is equal to the period of annual leave to which the Teacher is entitled for the time being under the Act at the end of each year of employment or where relevant.
- (b) the period of annual leave calculated under **clause 11.6**.

11.4 The loading shall be the amount payable for the period specified in **clause 11.3** or **11.6** at the rate of 17.5 per cent of the weekly equivalent of the Teacher's annual salary.

11.5 For the purposes of this clause, "**salary**" shall mean the salary payable to the Teacher at the first day of December of the year in which the loading is payable together with, where applicable, the allowances prescribed by **clauses 6.4** and **8.3** and **Attachment D – Particular Conditions for Teachers employed in Preschools and Other Early Childhood Services**, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where **clause 11.6** applies, "**salary**" shall mean the salary [together with allowances payable as aforesaid] payable immediately prior to the payment made to the Teacher pursuant to **clause 11.3(b)**.

11.6 Where a Teacher receives a payment pursuant to **clause 10 Pro Rata Payment for Non-Term Time**, including the case where a Teacher's employment is terminated by the school or ceases for any reason, the Teacher shall be entitled to be paid for that part of such fraction of the annual leave loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by the Teacher in that year bears to the number of school weeks he or she would be normally required by the Principal to work in a full school year.

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

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

[For example: To calculate the entitlement to leave loading for a Teacher who worked 32 term weeks of the 40 weeks of term time where the Teacher is paid a Step 5 annual salary of \$68,628. The calculation would be:

$$\begin{aligned} & 17.5\% \times (\$68,628/52.14) \times 4 \text{ weeks} \times (32/40) \\ & = 17.5\% \times \$1,316.23 \times 4 \text{ weeks} \times (32/40) \\ & = \$737.09] \end{aligned}$$

12. Leave Entitlements

12.1 Personal/Carer's Leave

(a) Entitlement to Paid Personal/Carer's Leave

- (i) Any Full-Time, Temporary or Part-Time Teacher shall be entitled to be paid Personal/Carer's Leave in accordance with this **clause 12.1**.
- (ii) A Part-Time Teacher will be entitled to a proportionate amount of paid Personal/Carer's Leave. The proportion is calculated by comparing the number

of teaching hours that the Part-Time Teacher teaches in a full school week, with the number of teaching hours which a Full-Time Teacher teaches at the School in a full school week.

- (iii) The provisions set out in this **clause 12.1** will apply from 1 February 2017.
- (iv) From 1 February 2017, a Full Time, Part Time or Temporary Teacher will be entitled to 15 days Personal/Carer's leave for each year of service. Personal/Carer's Leave will accrue progressively during a year of service. Any untaken Personal/Carer's Leave will be cumulative from year to year.

(b) Entitlement on Transition and Commencement of Employment

(i) Teachers employed by the School prior to 1 February 2017

- (A) A Teacher, except a Casual Teacher, who is employed by the School as at 31 December 2016 will be credited on the first full pay period on or after 1 February 2017 with a one-off entitlement of 15 days of Personal/Carer's Leave (pro rata for a Part-Time Teacher).
- (B) A Teacher employed by the School prior to 1 February 2017, will retain his or her accrued sick leave balance which shall be fully cumulative in addition to leave accrued pursuant to this **clause 12.1(a)**.

(ii) Teachers employed by the School on or from 1 February 2017

A Teacher, except a Casual Teacher, employed on or from 1 February 2017 will receive a one-off entitlement to 15 days of Personal/Carer's Leave (pro-rata for a Part-Time Teacher) on commencement of employment. This entitlement is in addition to that provided in **clause 12.1(a)**.

Provided that a Temporary Teacher shall be entitled to Personal/Carer's Leave in accordance with the provisions of this **clause 12.1(a)** or **(b)**, and in that proportion of 15 days which the period of appointment of the Teacher bears to the full school year of the School.

(c) Adjustment for 2017 Credits

- (i) If a Teacher commences employment with the School for the 2017 School year prior to 1 February 2017, any Personal/Carer's Leave credited to the Teacher between the commencement of the Teacher's employment and 1 February 2017 will be in satisfaction of that amount of the Personal/Carer's Leave to which the Teacher would be entitled under **clause 12.1(b)(i)(A)**. For example, if a Teacher is credited with 5 days of Personal/Carer's Leave in that period, the Teacher will be entitled to a further 10 days of Personal/Carer's Leave under **clause 12.1(b)(i)(A)**.
- (ii) If a Teacher commences their second or subsequent year of service with the School for the 2017 School year prior to 1 February 2017 and the Teacher has been credited with 25 days of Personal/Carer's Leave (pro rata for Part-Time Teachers) on their anniversary date on or after the commencement of the 2017 School year but prior to 1 February 2017 (**Credited Leave**):
 - (A) 15 days (pro rata for Part-Time Teachers) of the Credited Leave will be in satisfaction of the Teacher's entitlements under **clause 12.1(b)(i)(A)**;

- (B) 10 days (pro rata for Part-Time Teachers) of the Credited Leave will be in satisfaction of the first 10 days of Personal/Carer's Leave accrued by the Teacher under **clause 12.1(a)(iv)**.

(d) Access to Personal/Carer's Leave

- (i) A Teacher may take paid Personal/Carer's Leave if the leave is taken:
 - (A) because the Teacher is not fit or able to work due to personal illness or personal injury, or unexpected personal emergency, or domestic violence affecting the Employee; or
 - (B) to provide care or support to a member of the Teacher's immediate family as defined in section 12 of the Act, or a member of the Teacher's household, who requires care or support because of:
 - (I) a personal illness, or personal injury affecting the member; or
 - (II) an unexpected emergency affecting the member, or
 - (III) domestic violence.
- (ii) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Teacher's control and is of an urgent and serious nature that requires the urgent attendance of the Employee. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Teacher's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Teacher to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.
- (iii) A Teacher is not to take Personal/Carer's Leave for any period in respect of which the Employee is entitled to workers compensation.
- (iv) Where applicable, if a public holiday occurs during Personal/Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

(e) Notice Requirements

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

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

(f) Evidence Supporting Claim

- (i) Evidence will not be required for the first three days of Personal/Carer's Leave taken by a Teacher in a calendar year. For absences after the first three days, the following paragraphs apply.
- (ii) In respect of any absence of two consecutive days or more due to personal injury or illness, a Teacher shall, upon request, provide a certificate from a medical practitioner or other evidence from a registered health practitioner, or other evidence as required by the School to demonstrate the Teacher's eligibility for Personal/Carer's Leave in accordance with **clause 12.1(d)**.

- (iii) In respect of any absence due to unexpected personal emergency or domestic violence, a Teacher shall, upon request, provide documentary evidence acceptable to the School or a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance prevented the Teacher from attending work.
- (iv) In respect of any absence to provide care and support to a member of the Teacher's immediate family or household, a Teacher shall, upon request:
 - (A) provide a certificate from a medical practitioner or other evidence from a registered health practitioner or statutory declaration, establishing the illness or injury of the person concerned and that the illness was such as to require care by another person, or
 - (B) produce documentary evidence acceptable to the School or a statutory declaration, establishing the nature of the unexpected emergency and that such unexpected emergency resulted in the person concerned requiring care by the Teacher.
- (v) Where a Teacher has taken frequent single days of Personal/Carer's Leave, that is more than seven single day absences, inclusive of the first three days referred to in **clause 12.1(f)(i)**, or taken extended Personal/Carer's Leave such that the School requires additional information in relation to the Teacher's absences, then the School may take action in accordance with this **clause 12.1(f)(v)**:
 - (A) The School may arrange a meeting in order to clarify the position with the Teacher. The invitation to the Teacher to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the Teacher to reasonably be able to attend the meeting. The invitation shall also refer to the provisions of this clause and shall indicate the grounds for the School's concern about Personal/Carer's Leave taken by the Teacher. The School shall invite the Teacher to respond verbally at the meeting to the issues raised by the School. A Teacher shall not unreasonably fail to attend such a meeting where invited by the School to do so.
 - (B) After consideration of the Teacher's response, if any, the School may:
 - (I) require further evidence that the Teacher's circumstances are in accordance with the provisions of **clause 12.1(d)**; and/or
 - (II) in the case of an extended absence due to the personal illness or injury of the Teacher, require the Teacher to provide a medical report from a doctor nominated by the School (at the cost of the School) in relation to:
 - the likely period of absence,
 - if relevant, any limitations on the Teacher's ability to perform the requirements of their role;
 - if relevant, any services or facilities which may be required to accommodate any such limitations;
 - if relevant, whether the Teacher is likely to be able to perform the requirements of their role in the foreseeable future, or
 - to establish eligibility for Personal/Carer's Leave (and no other information); and/or

(III) discuss with the Teacher any other action.

- (vi) Where a Teacher fails to attend a meeting as requested by the School pursuant to **clause 12.1(f)(v)(A)** and does not provide a reasonable explanation for such failure, or does not provide further evidence of eligibility for Personal/Carer's Leave as outlined in **clause 12.1(d)**, then following prior written notice the School may cease payment of Personal/Carer's Leave if the School has reasonable grounds for a belief that the Teacher is not entitled to Personal/Carer's Leave for that absence.
- (vii) The Teacher may, if a member of the Union, request that any matter pursuant to this clause be discussed at any stage between the Union and the representative of the School.

(g) Unpaid Leave for Caring Purposes

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

(h) Special Leave

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

12.2 Parental Leave

(a) General

- (i) A Teacher is entitled to take unpaid parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in that Act.
- (ii) A Teacher who takes unpaid maternity leave or adoption leave under the provisions of section 71 or 72 of the Act must be paid under **clause 12.2(b)** of this Agreement in the case of maternity leave and under **clause 12.2(c)** of this Agreement in the case of adoption leave, provided that if the leave is concurrent leave as described in section 72(4) of the Act, then such leave shall be paid in accordance with **clause 12.2(d)** of this Agreement.

(b) Maternity Leave

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

The exception to this **clause 12.2(b)(v)** is if the commencement date of the leave is during the summer pupil vacation prior to the School Service Date. If this occurs, the paid leave will commence on the **School Service Date**.

- (vi) If a Teacher's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth, the Teacher is not entitled to the payment;
 - (B) less than 20 weeks before the anticipated date of birth, the Teacher is entitled to the payment while the Teacher remains on leave.
- (vii) The 14 week period of maternity leave will count as a period of service, for the purpose of annual leave, under this Agreement. The Teacher will be entitled to pro-rata annual leave which will be calculated as $(14 / 52) \times 4 = 1.07$ weeks of annual leave due. Any Teacher taking less than 14 weeks of maternity leave will have their pro-rata annual leave payment adjusted accordingly. This amount will be added to any amounts due pursuant to **clause 10 Pro-rata Payment for Non-Term Time**.
- (viii) A Teacher must give notice of the intention to take maternity leave, and provide other notice and documentation, as required by section 74 of the Act.

[Notation:

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

(c) Adoption Leave

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

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

(d) Paid Concurrent Parental Leave

- (i) A Teacher who is entitled to take unpaid parental leave pursuant to section 71 or section 72 of the Act and applies to take concurrent parental leave pursuant to section 72(5) of the Act is entitled to payment pursuant to this clause.
- (ii) A Teacher shall be entitled to two weeks' paid leave commencing on the day of birth of the child or on the day on which the mother of the child leaves hospital, or in the case of an adoption, from the date of placement of the child.

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

- (iii) A Teacher must give notice of the intention to take parental leave, and provide other notice and documentation, as required by section 74 of the Act.
- (iv) A period of paid concurrent parental leave will count as a period of service under this Agreement.

(e) Casual Teachers

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

(f) Right to Request

- (i) A Teacher entitled to parental leave may request that the School allow the Teacher:
 - (A) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; or
 - (B) to return from a period of parental leave on a part-time basisfor the purpose of assisting the Teacher care for a child.
- (ii) The School shall consider the request having regard to the Teacher's circumstances and, provided the request is genuinely based on the Teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the School's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The Teacher's request and the School's decision made under **clause 12.2(f)(ii)** must be recorded in writing.

- (iv) Where a Teacher wishes to make a request under **clause 12.2(f)(i)(B)** such a request must be made as soon as possible before the date on which the Teacher is due to return to work from parental leave.

(g) Communication During Parental Leave

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

12.3 Long Service Leave

(a) General Provisions

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

(b) Quantum of Leave

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

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

- (ii) In the case of a Teacher who has completed with a school five years' service, and whose services are terminated by the school for any reason other than misconduct or cease for any other reason, be a proportionate amount on the basis of 13 weeks for ten years' service [such service to include service with the school as an adult and otherwise than as an adult].

(c) **Calculation of Entitlement**

Teachers employed in a school

In the case of a Teacher whose service with the school began before 1 February 2017, and whose service would entitle the Teacher to long service leave under this clause, the amount of long service leave to which such Teacher shall be entitled shall be the sum of the following amounts.

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

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

On or after the 29 th January, 2001	1.3 weeks per year up to 10 years of service 2 weeks per year, or proportion of a year, after 10 years of service.
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Teachers Employed in Preschools and Early Childhood Services

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

(d) Conditions of Taking Leave

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

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

- (v) A Teacher may request to take long service leave in a short block of one week or more and it is up to the School's discretion whether to approve the leave.
- (vi) Where long service leave is not taken in full term periods or in accordance with **clause 12.3(d)(ii)** it will be inclusive of pupil vacations, other than the four weeks of annual leave at the commencement of the school summer vacation.

- (vii) Where a Teacher is entitled to an amount of long service leave which is in excess of a school term the Teacher may elect not to take that part of the long service leave which is in excess of a term [the deferred leave], until such time as the Teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.
- (e) Long Service Leave is exclusive of public holidays.
- (f) The service of a Teacher with the school shall be deemed continuous notwithstanding the service has been interrupted by reason of the Teacher taking maternity leave (including paid and unpaid leave in accordance with **clause 12.2 Parental Leave**) or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.
- (g) **Payment in lieu of Long Service Leave**
 - (i) A Teacher with 10 years' continuous service with the School may cash out an amount of additional long service leave accumulated by the Teacher which is in excess of their entitlements under the LSL Act. (This means long service leave accrued in excess of 0.866 weeks per year.) Subject to the Teacher having 10 years' service, long service leave may be cashed out on the following basis:
 - (A) the Teacher elects to cash out some or all of that portion of their accrued long service leave which is the leave accrued in excess of 0.866 weeks per year;
 - (B) the Teacher provides a written election to the School stating that the Teacher wishes to cash out the accrued long service leave; and
 - (C) the School, in its discretion, authorises the Teacher to cash out the accrued long service leave.
 - (ii) If a Teacher cashes out an amount of accrued long service leave in accordance with this clause:
 - (A) the School will, within a reasonable time, give the Teacher the amount of pay they would have received if they had taken the long service leave that the Teacher cashed out; and
 - (B) the Teacher will no longer be entitled to the long service leave they have cashed out.
- (h) **Three Band Agreement**

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

12.4 Compassionate Leave

- (a) A Teacher will be entitled to paid compassionate leave in accordance with the Act.

- (b) For the purposes of this clause, compassionate leave is paid leave taken by the Teacher for the purposes of:
 - (i) spending time with a person who is a member of the Teacher's immediate family (as defined by section 12 of the Act) or a member of the Teacher's household; and who has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (ii) after the death of a member of the Teacher's Immediate Family or a member of this Teacher's household.
- (c) Subject to **clauses 12.4(e) and (f)**, a Full-Time or Part-Time Teacher is entitled to a period of two days of compassionate leave for each occasion when a member of the Teacher's immediate family or a member of the Teacher's household (as defined in **clause 12.1(d)(i)(B)**):
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life.
- (d) Subject to **clauses 12.4(e) and (f)**, a Full-Time or Part-Time Teacher is entitled to a period of three days of compassionate leave for each occasion when a member of the Teacher's immediate family or a member of the Teacher's household (as defined in **clause 12.1(d)(i)(B)**) dies.
- (e) A Teacher may be required to provide the School with satisfactory evidence of such illness, injury or death.
- (f) Subject to **clause 12.4(g)**, a Teacher shall not be entitled to compassionate leave under this clause during any period in respect of which the Teacher has been granted other leave.
- (g) Compassionate leave may be taken in conjunction with leave available under **clause 12.1 Personal/Carer's Leave**. In determining such a request the School will give consideration to the circumstances of the Teacher and the reasonable operational requirements of the School.

12.5 Unpaid Compassionate Leave – Casual Teachers

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

12.6 Military Reserve Leave

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

12.7 Examination/Study Leave

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

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

12.8 Jury Service

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

13. Teacher Skill Development

13.1 Induction

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

13.2 Support for Accreditation at Proficient Teacher Level

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

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

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

13.3 Evidence of Professional Development

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

13.4 The Teacher Development Process

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

13.5 Teacher Returning to Teaching after an Absence

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

14. Disputes Procedure

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

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

- (iv) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.
- (d) A Teacher who is a party to a dispute must, while the dispute is being resolved:
 - (i) continue to work in accordance with his or her contract of employment, unless the Teacher has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) comply with any reasonable direction given by the school to perform other available work, either at the same workplace or at another workplace.
- (e) In directing a Teacher to perform other available work, the school must have regard to:
 - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that teacher or that other work; and
 - (ii) whether that work is appropriate for the Teacher to perform.

15. Superannuation

15.1 Definitions

For the purposes of this clause:

- (a) “**Basic earnings**” shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the Teacher by **clause 6.1**; and
 - (ii) the amount of any allowance which is prescribed from time to time for the Teacher by **clauses 6.4** and **8.3** and **Attachment D**; and
 - (iii) the amount of all payments made to the Teacher pursuant to **clause 10 Pro Rata Payment for Non-Term Time**; and
 - (iv) any other payment that is defined as ‘ordinary time earnings’ (OTE) in the *Superannuation Guarantee Administration Act 1992* (Cth) (**‘SGAA’**).
- (b) “**Fund**” means:
 - (i) NGS Super; or
 - (ii) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the teacher is eligible to join and which is approved by the school as a fund into which a teacher of that school may elect to have the school pay contributions made pursuant to this Agreement in respect of that teacher provided that the fund offers a MySuper product as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (c) “**Casual**” means a Casual Teacher as defined in **clause 3 Definitions**.

15.2 Fund

NGS Super shall be made available by each school to each Teacher provided that the fund offers a MySuper product as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth).

15.3 Benefits

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

Such contributions shall be made in respect of all days worked by the Teacher for the school during that year and shall be paid by the school to the relevant fund at the time of issue to the Teacher of his or her annual group certificate, provided that prior to the immediately preceding 30 June the Teacher has applied to join a fund.

- (h) Where the school approves a fund, other than NGS Super, as one to which the school will pay contributions in respect of its Teachers or a class or classes of Teachers, the school shall notify its Teachers of such approval and shall, if a Teacher so requests, provide the Teacher with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.

- (i) When a new Teacher commences in employment, the school shall advise the Teacher in writing of the Teacher's entitlements under this Agreement within two weeks of the date of commencement of employment and also of the provisions of **clause 15.3(e)** in the case of a Full-Time teacher and **clause 15.3(g)** in the case of a Casual Teacher.

15.4 Transfers between Funds

If a Teacher is eligible to belong to more than one fund, the Teacher shall be entitled to notify the school that the Teacher wishes the school to pay contributions in respect of the Teacher to a new fund but shall not be entitled to do so until one year after the notification made by the Teacher pursuant to **clause 15.3(f)** or within three years after the last notification made by the Teacher pursuant to this clause. The school shall only be obliged to make such contributions to the new fund where the school has been advised in writing:

- (a) of the Teacher's application to join the other fund; and
- (b) that the Teacher has notified the trustees of the Teacher's former fund that the Teacher no longer wishes the contributions which are paid on the Teacher's behalf to be paid to that fund.

16. Suspension

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

17. No Extra Claims

- (a) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Teachers for the life of the Agreement.
- (b) It is a term of this Agreement that the Teachers will not pursue any extra claims, award or over award, or any claims made in lieu of a decision handed down by any commission, court or tribunal, for improvement in wages or other terms and conditions of employment for the period between 1 February 2017 and 31 January 2021.

18. Union Representatives

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

19. Flexibility Clause

- (a) An Employer and a Teacher covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) allowances; and
 - (C) leave loading.
 - (ii) the arrangement meets the genuine needs of the Employer and the Teacher in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by the Employer and the Teacher.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the Teacher being better off overall than the Teacher would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and the Teacher; and
 - (iii) is signed by the Employer and the Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; and
 - (iv) includes details of:
 - (A) the terms of the Agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Teacher may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Teacher agree in writing at any time.

20. Requests for Flexible Working Arrangements

A Teacher can request flexible working arrangements in accordance with section 65 of the Act. A school may only refuse such a request on reasonable business grounds.

PART B – Monetary Rates

Table 1A – Salaries

		1	2	3	4	5
Band	Step	Rates effective from 1 February 2017 \$	Rates effective from the first full pay period on or after 1 February 2017 \$ 2.3%	Rates effective from the first full pay period on or after 1 February 2018 \$ 2.5%	Rates effective from the first full pay period on or after 1 February 2019 \$ 2.5%	Rates effective from the first full pay period on or after 1 February 2020 \$ 2.5%
Band 1	5	68,628	70,206	71,962	73,761	75,605
	6	72,167	73,827	75,673	77,565	79,504
	7	75,699	77,440	79,376	81,360	83,394
Band 2	8	79,240	81,063	83,089	85,166	87,295
	9	82,771	84,675	86,792	88,962	91,186
	10	86,309	88,294	90,501	92,764	95,083
	11	89,847	91,913	94,211	96,567	98,981
	12	93,387	95,535	97,923	100,371	102,881
	13	96,921	99,150	101,629	104,170	106,774
Band 3	ST1	101,003	103,326	105,909	108,557	111,271

Table 1B - Allowances for Promotions Positions

	1	2	3	4	5
	Annual Allowance from 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2018	Annual Allowance from the first full pay period on or after 1 February 2019	Annual Allowance from the first full pay period on or after 1 February 2020
		\$	\$	\$	\$
		2.3%	2.5%	2.5%	2.5%
Senior Teacher Level 2	8,020	8,204	8,409	8,619	8,834
Co-ordinator 1	8,020	8,204	8,409	8,619	8,834
Co-ordinator 2	16,042	16,411	16,821	17,242	17,673
Co-ordinator 3	24,062	24,615	25,230	25,861	26,508

Deputy Principal - Secondary					
Enrolment	Annual Allowance from 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2018	Annual Allowance from the first full pay period on or after 1 February 2019	Annual Allowance from the first full pay period on or after 1 February 2020
	\$	\$	\$	\$	\$
		2.3%	2.5%	2.5%	2.5%
201-300	28,778	29,440	30,176	30,930	31,703
301-600	31,893	32,627	33,443	34,279	35,136
601-900	35,004	35,809	36,704	37,622	38,563
901+	38,110	38,987	39,962	40,961	41,985

Deputy Principal - Primary					
Enrolment	Annual Allowance from 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2018	Annual Allowance from the first full pay period on or after 1 February 2019	Annual Allowance from the first full pay period on or after 1 February 2020
	\$	\$	\$	\$	\$
		2.3%	2.5%	2.5%	2.5%
201-250	22,994	23,523	24,111	24,714	25,332
251-400	25,815	26,409	27,069	27,746	28,440
401-600	28,779	29,441	30,177	30,931	31,704
601-800	31,893	32,627	33,443	34,279	35,136
801+	35,004	35,809	36,704	37,622	38,563

Table 1C – Directors’ Allowances

	1	2	3	4	5
	Annual Allowance from 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2018	Annual Allowance from the first full pay period on or after 1 February 2019	Annual Allowance from the first full pay period on or after 1 February 2020
	\$	\$	\$	\$	\$
		2.3%	2.5%	2.5%	2.5%
1 0-25 Children	6,455	6,603	6,768	6,937	7,110
2 26-50 Children	7,881	8,062	8,264	8,471	8,683
3 51-75 Children	9,838	10,064	10,316	10,574	10,838
4 76 plus Children	12,289	12,572	12,886	13,208	13,538

Table 2 - Other Rates and Allowances

			1	2	3	4	5
Item No.	Clause No.	Brief Description	Annual Allowance from 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2017	Annual Allowance from the first full pay period on or after 1 February 2018	Annual Allowance from the first full pay period on or after 1 February 2019	Annual Allowance from the first full pay period on or after 1 February 2020
			\$	\$	\$	\$	\$
				2.3%	2.5%	2.5%	2.5%
1.	6.2	Full-time Teacher - teaching classes of children with disabilities in a registered special school.	2,981 per annum 114.34 per fortnight	3,050 per annum 116.97 per fortnight	3,126 per annum 119.89 per fortnight	3,204 per annum 122.89 per fortnight	3,284 per annum 125.96 per fortnight
2.	6.2	Part-time and Casual Teachers – teaching classes of children with disabilities in a registered special school.	14.63 per day	14.97 per day	15.34 per day	15.72 per day	16.11 per day
3.	6.9	Own Car Allowance: Where use authorised by the school.	0.78 per km	0.78 per km	To increase in line with the Modern Award*	To increase in line with the Modern Award*	To increase in line with the Modern Award*

*This allowance shall be adjusted in line with any adjustments to the corresponding rate in the *Educational Services (Teachers) Award 2010 (Modern Award)*.

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

Casual Rates Applicable from 1 February 2017		
Step 8	Full Day \$	Half Day \$
	407.85	203.93
Casual Rates Applicable from the first full pay period on or after 1 February 2017		
Step 8	Full Day \$	Half Day \$
	417.24	208.62
Casual Rates Applicable from the first full pay period on or after 1 February 2018		
Step 8	Full Day \$	Half Day \$
	427.67	213.83
Casual Rates Applicable from the first full pay period on or after 1 February 2019		
Step 8	Full Day \$	Half Day \$
	438.36	219.18
Casual Rates Applicable from the first full pay period on or after 1 February 2020		
Step 8	Full Day \$	Half Day \$
	449.32	224.66

ATTACHMENT A - Teacher Classifications

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

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

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

ATTACHMENT B - Application for Senior Teacher 1
(Clause 6.2(f))

Application for Senior Teacher 1 by _____ (name)

In addition to your participation in a school directed ST1 assessment process please complete the following information in support of your application

Background Information:

Relevant Tertiary Qualifications:	
Year Commenced Teaching:	
Years of Full Time Teaching (or equivalent):	
Year Levels or Subject Areas Taught	

Criteria as set out in clause 6.2(f)

1. List accredited inservice you have attended in the last 5 years (emphasising the most recent) or tertiary study
2. Professional Involvement-participation in a wide range of professional activities at classroom, school or community level
3. Submit an outline of Professional Involvement such as:
 - (A) Work relating to classroom activities
 - (B) Promotion of learning in the classroom
 - (C) Involvement beyond the classroom
 - (D) As a member of the whole school

Name: _____

Signature: _____

Date: _____

ATTACHMENT C – Consultation and Redundancy

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

2. SCHOOL'S DUTY TO NOTIFY AND DISCUSS

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

3. DISCUSSIONS WITH TEACHERS AND THEIR REPRESENTATIVES

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

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

3.4 The school must give prompt and genuine consideration to matters raised about the major changes by the Teachers, and or their representatives.

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

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

4.1.1 In order to terminate the employment of a Teacher, the school shall give to the Teacher notice in accordance with **clause 9.2 Termination of Employment**.

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

4.2 Time off during the notice period

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

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

4.3 Teacher leaving during the notice period

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

4.6 Statement of employment

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

4.7 Notice to Centrelink

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

4.8 Employment Separation Certificate

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

4.9 Transfer to lower paid duties

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

5. SEVERANCE PAY

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

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

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

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

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

5.1.3 '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, shift penalties and allowances provided for in the relevant Agreement.

5.2 Incapacity to Pay

5.2.1 Subject to an application by the school and further order of Fair Work Commission, an school may pay a lesser amount (or no amount) of severance pay than that contained in **clause 5.1** of this **Attachment**.

5.2.2 The Fair Work Commission shall have regard to such financial and other resources of the school concerned as Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in **clause 5.1** above will have on the school.

5.3 Alternative Employment

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

6. CHANGES TO REGULAR ROSTERS OR ORDINARY HOURS OF WORK

6.1 The School will consult with Teachers about a change to their regular roster or ordinary hours of work.

6.2 For the purposes of this **clause 6** the School will:

- (a) provide information to the affected Teachers about the change; and
- (b) invite affected Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (c) consider any views that are given by the Teachers.

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

ATTACHMENT D – Particular Conditions of Teachers employed in Preschools and Other Early Childhood Services

1. Introduction

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

2. Definitions

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

3. Payment of Casual Teachers

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

4. Calculation of Service for Early Childhood Teachers

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

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

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

5. Directors

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

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

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

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

7. Terms of Engagement

(a) Crib Break

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

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

(b) First Aid Certificate

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

(c) Part-Time Teachers

NB - also see other relevant provisions of this Agreement.

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

8. Superannuation

In the case of a Teacher employed in the service, for the purpose of **clause 15.1(b)**, 'Fund' means the funds set out in **clause 15.1(b)(i) and (ii)** and HESTA (Health Employees Superannuation Trust Australia), provided that the fund offers a MySuper product as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth).

Attachment E – Legal Entities and Schools covered by this Agreement

Legal Entities (Employers)	Schools
Sun Artistry Ltd	Aetaomah School
Armenian General Benevolent Union School Inc.	AGBU Alexander Primary School
Al Amanah College Ltd	Al Amanah College
Greek Orthodox Parish & Community of Belmore & District "All Saints" Limited	All Saints Greek Orthodox Grammar School
Amity College Australia Limited	Amity College
Southern Highlands Association for Steiner Education	Aurora Southern Highlands Steiner School
Australian International Academy of Education Inc	Australian International Academy, Kellyville Campus
Australian International Academy of Education Limited	Australian International Academy, Sydney Strathfield Campus
Autism Spectrum Australia (Aspect)	Autism Spectrum Australia (Aspect)
Avalon Montessori Association	Barrenjoey Montessori School
Bishop Druitt College Council	Bishop Druitt College
Campbelltown Anglican Schools Council	Broughton Anglican College
Byron Community Primary School Inc	Byron Community Primary School
Calrossy Anglican School	Calrossy Anglican School
Cape Byron Rudolf Steiner School Incorporated	Cape Byron Rudolf Steiner School Incorporated
Casuarina School Co-operative LTD	Casuarina Steiner School
Christadelphian Heritage College Sydney	Christadelphian Heritage College Sydney
Clarence Valley Anglican School	Clarence Valley Anglican School
Coogee Boys' Preparatory School Pty. Ltd.	Coogee Boys' Prep School
Currambena Ltd	Currambena School
St Philip's Christian Education Foundation Ltd	DALE Christian School
Elouera Special School	Elouera Special School
Emanuel School	Emanuel School
Emmanuel Anglican College Council	Emmanuel Anglican College
Employment and Training Australia Incorporated	ET Australia Secondary College
Manly Warringah Montessori Society	Farmhouse Montessori School

Legal Entities (Employers)	Schools
Glenaeon Rudolf Steiner School Ltd	Glenaeon Rudolf Steiner School
Christadelphian Heritage College Incorporated	Heritage College Lake Macquarie
Hills Montessori Society	Hills Montessori School
Italian Bilingual School	Italian Bilingual School
Kesser Torah College Limited	Kesser Torah College
Kindlehill Ltd	Kindlehill School
Kinma Limited	Kinma School
Korowal School	Korowal School
Lakes Grammar - An Anglican School Board	Lakes Grammar - An Anglican School
Lindisfarne Anglican School	Lindisfarne Anglican Grammar School
Linuwel School Ltd	Linuwel School Ltd
Lorien Novalis School for Rudolf Steiner Education Ltd	Lorien Novalis School for Rudolf Steiner Education Ltd
Lutheran School Wagga Wagga Ltd	Lutheran School Wagga Wagga Ltd
Manning Valley Anglican College Anglican Diocese of Newcastle	Manning Valley Anglican College
Margaret Jurd College (NSW) Limited	Margaret Jurd College
Masada College (St Ives)	Masada College
Medowie Christian School Limited	Medowie Christian School
Minimbah Pre-School, Primary School Aboriginal Corporation	Minimbah Pre-School, Primary School Aboriginal Corporation
Moama Anglican Grammar Ltd	Moama Anglican Grammar
Eastern Suburbs Montessori Association Ltd	Montessori East - Bondi
Pared Limited as trustee for the Pared Foundation	Montgrove College
Mosman Church of England Prep School	Mosman Church of England Prep School
Mount Sinai College	Mount Sinai College
St Philip's Christian Education Foundation Ltd	Narnia Christian Preschool & Early Learning Centres
NEGS Limited	New England Girls' School and St John's Co-Educational Junior School
Northside Montessori Society	Northside Montessori School
Pared Limited as trustee for the Pared Foundation	Redfield College
Salamah College Ltd	Salamah College

Legal Entities (Employers)	Schools
Sapphire Coast Anglican College	Sapphire Coast Anglican College
Sherwood Hills Christian School	Sherwood Hills Christian School
The Sutherland Shire Christian School Association Ltd	Shire Christian School
St Bishoy Coptic Orthodox College	St Bishoy Coptic Orthodox College
Society of St Pius X Limited	St Dominic Savio School
Assyrian Schools Limited	St Hurmizd Assyrian Primary School
St John's Lutheran School Jindera Incorporated	St John's Lutheran School - Jindera
St Mary and St Mina Coptic Orthodox College	St Mary and St Mina Coptic Orthodox College
Assyrian Schools Limited	St Narsai Assyrian Christian College
St Paul's College Limited	St Paul's College
St Paul's Lutheran Primary School, Henty Incorporated	St Paul's Lutheran School
St Peter's Anglican College	St Peter's Anglican College
Campbelltown Anglican Schools Council	St Peter's Anglican Primary School
St Philip's Christian Education Foundation Ltd	St Philip's Christian College, Cessnock
St Philip's Christian Education Foundation Ltd	St Philip's Christian College, Gosford
St Philip's Christian Education Foundation Ltd	St Philip's Christian College, Newcastle
St Philip's Christian Education Foundation Ltd	St Philip's Christian College, Port Stephens
St Stanislaus' College Bathurst	St Stanislaus' College
Stella Maris College	Stella Maris College
Sydney Japanese School Ltd	Sydney Japanese International School
Sutherland Shire Montessori Society Inc	Sydney Montessori School
Pared Limited as trustee for the Pared Foundation	Tangara School for Girls
The Armidale School	The Armidale School
The Joseph Varga School	The Joseph Varga School
The Council of Trinity Grammar School	Trinity Grammar School
Ananda Marga Pracaraka Samgha Ltd. Vistara Primary School	Vistara Primary School

Legal Entities (Employers)	Schools
Warrah Society	Warrah Special School
PARED Limited as Trustee for the Pared Foundation	Wollemi College

Signing Page

EXECUTED as an agreement.

SIGNED for and on behalf of:

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

Signature of witness

EVERYV NICOLLE
Name of witness (print)

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

Signature of witness

HANEN STRECHT
Name of witness (print)

Cl Lovell

Signature of authorised officer

Crithny Lovell
of - The Association of Independent Schools of NSW
Level 12, 99 York St, Sydney NSW 2000

Name and address of authorised officer

Division Head Workplace Management
Head of School Services

Office held

John Quessy

Signature of authorised officer

John Quessy
485-501 Wattle Street
Ultimo NSW 2007

Name and address of authorised officer

NSW/ACT Branch Secretary, IEUA

Office held

**AG2016/6903 Application for the Approval of the Independent Schools NSW Hybrid Model
(Teachers) Multi-Enterprise Agreement 2017**

***Insert new clause 9 in Attachment D - Particular conditions for Teachers employed in Pre-Schools
and Other Early Childhood Services in NSW***

Clause 9 Rostering

- 9.1 This clause, Clause 9, shall only apply in respect to Employers listed in Schedule 5 – Legal Entities and Schools Covered by this Agreement, who engage teachers to work for 48 weeks or more per year in an early childhood service.
- 9.2 Rostering arrangements will not occur that would otherwise entitle employees to shift penalties under the Award.
- 9.3 Employees will not be rostered to regularly work outside the Award span of hours.
- 9.4 Employees will not be regularly required to work overtime.

Signed by:



Cathy Lovell

Head of Student Services

Division Head: Workplace Management

Date signed: 14 March 2017

Witnessed by:

Evelyn Nicolle

Assistant Division Head:

Workplace Management



Signature of Witness