



# DECISION

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

**Christian Schools Australia Limited Trading AS Christian Schools  
Australia  
(AG2025/4072)**

## **NSW CHRISTIAN SCHOOLS TEACHING STAFF MULTI-ENTERPRISE AGREEMENT 2024**

Educational services

DEPUTY PRESIDENT WRIGHT

SYDNEY, 20 JANUARY 2026

*Application for approval of the NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2024*

### **Introduction**

**[1]** An application has been made for approval of an enterprise agreement known as the *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a multi-enterprise agreement.

**[2]** Section 12 of the Act defines a ‘multi-enterprise agreement’ as an enterprise agreement made as referred to in s 172(3) of the Act. Section 172(3) relevantly describes a multi-enterprise agreement as one made with two or more employers that are not all related employers, with the employees who are employed at the time the agreement is made and who will be covered by the agreement.

**[3]** The Agreement is plainly an agreement made involving two or more employers that are not all related employers. No supported bargaining or single interest employer authorisation was made in respect of the Agreement. It is therefore a ‘cooperative workplace agreement’ within the meaning of s.12 of the Act.

**[4]** The application was made by Christian Schools Australia Limited trading as Christian Schools Australia. The Employers covered by the Agreement are listed in Schedule H of the Agreement.

**[5]** The Agreement will apply to employees who are covered by the *Educational Services (Teachers) Award 2020*.

### **Section 186, 187, 188 and 190**

**[6]** I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

### **Section 183 Bargaining Representatives**

**[7]** The Independent Education Union of Australia (IEUA) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

**[8]** In accordance with s.201(2), I note that the Agreement covers the IEUA.

### **Approval**

**[9]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 January 2026. The nominal expiry date of the Agreement is 31 March 2027.



### **DEPUTY PRESIDENT**

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NSW Christian Schools

# Teaching Staff Multi-Enterprise Agreement

2024

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## Table of Contents

Part 1 - Application and Operation.....	1
1.    Title .....	1
2.    Making, Commencement, Nominal Expiry Date and Operation .....	1
3.    Definitions and Interpretation.....	1
4.    Coverage .....	4
5.    Access to the Agreement and the National Employment Standards .....	5
6.    The National Employment Standards and this Agreement .....	5
7.    Flexibility .....	5
Part 2—Consultation and Dispute Resolution .....	5
8.    Consultation Regarding Major Workplace Change and Redundancy.....	5
9.    Dispute Resolution.....	5
Part 3—Types of Employment, Terms of Engagement, Termination of Employment and Related Matters.....	6
10.    Types of Employment and Terms of Engagement.....	6
11.    Termination of Employment and Suspension .....	10
12.    Redundancy .....	12
Part 4—Duties, Classifications, Salary Scales, Allowances and Related Matters .....	13
13.    Duties and Classifications .....	13
14.    Pay.....	18
15.    Positions of Responsibility .....	20
16.    Allowances .....	24
17.    Payment of Salary and Allowances, Remuneration Packaging and Related matters.....	25
18.    Superannuation .....	27
Part 5—Hours of Work and Related Matters .....	28
19.    Ordinary Hours of Work.....	28
20.    Breaks .....	29
Part 6—Leave and Public Holidays .....	29
21.    Annual Leave.....	29
22.    Pro Rata Payment of Salary for Time when Attendance is not required, inclusive of Annual Leave .....	30
23.    Annual Holiday Loading .....	33
24.    Personal /Carer's Leave and Compassionate Leave .....	34
25.    Unpaid Parental Leave and New Parent Bonus .....	39
26.    Community Service Leave.....	42
27.    Public holidays .....	42

28. Application of NES and Leave Arrangements in this Agreement .....	43
29. Long Service Leave.....	43
30. Portable Long Service Leave Scheme .....	47
31. Examination/Study Leave .....	50
32. Family and Domestic Violence Leave.....	50
Part 7—Teacher Induction, Development, Accreditation and Professional Standards .....	51
33. Teacher Induction and Skill Development.....	51
34. Teacher Accreditation and Professional Standards.....	52
Part 9—Delegates Rights .....	53
35. Union Delegates Rights.....	53
36. Right to Disconnect.....	55
Part 10—Faith Basis of Schools .....	56
37. Faith Basis of the School .....	56
SCHEDULE A – Monetary Rates .....	58
SCHEDULE B – Individual Flexibility Agreements.....	68
SCHEDULE C – Consultation and Redundancy .....	70
SCHEDULE D – Dispute Resolution .....	75
SCHEDULE E – Teacher Classifications – Equivalent Qualifications .....	77
SCHEDULE F - Particular Conditions of Pre-School and Early Learning Centre Teachers .....	78
Schedule G – Positions of Responsibility .....	83
Schedule H – Employers and Schools covered by this Agreement.....	85
<b>Signing Page .....</b>	<b>87</b>

## Part 1 - Application and Operation

### 1. Title

This Agreement shall be known as the *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2024*

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

#### 1.1. Making

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

#### 1.2. Commencement and Application

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

#### 1.3. Nominal Expiry Date

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

#### 1.4. Operation

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

As soon as practicable after the Commencement Date, the Employer will pay each Employee the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the Employee for the relevant period. Note: this Agreement provides rates of pay for Employees from the first full pay period on or after 1 February, 2024.

## 3. Definitions and Interpretation

(a) In this Agreement, unless the contrary intention appears:

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

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

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

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

**Casual Teacher** means a teacher employed as a casual employee as defined in section 15A of the Act. An employee is casual if there is no firm advance commitment to continuing, indefinite work.

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

**Degree course** means a course of study at a registered higher education provider which, on completion, would lead to the conferring of a level seven (Bachelors) degree in the Australian Qualifications Framework. Such a degree usually requiring three or more years of full-time study or its part-time equivalent.

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

**Director** means the person appointed by the employer to be responsible for the overall management and administration of a service in which an early childhood/preschool Teacher is employed.

**Early learning centre** means an early childhood service including both a preschool and a service other than a preschool which operates beyond the hours and terms which approximate those of the school.

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

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

**Five-year trained Teacher** means a Teacher who

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

**Four-year trained Teacher** means a Teacher who

- has completed a degree in education or early childhood education that requires four years of full-time study at an Australian registered higher education provider, or
- is a graduate who holds a Diploma of Education from an Australian registered higher education provider or has satisfactorily completed at least a one year full-time course in Teacher education at an Australian registered higher education provider, or
- has acquired other equivalent qualifications

**Graduate** means a Teacher who holds a degree from an Australian registered higher education provider

**Highly Accomplished Teacher** means a Teacher who has been accredited by or certified as a Highly Accomplished Teacher pursuant to the *Teacher Accreditation Act 2004* (NSW) and is maintaining that accreditation or certification.

**Lead Teacher** means a Teacher who has been accredited by or certified as a Lead Teacher pursuant to the *Teacher Accreditation Act 2004* (NSW) and is maintaining that accreditation or certification.

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

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

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

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

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

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

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

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

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

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

**Registered higher education provider** means a higher education provider on the National Register maintained under the *Tertiary Education Quality and Standards Agency Act 2011* (Cth).

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

**School** includes the employer entity and any preschool or early learning centre attached to or operated by a school.

**School service date** means the day Teachers (covered by this Agreement) are required to attend the School (or preschool) for the new educational year or the calendar year, as determined by the School.

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

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

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

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

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

**Three-year trained Teacher** means a Teacher who

- has completed a degree in Teacher education or early childhood education that requires three years of full-time study at an Australian registered higher education provider, or
- or who holds equivalent qualifications, or
- a Teacher deemed as such immediately prior to 17 August 1990, and
- a person who has completed 3 years of a 4-year education degree and who has been granted conditional accreditation by NESA.

**Two-year trained Teacher** means any Teacher employed in the children's services and early childhood education industry as at the commencement of this Agreement who has completed a two-year full-time course in early childhood education that is an approved early childhood teaching qualification under the Education and Care Services National Regulation and any Teacher classified as such before the making of this Agreement.

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

(b) Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

#### **4. Coverage**

(a) This Agreement, subject to subclauses (b) and (c) below, covers the employers listed in **Schedule H – Employers and Schools Covered by this Agreement** and Teachers employed at the schools in **Schedule H**, including at any pre-school or early learning centre attached to or operated by a school, in respect of all work done by a Teacher as an employee.

(b) The Agreement does not cover an employee excluded from award coverage by the Act.

(c) This Agreement does not cover:

- (i) a Principal, or Campus Principal earning at least 12.5% more than a Deputy Principal on the same campus of the school would earn and who meets the definition of high income employee under s329 of the Act, however named;
- (ii) a person engaged solely to instruct students on an individual basis for example, in the areas of music, language (including LOTE), dance and/or to instruct students in choir, band, string ensemble or other similar small group (but not including an employee teaching the school curriculum);
- (iii) a sports coach, assistant, or trainer (other than a Teacher);

- (iv) a person employed as a Teacher's/integration aide, helper, classroom assistant, or supervisor in or in connection with childcare, preschool, long day care centres, child-minding centres or outside of school hours or vacation care services;
- (v) a member of a recognised religious teaching order and/or Minister of Religion or Church pastor (except where engaged as a Teacher) or a person engaged for the purpose of religious instruction, supervision of prayers, or to undertake other religious duties of a non-teaching nature; and
- (vi) psychologists or counsellors (unless appointed as Teachers).

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

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

## **6. The National Employment Standards and this Agreement**

This Agreement does not exclude the NES. The NES and this Agreement contain minimum conditions of employment for employees covered by this Agreement. If there is a inconsistency between a provision of this Agreement and the NES, and the NES is more beneficial in a particular aspect, then the NES provision will apply to the extent of the inconsistency.

## **7. Flexibility**

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

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

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

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

### **9. Dispute Resolution**

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

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

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

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

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

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

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

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

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

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

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

- (a) A part-time Teacher is a Teacher who is engaged to work on a regular basis for not more than 90% of the load of a full-time Teacher in the School.
- (b) Subject to sub clause 10.4(c) below, if the load of a part-time Teacher rises above 90%, the Teacher will be considered to be full-time.
- (c) A Teacher (full-time or part-time) who requests to work above 90% of a full-time load, but less than full-time, will not be considered to be full-time and will be remunerated for the actual load worked, if a school agrees to the Teacher's request. Any such agreement will be recorded in writing and will include the length of the term of the arrangement and the scheduling of time.

(d) A school cannot vary a part-time Teacher's teaching load or days of attendance unless:

- (i) the Teacher consents; or
- (ii) where such a variation is required as a result of a change in funding, enrolment, programme, timetabling, staffing, or curriculum, the School provides four weeks' notice in writing, or, where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of four weeks (or five weeks if the Teacher is over 45 and has been employed for more than 5 years).

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

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

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

## **10.5. Casual Employment**

### **(a) General Principles**

- (i) A casual engagement will generally not exceed four consecutive term weeks. However, a casual engagement may continue beyond 4 weeks and up to one term where:
  - A. the casual Teacher is replacing a Teacher who is absent or on a modified work arrangement, for a period that extends beyond four weeks, and the extended absence or modified work arrangement was not anticipated at the time of engagement, or,
  - B. where the casual Teacher and the School agree.
- (ii) The School must provide each casual Teacher with a copy of the Casual Employment Information Statement before, or as soon as practicable after, commencement. Thereafter;
  - A. If the school is not considered a small business under the Act, they must provide the Statement again;
    - after the casual Teacher has been employed for 6 months, and;
    - after the casual Teacher has been employed for 12 months, and;
    - after every subsequent period of 12 months.

**B.** If the School is considered a small business under the Act, they must provide the Statement after the casual Teacher has been employed for 12 months.

**(b) Casual Conversion**

- (i) A casual Teacher who has been employed by the School for a period of at least 6 months, (or least 12 months for an employer with fewer than 15 employees), and who believes that they no longer meet the requirements of a casual Teacher (that is, a casual employee as defined in clause 3(a)) may notify their employer of their wish to convert to full-time or part-time employment (as appropriate to their regular pattern).
- (ii) The notice must be in writing and indicate whether the casual Teacher seeks to convert to full-time or part-time employment and the reasons for believing they no longer meet the definition of a casual employee.
- (iii) The School must provide a written response, either accepting or rejecting the notification, within 21 days of receiving it, and must consult with the casual Teacher prior to responding.
- (iv) If the school accepts the change, the written response must include information about:
  - A. what the new employment status will be (for example, full-time or part-time)
  - B. the casual Teacher's new hours of work
  - C. when the change will take effect.
- (v) If the School does not accept the change, the written response must include the reasons for the decision. The reasons for refusing may be any of the following;
  - A. the casual Teacher still meets the definition of a casual employee
  - B. there are fair and reasonable operational grounds for not accepting the notification, such as:
    - Substantial changes would be required to the way in which work in the School is organised,
    - There would be significant impacts on the operation of the School,
    - Substantial changes to the casual Teacher's terms and conditions would be reasonably necessary to ensure that the school does not contravene a term of a fair work instrument that would apply to the casual Teacher as a full time or part time employee.
  - C. accepting the change would mean the School wouldn't comply with a recruitment or selection process required by law.

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

- (a) Subject to the requirements of Division 5 of the Act in relation to fixed term contracts, a Teacher may be employed on a temporary basis:
  - (i) In a position that is not an ongoing position, including as a (temporary) replacement employee for an employee holding an ongoing position.
  - (ii) where the role is project-based or externally funded for a limited time.
  - (iii) In a new position that is being trialled, for up to one school year.

- (iv) Where the school's staffing levels will, or are likely to, be reduced in the following year overall or in a department or section.
- (v) Where an ongoing position has not been able to be filled using normal selection processes and criteria and the Teacher has been informed of this in writing prior to the appointment.
- (vi) To replace a Teacher whose employment ends during a school year, until the end of the school year.

(b) A Teacher may be employed full-time or part-time on a temporary basis for a period of at least four weeks, but generally no longer than 12 months.

(c) Subject to subclause 10.6(d) a temporary appointment may be extended once only, provided that the total term of employment does not exceed two years.

(d) Consecutive appointments beyond the first extension, or beyond 2 years total duration are only permissible in the following circumstances:

- (i) Where each appointment is for a different purpose or to a different position; or
- (ii) The appointment is a direct consequence of, and dependent upon, the receipt of further special funding for the particular role which is payable for more than 2 years and there are no reasonable prospects that the funding will be renewed after the end of that period or
- (iii) The project is for a specialised task or project requiring specific skills or expertise;
- (iv) The appointment is a temporary replacement for a Teacher who is absent on leave or secondment;

(e) A Teacher will not be employed on a temporary basis unless any advertisement for the particular position stated that the position was temporary and the Teacher was informed prior to or at the point that he or she was offered the position that it was temporary. Further, any Teacher employed on a temporary basis must be provided with a Fixed Term Contract Information Statement upon appointment and every 12 months after that.

(f) A Teacher shall not be employed on a temporary basis for the purpose of probation.

(g) The employment of a temporary Teacher may be ended before the specified maximum term is up or the task complete, with the giving of notice in accordance with clause 11.2 below. The School is not obliged to pay the temporary Teacher until the expected end date of the employment contract.

## **10.7. Flexible Working Arrangements**

- (a) A Teacher who is an eligible employee under s65 of the Act may request a change in their working arrangements because of one of the following circumstances:
  - (i) Pregnancy
  - (ii) Parenting or caring responsibilities;
  - (iii) Disability;
  - (iv) Being aged 55 or older;
  - (v) Experiencing family or domestic violence;
  - (vi) Supporting a family or household member experiencing family or domestic violence.
- (b) Requests must be made in writing and set out the details of the change sought and the reasons for the change.

- (c) The School will discuss the request with the Teacher, give genuine consideration to the request, and to the consequences of declining the request, and genuinely try to reach agreement on a change to working arrangements that will reasonably accommodate the Teacher's circumstances and the needs of the School.
- (d) The School must respond to requests, in writing, within 21 days. The response must state whether the School grants the requests, and, if applicable, set out any agreed changes following discussion with the Teacher. If the School refuses the request, the response must:
  - (i) Provide the reasons for refusal including the particular business grounds the School has relied upon (in accordance with subclause (e), below),
  - (ii) State whether there are any alternative solutions the School could propose, and provide details of those, and;
  - (iii) Reference the Disputes Procedures in subclause (f) below.
- (e) The School may refuse requests on reasonable business grounds which may include, but are not limited to;
  - (i) cost – the requested arrangements would be too costly for the employer
  - (ii) capacity – there's no capacity to change the working arrangements of other employees to accommodate the request
  - (iii) practicality – it would be impractical to change the working arrangements of other employees, or take on new employees, to accommodate the request
  - (iv) inefficiency or impact – the requested arrangement would be likely to result in significant loss in efficiency or productivity, or have a significant negative impact on service delivery.
- (f) Disputes about requests for flexible working arrangements, can be dealt with under clause 9 and Schedule D - Dispute Resolution.

## **10.8. Pre-School and Early Learning Centre Teachers**

The provisions of this Agreement shall apply in relation to pre-school and early learning centre Teachers subject to the specific provisions of **Schedule F - Particular Conditions of Pre-school and Early Learning Centre Teachers**.

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

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

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

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

- (a) Subject to clauses 11.3 and 11.7 and **Schedule C – Consultation and Redundancy**, the employment of a Teacher (other than a casual Teacher) must not be terminated by the School without:
  - (i) providing at least four term weeks' notice (inclusive of any minimum notice period required under the National Employment Standards (NES)); or
  - (ii) the payment of four weeks' salary in lieu of notice; or

- (iii) a combination of notice and payment in lieu, provided the total equals four term weeks.
- (b) Where a Teacher is aged 45 years or older and has completed at least five years of continuous service with the School, the minimum notice period required under the NES is five weeks. In such cases, the notice or payment (or combination) must meet this higher minimum.
- (c) If four weeks' actual notice is given it shall expire within the school term in which it is given and either at least two weeks before the end of a school term, or on the last day of the school term.

### **11.3. Term 4 Exception**

Where the School intends for a Teacher's employment to terminate at the end of Term 4, the required notice must be either at least four (4) weeks' actual notice **or** four (4) weeks' payment in lieu of notice. A combination of part notice and part payment in lieu is not permitted for a termination that takes effect at the end of Term 4.

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

- (a) A Teacher must provide the School with at least four term weeks' notice of their intention to resign, with the notice period expiring within the same school term in which it is given. The Teacher's final day of employment must be either:
  - (i) at least two weeks before the end of a school term, or
  - (ii) on the last day of the school term.

The final day of employment cannot fall within the last two weeks of any school term, except where it is the final day of that term.

- (b) If a Teacher fails to give the notice specified in this clause, an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the Teacher, shall be payable by the Teacher to the School.
- (c) In accordance with s324 of the Act, with the written authorisation of the Teacher, the School may withhold from any monies due to the Teacher on termination under this Agreement, an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher. Any outstanding balance becomes a debt due and payable by the Teacher.

### **11.5. Job Search Entitlement**

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

### **11.6. Exclusions**

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

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

## **11.7. Statement of service**

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

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

### **(b) Casual Service Statement**

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

## **11.8. Suspension**

- (a) Notwithstanding any of the other provisions in this Agreement, a School may suspend a Teacher, with or without pay:
  - (i) while considering any matter which in the view of the School could lead to the Teacher's summary dismissal; or
  - (ii) during any period in which the Teacher is not able to carry out child-related work as defined in the *Child Protection (Working with Children) Act 2012* (NSW).
- (b) Subject to sub-clauses 11.9(d) and (e), suspension without pay will not be implemented by the School without prior discussion with the Teacher (provided that it is practicable to have such discussions) and will not exceed a period of four weeks, except with the Teacher's consent
- (c) If a school suspends a Teacher without pay in accordance with sub-clause 11.9(a)(i), 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 pay.
- (d) A school is not required to provide alternative employment to a Teacher who is ineligible to perform child-related work, including where
  - (i) the Teacher is a disqualified person under the *Child Protection (Working with Children) Act 2012* (NSW);
  - (ii) the Teacher is subject to an interim bar issued by the Children's Guardian;
  - (iii) the Teacher's Working with Children Check clearance has ceased to have effect and there is no current (undetermined) application for a further clearance; or
  - (iv) the Teacher's accreditation to teach has been suspended or revoked.
- (e) A Teacher shall be suspended from their employment as a Teacher during any period that the Teacher's accreditation to teach is suspended. Any such suspension may be with or without pay. The period of any unpaid suspension will not count as service for any purpose.

## **12. Redundancy**

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

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

### **13. Duties and Classifications**

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

- (a) The duties of a Teacher, in addition to teaching and associated duties (including programming, lesson planning, preparation, assessment, reporting and professional development) may include, but are not limited to, playground and sports duties, activities associated with administration, leadership and management, review, development and delivery of educational programmes, attendance at staff meetings and devotions, school assemblies and parent Teacher meetings, pastoral care and student welfare, attending school camps, retreats and excursions (including overnight excursions) and extra-curricular activities and, in relation to Teachers appointed to residential positions, the usual residential duties.
- (b) A part-time Teacher shall undertake the normal duties of a full-time Teacher, generally proportional overall to their load, as required by the employer over the course of the year. The School will attempt to assist a part-time Teacher to meet these requirements, by consulting with the Teacher regarding the timing of such commitments.

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

- (a) On appointment after the commencement of this Agreement, a Teacher will be classified and placed on the appropriate level on the salary scale in **Table 1A – Salaries of Schedule A – Monetary Rates**, according to their qualifications and teaching experience, determined by the length of his or her teaching service:
  - (i) in recognised schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and
  - (ii) in qualified teaching employment overseas in a recognised primary or high school (students aged 5 – 18 years), provided that the teaching service occurred in a country where the Teacher education qualifications are recognised by NESA as equivalent to qualifications from an Australian registered higher education institution, and
  - (iii) as a NESA accredited early childhood Teacher employed in approved early childhood education and care services.
- (b) Service as a part-time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year. Where the hours are more than 90% of a full-time load, service will count as a full-time year.
- (c) Service as a casual Teacher will accrue proportionately on the basis of one increment (year of full time equivalent service) for each 204 full casual days in Australian schools.
- (d) For the purpose of this Agreement, teaching experience does not include employment as a Teacher in a TAFE (unless the Teacher is employed to teach a course developed by NESA (formerly Board of Studies) such as a Vocational and Educational Training (VET) programme) or in an English Language School. Teaching Service includes service as a temporary or casual Teacher.

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

- (a) On or before engagement, a school may require a Teacher to provide documentary evidence of qualifications and teaching experience. If the School considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the School may decline to recognise the relevant qualification or experience until such evidence is provided. However, a school will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher. If it becomes apparent that a Teacher has been wrongly classified, the Teacher's classification will be changed to reflect the appropriate classification according to the Teacher's qualifications and teaching experience.
- (b) Where a Teacher has completed further teaching experience with another school (for example with the agreement of the school during a period of unpaid leave), or completed the requirements to gain additional qualifications after commencement of employment, and seeks reclassification and transfer, or progression to a higher salary step, the Teacher will, upon application in writing for such reclassification and transfer or progression, and provision of satisfactory evidence, be entitled to be reclassified or progress accordingly subject to the provisions of subclause 13.3(c), (d) and (e) below.
- (c) Where an application is made for reclassification based on completion of additional qualifications, such evidence should include documentary evidence establishing that the Teacher has had or will have conferred on him or her, the diploma, degree or equivalent recognition of the completion of the course of training which makes the Teacher eligible for reclassification and transfer.
- (d) Where an application is made for progression based on completion of further teaching service, such evidence should include documentary evidence establishing that the Teacher has carried out the additional period of service which makes the Teacher eligible for progression.
- (e) Where an application is made for reclassification and transfer, or progression under this clause which establishes that a Teacher is eligible to transfer or progress to a higher salary step, such transfer or progression shall take effect:
  - (i) Where an application for reclassification and transfer is received by the School no later than the first school day of the school term following the completion of such course of training:
    - (A) from the beginning of the first pay period to commence on or after the date the Teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer,
    - (B) or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements,whichever is the later.
  - (ii) Where an application for progression is received by the School no later than the first school day of the school term following the completion of the additional teaching experience, from the beginning of the first pay period to commence on or after the date of completion of the further teaching experience.
  - (iii) Where the application for transfer or progression is not received by the School within the time specified in sub clause (e) (i) or (ii), from the beginning of the first pay period to commence on or after the date on which the School receives such application.

- (f) A Teacher who is reclassified and transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the reclassification and transfer of the Teacher to the higher salary step coincides with the Teacher's normal salary incremental date, the increment shall be applied prior to the Teacher being transferred to the higher step.
- (g) A Teacher who is Two-Year Trained, Three-Year Trained or Four-Year Trained, who completes further training which qualifies them for reclassification as Three-Year Trained, Four-Year Trained or Five-Year Trained (as applicable) shall progress to the appropriate step on the salary scale. This step will be determined by the Teacher's years of service on the lower classification and the Teacher's new qualification. The Teacher's existing incremental salary date will remain unchanged.
- (h) A Teacher who is Conditionally Classified Four-Year Trained and who completes a course of training which entitles the Teacher to be classified to a higher classification shall progress to the step on the salary scale which corresponds to their new qualifications. The step will be the one closest to, but not less than the Teacher's current salary.

#### **13.4. Commencing Step Level and Progression for Teachers Appointed prior to 1 July 2026**

Subject to sub clauses 13.2 and 13.3 regarding classification, and the provisions in sub- clauses 13.5 below with respect to the requirements for progression between Levels 1 and 2, applying to Teachers required to be accredited with NESA, Teachers will commence on and progress through the salary steps specified below:

##### **(a) Five-Year Trained Teachers**

A Five-Year Trained Teacher employed prior to 1 July 2026 shall commence on Step 6 of the scale and progress according to normal years of (full-time equivalent) service to Step 13 of the scale.

##### **(b) Four-Year Trained Teachers**

A Four-Year Trained Teacher employed prior to 1 July 2026 shall commence on Step 5 of the scale and progress according to normal years of (full-time equivalent) service to Step 13 of the scale.

Where a Four-Year Trained Teacher satisfies the requirements for classification as a Five-Year Trained Teacher prior to 1 July 2026, their incremental position will be advanced by one year, with retention of their normal incremental date. Thereafter the Teacher shall progress in accordance with their normal years of (full-time equivalent) service.

##### **(c) Three-Year Trained Teachers**

A Three-Year Trained Teacher employed prior to 1 July 2026 shall commence on Step 3 of the scale and progress according to normal years of (full-time equivalent) teaching service to Step 13 of the scale, and at the completion of the equivalent of one year of full-time further study of a degree course, will have his or her salary advanced one increment, with retention of their normal incremental date.

Thereafter, the Teacher shall progress in accordance with normal years of (full-time equivalent) service to Step 13 of the scale.

##### **(d) Two-Year Trained Teachers**

A Two-Year Trained Teacher employed prior to 1 July 2026 shall commence on Step 2 of the scale and progress according to normal years of (full-time equivalent) teaching service to Step

13 of the scale, and at the completion of the equivalent of one year of full-time study of a degree course will be deemed a Three-Year Trained Teacher and shall be paid an additional increment with retention of their normal incremental date. Thereafter, the Teacher shall progress in accordance with normal years of service to Step 13 of the scale.

**(e) Conditionally Classified Four-Year Trained Teacher**

A Conditionally Classified Four-Year Trained Teacher appointed prior to 1 July 2026 shall commence on Step 5 of the scale and progress according to normal years of (full-time equivalent) service to Step 9 of the scale, provided that a Teacher shall after 15 years of service, progress to Step 10 of the scale. Thereafter the Teacher shall progress according to normal years of (full-time equivalent) service to Step 13 of the scale.

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

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

A Teacher employed prior to 1 July 2026 by an employer covered by this Agreement shall not, as a result of the making of this Agreement, incur a reduction in the salary they receive as at 1 July 2026.

**(g) NESA Requirements and Progression Between Salary Levels**

- (i) A Teacher appointed after the commencement of this Agreement may not progress from Level 1 to Level 2 (step 7 to step 8) in the salary scale prior to 1 July 2026, unless the Teacher:
  - A. has completed the requirements for the attainment of accreditation at the level of Proficient Teacher, or
  - B. commenced on a higher salary step than step 5, due to other qualifications or experience, including interstate or overseas teaching experience, or
  - C. previously had Proficient Teacher status, or
  - D. has previously been eligible to be accredited at Proficient Teacher and has had more than five years away from teaching in NSW.
- (ii) Notwithstanding that a Teacher does not have Proficient Teacher accreditation, from commencement of this Agreement, a Teacher may be appointed on commencement of employment at a step higher than Step 7 in the circumstances outlined in subparagraphs (i) above. If the Teacher does not achieve Proficient Teacher accreditation within one year of appointment, the Teacher's pay will then be reduced to Level 1 (step 7) until the Teacher achieves Proficient Teacher accreditation; on such date the Teacher will progress to Level 2 based on his or her service.

**(h) New Classification applying to Teachers employed on or after 1 July 2026**

All Full-Time, Part-Time and Temporary Teachers employed on or after 1 July 2026 shall be classified on the classification scale as set out in this clause according to his or her level of accreditation and teaching service as determined under clause 13.2(c).

**(i) Classification and Progression of Teachers employed on or after 1 July 2026 (NC 1 and NC2)**

- (i) A Teacher employed on or after 1 July 2026 who:
  - A. Is a Provisionally or Conditionally Accredited Teacher or a Teacher who is not accredited, or,
  - B. Has less than one year's full-time equivalent service as determined under clause 13.2(c)will commence on NC 1.
- (ii) A Teacher employed on or after 1 July 2026 who has one year but less than two years' full-time equivalent service as determined under clause 13.2(c) will commence on NC 2.
- (iii) A Teacher will progress from NC 1 to NC 2 on the completion of one year of full-time equivalent service under clause 13.2(c) at NC 1 as determined under clause 13.2(c);
- (iv) A Teacher will progress from NC 2 to NC 3 when the Teacher has both:
  - A. been accredited as a Proficient Teacher by NESA; and
  - B. completed a minimum two years' full-time equivalent service as determined under clause 13.2(c).

(j) **Classification and Progression of Teachers employed on or after 1 July 2026 (NC 3 to NC 7)**

- (i) A Teacher's full-time equivalent service as determined under clause 13.2(c) will determine the appropriate commencing salary step within NC 3 to NC 7 provided that a Teacher's full-time equivalent service is to be calculated from the:
  - A. the date on which the Teacher achieved Proficient Teacher accreditation; or
  - B. the date on which the Teacher completed two years' full-time equivalent service whichever is later (**Progression Date**).
- (ii) A Proficient Teacher employed on or after 1 July 2026 who has:
  - A. completed less than one year's full-time equivalent service since the Progression Date will be classified as NC 3;
  - B. completed one year's full-time equivalent service and less than two years since the Progression Date will be classified as NC 4;
  - C. completed two years' full-time equivalent service and less than three years since the Progression Date will be classified as NC 5;
  - D. completed three years' full-time equivalent service and less than four years since the Progression Date will be classified as NC 6;
  - E. completed four or more years' full-time equivalent service since the Progression Date will be classified as NC 7.
- (iii) A Teacher will progress to the next salary step within NC 3 to NC 7 upon completion of one year's full-time equivalent service as determined under clause 13.2(c) at each step.
- (iv) Progression under this clause 13.5(e) will occur from the commencement of the first full pay period after the date the Teacher satisfies the relevant progression requirement.

**13.5. Translocation Arrangements for Teachers employed before 1 July 2026**

A new classification structure will apply to Teachers from 1 July 2026. The following table outlines the translocation of Teachers at that time, with normal incremental increases to occur thereafter:

Existing Classification prior to 1 July 2026	New Classification as at 1 July 2026
Step 1	New Classification 1 (NC1)
Step 2	New Classification 1 (NC1)
Step 3	New Classification 1 (NC1)
Step 4	New Classification 1 (NC1)
Step 5	New Classification 1 (NC1)
Step 6	New Classification 2 (NC2)
Step 7	New Classification 3 (NC3)
Step 8	New Classification 3 (NC3)
Step 9	New Classification 4 (NC4)
Step 10	New Classification 5 (NC5)
Step 11	New Classification 6 (NC6)
Step 12	New Classification 7 (NC7)
Step 13	New Classification 7 (NC7)

**13.6. Highly Accomplished and Lead Teachers**

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

**14. Pay****14.1. Minimum salary**

- (a) The minimum annual rate of salary payable to a full-time Teacher will be determined in accordance with the provisions of Clause 13 – Classifications and shall be as set out in **Table**

**1A and Table 1.A1 - Salaries of Schedule A – Monetary Rates.** The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.14 and the fortnightly rate by dividing the annual rate by 26.07.

- (b) Where there is a difference between the actual rate of pay paid to a Teacher prior to the commencement of this Agreement and the amount set out in **Table 1A and Table 1.A1 - Salaries of Schedule A – Monetary Rates** in accordance with paragraph 14.1(a), the difference shall be paid by the employer to the Teacher as soon as practicable after the commencement of the Agreement.
- (c) The monetary obligations imposed on a school by this Agreement may be absorbed into over-agreement payments. Nothing in this Agreement requires a school to maintain or increase any over-agreement payment.

#### **14.2. Part-Time and Temporary Teachers**

- (a) A part-time Teacher, including a temporary part-time Teacher, will be paid at the same rate as a full-time Teacher with the corresponding classification, on a pro rata basis in accordance with the Teacher's load.
- (b) 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.
- (c) If a part-time Teacher is required to attend duties on a day that they do not normally attend and that attendance is in addition to their normal duties, the Teacher shall be paid for such attendance at the casual rate of pay.
- (d) A temporary full-time Teacher shall be paid at the same rate as that prescribed for a full-time Teacher with a corresponding classification.

#### **14.3. Casual Teachers**

- (a) The daily rate of pay is calculated by dividing the applicable annual salary by 240 and adding a loading of 20% which includes any pro rata payment for annual leave to which the Teacher is entitled in accordance with the National Employment Standards, along with any applicable annual leave loading and compensates the Teacher for not having the benefits of ongoing employment, including paid leave to which a full-time or part-time Teacher is entitled.
- (b) The daily rates for a casual Teacher are set out in **Table 3 – Casual Rates in Schedule A**, provided that:
  - (i) the rates payable shall be as follows:

Classification	Step prior to 1 July 2026	Step on or after 1 July 2026
Four and Five-Year Trained and/or proficient Teachers	Up to step 9	NC 3 - NC 5
All other Teachers	Up to step 7	NC 1 - NC 2

- (c) Casual Teachers engaged prior to 1 July 2026 who are less than 4 year trained, and casual teachers engaged on or after 1 July 2026 who have conditional or provisional approval to teach may only be engaged between NC1 and NC2 (or up to step 7) and are not eligible to progress beyond these steps without attaining Proficient Accreditation.

- (d) Casual Teachers engaged prior to 1 July 2026, who are four or five year trained, and casual Teachers engaged on or after 1 July 2026 who are fully proficient may be engaged between NC3 and NC5 (or up to step 9).
- (e) A casual Teacher;
  - (i) in a school (other than a pre-school or early learning centre run by a school) will be paid for a minimum of half a day for each single engagement; where a half day is half the usual required attendance time for a Teacher; and
  - (ii) a casual Teacher in a pre-school or early learning centre may be paid for a minimum of a quarter day.
- (f) For the avoidance of doubt, 'half a day' and 'quarter day' refer to periods of time and not morning or afternoon. Thus, a Teacher who works half the usual required attendance time for a Teacher (not including the 30-minute lunch break) would only be paid for half a day regardless of the commencement time.

## **15. Positions of Responsibility**

### **15.1. Positions of Responsibility Generally**

- (a) There will be 5 possible levels of positions of responsibility in a school. These are:
  - (i) Level 4 - Deputy Principal or equivalent
  - (ii) Level 3 - Position of Responsibility
  - (iii) Level 2 – Position of Responsibility
  - (iv) Level 1 – Position of Responsibility
  - (v) Preliminary Level of Responsibilityas described further in **Schedule G - Positions of Responsibility**.
- (b) The assignment of a position to a particular level in this clause will reflect the gradation of responsibilities exercised in each school, whether, administrative, pastoral care, co-curricular, or educational leadership, or a combination of these areas, taking into account the descriptions in Schedule G, with Level 4 being the most significant level of responsibility.
- (c) A Teacher may be appointed to a position of responsibility for a specified maximum term or on an ongoing basis.
- (d) A position of responsibility may be shared between Teachers. The School will agree in writing with each Teacher sharing the position the proportion of the duties of the position for which the Teacher is responsible. The Teacher will receive an allowance calculated by reference to the agreed proportion.
- (e) A school may appoint a part-time Teacher to a 'fractional' position of responsibility provided that the Teacher and the School agree in writing on the proportion of duties for which the Teacher is responsible. The Teacher shall receive the corresponding proportion of the allowance for the position. A position of responsibility to which a Teacher has been appointed on a fractional basis pursuant to this paragraph shall only count on a pro rata basis in accordance with the fraction of the appointment for the purposes of subclause 15.3. In the case of a position of responsibility that is required pursuant to subclause 15.2 or 15.4, if the Teacher is not

responsible for all of the duties of the position of responsibility, then another Teacher will be appointed to fulfil the other requirements of the position.

- (f) For provisions relating to a Teacher appointed as a Director of a pre-school or early learning centre, see Schedule F – Particular Conditions for Pre-School and Early learning Centre Teachers.
- (g) Notification:
  - (i) A school will provide on appointment, to a Teacher appointed to a position of responsibility, written notification to the Teacher of the position, its duration or tenure, the duties required and the allowance to be paid.
  - (ii) The school will notify the Teacher of the level of the position of responsibility.

- (h) Changes to Positions of Responsibility will be dealt with through a process of consultation in accordance with **Clause 8 – Consultation Regarding Major Workplace Change and Redundancy** and **Schedule C – Consultation and Redundancy**.

### **15.2. Establishment of Position – Deputy Principal**

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

### **15.3. Establishment of Total School Positions of Responsibility**

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

<b>Level</b>	<b>Position of Responsibility</b>	<b>Points</b>
LP	Level: Preliminary	0.5
L1	Level: One (Co-ordinator 1 and Senior Teacher 2)	1
L2	Level: Two (Co-ordinator 2)	2
L3	Level: Three (Co-ordinator 3)	3

L4	Level: Four (Deputy Principal)	4
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(c) A school must create the minimum number of positions of responsibility determined by the number of points applicable to that school as set out in the tables below. If a school has an enrolment over 200 students, then a Deputy Principal is required to be appointed pursuant to Clause 15.2(a), and that position is in addition to the required positions based on the points specified below. However, if the School determines pursuant to the provisions of Clause 15.2(c) to appoint Teachers to additional positions of responsibility, instead of appointing a Deputy Principal, then four points should be added to the points specified below.

Primary Department					
Students	Points	Students	Points	Students	Points
<100	0	300	3	525	6
100	1	325	4	550	7
125	1	350	4	575	7
150	1	375	4	600	7
175	2	400	5	625	8
200	2	425	5	650	8
225	2	450	5	675	8
250	3	475	6	-	-
275	3	500	6	-	-

Secondary Departments					
Students	Points	Students	Points	Students	Points
<60	0	600	13	1170	26
60	1	630	14	1200	27
90	2	660	15	1230	28
120	2	690	15	1260	28
150	3	720	16	1290	29
180	4	750	17	1320	30
210	4	780	17	1350	31
240	5	810	18	1380	31
270	6	840	19	1410	32
300	6	870	20	1440	33

Secondary Departments					
Students	Points	Students	Points	Students	Points
330	7	900	20	1470	33
360	8	930	21	1500	34
390	8	960	22	1530	35
420	9	990	22	1560	35
450	10	1020	23	1590	36
480	11	1050	24	1620	37
510	11	1080	24	1650	37
540	12	1110	25	1680	38
570	13	1140	26	1710	39

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

#### **15.4. Additional Requirements for Secondary Departments**

- (a) In a secondary department a Position of Responsibility Level 2 (formerly Co-ordinator 2) position must be established where the teaching hours of a programme of work in an area of instruction or activity as determined by the school (e.g., subject or key learning area) exceeds 2,000 hours per annum (or 2200 hours in a school, or geographically distinct campus of a school, with 2 or less streams), or where the position has other duties (of a comparable level) as determined by the Principal.
- (b) In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction provided that the total hours of aggregated instruction in an area of instruction that involves more than one subject, shall not exceed 4,000 teaching hours per annum.

#### **15.5. Acting Appointments**

If a school appoints a Teacher to act in a position of responsibility, including as a Deputy Principal, for at least ten consecutive school days, the employer must pay the Teacher the rate of allowance prescribed for that position whilst the appointment is ongoing. A school may appoint 2 or more Teachers to share an acting position of responsibility consistent with the operation of sub-clauses

15.1(d) and (e) and any allowance payable under this clause will be shared on a proportionate basis, consistent with the operation of sub-clause 16.1(f).

## 16. Allowances

### 16.1. Allowances for Positions of Responsibility

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

### 16.2. Special Education Allowances

Teachers appointed to teach classes consisting solely or predominantly of students with disabilities shall be paid in addition to the salaries provided for in clause 14.1 an allowance as set out in Item 1 of **Table 2 – Other Rates and Allowances of Schedule A – Monetary Rates**. A part-time Teacher shall receive the allowance set out in Item 2 of **Table 2 – Other Rates and Allowances**.

### 16.3. Travelling and other Expenses

- (a) Where a Teacher is required to use their own vehicle in connection with their employment, other than for journeys between home and their usual place of employment, the Teacher shall be entitled to be paid an allowance for the kilometres travelled, as set out in Item 3 of **Table 2**

– **Other Rates and Allowances of Schedule A – Monetary Rates.** Use of the Teacher’s own vehicle must be authorised by the School for the Teacher to be eligible for the allowance.

(b) Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of duties required by the employer, shall be reimbursed by the employer, subject to satisfactory proof of the incurring of the expense and compliance with a school’s expense reimbursement policy, if any.

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

### **17.1. Pay Periods**

(a) All monies payable will be paid either:

- (i) once each fortnight;
- (ii) once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance; or
- (iii) once every month with the payment being made as nearly as possible on the middle of each month (for example, the 15th of each month) including half a month in arrears and half a month in advance.

(b) Where the pay day for a monthly pay period falls on a Saturday, Sunday or public holiday, a Teacher shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding the usual pay day.

### **17.2. Payment Method**

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

### **17.3. Payment for Supervision of Student Teachers**

Where supervision of the teaching of a student Teacher is required as a part of a Teacher’s duty (or Teachers’ duties), the supervising Teacher(s) shall receive all payments made to the School for such supervision.

### **17.4. Overpayments**

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

(b) Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Teacher, the school and the Teacher shall seek agreement regarding repayment of the overpayment, including, if a Teacher requests, discussion between the Union and the school.

### 17.5. Remuneration Packaging

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

**B** = Benefit Value

**A** = Amount of salary.

(iv) any other payment under this agreement, calculated by reference to the Teacher's salary, however described, and payable:

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

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

## 18. Superannuation

### 18.1. Superannuation legislation

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

*NOTE: Under superannuation legislation:*

- (a) *Individual employees generally have the opportunity to choose their own superannuation fund.*
- (b) *If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.*
- (c) *If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund determined by the School, provided the fund is able to accept contributions for the benefit of the employee.*
- (d) *A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for two consecutive years.*

### 18.2. School contributions

- (a) A school must make such superannuation contributions to a superannuation fund for the benefit of a Teacher, including a casual Teacher, as will avoid the school being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Teacher.

- (b) A school will make periodic contributions complying with superannuation legislation.
- (c) Under superannuation legislation a school must make contributions on an employee's ordinary time earnings. For the purposes of this Agreement, ordinary time earnings include:
  - (i) the minimum annual rate of salary prescribed from time to time for the employee by clause 14.1; and
  - (ii) the amount of any allowance which is prescribed from time to time for the employee by clauses 16.1 and 16.2; and
  - (iii) annual leave loading; and
  - (iv) the amount of all payments made to the employee pursuant to clause 22 Pro Rata Salary Adjustments.

#### **18.3. Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise their school to pay on behalf of the Teacher a specified amount from the post-taxation salary of the Teacher into the same superannuation fund as the School makes the superannuation contributions provided for in clause 18.2.
- (b) A Teacher may adjust the amount the Teacher has authorised their school to pay from the wages of the Teacher from the first of the month following the giving of one months' written notice to their school.
- (c) The School must pay the amount authorised under clause 18.3(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clause 18.3(a) or (b) was made.

#### **18.4. Superannuation fund**

- (a) In accordance with clause 18.1, the School will make the contributions outlined in clause 18.2 and any voluntary contributions under clause 18.3 to:
  - (i) the Teacher's nominated fund (provided it is an eligible choice fund offering a MySuper product),
  - (ii) the Teacher's stapled fund as identified by the ATO, or
  - (iii) the School's default fund, if neither of the above applies.
- (b) A Teacher must notify the School in writing of their nominated superannuation fund and take any steps necessary to facilitate contributions being made.

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

#### **19. Ordinary Hours of Work**

- (a) This clause of the Agreement provides for agreement specific detail and supplements the NES that deals with maximum weekly hours.

- (b) Notwithstanding the NES, and due to the operational requirements of schools in the context of the education industry, the ordinary hours of a Teacher under this Agreement may be averaged over a 12-month period.
- (c) The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend the School on days when the students are not present, subject to the needs of the School with regard to professional development and training, student free days and other activities requiring the Teacher's attendance, including tasks forming part of the responsibilities and duties of a position of responsibility. [Note: Other than during 4 weeks of annual leave, during non-term time when a Teacher is not required to attend the School, the Teacher is required to use such portion of this time as is necessary to meet the requirements of his or her role. This may include duties associated with face to face teaching, including but not limited to, programming, preparation, planning, assessment and reporting, and/or professional development and training.]
- (d) The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a Teacher's entitlements for the school year (or a proportion of the school year as the case may be and include compensation for reasonable additional hours worked). A Teacher's absences from school during non-term weeks, including those over the summer school vacation period, are deemed to include their entitlement to annual leave.

## **20. Breaks**

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

## **Part 6—Leave and Public Holidays**

### **21. Annual Leave**

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

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

### **22.1. Application:**

The provisions of this clause are specific to this agreement and apply to Teachers, other than causal Teachers. They incorporate the annual leave entitlements in the NES, including the entitlement to four weeks of accrued annual leave, and operate in lieu of the corresponding provisions of the Act.

### **22.2. Applicable Circumstances**

- (a) The provisions of this clause shall apply where:
  - (i) a Teacher's employment ceases;
  - (ii) a Teacher commences employment after the School Service Date;
  - (iii) a Teacher takes approved leave without pay; or
  - (iv) the load which a Teacher normally teaches at a school has varied since the School Service Date ("a Teacher whose load has varied").
- (b) Payments shall be made to such Teachers by application of the formula prescribed by either sub-clause 22.3(a) or (b), as appropriate, and, pursuant to the applicable provisions of clauses 22.4, 22.5, 22.6 and 22.7 separately, or in combination. These provisions are intended to be used to calculate the pro rata salary, inclusive of annual leave owing to a Teacher in respect of the school year in which the formula is applied.

### **22.3. Calculation of Payments**

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

Payments made pursuant to this clause to a Teacher whose load has varied, shall be calculated in accordance with the following formula:

$$P = \frac{S \times C}{b} - d$$

Where:

P is the payment due.

S is the total salary paid in respect of weeks where attendance is expected including term weeks and professional development weeks, or fraction thereof, since the School Service Date [or date of employment in circumstances where a Teacher has been employed by the school for less than one year].

b is the number of weeks where attendance is expected, or fraction thereof, in the year.

c is the number of weeks where attendance is not expected, or fraction thereof, in the year.

d is the salary paid in respect of weeks where attendance is not expected, or fraction thereof, that have occurred since the School Service Date [or date of employment in

circumstances where a Teacher has been employed by the School for less than one year].

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

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

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

Where:

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

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

- (i) The underpinning principle and intent of the formulas in this sub-clause 22.3 is that, subject to the provisions regarding long service leave, a Teacher who attends the school and works (or is on paid leave) for all of the time when attendance is required in a school year is paid for a full 12 months, inclusive of 4 weeks of annual leave.
- (ii) Generally, where a Teacher has worked (or been on paid leave) for all of the time when attendance is required in a school year, the payment for weeks when attendance is not required need only be calculated to and may cease on the day before the School Service Date in the succeeding school year.
- (iii) Where a school's School Service Date is not fixed from year to year the application of the formula may need to be adjusted to ensure that a Teacher working all 4 school terms, but not returning to work the following school year, is paid for a full 12 months.
- (iv) A Teacher who commences employment after the School Service Date in a school year, is not entitled to be paid in full through the School Summer vacation period, if the Teacher has been paid through all the term breaks during the Teacher's period of employment. [See further sub-clause 22.5]

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

A Teacher shall be entitled on termination of employment to a payment calculated in accordance with sub-clause 22.3.

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

- (a) A Teacher who commences employment after the usual date of commencement at the school in any school year, shall be paid from the date the Teacher commences, **provided that** at the end of Term 4 or final semester in that year, the Teacher shall be paid an amount calculated pursuant to **sub-clause 22.3(b)** and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or first semester in the following school year. However, the Teacher may request the School to pay the amount so calculated, at the Teacher's normal weekly rate of pay (or, in respect of the final payment, any balance outstanding) in instalments over the school summer vacation period, as part of the school's normal pay run, until the full amount has been paid.
- (b) In each succeeding year of employment, the anniversary of appointment of the Teacher for the purpose of this clause shall be deemed to be the School Service Date.

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

- (a) Where a Teacher takes leave without pay with the approval of the School for a period which exceeds 20 days when attendance is required in any year, (or the equivalent pro rata number of days for a part time Teacher) the Teacher shall be paid salary calculated in accordance with this clause as follows:
  - (i) If the leave without pay commences and concludes in the same school year subject to subject to clause (ii) below, the payment shall be calculated and made at the conclusion of Term 4 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 4 in accordance with **sub-clause 22.6(b)**.
  - (iii) If the leave without pay is to conclude in a school year following the school year in which the leave commenced:
    - A. 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
    - B. at the end of Term 4 in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.
- (b) The payment to be made to a Teacher at the conclusion of Term 4 of a school year:
  - (i) pursuant to sub-clause 22.6(a)(ii)(B);
  - (ii) or in circumstances where, with the agreement of the School, a Teacher who has been paid pursuant to sub-clause 22.6(a)(iii) returns from leave during the school year in which the leave commenced and notwithstanding that as a result did not exceed 20 days when

attendance is required (or the equivalent pro rata amount for a part time Teacher), shall be determined by:

- A. applying the formula in **clause 22.3** as if no payment had been made to the Teacher pursuant to **sub-clause 22.6(a)(ii)**; and
- B. deducting from that amount the amount paid to the Teacher pursuant to **sub-clause 22.6(a)(ii)(A)** or **sub-clause 22.6(a)(iii)**.

(c) In respect of any payment to be made to a Teacher at the conclusion of Term 4 of a school year pursuant to this clause, a Teacher may request the School to pay the amount so calculated, at the Teacher's normal weekly rate of pay (or, in respect of the final payment, any balance outstanding) in instalments over the school summer vacation period, as part of the School's normal pay run, until the full amount has been paid.

(d) Notwithstanding the provisions of sub-clause 22.2(a), a Teacher shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the Teacher would otherwise be entitled under the provisions of the Act, in respect of a year of employment.

*[Note: Leave without pay should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term unless the school has expressly agreed to the contrary.]*

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

Where the load which a Teacher normally teaches at the School has varied since the School Service Date in any school year and the Teacher's employment is to continue in the next school year, the Teacher shall be paid at the conclusion of Term 4 or final semester of that year in accordance with the formula provided in clause 22.3 (a) and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or the first semester in the following school year. However, the Teacher may request the School to pay the amount so calculated, at the Teacher's normal weekly rate of pay (or, in respect of the final payment, any balance outstanding) in instalments over the school summer vacation period, as part of the School's normal pay run, until the full amount has been paid.

## **23. Annual Holiday Loading**

- (a) Where a Teacher other than a casual Teacher, takes annual leave commencing at the beginning of the school summer vacation each year, the Teacher shall be paid an annual holiday loading calculated in accordance with this clause.
- (b) The loading shall be payable in addition to the pay payable to the Teacher for the period of the school summer vacation.
- (c) The loading shall be calculated and paid for:
  - (i) the portion of the Teacher's annual holiday equal to the period of annual leave the Teacher is entitled to under the Act at the end of each year of employment; or
  - (ii) where relevant, the period calculated under clause 23.6.
- (d) The loading shall be the amount payable for the period specified in clause 23.3 or 23.6 at the rate of 17.5 per cent of the weekly equivalent of the Teacher's annual salary.

- (e) For the purposes of this clause, "salary" means the salary payable to the Teacher at 1 December of the year in which the loading is paid. This includes, where applicable, the allowances prescribed by clauses 16.1, 16.2 and clause F4 of Schedule F, but excludes any other allowances or amount otherwise payable in addition to salary.
- (f) Provided that where clause 23.6 applies, "salary" means the salary (including the specified allowances, above) payable immediately prior to the payment made to the Teacher under sub-clause 22.3(b).
- (g) Where the employment of a Teacher ceases for any reason the Teacher shall be entitled to payment of a pro rata amount of the annual holiday loading. This amount will be calculated by applying to the full annual holiday loading entitlement the same fraction that the Teacher's weeks of attendance bears to the total number of weeks where attendance is expected at the School in a full school year.
- (h) Notwithstanding clauses 23.2 and 23.3, an employer may pay annual leave loading to the employee with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.342%. Where an employer elects to pay leave loading with each salary payment throughout the school year, the employer will advise the employee in their letter of appointment or in writing prior to the commencement of this election.

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

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

- (a) Personal /carer's leave and compassionate leave are provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES.
- (b) A full-time Teacher, including a full-time Teacher engaged on a temporary basis, shall be entitled to fifteen (15) days paid Personal/Carer's Leave per annum from the commencement of this Agreement.
- (c) A part -time Teacher, including a temporary part-time Teacher, shall have an annual Personal/Carer's Leave entitlement calculated by multiplying the relevant annual Personal/Carer's leave entitlement for a full-time Teacher by the Teacher's load.

### **24.2. Accessing Personal/Carer's Leave**

- (a) A Teacher may take paid Personal/Carer's Leave if the leave is taken:
  - (i) because the Teacher is not fit or able to work due to a personal illness, or personal injury, unexpected personal emergency, or domestic violence; or
  - (ii) to provide care or support to a member of the Teacher's immediate family, or household, who requires care or support because of:
    - A. a personal illness, or personal injury; or
    - B. unexpected personal emergency, or
    - C. domestic violence.
- (b) For the purpose of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the control of the Teacher or the Teacher's immediate family or household member and is of an urgent and serious nature that requires the urgent

attention of the Teacher to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of the Teacher's usual attendance time at the School.

(c) The entitlement to use Personal/Carer's Leave in accordance with subclause 24.2(b) is subject to:

- (i) the Teacher having responsibilities for the care or support of the person concerned; and
- (ii) the person concerned being a member of the Teacher's immediate family or household as defined in the Act.

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

(d) In normal circumstances, a Teacher should not take carer's leave if another person is the primary caregiver or has taken leave to care for, or provide support to, the same person.

#### **24.3. Personal/Carer's Leave Accumulation**

- (a) Untaken Personal/Carer's Leave entitlements both accrued prior to and accruing after the commencement of this Agreement shall be carried forward indefinitely with no maximum accumulation.
- (b) Personal/Carer's Leave shall accrue progressively during each year of service, according to the employee's ordinary hours of work, and accumulates from year to year.
- (c) A Teacher in their first year of service with a school may request leave in advance in relation to an absence due to a personal illness, or personal injury up to the total entitlement of leave for that year. Such a request may not be unreasonably refused by the school.
- (d) For the purpose of this clause, untaken Personal/Carer's Leave accumulates only in respect of continuous service with the same employer and not otherwise.

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

- (a) In accordance with the NES a Teacher must provide the School, if requested, with evidence that would satisfy a reasonable person that they are entitled to take Personal Leave. Without limiting this obligation, it is agreed that the following evidence may be required, if requested by the School and subject to sub-clause (b), from a Teacher in order to be entitled to personal leave:
  - (i) **for absences of two consecutive days or more because of a personal illness or injury** - the production, other than in respect of the first three days absence due to illness or injury in any year, of a medical certificate addressed to the School, or, if the School requires, to the School Medical Officer, or other evidence that would satisfy a reasonable person.
  - (ii) **for absences of less than two consecutive days because of a personal illness or injury** – the notice of the absence provided by the Teacher, subject to sub-clause (d) below.
  - (iii) **for absences because of an unexpected personal emergency or domestic violence** – the provision of a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance prevented attendance at work, or other evidence that would satisfy a reasonable person.

- (iv) **for absences to provide care or support because of a personal illness or injury** – production of a medical certificate or statutory declaration, of the illness or injury of the person concerned and that the illness or injury is such as to require care or support by the Teacher, or other evidence that would satisfy a reasonable person. Evidence may also be required that the person requiring care or support is a member of the Teacher's immediate family or household.
- (v) **for absences to provide care or support because of a personal emergency or domestic violence** - the provision of a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance resulted in the person concerned requiring care or support by the Teacher, or other evidence that would satisfy a reasonable person. Evidence may also be required that the person requiring care or support is a member of the Teacher's immediate family or household.

(b) Nothing in sub-clause (a) precludes:

- (i) a School from not requiring evidence in a particular circumstance, or as a matter of school policy, or
- (ii) a School from requiring evidence as outlined above in a particular circumstance despite school policy.

(c) A medical certificate required under this clause may be provided by a person registered, or licensed, as a health practitioner under a law of a State or Territory that provides for the registration or licensing of health practitioners, provided the illness or injury is within the area of expertise of the practitioner.

(d) Where a Teacher has taken frequent single days of personal leave, or taken extended personal leave such that the School requires additional information in relation to the Teacher's eligibility for leave, then the School may take action in accordance with this subclause.

- (i) The School may arrange a meeting in order to clarify the position with the Teacher. The invitation to the Teacher to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the Teacher to be reasonably able to attend the meeting. The invitation shall also refer to the provisions of this clause and shall indicate the grounds for the School's concern about personal leave taken by the Teacher. The School shall invite the Teacher to respond verbally at the meeting to the issues raised by the School. A Teacher shall not unreasonably fail to attend such a meeting where invited so to do by the School.
- (ii) After consideration of the Teacher's response, the School may
  - A. require further evidence of illness; and/or
  - B. require the Teacher to provide a medical certificate from a medical practitioner nominated by the School (at the School's cost) in relation to the likely period of absence or to establish only eligibility for personal leave (and no other information); and/or
  - C. discuss with the Teacher any other action.
- (iii) Where a Teacher fails to attend a meeting as requested by the School pursuant to paragraph (i) of this sub-clause and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in paragraph (ii) of this sub-clause, then the School may cease payment of personal leave if the School has

reasonable grounds for a belief that the Teacher is not entitled to personal leave for that absence.

- (iv) The Teacher may, if a member of the union, request that any matter pursuant to this clause be discussed at any stage between the union and the representative of the School.
- (v) Where a Teacher is unable to carry out their normal duties due to illness or injury for a period of four or more weeks, a school may require the Teacher to provide, from the Teacher's treating health practitioners (at the School's cost in relation to any net amount payable by the Teacher), additional information regarding the Teacher's capacity for work and fitness to perform work safely, including, but not limited to:
  - A. the Teacher's condition and treatment;
  - B. the effect of the condition on the Teacher's capacity to perform their usual work or any work safely (including any limitations or medically imposed restrictions);
  - C. and the treating health practitioner's prognosis for recovery including relevant timeframes for a return to work.
- (vi) The School may also arrange for the Teacher to attend a medical examination with a health practitioner nominated by the School (at the School's cost) to report on and inform it of these matters. The Teacher must give the treating health practitioner(s) and/or examining health practitioner any consent required to enable the provision of such information to the School.

#### **24.5. General Requirements**

##### **(a) Workers' Compensation**

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

##### **(b) Notification**

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

#### **24.6. Unpaid Carer's Leave**

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

## **24.7. Personal Carer's Leave Entitlement for Casual Teachers**

- (a) Subject to the evidentiary and notice requirements in subclause 24.4, casual Teachers are entitled to not be available to attend work, or to leave work, if they need to provide care or support to a member of the Teacher's immediate family or household who is ill or injured, or who requires care or support due to an unexpected emergency affecting the member, or in connection with the birth of a child of the Teacher or Teacher's spouse.
- (b) Where practicable, the school and the Teacher will agree on the period for which the Teacher will be absent from work. In the absence of agreement, the Teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Teacher is not entitled to any payment for the period of non-attendance.
- (c) A school must not fail to re-engage a casual Teacher because the Teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual Teacher are otherwise not affected.

## **24.8. Compassionate Leave**

### **(a) Paid Compassionate Leave**

- (i) A Teacher is entitled to paid compassionate leave in accordance with the Act and subject to the terms and conditions of the Act.
- (ii) For the purposes of this clause, compassionate leave is paid leave taken by a Teacher:
  - A. for the purposes of spending time with a person who:
    - is a member of the Teacher's immediate family or household as defined in the Act; and
    - has a personal illness, or injury, that poses a serious threat to his or her life, or
  - B. after the death of a member of the Teacher's immediate family or household as defined in the Act.
- (iii) Subject to sub-clauses 24.8.2(a) and (b), a full-time or part-time Teacher is entitled to a period of two days of compassionate leave for each occasion when a member of the Teacher's immediate family or household:
  - A. contracts or develops a personal illness that poses a serious threat to his or her life; or
  - B. sustains a personal injury that poses a serious threat to his or her life.
- (iv) Subject to sub-clauses 24.8.2(a) and (b), a full-time or part-time Teacher is entitled to a period of three days of compassionate leave for each occasion when a member of the Teacher's immediate family or household dies.

### **(b) Conditions on taking Compassionate Leave**

- (i) A Teacher may be required to provide the School with satisfactory evidence of such illness or injury (and serious threat to life) or death and that the person is or was a member of the Teacher's immediate family or household.
- (ii) Subject to sub-clause 24.8.2(c), a Teacher shall not be entitled to compassionate leave under this clause during any period in respect of which the Teacher has been granted other leave.

(iii) Compassionate leave may be taken in conjunction with carer's leave available under sub-clause 24.1 and 24.3. In determining such a request, the employer will give consideration to the circumstances of the Teacher and the reasonable operational requirements of the School

**(c) Unpaid Compassionate Leave – Casual Teachers**

- (i) Subject to the evidentiary and notice requirements in the Act, casual Teachers are entitled to not be available to attend work, or to leave work, in the circumstances set out in sub-clause 24.8.1(b)(i) and (ii).
- (ii) The employer and the Teacher shall agree on the period for which the Teacher will be entitled to not be available to attend work. In the absence of agreement, the Teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Teacher is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual Teacher because the Teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual Teacher are otherwise not affected.

## **25. Unpaid Parental Leave and New Parent Bonus**

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

### **25.1. General**

- (a) A Teacher is entitled to take unpaid parental leave in accordance with the provisions of the Act and subject to the limitations and conditions, including notification requirements, contained in that Act. Without limiting the operation of this clause, a Teacher must have 12 months continuous service to be eligible for parental leave under the Act and must have or soon will have a responsibility for the care of a child.
- (b) In accordance with s74 of the Act, a Teacher must give notice of the intention to take leave and evidence. That notice must be:
  - (i) given in writing to the employer by the Teacher, at least 10 weeks' before starting the leave or if not practicable, as soon as practicable (which may be a time after the leave has started), and
  - (ii) include the intended start and end dates of the unpaid parental leave.
- (c) If it is not practicable to give the required notice (e.g. in the case of premature birth or adoption), the Teacher is not in breach of the section, provided they give notice as soon as practicable.
- (d) Consistent with the Act, unpaid parental leave will count as service for the purposes of an entitlement to parental leave. However unless otherwise required by legislation a period of unpaid parental leave will not count as a period of service for accruing leave entitlements or other service-based benefits under this Agreement.
- (e) If the non primary carer takes parental leave as described in the Act, clause 25.2 of this Agreement applies.
- (f) Where, following an earlier period of parental leave, a Teacher has not returned to work for a period of four school terms, or such lesser period as may be agreed to by the School, before the birth or adoption of a second or subsequent child, the Teacher will remain entitled to unpaid

parental leave in accordance with the Act. However, the Teacher will not be entitled to a new parent bonus in respect of the birth or adoption of the second or subsequent child.

### **25.2. Paternity Leave**

- (a) A Teacher who is entitled to take unpaid parental leave pursuant to section 70 of the Act and who is the father of the child shall, subject to clause 25.2(c) below, be entitled to:
  - (i) Up to two weeks paid Paternity Leave commencing on the day of birth of the child, or on the day on which the child or mother of the child leaves hospital following the birth, or in the case of an adoption, from the date of placement of the child, or
  - (ii) One day paid Paternity Leave commencing on the day of birth of the child, or on the day on which the child or mother of the child leaves hospital following the birth, or in the case of an adoption, from the date of placement of the child, with the balance of up to two weeks paid Paternity Leave taken at any time within twelve months of that date.
- (b) A period of paid Paternity leave will count as a period of service under this Agreement.
- (c) A Teacher must give notice of the intention to take parental leave and provide other notices and documentation as required by the provisions of the Act (and, in particular, section 74).

### **25.3. New Parent Bonus**

- (a) Subject to paragraphs (f) and (g) of this subclause, a Teacher with 12 months continuous service who gives birth to or adopts a child is entitled to receive a New Parent Bonus from the School.
- (b) The weekly value of the New Parent Bonus is calculated by subtracting the full-time weekly federal minimum wage from the Teacher's gross weekly salary (including any allowance received under clauses 16.1 or 16.2) for the usual position held by the Teacher before commencing parental leave or the birth/ adoption of the child, whichever occurred first.
- (c) The New Parent Bonus is payable for the maximum amount listed below, or the number of weeks of unpaid parental leave taken—whichever is less—subject to a minimum of 6 weeks. The Teacher will be paid the New Parent Bonus at the weekly amount calculated under paragraph (b) of this subclause, multiplied by the number of weeks as determined in accordance with this paragraph.
  - (i) From 1 July 2024, the maximum New Parent Bonus payable is 22 weeks.
  - (ii) From 1 July 2025, the maximum New Parent Bonus payable is 24 weeks.
  - (iii) From 1 July 2026 the maximum New Parent Bonus payable is 26 weeks.
- (d) If a New Parent Bonus is payable, the Teacher must be paid:
  - (i) in accordance with their usual pay cycle, commencing from the birth or placement of the child; or
  - (ii) as otherwise agreed in writing, for example, from the commencement of a period of parental leave, or deferred to a later date, and/or in a lump sum or in instalments.
- (e) For the avoidance of doubt:

- (i) The birth or adoption of more than one child around the same period of time does not give rise to a second or greater bonus. The new parent bonus is only payable once in such circumstances.
- (ii) If both parents of an adopted child are covered by this Agreement, the New Parent Bonus available in respect of the adoption of the particular child is only available to one parent. It is payable by one school, to one employee covered by this Agreement. Generally, it is anticipated that this will be the primary care-giver.
- (f) Where, following an earlier period of parental leave, a Teacher has not returned to work for a period of four school terms, or such lesser period as may be agreed to by the School, before the birth or adoption of a second or subsequent child, the Teacher will remain entitled to unpaid parental leave in accordance with the Act. However, the Teacher will not be entitled to the new parent bonus in respect of the birth or adoption of the second or subsequent child.

#### **25.4. Parental Leave Entitlement for Casual Teachers**

- (a) A school must not fail to re-engage an eligible casual Teacher as defined in the Act because:
  - (i) the Teacher or Teacher's spouse is pregnant; or
  - (ii) the Teacher is or has been immediately absent on parental leave.
- (b) The rights of a school in relation to engagement and re-engagement of casual Teachers are not affected, other than in accordance with this clause.

#### **25.5. Right to Request Flexible Work Arrangements**

This subclause provides specific details relating to a Teacher's right to request flexible work arrangements, in the context of parental leave. It is intended to supplement the NES, as well as **subclause 10.7** of this Agreement. Nothing in this clause limits the operation of the Act and, in particular section 65 of the Act.

- (a) A Teacher entitled to parental leave may request to:
  - (i) extend a period of unpaid parental leave beyond the available period of leave, as defined in the Act, for a further continuous period of leave not exceeding 12 months;
  - (ii) return from a period of parental leave on changed working arrangements.
- (b) Where a Teacher wishes to make a request under subclause 25.5(a), the request shall be made as soon as possible prior to the Teacher's scheduled return to work from parental leave, and at least 4 weeks before the end of the available parental leave period.
- (c) In relation to requests made under subclause 25.5(a)(i), an employer must not refuse the first request made by the employee, provided the required 4 weeks notice is given.

#### **25.6. Communication during Parental Leave**

- (a) Where a Teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the School shall take reasonable steps to:
  - (i) make information available to the Teacher in relation to any significant effect the change will have on the status, responsibility level, pay or location of the position the Teacher held before commencing parental leave; and

- (ii) provide an opportunity for the Teacher to discuss any significant effect the change will have on the status, responsibility level, pay or location of the position the Teacher held before commencing parental leave.
- (b) The Teacher shall take reasonable steps to inform the School about any significant matter that will affect the Teacher's decision regarding the duration of parental leave to be taken, whether the Teacher intends to return to work and whether the Teacher intends to request to return to work on a part-time basis.
- (c) The Teacher shall also notify the School of changes of address or other contact details which might affect the School's capacity to comply with this clause.

## **26. Community Service Leave**

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

### **26.1. Military Reserve Leave**

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

### **26.2. Jury Service Leave**

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

## **27. Public holidays**

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

## **28. Application of NES and Leave Arrangements in this Agreement**

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

## **29. Long Service Leave**

### **29.1. General Provisions**

- (a) Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955* (NSW) shall apply to Teachers employed under this Agreement.
- (b) For the purpose of calculating Long Service Leave, a Teacher shall be deemed to have completed a year of service if he or she had worked (or been on paid leave) for the whole of the term time of that calendar year.
- (c) In the case of a casual Teacher who has an entitlement to leave at the commencement of this Agreement, that entitlement shall not be affected by this Agreement. For the avoidance of doubt, the entitlement shall be calculated in accordance with the *NSW Christian Schools Teaching Staff Multi-Enterprise Agreement 2018 – 2020* and prior agreements to the commencement of this Agreement and in accordance with the Act thereafter.

### **29.2. Transition Between Employment Types**

- (a) Where a Teacher moves between casual, part-time, or full-time employment with the School, any service that is continuous shall be included in the calculation of any entitlement to leave.
- (b) For the avoidance of doubt,
  - (i) If a casual Teacher is appointed to a part-time or full-time role, their continuous casual service with the School will count towards leave entitlements.
  - (ii) If a part-time or full-time Teacher transitions to casual employment, their continuous service as a part-time or full-time Teacher will also count towards leave entitlements.
  - (iii) However, any casual service that is not continuous with the new appointment will not be included in calculating leave entitlements.

*Note: Teachers considering a move from full-time or part-time employment to casual employment should be aware that long service leave is generally paid at the rate applicable at the time the leave is taken. As such, the value of long service leave may be lower if it is taken while employed as a casual. Teachers may wish to consider taking their accrued long service leave prior to transitioning to casual employment.*

### **29.3. Quantum of Leave**

Subject to clause 29.4 the amount of long service leave to which a full-time or part-time Teacher (other than a Teacher in a pre-school) shall be entitled is as follows.

- (a) In the case of a Teacher who has completed at least ten years continuous service with the same school, be:

- (i) in respect of ten years continuous service so completed 13 weeks; and
- (ii) in respect of each additional five years of continuous service with the school since the Teacher last became entitled to long service leave, 10 weeks; and
- (iii) on the termination of the Teacher's employment, in respect of completed service with the school since the Teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of two weeks for one year's service.

(b) In the case of a Teacher who has completed five years continuous service with the same school, and whose employment:

- (i) is terminated by the school for any reason other than misconduct; or
- (ii) ceases for any other reason (including resignation by the Teacher),

be a proportionate amount on the basis of 13 weeks for ten years continuous service (such service to include service with the school as an adult and otherwise than as an adult).

#### **29.4. Calculation of Entitlement**

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

- (a) The amount calculated on the basis of the provisions of the Long Service Leave Act 1955 in respect of the period of service before 1 August 1985; and
- (b) An amount calculated on the basis of the provisions of clause 12 Long Service Leave of the Teachers (Non-Government Schools) (State) Award published 10 May 1996 (292 I.G. 651) in respect of the period from 1 August 1985 to 30 April 1995; and
- (c) An amount calculated on the basis of the provisions of clause 12 Long Service Leave of the Teachers (Independent Schools) (State) Award effective from 1 May 1995 until 28 January, 2001.
- (d) An amount calculated on the basis of the provisions of clause 29.2 of this Agreement for the period from 29 January 2001 (note corresponding provisions applied in previously applicable industrial instruments).

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

Calculation of Entitlement	
Prior to 31 <sup>st</sup> July 1985	0.866 weeks per year.
1 <sup>st</sup> August, 1985 to 30 <sup>th</sup> 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 <sup>st</sup> May, 1995 to 28 <sup>th</sup> 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.

Calculation of Entitlement	
On or after 29 <sup>th</sup> 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

*(Note: for calculation of long service leave for Teachers employed in a preschool or early learning centre, see **Schedule F, Particular Conditions of Preschool and Early Learning Centre Teachers**).*

## 29.5. Conditions of Taking Leave

- (a) Where a Teacher has become entitled to long service leave in respect of their service with a school, the School shall grant, and the Teacher shall take, the leave as soon as practicable, having regard to the needs of the School. Unless otherwise agreed by the School, the Teacher shall provide at least two school terms' notice of their wish to take leave, and the School shall give the Teacher at least two school terms notice if it requires the Teacher to take the leave.
- (b) Long service leave will generally be taken in blocks of at least one school term. However, a school may agree to allow a Teacher to take long service leave in smaller blocks, including single days, for personal reasons, including further study, subject to the operational needs of the School.
- (c) Where long service leave commences on the first day of a school term, and concludes within that term or on the last day of that term, such long service leave shall be exclusive of the pupil vacation periods occurring prior to, within and following the period of long service leave.
- (d) Where a Teacher requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with sub-clauses 29.4(b) and (c) the conditions of those subclauses shall apply. Nothing in this subclause shall affect the operation of clause 22.6
- (e) Where long service leave is not taken in accordance with sub-clause 29.4(c) or (d) it will be inclusive of pupil vacation periods.
- (f) Where a Teacher is entitled to an amount of long service leave in excess of a school term, the Teacher may elect to defer taking the portion of the long service leave which is in excess of a term [the deferred leave], until they accumulate further entitlements which, when taken together with the deferred leave, enables the Teacher to take a full term of long service leave.
- (g) A Teacher who has completed seven years of service may request to take long service leave in advance. In agreeing to any such request a school may require the Teacher to take leave for a whole term, and to take unpaid leave for any portion of the not covered by the Teacher's long service leave taken in advance.

## 29.6. Long Service Leave and Public Holidays

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

## 29.7. Continuous Service

The service of a Teacher with a school will be considered continuous even if it is interrupted by a period of approved unpaid leave, such as unpaid parental leave. However, the period of unpaid leave will not count towards the Teacher's total service when calculating their long service leave entitlement.

## 29.8. Payment in Lieu of Long Service Leave

### (a) Payment in lieu of Long Service Leave Generally

- (i) A Teacher who has completed 10 years' continuous service with the School may cash out any accrued but untaken long service leave that exceeds the amount they would have been entitled to under the Long Service Leave Act (the additional long service leave), subject to the following conditions:
  - A. the Teacher elects to cash out the additional long service leave;
  - B. the Teacher provides a written request to the School stating their intention to cash out all or part of the additional long service leave; and
  - C. the School, at its discretion, agrees to the request.
- (ii) If a Teacher cashes out an amount of additional long service leave in accordance with this clause:
  - A. the School will, within a reasonable time, pay the Teacher the amount of pay the Teacher would have received if they had taken the long service leave that was cashed out;
  - B. the Teacher's entitlement to long service leave will be reduced by the extent of such payment and the Teacher will no longer be entitled to that leave; and
  - C. the Teacher may not request to cash out further additional long service leave accrued until they have completed a further five years of service from the date they last became entitled to cash out leave under this clause, unless the School agrees otherwise.
- (iii) The parties agree that the primary purpose of long service leave is for a Teacher to have an extended period of rest and recuperation away from work and that this will be taken into account in any decision to cash out additional long service leave.

*Note: Subject to the provisions of this clause, the additional Long Service Leave that can be cashed out is calculated using the following formula;*

$$\frac{\text{Agreement entitlement} - \text{Statutory entitlement}}{\text{Agreement entitlement}} \times 100 = \text{the \% of the employee's Long Service Leave balance that can be cashed out.}$$

### (b) Cashing out excess leave at time of taking leave

- (i) Without limiting sub-clause 29.8(a):
  - A. Where a Teacher takes long service leave for an entire school term, the Teacher may request that, in addition to the long service leave taken, the Teacher be paid an amount in lieu of any additional long service leave accrued prior to the commencement of the leave.

- B. The amount paid in lieu under this clause must not exceed five weeks' salary, or the maximum amount that may be cashed out under sub clause 29.8(a)(i), whichever is the lesser.
- C. The school will make the payment at the commencement of the Teacher's long service leave, unless otherwise agreed between the Teacher and the school.
- D. Any long service leave cashed out under this clause, will reduce the Teacher's long service leave entitlement accordingly and the Teacher will no longer be entitled to the long service leave that was cashed out.

## **30. Portable Long Service Leave Scheme**

### **30.1. Definitions**

**Previous Employer** means a school under this Agreement where the Teacher was employed prior to commencing employment with another school under this Agreement.

**New Employer** means a school under this Agreement at which the Teacher has been offered and accepted employment.

**Long Service Leave Accrual** means as at the date of termination of employment, the amount of entitlement to be paid in lieu of long service leave in accordance with subclause 29.3(b) of this Agreement and the Long Service Leave Act 1955 (NSW);

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

**New Employer LSL Accrual** means the amount of long service leave accrued by the Teacher with the New Employer, calculated in accordance with the scale of accrual set out in subclause 29.3(a) taking into account the deemed service in accordance with subclause 30.4(a);

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

### **30.2. Eligibility for Transfer of Long Service Leave Entitlements**

- (a) A Teacher is eligible to transfer a long service leave entitlement to a New Employer under this clause if:
  - (i) their employment with a Previous Employer has terminated;
  - (ii) they have completed at least five (5) years of service with the Previous Employer at the date of termination and they have an entitlement to be paid in lieu of long service leave in accordance with clause 29.3(b) of this Agreement and the Long Service Leave Act 1955 (NSW);
  - (iii) they have accepted employment with a New Employer and are to commence that employment.
- (b) Once the minimum five (5) years of service referred to in sub-clause 30.2(a)(ii) has been completed, no minimum period of service is required in respect of any future transfers of long

service leave entitlements from a New Employer or any subsequent employer, provided the other conditions of this clause are met.

### **30.3. Teachers transferring an entitlement from a Previous Employer**

- (a) This clause applies when a Teacher is employed by a school covered under this agreement (the New Employer) and has arranged for a long service leave entitlement from a Previous Employer to be transferred to the New Employer on terms consistent with this clause.
- (b) It is the responsibility of the Previous Employer to inform the departing Teacher, if eligible under this clause, of their right to make an election to transfer their accrued long service leave entitlement.
- (c) If the Teacher elects to transfer their long service leave entitlement, the Previous Employer must pay the value of the accrued long service leave to the New Employer either on the date of the Teacher's termination or before the date they commence with the New Employer.
- (d) The monetary value of the long service leave entitlement at the time of the Teacher's departure from the Previous Employer is the amount to be transferred to the New Employer.

### **30.4. Deemed Service with the School**

- (a) Where a Teacher has elected for the Previous Employer to pay the long service leave accrual to the New Employer, and that Transferred Amount has been received by the New Employer, that service (including deemed service in the case of employees who have made multiple transfers under this Clause) will be deemed to be service with the New Employer for the purposes of:

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

*Note: Although the Teacher's service with the Previous Employer is deemed to be service with the New Employer for accrual and leave-taking purposes, the Teacher must still satisfy the five year continuous service requirement with the New Employer under the Long Service Leave Act 1955 (NSW) and under clause 29.3(b) of this Agreement (that is including by resignation) before becoming eligible for a pro rata long service leave payment upon termination (except in cases of serious misconduct).*

- (b) Calculation of Long Service Leave Entitlements

Subject to sub-clause (a), the amount of long service leave to which a Teacher is entitled at a particular point in time under the Portable Long Service Leave Scheme, is the sum of the long service leave accrued with the New Employer, and the equivalent leave represented by the Transferred long service leave accrual.

New Employer LSL Accrual + Transferred LSL Accrual

### **30.5. Special Conditions of taking Long Service Leave with the School**

- (a) A Teacher to which this clause applies is not entitled to take any long service leave with the school unless, at the time the Teacher would take the leave, the following conditions are satisfied:
  - (i) the Teacher has completed at least 10 years of service (including both actual service with the New Employer and deemed service with the New Employer in accordance with sub-clause 30.4(a); and

- (ii) the Teacher has been employed by the New Employer for at least 5 years, subject to sub-clause 30.6(a); and
- (iii) the Teacher has accrued sufficient long service leave (calculated on the basis of sub-clause 30.4(b) to take leave of at least one school term, subject to sub-clause 30.6(b)).
- (iv) If a Teacher, who has transferred a long service leave entitlement, takes long service leave, the amount transferred is applied against the leave taken first – before any leave accrued with the New Employer is accessed.

### **30.6. School may waive Special Conditions of taking Long Service Leave**

- (a) Despite sub-clause 30.5(a)(i) and (ii) and subject to sub-clause 30.7, a Teacher may take long service leave earlier than the time prescribed in sub-clause 30.5(a)(ii) with the agreement of the New Employer.
- (b) Despite sub-clause 30.5(a)(iii) and subject to sub-clause 30.7 a Teacher may take an amount of long service leave which is less than one school term with the agreement of the New Employer.

### **30.7. General Conditions of taking Long Service Leave to apply**

For the avoidance of doubt, the conditions for taking long service leave set out in clauses 29.4, 29.5, 29.6, 29.7 and 29.8(b) apply with respect to the New Employer, to any Teacher who has transferred an entitlement from a Previous Employer.

### **30.8. Payout during the Employment of Long Service Leave transferred**

A Teacher, at any time during their employment with their New Employer, may request the School to pay to them the full amount of the long service leave transferred. If this occurs, no interest is payable by the school under sub-clause 30.9 and the Teacher's service with the Previous Employer shall no longer be deemed to be service with the New Employer under sub-clause 30.4.

### **30.9. 'Interest' if Long Service Leave not taken**

If a Teacher has transferred a long service leave entitlement from a Previous Employer, and subsequently leaves the employ of the New Employer within 5 years of that transfer – without having taken the leave or transferring it to another employer – they are entitled to an 'interest' payment calculated as follows (unless the Teacher has taken long service leave during that time pursuant to clause 30.5 with the agreement of the school, or has requested and received a payout of the long service leave transferred under clause 30.8 above):

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

where:

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

**T** = the Transferred Amount

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

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

### **30.10. Teachers transferring an entitlement to a New Employer**

- (a) A Teacher who satisfies the eligibility criteria in clause 30.2 may elect for the Previous Employer to either:
  - (i) pay the Long Service Leave Accrual to the Teacher as a lump sum payment or;
  - (ii) pay the Long Service Leave Accrual to the New Employer.
- (b) The Previous Employer must inform a Teacher of their right to make an election in accordance with sub-clause 30.3(b) at least three weeks before the date of termination of the Teacher's employment, if practicable.
- (c) For the purpose of sub-clause 30.3(b), the Teacher must notify the Previous Employer of their election at least one week prior to the termination of their employment (or later if agreed by the School) in writing.
- (d) If the Teacher elects for the Long Service Leave Accrual to be paid to the New Employer, and notifies the School in accordance with this clause, the School must pay the Long Service Leave Accrual to the New Employer on the date of termination of the Teacher's employment, if practicable, but no later than the date the Teacher commences employment with the New Employer. Upon receipt of the payment by the New Employer, the Teacher's entitlement to long service leave (or a payment in lieu) with the Previous Employer is extinguished.
- (e) If a Teacher fails to make an election in accordance with this cause, the Previous Employer must pay the Long Service Leave Accrual to the Teacher as a lump sum payment, unless otherwise agreed.
- (f) A Teacher is not eligible to transfer service to the New Employer if, at the date of termination of employment with the Previous Employer, the balance of their long service leave accrual is less than 5 weeks.
- (g) For the avoidance of doubt, an election made under this clause cannot be revoked or changed.

### **31. Examination/Study Leave**

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

### **32. Family and Domestic Violence Leave**

#### **32.1. General principles**

- (a) In accordance with sections 106A to 107 the Act, all Teachers whether full-time, part-time or casual are entitled to up to 10 days of paid family and domestic violence leave each year. Family and domestic violence is defined in section 106B(2).
- (b) Teachers who are experiencing family and domestic violence may access this leave to deal with the impact of family and domestic violence that may not be practical to manage outside of their work hours, including, but not limited to:

- (i) making arrangements for their own or a family member's safety (including relocation)
- (ii) attending court or accessing police services
- (iii) attending counselling, or appointments with medical, financial, or legal professionals.

(c) Family and Domestic Violence leave is available in full upon the Teacher's commencement with the school, and resets on their work anniversary.

(d) Family and Domestic Violence Leave does not accumulate from year to year.

(e) The leave can be taken as a single continuous 10 day period, separate single or multiple days, or as part days by agreement.

### **32.2. Rate of payment during leave**

- (a) For full-time or part-time Teachers with a paid entitlement, family and domestic violence leave must be paid at the employee's full rate of pay for the hours they would have worked had they not taken leave. Casual Teachers must be paid at their full rate of pay for the hours they were rostered to work in the period they took leave.
- (b) The employee's full pay rate is their base rate plus any loadings, allowances, overtime and penalty rates, bonuses, incentive payments or other separately identifiable amounts.

### **32.3. Notice and Evidential requirements**

- (a) Employees must let the School know as soon as possible if they need to take family and domestic violence leave.
- (b) An employee may be required to provide evidence that would satisfy a reasonable person of the need to take leave, which may be in the form of a statutory declaration, or an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

### **32.4. Privacy and confidentiality requirements**

- (a) Information provided to employers concerning an employee's experience of family and domestic violence is sensitive. Schools must take steps to ensure information concerning notice of evidence given by the Teacher is treated confidentially, as far as reasonably practicable to do so. The information should only be used for the purpose of satisfying the employee's entitlement as outlined in section 106C.
- (b) In accordance with regulations 3.47 and 3.48 of the *Fair Work Regulations 2009* pay slips must not mention paid family and domestic violence leave, however the School must keep a record of this leave balance and any leave taken by employees.

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

### **33. Teacher Induction and Skill Development**

#### **33.1. Induction**

- (a) Without limiting clause 34 below, a Teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain

circumstances the Teacher and the School may agree that the Teacher should participate in the induction process for a further year.

(b) The induction process shall be determined by the School or the Principal in consultation with the Teacher to assist the Teacher's professional development, which shall be reviewed regularly throughout the year.

### **33.2. Induction not a substitute for performance management**

Where the School considers that a problem exists in relation to a Teacher's performance the school shall not use any agreed Teacher development or induction process as a substitute for, or in place of, the procedures which apply to managing performance concerns.

### **33.3. Teachers returning to teaching**

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

## **34. Teacher Accreditation and Professional Standards**

### **34.1. General Principle:**

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

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

### **34.2. Teacher Accreditation**

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

(b) A school will provide support to a Teacher who is working towards achieving accreditation at Proficient Teacher Level. Examples of the types of support that may be provided include providing a mentor Teacher, observation by the Teacher of quality teaching practice, in class observations of the Teacher, lesson review (reflection and professional dialogue) and formal and informal feedback in relation to the Teacher's progress in reaching the proficient Teacher standard.

(c) A Teacher required to obtain accreditation at the level of Proficient Teacher (or seeking accreditation at a higher level of accreditation) will work co-operatively with the School employing the Teacher in the accreditation and assessment process and will comply with any policy implemented by the School and/or reasonable requirements of the School, including participating in classroom observations, feedback meetings and lesson reviews and adhering to timeframes and deadlines set by the School.

(d) It is a Teacher's responsibility to comply with the requirements of their accreditation.

## **Part 9—Delegates Rights**

### **35. Union Delegates Rights**

#### **35.1. Definitions**

- (a) This clause provides for the exercise of the rights of workplace delegates in accordance with section 350C of the Act.
- (b) 'Workplace delegate' means a person appointed or elected, in accordance with the rules of the employee organisation, to be a delegate (or union representative) for members of the union who work in a school.
- (c) 'Eligible members' mean persons who work in a school who are members, or who are eligible to be members, of the union.

#### **35.2. Notice requirements**

- (a) If executing duties or claiming entitlements as a workplace delegate the workplace delegate must provide the School with written notice of their appointment or election as a workplace delegate. If request the workplace delegate must provide the School with evidence that would satisfy a reasonable person of their appointment or election as a workplace delegate.
- (b) An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

#### **35.3. Right of Representation**

- (a) A workplace delegate may represent the industrial interests of eligible members in matters including but not limited to:
  - (i) consultation about major workplace change;
  - (ii) consultation about changes to rosters or hours of work;
  - (iii) resolution of disputes;
  - (iv) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining;
  - (v) any process or procedure in which the eligible members are entitled to be represented;

#### **35.4. Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible members in relation to representing their industrial interests under this clause. This includes discussing membership of the IEU with eligible members.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

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

- (a) With the exception of subclause (b) below, the school must provide a workplace delegate with access to or use of the following workplace facilities:

- (i) a room or area to hold discussion, that, where possible, shall be fit for purpose, private and accessible.
- (ii) physical and electronic noticeboards,
- (iii) electronic means of communication that are ordinarily used by the employer to communicate with eligible members,
- (iv) a lockable filing cabinet or other secure document storage area, and
- (v) office facilities and equipment including printers, scanners, photocopiers and wi-fi.

(b) The employer is not required to provide access to or use of a workplace facility under clause this clause if:

- (i) the workplace does not have the facility
- (ii) due to operational requirements, it is impractical to provide the access to or use of the facility at the time or in the manner it is sought, or
- (iii) the employer does not have access to the facility at the school and is unable to obtain access after taking reasonable steps.

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

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

- (i) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (ii) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - A. full-time or part-time employees; or
  - B. regular casual employees.
- (iii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (iv) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (v) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (vi) The employer must advise the workplace delegate at least 2 weeks before the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

- (vii) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

### **35.7. Exercise of entitlements**

- (a) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an employee;
  - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) This clause does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.
- (d) As per section 350A of the Act, the employer must not:
  - (i) unreasonably fail or refuse to deal with a workplace delegate; or
  - (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
  - (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or the provisions of this clause.

### **36. Right to Disconnect**

- (a) This clause is to be read in conjunction with other clauses in the Agreement, particularly the clause relating to Hours of Work
- (b) An employee has the right to disconnect from work, including by not monitoring or reading contact or attempted contact from the School outside of working hours unless the refusal is unreasonable.
- (c) Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of this clause, the following must be taken into account:
  - (i) the reason for the contact or attempted contact;
  - (ii) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee;
  - (iii) the extent to which the employee is compensated;

- A. to remain available to perform work during the period in which the contact or attempted contact is made; or
- B. for working additional hours outside of the employee's ordinary hours of work;

- (iv) the nature of the employee's role and the employee's level of responsibility; and
- (v) the employee's personal circumstances including family or caring responsibilities.

(d) The right to disconnect does not prevent an employer from making or attempting to make contact with the employee that is required to be made (or attempted) in order to comply with an obligation under the Agreement, the Act or the Work Health or Safety Act.

## **Part 10—Faith Basis of Schools**

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

#### **37.1. General and Statement of Faith**

- (a) Without limiting the School's Constitution, Statement (or Confession) of Faith or Educational Creed and related documents, which may provide more specific information, the School is an institution established for religious and educational purposes, conducted in accordance with the doctrines, beliefs and/or tenets or teachings of the evangelical protestant stream of the Christian religion.
- (b) The doctrines, beliefs, tenets and/or teachings (collectively beliefs) ethos and values (collectively ethos), vision, mission, aims and objects (collectively aims) of the School are based on acceptance of both the lordship of Jesus Christ and the Bible (both the Old and New Testaments) as the revealed, inspired and inerrant Word of God. These beliefs, ethos and aims are expounded in the School's Statement of Faith (however described) and other documents available to staff members before and after their appointment, these being authoritative statements on the beliefs, ethos and aims of the School that they address.
- (c) It is an inherent, genuine occupational requirement that all staff, as members of the Christian learning community of the School, and role models, are required to be genuine adherents in belief and practice to the Christian faith including possessing and maintaining a firm personal belief consistent with the beliefs, ethos and aims of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the beliefs and ethos of the School. At the least, such an active commitment requires regular and frequent attendance at the Church's worship services.
- (d) All Teachers play a significant part in the ministry of the Christian church and the Gospel; partnering with parents and the Church and teaching and modelling Christian faith to students, as well as representing the School to those both inside and outside the school community. It is an inherent, genuine occupational requirement that all staff support the School in upholding and meeting its beliefs, ethos, and aims and set an example of personal lifestyle and conduct as set out at clause 35.2 below.
- (e) Should a Teacher cease to have a firm personal belief consistent with the Statement of Faith, or cease to maintain an active commitment to and involvement with an appropriate Christian church, the Teacher shall inform the School.

(f) If this situation continues after counselling and an opportunity for restoration, the school may terminate the Teacher's employment, in accordance with the normal requirements relating to termination of employment.

### **37.2. Lifestyle and Conduct**

The parties acknowledge that:

(a) The provisions in this clause, amongst other things, are included in good faith to avoid injury to the religious susceptibilities of adherents of the evangelical protestant stream of the Christian faith and, in particular, those who adhere to the School's beliefs and ethos, as well as to avoid damage to the reputation of the School.

(b) All staff members of the School must:

- (i) Conduct themselves in a manner consistent with the beliefs, and in accordance with the ethos and aims of the School, and any school code or policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students, families and others associated with the School.
- (ii) Not act in a way that they know, or ought reasonably to know, is contrary to the beliefs, ethos and aims of the School. Nothing in a staff member's deliberate conduct shall be incompatible with the intrinsic character of their position.
- (iii) Without limiting sub-clauses 37.2(b)(i) and (ii) above, avoid, whether by word, action or lifestyle, any influence upon students (and in particular must not teach, encourage or model anything) contrary to the beliefs, ethos and aims of the School.

(c) Acting contrary to the lifestyle and conduct requirements set out in this sub-clause is likely to cause injury to the religious susceptibilities of adherents of the evangelical protestant stream of the Christian faith and, in particular, members of the School community who adhere to the School's beliefs and ethos, as well as damage the School's reputation.

(d) If a Teacher acts contrary to the lifestyle and conduct requirements set out in this clause the matter will be dealt with in accordance with the normal school procedures in relation to conduct and performance management.

(e) If a dispute arises in connection with this clause it shall be dealt with in accordance with clause 9 and Schedule D – Dispute Resolution.

## SCHEDULE A – Monetary Rates

**Table 1A - Salaries**

<i>Level</i>	<i>Step</i>	Current Salary	Annual salary from the first full pay period on or after 1 February 2024 (7%) \$	Annual salary from the first full pay period on or after 1 October 2024 (4%) \$	Annual salary from the first full pay period on or after 1 October 2025 (3.5%) \$	New Classification Structure From 1 July 2026	Annual Salary from the first full pay period on or after 1 July 2026 \$	1 Oct 2026 (1.5%) \$	1 Feb 2027 (1.5%) \$
One	1	61,142	65,422	68,039	70,420	NC 1	90,873	92,236	93,620
	2	65,109	69,667	72,453	74,989				
	3	69,444	74,305	77,277	79,989				
	4	73,045	78,158	81,284	84,129				
	5	77,012	82,403	*87,800	90,873				
	6	80,983	86,652	90,118	*97,000	NC 2	97,000	98,455	99,932
	7	85,364	91,339	94,993	*101, 150	No progression beyond NC2 until attainment of Proficient Accreditation			
	No progression beyond Step 7 until attainment of Proficient Accreditation					NC 3	105,250	106, 829	108,431
Two	8	90,014	96,315	100,168	*105, 250	NC4	112,600	114,289	116,003
	9	94,026	100,608	104,632	*112, 600				
	10	98,045	104,908	109,104	*121, 100				
	11	102,064	109,208	113,577	*129, 550				
	12	106,088	113,514	118,055	*130, 000				
Three	13	114,258	122,256	127,146	131, 596	NC7	131,596	133,570	135,574
Four	HA/ LT	120,694	129,143	134,308	139, 008				

**\* Note:** The percentage increases shown in this table represent the general uplift applied to salary rates. Certain steps reflect higher increases to maintain appropriate relativities within the new classification structure.

**Table 1A.1**

<b>New Classification</b>	<b>Annual salary from 1 July 2026</b>
New Classification 1 (NC1)	\$90,873
New Classification 2 (NC2)	\$97,000
New Classification 3 (NC3)	\$105,250
New Classification 4 (NC4)	\$112,600
New Classification 5 (NC5)	\$121,100
New Classification 6 (NC6)	\$129,550
New Classification 7 (NC7)	\$131,596
Highly Accomplished / Lead Teacher	\$139,009

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

Position of Responsibility Level	Current Allowance	Allowance from the first full pay period on or after 1 February 2024 (7%)	Allowance from the first full pay period on or after 1 October 2024 (4%)	Allowance from the first full pay period on or after 1 October 2025 (3.5%)	Allowance from the first full pay period on or after 1 October 2026 (1.5%)	Allowance from the first full pay period on or after 1 February 2027 (1.5%)
Preliminary Level	\$4,727	\$5,058	\$5,260	\$5,444	\$5,526	\$5,609
Level 1	\$9,455	\$10,117	\$10,522	\$10,890	\$11,053	\$11,219
Level 2	\$18,909	\$20,233	\$21,042	\$21,778	\$22,105	\$22,437
Level 3	\$28,365	\$30,351	\$31,565	\$32,669	\$33,159	\$33,657
<b>Level 4 – Deputy Principal – Secondary</b>						
<i>Enrolment at commencement of school year</i>						
201-300	\$33,923	\$36,298	\$37,750	\$39,071	\$39,657	\$40,252
301-600	\$37,598	\$40,230	\$41,839	\$43,303	\$43,953	\$44,612
601-900	\$41,261	\$44,149	\$45,915	\$47,522	\$48,235	\$48,959
901+	\$44,926	\$48,071	\$49,994	\$51,743	\$52,520	\$53,307

<b>Level 4 – Deputy Principal – Primary</b>						
<b>Enrolment (<i>at commencement of school year</i>)</b>						
<b>201-250</b>	\$27,105	\$29,002	\$30,162	\$31,218	\$31,686	\$32,162
<b>251-400</b>	\$30,434	\$32,564	\$33,867	\$35,052	\$35,578	\$36,112
<b>401-600</b>	\$33,923	\$36,298	\$37,750	\$39,071	\$39,657	\$40,252
<b>601-800</b>	\$37,598	\$40,230	\$41,839	\$43,303	\$43,953	\$44,612
<b>801+</b>	\$41,261	\$44,149	\$45,915	\$47,522	\$48,235	\$48,959

**Table 1C - Director's Allowances – Pre-Schools and Early Learning Centres**

Units	Current Salary	Annual salary from the first full pay period on or after 1 February 2024 (7%)	Annual salary from the first full pay period on or after 1 October 2024 (4%)	Annual salary from the first full pay period on or after 1 October 2025 (3.5%)	Annual salary from the first full pay period on or after 1 October 2026 (1.5%)	Annual salary from the first full pay period on or after 1 February 2027 (1.5%)
<b>1 0-25 Children</b>	\$7,611	\$8,144	\$8,470	\$8,766	\$8,897	\$9,031
<b>2 26-50 Children</b>	\$9,291	\$9,941	\$10,339	\$10,701	\$10,861	\$11,024
<b>3 51-75 Children</b>	\$11,598	\$12,410	\$12,906	\$13,358	\$13,558	\$13,762
<b>4 76 plus Children</b>	\$14,487	\$15,501	\$16,121	\$16,685	\$16,936	\$17,190

**Table 2 - Other Rates and Allowances**

Item No. & Clause No.	Brief Description	Current Allowance	Allowances from the first full pay period on or after				
			1 February 2024 Items 1 & 2 (7%)	1 October 2024 Items 1 & 2 (4%)	1 October 2025 Items 1 & 2 (3.5%)	1 October 2026 (Items 1 &2) (1.5%)	1 February 2027 (Items 1 &2) (1.5%)
1. 16.2	Full-time Teacher-teaching classes of children with disabilities	\$3,513 p/a \$134.75 p/ f	\$3,759 p/a \$144.57 p/f	\$3,909 p/a \$150.34 p/f	\$4,046 p/a \$155.12 p/f	\$4,107 p/a \$157.53 p/f	\$4,168 p/a \$159.89 p/f
2. 16.2	Part-time and Casual Teachers- teaching classes of children with disabilities	\$17.25 per day	\$18.46 per day	\$19.20 per day	\$19.87 per day	\$20.17 per day	\$20.47 per day
3. 16.3	Own Car Allowance: Where use authorised by the School	\$0.80 per km (maximum of 400 km per week)	\$0.96 per km (maximum of 400 km per week)	\$0.99 per km (maximum of 400 km per week)	\$0.99 per km (maximum of 400 km per week)	In line with the Award	In line with the Award

**Table 3 - Casual Rates**

**Table 3.1 Casual rates on or after 1 February, 2024**

Casual Rates applicable from the first full pay period on or after 1 February 2024 (7%)			Pre-Schools Only
Step Level	Full Day	Half Day	Quarter Day
<b>Step 1</b>	\$327.11	\$163.55	\$81.78
<b>Step 2</b>	\$348.33	\$174.17	\$87.08
<b>Step 3</b>	\$371.53	\$185.76	\$92.88
<b>Step 4</b>	\$390.79	\$195.40	\$97.70
<b>Step 5</b>	\$412.01	\$206.01	\$103.00
<b>Step 6</b>	\$433.26	\$216.63	\$108.31
<b>Step 7</b>	\$456.70	\$228.35	\$114.17
<b>Step 8</b>	\$481.57	\$240.79	\$120.39
<b>Step 9</b>	\$503.04	\$251.52	\$125.76

**Table 3.2 Casual rates on or after 1 October, 2024**

Casual Rates applicable from the first full pay period on or after 1 October 2024			Pre-Schools Only
Step Level	Full Day	Half Day	Quarter Day
<b>Step 1</b>	\$340.19	\$170.1	\$85.05
<b>Step 2</b>	\$362.27	\$181.13	\$90.57

<b>Step 3</b>	\$386.39	\$193.19	\$96.60
<b>Step 4</b>	\$406.42	\$203.21	\$101.61
<b>Step 5</b>	\$439.00	\$219.50	\$109.75
<b>Step 6</b>	\$450.59	\$225.29	\$112.65
<b>Step 7</b>	\$474.97	\$237.48	\$118.74
<b>Step 8</b>	\$500.84	\$250.42	\$125.21
<b>Step 9</b>	\$523.16	\$261.58	\$130.79

**Table 3.3 Casual rates on or after 1 October, 2025**

Casual Rates applicable from the first full pay period on or after 1 October 2025			Pre-Schools Only
Step Level	Full Day	Half Day	Quarter Day
<b>Step 1</b>	\$352.10	\$176.05	\$88.03
<b>Step 2</b>	\$374.95	\$187.47	\$93.74
<b>Step 3</b>	\$399.91	\$199.95	\$99.98
<b>Step 4</b>	\$420.65	\$210.32	\$105.16
<b>Step 5</b>	\$454.37	\$227.18	\$113.59
<b>Step 6</b>	\$485.00	\$242.5	\$121.25
<b>Step 7</b>	\$505.75	\$252.88	\$126.44
<b>Step 8</b>	\$526.25	\$263.13	\$131.56

<b>Step 9</b>	\$563.00	\$281.50	\$140.75
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**Table 3.4 Casual rates on or after 1 July, 2026**

<b>Casual Rates applicable from the first full pay period on or after 1 July 2026</b>			<b>Pre-Schools Only</b>
<b>Step Level</b>	<b>Full Day</b>	<b>Half Day</b>	<b>Quarter Day</b>
<b>NC1</b>	\$454.37	\$227.18	\$113.59
<b>NC2</b>	\$485.00	\$242.50	\$121.25
<b>NC3</b>	\$526.25	\$263.13	\$131.56
<b>NC4</b>	\$563.00	\$281.50	\$140.75
<b>NC5</b>	\$605.50	\$302.75	\$151.38

**Table 3.5 Casual rates on or after 1 October, 2026**

<b>Casual Rates applicable from the first full pay period on or after 1 October 2026</b>			<b>Pre-Schools Only</b>
<b>Step Level</b>	<b>Full Day</b>	<b>Half Day</b>	<b>Quarter Day</b>
<b>NC1</b>	\$461.18	\$230.59	\$115.30
<b>NC2</b>	\$492.28	\$246.14	\$123.07
<b>NC3</b>	\$534.14	\$267.07	\$133.54
<b>NC4</b>	\$571.45	\$285.72	\$142.86
<b>NC5</b>	\$614.58	\$307.29	\$153.65

**Table 3.6 Casual rates on or after 1 February, 2027**

<b>Casual Rates applicable from the first full pay period on or after 1 February 2027</b>			<b>Pre-Schools Only</b>
<b>Step Level</b>	<b>Full Day</b>	<b>Half Day</b>	<b>Quarter Day</b>
<b>NC1</b>	\$468.10	\$234.05	\$117.02
<b>NC2</b>	\$499.66	\$249.83	\$124.92
<b>NC3</b>	\$542.16	\$271.08	\$135.54
<b>NC4</b>	\$580.02	\$290.01	\$145.00
<b>NC5</b>	\$623.80	\$311.90	\$155.95

## **SCHEDULE B – Individual Flexibility Agreements**

**B.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee without coercion or duress.

**B.2** An individual flexibility arrangement may only be made after the individual employee has commenced employment with the employer.

**B.3** An employer who wishes to initiate the making of an individual flexibility arrangement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps to ensure that the employee understands the proposal.

**B.4** If the employer proposes to enter into an individual flexibility arrangement with an employee, the employer must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.

**B.5** The employer must ensure that the terms of the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and, if the employee is under 18 years of age, is signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences; and describes how the individual flexibility arrangement can be terminated.

**B.6** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**B.7** The employer or employee may terminate the individual flexibility arrangement:

- (a) at any time, by agreement in writing between the employer and the employee; or
- (b) by the employer or the employee giving 28 days written notice to the other party.

**B.8** An individual flexibility arrangement terminated in accordance with the above clause ceases to have effect at the end of the period of notice required under that clause.

**B.9** The employer or employee may use the dispute settlement procedure in this enterprise agreement to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

Note: In addition to this clause, the National Employment Standards of the Fair Work Act 2009 give some employees the right to request flexible working arrangements in certain circumstances.

## **SCHEDULE C – Consultation and Redundancy**

### **C1. APPLICATION**

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

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

- (a) Where a school has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on Teachers, the School shall notify the Teachers who may be affected by the proposed changes and, their representative or representatives, if any, notified to the School.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the School's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Teachers to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.

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

- (a) The School shall discuss with the Teachers affected by the introduction of such changes, and their representatives, if any, the introduction of such changes, the likely effect on the Teachers and the measures taken to avert or mitigate the adverse effects of such changes. Such discussions must commence as soon as is practicable after the School has made the decision described in sub-clause C2.1.
- (b) A Teacher or Teachers may appoint a representative for the procedures set out in this Schedule. If a Teacher appoints or Teachers appoint a representative for the purposes of consultation and the Teacher or Teachers notify the School of the identity and appointment of such representative the School must recognise that representative. Where a Teacher is a member of the union, and informs the School of this, the union will be that Teacher's representative unless the Teacher appoints another person or revokes the union's status as his or her representative.
- (c) For the purposes of the discussion, the School shall, as soon as practicable, provide in writing to the Teachers concerned and their representatives, if any, all relevant information about the proposed changes, including the reasons for and the nature of the proposed changes, the number and categories of Teachers likely to be affected, the expected effects of the

changes on Teachers, and any other matters likely to affect Teachers, provided that the School is not required to disclose confidential information the disclosure of which would be contrary to the School's interests.

(d) The School must give prompt consideration to matters raised by the Teachers and/or their representatives in relation to the major changes.

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

**C4.1 Notice**

(a) This subclause sets out the notice provisions to be applied to terminations by the School for reasons arising from production, program, organisation or structure in accordance with clause C2 of this part. The provisions of this clause only apply to a school if it employs 15 or more employees immediately before the termination of employment of a Teacher or Teachers due to redundancy.

(b) In order to terminate the employment of a Teacher due to redundancy the School shall give to the Teacher at least 4 (four) weeks notice.

(c) In addition to the notice above, Teachers over 45 years of age at the time of the giving of the notice with not less than five years continuous service, shall be entitled to an additional week's notice.

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

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

(e) During the period of notice of termination given by the School a Teacher shall be allowed up to one day's time off without loss of pay during each week of the period of notice, to a maximum of the period of notice required by this Schedule, for the purposes of seeking other employment. For the avoidance of doubt, this means that a Teacher is entitled to be absent, with pay, for the purpose of seeking employment, during 1 day per week for the 4 - 5-week period of notice. Absence with pay for part of 2 or more days during a week is not contemplated by this clause. However, the School and a Teacher may agree that the one day's time off be spread over a number of days. A part-time Teacher is entitled to paid time off for the purpose of seeking employment, on a pro-rata basis. Time off pursuant to this clause, other than to attend appointments or interviews, is to be taken at a mutually convenient time, following consultation between the Teacher and the School.

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

(g) This entitlement applies instead of clause 11.6 of this Agreement.

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

If the employment of a Teacher is terminated (other than for misconduct) before the notice period given by the School expires, the Teacher shall be entitled to the same benefits and payments under this part had the Teacher remained with the school until the expiry of such notice. However, in such

circumstances the Teacher shall not be entitled to payment in lieu of notice. If the Teacher decides to leave earlier than the date the notice period given by the School expires, the Teacher must give the School at least the notice required for resignation by a Teacher, unless the School agrees to a lesser period of notice or waives the period of notice.

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

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

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

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

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

Where a Teacher is transferred to lower paid duties for reasons set out in clause C2 of this Schedule, the Teacher shall be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated, and the School may at the School's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### **C5. SEVERANCE PAY**

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

(i) 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>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

(ii) 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>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

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

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

Subject to an application by the School and further order of the Fair Work Commission a school may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause C5.1.

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

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

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

### **C6 PROPOSED INTRODUCTION OF CHANGES TO REGULAR ROSTERS OR ORDINARY HOURS OF WORK**

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

(b) Affected Teachers may be represented for the purposes of consultation under this sub-clause C6. If the Teacher or Teachers affected appoint a representative, then the employer shall recognise the representative.

(c) For the purposes of this sub-clause C6, the School will:

- (i) discuss with affected Teachers the proposed introduction of the change;
- (ii) provide to the affected Teachers information about the change,
- (iii) invite the affected Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (iv) consider any views that are given by the affected Teachers.

(d) However, the School is not required to disclose confidential or commercially sensitive information to the affected Teachers.

## **SCHEDULE D – Dispute Resolution**

### **D1. General**

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

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

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

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

If the parties choose to participate in mediation:

- (a) both parties shall confer and reach agreement on the process for mediation and the person who shall conduct the mediation;
- (b) both parties shall participate in the mediation process in good faith;
- (c) both parties shall observe the instructions of the mediator about the conduct of the mediation, provided that such instructions comply with any applicable requirements of the Act;
- (d) the mediation procedure is confidential and neither party can use as evidence in arbitration or court proceedings any discussion between the parties and between the parties and the mediator or any written statements prepared for the mediator or for a party;
- (e) both parties are entitled to the assistance of a support person for the purpose of these procedures; and
- (f) both parties agree not to commence proceedings under the Act or for damages for breach of this Agreement or contract unless this dispute resolution procedure has been followed without a satisfactory conclusion reached.

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

During the conciliation the Fair Work Commission may:

- (a) arrange conferences of the parties or their representatives at which a Commissioner or conciliator is present; and
- (b) require the attendance of the parties or their representatives; and
- (c) arrange for the parties or their representatives to confer among themselves at conferences at which a Commissioner is not present; and
- (d) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute. The recommendations may include that the parties submit to consent arbitration.

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

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

#### **D6. Representatives**

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

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

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

(a) **Four-Year Trained Teacher** includes a Teacher with the following equivalent qualifications:

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

(b) **Three-Year Trained Teacher** includes a Teacher with the following equivalent qualifications:

- (i) a Two-Year Trained Teacher who, in addition, has satisfactorily completed the two-semester course of training for Teacher-librarians conducted by a recognised higher education institution;
- (ii) a Teacher who is a Three-Year Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for Teacher-librarians conducted by a recognised higher education institution;
- (iii) a Teacher employed as a Teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate; and
- (iv) a person employed as a Teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate.

(c) **Two-Year Trained Teacher** includes a Teacher with the following equivalent qualifications:

- (i) a Teacher who is a Two-Year Conditionally Classified Teacher who in addition to the qualifications necessary for Two-Year Conditionally Classified status, has satisfactorily completed a two-semester course of training for Teacher-librarians conducted by a recognised higher education institution; and
- (ii) a Teacher who was classified as a One-Year Trained Teacher prior to the introduction of this Agreement and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for Teacher-librarians conducted by a recognised higher education institution.

## **SCHEDULE F - Particular Conditions of Pre-School and Early Learning Centre Teachers**

### **F1. Introduction**

The conditions of this Agreement shall apply to Teachers in pre-schools and early learning centres subject to the modifications contained in this Schedule.

### **F2. Definitions**

- (a) “Two-Year Trained Teacher” means, in the case of an early childhood Teacher, a Teacher who has completed a two years full-time course of study in Early Childhood Education at a recognised higher education institution that is an approved early childhood teaching qualification under the Education and Care Services National Regulation; provided further that a Teacher employed in a pre-school who is not classified as a Three-Year Trained Teacher or a Four-Year Trained Teacher shall be paid as a Two-Year Trained Teacher.
- (b) “Director” means the person employed in a pre-school or early learning centre who is responsible for the day to day operation of the pre-school or early learning centre.
- (c) “Pre-school” means an establishment which provides educational development programmes, child care or other services for children under school age and which usually operates during hours and terms which approximate those of a recognised school. A pre-school may operate on a sessional basis (morning and/or afternoon sessions) or on a full day basis.
- (d) “Early Childhood Services Centre” (ECS Centre) means an establishment which provides child care and/or educational development programmes or other services for children under school age and shall include:
  - (i) “Early Intervention Services” means individual programmes for children with developmental delays or disabilities, or children at risk of being developmentally delayed or of having a disability, aged 0 to 6 years, aimed at providing assistance to the child and its family in the areas of physical, emotional, social and educational needs.
  - (ii) “Long Day Care Centre” means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year.
  - (iii) “Multi-Purpose Centre” means a child care establishment which usually provides the services of a long day care centre, together with the services of a full-day care centre and/or a sessional care centre.
- (e) “Unit” means a group or class of children in a pre-school that does not at any time exceed 25 children, but which need not necessarily consist of the same children at all times.
- (f) “Early Childhood Teacher” has the meaning in the Education and Care Services National Regulations

**F3. Calculation of Service for Pre-School or Early Learning Centre Teachers**

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

- (i) Any employment as a full-time Teacher (including employment as a temporary full-time Teacher) as referred to in clause F3(b)(i) and (ii) shall be counted as service.
- (ii) The amount of service of a part-time Teacher (including a temporary part-time Teacher) shall be calculated by reference to the ratio which the number of hours worked by the Teacher in any year bears to the normal number of hours worked by a full-time Teacher at that pre-school in the same year, provided that a period of part-time service in terms of clause F3(b)(ii) shall count as service in the proportion that the part-time employment bears to full-time employment in that occupation.
- (iii) The amount of service of a casual Teacher employed in an ECS Centre shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the Teacher in any year bears to the normal number of days worked by a full-time Teacher at the ECS Centre in the same year.

(b) For the purpose of this clause, a period of service other than service within paragraph F3(a) of this clause, shall be counted as service in accordance with the following principles: -

- (i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service at the rate of one increment for each completed two years so engaged to a maximum of three increments;
- (ii) A period of service as a Child Care Certificate worker in the child care industry, shall be recognised as service at the rate of one increment for each completed three years so engaged to a maximum of two increments.

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

**F4. Directors**

(a) A full-time Teacher who is appointed as a Director in a pre-school or early learning centre will be paid, in addition to the amounts payable pursuant to **Clause 14 - Pay**, an annual allowance as set out in **Table 1C – Director’s Allowances - Preschools and Early learning Centres of Schedule A – Monetary Rates**, unless they are paid a higher allowance under **Table 1B – Allowances for Positions of Responsibility of Schedule A**.

- (b) A part-time Teacher who is appointed as a Director in a pre-school or early learning centre will be paid, in addition to the amounts payable pursuant to **Clause 14 - Pay**, an allowance in accordance with **Table 1C – Director’s Allowances - Preschools and Early learning Centres** of **Schedule A – Monetary Rates**, on a proportionate basis to their load or the hours they work, unless they are paid a higher allowance under Table 1B – Allowances for Positions of Responsibility of Schedule A.
- (c) A Teacher required by the School to act as a Director in a pre-school or early learning centre for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.

**F5. Long Service Leave- Quantum of leave and Calculation of Entitlement for Teachers Employed in a Pre-School or Early Learning Centre**

This clause applies instead of the provisions of sub-clauses 29.2 and 29.3 in relation to a Teacher whose service with the School would entitle the Teacher to long service leave. The amount of long service leave to which a Teacher shall be entitled is as follows:

Calculation of Entitlement	
Teachers employed in a Pre-School or Early Learning Centre	
Prior to 1 <sup>st</sup> January, 1998	0.866 weeks per year.
1 <sup>st</sup> January, 1998 to 31 <sup>st</sup> December, 1998	1.05 weeks per year.
1 <sup>st</sup> January, 1999 to 28 <sup>th</sup> January, 2001	1.05 weeks per year up to 10 years of service.  1.5 weeks per year, or proportion of a year, after 10 years of service.
On or after the 29 <sup>th</sup> January, 2001	1.3 weeks per year up to 10 years of service  1.5 weeks per year, or pro rata for a proportion of a year, after 10 years of service

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

## **F6. Terms of Engagement**

### **(a) Crib Break**

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

Provided, however, that a Teacher may, by agreement with the employer, leave the centre during the crib break. A school shall give favourable consideration to any reasonable request by a Teacher for permission to leave the centre during the Teacher's crib break. Such time away from the centre shall not count as time worked.

### **(b) First Aid Certificate**

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

### **(c) Part-Time Teachers.**

NB - also see other relevant provisions of this Agreement.

The days of attendance of a part-time Teacher may be varied at the commencement of each calendar year or by mutual agreement between the Teacher and the employer with four term weeks notice. The normal (daily) hours of a part-time Teacher shall not be varied without agreement. Agreement will not be unreasonably withheld.

## **F7. Hours of Work and other Conditions in an Early Learning Centre Operating for more than 48 Weeks per Year**

### **(a) Clause 19 – Ordinary Hours of Work**

of this Agreement does not apply to Teachers, including a Teacher appointed as a Director, employed in an early childhood service which operates for 48 or more weeks per year, where the Teacher is required to attend at the centre for 48 weeks a year. In relation to hours of work, such Teachers shall, instead, be covered by the provisions set out in paragraphs (c) and (d) below. The annual salary and any applicable allowance payable to a Teacher are paid in full satisfaction of a Teacher's entitlements and include compensation for reasonable additional hours worked.

### **(b) Clause 22 – Pro Rata Payment of Salary for Non Term Time inclusive of Annual Leave**

of this Agreement does not apply to Teachers, including a Teacher appointed as a Director, employed in an early childhood service which operates for 48 or more weeks per year, where the Teacher is required to attend at the centre for 48 weeks a year. In that case, subject to any Christmas shutdown, during which a school may require a Teacher to take annual leave, the Teacher shall be entitled to annual leave that may be taken outside the summer school vacation period, but still generally in the pupil vacation periods between school terms. The Teacher shall receive annual leave loading on the annual leave in accordance with **Clause 23 - Annual Holiday Loading**. Where a Teacher is required to attend for between 40 and 48 weeks a year then **Clause 22 – Pro Rata Payment of Salary for Non Term Time inclusive of Annual Leave** shall apply based on the required attendance weeks for the Teachers in the centre.

(c) Ordinary hours of work

- (i) The ordinary hours of work may be averaged over a period of four weeks.
- (ii) The ordinary hours of work will be worked between the hours of 6.00 am and 6.30 pm on any five days between Monday and Friday and will not exceed eight hours in duration. Subject to the provisions of Clause 8 - Flexibility, by agreement between a School and a Teacher, a Teacher may be rostered to work up to a maximum of 10 hours in any one day.

(d) Breaks between periods of duty

- (i) A Teacher will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (ii) Where a School requires a Teacher to continue or resume work without having a 10 hour break off duty, the Teacher is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at double time of the ordinary rate of pay until released from duty.

(e) Rostering

- (i) Rostering arrangements will not occur that would otherwise entitle employees to shift penalties under the Award.
- (ii) Employees will not be rostered to regularly work outside the span of hours outlined above.
- (iii) Employees will not be regularly required to work overtime.

## Schedule G – Positions of Responsibility

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

(a) **Level 1** is the equivalent of a “**Co-ordinator 1**” under previously applicable industrial instruments and means a Teacher appointed as such who is:

- (i) responsible for the co-ordination of a programme of work in an area of instruction or other activity; or
- (ii) required to assist a Teacher holding a Position of Responsibility Level 2 (formerly Co-ordinator 2) in the performance of his / her duties; or
- (iii) responsible for the professional development of Teachers at the School; or
- (iv) required to perform other equivalent duties, as determined by the Principal.

Level 1 includes a Senior Teacher Level 2.

(b) **Level 2** is the equivalent of a “**Co-ordinator 2**” under previously applicable industrial instruments and means a Teacher appointed as such in a primary or secondary department, or across a whole school, who is responsible to the Principal for the co-ordination of a programme of work in an area of instruction or other activity or activities, or required to perform other equivalent duties (which need not involve educational leadership) as determined by the Principal.

(c) **Level 3** is the equivalent of a “**Co-ordinator 3**” and means a Teacher appointed as such who is responsible to the Principal for:

- (i) the supervision of Positions of Responsibility Levels 1 and 2 and any remaining Senior Teacher - Level 2; and/or
- (ii) the co-ordination and supervision of the academic programme of the school in the secondary or primary departments or both; and/or
- (iii) the professional development of Teachers at the school; and/or
- (iv) other equivalent duties as required by the Principal.

(d) **Level 4** is a Deputy Principal or equivalent.

(e) **Preliminary Level** is the lowest level of position of responsibility. It means a Teacher appointed as such in a primary or secondary department who has the following core responsibilities reflecting the criteria for appointment as a Senior Teacher 1 under previously applicable industrial instruments:

- (i) Work relating to classroom activities (beyond that expected of all Teachers): significant involvement in curriculum/resource development, planning, reflective and adaptive classroom practice; significant preparation of syllabus content and knowledge and understanding of methodologies.
- (ii) Significant involvement in co-operative planning, professional learning and induction, mentoring and development of more junior Teachers, facilitating sharing and learning knowledge and skills with and from peers/other Teachers.

- (iii) Formal and informal involvement across (as a member of) the whole school: whole school contribution as required by an individual school.
- (iv) Participation in a level of in service determined by a school with consideration given to NESA' requirements.

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

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

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

## Schedule H – Employers and Schools covered by this Agreement

School Name	Legal Proprietor
Arise Christian College	Maitland Christian School Ltd
Belmont Christian College	Belmont Christian College Limited
Brewarrina Christian School	Melos Education Limited
Burrabadine Christian Community School	Burrabadine Christian Community School Incorporated
Casino Christian School	The Presbyterian Church (NSW) Property Trust for Casino Presbyterian Church
Cedars Christian College	Cedars Christian College Ltd
Cedars Christian College - Aspire	Cedars Christian College Ltd
Charlton Christian College	Christian Education Foundation Ltd
Coast Christian School	Coast Christian School Limited
Dubbo Christian School	Berakah Christian Education Ltd
Green Point Christian College	Melos Education Limited
Greenacre Christian College	Melos Education Limited
Hinterland Christian College	Summerland Christian Life Centre Ltd
HopePoint Christian School	HopePoint Christian School Limited
Liberty College	Liberty Church Inc
Maitland Christian School	Maitland Christian School Ltd
MidCoast Christian College	Taree Christian Community School Limited
Moree Christian School	Melos Education Limited
Nambucca Valley Christian Community School	The Presbyterian Church (New South Wales) Property Trust
Ngarra Christian College	Norwest Christian College Limited
Northcross Christian School	Northcross Limited
Norwest Christian College	Norwest Christian College Limited
Nowra Christian School	Nowra Baptist Church Christian School Ltd
Orange Christian School	Orange Christian Schools Ltd

<b>School Name</b>	<b>Legal Proprietor</b>
Parkes Christian School	Parkes Christian School Ltd
Penrith Christian School	Penrith Christian School
Regents Park Christian School	Christian Community School Limited
Snowy Mountains Christian School	Snowy Mountains Christian School Limited
St Andrew's Christian School	The Presbyterian Church (New South Wales) Property Trust for St Andrew's Christian School
St George Christian School	St George Christian School Ltd
Summerland Christian College	Summerland Christian Life Centre Ltd
Toongabbie Christian College	Toongabbie Christian College Ltd
Verity Christian College	Verity Christian College Incorporated
Wellington Christian School	The Christian Parent-Controlled School Wellington Ltd
Wyong Christian Community School	Wyong Christian Community School Limited
Yanginanook School	Melos Education Limited
Yattalunga Valley Christian School	Melos Education Limited

## Signing Page

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EXECUTED as an agreement on 18 November 2025

**SIGNED** for and on behalf of **Maitland Christian School Ltd, trading as Arise Christian College** by an authorised representative in the presence of )



-----  
Signature of authorised representative

Kathleen Moran

-----  
Name of representative

64 Tarragon Way Chisholm NSW 2322

-----  
Address of representative



-----  
Signature of witness

Kath Hirons

-----  
Secretary

-----  
Name of witness (print)

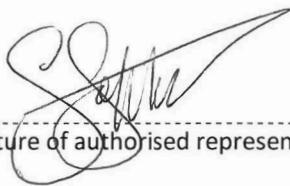
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Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of Belmont )  
Christian College Limited **trading as** )  
**Belmont Christian College** by an )  
authorised representative in the )  
presence of



-----  
Signature of authorised representative

Sharon Odette Sopher

-----  
Name of representative

65 John Fisher Rd Belmont North NSW

-----  
Address of representative

Principal

-----  
Office held

  
-----  
Signature of witness

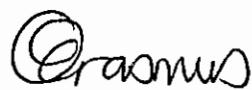
Sarah Bell

-----  
Name of witness (print)

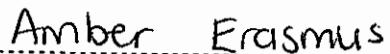
## Signing Page

EXECUTED as an agreement on 18/11/28

SIGNED for and on behalf of  
**Brewarrina Christian School Limited**  
trading as **Brewarrina Christian  
School** by an authorised  
representative in the presence of

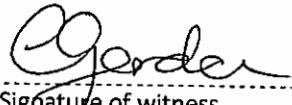


Signature of authorised representative



Name of representative

8584 ARTHUR HALL VC Way  
Address of representative Congolgon NSW  
2256



Signature of witness



Name of witness (print)



Office held

PRINCIPAL

## Signing Page

EXECUTED as an agreement on 18/11/2025

SIGNED for and on behalf of  
Burrabadine Christian Community  
School Limited trading as  
Burrabadine Christian Community  
School by an authorised  
representative in the presence of



Signature of authorised representative



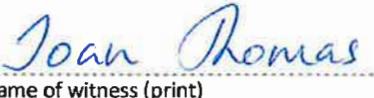
Name of representative



Address of representative



Signature of witness



Name of witness (print)



Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of **The )**  
**Presbyterian Church (New South )**  
**Wales) Property Trust for Casino )**  
**Presbyterian Church trading as )**  
**Casino Christian School by an**  
authorised representative in the  
presence of



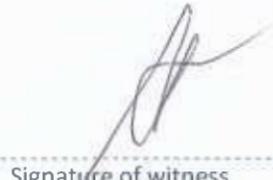
Signature of authorised representative

Arie Bongers

Name of representative

24 Fig Tree Drive Casino NSW 2470

Address of representative



Signature of witness

Erin Stevenson

Name of witness (print)

Business Manager

Office held

## Signing Page

---

**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of Cedars )  
Christian College Ltd trading as Cedars )  
Christian College and Cedars Christian )  
College - Aspire by an authorised )  
representative in the presence of



Signature of authorised representative

Michael Ramsey

Name of representative

74 Waples Road, Unanderra NSW 2526

Address of representative

Director

Office held



Signature of witness

Craig Dean

Name of witness (print)

## Signing Page

EXECUTED as an agreement on 18 November 2025

SIGNED for and on behalf of Christian )  
Education Foundation Ltd, trading as )  
Charlton Christian College by an )  
authorised representative in the )  
presence of



Signature of authorised representative



Name of representative



Signature of witness



Name of witness (print)

43 PASSIFERN RD, PASSIFERN NSW  
2283

Address of representative

COMPANY SECRETARY / BUSINESS  
MANAGER .

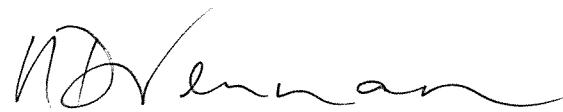
Office held

## Signing Page

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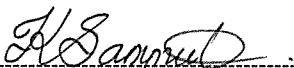
**SIGNED** for and on behalf of Coast Christian School Limited trading as Coast Christian School by an authorised representative in the presence of



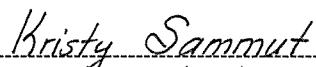
Signature of authorised representative



Name of representative



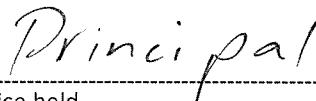
Signature of witness



Name of witness (print)



Address of representative



Office held

## Signing Page

EXECUTED as an agreement on 18 November 2025

**SIGNED** for and on behalf of Berakah  
Christian Education Ltd trading as  
Dubbo Christian School by an  
authorised representative in the  
presence of Beryl Cosier



Signature of authorised representative



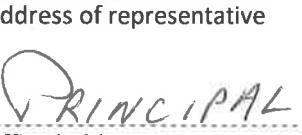
Name of representative



Signature of witness



Beryl Cosier  
Name of witness (print)



141 Sheridan Rd Dubbo 2830  
Address of representative



PRINCIPAL  
Office held

## Signing Page

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**EXECUTED** as an agreement on Thursday 19 November 2025

**SIGNED** for and on behalf of Melos )  
Education Ltd trading as Green Point )  
Christian College by an authorised )  
representative in the presence of )



Signature of authorised representative

BRENDAN WOOD

-----  
Name of representative

15 RICHARDS COSE BEROWRA NSW 2081

-----  
Address of representative



-----  
Signature of witness

JOEL VAN BENTUM

-----  
BUSINESS MANAGER

-----  
Name of witness (print)

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Office held

## Signing Page

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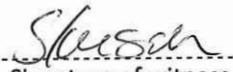
**EXECUTED** as an agreement on 18/11/2025

**SIGNED** for and on behalf of )  
**Greenacre Baptist Christian** )  
**Community School Limited trading as** )  
**Greenacre Christian College** by an )  
authorised representative in the  
presence of

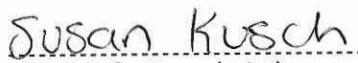


Signature of authorised representative

DAVID LOON  
Name of representative

  
Signature of witness

42 EUCALYPTUS ST, LIDCOMBE NSW 2141  
Address of representative

  
Susan Kusch  
Name of witness (print)

BUSINESS MANAGER  
Office held

## Signing Page

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## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of )  
Summerland Christian Life Centre  
trading as Hinterland Christian )  
College by an authorised )  
representative in the presence of )



-----  
Signature of authorised representative

-----  
Hilary Nightingale



-----  
Name of representative

-----  
Signature of witness

PO Box 311, Mullumbimby, NSW, 2482

-----  
Karlene Grinham

-----  
Address of representative

-----  
Name of witness (print)

-----  
Operations Manager

-----  
Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of  
Hopepoint Christian School Limited,  
trading as Hopepoint Christian School  
by an authorised representative in  
the presence of Katrina Hilton



Signature of authorised representative

Alex Chow

-----  
Name of representative

19 Gray Spence Cres, West Pennant Hill, NSW 2125

-----  
Address of representative

Business Manager



-----  
Signature of witness

Katrina Hilton

-----  
Name of witness (print)

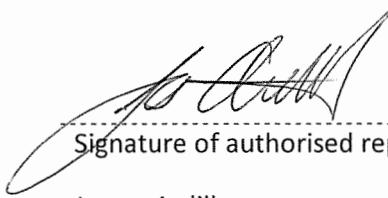
Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of Liberty )  
Church Inc., trading as Liberty Church Inc. )  
by an authorised representative in the )  
presence of )



---

Signature of authorised representative

James Ardill

---

Name of representative

582 Goonoo Goonoo ROAD TANWEERTP  
2340

---

Address of representative

---

Signature of witness

Susan West

President

---

S  
Name of witness (print)

Office held

## Signing Page

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EXECUTED as an agreement on 18 November 2025

**SIGNED** for and on behalf of **Maitland Christian School Ltd**, trading as **Maitland Christian School** by an authorised representative in the presence of



-----  
Signature of authorised representative

Kathleen Moran

-----  
Name of representative

64 Tarragon Way Chisholm NSW 2322

-----  
Address of representative



-----  
Signature of witness

Kath Hirons

-----  
Secretary

-----  
Name of witness (print)

-----  
Office held

## Signing Page

EXECUTED as an agreement on 18 November 2025

SIGNED for and on behalf of Taree )  
Christian Community School Ltd )  
trading as MidCoast Christian )  
College] by an authorised )  
representative in the presence of



Signature of authorised representative



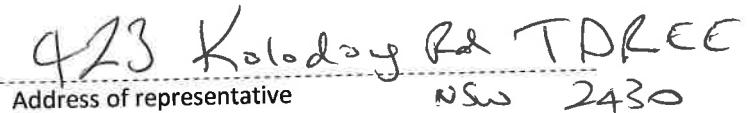
Name of representative



Signature of witness

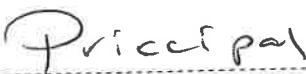


Name of witness (print)



Address of representative

NSW 2430



Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of **Moree** )

**Christian School Inc trading as Moree** )

**Christian School** by an authorised )

representative in the presence of )



-----  
Signature of authorised representative

Noel Kramer

-----  
Name of representative

409 Chester Street, Moree, NSW, 2400

-----  
Address of representative



-----  
Signature of witness

Carmelle MC Clure

-----  
Name of witness (print)

Principal

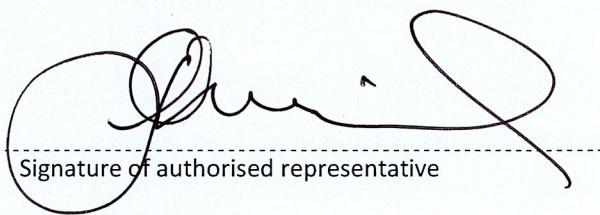
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Office held

## Signing Page

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**EXECUTED** as an agreement on **18 November 2025**

**SIGNED** for and on behalf of The )  
Presbyterian Church (NSW) Property )  
Trust **trading as** Nambucca Valley )  
Christian Community School by an )  
authorised representative in the )  
presence of



Signature of authorised representative

Christopher Grassick

-----  
Name of representative

35 Centenary Parade, Nambucca Heads, NSW 2448

-----  
Address of representative

Business Manager

-----  
Office held



Signature of witness

Shirleen Ferris

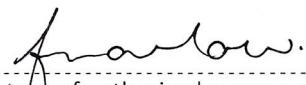
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Name of witness (print)

## Signing Page

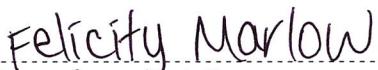
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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of **Norwest** )  
**Christian College Limited trading as** )  
**Ngarra Christian College** by an )  
authorised representative in the )  
presence of



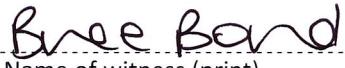
Signature of authorised representative



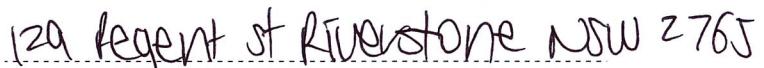
Name of representative



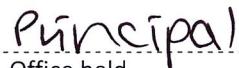
Signature of witness



Name of witness (print)



Address of representative



Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of  
**Northcross Limited** trading as  
**Northcross Christian School** by an  
authorised representative in the  
presence of



---

Signature of authorised representative

Catherine Horsburgh

---

Name of representative

61-65 Lane Cove Road, Ryde NSW 2112

---

Address of representative

Principal

---

  
Signature of witness

Claudia Moraitis

Name of witness (print)

Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of **Norwest** )  
**Christian College Limited trading as** )  
**Norwest Christian College** by an )  
authorised representative in the )  
presence of



Signature of authorised representative



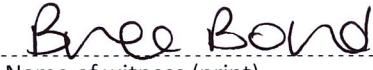
Name of representative



Signature of witness



Address of representative



Name of witness (print)



Office held

## Signing Page

**EXECUTED** as an agreement on 18 November 2025)

**SIGNED** for and on behalf of Nowra )  
Baptist Church Chrisitan School LTD,  
trading as Nowra Christian School by an )  
authorised representative in the )  
presence of



-----  
Signature of authorised representative

Chris Bongers

-----  
Name of representative

194 Old Southern Road, South Nowra, NSW 2541



-----  
Signature of witness

KARYN HUISMAN

-----  
Address of representative

Business Manager

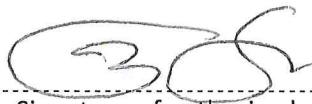
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Name of witness (print)

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Office held

## Signing Page

**EXECUTED** as an agreement on 19<sup>th</sup> November 2025

**SIGNED** for and on behalf of Orange )  
Christian School Limited, trading as )  
Orange Christian School by an authorised )  
representative in the presence of )



Signature of authorised representative

Yooie Choi

-----  
Name of representative

500 Cecil Road, Orange NSW 2800

-----  
Address of representative

Principal

-----  
Signature of witness

Melbert Tandang

-----  
Name of witness (print)

-----  
Office held

## Signing Page

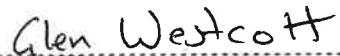
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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of Parkes Christian School Limited trading as Parkes Christian School by an authorised representative in the presence of



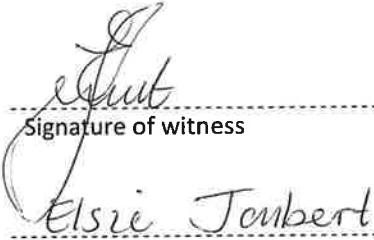
Signature of authorised representative



Name of representative



Address of representative



Office held

Signature of witness

Elsie Jonbert

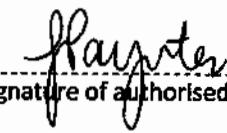
Name of witness (print)

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of Penrith )  
Christian School trading as Penrith )  
Christian School by an authorised )  
representative in the presence of )



-----  
Signature of authorised representative

**Geraldine Paynter**

-----  
Name of representative

**1 Simeon Road, Orchard Hills NSW 2748**

-----  
Address of representative



-----  
Signature of witness

**Linda Harrison**

-----  
Name of witness (print)

**Principal**

-----  
Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of **Christian )**  
**Community School Limited trading as )**  
**Regents Park Christian School** by an )  
authorised representative in the )  
presence of



-----  
Signature of authorised representative

Mr Cristian Tobar

-----  
Name of representative

2 Holly Avenue, Chipping Norton NSW 2170

-----  
Address of representative

General Manager

-----  
Office held



-----  
Signature of witness

Christopher Hart

-----  
Name of witness (print)

## Signing Page

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EXECUTED as an agreement on 18<sup>th</sup> November 2025

SIGNED for and on behalf of Snowy )  
Mountains Christian School Limited )  
by an authorised representative in )  
the presence of )

*Ella Meyer*

-----  
Signature of authorised representative

Ella Meyer

-----  
Name of representative

*Lucy Gotts*

-----  
Signature of witness

Lucy Gotts

-----  
Name of witness (print)

24-28 Baroona Avenue Cooma NSW 2630

-----  
Address of representative

Principal

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Office held

## Signing Page

EXECUTED as an agreement on 19/11/25

SIGNED for and on behalf for and on )  
behalf of The Presbyterian Church )  
(New South Wales) Property Trust for )  
St Andrew's Christian School, trading )  
as St Andrew's Christian School by an )  
authorised representative in the )  
presence of



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Signature of authorised representative

Tim Davis

-----  
Name of representative

4 Schonbian Ct, Junction Hill

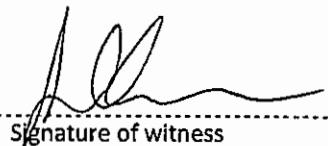
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Address of representative

NSW, 2460



Principal

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Office held



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Signature of witness

JAN VAN BAALEN

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Name of witness (print)

## Signing Page

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EXECUTED as an agreement on 19 November 2025

**SIGNED** for and on behalf of St )  
**George Christian School Limited** )  
**trading as St George Christian School** )  
by an authorised representative in )  
the presence of



Signature of authorised representative



Name of representative



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Signature of witness

**QUEENIE LAU**  
Name of witness (print)

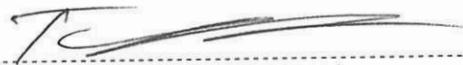
**70 BELLEVUE PDE, HURSTVILLE, NSW, 2220**  
Address of representative

**PRINCIPAL**  
Office held

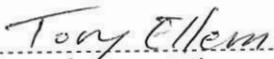
## Signing Page

EXECUTED as an agreement on 18 November 2025

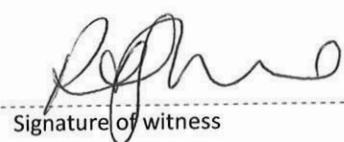
SIGNED for and on behalf of )  
Summerland Christian Life Centre Ltd )  
trading as Summerland Christian )  
College by an authorised )  
representative in the presence of



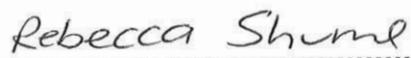
Signature of authorised representative



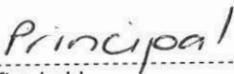
Name of representative



Signature of witness



Name of witness (print)



Office held



Address of representative

## Signing Page

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EXECUTED as an agreement on 18 Nov 2025

**SIGNED** for and on behalf of )  
Toongabbie Christian College Ltd  
trading as Toongabbie Christian )  
College by an authorised )  
representative in the presence of

*Jaimie Frialde*  
Signature of authorised representative

*Jaimie Frialde*  
Name of representative

*Howard Li*  
Signature of witness

*Howard Li*  
Name of witness (print)

*12 Gillabin Place Pymble NSW 2761*  
Address of representative

*Business Manager*  
Office held

## Signing Page

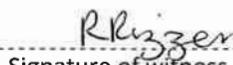
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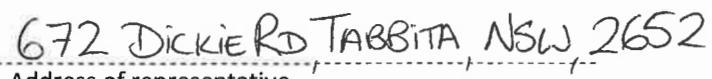
EXECUTED as an agreement on 19<sup>th</sup> November 2025

**SIGNED** for and on behalf of Verity )  
Christian College Incorporated )  
trading as Verity Christian College by )  
an authorised representative in the )  
presence of )

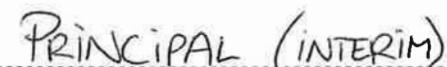
  
Signature of authorised representative

  
Name of representative

  
Signature of witness

  
Address of representative

  
Name of witness (print)

  
Office held

## Signing Page

**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of The Christian Parent-Controlled School Wellington Ltd trading as Wellington Christian School by an authorised representative in the presence of Beryl Cosier



Signature of authorised representative

Paul Arndell

Name of representative

B1650

Signature of witness

Beryl Cosier

Name of witness (print)

141 Sheraton Road, Dubbo NSW 2830

Address of representative

Principal

Office held

## Signing Page

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**EXECUTED** as an agreement on 19<sup>th</sup> November 2025

**SIGNED** for and on behalf of **Wyong Christian Community School trading as Wyong Christian Community School Ltd** by an authorised representative in the presence of



Signature of authorised representative

DARREN MILLIGAN

Name of representative



Johnston

Signature of witness

419 DICKSONS RD TICCBY 2259

Address of representative

SUSAN JOHNSTON PRINCIPAL

Name of witness (print)

Office held

## Signing Page

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**EXECUTED** as an agreement on 7<sup>th</sup> November 2025

**SIGNED** for and on behalf of Yanginanook )  
School, trading as Yanginanook School by )  
an authorised representative in the )  
presence of )



Signature of authorised representative

**Kim Mukuka**

Name of representative



Signature of witness

**Brooke Russell**

Name of witness (print)

**2/214 Forest Way Belrose NSW 2085**

Address of representative

**Finance and Operations Manager**

Office held

## Signing Page

EXECUTED as an agreement on 18.11.2025

SIGNED for and on behalf of Melos Education Ltd, trading as Yattalunga Valley Christian School by an authorised representative in the presence of Penny Egan



Signature of authorised representative



Name of representative



Signature of witness



Name of witness (print)



Address of representative



Office held



## Signing Page

EXECUTED as an agreement

SIGNED for and on behalf of **Christian Schools Australia Limited** trading as **Christian Schools Australia** by an authorised representative in the presence of )



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Signature of authorised representative

**Catherine Williams**

-----  
Name of representative

Unit 14, Level 1, 22-30 Franklin St

-----  
Manuka ACT 2603

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Address of representative

**Executive Officer – Industrial Relations**

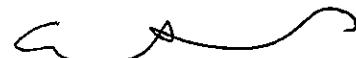
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Office held

  
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Signature of witness

Jenny Harper

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Name of witness (print)

SIGNED as a representative of employees for )  
and on behalf of the **INDEPENDENT EDUCATION UNION OF AUSTRALIA NSW/ACT Branch** by an )  
authorised person in the presence of )



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Signature of authorised officer

**Carol Matthews**

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Name of authorised officer

485 - 501 Wattle Street  
ULTIMO NSW 2007

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Address of authorised officer

  
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Signature of witness

  
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Name of witness (print)

**Branch Secretary**

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Office held