Independent Schools NSW
(Teachers)
Multi-Enterprise Agreement
2010 - 2011
1. **Title**

This Agreement shall be known as the *Independent Schools NSW (Teachers) Multi-Enterprise Agreement 2010-2011.*

2. **Arrangement**

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3. Definitions

For the purpose of this Agreement:

(a) “Act” means the *Fair Work Act 2009*.

(b) “Casual Teacher” means a Teacher engaged on a casual basis for a period not exceeding four weeks. Provided that such casual engagement may continue beyond four weeks for a further four weeks where the Casual Teacher is replacing a Teacher absent for a period which extends beyond four weeks (and such longer absence was not anticipated when the Casual Teacher was engaged).

(c) “Commission” means Fair Work Australia.

(d) “Conditionally Classified Four Years Trained Teacher” means a teacher who is a graduate other than a graduate to whom subclause (i) of this clause applies.

(e) “Degree Course” means a course of study at a recognised higher education institution of at least three years full-time duration, or its part-time equivalent.

(f) “Deputy Principal” means a teacher appointed as such in a primary or secondary department, who assists the Principal in his / her responsibility for the conduct and organisation of the school.

(g) “Equivalent qualifications or equivalent course” means qualification or a course which is specified by Attachment A of this Agreement as being equivalent to a particular qualification or course prescribed by this Agreement, which the school and employee agree as being equivalent to the qualification or course prescribed by the clause in question in this Agreement or which the Commission determines as being so equivalent.

(h) “Five Years Trained Teacher” means a teacher who is:

(i) a teacher who has obtained a degree from a recognised higher education institution which requires a minimum of four years full-time study and who has, in addition, satisfactorily completed at least a one year full-time course in teacher education including a Diploma in Education from a recognised higher education institution; or

(ii) a teacher who is a graduate and who in addition:

   (A) obtains by study a Masters Degree or Doctorate, from a recognised higher education institution; and

   (B) satisfactorily completes at least a one year full-time course in teacher education including a Diploma in Education from a recognised higher education institution; or

   (iii) a teacher who has obtained other equivalent qualifications.
(i) “Four Years Trained Teacher” means:

(i) A teacher who is a graduate in Education [four years course]; or

(ii) A teacher who is a graduate who holds a Diploma in Education from a recognised higher education institution; or

(iii) A teacher who is a graduate who has satisfactorily completed at least a one year full-time course in teacher education at a recognised higher education institution, or who has acquired other equivalent qualifications; or

(iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).

(i) “Full-Time Teacher” means any Teacher other than a Casual, Part-time, or Temporary teacher.

(k) “Graduate” means a teacher who holds a degree from a recognised higher education institution.

(l) “Part-Time Teacher” means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach.

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

(m) “Positions of Special Responsibility”:

(i) “Co-ordinator 1” means a teacher appointed as such in a primary or secondary department who is:

(A) responsible for the co-ordination of a programme of work in an area of instruction or other activity; or

(B) required to assist a Co-ordinator 2 in the performance of his / her duties; or

(C) required to perform other duties, as determined by the Principal.

(i) “Co-ordinator 2” means a teacher appointed as such in a primary or secondary department who is responsible to the Principal for the co-ordination of a programme of work in an area of instruction or other activity.

(iii) Co-ordinator “3” means a teacher appointed as such in a primary or secondary department who is responsible to the Principal for:

(A) the supervision of Co-ordinators 1 and 2 and Senior Teacher - Level 2; and/or

(B) the co-ordination and supervision of the academic programme of the school in the secondary or primary departments or both; and/or

(C) the professional development of teachers at the school; and/or
(D) other duties as required by the Principal.

(n) “Primary Department” means that section or division of the school which provides a primary education [including infants], even if the school provides primary education only.

(o) “Professionally Accomplished Teacher” means a teacher who has been classified as such by the NSW Institute of Teachers.

(p) “Recognised higher education institution” means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former college of advanced education recognised by the Tertiary Education Commission.

(q) “Recognised school” means a school registered under the provisions of the Education Act 1990 or any registered special school within the meaning of that Act or school for the disabled.

(r) “School” means an employer covered by this Agreement.

(s) “Secondary Department” means that section or division of the school which is not a primary department, even if the school provides secondary education only.

(t) “Senior Teacher - Level 1” means a Four Years or Five Years Trained teacher who has completed at least 12 months full-time service or its part-time equivalent on Step 13 and who has been awarded the classification by an employing authority.

(u) “Senior Teacher - Level 2” means a teacher appointed as such in a primary or secondary department, who is responsible for developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the school, or who is required to perform other duties of comparable level (including in the area of pastoral care) requiring a high level of professional expertise.

(v) “Teacher” means a person employed as such to assist the Principal in the work of the school.

(w) “Temporary Teacher” means a Teacher employed to work full-time or part-time for a specified period which is not more than a full school year, but not less than four school weeks.

Provided that a Teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a Teacher is replacing a Teacher who is on leave for a specified period in excess of a full school year.

A Teacher shall not be employed on successive temporary appointments except where each appointment is for a different purpose.

A Teacher shall not be employed on a temporary basis unless any advertisement for the position stated the position was temporary and unless the Teacher was advised at the point he or she was offered the position that it was temporary.
A teacher shall not be employed on a temporary basis for the purpose of probation.

(x) “Three Years Trained Teacher” means:

(i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or

(ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).

(y) “Two Years Trained Teacher” means:

(i) A Teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution.

Provided that a teacher who is not otherwise classified pursuant to this Agreement, shall be deemed to be a Two Years Trained Teacher; or

(ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).

4. Scope and Coverage

4.1 Parties Bound

Subject to subclause 4.2, this Agreement shall cover:

(a) Schools listed in Attachment D – Schools Covered by this Agreement; and

(b) the teachers employed at the schools in Attachment D – Schools Covered by this Agreement,

in respect of all work done by teachers (including casual, temporary and part-time teachers.

4.2 Exclusions

This Agreement shall not apply to:

(a) persons instructing students of the School in the areas of music or other individual arts and engaged on an individual fee basis; and

(b) sports coaches and trainers (unless appointed as teachers); and

(c) foreign language or LOTE teachers engaged to instruct students on an individual basis eg. conversation or other individual tuition; and

(d) persons employed as teacher’s aides, helpers, assistants or supervisors in or in connection with child care, child minding centres, Before and After Care and Vacation Care services; and

(e) psychologists or counsellors (unless appointed as teachers); and

(f) employees who are engaged for the purpose of religious instruction or supervision of prayers or to undertake other religious duties of a non teaching nature.
Except where such persons are employed specifically to teach classes of students in the Board of Studies Curriculum or other education programme or are degree qualified early childhood teachers.

5. Commencement Date of Agreement and Period of Operation

(a) This Agreement commences on and from the date of approval (‘Approval Date’) by Fair Work Australia. The nominal expiry date of this Agreement is 31 January 2011.

(b) The salaries contained in Part B of this Agreement do not commence until the first full pay period on or after 1 February 2010. For the period between the Approval Date and the first full pay period on or after 1 February 2010, each employee covered by this Agreement shall be paid either the rate of pay the employee actually received as at the date of making of this Agreement, or the relevant rate of pay applicable under an Australian Pay and Classification Scale that covered the employee as at the date of making of this Agreement, whichever is the greater.

6. Salary Scales

6.1 (a) The minimum annual rate of salary payable to full-time teachers shall be as set out in Part B, Table 1A - Salaries. Weekly salaries shall be ascertained by dividing the annual salaries by 52\(\frac{1}{7}\).

(b) **Five Years Trained Teachers**

A Five Years Trained Teacher shall commence on Step 6 of the scale and progress according to normal years of service to Step 13 of the scale.

(c) **Four Years Trained Teachers**

(i) A Four Years Trained Teacher shall commence on Step 5 of the scale and progress according to normal years of service to Step 13 of the scale.

(ii) A Four Years Trained Teacher upon satisfying the requirements for classification as a Five Years Trained Teacher shall have his or her incremental position advanced one year with retention of normal incremental date and shall thereafter progress according to normal years of service.

(d) **Two Years Trained Teachers**

(i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to normal years of service to Step 13 of the scale.

**Provided that** a teacher who has not completed two years or equivalent of qualifications shall not be permitted to progress beyond Step 6, subject to paragraph (h) of this subclause.

(ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with
retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 13 of the scale;

(e) **Three Years Trained Teachers**

(i) A Three Years Trained Teacher shall commence on Step 3 of the scale and shall progress according to normal years of service to Step 13 of the scale;

(ii) A Three Years Trained Teacher shall include a teacher deemed as such immediately prior to 17 August 1990;

(iii) A Three Years Trained Teacher, who by further study completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 13 of the scale.

(g) **Conditionally Classified Four Years Trained Teacher**

A Conditionally Classified Four Years Trained Teacher shall commence on Step 5 of the scale and progress according to normal years of service to Step 9 of the scale; provided that a teacher shall after 15 years service, progress to Step 10 of the scale and shall thereafter progress according to normal years of service to Step 13 of the scale.

(h) **Previous Award Classification**

Teachers employed immediately prior to the date of making of this Agreement shall be deemed to be classified under this Agreement at a level not less than that which applied under the previous award, the Teachers (Independent Schools) (State) Award 2004, and shall be deemed to have years of service as at the date of making this Agreement calculated in accordance with the provisions of the previous award.

6.2 **Special Education Allowances**

Teachers appointed to teach classes of children with disabilities shall be paid in addition to the salaries provided for in clause 6.1 an allowance as set out in Part B, Table 2, Item 1. A part-time teacher shall receive the allowance set out in Part B, Table 2, Item 2.

6.3 **Calculation of Service**

For the purpose of this clause, any teacher if required by the school so to do, shall upon engagement establish to the satisfaction of the school, the length of his or her teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia and the period so established shall be taken to be the length of such service, for the purpose of that employment. For the purpose of calculating service:

(i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;

(ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours taught by the teacher in any year bears to the normal number of hours taught by a full-time teacher.
at the school in the same year;

(iii) Casual teachers shall be entitled to normal incremental progression on the basis of one increment for each 204 days of service.

6.4 Progression [Completion of Qualifications]

(a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale shall be effected in accordance with this clause.

(b) (i) A teacher seeking such transfer shall make application in writing to the school and shall attach to such application 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 to transfer;

(ii) Where an application is made under clause 6.4(b)(i) which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:

(1) 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, 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; provided that the application for 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; or

(2) Where the application for transfer is not received by the school within the time specified in (1), from the beginning of the first pay period to commence on or after the date on which the school receives such application;

(iii) A teacher who is 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 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.

(c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.

(d) A teacher who is Conditionally Classified Four Years Trained and who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.
6.5 **Senior Teacher - Level 1**

(a) A Four or Five Years Trained teacher who has completed 12 months on Step 13 of the scale may apply to be classified as a Senior Teacher - Level 1 with salary as set out in Part B, Table 1A.

(b) A teacher referred to in clause 6.5(a), who, on application, is assessed by the school as a highly skilled and competent teacher in accordance with the following criteria shall be classified or progress as provided in clause 6.5(a):

(i) **Tertiary Study** - courses of study undertaken at an approved tertiary institution; or

(ii) **In-service** - accredited by the Principal of the school, which is conducted by Department of School Education, the school, a school organisation, a professional association or other relevant body; and

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

(1) **Work relating to classroom activities** - Involvement in curriculum / resource development and planning; involvement in reflective and adaptive classroom practice; including knowledge and preparation of syllabus content; relevance of methodology used

(2) **Promotion of Learning in the Classroom** – assessed by the Principal and/or the Principal's nominee as able to create a learning environment that engages students in their learning by the use of a variety of teaching strategies and management of the classroom to promote learning.

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

(3) **Involvement beyond the classroom** - sharing and learning knowledge and skills with and from peers; involvement in co-operative planning.

(4) **As a member of the Whole School** - effective involvement as a team member; effective contribution to the life of the school.

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

(c) A Two or Three Years Trained Teacher who had been assessed as a highly skilled and competent teacher pursuant to clause 6.5(b) of the previous award and who subsequently completes a course of training which makes the teacher eligible to be reclassified as Four or Five Years Trained pursuant to clause 6.4 shall also be classified as Senior Teacher Level 1 on such reclassification, **provided that** after 1991 the teacher shall have completed nine years of service.

(d) A recommendation for classification or progression pursuant to this clause, if approved
by the school, shall take effect from the beginning of the first full pay period after the
teacher is eligible for such classification or progression or from the date of application
by the teacher, where such date is after the date on which the teacher becomes
eligible. In the case of a teacher who becomes eligible during a period of paid leave,
such classification or progression shall take effect from the date of eligibility.

6.6 Payment Fortnightly / Half Monthly

(a) The salary payable to any teacher other than a casual teacher pursuant to this clause,
shall be payable either fortnightly or monthly if by mutual agreement and provided that
payment is two weeks in advance.

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

(c) The salary payable to any teacher, pursuant to this clause, shall be payable at the
election of the school by either cash, cheque or Electronic Funds Transfer into an
account nominated by the teacher.

6.7 Payment of Part-Time, Temporary and Casual Teachers:

(a) (i) Subject to sub-clause (ii), a part-time teacher, including a temporary part-time
teacher, shall be paid at the same rate as a full-time teacher with the
 correspond ing classification but in that proportion which the number of hours
 which are normal teaching hours bear to the hours which a full-time teacher at
 the school is normally required to teach.

(ii) A part-time teacher/librarian, including a temporary part-time teacher/librarian,
shall be paid at the same rates as a full-time teacher/librarian, with the
 corresponding classification, but in that proportion which the number of hours
 which are the normal working hours bears to the hours a full-time
 teacher/librarian at the school is normally required to work. If there is no full-time
 teacher/librarian employed at the school, the proportion shall be based upon the
 number of hours which a full-time teacher/librarian at the school would be
 required to work if employed.

(iii) A part-time teacher shall undertake the normal duties of a full-time teacher
proportional to their face to face teaching load as required by the school over the
course of the year. The school will attempt to assist a part time teacher to meet
these requirements by consulting with the teacher regarding the timing of such
commitments. If a part-time teacher is required to attend duties on a day that
they do not normally attend and that attendance is in addition to their normal pro
rata duties the teacher shall be paid for such attendance at the casual rate of
pay. In considering pro rata duties, regard will be had as to whether teachers at
the school normally perform such duties in addition to, or in substitution for,
teaching duties.

(b) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-
time teacher with corresponding classification.

(c) The salary payable to a casual teacher shall be the appropriate rate in clause 6.1 in
accordance with years of full-time service, divided by 204 in the case of a daily payment and 408 in the case of a half-day payment, plus 5%. These rates are set out in Part B, Table 3 provided that the maximum rates payable shall be as follows:

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<th>Classification</th>
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<tr>
<td>Four and Five Years Trained</td>
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<tr>
<td>All Other Teachers</td>
<td>7</td>
</tr>
</tbody>
</table>

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the Annual Holidays Act 1944.

(d) A casual teacher shall be paid for a minimum of half a day for each single engagement. See Part B, Table 3.

6.8 Travelling Expenses

(a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and the place of employment, the teacher shall be paid an allowance as set out in Part B, Table 2, Item 3.

(b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the school, shall be reimbursed by the school.

6.9 Payment for Supervision of Student Teachers

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

6.10 Overpayments

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

7. Remuneration Package

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

7.2 For the purposes of this clause:

(a) ‘Benefits’ means the benefits nominated by the teacher from the benefits provided by the school and listed in clause 7.4 (c).

(b) ‘Benefit Value’ means the amount specified by the school as the cost to the school of the Benefit provided including Fringe Benefit Tax, if any.

7.3 **Conditions of Employment**

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

7.4 **Salary Packaging**

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

(a) the Benefits nominated by the teacher; and

(b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the teacher or under clause 7.3, in the absence of an agreement under this clause.

(c) The available Benefits are those made available by the school from the following list:

   (i) superannuation;

   (ii) childcare provided by the school;

   (iii) other benefits offered by the school.

(d) The school must advise the teacher in writing of the Benefit Value before the agreement is entered into.

7.5 **During the currency of an agreement under clause 7.4.**

(a) any teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in clause 7.4 (a) and (b).

(b) if a teacher takes leave without pay the teacher will not be entitled to any Benefits during the period of leave

(c) if a teacher takes leave on less than full pay he or she shall receive:

   (i) the Benefits; and

   (ii) an amount of salary calculated by applying the formula:

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

   where:

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

   \( P \) = the percentage of salary payable during the leave

   \( B \) = Benefit Value

   \( A \) = Amount of salary.

(d) any other payment under this Agreement, calculated by reference to the teacher's salary, however described, and payable:

   (i) during employment; or
(ii) on termination of employment in respect of untaken paid leave; or

(iii) on death,

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

8. Promotions Positions

8.1 Establishment of Positions

(a) Deputy Principal

The position of Deputy Principal must be established:

(i) where the enrolment of the whole school exceeds 200, or

(ii) if the primary and secondary sections of the school are located at different sites, and staff and curriculum support is conducted separately, where the enrolment in a section exceeds 200.

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

(b) Positions of Special Responsibility

(i) The school may establish positions to meet its managerial needs and determine the title of each position.

(ii) Subject to clause 8.1(b)(iii) and (iv) below, the school must create the minimum number of positions of special responsibility determined by the number of points applicable to the school as set out in the table in clause 8.1(c) below.

(iii) In a secondary department a Co-ordinator 2 position must be established where the teaching hours of a programme of work in an area of instruction or activity as determined by the school (e.g., subject or key learning area) exceeds 2,000 hours per annum, or where the position has other duties (of a comparable level) as determined by the Principal.

(iv) In determining an area of instruction, the school may aggregate two or more subjects to comprise an area of instruction provided that the total hours of aggregated instruction in an area of instruction that involves more than one subject, shall not exceed 4,000 teaching hours per annum.
(c) **Positions of Special Responsibility - Points Tables**

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

### Primary Departments

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<th>Classes</th>
<th>Points</th>
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### Secondary Departments

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For the purpose of this sub-clause, “class” means

(i) In a primary department - a standard roll class of pupils. (Note: a two stream primary school is likely to have 14 classes in K to 6.)

(ii) In a secondary department - an English class. (This includes all classes of English instruction).

8.2 Minimum Number of Positions

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

<table>
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<tr>
<th>Points Value Table</th>
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<tbody>
<tr>
<td><strong>Position</strong></td>
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<tr>
<td>Senior Teacher 2</td>
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<tr>
<td>Co-ordinator 1</td>
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<td>Co-ordinator 2</td>
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<td>Co-ordinator 3</td>
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</tbody>
</table>

8.3 Allowances

(a) A teacher appointed to the position of Co-ordinator 1 or Senior Teacher 2 shall be paid the applicable allowance as set out in Part B, Table 1B, Item 1 in addition to the salary applicable to the appointee (as set out in Table 1A), which shall be no less than Step 9 (secondary) and Step 7 (primary).

(b) A teacher appointed to the position of Co-ordinator 2, Co-ordinator 3 or Deputy Principal shall be paid the applicable allowance as set out in Part B, Table 1B in addition to the appropriate salary as set out in Table 1A, provided that in the case of a teacher employed in such a position prior to the commencement of this Agreement, such teacher shall be paid the allowance and the salary for a Senior Teacher 1 (as set out in Table 1A).

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

8.4 Acting Appointments

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

8.5 Special Schools

The table below will apply to registered special schools within the meaning of the Education Act 1990 or to schools for children with disabilities instead of clause 8.1(c).
8.6 Steiner Schools

(a) The parties acknowledge that the Steiner Schools do not appoint teachers to positions of special responsibility or as Deputy Principal.

(b) In recognition of the nature of the work performed by teachers in the circumstances set out in paragraph (a) of this subclause, the schools will apply the formula below:

\[
A = \frac{B}{C}
\]

Where:

- \(A\) = Amount payable to each participant;
- \(B\) = Amount which would have been payable to teachers holding promotion positions if the Agreement applied;
- \(C\) = The number of teachers at the school from time to time approved by the College of Teachers (or its administrative equivalent) as participants for the purpose of this subclause on the basis of full-time equivalents.

9. Terms of Engagement

9.1 Letter of Appointment

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

9.2 Termination of Employment

The employment of any teacher [other than a casual teacher] shall not be terminated without at least four school term weeks' notice on either side, or the payment of, or forfeiture, of four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:
(a) at the end of the said school term; or

(b) at least two weeks before the end of the said school term.

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

9.3 Statement of Service

Upon the termination of service of a teacher [other than a casual teacher], the school shall provide a statement of service setting out the length of service, the number of classes and range of subjects taught (or the age of the children taught in the case of a teacher employed in a pre-school), the promotions positions held and any special and/or additional duties performed by such teacher.

Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

9.4 Normal Duties

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

9.5 Lunch Break

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

9.6 Redundancy

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

Note: the notice applicable shall be either the notice required pursuant to subclause 9.2 of this clause or the notice pursuant to clause 4 of Attachment C – Redundancy, whichever is the greater.

9.7 Pre-school Teachers

The provisions of this Agreement shall apply in relation to preschool teachers subject to the specific provisions of Attachment B - Particular Conditions of Pre-school Teachers.

10. Pro Rata Annual Leave Payment

10.1 This clause will apply:

(a) in lieu of the corresponding provisions of the Fair Work Act 2009; and

(b) notwithstanding any other provisions in this Agreement.

10.2 The provisions of this clause shall apply where:

(a) a teacher's employment ceases;
(b) a teacher commences employment after the School Service Date;

(c) where a teacher takes approved leave without pay; or

(d) where the hours which a teacher normally teaches at a school have varied since the School Service Date ["a teacher whose hours have varied"].

Payments shall be made to such teachers by application of the formula prescribed by either clause 10.3(a) or (b), as appropriate, and, if relevant, by the application of the provisions of clauses 6.1, 10.5, 10.6 and 10.7 in combination.

10.3 (a) **Calculation of Payments**

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

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

Where:

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

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

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

Where:

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

d is the number of non-term weeks, or part thereof, worked by the teacher since the School Service Date.

(c) For the purposes of this clause:

(i) “School Service Date” means the usual commencement date of employment at the school for teachers who are to commence teaching on the first day of the first term.

(ii) “Teacher” means any teacher other than a casual teacher.

10.4 Termination of Employment

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

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

(a) A teacher who commences employment after the usual date of commencement at the school in any school year, shall be paid from the date the teacher commences, provided that at the end of Term IV or final semester in that year, the teacher shall be paid an amount calculated pursuant to clause 10.3 and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or first semester in the following school year.

(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.

10.6 Teachers Who Take Approved Leave Without Pay

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

(a) If the leave without pay commences and concludes in the same school year:

(i) subject to clause 10.6(a)(ii) below, the payment shall be calculated and made at the conclusion of Term IV of that school year; and

(ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:

(A) at the commencement of the leave in respect of that year; and

(B) at the end of Term IV in accordance with clause 10.6(c).

(b) If the leave without pay is to conclude in a school year following the school year in which the leave commenced:

(i) at the commencement of the leave, a payment shall be calculated and made in respect of the school year in which the leave commences; and
(ii) at the end of Term IV in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.

(c) The payment to be made to a teacher at the conclusion of Term IV of a school year:

(i) pursuant to clause 10.6(a)(ii)(B);

(ii) or in circumstances where, with the agreement of the school, a teacher who has been paid pursuant to clause 10.6(b)(i) returns from leave during the school year in which the leave commenced and not withstanding that as a result did not in total exceed 20 pupil days, shall be determined by:

(A) applying the formula in clause 10.3 as if no payment had been made to the teacher pursuant to clause 10.6(a)(ii)(A) or clause 10.6(b)(i); and

(B) deducting from that amount the amount paid to the teacher pursuant to clause 10.6(a)(ii)(A) or clause 10.6(b)(i).

(d) Notwithstanding the provisions of clause 10.1(a), a teacher shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Workplace Relations Act 1996*, in respect of a year of employment.

[Notation:

The school and the employees are of the unanimous view that other than in exceptional circumstances 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.]

10.7 Teachers Whose Hours Have Varied

Where the hours which a teacher normally teaches at the school have varied since the School Service Date in any school year and the teacher's employment is to continue in the next school year, the teacher shall be paid at the conclusion of Term IV or final semester of that year in accordance with the formula provided in clause 10.3 (a) and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or the first semester in the following school year.

11. Annual Holiday Loading

11.1 Subject to clause 11.6, where a teacher other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.

11.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school summer vacation.

11.3 The loading shall be calculated:

(a) in relation to such period of a teacher's annual holiday as is equal to the period
of annual leave to which the teacher is entitled for the time being under the Fair Work Act 2009 at the end of each year of employment or where relevant.

(b) the period of annual leave calculated under clause 10.6.

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

11.5 For the purposes of this clause, “salary” shall mean the salary payable to the teacher at the first day of December of the year in which the loading is payable together with, where applicable, the allowances prescribed by clauses 6.2 and 8.3, but not including any other allowances or amount otherwise payable in addition to salary.

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

11.6 Where a teacher receives a payment pursuant to clause 11.3(b), including the case where a teacher's employment is terminated by the school during the school year for a reason other than misconduct, the teacher shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by the teacher in that year bears to the number of school weeks he or she would be normally required by the Principal to work in a full school year.

12. Leave

12.1 Sick Leave

(a) Entitlement

Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:

(i) During the first year of service with the school the period of sick leave shall not exceed five days in any term, but any sick leave not taken in any term may be taken during the remainder of the said year;

Provided that the maximum sick leave which may be taken during the first year of service shall not exceed 15 days.

And provided further that a temporary teacher shall be entitled to sick leave in accordance with the provisions of this paragraph, and in that proportion of 15 days which the period of appointment of the teacher bears to the school year of the school at which he or she is employed.

(ii) After the first year of service with the school, the period of sick leave shall, subject to clause 12.2, not exceed in any year of service 22 working days on full pay, followed by 22 working days on half pay.

(iii) A teacher shall not be entitled to sick leave for any period in respect of which such teacher is entitled to workers' compensation.

(iv) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school [or such other person deputised by the Principal], prior to the commencement of the first organised activity at the
school on any day, of the nature of the illness and of the estimated
duration of the absence;

Provided that paid sick leave shall be available if the teacher took all
reasonable steps to notify the Principal or was unable to take such steps.

(v) The sick leave entitlement of a part-time teacher shall be in that proportion
which the number of teaching hours of that teacher in a full school week
bears to the number of teaching hours which a full-time teacher at the
school is normally required to teach.

(vi) The teacher, if required by the school, complies with paragraph (c) of this
sub-clause.

(b) Sick leave shall accumulate from year to year as follows:

(i) Untaken sick leave entitlement in the first year of service with the school
shall not be accumulated.

(ii) Untaken sick leave in the second year of service with the school and
thereafter of up to 20 days on full pay and 20 days on half pay per year
shall be accumulated to a maximum of four years of service;

Provided that an employee shall only be entitled to the sick leave
accumulated in the respect of the four years of continuous service
immediately preceding the current year of service.

(iii) The maximum accumulation shall not exceed 80 days on full pay and 80
days on half pay.

(iv) Accumulated sick leave days on full pay shall be taken prior to
accumulated sick leave days on half pay.

(v) Sick leave which accrues to a teacher at the commencement of a year of
service pursuant to this clause 12 shall be taken prior to the taking of any
sick leave which the teacher has accumulated in accordance with this
subclause.

(vi) A part-time teacher shall accumulate sick leave entitlements pursuant to
the provisions of this subclause in that proportion which the number of
teaching hours in a full school week bears to the number of teaching hours
that a full-time teacher at the school is normally required to teach.

(c) (i) Other than in respect of the first two days’ absence in respect of sickness
in any year, a teacher shall, upon request, provide a medical certificate
addressed to the school, or, if the school requires, to the school medical
officer.

(ii) Where a teacher has taken frequent single days of sick leave, or taken
extended sick leave such that the school requires additional information in
relation to the teacher’s sickness, then the school may take action in
accordance with this subclause.

(A) The school may arrange a meeting in order to clarify the position with
the teacher. The invitation to the teacher to attend the meeting shall
be in writing (signed by the principal or the principal’s delegate) with
sufficient notice for the teacher to reasonably be able to attend the
meeting. The invitation shall also refer to the provisions of this
clause and shall indicate the grounds for the school's concern about sick leave taken by the teacher. The school shall invite the teacher to respond verbally at the meeting to the issues raised by the school. A teacher shall not unreasonably fail to attend such a meeting where invited by the school to do so.

(B) After consideration of the teacher’s response, if any, the school may:

- require further evidence of illness; and/or
- require the teacher to provide a medical certificate from a doctor nominated by the school (at the school’s cost) in relation to the likely period of absence or to establish only eligibility for sick leave (and no other information); and/or
- discuss with the teacher any other action.

(C) Where a teacher fails to attend a meeting as requested by the school pursuant to paragraph (A) of this subclause and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in paragraph (B) of this subclause, then following prior written notice the school may cease payment of sick leave if the school has reasonable grounds for a belief that the teacher is not entitled to sick leave for that absence.

(D) The teacher may request that any matter pursuant to this clause be discussed at any stage between their representative and the representative of the school.

12.2 Domestic Leave

A teacher other than a casual teacher is entitled to one day per year deducted from sick leave for moving house or other domestic emergency leave. A teacher shall give the Principal appropriate notice of when this leave is to be taken.

12.3 Carer’s Leave

(a) Use of Sick Leave

(i) A teacher, other than a casual teacher, with responsibilities in relation to a class of person set out in clause 12.3(a)(iii) who needs the teacher’s care and support, shall be entitled to use, in accordance with this subclause, ten days of his or her current and 30 days of his or her accrued sick leave entitlement, provided for at clause 12.1 of the Agreement, for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(ii) The teacher shall, if required,

(A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(B) establish by production of documentation acceptable to the school or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.
In normal circumstances, a teacher must not take carer’s leave under this subclause where another person has taken leave to care for the same person.

(iii) The entitlement to use sick leave in accordance with this subclause is subject to:

(A) the teacher being responsible for the care of the person concerned; and

(B) the person concerned being:

(1) a member of the teacher’s immediate family; or

(2) a member of the teacher’s household.

The term “immediate family” includes:

(aa) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the teacher. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to the person; and

(bb) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the teacher or spouse of the teacher.

(iv) The teacher shall not be entitled to paid carer’s leave unless he or she notifies the Principal of the school (or a person deputised by the Principal) of the need for carer’s leave and the estimated period of absence at the first available opportunity and, where possible, before the first organised activity at the school on the day of absence. The teacher will have sick leave credits available to the extent of the leave to be taken.

(v) Notwithstanding clause 12.3(a), a part-time teacher is only entitled to an amount of carer’s leave in the same proportion of the teaching hours of a part-time teacher bears to the teaching hours which a full-time teacher at the school is normally required to teach.

(vi) Any carer’s leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the teacher in accordance with clause 12.1 Sick Leave.

(b) Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the school, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in clause 12.3(a)(iii) who is ill or who requires care due to an unexpected emergency.
(c) Unpaid Carer’s Leave for Casual Teachers under the National Employment Standards (NES) of the *Fair Work Act 2009*

(i) Under the NES, a Teacher, including a Casual Teacher, is entitled to a period of up to two days' unpaid carer’s leave for each occasion when a member of the class of persons described in clause 12.3(a)(iii) above requires care or support during such a period because of:

(a) a personal illness, or injury, of the member; or

(b) an unexpected emergency affecting the member.

(ii) The School must not fail to re-engage a Casual Teacher because the Teacher accessed entitlements provided by this clause. The rights of a School to engage or not to engage a Casual Teacher are otherwise not affected.

### 12.4 Parental Leave

(a) Maternity Leave

(i) Subject to subparagraph (iii) of this paragraph, a teacher who takes unpaid maternity leave of at least fourteen weeks under the Act must be paid an allowance under this clause.

(If a teacher takes a lesser period of leave the allowance shall be reduced accordingly).

(ii) The amount of the allowance for a teacher who takes leave after 1 February, 2007 shall be fourteen weeks pay.

(iii) Where a teacher gives birth to a second or subsequent child following an earlier period of maternity leave and has not returned to work before the birth of the second or subsequent child, the teacher will not be entitled to an additional fourteen weeks payment in accordance with paragraph (a) (i) of this sub-clause. However, the teacher will be entitled to unpaid maternity leave in accordance with the Act.

(iv) The teacher must be paid at the rate the teacher was paid at the time of commencing leave.

(v) The teacher must be paid:

(A) at the usual times and intervals that other teachers are paid at the school, or

(B) if the teacher asks two weeks in advance and the School agrees, in a lump sum.

(vi) The school must pay the first or lump sum payments at the pay period commencing closest to;

(A) six weeks before the anticipated date of birth, or

(B) if birth occurs before the time referred to in (A), the date of the birth; or

(C) if the teacher has not commenced maternity leave at the time
referred to in (A), when the teacher commences leave.

(vii) If a teacher's pregnancy is terminated other than by the birth of a living child:

(A) more than 20 weeks before the anticipated date of birth the teacher is not entitled to the payment;

(B) less than 20 weeks before the anticipated date of birth the teacher is entitled to the payment while she remains on leave.

(viii) The period of maternity leave will not count as a period of service under this Agreement or any statute.

(ix) A teacher shall be required to give notice of the intention to take leave and shall provide other notice and documentation consistent with the provisions of the Act.

(x) Except as varied by this provision, the provisions of the Act pertaining to maternity leave shall apply.

[Notation:

(i) Where possible maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However this does not diminish the right of a teacher to proceed on leave on the date she nominates in accordance with the Act.

(ii) In order to facilitate the desirable practice referred to in (i) above, the school is prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.]

(b) Paternity Leave

(i) A teacher who takes paternity leave shall be entitled to two weeks’ paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the teacher pursuant to sub-clause 12.3 of this Agreement (NB: spouse means a spouse as defined in sub-clause 12.3 Carer's Leave).

(ii) A teacher shall be required to give notice of the intention to take leave and shall provide other notice and documentation consistent with the provisions of the Act.

(c) Adoption Leave

(i) A teacher who takes unpaid adoption leave of at least fourteen weeks for the purpose of adopting any child must be paid an allowance under this clause, providing the leave is taken before the child reaches full-time enrolment age.

(ii) If a teacher takes a lesser period of leave the allowance shall be reduced accordingly. A teacher shall be entitled to an allowance of fourteen weeks’ pay, provided that the paid adoption allowance shall only be payable in
respect of one adopting parent of a child.

(ii) The period of adoption leave will not count as a period of service under this Agreement or any statute.

(iii) A teacher shall be required to give written notice of the approval or other decision to adopt a child and shall provide other notice and documentation consistent with the provisions of the Act.

(d) Parental Leave Entitlement for Casual Teachers

The school must not fail to re-engage a regular casual teacher because:

(i) the teacher or teacher's spouse is pregnant; or

(ii) the teacher is or has been immediately absent on parental leave.

In this clause, a regular casual teacher means a teacher who works for the school on a regular and systematic basis and who has a reasonable expectation of on-going employment on that basis. The rights of the school in relation to engagement and re-engagement of casual teachers are not affected, other than in accordance with this clause.

(e) Right to request

(i) A teacher entitled to parental leave may request the school to allow the teacher:

(A) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(C) to return from a period of parental leave on a part-time basis for the purposes of caring for a child;

to assist the teacher in reconciling work and parental responsibilities.

(ii) The school shall consider the request having regard to the teacher’s circumstances and, provided the request is genuinely based on the teacher’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the school’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) The teacher’s request and the school’s decision made under subparagraphs (i) (B) and (C) of this paragraph must be recorded in writing.
(iv) Where a teacher wishes to make a request under subparagraph (i) (C), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

(f) Communication during parental leave

(i) Where a teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the school shall take reasonable steps to:

(A) make information available to the teacher in relation to any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave; and

(B) provide an opportunity for the teacher to discuss any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave.

(ii) The teacher shall take reasonable steps to inform the school about any significant matter that will affect the teacher’s decision regarding the duration of parental leave to be taken, whether the teacher intends to return to work and whether the teacher intends to request to return to work on a part-time basis.

(iii) The teacher shall also notify the school of changes of address or other contact details which might affect the school's capacity to comply with subparagraph (i).

12.5 Long Service Leave

(a) General Provisions

(i) Except in so far as expressly varied by the provisions of this clause, the provisions of the Long Service Leave Act 1955 (NSW), shall apply to teachers employed by the school under this Agreement.

(ii) For the purpose of this sub-clause 12.5, Long Service Leave, a teacher shall be deemed to have completed a year of service if he or she had been employed for the whole of the term time of that calendar year.

(b) Quantum of Leave

Subject to clause 12.5(c) the amount of long service leave to which a teacher shall be entitled shall:

(i) In the case of a teacher who has completed at least ten years’ service with the same school be:

(A) in respect of ten years’ service so completed, 13 weeks; and

(B) in respect of each additional five years’ service with the school since the teacher last became entitled to long service leave, 10 weeks; and

(C) on the termination of the teacher's employment, in respect of completed service with the school since the teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of two weeks for one year's service.

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

(c) Calculation of Entitlement

Teachers employed in a school

In the case of a teacher whose service with the school began before 1 July 2001, and whose service would entitle the teacher to long service leave under this clause, the amount of long service leave to which such teacher shall be entitled shall be the sum of the following amounts.

(A) The amount calculated on the basis of the provisions of the Long Service Leave Act 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 10.5(b), Long Service Leave, of the Teachers (Independent Schools) (State) Award effective from 29 January 2001 until 31 January 2007.

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

<table>
<thead>
<tr>
<th>Calculation of Entitlement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Teachers employed in a School</td>
<td></td>
</tr>
<tr>
<td>Prior to 31st July 1985</td>
<td>0.866 weeks per year.</td>
</tr>
<tr>
<td>1st August, 1985 to 30th April, 1995</td>
<td>1.05 weeks per year up to 10 years service.</td>
</tr>
<tr>
<td></td>
<td>1.5 weeks per year, or proportion of a year, after 10 years service.</td>
</tr>
<tr>
<td>1st May, 1995 to 28th January, 2001</td>
<td>1.05 weeks per year up to 10 years service.</td>
</tr>
<tr>
<td></td>
<td>2 weeks per year, or proportion of a year, after 10 years service.</td>
</tr>
<tr>
<td>On or after the 29th January, 2001</td>
<td>1.3 weeks per year up to 10 years service</td>
</tr>
<tr>
<td></td>
<td>2 weeks per year, or proportion of a year, after 10 years service.</td>
</tr>
</tbody>
</table>
(d) Conditions of Taking Leave

(i) Where a teacher has become entitled to long service leave in respect of the teacher's service with the school, the school shall give to the teacher and the teacher shall take the leave as soon as practicable having regard to the needs of the school provided always that unless the school otherwise agrees the teacher shall give not less than two school terms' notice of the teacher's wish to take leave and further provided that the school shall give the teacher not less than two school terms' notice of any requirement that such leave be taken.

(ii) Where long service leave is taken so that it commences on the first day after a period of pupil vacation, which falls between school terms, and concludes on the last day prior to a period of pupil vacation which falls between school terms, such long service leave shall be exclusive of the pupil vacation periods occurring prior to and following the period of long service leave. A period of long service leave taken wholly within one term shall also be exclusive of pupil vacation periods adjacent to the period of leave, if the taking of long service leave of less than one term has been approved by the school.

(iii) Where a teacher requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with subclause 12.5(d)(ii) the conditions of that clause shall apply, provided nothing in this paragraph shall affect the provisions of subclause 10.6.

(iv) Where long service leave is not taken in full term periods or in accordance with clause 12.5(d)(ii) it will be inclusive of pupil vacations.

(v) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term [the deferred leave], until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

(e) Long Service and Public Holidays

A period of long service leave shall be inclusive of any public holidays or other pupil vacation periods falling within the period of leave unless the leave is taken in accordance with clause 12.5(d)(ii).

(f) The service of a teacher with the school shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking maternity leave (including paid and unpaid leave in accordance with clause 12.4 Parental Leave) or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

(g) Payment in Lieu of Long Service Leave

(i) Where a teacher takes long service leave for an entire school term, the teacher may request and the school may agree that, in addition to the long service leave, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher, prior to the commencement of the long service leave.

(ii) The payment made by the school in lieu of long service leave in clause
12.5(g)(i) will not exceed five weeks’ salary.

(iii) Any payment in clause 12.5(g)(i) of this subclause will be paid by the school upon the commencement of the teacher’s long service leave, unless otherwise agreed between the teacher and the school.

(iv) Where a payment in lieu of long service leave is paid by the school in accordance with this subclause, a teacher’s entitlements to long service leave will be reduced by the extent of such payment.

12.6 Recognition of Immediate Past Service for the Calculation of Long Service Leave Credits

Where a teacher has utilised the provisions of the previous award, the Teachers (Independent Schools) (State) Award 2004, relating to recognition of prior service with a previous school so that a teacher was entitled to a transferred long service leave accrual with the new school, the obligations on the new school and the entitlement of the teacher (as set out in the previous award) shall continue pursuant to the provisions of this Agreement.

12.7 Compassionate Leave

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

(b) For the purposes of this clause, compassionate leave is paid leave taken by the teacher:

For the purposes of spending time with a person who:

(i) is a member of the teacher’s immediate family or a member of the teacher’s household; and

(ii) has a personal illness, or injury, that poses a serious threat to his or her life; or

(iii) after the death of a member of the teacher’s immediate family or a member of this teacher’s household.

(c) Subject to clauses 12.7(e) and (f), a full time or part time teacher is entitled to a period of two days of compassionate leave for each occasion when a member of the teacher’s immediate family or a member of the teacher’s household (as defined in clause 12.3(a)(iii)):

(i) contracts or develops a personal illness that poses a serious threat to his or her life; or

(ii) sustains a personal injury that poses a serious threat to his or her life.

(d) Subject to clauses 12.7(e) and (f), a full time teacher or part time teacher is entitled to a period of three days of compassionate leave for each occasion when a member of the teacher’s immediate family or a member of the teacher’s household (as defined in clause 12.3(a)(iii)) dies.

(e) A teacher may be required to provide the School with satisfactory evidence of such illness, injury or death.

(f) Subject to clause 12.7(g), a teacher shall not be entitled to compassionate leave under this clause during any period in respect of which the teacher has been granted other leave.
(g) Compassionate leave may be taken in conjunction with leave available under clause 12.3. In determining such a request the School will give consideration to the circumstances of the teacher and the reasonable operational requirements of the School.

12.8 Unpaid Bereavement Leave – Casual Teachers

(a) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in clause 12.3(a)(iii) – Carer’s Leave, provided that a teacher may be required to provide the School with satisfactory evidence of such death.

(b) The School and the casual teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e., two days) per occasion. The casual teacher is not entitled to any payment for the period of non attendance.

(c) The School must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of the School to engage or not engage a casual teacher are otherwise not affected.

12.9 Military Reserve Leave

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

12.10 Examination/Study Leave

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

(a) with pay on the day of any examination required in the course;

(b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

12.11 Jury Service

(a) A full time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the school any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher’s absence from school.

(b) The teacher shall notify the school as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the school a copy of the summons to attend jury duty and a record of payments received as proof of attendance.
12.12 **National Employment Standards (NES) – More Favourable Outcome**

(a) The arrangements regarding personal leave, including sick leave, carer's leave, unpaid carer's, compassionate and bereavement leave, set out in this Agreement are a package of conditions which are, in most circumstances, more favourable than the arrangements provided under the NES in the Act.

(b) There will be some circumstances in which, applying the quantum, crediting and accrual arrangements in the NES will be 'more favourable' to a particular Teacher in a particular situation that the arrangement under this Agreement.

(c) To the extent that the NES provides a more favourable outcome for a Teacher in a particular circumstance in relation to personal/carer's leave, including sick leave, the Teacher will be entitled to the more favourable outcome.

(d) This provision is not intended to reduce the quantum, accrual or crediting arrangements for sick and carer's leave provided for in clause 12. Rather, it operates as a 'no disadvantage' protection.

13. **Teacher Skill Development**

13.1 **Induction**

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.

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.

The school shall provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development. Such statement may form part of a teacher's portfolio pursuant to clause 13.2.

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

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

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

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

(a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the teacher and the Principal or his or her nominee in accordance with any procedures that have been adopted by the school.

(b) Should the matter not be resolved, it may be referred by either party to the Commission, or any other person agreed between the parties, for conciliation.

(c) During the conciliation the Commission may:

(i) arrange conferences of the parties or their representatives at which the Commission is present;
(ii) require the attendance of the parties or their representatives;
(iii) arrange for the parties or their representatives to confer among themselves at conferences at which the Commission is not present; and
(iv) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.

(d) A teacher who is a party to a dispute must, while the dispute is being resolved:

(i) continue to work in accordance with his or her contract of employment, unless the teacher has a reasonable concern about an imminent risk to his or her health or safety; and
(ii) comply with any reasonable direction given by the school to perform other available work, either at the same workplace or at another workplace.

(e) In directing a teacher to perform other available work, the school must have regard to:

(i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that employee or that other work; and
(ii) whether that work is appropriate for the teacher to perform.

15. Superannuation

15.1 Definitions

For the purposes of this clause:

(a) “Basic earnings” shall mean:

(i) the minimum annual rate of salary prescribed from time to time for the employee by clauses 6.1 and 6.5; and
(ii) the amount of any allowance which is prescribed from time to time for the employee by clauses 6.2 and clause 8.3; and
(iii) the amount of all payments made to the employee pursuant to clause 10 Pro Rata Annual Leave Payments.

(b) “Employee” means a teacher to whom this Agreement applies.

(c) “School” means the school of a teacher to whom this Agreement applies.

(d) “Fund” means:

(i) the New South Wales Non-Government Schools Superannuation Fund;

or

(ii) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the school as a fund into which a teacher of that school may elect to have the school pay contributions made pursuant to this Agreement in respect of that employee.

(e) “Casual” means a casual employee as defined in clause 3, Definitions.

15.2 Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each school to each teacher.

15.3 Benefits

(a) Except as provided in clause 15.3(b), (d), (e) (g) and (h), each school shall, in respect of each teacher employed by it, pay contributions into a fund to which the teacher is eligible to belong; and, if the teacher is eligible to belong to more than one fund, the fund nominated by the teacher, at the rate of nine per cent of the teacher's basic earnings.

(b) Where a teacher is absent on sick leave and only entitled pursuant to the provisions of this Agreement to receive payment for such sick leave at half pay, the school's contributions pursuant to this Agreement in respect of that teacher during the period of such sick leave shall be reduced to nine per cent of the half pay to which the employee is entitled.

(c) Subject to clause 15.3(g), contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.

(d) The school shall not be required to make contributions pursuant to this Agreement in respect of an teacher in respect of a period when that teacher is absent from his or her employment without pay.

(e) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

(f) The teacher shall advise the school in writing of the teacher's application to join a fund pursuant to this Agreement.

(g) The school shall make contributions pursuant to this Agreement in respect of:

(i) casual teachers who earn in excess of $1,437.00 during their employment
with the school in the course of any year, running from 1 July to the following 30 June (all such casual teachers are hereinafter called “qualified teachers”); and

(ii) qualified teachers in each ensuing year of employment with the school.

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

(h) Notwithstanding the provisions of paragraph (a) of this subclause, the school shall only be required to contribute superannuation at the rate of 3% in respect of a teacher of seventy years of age or older.

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

(j) When a new teacher commences in employment, the school shall advise the teacher in writing of the teacher’s entitlements under this Agreement within two weeks of the date of commencement of employment and also of the provisions of clause 15.3(e) in the case of a full-time teacher and clause 15.3(g) in the case of a casual teacher.

15.4 Transfers between Funds

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

(a) of the teacher’s application to join the other fund; and

(b) that the teacher has notified the trustees of the teacher’s former fund that the teacher no longer wishes the contributions which are paid on the teacher’s behalf to be paid to that fund.

16. Suspension

Notwithstanding any of the provisions in this Agreement, at the school may suspend a teacher with or without pay while considering any matter which in the view of the school could lead to the teacher’s summary dismissal. Suspension without pay shall not be implemented by the school without prior discussion with the teacher and shall not, except with the teacher’s consent, exceed a period of four weeks.
17. Relationship of Agreement with Award

This Agreement operates to the exclusion of any other industrial instrument (including the Award) that might otherwise apply to the employment of Teachers. Among other things, this means that any protected preserved conditions or protected notional conditions which might otherwise apply are expressly excluded from this agreement, and do not apply to teachers employment.

18. No Extra Claims

(a) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the employees for the life of the Agreement.

(b) It is a term of this Agreement that the employees will not pursue any extra claims, award or over award, or any claims made in lieu of a decision handed down by any commission, court or tribunal, for improvement in wages or other terms and conditions of employment for the duration of this Agreement.

Provided that the appropriate rate of pay for the classification of Professionally Accomplished Teacher shall be the subject of further discussion between the parties pending finalisation of the procedures for access by the NSW Institute of Teachers.

19. Union Representatives

19.1 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.

19.2 The union representative shall be permitted in working hours [other than timetabled teaching time] to interview the employer or the Principal on union business. Such interview shall take place at a time and place convenient to both parties.

19.3 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal. Provided that the union representative gives prior notice to the Principal of the members' intention to meet.

20. Flexibility Clause

20

(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) allowances; and
   (iii) leave loading.

(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.
(2) The employer must ensure that the terms of the individual flexibility arrangement:
   (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
   (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
   (c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that 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, 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.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:
   (a) by giving no more than 28 days written notice to the other party to the arrangement; or
   (b) if the employer and employee agree in writing — at any time.
PART B

MONETARY RATES

Table 1A – Salaries

<table>
<thead>
<tr>
<th>Step</th>
<th>Annual salary from the first full pay period on or after 1 February 2010 ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>46,146</td>
</tr>
<tr>
<td>2</td>
<td>49,140</td>
</tr>
<tr>
<td>3</td>
<td>52,411</td>
</tr>
<tr>
<td>4</td>
<td>55,129</td>
</tr>
<tr>
<td>5</td>
<td>58,124</td>
</tr>
<tr>
<td>6</td>
<td>61,121</td>
</tr>
<tr>
<td>7</td>
<td>64,113</td>
</tr>
<tr>
<td>8</td>
<td>67,111</td>
</tr>
<tr>
<td>9</td>
<td>70,102</td>
</tr>
<tr>
<td>10</td>
<td>73,098</td>
</tr>
<tr>
<td>11</td>
<td>76,095</td>
</tr>
<tr>
<td>12</td>
<td>79,093</td>
</tr>
<tr>
<td>13</td>
<td>82,087</td>
</tr>
</tbody>
</table>

Senior Teacher Level 1

<table>
<thead>
<tr>
<th>Fpp 1 Feb (3%)</th>
<th>Fpp 1 July (2%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>83,867</td>
<td>85,544</td>
</tr>
</tbody>
</table>
### Table 1B - Allowances for Promotions Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Annual Allowances from the first full pay period on or after 1 February 2010 (4%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Senior Teacher Level 2</td>
<td>6,793</td>
</tr>
<tr>
<td>Co-ordinator 1</td>
<td>6,793</td>
</tr>
<tr>
<td>Co-ordinator 2</td>
<td>13,586</td>
</tr>
<tr>
<td>Co-ordinator 3</td>
<td>20,379</td>
</tr>
</tbody>
</table>

**Assistant Principal - Secondary**

<table>
<thead>
<tr>
<th>Enrolment</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>201-300</td>
<td>24,373</td>
</tr>
<tr>
<td>301-600</td>
<td>27,012</td>
</tr>
<tr>
<td>601-900</td>
<td>29,646</td>
</tr>
<tr>
<td>901+</td>
<td>32,277</td>
</tr>
</tbody>
</table>

**Assistant Principal - Primary**

<table>
<thead>
<tr>
<th>Enrolment</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>201-250</td>
<td>19,475</td>
</tr>
<tr>
<td>251-400</td>
<td>21,864</td>
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<tr>
<td>401-600</td>
<td>24,374</td>
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<tr>
<td>601-800</td>
<td>27,012</td>
</tr>
<tr>
<td>801+</td>
<td>29,646</td>
</tr>
</tbody>
</table>
Table 1C - Directors Allowances

<table>
<thead>
<tr>
<th>Units</th>
<th>Annual Allowance from the first full pay period on or after 1 February 2010 (4%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 0-25 Children</td>
<td>$5,467</td>
</tr>
<tr>
<td>2 26-50 Children</td>
<td>$6,675</td>
</tr>
<tr>
<td>3 51-75 Children</td>
<td>$8,332</td>
</tr>
<tr>
<td>4 76 plus Children</td>
<td>$10,408</td>
</tr>
</tbody>
</table>
### Table 2 - Other Rates and Allowances

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Clause No.</th>
<th>Brief Description</th>
<th>Allowance from the first full pay period on or after 1 February 2010 (4%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>1.</td>
<td>6.2</td>
<td>Full-time Teacher - teaching classes of children with disabilities</td>
<td>2,524 per annum 96.82 per fortnight</td>
</tr>
<tr>
<td>2.</td>
<td>6.2</td>
<td>Part-time and Casual Teachers – teaching classes of children with disabilities</td>
<td>12.39 per day</td>
</tr>
<tr>
<td>3.</td>
<td>6.8</td>
<td>Own Car Allowance: Where use authorised by the school</td>
<td>0.58 per km</td>
</tr>
</tbody>
</table>
Table 3 - Casual Rates (Daily, Half Daily, Pre-school Only Quarter Day)

<table>
<thead>
<tr>
<th>Step Level</th>
<th>Full Day $</th>
<th>Half Day $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>237.52</td>
<td>118.76</td>
</tr>
<tr>
<td>Step 2</td>
<td>252.93</td>
<td>126.46</td>
</tr>
<tr>
<td>Step 3</td>
<td>269.76</td>
<td>134.88</td>
</tr>
<tr>
<td>Step 4</td>
<td>283.75</td>
<td>141.88</td>
</tr>
<tr>
<td>Step 5</td>
<td>299.17</td>
<td>149.58</td>
</tr>
<tr>
<td>Step 6</td>
<td>314.59</td>
<td>157.30</td>
</tr>
<tr>
<td>Step 7</td>
<td>329.99</td>
<td>165.00</td>
</tr>
<tr>
<td>Step 8</td>
<td>345.42</td>
<td>172.71</td>
</tr>
</tbody>
</table>
ATTACHMENT A - Teacher Classifications

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

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

(i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers’ College and the New South Wales Conservatorium of Music; or

(ii) A teacher who has satisfactorily completed a four years’ diploma of Art course that incorporates the equivalent of a one year’s full-time course in teacher education at a recognised higher education institution; or

(iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;

(iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;

(v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.

(b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:

(i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or

(ii) A teacher who was a Three Years Conditionally Classified Teacher prior to the making of this Agreement and 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; or

(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.

(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; or
(c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:

(i) A teacher who was a Two Years Conditionally Classified Teacher prior to the making of this Agreement and who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or

(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

(ii) Provided that a teacher who was not otherwise classified pursuant to the Award prior to the making of this Agreement, shall be deemed to be a Two Years Trained Teacher.
ATTACHMENT B –

Particular Conditions of Pre-School Teachers

1. **Introduction**

If the school operates a pre-school, the conditions of this Agreement shall apply to teachers in the school’s pre-school subject to the modifications contained in this clause.

2. **Definitions**

   (a) “Two Years Trained Teacher” means, in the case of a preschool teacher, a teacher who has completed a two years full-time course of study in Early Childhood Education at a recognised higher education institution provided further a teacher employed in a pre-school who is not classified as a Three Years Trained Teacher or a Four Years Trained Teacher shall be paid as a Two Years Trained Teacher.

   (b) “Director” means the teacher employed in the pre-school who is responsible for the day to day operation of the pre-school.

   (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 which does not at any time exceed 25 children, but which need not necessarily consist of the same children at all times.
3. **Payment of Casual Teachers**

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

4. **Calculation of Service for Pre-School Teachers**

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

(i) Any employment as a full-time employee (including employment as a temporary full-time employee) shall be counted as service.

(ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours worked by the teacher in any year bears to the normal number of hours worked by a full-time teacher at the pre-school in the same year, provided that a period of part-time service shall count as service in the proportion that the part-time employment bears to full-time employment in that occupation.

(iii) The amount of service of a casual teacher employed in an ECS Centre shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the teacher in any year bears to the normal number of days worked by a full-time teacher at the ECS Centre in the same year.

(b) For the purpose of this clause, a period of service other than service within paragraph 4(a) of this clause, shall be counted as service in accordance with the following principles:

(i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Coordinator or equivalent shall be recognised as service;

(ii) A period of service as a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations), and a Child Care Certificate worker or equivalent, shall be recognised as service at the rate of one increment for each completed three years so engaged to a maximum of four increments.

5. **Directors**

A teacher appointed to the position of Director in the pre-school shall be paid the allowance for the position as set out in Part B, Table 1C in addition to the salary applicable to the appointee (as set out in Table 1A).
6. **Long Service Leave - Quantum of Leave and Calculation of Entitlement for Teachers Employed in a Pre-School**

The amount of long service leave to which a teacher employed in the pre-school shall be entitled is as follows:

(i) An amount calculated on the basis of the Long Service Leave Act in respect of the period of service before 1 January, 1998 and

(ii) After 1 January 1998, in the case of a pre-school teacher who has completed at least ten years of service with the same school be in respect of ten years of service so completed 10.5 weeks.

(iii) For the period from 1 January 1998 to 31 December 1998, a pre-school teacher who has completed ten years' service at 1 January 1998, shall accrue leave on the basis of 1.05 weeks per annum.

(iv) For the period from 29th January, 2001, a pre-school teacher who has completed ten years' service at 29th January, 2001, shall accrue leave on the basis of 1.3 weeks per annum.

(v) Subject to clauses 6.5(h)(i), (ii), (iii) and (iv), after 1 January 1999, in respect of each additional seven years' service with the school since the teacher last became entitled to long service leave, 10.5 weeks.

(vi) In the case of a teacher who has completed with the school five years of service as an adult as of 1 May, 1997 and whose services are terminated by the school for any reason other than misconduct or cease for any other reason, be a proportionate amount on the basis of clause 6.5(h)(i) for service before 1 January 1998 and clause 6.5(h)(ii) and (iii) for service after 1 January 1998 and clause 6.5(h)(iv) for service after 29th January, 2001.

### Calculation of Entitlement

**Teachers employed in a Pre-School**

<table>
<thead>
<tr>
<th>Period</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to 31st December 1997</td>
<td>0.866 weeks per year.</td>
</tr>
<tr>
<td>1st January, 1998 to 31 December, 1998</td>
<td>1.05 weeks per year.</td>
</tr>
<tr>
<td>1st January, 1999 to 28th January, 2001</td>
<td>1.05 weeks per year up to 10 years service.</td>
</tr>
<tr>
<td></td>
<td>1.5 weeks per year, or proportion of a year, after 10 years service.</td>
</tr>
<tr>
<td>On or after the 29th January, 2001</td>
<td>1.3 weeks per year up to 10 years service</td>
</tr>
<tr>
<td></td>
<td>1.5 weeks per year, or proportion of a year, after 10 years service</td>
</tr>
</tbody>
</table>

7. **Terms of Engagement**

(a) **Crib Break**

Not more than 30 minutes nor less than 20 minutes shall be allowed to teachers each day for a midday crib break. Such crib break shall be counted as time worked.
Provided however that a teacher may, by agreement with the school, leave the premises during the crib break. Where such reasonable request has been made by the teacher, the school shall give favourable consideration to any such request. Such time away from the premises shall not count as time worked.

(b) First Aid Certificate

(i) Teachers shall be required to obtain and maintain an approved first aid certificate.

(ii) A teacher employed in the pre-school will attend such first aid courses in the teacher’s own time.

(c) Part-Time Teachers.

NB - also see other relevant provisions of this Agreement.

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

8. **Superannuation**

In the case of a teacher employed in the pre-school, the school shall make available both HESTA, Health Employees Superannuation Trust Australia, and the New South Wales Non-Government Schools Superannuation Fund
ATTACHMENT C

CONSULTATION AND REDUNDANCY

1.1 This Part shall apply in respect of full-time and part-time teachers employed in the classifications specified by the Agreement.

1.2 The provisions of Clauses 4 and 5 of this Part shall only apply to the school if it employs 15 or more teachers immediately prior to the termination of employment of teachers.

1.3 Notwithstanding anything contained elsewhere in this Agreement, the provisions of Clauses 4 and 5 of this Part shall not apply to teachers with less than one year’s continuous service.

1.4 The provisions of Clauses 4 and 5 of this Part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual teachers, apprentices or teachers engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

2. SCHOOLS DUTY TO NOTIFY AND DISCUSS

2.1 Where the school has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on teachers, the school shall notify its decision to the teachers who may be affected by the proposed changes, and the union to which they belong.

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

3. DISCUSSIONS WITH TEACHERS AND THEIR REPRESENTATIVES

3.1 The school shall discuss with the teachers affected by the introduction of such changes, and the union to which they belong, the introduction of the changes, the likely effect on the teachers, and the measures taken to avert or mitigate the adverse effects of such changes, as soon as is practicable after the school has made the decision outlined in subclause 2.1.

3.2 The teachers may appoint a representative for the procedures outlined in this Part. If a teacher appoints, or teachers appoint, a representative for the purposes of consultation and teacher or teachers advise the school of the identity of the representative, the school must recognise that representative. Where a teacher is a member of a union, the union will be that teacher’s representative unless the teacher appoints another person or revokes the union’s status as their representative.
3.3 For the purposes of those discussions the school shall provide, in writing, to the teachers concerned all relevant information about the proposed changes, including the reasons for, and the nature of, the proposed changes, the number and categories of teachers likely to be affected, information about the expected effects of the changes on the teachers, and any other matters likely to affect the teachers. This information shall be provided as soon as soon as practicable after the school has made the decision outlined in subclause 2.1, provided that any school shall not be required to disclose confidential or commercially sensitive information.

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

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

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

4.1.1 In order to terminate the employment of a teacher, the school shall give to the teacher the following notice:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year and less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years and less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

4.1.2 In addition to the notice above, teachers over 45 years of age at the time of the giving of the notice with not less than two years’ continuous service, shall be entitled to an additional week’s notice.

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

4.2 **Notice for Technological Change**

This paragraph sets out the notice provisions to be applied to terminations by the school for reasons arising from ‘technology’ in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an teacher the school shall give to the teacher three months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the school for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

4.3 **Time off during the notice period**

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

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

4.4 **Employee leaving during the notice period**

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

4.5 **Statement of employment**

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

4.6 **Notice to Commonwealth Employment Service**

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

4.7 **Department of Social Security Employment Separation Certificate**

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

4.8 **Transfer to lower paid duties**

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

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

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

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

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

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

5.1.3 ‘Weeks Pay’ means the all purpose rate of pay for the teacher concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances provided for in the relevant Agreement.

5.2 **Incapacity to Pay**

Subject to an application by the school and further order of the Industrial Relations Commission, an school may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

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

5.3 **Alternative Employment**

Subject to an application by the school and further order of the Industrial Relations Commission, an school may pay a lesser amount (or no amount) of
severance pay than that contained in subclause 5.1 if the school obtains acceptable alternative employment for a teacher.
### Attachment D – Schools covered by this Agreement

<table>
<thead>
<tr>
<th>Enterprise Name</th>
<th>School Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Al Amanah College Incorporated</td>
<td>Al Amanah College</td>
</tr>
<tr>
<td>Ananda Marga Pracaraka Samgha Pty Ltd</td>
<td>Vistara Primary School</td>
</tr>
<tr>
<td>Byron Community Primary School Inc</td>
<td>Byron Community Primary School</td>
</tr>
<tr>
<td>Campbelltown Anglican Schools Corporation</td>
<td>Broughton Anglican College</td>
</tr>
<tr>
<td>Campbelltown Anglican Schools Corporation</td>
<td>St Peter's Anglican Primary School</td>
</tr>
<tr>
<td>Casuarina School Co-operative Ltd</td>
<td>Casuarina Steiner School</td>
</tr>
<tr>
<td>Co As It Italian Association of Assistance</td>
<td>Italian Bilingual School</td>
</tr>
<tr>
<td>Coogee Boys Preparatory School Pty Ltd</td>
<td>Coogee Boys Prep School</td>
</tr>
<tr>
<td>Eastern Suburbs Montessori Association Limited</td>
<td>Montessori East - Bondi</td>
</tr>
<tr>
<td>Elonera Ltd</td>
<td>Elonera Montessori School</td>
</tr>
<tr>
<td>Elouera Cootamundra Association Inc</td>
<td>Elouera Special School</td>
</tr>
<tr>
<td>Feza Foundation Limited</td>
<td>Sule College</td>
</tr>
<tr>
<td>Glenaeon Rudolf Steiner School Limited</td>
<td>Glenaeon Rudolf Steiner School</td>
</tr>
<tr>
<td>Kesser Torah College Limited</td>
<td>Kesser Torah College</td>
</tr>
<tr>
<td>Lakes Grammar – An Anglican School Board</td>
<td>Lakes Grammar – An Anglican School</td>
</tr>
<tr>
<td>Loreto Kirribilli Association Incorporated</td>
<td>Loreto - Kirribilli</td>
</tr>
<tr>
<td>Lutheran Primary School Wagga Wagga Limited</td>
<td>Lutheran Primary School Wagga Wagga Ltd</td>
</tr>
<tr>
<td>Manning River Centre for Rudolf Steiner Education Ltd</td>
<td>Manning River Steiner School</td>
</tr>
<tr>
<td>Moama Anglican Grammar School Ltd</td>
<td>Moama Anglican Grammar School</td>
</tr>
<tr>
<td>Mosman Church of England Preparatory School Limited</td>
<td>Mosman Church of England Prep School</td>
</tr>
<tr>
<td>Noor Al Houda Islamic College Pty. Ltd.</td>
<td>Australian International Academy, Sydney</td>
</tr>
<tr>
<td>Shearwater The Mullumbimby Steiner School Inc</td>
<td>Shearwater Steiner School</td>
</tr>
<tr>
<td>Southside Montessori Society</td>
<td>Southside Montessori School</td>
</tr>
<tr>
<td>St John's Lutheran School Jindera Incorporated</td>
<td>St John's Lutheran School - Jindera</td>
</tr>
<tr>
<td>St Paul's College Ltd</td>
<td>St Paul's College</td>
</tr>
<tr>
<td>St Paul's Lutheran Primary School Henty Incorporated</td>
<td>St Paul's Lutheran Primary School</td>
</tr>
<tr>
<td>Sutherland Shire Montessori Society</td>
<td>Sutherland Shire Montessori School</td>
</tr>
<tr>
<td>Woodbury Autism Education and Research Limited</td>
<td>Woodbury Autism Education and Research</td>
</tr>
</tbody>
</table>
Signing Page

EXECUTED as an agreement.

SIGNED for and on behalf of [Full Name of Employer School] by an authorised officer in the presence of

---------------------------------------------
Signature of authorised officer

Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held

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

---------------------------------------------
Signature of authorised officer

Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held