

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA08/3

**TITLE: Teachers' Enterprise Agreement 2007-2010 for  
The Members of the Board of Wahroonga Preparatory School**

**I.R.C. NO:** IRC7/2239

**DATE APPROVED/COMMENCEMENT:** 10 January 2008 / 1 February 2008

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 14 March 2008

**DATE TERMINATED:**

**NUMBER OF PAGES:** 43

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all teachers employed by The Members of the Board of Wahroonga Preparatory School, located at 61 Coonanbarra Road, Wahroonga NSW 2076 who fall within the coverage of the Teachers (Independent Schools) (State) Award 2007.

**PARTIES:** Association of Independent Schools of NSW Limited -&- the New South Wales Independent Education Union

# PART A – Application and Operation

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## 1. Title

This Agreement shall be known as the Teachers' Enterprise Agreement 2007 – 2010 for The Members of the Board of Wahroonga Preparatory School.

## 2. Arrangement

This Agreement is arranged as follows:

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### 3. Definitions

For the purpose of this Agreement:

- (a) **Act** means the *Industrial Relations Act 1996* (NSW);
- (b) **Award** means the *Teachers (Independent Schools) (State) Award 2007*;
- (c) **Casual Teacher** means a Teacher who is engaged on a casual basis for a period not exceeding four weeks. Provided that such casual engagement may continue beyond four weeks for a further four weeks where the Casual Teacher is replacing a Teacher absent for a period which extends beyond four weeks (and such longer absence was not anticipated when the Casual Teacher was engaged);
- (d) **Classroom Excellence** means the level of competence achieved by a Teacher who is accredited at Professional Accomplishment level under the Institute Act and has been assessed by ISTAA as meeting the ISTAA Classroom Excellence standards;
- (e) **Commission** means the Industrial Relations Commission of New South Wales;
- (f) **Experienced Teacher** means a Teacher who is accredited at Professional Competence level under the Institute Act, has maintained that level of accreditation for at least five full time equivalent years and has been assessed by ISTAA as meeting the ISTAA Experienced Teacher standards (as agreed between the Union and the Association of Independent Schools), subject to the provisions of **clauses 7.2(c) to 7.3(b)**
- (g) **Full-Time Teacher** means any Teacher other than a Casual, Part-Time, or Temporary Teacher;
- (h) **Institute** means NSW Institute of Teachers;
- (i) **Institute Act** means the *Institute of Teachers Act (2004)*;
- (j) **ISTAA** means the Independent Schools Teachers Accreditation Authority;

- (k) **Leadership Duties** means duties assigned to a Teacher who is appointed to a position of leadership as described below:
- (i) **Leadership Position Level 1** is a position of responsibility to which a Teacher is appointed by the School in a primary or secondary department. The Teacher who is appointed may be:
    - (A) responsible for the co-ordination of a program of work in an area of instruction;
    - (B) required to assist other members of the school executive; or
    - (C) required to perform other leadership duties as determined by the Principal;
  - (ii) **Leadership Position Level 2** is a position of responsibility to which a Teacher is appointed by the School whose duties are to co-ordinate and supervise an area of instruction as determined by the Principal (eg secondary Head of Department with more than 2000 hours per annum);
  - (iii) **Leadership Position Level 3** is a position of responsibility to which a Teacher is appointed by the School. The Teacher who is appointed may be:
    - (A) responsible to the Principal for the supervision of Teachers in other leadership positions;
    - (B) responsible to the Principal for the co-ordination and supervision of the academic program of the school; and/or
    - (C) performing the role of Director of Studies or Deputy Principal in a small school; and/or
    - (D) required to perform other duties as determined by the Principal;
  - (iv) **Leadership Position Level 4** is a position of responsibility to which a Teacher is appointed by the School. The Teacher who is appointed assists the Principal in the conduct and organisation of the school (eg Deputy Principal in a large school);
- (l) **New Scheme Teacher** means:
- (i) a person employed to teach in New South Wales for the first time on or after 1 October 2004 because they are a new graduate or because their experience prior to 1 October 2004 was interstate or overseas, and/or
  - (ii) a person with tertiary or teaching qualifications as prescribed by the *Institute of Teachers Regulations 2005* (NSW) and who returns to teaching after 1 October 2004 following a period of at least 5 years' absence as determined by the Institute.
- (m) **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.
- (n) **Professional Competence** means the standards of professional competence met, and the accreditation maintained, as required by the Institute.
  - (o) **Recognised School** means a school registered under the provisions of the Education Act 1990 or any recognised special school within the meaning of the Act or school for students with disabilities.

- (p) **School** means The Members of the Board of Wahroonga Preparatory School;
- (q) **Teacher** means a person employed as a teacher at the School;
- (r) **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 a temporary basis unless the Teacher is advised in writing at the point he or she is offered the position that it is temporary. A Teacher shall not be employed on a temporary basis for the purpose of probation.

- (s) **Transition Scheme Teacher** means an existing Teacher without subject or teaching qualifications who is required to achieve accreditation at Professional Competence level in accordance with the Institute Act; and
- (t) **Union** means the New South Wales Independent Education Union.

## 4. Scope and Parties Bound

### 4.1 Parties Bound

This Agreement is made in accordance with:

- (a) the provisions of sections 32-47 of the Industrial Relations Act 1996; and,
- (b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

Subject to **clause 4.2**, the parties to this Agreement are:

- (a) The Members of the Board of Wahroonga Preparatory School; and
- (b) the Union and its officers and members,

in respect of all work done by Teachers (including Casual, Temporary and Part-Time Teachers) for the School.

### 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 and school 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.

#### **4.3 The Enterprise**

The Enterprise for which this Agreement was made is, Wahroonga Preparatory School , located at 61 Coonanbarra Rd, Wahroonga NSW 2076.

#### **4.4 Intention**

This Agreement shall only apply to employees included in clause 4.1 and excludes the employees listed in clause 4.2.

#### **4.5 Duress**

This Agreement was not entered into under duress by any party to it.

#### **4.6 Incidence**

The agreement shall regulate totally the terms and conditions of employment previously regulated by the *Teachers (Independent Schools) (State) Award 2007*

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

#### **5.1 Commencement**

This Agreement commences on and from 1 February 2008 ('**Commencement Date**') and the nominal expiry date of the Agreement is 31 January 2010.

#### **5.2 Further Agreement**

- (a) The parties acknowledge that they have reached agreement on the terms of this Agreement which the parties wish to operate for a period of four years, until 31 January 2011.
- (b) In order to give effect to those intentions, subject to the *Industrial Relations Act 1996*, the parties intend to:
  - (i) enter into a new agreement in the terms of this Agreement to operate from 1 February 2010 to 31 January 2011 (varied only in respect of machinery provisions regarding the commencement date and period of operation of the new agreement); and
  - (ii) terminate this Agreement by agreement on 1 February 2010.
- (c) The parties will take all steps necessary to give effect to the arrangement set out in **clause 5.2(b)** above.

# PART B – Dispute Resolution and Representation

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## 6. Disputes Procedure and Union Representatives

### 6.1 Disputes Procedure

- (a) Subject to the provisions of the Act, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.
- (b) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Teacher and the Principal or his/her nominee in accordance with any procedures that have been adopted by the School.
- (c) If no agreement is reached and if the Teacher seeks assistance from the Union or another person, the matter will be referred to the Association of Independent Schools by the Union or that person shall be dealt with in accordance with the AIS/IEU agreement in **Schedule 3**.
- (d) Should the matter not be resolved, it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.

### 6.1 Union Representatives

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

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## 7. Classifications and Salary Scales

### 7.1 Classifications

Subject to the translocation arrangements in **clause 7.5**, all Full-Time, Part-Time, Temporary and Casual Teachers shall be classified by the School in three bands:

- (a) Band 1 – New and Transition Scheme Teachers;
- (b) Band 2 – Professional Competence Accredited Teachers;
- (c) Band 3 – Experienced Teachers.

### 7.2 Progression

A Teacher will progress in the three defined bands as follows:

- (a) New Scheme Teachers and Transition Scheme Teachers will commence in Band 1;
- (b) A Teacher will progress to Band 2 from the first pay period on or after the 1 February immediately after the Teacher achieves Professional Competence accreditation under the *Institute Act*;
- (c) Subject to **clause 7.3** a Teacher will progress to Band 3 from the first pay period on or after the 1 February immediately after the Teacher has:
  - (i) achieved accreditation at Professional Competence level as required under the *Institute of Teachers Act 2004* and maintained that level of accreditation for at least five full-time equivalent years of service in the case of Teachers for whom such accreditation is required; and
  - (ii) been assessed by ISTAA as meeting the ISTAA Experienced Teacher standards.

### 7.3 Full-Time Equivalent Service

- (a) For the purpose of this clause, full-time equivalent service means teaching service equivalent to full-time teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia. For the purpose of calculating service:
  - (i) Any employment as a Full-Time Teacher (including employment as a Temporary Full-Time Teacher), shall be counted as service;
  - (ii) The amount of service of a Part-Time Teacher (including a Temporary Part-Time Teacher) shall be calculated by reference to the ratio which the number of hours taught by the Teacher in any year bears to the normal number of hours taught by a Full-Time Teacher at the School in the same year;
  - (iii) The amount of service of a Casual Teacher shall be calculated on the basis that 204 casual days are equivalent to one year of full-time teaching service.
- (b) For the purpose of calculating the full-time equivalent years of service referred to in **clause 7.2** periods of leave without pay and parental leave shall not count as service.
- (c) In order to establish, to the satisfaction of the School, the previous full-time equivalent service of a Teacher, the Teacher shall provide documentation to establish the Teacher's

qualifications and length of service in schools as provided in **clause 7.3 (a) and (b)**. The period so established shall be taken to be the length of such service.

- (d) The length of service specified in **clause 7.3 (c)** above will be used to assess what the appropriate classification of the Teacher would have been as at 31 December 2006 under the salary scale in the Award.

#### **7.4 Salary Scale for New Scheme Teachers who are new Graduates (Commence Employment for the first time after 1 January 2008), or Transition Scheme Teachers**

- (a) The salary scales in Table 1 of Schedule 1 apply to all New Scheme Teachers who are new graduates (commence employment for the first time after 1 January 2008), or Transition Scheme Teachers employed after 1 January 2008.
- (b) The minimum annual rate of salary payable to Teachers referred to in **clause 7.4 (a)** from 1 February 2008 shall be the relevant rate in Band 1 as set out in Table 1 of Schedule 1.

#### **7.5 Translocation Salary Scale for Teachers other than Teachers covered by subclause 7.4.**

- (a) The salary scales in Table 2 of Schedule 1, Translocation Salary Scales apply to all Teachers other than those specified in **clauses 7.4**.
- (b) Teachers who were classified as at 31 December 2006 as Step 5 or Step 6 on the salary scale in the Award will be deemed to be in Band 1.
- (c) Teachers who were classified as at 31 December 2006 as any of Steps 7 to 11 on the salary scale in the Award will be deemed to be in Band 2
- (d) Teachers who were classified as at 31 December 2006 as Step 12, Step 13 or ST1 on the salary scale in the Award will be deemed to be in Band 3.
- (e) The minimum annual rate of salary as set out in Table 2 of Schedule 1 applies to a Teacher based on the classification of the Teacher as at 31 December 2006 under the salary scale in the Award, with the entitlement to such minimum annual salary commencing on the date specified at the top of the column in which the salary is shown. To calculate the applicable salary, provided the Teacher completes a year of full-time equivalent service in each year, read **across** the salary scale horizontally from the classification step of the Teacher as at 31 December 2006 (first column).
- (f) Provided that a Teacher to whom this **clause 7.5** applies, who has not completed a year of full-time equivalent service on the step on which they were classified on 31 December 2006 as at 1 February 2007; or who will not complete a year of full-time equivalent service after 1 February in any year during the life of the Agreement, shall determine their minimum annual salary as set out in **clause 7.5(e)** by the following method:
  - (i) The Teacher shall use their classification on 31 December 2006 under the salary scale in the Award [step level in 2006] reading **across** the salary scale horizontally to the column for the appropriate year to determine their position on the salary scale. If the Teacher has not completed a full-time equivalent year of service as at 1 February in any year in the period since 1 February in the previous year, the Teacher shall not move horizontally across the relevant row but shall move to the same step level in the column for the appropriate year.

- (ii) On completion of a year of full-time equivalent service [Teacher's anniversary date], in that year or a subsequent year, the Teacher shall move to the next step level above their current step level in the column for that year or the appropriate year.

**Example – Full Time Teacher who is entitled to progress (completes a year of service) in July each year:**

A Teacher on Step 7 of the Award in 2007 who would have been entitled to progress to Step 8 in July 08 will be remunerated as follows:

On the first full pay period on or after 1 February 2008, the Teacher will commence on a salary of \$61,216. On completion of another year of full-time equivalent service on the Teacher's anniversary date [1 July 08], the Teacher's salary will increase to \$64,373. On the first full pay period on or after 1 February 2009 the Teacher's salary will increase to \$69,480. On completion of another year of full-time equivalent service on the Teacher's anniversary date [1 July 09], the Teacher's salary will increase to \$70,169. On the first full pay period on or after 1 February 2010, the Teacher's salary will increase to \$76,278.

Step level in 2007 as determined by State Award	Column 2 Rates effective from the first full pay period on or after 1 February 2008	Equivalent Step level in State Award 2008	Column 3 Rates effective from the first full pay period on or after 1 February 2009	Equivalent Step level in State Award 2009	Column 4 Rates effective from the first full pay period on or after 1 February 2010	Equivalent Step level in State Award 2010
6	61,216	7	69,480	8	76,278	9
7	64,373	8	70,169	9	76,278	10
8	66,331	9	72,641	10	79,905	11

**Example – Part-Time Teacher employed on a 0.5 load who is entitled to progress on the School Service Date every second year:**

A Teacher who is employed to work 0.5 and who commenced on the equivalent of Step 9 of the Award on the School Service Date in 2008 has one more year of service at 0.5 to complete a year of full-time equivalent service in order to progress to Step 10. This Teacher shall be remunerated over the life of the Agreement as follows:

On the first full pay period on or after 1 February 2008, the Teacher will commence on a pro rata salary calculated using a full time equivalent salary of \$66,331.

On the first full pay period on or after 1 February 2009 the Teacher's salary will increase to pro rata of \$70,169. On the first full pay period on or after 1 February 2010 the Teacher's salary will increase to pro rata of \$76,278.

<i>Equivalent Step level in State Award 2007</i>	<i>Column 2 Rates effective from the first full pay period on or after 1 February 2008</i>	<i>Equivalent Step level in State Award 2008</i>	<i>Column 3 Rates effective from the first full pay period on or after 1 February 2009</i>	<i>Equivalent Step level in State Award 2009</i>	<i>Column 4 Rates effective from the first full pay period on or after 1 February 2010</i>	<i>Equivalent Step level in State Award 2010</i>
6		7	69,480	8	76,278	9
7	64,373	8	70,169	9	76,278	10
8	66,331	9	72,641	10	79,905	11
9	69,158	10	75,382	11	79,905	12

(g) Teachers on Steps 9, 10 and 11 in 2006 will only be entitled to progress to Band 3 upon meeting the requirements specified in **clause 7.2 (c)**. For example:

- (i) **Teachers on Step 10 and 11 in 2006** will only be entitled to the relevant minimum salary shown in Column 3 of Table 2 if they have, as at 1 February 2009 met the requirements for progression to Band 3 as set out in **clause 7.2(c)**. If, as at 1 February 2009, the Teacher has not met the requirements for progression to Band 3, the Teacher will remain on the salary of Step 10, Column 2 salary of \$74,233 or the Step 11, Column 2 salary of \$75,894 (as appropriate) with a 4% increase on the first full pay period on or after 1 February. The Teacher will receive a 4% increase each subsequent year on the first full pay period on or after 1 February until the Teacher meets the requirements for progression to Band 3 as set out in **clause 7.2(c)**. Once the requirements for progression to Band 3 are met, the Teacher will be entitled to the relevant salary in Table 2 which applies from the 1 February immediately after the requirements have been met.
- (ii) **Teachers on Step 9 in 2006** will only be entitled to the relevant minimum salary shown in Column 4 of Table 2 if they have, as at 1 February 2010 met the requirements for progression to Band 3 as set out in **clauses 7.2(c)**. If, as at 1 February 2010, the Teacher has not met the requirements for progression to Band 3, the Teacher will remain on the Step 9, Column 3 salary of \$77,238 with a 4% increase on the first full pay period on or after 1 February 2010. The Teacher will remain on Band 2 for the life of the Agreement.

## 7.6 Temporary Teachers

A Temporary Full-Time Teacher shall be paid at the same rate as that prescribed for a Full-Time Teacher with corresponding classification.

## 7.7 Payment of Part-time and Casual Teachers

- (a) A Part-Time Teacher, including a Temporary Part-Time Teacher shall be paid at the same rates as a Full-Time Teacher with the corresponding classification, but in that proportion which the number of hours which are the normal teaching hours bears to the hours a Full-Time Teacher at the School is normally required to teach. If there is no Full-Time Teacher employed at the School, the proportion shall be based upon the number of hours which a Full-Time Teacher at the School would be required to teach if employed.
- (b) The minimum rate of pay for a Casual Teacher shall be the applicable rate set out in Table 3 of Schedule 1 and is inclusive of a 20% loading and is in compensation for annual leave, leave loading, personal leave and redundancy payments. The Teacher will be placed on the appropriate band according to the following:
  - (i) New scheme Teachers employed after 1 October 2004 shall be placed on Band 1 - Table 3 of Schedule 1. Such a Teacher shall be eligible to progress to Band 2 when he or she has met the requirements in **clause 7.2(b)**.
  - (ii) Teachers engaged for the first time before 1 October 2004 with less than 2 years of full-time equivalent service shall be placed on Band 1 - Table 3 of Schedule 1. Teachers engaged for the first time before 1 October 2004 with more than 2 years of full-time equivalent service shall be placed on Band 2 – Table 3 of Schedule 1.
- (c) A Casual Teacher shall be paid for a minimum of half a day.

## 8. Allowances

### 8.1 Classroom Excellence

- (a) Subject to the provisions of this **clause 8**, a Teacher who meets the requirements of Classroom Excellence as defined in **clause 3, Definitions** is entitled to receive an annual Classroom Excellence Allowance in the amount set out in Table 4 of Schedule 1.
- (b) The Allowance will be payable from the first full pay period on or after the Teacher is assessed as meeting the requirements for the Classroom Excellence Allowance.
- (c) If the Teacher is assessed by ISTAA as no longer meeting the ISTAA Classroom Excellence standards or the Teacher's accreditation at professional accomplishment level by the Institute is revoked, the Teacher will cease to be entitled to be paid the Classroom Excellence Allowance from the first full pay period on or after the assessment or revocation.

### 8.2 Leadership Duties Allowance

A Teacher who is appointed to a Leadership Position as defined in **clause 3 (k) Definitions**, will receive an Allowance in the amount set out in Table 4 of Schedule 1 while they are performing the leadership duties.

### 8.3 Acting Up – Leadership Position

If a School appoints a Teacher to act in a Leadership Position for at least ten consecutive school days, the School must pay the Teacher a pro rata amount of the annual Allowance applicable to that position for the period during which the Teacher acts in that position.

### 8.4 Special Education

Teachers employed at the School as at 31 December 2007 who are teaching classes of children with disabilities are entitled to the Allowance provided in Table 5 of Schedule 1, Other Allowances per annum.

Part-Time Teachers employed at the School as at 31 December 2007 who are teaching classes of children with disabilities are entitled to the Allowance provided in Table 5 of Schedule 1, Other Allowances per annum on a pro rata basis.

**Provided that** Teachers employed at the School on and from 1 January 2008 **shall not be** entitled to the Allowance referred to in **clause 8.4** above.

## **8.5 Calculation of Allowances**

The Allowances set out in Table 4 of Schedule 1 are annual allowances. The weekly amount of the allowance shall be ascertained by dividing the annual allowance by 52<sup>1/7</sup>, fortnightly allowances shall be ascertained by multiplying the weekly allowance by two and monthly allowance shall be ascertained by dividing the annual allowance by 12.

## **8.6 Interaction of Allowances**

Any Leadership Position Allowance under **clause 8.2** is inclusive of any Classroom Excellence Allowance to which the Teacher would otherwise be entitled.

# **9. Promotions Positions**

- (a) In a secondary department, a Leadership Position Level 2 must be established where the teaching hours of a programme of work in an area of instruction or activity as determined by the School (e.g., subject or key learning area) exceeds 2,000 hours per annum, or where the position has other duties (of a comparable level) as determined by the Principal.
- (b) The School will ordinarily not reduce the overall number of promotions positions below a number which would have been required by the Award as at the Lodgement Date, subject to stable enrolments, during the life of the Agreement. Where reductions in the number of promotions positions are planned it is agreed that the School will consult with the affected Teacher(s) (and if requested their representative). This discussion shall take place as soon as is reasonably practicable and the School will inform the affected Teacher(s) of the reasons for the proposed reduction and the options available to the affected Teacher(s).

# **10. Other Related Matters**

## **10.1 Payment**

- (a) Weekly salaries shall be ascertained by dividing the annual salaries by 52<sup>1/7</sup>, fortnightly salaries shall be ascertained by multiplying the weekly salary by two and monthly salaries shall be ascertained by dividing the annual salaries by 12.
- (b) The salary payable to any Teacher other than a Casual Teacher, shall be paid fortnightly or monthly (and if monthly, on or around the 15th day of each month, provided that payment is two weeks in advance). The Teacher's first and last instalments will be proportionate if necessary. The School may change both the pay period and date of payment with one term's notice of the intention to change the pay period and a further reminder to Teachers two weeks prior to the date on which the change will be implemented.
- (c) 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.

- (d) 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.

## 10.2 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 **Table 5 of Schedule 1**.
- (b) Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of duties required by the Teacher, shall be reimbursed by the School.

## 10.3 Overpayments

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

# 11. Remuneration

## 11.1 Application

The School may wish to facilitate the provision of salary and benefit packages to individual members of staff covered by this Agreement.

## 11.2 Definitions

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 11.4(c)**.
- (b) **Benefit Value** means the amount specified by the School as the cost to the school of the Benefit provided including Fringe Benefit Tax, if any.
- (c) **Fringe Benefit Tax** means tax imposed by the *Fringe Benefits Tax Act 1986*.

## 11.3 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.

## 11.4 Salary Packaging

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

- (a) the Benefits nominated by the Teacher; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Teacher or under **clause 11.3**, in the absence of an agreement under this clause.
- (c) The available Benefits are those made available by the School from the following list:
  - (i) superannuation;
  - (ii) childcare provided by the School;
  - (iii) other benefits offered by the School.
- (d) The School must advise the Teacher in writing of the Benefit Value before the agreement is entered into.

## 11.5 Impact of Leave

During the currency of an agreement under **clause 11.4**:

- (a) any Teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in **clause 11.4(a)** and **11.4(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 paragraph (b) of **clause 11.4** of this clause  
P = the percentage of salary payable during the leave  
B = Benefit Value  
A = Amount of salary; and
- (d) any other payment under this Agreement, calculated by reference to the Teacher's salary, however described, and payable:
  - (i) during employment; or
  - (ii) on termination of employment in respect of untaken paid leave; or
  - (iii) on death,shall be at the rate of pay which would have applied to the Teacher under **clause 11.3**, in the absence of an agreement under **clause 11.4(a)** and **11.4(b)**.

## 12. Superannuation

### 12.1 Superannuation Contributions

Except as provided in **clause 12.5**, the School must make superannuation contributions in respect of each Teacher of such amount as required to ensure that the School does not incur any superannuation guarantee charge ('SGC') under the *Superannuation Guarantee Administration Act 1992 (Cth)* ('SGAA') and the *Superannuation Guarantee Charge Act 1992 (Cth)*.

In the case of Teachers over 70 years of age for whom the School is not required to contribute the charge percentage, the School will contribute 3% of the Teacher's notional earnings base as defined in **clause 12.2**.

### 12.2 Calculation of Superannuation Contributions

For the purposes of **clause 12.1**, the School will contribute the charge percentage (as defined in the SGAA) (currently 9%) of the notional earnings base for a quarter (as defined in the SGAA) ('Quarter') being the Teacher's 'basic earnings' as defined below.

For the purposes of this clause, 'basic earnings' shall mean in respect of any Quarter:

- (a) the minimum annual rate of salary prescribed from time to time for the Teacher by **clause 7** for any Quarter; and
- (b) the amount of any:

- (i) allowance prescribed from time to time for the Teacher by **clause 8**; and
- (ii) pro-rata annual leave payment made to the Teacher pursuant to **clause 17**;

up to the maximum contribution base, as defined in the SGAA, in respect of any Quarter.

### **12.3 Superannuation Fund**

Subject to **clause 12.5**, the School shall only make superannuation contributions for the benefit of Teachers to the New South Wales Non-Government Schools Superannuation Fund or any other complying superannuation fund for the purposes of the SGAA determined by the School from time to time ('**Relevant Fund**'). **Provided that** the New South Wales Non-Government Schools Superannuation Fund shall be made available by the School to each employee.

### **12.4 Additional Superannuation Contributions**

- (a) Subject to **clause 12.5** below and unless a Teacher has made an election under **clause 25.1** not to receive the additional superannuation contributions provided under this subclause, on and from the first full pay period on or after 1 February 2008, in addition to its obligations under **clause 12.1**, a School must make an additional superannuation contribution in respect of a Teacher, except a Casual Teacher, of:
  - (i) 2.2% of basic earnings for a Teacher with less than 10 years' continuous service with the School; and
  - (ii) 3.5% of basic earnings for a Teacher with 10 or more years' continuous service with the School, per annum, to the Relevant Fund.
- (b) These additional contributions will be paid at such times and periods if any as set out in the Deed for the Relevant Fund, or if not specified in the Deed, then as agreed between the School and Teachers.

### **12.5 Exceptions**

- (a) Unless it is necessary for the purpose of **clause 12.1** in order for the School to avoid paying SGC, a School shall not be required to make contributions pursuant to this Agreement in respect of a Teacher who:
  - (i) is absent from his or her employment without pay, for such period of absence without pay;
  - (ii) earns less than \$450 salary per month; or
  - (iii) is referred to in section 27 of the SGAA.
- (b) In respect of a Teacher who is absent on sick leave at half pay under **clause 18.1(b)**, a School shall only be required to make superannuation contributions in respect of the period of sick leave on half pay based on the salary received by the Teacher during the period of sick leave on half pay.

# PART D – Employment Relationship, Termination of Employment, Redundancy and Related Matters

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## 13. Terms of Engagement

### 13.1 Letter of Appointment

The School shall provide a Teacher (other than a Casual Teacher) on appointment with a letter of appointment stating inter alia the classification band and rate of salary as at appointment, the normal teaching load that will be required, and an outline of superannuation benefits available to Teachers at the School.

### 13.2 Direction

The School may direct a Teacher to carry out such duties as are within the limits of the Teacher's skill, competence and/or training.

### 13.3 Duties

The normal duties of Teachers may include, playground duties, sports duties, attending school camps, retreats, excursions, parent/Teacher and staff meetings, administration and assembly duties, pastoral care duties, school designated professional development training and/or meetings, and the usual extra-curricular activities and, in relation to Teachers appointed to residential positions, the usual residential duties.

A Part-Time Teacher shall undertake the normal duties described above proportional to their face to face teaching load as required by the School over the course of the year. The School will attempt to assist a Part-Time Teacher to meet these requirements by consulting with the Teacher regarding the timing of such commitments

If a Part-Time Teacher is required to attend duties on a day that they do not normally attend and that attendance is in addition to their normal pro rata duties the Teacher shall be paid for such attendance at the casual rate as provided in **Table 3 of Schedule 1**.

In considering pro rata duties regard will be had to whether the Teachers at the School normally perform those duties in addition to or in substitution for teaching duties.

### 13.4 Meal Breaks

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

## 14. Termination of Employment

### 14.1 Notice of Termination

- (a) Subject to **clauses 14.1(c)** and **14.3** the employment of any Teacher (other than a Casual Teacher) may be terminated by:
  - (i) the Teacher giving at least four School term weeks' notice; or
  - (ii) the School giving at least four School term weeks' notice or making a payment of four weeks' salary in lieu of notice or by giving part notice and part payment in lieu of notice equal to four weeks.

- (b) In the case of a Temporary Teacher engaged for a period of one term or less, the notice period will be four term weeks on either side, or the payment of four weeks' salary in lieu of notice.

Provided that such four term weeks' notice shall expire within the School term during which it is given.

- (c) The employment of any Teacher (other than a Casual Teacher) may be terminated at any time during the first six months of the Teacher's employment by:
- (i) the Teacher giving at least two School term weeks' notice; or
  - (ii) the School giving at least two School term weeks' notice or payment of two weeks' salary in lieu of notice.

## **14.2 Forfeiture**

If a Teacher fails to give notice in accordance with **clause 14.1**, the School may deduct an amount equal to the salary for the period of notice not given from any payments to be made to the Teacher on termination, including any annual leave or long service leave payments, and any outstanding balance becomes a debt due.

## **14.3 Summary Dismissal**

The School may dismiss summarily any Teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

## **14.4 Suspension**

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

## **14.5 Statement of Service**

Upon the termination of the employment of a Teacher (other than a Casual Teacher), the School shall provide a statement of service setting out the length of service, the number of classes and range of subjects taught, the promotions positions held, if any, and any special and/or additional duties performed by the Teacher.

## **14.6 Casual Teacher Statement of Service**

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

# **15. Redundancy**

## **15.1 Application**

- (a) This clause shall apply in respect of Full-Time and Part-Time Teachers.
- (b) This clause shall only apply to the School if it employs 15 or more employees immediately prior to the time of a particular redundancy case.
- (c) Notwithstanding anything contained elsewhere in this Agreement, the provisions of this clause shall not apply to Teachers with less than one year's continuous service and the general obligation on the School shall be no more than to give such Teachers an indication of the impending redundancy at the first reasonable opportunity, and to take

such steps as may be reasonable to facilitate the obtaining by the Teachers of suitable alternative employment within the School.

- (d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or in the case of Casual Teachers, or Teachers engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

## 15.2 School's Duty to Notify and Discuss

- (a) Where the School has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Teachers, the School shall notify the Teachers who may be affected by the proposed changes.
- (b) The School shall discuss with the Teachers affected the introduction of such changes and the likely effect on the Teachers and the measures taken to avert or mitigate the adverse effects of such changes.
- (c) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the School's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

## 15.3 Discussion before Terminations

- (a) Where the School has made a definite decision that the School no longer wishes the job a Teacher has been doing to be done by anyone and the decision may lead to the termination of employment, the School shall hold discussions with the Teacher/s directly affected.
- (b) The discussions shall take place as soon as is practicable after the School has made a definite decision which will invoke the provision of **clause 15.3(a)** of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the Teacher/s affected.
- (c) For the purpose of the discussions the School shall, as soon as practicable, provide to the Teacher/s directly affected, all relevant information about the proposed terminations including the reasons for the proposed terminations, number and categories of Teacher/s likely to be affected and the period over which the terminations are likely to be carried out. Provided that the School shall not be required to disclose confidential information the disclosure of which would adversely affect the School.

## 15.4 Notice

- (a) In order to terminate the employment of a Teacher on the basis of redundancy, the School shall give to the Teacher the following notice:

<u>Period of continuous service</u>	<u>Period of Notice</u>
Less than 1 year	1 Week
1 year and less than 3 years	2 Weeks
3 years and less than 5 years	3 Weeks
5 years and over	4 Weeks

- (b) In addition to the notice in **clause 15.4(a)**, 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.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

### **15.5 Time off During the Notice Period**

During the period of notice of termination given by the School under this **clause 15**, a Teacher shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment. The School may request proof of attendance at an interview before payment is made.

### **15.6 Teacher Leaving During the Notice Period**

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

### **15.7 Severance**

Where a Teacher's employment is terminated on the ground of redundancy the School shall pay the following severance pay in respect of a continuous period of service:

<u>Years of Service</u>	<u>Under 45 Years of Age</u>	<u>Over 45 years of age</u>
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 Weeks	5 weeks
2 years and less than 3 years	7 Weeks	8.75 Weeks
3 years and less than 4 years	10 Weeks	12.5 Weeks
4 years and less than 5 years	12 Weeks	15 Weeks
5 years and less than 6 years	14 Weeks	17.5 Weeks
6 years and over	16 Weeks	20 Weeks

'Week's pay' means the salary and any Leadership or Classroom Excellence Allowance paid to the Teacher at the time of termination, divided by 52 <sup>17</sup>.

### **15.8 Alternative Employment**

Despite any other provision in this **clause 15**, where the School obtains acceptable alternative employment for a Teacher, the School will not be required to make any severance payment.

### **15.9 Interaction of this Clause with Termination of Employment Clause**

For the avoidance of doubt, a Teacher will be entitled only to the greater of:

- (a) notice of termination under **clause 14.1**; and
- (b) notice of termination under **clause 15.4** and severance payment under **clause 15.7**,

where the Teacher's employment is terminated on the ground of redundancy.

## 16. Professional Development

- (a) The School is committed to providing teaching staff with professional development courses.
- (b) The School may require a Teacher to attend school designated professional development training and/or meetings for up to 4 days in any calendar year in the week immediately following the end of a school term or the week immediately preceding the commencement of the next school term. Teachers are expected to continue to otherwise prepare or plan for the school year as required in order to meet the expectations of their role.
- (c) The School shall advise Teachers of the dates of any school designated professional development, training and/or meetings, in the preceding year before the end of Term 3.
- (d) Part-Time Teachers may be required to attend professional development training and/or meetings in accordance with the provisions of **clause 13.3, Duties**.
- (e) Teachers accredited by the Institute are required to participate in professional development to maintain their accreditation as prescribed by the Institute.

# PART E – Leave

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## 17. Pro Rata Annual leave

### 17.1 Definitions

For the purposes of this **clause 17**:

- (a) **'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.
- (b) **'Teacher'** means any Teacher other than a Casual Teacher.

### 17.2 Pro-rata Annual Leave Payment

This clause will apply in lieu of the corresponding provisions of the *Annual Holidays Act 1944* (NSW) and notwithstanding any other provisions in this Agreement.

- (a) The provisions of this clause shall apply where:
  - (i) a Teacher's employment ceases;
  - (ii) a Teacher commences employment after the School Service Date;
  - (iii) a Teacher takes approved leave without pay; or
  - (iv) the hours which a Teacher normally teaches at a school have varied since the School Service Date ["a Teacher whose hours have varied"],

and payments shall be made to such Teachers by application of the formula prescribed by either **clause 17.3(a)** or **17.3(b)**, as appropriate, and, if relevant, by the application of the provisions of **clauses 17.5, 17.6** and **17.7** separately or in combination.

### 17.3 Calculation of Payments

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

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

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 and for which the Teacher has been remunerated.

since the anniversary of employment or date of employment in circumstances where a Teacher has been employed by the School for less than one year.

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

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

Where:

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

#### 17.4 Termination of Employment

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

#### 17.5 Teachers Who Commence Employment After The Commencement Of The School Year

- (a) A Teacher who commences employment after the School Service Date 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 17.3** 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.

#### 17.6 Teachers Who Take Approved Leave Without Pay

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

- (a) If the leave without pay commences and concludes in the same school year:
  - (i) subject to **clause 17.6(a)(ii)** below, the payment shall be calculated and made at the conclusion of Term IV of that school year; and
  - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:
    - (A) at the commencement of the leave in respect of that year; and
    - (B) at the end of Term IV in accordance with **clause 17.6(c)**.
- (b) If the leave without pay is to conclude in a school year following the school year in which the leave commenced:

- (i) at the commencement of the leave, a payment shall be calculated and made in respect of the school year in which the leave commences; and
  - (ii) at the end of Term IV in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.
- (c) The payment to be made to a Teacher at the conclusion of Term IV of a school year:
- (i) pursuant to **clause 17.6(a)(ii)(B)**;
  - (ii) or in circumstances where, with the agreement of the School, a Teacher who has been paid pursuant to **clause 17.6(b)(i)** returns from leave during the school year in which the leave commenced and notwithstanding that as a result did not in total exceed 20 pupil days, shall be determined by:
    - (A) applying the formula in **clause 17.63 (b)** as if no payment had been made to the Teacher pursuant to **clause 17.6(a)(ii)(A)** or **clause 17.6(b)(i)**; and
    - (B) deducting from that amount the amount paid to the Teacher pursuant to **clause 17.6(a)(ii)(A)** or **clause 17.6(b)(i)**.
- (d) 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 *Annual Holidays Act 1944 (NSW)*, in respect of a year of employment.

**Notation:**

The School and the Union 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.

## **17.7 Teachers Whose Hours Have Varied**

Where the hours which a Teacher normally teaches at the School have varied since the School Service Date in any school year and the Teacher's employment is to continue in the next school year, the Teacher shall be paid at the conclusion of Term IV or final semester of that year in accordance with the formula provided in **clause 17.3(a)** and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or the first semester in the following school year.

## **17.8 Leave Loading**

- (a) A Teacher who has made an election under **clause 25.1** not to receive additional superannuation contributions will be entitled to the benefits of this **subclause 17.8**. For the avoidance of doubt, a Teacher will not otherwise be entitled to the benefits of this **subclause 17.8**.
- (b) Subject to **clause 17.8(h)**, where a Teacher (other than a Casual Teacher), is given and takes annual leave commencing at the beginning of the school summer vacation each year, the Teacher shall be paid an annual holiday loading in accordance with the **clause 17.8**.
- (c) The loading shall be payable in addition to the payment to the Teacher for the period of the school summer vacation.
- (d) The loading shall be calculated:

- (i) In relation to the period of annual leave to which the Teacher is entitled for the time being under the Workplace Relations Act 1996, at the end of each year of employment; or
- (ii) Where relevant, the period of annual leave calculated under **clause 17.8(h)**.
- (e) The loading shall be the amount payable for the period specified in **clause 17.8(d) and (h)** at the rate of 17.5 per cent of the weekly equivalent of the teacher's annual salary.
- (f) For the purpose of this clause 'salary' shall mean the salary payable to the Teacher at the first day of December of the year in which the loading is payable together with, where applicable, the allowances prescribed by **clause 8**, but not including any other allowances or amount otherwise payable in addition to salary.
- (g) Provided that where **clause 17.8(h)** applies, 'salary' shall mean the salary (together with the allowances prescribed by **clause 8**, but not including any other allowances or amount otherwise payable in addition to salary) payable immediately prior to the payment made to the Teacher pursuant to **clause 17.3(b)**.
- (h) Where a Teacher receives a payment pursuant to **clause 17.3(b)**, including 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 School to work in a full school year.

## 18. Sick Leave

### 18.1 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:

- (a) 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.

- (b) After the first year of service with the School, the period of sick leave shall, subject to **clause 18.2**, not exceed in any year of service 22 working days on full pay and 22 working days on half pay.
- (c) A Teacher shall not be entitled to paid sick leave for any period in respect of which such Teacher is entitled to workers' compensation.
- (d) 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.

- (e) 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.
- (f) The Teacher, if required by the School, complies with **clause 18.3**.

## **18.2 Accumulation of Sick Leave**

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in the first year of service with the School shall not be accumulated;
- (b) 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 a Teacher shall only be entitled to the sick leave accumulated in respect of the four years of continuous service immediately preceding the current year of service.
- (c) The maximum accumulation shall not exceed 80 days on full pay and 80 days on half pay;
- (d) Accumulated sick leave days on full pay shall be taken prior to accumulated sick leave days on half pay;
- (e) Sick leave which accrues to a Teacher at the commencement of a year of service pursuant to **clause 18** shall be taken prior to the taking of any sick leave which the Teacher has accumulated in accordance with this **clause 18.2**.
- (f) A Part-Time Teacher shall accumulate sick leave entitlements pursuant to the provisions of this **clause 18.2** 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.

## **18.3 Medical Evidence Supporting Claim**

- (a) 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.
- (b) 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 **clause 18.3(b)**:
  - (i) The School may arrange a meeting in order to clarify the position with the Teacher. The invitation to the Teacher to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the Teacher to reasonably be able to attend the meeting. The invitation shall also refer to the provisions of this Agreement 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.
  - (ii) After consideration of the Teacher's response, if any, the School may:
    - (A) require further evidence of illness; and/or
    - (B) require the Teacher to provide a medical report from a doctor nominated by the School (at the cost of the School) in relation to:
      - (l) the likely period of absence;

- (II) if relevant, any limitations on the Teacher's ability to perform the requirements of their role;
- (III) if relevant, any services or facilities which may be required to accommodate any such limitations;
- (IV) if relevant, whether the Teacher is likely to be able to perform the requirements of their role in the foreseeable future, or
- (V) to establish eligibility for sick leave  
(and no other information); and/or
- (C) discuss with the Teacher any other action.
- (iii) Where a Teacher fails to attend a meeting as requested by the School pursuant to **clause 18.3(b)(i)** and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in **clause 18.3(b)(ii)**, 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.
- (iv) The Teacher may, if a member of the Union, request that any matter pursuant to this clause be discussed at any stage between the Union and the representative of the School.

## 19. Carer's Leave

### 19.1 Use of Sick Leave

- (a) A Teacher, other than a Casual Teacher, with responsibilities in relation to a class of person set out in **clause 19.1(c)(ii)** who needs the Teacher's care and support, shall be entitled to use in any year, in accordance with this clause, ten days of his or her current and 30 days of his or her accrued sick leave entitlement provided for at **clause 18**, 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.
- (b) The Teacher shall, if required by the School:
  - (i) establish either by production of a medical certificate, or statutory declaration by the Teacher, that the illness is such as to require care by another person; or
  - (ii) establish by production of documentation acceptable to the School or a statutory declaration by the Teacher, 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 clause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this clause is subject to:
  - (i) the Teacher being responsible for the care of the person concerned; and
  - (ii) the person concerned being:-
    - (A) a member of the Teacher's immediate family; or
    - (B) a member of the Teacher's household.

The term 'immediate family' includes:

- (I) 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 genuine domestic basis although not legally married to the person; and
  - (II) 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.
- (d) 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 must have sick leave credits available to the extent of the leave to be taken.
  - (e) Notwithstanding **clause 19.1**, a Part-Time Teacher is only entitled to an amount of carer's leave in the same proportion 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.
  - (f) 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 18 Sick Leave**.

## **19.2 Unpaid Carer's Leave**

A Teacher may elect, with the consent of the School, to take unpaid carer's leave for the purpose of providing care and support to a member of a class of person set out in **clause 19.1(c)(ii)** above who is ill.

## **19.3 Unpaid Carer's entitlement for Casual Teachers**

- (a) Subject to the evidentiary and notice requirements in **clause 19.1(b)** and **clause 19.1(d)** of this Agreement, Casual Teachers are entitled not to be available to attend work, or to leave work if they need to care for a person prescribed in **clause 19.1(c)** of this Agreement who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The School and the Teacher shall agree on the period for which the Teacher will be entitled to not be available to attend work. In the absence of agreement, the Teacher is entitled to not be available to attend work for up to 48 hours (ie. 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 entitlements provided by this clause. The rights of a School to engage or not to engage a Casual Teacher are otherwise not affected.

## **20. Parental Leave**

### **20.1 General**

Teachers are entitled to take parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in that Act.

### **20.2 Maternity Leave**

- (a) Subject to **clause 20.2(c)**, a Teacher who takes unpaid maternity leave under the provisions of the Act must be paid under this **clause 20.2**.

- (b) The amount of paid leave for a Teacher shall be fourteen weeks.
- (c) If a Teacher has taken a previous period of maternity leave, the Teacher is not entitled to the benefit described in this **clause 20.2** for a consecutive period of maternity leave, unless the Teacher returns to work at the School following the previous period of maternity leave. However, the Teacher will be entitled to unpaid maternity leave in accordance with section 266 of Part 7, Division 6 – Parental Leave of the Workplace Relations Act 1996.
- (d) The Teacher must be paid at the rate the Teacher was paid at the time of commencing leave.
- (e) The Teacher must be paid:
  - (i) at the usual times and intervals that other Teachers are paid at the School; or
  - (ii) if requested two weeks in advance by the Teacher, and the School agrees, in a lump sum.
- (f) The School must pay the first or lump sum payments at the pay period commencing closest to:
  - (i) six weeks before the anticipated date of birth; or
  - (ii) if birth occurs before the time referred to in **clause 20.2(f)(i)**, the date of the birth; or
  - (iii) if the Teacher has not commenced maternity leave at the time referred to in **clause 20.2(f)(i)**, when the Teacher commences leave.
- (g) If a Teacher's pregnancy is terminated other than by the birth of a living child:
  - (i) more than 20 weeks before the anticipated date of birth, the Teacher is not entitled to the payment;
  - (ii) less than 20 weeks before the anticipated date of birth, the Teacher is entitled to the payment while she remains on leave.
- (h) The period of maternity leave will not count as a period of service under this Agreement or any statute.
- (i) A Teacher must give notice of the intention to take maternity leave, and provide other notice and documentation, as required by the Act.

*[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 Teacher 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.]

### **20.3 Paternity Leave**

- (a) A Teacher who takes unpaid paternity leave under the provisions of the Act must be paid under this **clause 20.3**.

- (b) A Teacher 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 **clause 19** of this Agreement (NB: spouse means a spouse as defined in **clause 19.1(c)(ii)(B)(I)** (Carer's Leave).
- (c) A Teacher must give notice of the intention to take paternity leave, and provide other notice and documentation, as required by the Act.
- (d) A period of paternity leave will not count as a period of service under this Agreement or any statute.

#### **20.4 Adoption Leave**

- (a) A Teacher who takes unpaid adoption leave under the provisions of the Act must be paid under this **clause 20.4**.
- (b) A Teacher shall be entitled to fourteen weeks' paid leave for the purpose of adopting an eligible child as defined in the Act provided that if the Teacher takes a period of adoption leave under the Act which is less than fourteen weeks, the Teacher shall be entitled to that lesser amount of paid leave.
- (c) The payment prescribed in **clause 21.4(b)** above shall only be payable in respect of one adopting parent of a child.
- (d) The period of paid adoption leave will not count as a period of service under this Agreement or any statute.
- (e) A Teacher must give notice of the intention to take adoption leave, and provide other notice and documentation, as required by the Act.

#### **20.5 Eligible Casual Teachers**

- (a) The School must not fail to re-engage a regular Casual Teacher (see section 53(2) of the Act) because:
  - (i) the Teacher or Teacher's spouse is pregnant; or
  - (ii) the Teacher is or has been immediately absent on parental leave.
- (b) The rights of the School in relation to engagement and re-engagement of Casual Teachers are not affected, other than in accordance with this clause.

#### **20.6 Right to Request**

- (a) A Teacher entitled to unpaid parental leave under the Act may request the School to allow the Teacher:
  - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age to assist the Teacher in reconciling work and parental responsibilities.
- (b) 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 effects 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 the provision of educational services.

- (c) The Teacher's request and the School's decision made under **clause 20.6(a)(ii)** and **(a)(iii)** must be recorded in writing.
- (d) Where a Teacher wishes to make a request under **clause 20.6(a)(iii)** 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.

## **20.7 Communication during Parental Leave**

- (a) Where a Teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the School shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave; and
  - (ii) provide an opportunity for the Teacher to discuss any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave.
- (b) The Teacher shall take reasonable steps to inform the School about any significant matter that will affect the Teacher's decision regarding the duration of parental leave to be taken, whether the Teacher intends to return to work and whether the Teacher intends to request to return to work on a part-time basis.
- (c) The Teacher shall also notify the School of changes of address or other contact details which might affect the School's capacity to comply with **clause 20.7(a)**.

## **21. Long Service Leave**

### **21.1 General Provisions**

- (a) Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955 (NSW)* shall apply to Teachers employed under this Agreement.
- (b) For the avoidance of doubt, any long service leave which has accrued under the previous Award arrangements will be recognised by the School. The new rate of accrual will be in accordance with the *Long Service Leave Act 1955* unless the Teacher has made an election under **clause 25.1** to continue to accrue long service leave at the rate applying prior to this Agreement and not to receive additional superannuation contributions.
- (c) For the purpose of this **clause 21**, 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.

### **21.2 Pro Rata Payment on Termination – Less than ten years' service (Teachers who elect to receive additional superannuation)**

This **subclause 21.2** applies to a Teacher who has made an election under **clause 25.1** to receive additional superannuation.

The amount of long service leave to which a Teacher shall be entitled shall, in the case of a Teacher who has completed with the School at least five years' service but not yet ten years' service, and whose services are terminated by the School for any reason other than misconduct

or cease for any other reason, be calculated as follows:

In respect of the period:	Calculation of long service leave
From 1 July 2001 to 31 January 2008	1.3 weeks per year of service
After 1 February 2008	0.866 weeks per year of service

### 21.3 Quantum of Leave – Election to accrue long service leave at higher rate instead of additional superannuation

- (a) Despite **clause 21.1** and subject to **clause 21.4**, if the Teacher has made an election under **clause 25.1** to continue to accrue long service leave at the rate applying prior to this Agreement and not to receive additional superannuation contributions, the amount of long service leave to which a Teacher shall be entitled shall be:
- (i) In the case of a Teacher who has completed at least ten years' service with the School:
- (A) In respect of ten years' service so completed, 13 weeks;
- (B) In respect of each additional five years of service with the School since the Teacher last became entitled to long service leave, 10 weeks; and
- (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 the School five years' service, and whose services are terminated by the School for any reason other than misconduct or cease for any other reason, be a proportionate amount on the basis of 13 weeks for ten years' service [such service to include service with the School as an adult and otherwise than as an adult].

### 21.4 Calculations of Entitlement for Teachers who commenced prior to 1 July 2001

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 1997 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 2008.
- (e) The above periods of calculation are listed in the table below:

<b>Calculation of Entitlement</b>	
<b>Teachers Employed in a School</b>	
Prior to 31 July 1985	0.866 weeks per year
1 August 1985 to 30 April 1995	1.05 weeks per year up to 10 years' service 1.5 weeks per year, or proportion of a year, after 10 years' service
1 May 1995 to 28 January 2001	1.05 weeks per year up to 10 years' service 2 weeks per year, or proportion of a year, after 10 years' service
29 January 2001 to 31 January 2008	1.3 weeks per year up to 10 years' service 2 weeks per year, or proportion of a year, after 10 years' service

## 21.5 Conditions of Taking Leave

- (a) Where a Teacher has become entitled to long service leave in respect of the Teacher's service with the School, the School shall give to the Teacher and the Teacher shall take the leave as soon as practicable having regards to the needs of the School provided always that unless the School otherwise agrees the Teacher shall give not less than two school terms' notice of the Teacher's wish to take leave and further provided that the School shall give the Teacher not less than two school terms' notice of any requirement that such leave be taken.
- (b) Where long service leave is taken so that it commences on the first day after a period of pupil vacation, which falls between school terms, and concludes on the last day prior to a period of pupil vacation which falls between school terms, such long service leave shall be exclusive of the pupil vacation periods occurring prior to and following the period of long service leave.
- (c) Where a Teacher requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with **clause 21.5(b)** the conditions of that clause shall apply, provided nothing in this paragraph shall affect the provisions of **clause 17.6**.
- (d) Where long service leave is not taken in full term periods or in accordance with **clause 21.5(b)** it will be inclusive of pupil vacations, unless the School agrees that the pupil vacation that precedes or follows the long service leave shall not be counted as long service leave.
- (e) 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.
- (f) Subject to the provisions of this **clause 21.5**, any long service leave shall be inclusive of any public holidays and other pupil vacation periods falling within the period of such leave.

## 21.6 No Break in Service

The service of a Teacher with the School shall be deemed continuous notwithstanding the service has been interrupted by reason of the Teacher taking maternity leave (including paid and unpaid leave in accordance with **clause 20.2**) 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.

## 22. Compassionate Leave

### 22.1 Paid Compassionate Leave

- (a) For the purposes of this clause, compassionate leave is paid leave taken by a 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 the Teacher's household.
- (b) Subject to **clauses 22.1(d)** and **(g)** 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 19.1(c)(ii)**)
- (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.
- (c) Subject to **clauses 22.1(d)** and **(g)**, a Full-Time or Part-Time Teacher is entitled to a period of three days of compassionate leave for each occasion when a member of the Teacher's immediate family or a member of the Teacher's household (as defined in **clause 19.1(c)(ii)**) dies.
- (d) A Teacher may be required to provide the School with satisfactory evidence of such illness, injury or death.
- (e) A Teacher who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:
- (i) a single, unbroken period of 2 days; or
  - (ii) 2 separate periods of 1 day each; or
  - (iii) any separate periods to which the Teacher and the School agree.
- (f) A Teacher who is entitled to a period of compassionate leave because a member of the Teacher's immediate family or a member of the Teacher's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- (g) Subject to **clause 22.1(h)**, 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.

- (h) Compassionate leave may be taken in conjunction with leave available under **clause 19**. In determining such a request the School will give consideration to the circumstances of the Teacher and the reasonable operational requirements of the School.

## **22.2 Unpaid Bereavement Leave – Casual Teachers**

- (a) Casual Teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in **clause 19.1(c)(ii)** - 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 (ie 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.

## **23. 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.

## **24. 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.

## PART F – Miscellaneous

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

#### 25.1 Additional Superannuation Election

- (a) A Teacher may elect to both;
  - (i) receive the benefits provided under **clause 17.8 – Leave Loading**; and
  - (ii) accrue long service leave as provided under **clause 21.3**instead of receiving the additional superannuation contributions under **clause 12.4**. The School shall advise the Teacher of the existence of this option on engagement.

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

- (a) A Teacher must make an election in accordance with **clause 25.1**;
  - (i) if the Teacher is an employee as at 1 February 2008, on or before 28 February 2007; and
  - (ii) if the Teacher is employed after 1 February 2008, within two weeks of the commencement of the Teacher's employment with the School.
- (b) If the Teacher does not make an election within the time provided in **clause 25.2(a)**, the Teacher will be deemed not to have made an election under **clause 25.1** and will receive the additional superannuation contributions.
- (c) A Teacher may only make an election under **clause 25.1** once during the life of the Agreement.

### 26. Relationship of Agreement with Award and other Instruments

#### 26.1 Award

This Agreement operates to the exclusion of any other industrial instrument (including the Award) that might otherwise apply to the employment of Teachers.

### 27. 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 Union for the life of the Agreement.
- (b) It is a term of this Agreement that the Union will not pursue any extra claims, award or over award, for improvement in wages or other terms and conditions of employment for the duration of this Agreement.
- (c) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in lieu of any improvements in wages or conditions of employment provided for under any decision, review, determination or standard of the Commission or any other court, commission or tribunal handed down or issued prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.

## 28. Anti Discrimination

- (a) It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age of responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under s56(d) of the *Anti Discrimination Act 1977*;
  - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes: (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56 (d) of the *Anti Discrimination Act 1977* provides:

*"Nothing in the Act affects ..... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".*

# Schedule 1 - Classifications, Salary Scales and Allowances

**Table 1 – Salary Scales**

	Rates effective from the first full pay period on or after 1 February 2008	Rates effective from the first full pay period on or after 1 February 2009	Rates effective from the first full pay period on or after 1 February 2010
<b>BAND 1</b>	\$56 838	\$59 112	\$61 476
<b>BAND 2</b>	\$66 445	\$69 219	\$76 278
<b>BAND 3</b>	\$80 528	\$83 749	\$87 099

**Table 2 – Translocation Salary Scales**

Step in 2006	Column 1 Rates effective from the first full pay period on or after 1 February 2007	Column 2 Rates effective from the first full pay period on or after 1 February 2008	Column 3 Rates effective from the first full pay period on or after 1 February 2009	Column 4 Rates effective from the first full pay period on or after 1 February 2010
5	54,337 (Step 6)	61,216	69,480	76,278
6	56,996 (Step 7)	64,373	70,169	76,278
7	59,662 (Step 8)	66,331	72,641	79,905
8	62,320 (Step 9)	69,158	75,382	79,905
9	64,985 (Step 10)	71,188	77,238	86,649*
10	67,648 (Step 11)	74,233	82,135*	87,099*
11	70,313 (Step 12)	75,894	82,585*	87,099*
12	72,975 (Step 13)	80,528	83,749	87,099
13	72,975 (Step 13)	80,528	83,749	87,099
ST1	75,281 (ST1)	80,528	83,749	87,099

\* Subject to meeting the requirements for progression to Band 3 as set out in **clause 7.2**

**Table 3 – Casual Rates**

<b>Band 1</b>	<b>Rates effective from the first full pay period on or after 1 February 2008</b>	<b>Rates effective from the first full pay period on or after 1 February 2009</b>	<b>Rates effective from the first full pay period on or after 1 February 2010</b>
Full Day	284.19	295.56	307.38
Half Day	142.10	147.78	153.89
<b>Band 2</b>			
Full Day	332.98	346.85	382.14
Half Day	166.49	173.42	191.07

**Table 4 - Classroom Excellence and Leadership Allowances**

	<b>Allowance from the first full pay period on or after 1 February 2008</b>	<b>Allowance from the first full pay period on or after 1 February 2009</b>	<b>Allowance from the first full pay period on or after 1 February 2010</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Classroom Excellence	6,344	6,598	6,862
Leadership	Level 1 – 6,344 Level 2 – 12,584 Level 3 – 18,928 Level 4 – 29,848	Level 1 – 6,598 Level 2 – 13,087 Level 3 – 19,685 Level 4 – 31,042	Level 1 – 6,862 Level 2 – 13,611 Level 3 – 20,473 Level 4 – 32,284

**Table 5 - Other Allowances**

<b>Brief Description</b>	<b>Allowance from first pay period on or after 1 February 2008</b> \$	<b>Allowance from first pay period on or after 1 February 2009</b> \$	<b>Allowance from first pay period on or after 1 February 2010</b> \$
Own Car Allowance: Where use authorised by the School	0.58 per km	0.58 per km	0.58 per km
Teachers teaching classes of children with disabilities in a special school	\$1,750	\$1,500	\$1,250
<b>Pre-School Directors</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
0-25 children	5055	5258	5468
26-50 children	6171	6418	6675
51-75 children	7704	8012	8333
76 plus children	9623	10008	10408

# Schedule 2 - Particular Conditions of Pre -School Teachers

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## 1. Introduction

The conditions of this Agreement shall apply to Teachers in Pre-Schools attached to the School subject to the modifications contained in this **Schedule 2**, which shall only apply to Teachers in Pre-Schools. In respect of Teachers in Pre-Schools attached to the School, this Schedule shall prevail over the other provisions of the Agreement to the extent of any inconsistency.

## 2. Definitions

- (a) **'Pre-School'** means a licensed establishment attached to, or operated by an independent school which provides educational development programmes, child care or other services for children under school age and which usually operates during the hours and terms which approximate those of a recognised school.
- (b) **'Director'** means the Teacher employed in a Pre-School who is responsible for the day to day operation of the Pre-School.

## 3. Director's Allowance

- (a) A Teacher appointed to the position of Director in a Pre-School shall be paid the relevant allowance for the position as set out in **Table 5 of Schedule 1**, in addition to the salary applicable to the appointee as set out in **Table 1 or Table 2 of Schedule 1** of this Agreement.
- (b) Any Director's allowance under **clause 3(a) of this Schedule** is inclusive of any Classroom Excellence Allowance to which the Teacher would otherwise be entitled.

## 4. Crib Breaks

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

## 5. First Aid Certificate

Teachers shall be required to obtain and maintain an approved first aid certificate. Teachers employed in Pre-Schools will attend such courses in their own time.

## 6. Superannuation

In the case of a Teacher employed in a Pre-School, the School shall only make superannuation contributions for the benefit of Teachers to the Health Employees Superannuation Trust Australia, the New South Wales Non Government Schools Superannuation Fund or any other complying superannuation fund for the purpose of the SGAA determined by the School from time to time ('Relevant Fund').

# Schedule 3 - Settlement Procedure: Agreement between AIS and the IEU

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## 1. Underlying Principles

The Association of Independent Schools and the New South Wales Independent Education Union each has responsibilities toward their respective members which are recognised and respected. The two organisations also have a number of interests in common. These include the recognition and acceptance of the following:

- A. The quality and public perception of Independent Schooling is of significance and both recognise that there is mutual responsibility to protect, promote, develop and enhance this sector of schooling in N.S.W.
- B. There is mutual benefit to their memberships in there being a working relationship between the two organisations which is built on professional attitudes and clearly established and recognised procedures.
- C. The individuality and authority of each Independent School, as well as the individuality and rights of each staff member.
- D. The attitudes and interests in common include:
  - (i) An interest in helping to maintain a working environment in which quality education can be provided in a manner consistent with the School's Aims and Objectives and its philosophy.
  - (ii) A common view that quality education is most likely to be provided where there is recognition, encouragement and support for the professional attitudes rights and growth of staff members as well as for their personal needs and developments and the industrial rights of all parties.
- E. The right of employee(s) and the employer(s) to seek assistance and advice from their respective Associations.

## 2. Operational Procedures between the AIS and the IEU

The right of each organisation to deal with its members as it sees fit notwithstanding, it is agreed that the following will be the general principles upon which each organisation will approach the attempts to resolve difficulties that have not been resolved by direct discussion between the employer and employee concerned.

- A. Both organisations recognise that it is generally preferable for perceived problems to be discussed between the staff member and the Principal of the school concerned with a view to resolving the matter and that it is only when the normal employer employee process does not achieve a mutually satisfactory result that it is appropriate for the matter to be discussed formally between the AIS and the IEU. This does not preclude earlier informal discussions where appropriate nor does it preclude discussion between the IEU and its members in a school as to the most appropriate method of resolving a problem.

- B. The IEU undertakes to refer to the AIS matters in which it seeks information from an Independent School or to discuss the matters that are of concern to its members and to do this wherever possible before encouraging school staff and IEU chapters to pass resolutions about the matter.
- C. The AIS undertakes to respond by seeking discussions with the school to ascertain its wishes as to how (and where necessary, through whom) it wishes to proceed in dealing with the matter and to advise the IEU of the school's decision.
- D. The steps that will then follow will be determined to suit the particular matter but in general can be expected to be as follows:
- The AIS and IEU will discuss the matter with a view to:
- (a) identifying the facts of the matter to ensure that it is not misunderstandings that have created the problem;
  - (b) clarifying the issues and wishes of each of those involved;
  - (c) exploring the options that appear to be available;
  - (d) where possible, assisting the parties to arrive at a mutually satisfactory solution;
  - (e) nothing in the above diminishes the right of either party to refer any matter to the Industrial Relations Commission.
- E. As a general rule the school, the employee, the AIS and the IEU will maintain confidentiality to ensure that the dignity of the employee, the school and its personnel are maintained wherever possible.

The AIS and IEU will, where deemed advisable, prepare sufficient documents to confirm the agreement and assist in its implementation.