



# DECISION

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

**Catholic Employment Relations Limited T/A Catholic Employment Relations Ltd**  
(AG2024/506)

## **NSW CATHOLIC INDEPENDENT SCHOOLS (TEACHERS-MODEL A) MULTI-ENTERPRISE AGREEMENT 2023**

Educational services

DEPUTY PRESIDENT GRAYSON

SYDNEY, 27 MARCH 2024

*Application for approval of the NSW Catholic Independent Schools (Teachers-Model A) Multi-Enterprise Agreement 2023*

### **Introduction**

[1] An application has been made for the approval of an enterprise agreement known as the *NSW Catholic Independent Schools (Teachers-Model A) Multi-Enterprise Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The application has been made by Catholic Employment Relations Ltd in its capacity as the appointed employer bargaining representative pursuant to s.176(1)(d) of the Act.

[2] The Agreement is a multi-enterprise agreement. The Agreement covers the following employer entities:

- Our Lady of Mercy College Parramatta;
- Mount St Benedict College;
- Mater Dei;
- Brigidine College, St Ives;
- St Vincent's College Limited;
- St Scholastica's College; and,
- Marist Schools Australia Limited, trading as St Joseph's College, Hunters Hill.

### **Transitional arrangements under the Secure Jobs, Better Pay amendment**

[3] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the notification time for the Agreement of 23

October 2020, the *genuine agreement* requirements for agreement approval in Part 2-4 of the Act, as it was just before 6 June 2023, apply to the present application. Further, as the Agreement was made on 23 February 2024 the *better off overall test* requirements in Part 2-4 of the Act as amended on 6 June 2023 apply.

### **Regulation 2.06 Requirements**

[4] The signature pages of the Agreement did not comply in all respects with Regulation 2.06A of the *Fair Work Regulations 2009* (Cth). Amended signature pages were subsequently filed. I consider it appropriate in the circumstances to allow an amendment of a document relating to a matter before the FWC and do so pursuant to s.586(a) of the Act.

### **Section 190 Undertakings**

[5] The employers provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

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

[6] Subject to the undertakings referred to above at [5], and on the basis of the material and submissions before me, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

### **Section 183 Bargaining Representatives**

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

[8] In accordance with s.201(2) of the Act, I note that the Agreement covers the IEU.

### **Approval**

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 April 2024. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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## ANNEXURE A

### THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/506 - Application for approval of the NSW Catholic Independent Schools (Teachers-Model A) Enterprise Agreement 2023


#### **Section 185 – Application for approval of a multi-enterprise agreement**

##### **Undertaking – Section 190**

The Employers covered by the NSW Catholic Independent Schools (Teachers-Model A) Enterprise Agreement 2023, undertake:


1. The maximum number of days that the employee will be required to attend during term weeks and non-term weeks is 205 in each school year. The following circumstances are not included when calculating the 205 employee attendance days:
  - (a) co-curricular activities that are conducted on a weekend;
  - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
  - (c) when the employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
  - (d) when the employee has boarding house responsibilities and the employee is performing those duties during term weeks and non-term weeks; and
  - (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an employee may be recalled to perform duties relating to their position.
2. Casual employees will not be engaged for longer than 4 consecutive weeks, in the absence of an agreement between the teacher and the employer to extend the period of engagement, provided the extension does not exceed:
  - (a) one term; or,
  - (b) ten weeks.


SIGNED for and on behalf of Brigidine College, St Ives by an authorised person in the presence of

  
.....  
Signature of authorised officer

**Laetitia Richmond, Principal  
325 Mona Vale Road  
St Ives NSW 2075**

.....  
Name/title/address of authorised officer

  
.....  
Signature of witness

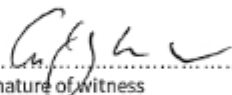
  
.....  
Name of witness

SIGNED for and on behalf of Mater Dei by an authorised person in the presence of

  
.....  
Signature of authorised officer

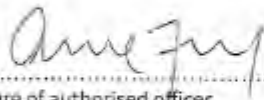
Jennifer Foldes, Principal  
229 Macquarie Grove Road  
Camden NSW 2570

.....  
Name/title/address of authorised officer

  
.....  
Signature of witness

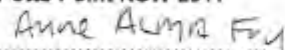
ANTHONY LETTNER  
.....  
Name of witness

SIGNED for and on behalf of St Vincent's College Ltd by an authorised person in the presence of



Signature of authorised officer

Anne Fry, Principal  
1 Challis Avenue  
Potts Point NSW 2011



Name/title/address of authorised officer



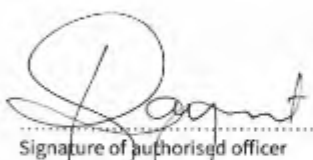
Signature of witness



Name of witness



**SIGNED** for and on behalf of **St Scholastica's College** by an authorised person in the presence of

  
.....  
Signature of authorised officer

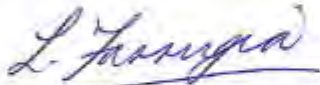
**Kate Rayment, Principal/CEO**  
**4 Avenue Road, Glebe NSW 2037**

Kate RAYMENT  
.....  
Name/title/address of authorised officer

  
.....  
Signature of witness

KATY BEESLEY  
.....  
Name of witness

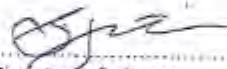
SIGNED for and on behalf of Our Lady of Mercy College Parramatta by an authorised person in the presence of



Signature of authorised officer

Lucie-Ann Mary Farrugia, Principal  
Our Lady of Mercy College Parramatta  
1 Ross St Parramatta, 2150

Name/title/address of authorised officer



Signature of witness

Sallyann Guthrie

Name of witness

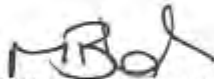


SIGNED for and on behalf of Mount St Benedict College by an authorised person in the presence of:

  
Signature of authorised officer  
Michael Harratty, Principal  
449 C Pennant Hills Road  
Pennant Hills NSW 2120  
Name/title/address of authorised officer

  
Signature of witness  
Madeleine Compion  
Name of witness Business Manager

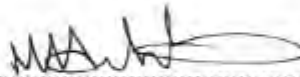
SIGNED for and on behalf of Marist Schools Australia Ltd on behalf of St Joseph's College  
Hunters Hill by an authorised person in the presence of



.....  
Signature of authorised officer

**Michael Blake, Headmaster**  
**Mark Street, Hunters Hill NSW 2110**

.....  
Name/title/address of authorised officer



.....  
Signature of witness

**Magdy Habib**

.....  
Name of witness

# NSW Catholic Independent Schools (Teachers-Model A) Multi-Enterprise Agreement 2023

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

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## PART A – APPLICATION AND OPERATION

### 1. Title of the Agreement

This Agreement will be known as the “NSW Catholic Independent Schools (Teachers-Model A) Multi-Enterprise Agreement 2023”.

## 2. Coverage of the Agreement

### 2.1 Subject to subclause 2.2, this Agreement covers and applies to:

- (a)
  - (i) Brigidine College, St Ives;
  - (ii) Mater Dei;
  - (iii) St Vincent's College Ltd;
  - (iv) St Scholastica's College;
  - (v) Our Lady of Mercy College Parramatta;
  - (vi) Mount St Benedict College
  - (vii) Marist Schools Australia Ltd (MSA Ltd) on behalf of St Joseph's College Hunters Hill
- (b) Teachers employed by the Employer who work in any Recognised School operated by the Employer; and
- (c) the Union, its officers and its members.

### 2.2 The Agreement will not apply to the following persons:

- (a) members of a recognised religious order and/or clerks in Holy Orders, and/or Ministers of Religion, provided that application may be made on behalf of any such member to be included within the scope of this Agreement;
- (b) persons employed as Teacher's aides, helpers, assistants or supervisors in or in connection with child care, child minding centres, Before and After School Care and Vacation Care services;
- (c) persons instructing students of the school in the areas of music or other individual arts and engaged on an individual fee basis;
- (d) sports coaches and trainers (unless appointed as Teachers);
- (e) foreign language or Language Other Than English Teachers engaged to instruct students on an individual basis e.g., oral communication skills tuition or other individual tuition; and
- (f) psychologists or counsellors (unless appointed as Teachers).

### 3. Term and Operation

- 3.1** This Agreement will commence 7 days after it is approved by the Fair Work Commission ('the commencement date') and remains in force until 31 December 2025.
- 3.2** As soon as practicable after approval of this Agreement the Employer will pay each Teacher the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the Teacher for the relevant period.
- 3.3** **Relationship between the National Employment Standards and this Agreement:**

The National Employment Standards of the *Fair Work Act 2009* (Cth) (NES) apply to a Teacher covered by this Agreement, except where this Agreement provides for a more favourable outcome for the Teacher in a particular respect.



## 4. Definitions

In this Agreement:

**“Act”** means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.

**“this Agreement”** means the NSW Catholic Independent Schools (Teachers-Model A) Multi-Enterprise Agreement 2023.

**“Casual Teacher”** means a Teacher engaged as a “Casual Employee” with meaning given by s15A of the Act. A Casual Teacher will not normally be employed for a period greater than four school weeks for each engagement.

**“Employer”** means an Employer covered by this Agreement as set out in **sub-clause 2.1(a)**.

**“Experienced Teacher”** means a Teacher who is accredited at Proficient Teacher level under the Teacher Accreditation Act 2004, 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 **Clause 7-Classifications** of this Agreement.

**“Full-Time Teacher”** means any Teacher other than a Casual Teacher or Part-Time Teacher.

**“FWC”** means the Fair Work Commission.

**“Graduate”** means a means a provisionally or conditionally accredited Teacher.

**“Immediate Family”** is as defined in the Act.

**“ISTAA”** means the Independent Schools Teacher Accreditation Authority.

**“Leadership Position Level 1”** is a leadership position to which a Teacher is appointed by the school in a Primary Department 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; or
- (b) required to assist other members of the school executive; or
- (c) required to perform other leadership duties as determined by the Principal.

**“Leadership Position Level 2”** is leadership position 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 (e.g., secondary Head of Department whose teaching hours of a programme exceed 2,000 hours per annum).

**“Leadership Position Level 3”** is a leadership position 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; and/or
- (b) responsible to the Principal for the coordination 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.

**“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 (e.g., Deputy Principal in a large school).

**“NES”** means the National Employment Standards of the Act.

**“NESA”** means the NSW Education Standards Authority, or any body that preceded or replaces such body.

**“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. A Part-Time Teacher may work more than of the normal full-time load where an agreement has been reached by the parties. Such agreement will be recorded in writing and signed by the Teacher and representative of the Employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the Teacher is not required to teach) will be included.

**“Previous Agreement”** means the NSW Catholic Independent Schools (Teachers-Model A) Multi-Enterprise Agreement 2017.

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

**“Professional Excellence”** means the level of competence achieved by a Teacher who is accredited at Highly Accomplished Teacher level under the *Teacher Accreditation Act 2004* (NSW) and has been assessed by ISTAA as meeting the ISTAA Professional Excellence standards.

**“Proficient Teacher”** (formerly known as Professional Competence) means accreditation at the Proficient Teacher level under the *Teacher Accreditation Act 2004* (NSW).

**“Leadership position”** means the position of Leadership Level 1, 2, 3 or 4.

**“Recognised Higher Education Institution”** means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.

**“Recognised School”** means a school registered under the provisions of the *Education Act 1990* (NSW) or any registered special school within the meaning of that Act or school for children with disabilities.

**“School Service Date”** means the usual commencement date of employment at a School for Teachers who are to commence teaching on the first day of the first term.

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

**“Statement of Service”** means a statement from an Employer on official letterhead that contains the date that the Teachers started employment, classification, the termination date, whether service was full-time, part-time or casual, whether any paid leadership positions were held and whether any leave without pay was taken.

**“Teacher”** means a person employed as such in a Recognised School.

**“Teacher-Librarian”** means a Teacher who is employed as such in a Recognised School.

**“Temporary Teacher”** means a Teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A Teacher may be employed as a Temporary Teacher in the following circumstances;

- (a) where a Teacher is employed to replace a Teacher on leave or secondment;
- (b) where a school’s staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations;
- (c) where a Teacher is employed on a specific program not funded by the Employer, or a new program or initiative funded by the Employer which is not of an ongoing nature;
- (d) where a Teacher resigns during a school year and the usual Employer practice is that such positions are filled on a temporary basis; or
- (e) where an ongoing position has not been able to be filled using normal selection criteria and the Teacher has been informed of this in writing prior to the appointment.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, the reason being one of the reasons specified above.

In the case of paragraph (a), the appointment may be for the whole of the period of leave or secondment of the Teacher.

In the case of paragraphs (b) and (c), the appointment may be for a period of up to two full school years. The Employer, the Union and the Teacher may agree to extend the temporary period of appointment beyond two years. The Union shall not withhold its consent unreasonably.

In the case of paragraph (d) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (e) the appointment may be for a period of up to one full school year.

The provisions of Chapter 2, Division 5 - Fixed Term Contracts (Sections 333E-333L) of the Act as amended from time to time, will apply.

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

## PART B – TERMS OF ENGAGEMENT

### 5. Terms of Engagement

#### 5.1 Letter of Appointment

The Employer will provide a Teacher (other than a Casual Teacher), on appointment, with a letter stating the classification 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.

#### 5.2 Casual Conversion

A Casual Teacher's entitlement to casual conversion is provided for in Chapter 2, Part 2-2, Division 4A of the Act (Sections 66A-66M), as amended from time to time. The provisions of Division 4A of the Act are not affected by this Agreement.

#### 5.3 Selection and Appointment Procedures

Normally teaching positions, except temporary positions of up to one term's duration and casual positions, will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented Employer selection and appointment procedures.

#### 5.4 Mission, Teachings, and Ethos

Employees are required to support the mission, teachings and ethos of the Catholic Church's work in schools. It is expected that they:

- (a) acknowledge and accept that their work in schools is part of the mission of the Catholic Church;
- (b) agree in the performance of their role to uphold the mission, teachings, and ethos of the Catholic Church in Catholic Education;
- (c) will avoid any influence on students that is not consistent with such mission, teachings, or ethos.

It is acknowledged that Employers specify and may continue to specify other expectations and requirements in respect of the above in contracts of employment, policies, or guidelines.

#### 5.5 Normal Duties

The normal duties of Teachers will include playground duties, sports duties, and usual co-curricular and extra-curricular activities and, in relation to Teachers appointed to residential positions, the usual residential and other duties as required.

#### 5.6 Meal Break

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

## **5.7 Ordinary Weekly Hours of Work**

- (a) This sub-clause supplements the NES that deals with maximum weekly hours.
- (b) The ordinary hours of a Teacher under this Agreement may be averaged over a 12 month period.

## **5.8 Support for Graduate Teachers**

- (a) It is the responsibility of the individual Graduate Teacher to achieve accreditation at the level of Proficient Teacher within the required timeframes. The Employer will support the Graduate Teacher to obtain accreditation at the Proficient Teacher level, which will include participation in an orientation and/ or induction program, providing regular feedback, and may include providing a mentor teacher and other measures that the Employer may deem appropriate.
- (b) A Graduate Teacher is required to engage in ongoing discussions with their Employer regarding their progress in meeting the Proficient Teacher standard. In the event that either a Graduate Teacher or their mentor(s) have concerns regarding the support provided, they should discuss the matter with the relevant supervisor or Coordinator. If concerns remain, the matter should be referred to the Principal. If the matter remains unresolved, the matter may be dealt with in accordance with **Clause 18 – Dispute Procedures**.
- (c) Where an Employer considers that a Graduate Teacher may not complete their accreditation at Proficient Teacher standard within the legislated timeframes, the Employer will advise the Teacher of this and the reasons why at the commencement of the final term of the teacher's second year of teaching. The representative of the Employer will meet with the Teacher to develop a plan to support the Teacher to reach Proficient Teacher level.

## **5.9 Statement of Service**

- (a) Upon the termination of the employment of a Teacher (other than a Casual Teacher), the Employer will provide a statement of service.
- (b) Upon request, a Casual Teacher will be supplied with a statement setting out the number of days of duty undertaken by the Teacher during the period of the engagement, provided the request is made during or on termination of the casual engagement.

## 6. Termination of Employment

### 6.1 Period of Notice

Subject to **subclause 6.2**, the employment of any Teacher (other than a Casual Teacher) will not be terminated by the Employer or the Teacher without at least four school term weeks' notice, or the payment of four weeks' salary in lieu of notice.

Four school term weeks' notice must expire in the term it is given either:

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

An Employer must give the Teacher written notice of the day of termination. If an Employer does not provide the minimum period of notice as provided in this **Clause 6 - Termination of Employment**, the Employer must pay the Teacher before terminating employment an amount in lieu of notice of at least the amount the Employer would have been liable to pay the Teacher had the Teacher continued to work until the end of the notice period.

### 6.2 Additional Period of Notice for Teachers

Where:

- (a) the Teacher has completed more than five years' continuous service with the Employer; and
- (b) the Teacher is over 45 years of age

the Teacher will receive an additional one week of notice to that provided in **subclause 6.1**. There is no requirement for the Teacher to give the additional notice set out in this subclause.

### 6.3 Summary Dismissal

**Sub-clauses 6.1 and 6.2** will not affect an Employer's right to dismiss a Teacher without notice for serious misconduct in accordance with the Act.

### 6.4 Payments Due

- (a) The Employer must pay a Teacher no later than seven days after the termination of employment all wages and other monies due, including any payments which may be due in lieu of annual leave and/or long service leave.
- (b) If a Teacher fails to give the notice specified in **subclause 6.1 Period of Notice**, an amount equal to payment for the period of notice not given shall be a debt owed by the Teacher to the Employer. An Employer may withhold an amount equal to the debt owed from any wages payable under this Agreement provided the Teacher authorises the deduction in accordance with s324 of the Act.
- (c) Deductions pursuant to a specific authorisation under **subclause 6.4(b)** are from the Teacher's gross salary before tax i.e. a week's notice not worked or not given will be fully satisfied by the deduction of an amount equal to one week's salary being withheld by the Employer before tax is applied.

## 6.5 Payment on Termination

- (a) A Full-time, Part-Time or Temporary Teacher will be entitled on termination of employment to a payment calculated in accordance with this subclause which will apply:
- (i) in lieu of the corresponding provisions of the Act; and
  - (ii) notwithstanding any other provisions in this Agreement.
- (b) A payment made pursuant to this subclause to a Teacher whose teaching hours have remained constant during the school year in which the termination is effective will be calculated in accordance with the following formula:

$$\begin{array}{lcl} 1. & \frac{A \times B}{C} & = D \\ 2. & D - E & = F \\ 3. & \frac{F \times G}{2} & = H \end{array}$$

where:

**A** is the number of term weeks worked by the Teacher since the School Service Date.

**B** is the number of non-term weeks in the school year.

**C** is the number of term weeks in the school year.

**D** is the result in weeks.

**E** is the number of non-term weeks worked by the Teacher since the School Service Date.

**F** is the result in weeks.

**G** is the Teacher's current fortnightly salary.

**H** is the amount due.

- (c) A payment made pursuant to this subclause to a Teacher whose teaching hours have varied during the course of the school year in which the termination is effective will be calculated in accordance with the following formula:

$$\begin{array}{lcl} 1. & A - B & = C \\ 2. & \frac{C \times D}{E} & = F \\ 3. & F - B & = G \end{array}$$

where:

**A** is the total salary paid to the Teacher since the School Service Date.

**B** is the salary paid to the Teacher in respect of non-terms weeks since the School Service Date.

**C** is the salary paid to the Teacher in respect of term weeks since the School Service Date.

**D** is the total number of non-term weeks in the school year.

**E** is the total number of term weeks in the school year.

**F** is the result in dollars.

**G** is the amount due.



## PART C - CLASSIFICATIONS, RATES OF PAY AND ALLOWANCES

### 7. Classifications

#### 7.1 Classifications

- (a) All Full-Time, Part-Time, Temporary and Casual Teachers will be classified by the School in three bands:
  - (i) Band 1 – Provisionally or Conditionally Accredited Teachers;
  - (ii) Band 2 – Teachers accredited at the level of Proficient Teacher (either as Band 2.1 or 2.2);
  - (iii) Band 3 – Experienced Teachers.
- (b) A Teacher will be advised at the time he or she is offered appointment to a school whether he or she will be employed at Band 1, 2.1, 2.2 or 3 and the salary applicable.
- (c) Teachers who, prior to their appointment, were employed under an industrial instrument based on:
  - (i) an incremental model that reflected years of service as defined in **subclause 7.3**; or
  - (ii) a standards model that did not contain the classification of Experienced Teacher

may have their full-time equivalent years of service assessed and then be classified according to the following table:

Classification	Band
A Teacher who has completed initial course requirements and is working towards accreditation as a Proficient Teacher	Band 1
Teachers accredited at the level of Proficient Teacher who have completed less than 4 years full-time equivalent service at the level of Proficient Teacher.	Band 2.1
Teachers accredited at the level of Proficient Teacher who have completed more than 4 years full-time equivalent service at the level of Proficient Teacher	Band 2.2
Teachers accredited at the level of Proficient Teacher who have completed 7 or more years full-time equivalent service	Band 3

- (d) A Teacher who, prior to their appointment was employed in another school covered by a standards/three band agreement and was classified or deemed to be an Experienced

Teacher (Band 3) in accordance with the provisions of that agreement, will be classified as Band 3 under this Agreement.

## 7.2 Progression

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

- (a) Provisionally or Conditionally Accredited Teachers will commence in Band 1;
- (b) A Teacher will progress from Band 1 to Band 2 with effect from the first full pay period on or after the Teacher achieves accreditation at the level of Proficient Teacher under the *Teacher Accreditation Act 2004* (NSW).
- (c) A Teacher will progress from Band 2.1 to Band 2.2 from the first full pay period on or after the Teacher has completed 4 years full-time equivalent service at the level of Proficient Teacher. This provision applies from the first full pay period on or after 1 February 2024.
- (d) Subject to **subclause 7.3**, a Teacher will progress from Band 2.2 to Band 3 with effect from the first full pay period on or after 1 February in the year immediately after the Teacher has:
  - (i) achieved accreditation at Proficient Teacher level as required under the *Teacher Accreditation Act 2004* (NSW) and maintained that level of accreditation for at least five full-time equivalent years of service by the end of the year in which the application is made in the case of Teachers for whom such accreditation is required; or
  - (ii) in the case of a Teacher employed for the first time in NSW before 1 October 2004 and who was not required to gain accreditation at Proficient Teacher, completed seven years of full-time equivalent service by the end of the year in which the application is made; and
  - (iii) been assessed by ISTAA as meeting the ISTAA Experienced Teacher standards.

NB: the year in which the application is made means the year of submission of the application with supporting evidence for assessment by ISTAA. A Teacher may apply to progress to Band 3 before completing the period of service set out above, provided that the Teacher will have completed the service by the end of the year in which the application is assessed.

## 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 a Recognised School 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) will be counted as service;
  - (ii) The amount of service of a Part-Time Teacher (including a Temporary Part-Time Teacher) will 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 will be calculated on the basis that 204 casual days are equivalent to one year of full-time teaching service.

- (b) In addition to service set out in **clause 7.3 (a)**, the teaching service of a Teacher in any country in which the Teacher Education Qualifications are recognised by NESA as equivalent to Qualifications from an Australian university, shall be recognised in accordance with the principles set out in **clause 7.3 (a)(i) – (iii)** and subject to the teaching service being in a recognised school or equivalent. Provided further, that if a school recognises on appointment prior teaching services other than as set out above, such service shall be deemed to be equivalent teaching service with that school.
- (c) For the purpose of calculating the full-time equivalent years of service referred to in **subclause 7.3** periods of leave without pay and unpaid parental leave will not count as service.
- (d) In order to establish to the satisfaction of the Employer the previous full-time equivalent service of a Teacher, the Teacher will provide documentation to establish the accreditation and length of service as provided in **paragraphs 7.3(a) and (b)**. The period so established will be taken to be the length of such service.

#### **7.4 Early Learning Teaching Service**

- (a) Subject to **paragraphs 7.4(b) and 7.4(c)**, any service after 1 January 2020 as an Early Childhood Teacher in an Early Childhood Education Centre shall be counted as teaching service in accordance with **subclause 7.3**.
- (b) Service as an Early Childhood Teacher means service whilst a Teacher is accredited as such by NESA or an equivalent inter-state teacher registration authority.
- (c) An Early Childhood Education Centre means a centre based early childhood education and care service as defined in Section 5 of the Children (Education and Care Services) National Law (NSW) but does not include an out of school hours care service or family day care service.

#### **7.5 Transitional Provisions**

From the first full pay period on or after 1 February 2024, a new classification of Band 2.2 will come into effect. At that time, Teachers who are classified at Band 2 and have completed at least 4 years full-time equivalent service as a Proficient Teacher will transition to Band 2.2.

## 8. Salaries, Allowances and Related Matters

### 8.1 Salaries Payable

The minimum annual rate of salary payable to Full-time Teachers in schools will be in accordance with the Teacher's accreditation and experience as set out in **Clause 7 – Classifications** and in **Table 1A in Pay Schedule 1 of Part G – Monetary Rates**. Fortnightly rates will be calculated by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

### 8.2 Payment of Salary

- (a) The salary payable to a Teacher other than a Casual Teacher pursuant to this clause, will be payable fortnightly.
- (b) The salary payable to a Teacher, pursuant to this clause, will be payable at the election of the Employer by cash, cheque or Electronic Funds Transfer into an account nominated by the Teacher.

### 8.3 Payment of Part-Time, Temporary and Casual Teachers

- (a) Subject to **paragraph 8.3 (b)**, a Part-Time Teacher, including a temporary Part-Time Teacher, will be paid at the same rate as a Full-Time Teacher with the same classification, but in that proportion which the number of hours which are normal teaching hours bear to the hours which a Full-Time Teacher at the school is normally required to teach.
- (b) A Part-Time Teacher-Librarian, including a Temporary Part-Time Teacher-Librarian, will be paid at the same rate as a Full-Time Teacher-Librarian with the same classification, but in that proportion which the number of hours which are the normal working hours bears to the hours of a Full-Time Teacher-Librarian at school is normally required to work. If there is no Full-Time Teacher-Librarian employed at the school the proportion will be based on the numbers of hours which a Full-Time Teacher-Librarian at the school would be required to work if employed.
- (c) No Part-Time Teacher will be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A Part-Time Teacher will be allocated other duties on a pro-rata basis.
- (d) Part-Time Teachers will be required to attend school on the number of days per week which is generally consistent with their scheduled teaching load, provided that the Principal has sufficient flexibility to ensure that the needs of pupils are met. In the event of a dispute between the Teacher and the principal in relation to this clause, the parties will follow the procedure set out in **Clause 18 - Dispute Procedures** of this Agreement.
- (e) **Casual Teacher**

The minimum rate of pay for a Casual Teacher shall be the applicable rate set out in the relevant Tables of **Table 1B in Pay Schedule 1 of Part G – Monetary Rate** which is inclusive of a 20% loading and is in compensation for annual leave, leave loading, paid personal carers leave and redundancy payments. Casual rates have been calculated by dividing the annual rate by 240 for a Full Day and by 480 for a Half Day and in each case adding 20%. The Teacher will be placed on Band 1 or Band 2.1 in accordance with their classification pursuant to **Clause 7 – Classifications**. (The Band 2.2 and Band 3 classification are not applicable to Casual Teachers).

These rates include the pro rata payment in respect of annual leave pursuant to the NES.

#### **8.4 Travelling Expenses**

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the Teacher will be paid an allowance in accordance with **Pay Schedule 2 – Other Rates of Part G - Monetary Rates**. This allowance will be increased in line with CPI Increases (All Groups, Weighted average of eight capital cities).
- (b) Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of duties required by the Employer, will be reimbursed by the Employer.

#### **8.5 Payment for Supervision of Student Teachers**

Where supervision of the teaching of a student Teacher is required as a part of a Teacher's duty, the Teacher will receive all payments made by the student Teacher's training institution for such supervision.

#### **8.6 Overpayment or Underpayment**

Where an Employer becomes aware that payments have been made over or under entitlements provided for under the Agreement, the Teacher will be notified, and the parties will attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse as provided for in **Clause 18 - Dispute Procedures**.

#### **8.7 Annual Remuneration**

- (a) Notwithstanding **subclause 8.2 Payment of Salary**, an Employer may offer, and a Teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the Employer. The sum total of such salary, benefits, fringe benefits tax, and Employer administrative charge will equal the appropriate salary and allowance prescribed by **subclause 8.1 – Salaries Payable, and subclause 10.1 – Allowances for Leadership Positions**.
- (b) The Employer will determine the range of benefits available to the Teacher and the Teacher may determine the mix and level of benefits as provided in **paragraph 8.8 (a)**.
- (c) Any payment calculated by reference to the Teacher's salary and payable either:
  - (i) during employment; or
  - (ii) on termination of employment; or
  - (iii) on deathwill be at the rate prescribed by **subclause 8.1 - Salaries Payable, and subclause 9.1 – Allowances for Leadership Positions**.

#### **8.8 Professional Excellence**

- (a) Subject to the provisions of this clause (**Clause 8-Salaries, Allowances and Related Matters**) a Teacher who meets the requirements of Professional Excellence as defined in **Clause 4**,

**Definitions** is entitled to receive an annual Professional Excellence Allowance in the amount set out in **Table 1C in Pay Schedule 1 of Part G – Monetary Rates**.

- (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 Professional Excellence Allowance.
- (c) If the Teacher is assessed by ISTAA as no longer meeting the ISTAA Professional Excellence standards or the Teacher's accreditation at Highly Accomplished Teacher level by NESA is revoked, the Teacher will cease to be entitled to be paid the Professional Excellence Allowance from the first full pay period on or after the assessment or revocation.

#### **8.9 Interaction of Allowances**

Any Leadership Position Allowance under **Clause 9 – Leadership Positions** is inclusive of any Professional Excellence Allowance to which the Teacher would otherwise be entitled.

## 9. Leadership Positions

### 9.1 Allowances for Leadership Positions

The minimum annual allowance payable to Teachers appointed to leadership positions will be as set out in **Table 1C of Pay Schedule 1 of Part G - Monetary Rates** and shall be payable fortnightly. Where an allowance is payable, it will be in addition to the salary payable to the Teacher. Fortnightly rates will be calculated by multiplying the annual rate by 14 and dividing by 365 with the answer rounded to two decimal points.

### 9.2 Acting Appointments

If an Employer appoints a Teacher to act in a Leadership Position for ten or more consecutive school days, the Employer must pay the Teacher the rate prescribed for that position.

### 9.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability and in accordance with documented Employer selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, a Teacher will be informed of professional expectations and duties.

### 9.4 Minimum Number of Leadership positions

- (a) In a Secondary Department, a Level 2 Leadership Position must be established where the teaching hours of a programme of work in an area of instruction or activity as determined by the Principal (e.g. a subject or key learning area) exceed 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 Leadership Positions below the number that would have been required by the Agreement as at the date on which it was lodged, subject to stable enrolments, during the life of the Agreement. Where reductions in the number of Leadership Positions are planned, it is agreed that the School will consult with the affected Teacher(s) and if requested, their representative, in accordance with **Clause 17 - Consultation and Redundancy**. 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).

### 9.5 Period of Appointment

The period of appointment will be as agreed between the Employer and Teacher on appointment.

## 10. Superannuation

### 10.1 Definitions

For the purposes of this clause:

- (a) “Basic Earnings” means:
  - (i) the minimum annual rate of pay prescribed for the Teacher by **subclause 8.1 – Salaries Payable**;
  - (ii) allowances paid in respect of leadership positions pursuant to **Clause 9 – Leadership Positions**;
  - (iii) the amount of any payment made to the Teacher pursuant to **Clause 11 – Annual Adjustment of Salary** and **Clause 6 - Termination of Employment**; and
  - (iv) any other payment that is ‘ordinary time earnings’ (OTE) as defined in subsection 6(1) of the Superannuation Guarantee (Administration) Act 1992 (SGAA).
- (b) “Fund” means:
  - (i) NGS Super, or successor;
  - (ii) The Employer’s default Fund;
  - (iii) any other complying superannuation fund into which the Employer is able to pay the Teacher’s superannuation, and which is nominated by the Teacher; and
  - (iv) an Employee’s existing superannuation fund (stapled super fund),  
  
provided that, if offered as a default Fund, the Fund offers a MySuper product as defined by the *Superannuation Industry (Supervision) Act 1993*.

### 10.2 Benefits

- (a) Each Employer shall, in respect of each Teacher who is entitled to superannuation payments under the SGAA, pay superannuation contributions into the Fund nominated by the Teacher at the relevant charge percentage rate prescribed by the SGAA of the Teacher’s Basic Earnings. See also **subclause 10.4 Additional Superannuation Contributions**.
- (b) Any future increases to the charge percentage rate prescribed by the SGAA will take effect at the date of commencement of any such increase.
- (c) Where a new Teacher commences employment, the Employer shall advise the Teacher in writing of the Teacher’s superannuation entitlements under this Agreement and of the available Funds (including NGS Super) within two weeks of the date of commencement of employment. The Teacher shall advise the Employer in writing of their choice of Fund. If the Teacher does not nominate a Fund and the Teacher does not have a stapled super fund, the Employer may nominate a default Fund.



### 10.3 Transfers between Funds

If a Teacher is eligible to belong to more than one Fund, the Teacher will be entitled to notify the Employer that the Teacher wishes the Employer to pay contributions in respect of the Teacher to a new Fund. The Employer will only be obliged to make such contributions to the new Fund where the Employer has been advised in writing:

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

### 10.4 Additional Superannuation Contributions

This clause does not apply to Mater Dei.

- (a) If a Teacher with five years of service with their current Employer has made an election under **Clause 24 Election regarding Superannuation, Long Service Leave and Annual Leave Loading** to receive the additional superannuation contributions provided under this clause, in addition to its obligations under **subclause 10.2 Benefits**, the Employer must make an additional superannuation contribution in respect of the Teacher, except a Casual Teacher, of:
  - (i) 2.2% of basic earnings for a Teacher with less than 10 years' continuous service with the Employer; and
  - (ii) 3.5% of basic earnings for a Teacher with 10 or more years' continuous service with the Employerper annum, to the relevant Fund.
- (b) These additional contributions will be paid at such times and periods if any as are set out in the Deed of the relevant Fund, or if not specified in the Deed, then as agreed between the Employer and Teachers.

### 10.5 Exceptions

An Employer shall not be required to make contributions under this Agreement in respect of a Teacher who:

- (a) Is absent from his or her employment without pay, for such period of absence without pay; or
- (b) Is under the age of 16 years old and works less than 30 hours per week; or
- (c) Is otherwise referred to in section 27 of the SGAA.

## PART D - LEAVE

### 11. Annual Adjustment of Salary

#### 11.1 Application

This clause will apply in lieu of the corresponding provisions of the Act and notwithstanding any other provisions of this Agreement.

#### 11.2 The provisions of this clause shall apply as set out in the relevant subclauses where:

- (a) a Teacher (other than a Casual Teacher) commences employment after the School Service Date;
- (b) a Teacher (other than a Casual Teacher) takes approved leave without pay for a period which (in total) exceeds 20 pupil days in any year or takes unpaid parental leave; or
- (c) the normal teaching hours of the Teacher have varied since the School Service Date.

#### 11.3 Calculation of Payments

- (a) A payment made pursuant to **paragraphs 11.2 (a) or (b)** shall be calculated in accordance with the following formula:

Steps	Formula
1	$\frac{A \times B}{C} = D$
2	$D - E = F$
3	$\frac{F \times G}{2} = H$

Where:

**A** is the number of term weeks worked by the Teacher since the School Service Date

**B** is the number of non-term weeks in the school year

**C** is the number of term weeks in the school year;

**D** is the result in weeks

**E** is the number of non-term weeks worked by the Teacher since the School Service Date

**F** is the result in weeks

**G** is the Teacher's current fortnightly salary

**H** is the amount due

- (b) A payment made pursuant to **paragraph 11.2 (c)** to a Teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

Steps	Formula
1	$A - B = C$
2	$\frac{C \times D}{E} = F$
3	$F - B = G$

Where:

**A** is the total salary paid to the Teacher since the School Service Date

**B** is the salary paid to the Teacher in respect of non-term weeks since the School Service Date

**C** is the salary paid to the Teacher in respect of term weeks since the School Service Date

**D** is the total number of non-term weeks in the school year

**E** is the total number of term weeks in the school year

**F** is the result in dollars

**G** is the amount due

#### **11.4 Teachers who Commence Employment after the School Service Date**

- (a) A Teacher who commences employment after the School Service Date shall be paid from the date the Teacher commences provided that, at the end of Term 4, the Teacher shall be paid an amount calculated pursuant to **subclause 11.3(a)** of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the Teacher for the purposes of this clause shall be deemed to be the School Service Date.

#### **11.5 Teachers who Take Approved Leave Without Pay or Unpaid Parental Leave**

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

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term 4 of that school year.

- (b) If the leave 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 4 in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a Teacher who has received a payment pursuant to **paragraph 11.5 (b)** returns from leave in the same year rather than the next school year as anticipated, then the Teacher shall be paid at the conclusion of Term 4 as follows:
  - (i) by applying the formula in **paragraph 11.3 (a)** as if no payment had been made to the Teacher at the commencement of leave; and
  - (ii) by deducting from that amount the amount earlier paid to the Teacher.

#### **11.6 Teachers Whose Hours Have Varied**

Where the hours that a Teacher normally teaches at a school have varied since the School Service Date in any school year and the Teacher's employment is to continue into the next school year, the Teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in **paragraph 11.3 (b)** shall be calculated; and
- (b) the Teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above.

(Note: this will have the consequence that the last fortnight of the pupil vacation period in which the Teacher is paid the amount received will differ from the pay in the preceding fortnights).

- 11.7** Notwithstanding the provisions of **subclause 11.1** a Teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the Teacher would otherwise be entitled under the provisions of the Act, in respect of a year of employment.

## 12. Annual Leave and Loading

### 12.1 Entitlement to Annual Leave

- (a) A Teacher, other than a Casual Teacher, is entitled to four weeks annual leave, accrued in accordance with the Act, which shall be deemed to be taken from the commencement of the school summer vacation each year;
- (b) A Teacher must take annual leave re-credited in accordance with the Act only during non-term weeks as directed by the Employer.

**12.2** A Teacher who has not elected under **Clause 24 Election regarding Superannuation, Long Service Leave and Leave Loading** to receive additional superannuation contributions, will be entitled to the benefits of **subclauses 12.3 to 12.8**.

**12.3** Subject to **subclause 12.8**, where a Teacher, other than a Casual Teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the Teacher shall be paid an annual holiday loading calculated in accordance with this clause.

**12.4** The loading shall be payable in addition to the pay payable to the Teacher for the period of the school vacation.

**12.5** The loading shall be calculated:

- (a) in relation to such period of a Teacher's annual holiday as is equal to the period of annual holiday to which the Teacher is entitled for the time being under the Act at the end of each year of employment, or where relevant;
- (b) the period of annual leave calculated under **subclause 12.8**.

**12.6** The loading shall be the amount payable for the period specified in **subclause 12.5 or subclause 12.8** at the rate of 17½ per cent of the weekly equivalent of the Teacher's annual salary.

**12.7** For the purposes of this clause, "salary" shall mean the salary payable to the Teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by **subclause 8.8 - Professional Excellence and Clause 9 - Leadership Positions**, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where **subclause 12.8** of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to **subclause 11.3 or Clause 6 - Termination**.

**12.8** Where a Teacher receives a payment pursuant to **paragraph 11.3 (a) or subclause 6.6 Payment On Termination**, the Teacher shall be entitled to that fraction of the annual leave loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the Teacher divided by the number of term weeks in the whole school year.

## 13. Personal/Carer's Leave

### 13.1 Transitional Arrangements

- (a) From the commencement date and until 31 December 2024, personal/carer's leave entitlements will continue to accrue and accumulate in accordance with the provisions of subclauses 13.1 and 13.2 of the Previous Agreement.
- (b) A Teacher who is employed by an Employer as at 31 December 2024 will be credited on the first pay period on or after 1 January 2025 with a one-off entitlement of 15 days of personal/carer's leave (pro rata for a Part-time Teacher).
- (c) A Teacher who is employed by an Employer as at 31 December 2024 will retain any personal/carer's leave accumulated under the terms of the Previous Agreement.

### 13.2 Entitlement to Paid Personal/Carer's Leave on and from 1 January 2025

- (a) A Teacher, other than a Casual Teacher, shall be entitled to paid personal/carer's leave subject to the conditions and limitations of this clause.
- (b) A Full-time Teacher will be entitled to 15 days personal/carer's leave for each year of service.
- (c) Personal/carer's leave will accrue progressively during a year of service.
- (d) A Part-time Teacher shall be entitled to paid personal/carer's leave on a pro rata basis based on the proportion that the number of teaching hours of that Teacher bears to the number of teaching hours which a Full-time Teacher at the school is normally required to teach.
- (e) A Temporary Teacher shall be entitled to paid personal/carer's leave in that proportion which the period of appointment of the Teacher bears to the length of the school year.
- (f) Any untaken personal/carer's leave will accumulate from year to year.
- (g) A Teacher employed on or after 1 January 2025 will receive a one-off entitlement to 15 days personal/carer's leave up front (pro rata for a Part-time Teacher) on commencement of their first temporary block or permanent appointment in addition to the personal/carer's leave provided in **paragraphs 13.2 (b) to 13.2 (d)**. This one-off entitlement will not apply where the Teacher has transferred their accrued personal/carer's leave from a participating Employer as provided in **Annexure 1 – Portability of Personal/Carer's Leave**.
- (h) A Teacher shall not be entitled to paid personal/carer's leave for any period in respect of which the Teacher is entitled to workers' compensation.

### 13.3 Access to Paid Personal/Carer's Leave

A Teacher may take paid personal/carer's leave if the leave is taken:

- (a) because the Teacher is not fit or able to work because of personal illness, or personal injury, or an unexpected personal emergency, or family and domestic violence affecting the Teacher (and the Teacher has exhausted their paid family and domestic violence leave entitlement); or
- (b) to provide care or support to a member of the Teacher's immediately family, or a member of the Teacher's household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member; or
- (iii) family and domestic violence.

#### **13.4 Notice**

The Teacher shall provide notice of the taking of leave to the Employer as soon as practicable (which may be at any time after the leave has started), but wherever possible it shall be prior to the ordinary commencement time of work or prior to the commencement of the first organised activity at the School in which the Teacher is involved on any day, whichever is earlier. The Teacher will notify the Principal (or other such person as directed by the Principal) of:

- (a) their intention to take personal carer's leave;
- (b) the reason for the leave, being a reason specified in **subclause 13.3**; and
- (c) the period, or expected period of their leave.

#### **13.5 Evidence**

- (a) Evidence will not be required for the first three days of personal carer's leave taken by a Teacher in a school year. For subsequent absences, the provisions set out in **paragraphs 13.5 (b) to (d)** will apply.
- (b) For personal illness or injury, a Teacher will, upon request, provide evidence to the Employer for each absence of two consecutive days or more due to personal illness or injury. Evidence may be a certificate from a medical practitioner or other evidence from a registered health practitioner, or such other evidence which would satisfy a reasonable person.
- (c) For an unexpected personal emergency or family and domestic violence, a Teacher will, upon request, provide documentation that would satisfy a reasonable person or a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of family and domestic violence, and that such circumstance prevented the Teacher from attending work.
- (d) To provide care or support to a member of the Teacher's immediate family or household member, a Teacher will, upon request:
  - (i) produce a certificate from a registered medical practitioner or certificate or other evidence from a registered health practitioner, or statutory declaration, or other evidence that would satisfy a reasonable person, establishing the illness or injury of the person concerned and that the illness or injury is such as to require care by another person; or
  - (ii) produce documentation that would satisfy a reasonable person or a statutory declaration, establishing the nature of the unexpected emergency or the fact of family and domestic violence, and that such circumstance resulted in the person concerned requiring care by the Teacher.

#### **13.6 Employer Concerns Regarding Personal/Carer's Leave**

- (a) Where a Teacher has taken frequent single days of personal/carer's leave, or taken extended personal/carer's leave, or taken frequent days of personal/carer's leave immediately before and/or after a public holiday or a pupil vacation period, the Employer may act in accordance with this subclause.
- (b) The Employer may arrange a meeting to clarify the position with the Teacher. The Employer will invite the Teacher to respond verbally to the issues raised by the Employer. If the Teacher is a Union member, then the Teacher may seek Union advice and assistance.
- (c) After consideration of the Teacher's response, the Employer may:
  - (i) require further evidence of illness/injury or care/support responsibility; and/or
  - (ii) request the Teacher to obtain a second opinion from another doctor at the Employer's cost; and/or
  - (iii) request a more detailed estimation of the likely length of the absence; and/or
  - (iv) require the Teacher to obtain a medical report (at the Employer's cost) in relation to the likely period of absence; and/or
  - (v) discuss with the Teacher any other action.
- (d) The Teacher may, if a member of the Union, request that this matter be discussed at any stage between the Union and the Employer.
- (e) Action shall only be taken pursuant to this subclause when authorised by the Principal of the school.

### 13.7 Portability

Exclusions: the following Catholic Independent Schools are excluded from the provisions of this subclause: Dunlea Centre, Engadine; Maronite College of the Holy Family Parramatta; and St Maroun's College, Dulwich Hill.

- (a) A Teacher who was previously employed with another Catholic Diocesan employer or Catholic Independent School as a Full-time, Part-time or Temporary Teacher shall be entitled to portability of personal/carer's leave in accordance with this subclause.
- (b) Untaken personal/carer's leave which has accumulated in accordance with **subclauses 13.1 and 13.2** since 29 January 1996 shall be credited to the Teacher as their accumulated personal/carer's leave on the commencement of their employment with the Employer.
- (c) For a Teacher to be eligible for portability of personal/carer's leave under this clause, the Teacher must satisfy the following criteria:
  - (i) The Teacher has commenced employment with the Employer within six months or two terms, whichever is the greater, of the Teacher's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
  - (ii) The former Catholic Diocesan Employer or Catholic Independent School will provide to each Teacher, on the Teacher's termination of employment, a completed version of the form set out in **Annexure 1 – Portability of Personal/Carer's Leave** of this Agreement and



the Teacher will provide the original completed form to the new Employer within four school weeks of the commencement of employment.

- (d) For the purpose of this subclause “Catholic Independent School” shall mean an employer set out in **Annexure 1 - Portability of Personal/Carer’s Leave** and “Catholic Diocesan Employer” shall mean the Archdioceses of Sydney and Canberra-Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong.
- (e) Notwithstanding **paragraphs (a) and (b)** of this subclause, the maximum personal/carers’ leave portable pursuant to this subclause shall be 150 days.

### **13.8 Unpaid Personal/Carer’s Leave**

- (a) Subject to the requirements in **subclause 13.4 Notice** and **subclause 13.5 Evidence**, a Teacher, including a Casual Teacher, is entitled to take unpaid personal/carers’ leave if they need to provide care or support for a member of the Teacher’s immediate family or household who requires care and support due to illness or injury, due to an unexpected emergency affecting the member or due to the birth of a child.
- (b) The Employer and the Teacher shall agree on the period for which the Teacher will be entitled to not be available to attend work. In the absence of agreement, the Teacher is entitled to not be available to work for up to 48 hours (i.e. two days) per occasion. The Teacher is not entitled to any payment for the period of non-attendance.
- (c) A Teacher cannot take unpaid personal/carers’ leave under this subclause if the Teacher is entitled to take paid leave pursuant to this clause.
- (d) An Employer must not fail to re-engage a Casual Teacher because the Teacher accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a Casual Teacher are otherwise not affected.

### **13.9 Special Leave**

- (a) The entitlement to special leave under this subclause is effective on and from 1 January 2025.
- (b) A Teacher (other than a casual Teacher) is entitled to be absent from work on one working day each calendar year for the purpose of taking paid special leave. Such leave is non-cumulative. This special leave is in addition to personal/carers’ leave available under **subclauses 13.1 and 13.2**.
- (c) Special leave can be used to meet a scheduled family commitment, where the timing of the commitment is beyond the control of the Teacher, and where the commitment cannot be scheduled outside work time (for example, the graduation of a family member).
- (d) The Teacher will provide the Employer with reasonable notice of their intention to take special leave to enable the Employer to plan for such an absence.
- (e) The Employer may seek further details regarding the nature of the commitment and the reasons why the commitment cannot be scheduled outside of work hours.

## 14. Parental Leave

Except as varied by this clause, all other entitlements and requirements relating to parental leave under the Act shall apply. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act and any other statutory entitlement. Periods of unpaid parental leave will not count as service.

### 14.1 Paid Parental Leave

- (a) A Teacher will be entitled to paid parental leave in accordance with this subclause if:
  - (i) they have an entitlement to and take parental leave under the Act; and
  - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act), or in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Teacher.
- (b) The parental leave shall be paid for 14 weeks at the rate of salary the Teacher would have received if the Teacher had not taken parental leave. (If the period of parental leave granted to the Teacher is for less than 14 weeks then the period of paid parental leave shall be for such lesser period). This period shall be exclusive of non-term periods falling within the 14 weeks.
- (c) The Teacher may elect to be paid during the period of paid leave in **paragraph 14.1 (b)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (d) Where a Teacher applies for a lump sum payment in advance under **paragraph 14.1 (c)**, the Teacher shall give the Employer at least one month's notice of intention.
- (e) If a female Teacher has commenced paid parental leave and subsequently the female Teacher's pregnancy results in a miscarriage or a still birth, the Teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of parental leave taken by the Teacher.
- (f) Paid parental leave shall commence no earlier than one term prior to the expected date of birth, or in the case of adoption, from the date of the child's placement with the Teacher for adoption.
- (g) Non term weeks within the period of paid parental leave shall be deemed to be non term weeks worked by the Teacher for the purpose of **Clause 11 - Annual Adjustment of Salary** and **Clause 6 - Termination**.
- (h) A Teacher on paid parental leave in accordance with this clause will not be employed as a Casual Teacher by the Employer during such paid leave.
- (i) Where a Teacher gives birth to a child whilst on unpaid leave (other than parental leave in relation to the birth of the same child) the Teacher will be entitled to unpaid parental leave in accordance with the Act. However, the Teacher will not be entitled to an additional 14 weeks payment in accordance with **paragraph 14.1 (b)**.
- (j) Except as varied by this provision, the Act shall apply.

#### Notation

- (i) The Employers would prefer that parental leave 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.
- (ii) To facilitate the desirable practice referred to in **paragraph (i)** of this notation, the Employers are prepared to extend the time of parental leave beyond that maximum entitlement prescribed by the Act should the employee agree to return from parental leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

#### **14.2 Paid Parental Leave (Not Primary Caregiver)**

- (a) Where a Teacher has an entitlement to and takes parental leave under the Act but is not the primary person responsible for the care of the child, the Teacher shall be entitled to paid parental leave in accordance with this subclause.
- (b) The Teacher shall be entitled to take paid parental leave in one continuous period not exceeding two weeks on and from the date of their child's birth, or on the day on which their child or the primary care giver leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.
- (c) The Employer and Teacher may agree that the parental leave entitlement at **paragraph 14.2(b)** is taken at another time in the four weeks before the date or expected date of birth of the child or date of placement, and not later than 12 months after the date of birth or placement. The agreement must be recorded in writing.
- (d) The entitlement to paid parental leave in **paragraph 14.2(b)** is inclusive of, and not in addition to, the Teacher's entitlement to take unpaid parental leave in accordance with the Act.

#### **14.3 Temporary Teachers**

- (a) A Temporary Teacher will be entitled to paid parental leave in accordance with **subclause 14.1** and this **subclause 14.3** if they have an entitlement to and take parental leave under the Act and all other relevant criteria required under this **clause 14** are satisfied.
- (b) If the employment of a Temporary Teacher ceases after the commencement, and before the completion of a period of paid parental leave granted under **subclause 14.1**, the Temporary Teacher will be paid the remaining balance of the 14 weeks paid parental leave entitlement, provided the Temporary Teacher has completed at least three years continuous service with the Employer at the time of cessation of employment. The payment will be made as a lump sum payment within 14 days of the cessation of their employment.

#### **14.4 Casual Teachers**

An Employer must not fail to re-engage a regular Casual Teacher because:

- (a) the Teacher is expecting the birth of their child; or
- (b) the Teacher is or has been immediately absent on parental leave.

The rights of an Employer in relation to engagement and re-engagement of Casual Teachers are not affected, other than in accordance with this clause.

For the purposes of this clause a regular Casual Teacher is a Casual Teacher who works for an Employer on a regular and systematic basis and who has a reasonable expectation of ongoing employment on that basis.

#### **14.5 Notice Periods**

Notice periods for parental leave applications are provided in section 74 of the Act.

#### **14.6 Right to Request Extension of Parental Leave**

A Teacher entitled to parental leave may request the Employer to allow the Teacher to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks or to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months in accordance with section 75 to 76C of the Act.

#### **14.7 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 Employer 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 Employer 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 Employer of change of address or other contact details which might affect the Employer's capacity to comply with **paragraph 14.7 (a)**.

## 15. Long Service Leave

### 15.1 Applicability of Long Service Leave Act 1955 (NSW)

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

### 15.2 Accrual of Leave from 30 January 2006

The amount of long service leave which a Teacher will accrue in respect of service performed on and from 30 January 2006 will be:

- (a) In the case of a Teacher who has completed:
  - (i) less than 10 years service, in respect of full-time service a Teacher will accrue 6.5 days per year of service; and
  - (ii) ten or more years of service, in respect of full-time service a Teacher will accrue 10 days per year of service.
- (b) A Teacher will be entitled to accrue leave in respect of part-time service as set out in **paragraph (a)** of this sub-clause on a pro rata basis according to his or her FTE (as defined in **paragraph (c)** of this sub-clause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of teaching hours per week worked by a Teacher bears to the number of teaching hours which a full-time Teacher at the school is required to teach per week. (NB that this formula is the same as that which is utilised in **subclause 8.3 Payment of Part-time, Temporary and Casual Teachers** of this Agreement for calculation of payment of Part-Time Teachers).
- (d) A Teacher will be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to **subclause 16.3**.

### 15.3 Calculation of Accrual as at 29 January 2006

- (a) A Teacher whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous applicable industrial instruments and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	0.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.

1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.
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- (b) On and from 30 January 2006 long service leave accrual has reflected the differing patterns of work of Teachers within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals were converted from weeks to working days.
- (c) The following formula was used to calculate the number of days of long service leave that a Teacher is entitled to as at 29 January 2006:
  - (i) all full-time Teachers, as at 29 January 2006, had their weeks of accrued long service leave converted to days on the basis of one week of accrued leave equals five days of accrued leave;
  - (ii) all Part-Time Teachers, as at 29 January 2006, had their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 15.2 of this clause) of the last five years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.
- (d) Notwithstanding the provisions of this subclause, some enterprise agreements provided for different rates of long service leave in periods prior to 15 August 2001.

#### 15.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A Teacher will be entitled to take long service leave accrued in accordance with **subclauses 15.2 and 15.3** of this clause on the completion of 10 years' service with an Employer and on the completion of each additional five years' service thereafter.
- (b) In the case of a Teacher who has completed at least five years' service with an Employer and the service of the Teacher is terminated or ceases for any reason, such Teacher will be paid their accrued long service leave calculated in accordance with **subclauses 15.2 and 15.3** of this clause.

#### 15.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the Teacher can be taken at the Teacher's current FTE when the long service leave is taken.

For example, a Teacher works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The Teacher would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the Teacher works 2.5 days per week (0.5 FTE) at the time they commence leave, the Teacher would be entitled to take their 90 days of long service leave over 36 weeks.

- (b) Where a Teacher has become entitled to long service leave in respect of the Teacher's service with an Employer, the Employer will give to the Teacher and the Teacher will take the leave as soon as practicable, having regard to the needs of the Employer, provided always that unless

the Employer otherwise agrees, the Teacher will give not less than two school terms notice of the Teacher's wish to take leave, and further provided that the Employer will give the Teacher not less than two school terms' notice of any requirement that such leave be taken.

- (c) A Teacher may request and be granted leave without pay to be taken in addition to long service leave such that the total period of leave comprises a complete school term.
- (d) Long service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a Teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with **subclause 15.10 Long Service Leave in Short Blocks**, then the Employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of 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.

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

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous applicable industrial instruments in place from 1 January 1985 until 7 December 2000.

#### **15.7 Service**

The service of a Teacher with an Employer will be deemed continuous notwithstanding the service has been interrupted by reason of the Teacher taking approved leave without pay (including unpaid parental leave in accordance with **Clause 14 - Parental Leave**), but the period during which the service is so interrupted will not be taken into account in calculating the period of service.

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

Where a Teacher has an entitlement to long service leave and takes leave in accordance with the *Long Service Leave Act 1955* (NSW) (that is, at least for a month) the Teacher and the Employer may agree that, in addition to payment for the long service leave taken, the Teacher may be paid an amount in lieu of any additional long service leave accumulated by the Teacher. The portion of long service leave that may be cashed out must not include the minimum leave entitlement under the *Long Service Leave Act 1955* (NSW).

Any payment arising from the conditions applicable in this subclause will be paid by the Employer upon the commencement of the Teacher's long service leave.

#### **15.9 Long Service Leave and Leave without Pay**

Where a Teacher takes long service leave for an entire school term and the Teacher wishes to take the following school term as leave without pay, the Employer will ordinarily consent to such arrangement where the Teacher has had five years continuous service with that Employer. However, such leave without pay will ordinarily be approved for terms in the same year.

#### **15.10 Long Service Leave in Short Blocks**

The Employer may permit Teachers to take long service leave in short blocks.

#### **15.11 Long Service Leave Portability**

Eligible Teachers are entitled to portability of long service leave as outlined in **Annexure 2 - Catholic Schools Intrastate Long Service Leave Portability Arrangement** of this Agreement.

#### **15.12 Long Service Leave for Teachers who Elect to Receive Additional Superannuation**

A Teacher who elects pursuant to **Clause 24 - Election regarding Superannuation, Long Service Leave and Leave Loading** to receive additional superannuation and not receive annual leave loading and to receive a lower rate of long service leave shall be entitled to long service leave in accordance with the *Long Service Leave Act 1955 (NSW)*, that is 4.330 days per year of service, for the period during which the Teacher received the additional superannuation.



## 16. Other Leave

### 16.1 Compassionate Leave

- (a) A Teacher (other than a casual Teacher) shall, on each occasion of the death of an immediate family or household member of the Teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three working days per occasion.
- (b) A Teacher (other than a Casual Teacher) shall be entitled to paid leave of up to two working days for each occasion when
  - (i) a member of the Teacher's immediate family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life;
  - (ii) a child is stillborn, where the child would have been a member of the Teacher's immediate family, or a member of the Teacher's household, if the child had been born alive; or
  - (iii) the Teacher, or the Teacher's spouse or de facto partner, has a miscarriage (provided this does not apply if the miscarriage applies to a former spouse of the Teacher).
- (c) A Teacher must notify the Employer as soon as practicable of their intention to take leave under this subclause and must advise the Employer of the period, or expected period of leave.
- (d) A Teacher may be required to provide the Employer with satisfactory evidence of such death, personal illness or personal injury.
- (e) Where a Teacher takes compassionate leave in accordance with **paragraphs 16.1(a) or 16.1 (b)** an Employer, in its absolute discretion, may grant the Teacher additional leave as leave without pay or leave with pay.
- (f) Where a Teacher requests leave to attend a funeral for a person not specified in **paragraph 16.1(a)**, the Employer in its absolute discretion may grant the Teacher leave as leave without pay or compassionate leave with pay.
- (g) Where an Employer grants a Teacher leave with pay in accordance with **paragraphs 16.1(e) or 16.1 (f)**, such leave will be deducted from the Teacher's entitlement to Personal/Carer's Leave in accordance with **Clause 13 – Personal/Carer's Leave**.
- (h) Compassionate Leave may be taken in conjunction with other leave available under **Clause 13 – Personal/Carer's Leave**. In determining such a request, the Employer will give consideration to the circumstances of the Teacher and the reasonable operational requirements of the business.
- (i) **Compassionate Entitlement for Casual Teachers**
  - (i) A Casual Teacher is entitled to up to two days of unpaid compassionate leave per occasion in the circumstances as described in **paragraphs 16.1 (a) and (b)**.
  - (ii) A Casual Teacher must notify the Employer as soon as practicable of their intention to take unpaid leave in accordance with **subparagraph 16.1 (i) (i)** and must advise the Employer of the period or expected period of the leave.

- (iii) A Casual Teacher may be required to provide the Employer with satisfactory evidence of such death and/or illness or injury.
- (iv) An Employer must not fail to re-engage a Casual Teacher because the Teacher has accessed the entitlements in this subparagraph. The rights of an Employer to engage or not engage a Casual Teacher are otherwise not affected.

## **16.2 Military Reserve Leave**

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

## **16.3 Examination Study Leave**

Any Teacher who, for the purpose of furthering Teacher training, enrolls in any course at a recognised higher education institution, will be granted leave:

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

## **16.4 Jury Service**

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

## **16.5 Community Service Leave**

- (a) The Employer will provide a Teacher with community service leave in accordance with the Act.
- (b) Where the involvement of a Teacher (other than a Casual Teacher) in a community service activity has been approved by the Employer after consideration of the needs of the school, a Teacher will be entitled to paid leave of not more than five days in any school year (unless agreed with the Employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

## **16.6 Overseas Volunteer Programs**

- (a) A Full-Time or Part-Time Teacher will be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub- clause. Such leave will normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the Employer.

- (b) A Teacher is eligible for leave after completion of five years continuous service with the Employer. An application for leave will be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay will not count as service with the Employer for the purpose of long service leave.

#### **16.7 Family and Domestic Violence Leave**

The Employer will provide a Teacher with paid family and domestic violence leave in accordance with sections 106A to 106E of the Act.

#### **16.8 Emergency Disaster Leave**

- (a) The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.
- (b) Teachers will assist with keeping schools open to support students, families, and the community and to provide continuity of teaching and learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in paragraph (c) or are otherwise on approved leave. Subject to **paragraph 16.8(c)** Teachers may be asked to assist with preparing for a reopening of a school damaged by a declared natural disaster.
- (c) A full-time or part-time Teacher who is unable or prevented from attending work or cannot work remotely because of a declared natural disaster will be granted a maximum of two days' paid leave per calendar year (non-cumulative) in the following circumstances:
  - (i) they must remain at home because transport services and facilities are disrupted or discontinued, and they are not able to reach a place of work in a timely manner; or
  - (ii) they are away from their usual residence, and are unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or
  - (iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or
  - (iv) they must remain at home to have essential temporary repairs effected, restore, or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.
- (d) In respect of the entitlement set out in **paragraph 16.8(c)**, a Teacher may be required to provide satisfactory evidence.
- (e) The Teacher will advise the Employer as soon as possible of their intention to apply for leave pursuant to this subclause, the expected duration, and the reason for the absence.
- (f) If a natural disaster is declared retrospectively and a full-time or part-time Teacher has already taken other leave because of that declared natural disaster in the circumstances set out in **paragraph 16.8(c)**, the Teacher may apply for that other leave (including unpaid

leave) to be converted to paid emergency disaster leave up to a maximum of two days per calendar year.

- (g) For the purpose of this clause, the Teacher's "home", means the Teacher's principal place of residence only.

Note: A full-time or part-time Teacher who is impacted by a natural disaster may be entitled to apply for paid personal/carer's leave under **Clause 13 – Personal/Carer's Leave** of this Agreement. A Teacher who is unable to or prevented from attending work because of floods, severe snowfall or storms, bushfires, or other natural emergencies in the circumstances in **subparagraphs 16.8(c)(i) to (iv)** and cannot work remotely will be considered to be affected by the unexpected personal emergency for the purposes of **Clause 13 – Personal/Carer's Leave**. For clarity, personal/carers leave cannot be taken concurrently with paid emergency disaster leave.

## PART E CONSULTATION AND REDUNDANCY AND DISPUTE PROCEDURES AND OTHER MATTERS

### 17. Consultation and Redundancy

#### 17.1 Application of this clause

Except as varied by this clause, all other entitlements relating to redundancy under the Act shall apply.

#### 17.2 Consultation regarding major workplace change:

##### (a) Duty to Notify and Discuss

- (i) Where the Employer 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 Employer shall notify the Teachers who may be affected by the proposed changes and the union to which they belong.
- (ii) The Employer shall discuss with the Teachers affected and their representative, which may be the union to which they belong 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.
- (iii) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Teachers to other work or locations and the restructuring of jobs.

##### (b) Discussions before Termination

- (i) Where the Employer has made a definite decision that the Employer no longer wishes the job the Teacher has been doing done by anyone and that decision may lead to the termination of employment, the Employer shall hold discussions with the Teachers directly affected and with the union to which they belong.
- (ii) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of **subparagraph 17.2 (b)(i)** 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 Teachers concerned.
- (iii) For the purposes of the discussion the Employer shall, as soon as practicable, provide, in writing, to the Teachers concerned and their representative, which may be the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Teachers likely to be affected, and the number of Teachers normally employed and the period over which the terminations are likely to be carried out. Provided that the Employer shall not be

required to disclose confidential information the disclosure of which would adversely affect the Employer.

(c) Notice for Change in Production, Program, Organisation or Structure

This paragraph sets out the notice provisions to be applied to terminations by the Employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with **paragraph 17.2 (a)**. In order to terminate the employment of a Teacher the Employer shall give to the Teacher notice as set out in **Clause 6 - Termination of this Agreement**.

(d) Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the Employer for reasons arising from 'technology' in accordance with **subclause 17.2**.

- (i) In order to terminate the employment of a Teacher the Employer shall give to the Teacher 3 months notice of termination.
- (ii) 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.
- (iii) The period of notice required by this sub-clause to be given shall be deemed to be service with the Employer for the purposes of the *Long Service Leave Act 1955 (NSW)*, the Act, or any act amending or replacing either of these acts.

(e) Time Off During the Notice Period

- (i) During the period of notice of termination given by the Employer 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.
- (ii) If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Teacher shall not receive payment for the time absent.

(f) Teacher Leaving During the Notice Period

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

(g) Statement of Employment

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

(h) Notice to Centrelink

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

(i) Centrelink Employment Separation Certificate

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

(j) Transfer to Lower Paid Duties

Where a Teacher is transferred to lower paid duties for reasons set out in **paragraph 17.2 (a)**, and the Teacher agrees to the transfer, the Teacher shall be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(k) Severance Pay

Where a Teacher is to be terminated pursuant to this clause, the Employer shall pay the following severance pay in respect of a period of continuous service:

- (i) If the Teacher is under 45 years of age, the Employer shall pay in accordance with the following scale:

<b>Years of Service</b>	<b>Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (ii) Where the Teacher is 45 years old or over, the entitlement shall be in accordance with the following scale:

<b>Years of Service</b>	<b>Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (iii) A weeks' pay means the all-purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances provided for in this Agreement.
- (l) Incapacity to Pay
  - (i) Subject to an application by the Employer and further order of the FWC, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in **paragraph 17.2 (k) Severance Pay**.
  - (ii) The FWC shall have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the amount of severance pay in **paragraph 17.2 (k) Severance Pay** above will have on the Employer.
- (m) Alternative Employment

Subject to an application by the Employer and further order of the FWC, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in **paragraph 17.2 (k) Severance Pay** if the Employer obtains acceptable alternative employment for a Teacher.

### **17.3 Consultation about change to regular roster or ordinary hours of work**

- (a) Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Teachers, the Employer must consult with the Teacher or Teachers affected and their representatives, if any, about the proposed change. If the Teacher is a member of the Union, the Teacher may appoint the Union to be their representative.
- (b) The Employer must:
  - (i) provide to the Teacher or Teachers affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the teacher's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the Teacher or Teachers affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the Teacher or Teachers concerned and/or their representatives.
- (c) The requirement to consult under this subclause does not apply where a Teacher has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other provisions within this Agreement concerning the scheduling of work and notice requirements.



## 18. Dispute Procedures

- 18.1** The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this Agreement and the NES, by measures based on consultation, cooperation, and negotiation.
- 18.2** Subject to the provisions of the Act, disputes in relation to matters under this Agreement and the NES shall be dealt with in the following manner:

### ***Step 1***

In the first instance the parties must make a reasonable attempt to resolve the dispute at the workplace by discussions between the Teacher or Teachers concerned and the Principal or nominee of the Principal.

### ***Step 2***

Should the matter not be resolved at Step 1, then it may be referred by either party to the FWC, or any other person agreed between the parties, for conciliation, provided the party that refers the matter to the FWC has complied with their obligations in Step 1. During conciliation, the FWC may:

- (i) arrange conferences of the parties or their representatives at which the FWC is present; and
- (ii) require the attendance of the parties or their representatives; and
- (iii) arrange for the parties or their representatives to confer among themselves at conferences at which the FWC is not present; and
- (iv) if requested by the parties, make non-binding recommendations about particular aspects of a matter about which they are unable to reach agreement.

### ***Step 3***

Subject to **paragraph 18.3**, if the FWC is unable to resolve the dispute by conciliation, the FWC may then, on application by either party:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

Provided, however, that the party who has initiated the application to the FWC under Step 3 has complied with their own obligations under Step 1 and Step 2.

In arbitrating the dispute the FWC may only:

- (i) give directions about the process to be followed within the School to resolve the matter in dispute; and/or
- (ii) make a determination about a matter that is provided for under this Agreement or the NES; and/or
- (iii) determine the matter in dispute consistent with the relevant provisions of this Agreement or the NES.

Note: If the FWC arbitrates the dispute it may also use the powers that are available to it under the Act. A decision the FWC makes when arbitrating a dispute is a decision for the purposes of Div. 3 of Part 5-1 of the Act. Therefore, an appeal may be made against the decision.

- 18.3** Where a dispute concerns the reasonable business grounds for an Employer's refusal of a Teacher's request for flexible work arrangements pursuant to **clause 23 – Right to Request Flexible Working Arrangements** of this Agreement, the dispute will only progress beyond Step 2 to Step 3 if both parties agree.
- 18.4** The Employer or the Teacher may appoint another person, organisation, or association to accompany and/or represent them for the purpose of this clause. Where the Teacher appoints the Union, the Union shall be party to the dispute.
- 18.5** A Teacher who is party to a dispute must, while the dispute is being resolved:
- (a) continue to work in accordance with his or her contract of employment, unless the Teacher has a reasonable concern about an imminent risk to his or her health and safety; and
  - (b) comply with any reasonable direction given by the Employer to perform available work, either at the same workplace or at another workplace. If the Employer exercises its right to direct a Teacher to perform other available work, the Employer must have regard to:
    - (i) the provisions (if any) of the law of the Commonwealth or Territory dealing with work health and safety that apply to that Teacher or that other work; and
    - (ii) whether that work is appropriate for the Teacher to perform.

## 19. Fair Procedures

### 19.1 Definitions

For the purpose of this clause:

- (a) **‘Child’** means a person under the age of 18 years:
- (b) **‘Exempt Allegation’** means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Children’s Guardian Act 2019 (NSW)* applies. These exemptions are:
  - (i) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards; or
  - (ii) the use of physical force that, in all the circumstances, is trivial or negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures; or
  - (iii) conduct of a class or kind exempted from being reportable conduct by the Children’s Guardian under section 30 of the *Children’s Guardian Act 2019 (NSW)*.
- (c) **‘Reportable Allegation’** means an allegation of reportable conduct against a Teacher or an allegation of misconduct that may involve reportable conduct, whether or not the conduct is alleged to have occurred in the course of the Teacher’s employment with the Employer.
- (d) **‘Reportable Conduct’** as defined in the *Children’s Guardian Act 2019 (NSW)* means:
  - (i) any sexual offence
  - (ii) sexual misconduct
  - (iii) ill treatment of a child
  - (iv) neglect of a child
  - (v) an offence under Section 45B or 316A of the *Crimes Act 1900 (NSW)*; or
  - (vi) behaviour that causes significant emotional or psychological harm to a child.

### 19.2 Procedural Fairness to Employees in dealing with reportable allegations and exempt allegations

- (a) A Teacher, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her Employer (or the person delegated by his or her Employer to do so) of the reportable allegation or exempt allegation made against them and be given:
  - (i) an opportunity to respond to the reportable allegation or exempt allegation; and
  - (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the Teacher, have otherwise directed the Employer not to do so.

- (b) Where an interview is required, the Teacher shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation; the names and positions of persons who will be attending the interview; the right to be accompanied by a person of the Teacher's choice (a witness). The Teacher shall be given sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.

### **19.3 Access to files**

The Teacher may, subject to giving reasonable notice, inspect a file in regard to a reportable allegation or exempt allegation pursuant to the *Children's Guardian Act 2019* (NSW):

- (a) The Teacher is to be informed by his or her Employer of the location of any files that the Employer holds relating to the Teacher, concerning a reportable allegation or an exempt allegation made against the Teacher;
- (b) Access is limited to the documents relevant to the adverse finding that was made and not the entire file.

### **19.4 The Employer may redact, restrict or withhold access to any such file, or part of a file, where the Employer has reason to believe that the provision of access would either:**

- (a) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
- (b) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
- (c) prevent the Employer from reporting the details of a reportable allegation or an exempt allegation against an Employee, in compliance with any statutory deadline.

### **19.5 Response Time**

- (a) The Teacher must respond to the Employer with regards to any concerns they have, including submitting any further documentation, within 10 working days of inspecting the relevant file or part of the file.
- (b) The Employer must provide a reply to the issues raised by the Teacher, place such documentation on the file and consider any material so raised with respect to the impact, if any, on the finding so made.

### **19.6 Additional Documentation from Teacher**

- (a) A Teacher against whom a reportable allegation or an exempt allegation has been made may submit to his or her Employer documentation, in response to the matters alleged against him or her.
- (b) The Employer must place such documentation on the file held by the Employer concerning the reportable allegation or exempt allegation made against the Teacher.

#### **19.7 Confidentiality of documents and files**

The Employer must implement procedures to safeguard the confidentiality of any file held by the Employer concerning any reportable allegation or exempt allegation made against a Teacher.

## 20. Suspension

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

## 21. Union Members and Representatives

- (a) 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.
- (b) Union meetings must not take place during timetabled teaching time.
- (c) The Employer will permit the Union representative in the school to post Union notices relating to the holding of meetings on a common room noticeboard.
- (d) The Union representative in the school shall be permitted in working hours (other than timetabled teaching time) to meet the Employer or the Principal on Union business. Such meeting shall take place at a time and place convenient to both parties.

## PART F - MISCELLANEOUS

### 22. Individual Flexibility Arrangements

#### 22.1 Individual Flexibility Arrangements

An Employer and an Employee covered by this Agreement, may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (i) the arrangement deals with one or more of the following matters:
  - (ii) arrangements about when work is performed;
  - (iii) overtime rates;
  - (iv) penalty rates;
  - (v) allowances;
  - (vi) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

#### 22.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

#### 22.3 The Employer must ensure that the individual flexibility arrangement:

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



- 22.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 22.5** The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing – at any time.

## 23. Right to Request Flexible Working Arrangements

### 23.1 Right to Request Flexible Working Arrangements.

If any of the circumstances referred to in **subclause 23.2** below apply to a Teacher and the Teacher would like to change his or her working arrangements because of those circumstances, then the Teacher may request the Employer for a change in working arrangements relating to those circumstances.

(N.B. examples of changes in working arrangements include change in hours of work, changes in patterns of work and changes in location of work).

### 23.2 The following are the circumstances:

- (a) the Teacher is pregnant;
- (b) the Teacher is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) the Teacher is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (d) the Teacher has a disability;
- (e) the Teacher is 55 or older;
- (f) the Teacher is experiencing violence from a member of the Teacher's family;
- (g) the Teacher provides care or support to a member of the Teacher's immediate family, or a member of the Teacher's household, who requires care or support because the member is experiencing violence from the member's family.

To avoid doubt, and without limiting the above provisions, a Teacher who is a parent, or has responsibility for the care of a child, and is returning to work after taking leave in relation to the birth or adoption of the child, may request to work part-time to assist the Teacher to care for the child.

### 23.3 The Teacher is not entitled to make the request unless:

- (a) for a Teacher other than a Casual Teacher – the Teacher has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a Casual Teacher – the Teacher:
  - (i) is immediately before making a request, a regular casual employee of the Employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and
  - (ii) has a reasonable expectation of continuing employment with the Employer on a regular and systematic basis.
- (c) the request must:
  - (i) be in writing; and
  - (ii) set out details of the change sought and of the reasons for the change.

- 23.4** Before responding to a request made under this section, the Employer must discuss the request with the Teacher and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Teacher's circumstances having regard to:
- (a) the needs of the Teacher arising from their circumstances;
  - (b) the consequences for the Teacher if changes in working arrangements are not made; and
  - (c) any reasonable business grounds for refusing the request.
- 23.5** The Employer must give the Teacher a written response to the request within 21 days, stating whether the Employer grants or refuses the request. The Employer may refuse the request only on reasonable business grounds. Reasonable business grounds include, but are not limited to, the following:
- (a) that the new working arrangements requested by the Teacher would be too costly for the Employer;
  - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the Teacher;
  - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the Teacher;
  - (d) that the new working arrangements requested by the Teacher would be likely to result in a significant loss in efficiency or productivity;
  - (e) that the new working arrangements requested by the Teacher would be likely to have a significant negative impact on student learning or the operation of the school.
- 23.6** If the Employer and Teacher could not agree on a change in working arrangements under subclause 23.4, the written response under **subclause 23.5** must:
- (a) state whether or not there are any changes in working arrangements that the Employer can offer the Teacher so as to better accommodate the Teacher's circumstances;
  - (b) if the Employer refuses the request, the written response must include details of the reasons for the refusal, including the business ground/s for the refusal and how the ground/s apply;
  - (c) if the Employer can offer the Teacher such changes in working arrangements, set out those changes in working arrangements; and
  - (d) set out the effect of sections 65B and 65C.
- 23.7** If the Employer and the Teacher reached an agreement under **subclause 23.4** on a change in working arrangements that differs from that initially requested by the Teacher, then the Employer must provide the Teacher with a written response to their request setting out the agreed change(s) in working arrangements.

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

### 24.1 Additional Superannuation Election – Teachers with Five or More Years of Service

A Teacher with five or more years of service with their current Employer may, if employed by an Employer to whom this clause applies, elect to receive additional superannuation contributions under **subclause 10.4** instead of receiving annual leave loading provided under **subclause 13.3** and Long Service Leave as provided under **subclause 15.2**.

An Employer shall advise the Teacher of the existence of this option on engagement.

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

- (a) A Teacher who as at the date of commencement of this Agreement has five or more years of service with their current Employer must make an election in accordance with **subclause 24.1** within four weeks of the commencement of this Agreement.
- (b) A Teacher who accrues five years of service with their current Employer after the date of commencement of this Agreement must make an election in accordance with **subclause 24.1** within two weeks of attaining five years of service with the Employer, or within four weeks of the commencement of this Agreement, whichever is later.
- (c) If the Teacher does not make an election within the time provided in **paragraphs 24.2(a) or (b)**, the Teacher will be deemed not to have made an election under **subclause 24.1** and will receive their long service leave at the higher rate of 6.5 days for less than 10 years of service and at 10 days for more than 10 years of service.
- (d) A Teacher may only make an election under **subclause 24.1** once during the life of the Agreement.

## 25. No Extra Claims

- 25.1** Except as provided by the Act, prior to 31 December 2025, there will be no further claims by the parties to this Agreement for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters contained in this Agreement.
- 25.2** The parties agree that the wage increases provided for in this Agreement are in lieu of any improvements in wages provided for under any decision of the FWC handed down prior to or during the nominal term of this Agreement and until 31 December 2025 and no claim can be made for such increases.

## PART G – MONETARY RATES

### Pay Schedule 1

**Table 1A – Annual Salaries (except St Joseph’s College)**

	Annual salary from the first full pay period on or after 1/2/21 (2.28%) \$	Annual salary from the first full pay period on or after 1/2/22 (2.04%) \$	Annual salary from the first full pay period on or after 1/2/23 (2.04%) \$	Annual salary from the first full pay period on or after 9/10/23 (2%) \$	Annual salary from the first full pay period on or after 1/2/24 (5%) \$	Annual salary from the first full pay period on or after 1/2/25 (5%) \$
Band 1	81,787	83,455	85,157	86,860	91,203	95,763
Band 2.1	101,480	103,550	105,662	107,775	113,164	118,822
Band 2.2	-	-	-	-	122,100	128,205
Band 3	115,876	118,240	120,652	123,065	129,218	135,679

**Table 1A – Annual Salaries (St Joseph’s College)**

	Annual salary from the first full pay period on or after 1/2/21 (2.28%) \$	Annual salary from the first full pay period on or after 1/2/22 (2.04%) \$	Annual salary from the first full pay period on or after 1/2/23 (2.04%) \$	Annual salary from the first full pay period on or after 9/10/23 (2%) \$	Annual salary from the first full pay period on or after 1/2/24 (5%) \$	Annual salary from the first full pay period on or after 1/2/25 (5%) \$
Band 1	83,586	85,291	87,031	88,772	93,211	97,872
Band 2.1	103,713	105,829	107,988	110,148	115,655	121,438
Band 2.2	-	-	-	-	122,100	128,205
Band 3	118,426	120,842	123,307	125,773	132,062	138,665

**Table 1B – Casual Rates of Pay (except St Joseph’s College)**

	Rate from the first full pay period on or after 1/2/21 (2.28%) \$	Rate from the first full pay period on or after 1/2/22 (2.04%) \$	Rate from the first full pay period on or after 1/2/23 (2.04%) \$	Rate from the first full pay period on or after 9/10/23 (2%) \$	Rate from the first full pay period on or after 1/2/24 (5%) \$	Rate from the first full pay period on or after 1/2/25 (5%) \$
<b>Band 1</b>						
Full Day	408.94	417.28	425.79	434.30	456.02	478.82
Half Day	204.47	208.64	212.89	217.15	228.01	239.41
<b>Band 2.1</b>						
Full Day	507.40	517.75	528.31	538.88	565.82	594.11
Half Day	253.70	258.88	264.16	269.44	282.91	297.06

**Table 1B – Casual Rates of Pay (St Joseph’s College)**

	Rate from the first full pay period on or after 1/2/21 (2.28%) \$	Rate from the first full pay period on or after 1/2/22 (2.04%) \$	Rate from the first full pay period on or after 1/2/23 (2.04%) \$	Rate from the first full pay period on or after 9/10/23 (2%) \$	Rate from the first full pay period on or after 1/2/24 (5%) \$	Rate from the first full pay period on or after 1/2/25 (5%) \$
<b>Band 1</b>						
Full Day	417.93	426.46	435.16	443.86	466.06	489.36
Half Day	208.97	213.23	217.58	221.93	233.03	244.68
<b>Band 2.1</b>						
Full Day	518.57	529.15	539.94	550.74	578.28	607.19
Half Day	259.28	264.57	269.97	275.37	289.14	303.60

**Table 1C – Annual Allowances (except St Joseph’s College)**

	Rate from the first full pay period on or after 1/2/21 (2.28%) \$	Rate from the first full pay period on or after 1/2/22 (2.04%) \$	Rate from the first full pay period on or after 1/2/23 (2.04%) \$	Rate from the first full pay period on or after 9/10/23 (2%) \$	Rate from the first full pay period on or after 1/2/24 (5%) \$	Rate from the first full pay period on or after 1/2/25 (5%) \$
<b>Professional Excellence</b>						
	9,128	9,314	9,504	9,694	10,179	10,688
<b>Leadership Level</b>						
Level 1	9,128	9,314	9,504	9,694	10,179	10,688
Level 2	18,108	18,477	18,854	19,231	20,193	21,203
Level 3	27,237	27,793	28,360	28,927	30,373	31,892
Level 4	42,950	43,826	44,720	45,614	47,895	50,290

**Table 1C – Annual Allowances (St Joseph’s College)**

	Rate from the first full pay period on or after 1/2/21 (2.28%) \$	Rate from the first full pay period on or after 1/2/22 (2.04%) \$	Rate from the first full pay period on or after 1/2/23 (2.04%) \$	Rate from the first full pay period on or after 9/10/23 (2%) \$	Rate from the first full pay period on or after 1/2/24 (5%) \$	Rate from the first full pay period on or after 1/2/25 (5%) \$
<b>Professional Excellence</b>						
	9,329	9,519	9,713	9,907	10,402	10,922
<b>Leadership Level</b>						
Level 1	9,329	9,519	9,713	9,907	10,402	10,922
Level 2	18,507	18,885	19,270	19,655	20,638	21,670
Level 3	27,838	28,406	28,985	29,565	31,043	32,595
Level 4	43,894	44,789	45,703	46,617	48,948	51,395



## Pay Schedule 2 – Other Rates

	<b>Rate effective from the first pay period on or after the commencement date of the Agreement</b>
Own car allowance where use is authorised by the school (clause 8.4)*	\$0.99 per km

*\*This allowance has been adjusted to include CPI increases (All Groups, Weighted average of eight capital cities) up to the June Quarter 2023*

## PART H - ANNEXURES

### ANNEXURE 1 – Portability of Personal/Carer's Leave

#### PORTABILITY OF PERSONAL/CARER'S LEAVE

**Part A to be completed by Teacher:**

Name of Teacher:

Name of former Catholic Employer:

I, \_\_\_\_\_ was formerly employed by \_\_\_\_\_

(Name of Teacher )

(Name of former Catholic Employer)

as a Teacher from \_\_\_\_\_ to \_\_\_\_\_.

(Date)

(Date)

\_\_\_\_\_

\_\_\_\_\_

Signature of Teacher

Date

**Part B to be completed by former Catholic Employer:**

\_\_\_\_\_ was employed by the Employer as a Teacher

(Name of Teacher)

and ceased work on \_\_\_\_\_.

(Date)

At that time, untaken personal/carer's leave with the Employer accrued over the preceding \_\_\_\_\_ years of continuous service is as follows:

#### SET OUT RECORD

**For example for Catholic Independent School Employers**

	NUMBER OF UNTAKEN PERSONAL/CARER'S LEAVE DAYS
Last year of employment	
Year 2 accumulation	

Year 3 accumulation	
Year 4 accumulation	
Year 5 accumulation	
Year 6 accumulation	

**For example for Catholic Diocesan Employers**

Total untaken paid personal/carer's leave as at last day of service: \_\_\_\_\_

Note: Under this Arrangement, the maximum personal/carer's leave portable from a Participating Employer will be 150 days.

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date

**Catholic Independent Schools who participate in the Portability of Personal/Carer's Leave**

The following Catholic Independent Schools participate in this scheme: Brigidine College, St Ives ; Chevalier College, Bowral; Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; Holy Saviour School, Greenacre; Mater Dei, Camden; Mount St Benedict College, Pennant Hills; Oakhill College, Castle Hill; Our Lady of Mercy College, Parramatta; Red Bend Catholic College, Forbes; Rosebank College, Five Dock; Santa Sabina College, Strathfield; St Augustine's, Sydney; St Charbel's College, Punchbowl; St Dominic's College, Penrith; St Edmund's College, Wahroonga; St Edward's College, East Gosford; St Gabriel's School, Castle Hill; St Gregory's College, Campbelltown; St Joseph's College, Hunters Hill; St Lucy's School, Wahroonga; St Mary Star of the Sea College, Wollongong; St Patrick's College, Campbelltown; St Patrick's College, Strathfield; St Paul's International College, Moss Vale; St Pius X College, Chatswood; St Scholastica's College, Glebe; St Vincent's College, Potts Point; The John Berne School, Lewisham; Trinity Catholic College Lismore and Waverley College, Waverley, St Mary's Flexible Learning Centre, St Marys, Wollongong Flexible Learning Centre, Towradji, St Laurence Flexible Learning Centre, Broadmeadow, Pambula Beach Flexible Learning Centre, Pambula Beach.

# ANNEXURE 2 – Catholic Schools Intrastate Long Service Leave Portability Arrangement

## 1. APPLICATION

### 1.1 THIS ANNEXURE WILL APPLY TO:

- (a) The Employers listed in **clause 6**; and
- (b) Any person employed in a Catholic school listed in **clause 6** or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an Employer listed in **clause 6**:
  - (i) whose employment is terminated with an employer; and
  - (ii) who is subsequently employed by a new employer after 28 January 2005; and
  - (iii) who qualifies to transfer his/her long service leave entitlement from one employer to another employer under this Arrangement or the former industrial instrument the Catholic Schools Long Service Leave Portability (State) Agreement as made by NSW Industrial Relations Commission on 17 December 2004 and gazette in NSW Industrial Gazette Vol 350. Pg.1140.

## 2. OBJECTIVE

The principal object of this Annexure is to provide for the portability of Long Service Leave to employees engaged in Catholic Education Offices, Catholic Schools Offices, together with employees employed in schools of the organisations listed in Clause 6 under defined employment circumstances, (“continuous” service). Service will be deemed to be continuous when an employee terminates employment with a participating employer and shortly thereafter commences employment with another participating Employer.

## 3. DEFINITIONS

### FOR THE PURPOSE OF THIS ANNEXURE:

**‘Employer’** means any Catholic Systemic School or Catholic Independent School listed in **clause 6** to this Annexure.

**‘Former Employer’** means any Employer listed in **clause 6** to this Annexure on the day of an employee’s last termination of employment.

**‘New Employer’** means any Employer listed in **clause 6** to this Annexure immediately following an employee’s last termination of employment.

**‘Service’** means service as an adult within the terms of the Long Service Leave Act 1955 (NSW), as applicable as at the date of this Agreement

**‘Employee’** means any person employed in a Catholic school listed in **clause 6** or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an Employer listed in **Clause 6** of this Annexure and who is eligible to be enrolled as a member of the Union.

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

## 4. LONG SERVICE LEAVE PORTABILITY

- 4.1** Entitlement to Long Service Leave will be in accordance with the provisions of the Act, the *Long Service Leave Act 1955 (NSW)*, and any applicable enterprise agreement and any enterprise agreement (including any amendments or replacements of the legislation or industrial instruments) that applies to any Employer.
- 4.2** Continuous service with an Employer as at the operative date of this Agreement, will be recognised by another Employer for the purpose of this Annexure provided that:
- (a) The Employee has completed an initial qualifying period (the “Initial Qualifying Period”) of:
    - (i) at least one year of continuous service with a participating employer listed in **clause 7** of this Annexure; or
    - (ii) at least five years of continuous service with a participating employer listed in **clause 8** of this Annexure.
  - (b) An Employee will only be entitled to the portability of his or her long service leave where he or she commences employment with a new employer and no more than the equivalent of two full school terms have elapsed between ceasing employment with the Former Employer and commencing employment with a New Employer.
  - (c) Service prior to the Initial Qualifying Period will not be counted for the purpose of calculating long service leave entitlements in accordance with **paragraph 4.2(a)**.
- 4.3** Notwithstanding an Employee may have taken all or part of their accrued long service leave with their Former Employer or may have been paid out on termination all or part of their long service leave by their Former Employer, the Employee’s period of continuous service with the Former Employer will be recognised by the New Employer for the purposes of calculating any entitlement to long service leave.
- 4.4** Prior service will be recognised by the New Employer on the understanding that the Employee is not entitled to take or be paid long service leave which they have already taken or been paid by their Former Employer.
- 4.5** Notwithstanding the provisions of **subclause 4.2**, where the Former Employer has a different rate of accumulation of long service leave to the New Employer, the following will occur:
- (a) Service with the Former Employer will be recognised as service with the New Employer; and
  - (b) The accrued entitlement to long service leave recognised by the New Employer will be that which the Employee had accrued at the date of ceasing employment with the Former Employer.

## 5. ADMINISTRATIVE ARRANGEMENTS

- 5.1** Upon notification of termination the Employer will provide eligible employees with the following documentation:
- Prescribed form as set out in **Part One** of this Annexure;
  - Information sheet as set out in **Part Two** of this Annexure;
  - Details of the employee's long service leave entitlements (refer **paragraphs 5.4(a) to 5.4(f)** below); and
  - An employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an employer, and accepts a position as an employee with a new employer, may elect to make an application in accordance with this clause.
- 5.2** The employee will make an application in accordance with this Annexure in the prescribed form as specified in **Part One** of this Annexure, and submit it to the new employer within 14 days of commencing duties as an employee with the new employer.
- 5.3** The new employer will forward the completed application to the former employer.
- 5.4** On receipt of an application, the former employer will advise the new employer of the following details in relation to the applicant:
- (a) The period of service with the former employer;
  - (b) Details of other periods of service with any other employer (the details of which will be supplied by the employee to the former employer);
  - (c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with the former employer);
  - (d) The date of termination of employment;
  - (e) Details of past long service leave taken by the employee; and
  - (f) The number of weeks long service leave accumulated by the employee on termination and the employee's full-time equivalent load on termination.
- 5.5** The former employer will remit within three months of the termination of employment of the employee as specified in **paragraph 5.4(d)**, the value of the monetary entitlement as specified in **paragraph 5.4(c)** to the new employer.
- 5.6** The former employer will advise the new employer and the employee when the transfer has been affected.

## 6. PARTIES TO THE ANNEXURE

### THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	Sydney Catholic Schools
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra-Goulburn	The Diocese of Wilcannia-Forbes
The Diocese of Lismore Catholic Schools Limited	The Diocese of Wollongong
The Diocese of Maitland-Newcastle	

### CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St Charbel's College, Punchbowl
Boys' Town, Engadine	
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College Canberra
Daramalan College, Dickson, ACT	St. Edmund's College, Wahroonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown
Kincoppal-Rose Bay School of the Sacred Heart	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wahroonga
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
Pambula Beach Flexible Learning Centre	St Mary's Flexible Learning Centre
Mount St. Benedict College, Pennant Hills	St Laurence Flexible Learning Centre
	St Paul's International College, Moss Vale
Oakhill College, Castle Hill	St. Patrick's College, Strathfield
Maronite College of the Holy Family, Parramatta	St. Patrick's College, Campbelltown
Our Lady of Mercy College, Parramatta	St. Pius X College, Chatswood
Red Bend Catholic College, Forbes	St. Scholastica's College, Glebe Point
Rosebank College, Five Dock	St. Stanislaus' College, Bathurst
Santa Sabina College, Strathfield	St Vincent's College, Potts Point
Stella Maris College, Manly	Trinity Catholic College, Lismore

St Augustine's College, Brookvale	Waverley College, Waverley
	Wollongong Flexible Learning Centre

## 7. ONE YEAR QUALIFYING PERIOD

### THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF:

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	Sydney Catholic Schools
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra-Goulburn	The Diocese of Wilcannia-Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland- Newcastle	

### CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St Charbel's College, Punchbowl
Boys' Town, Engadine*	
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College Canberra
Daramalan College, Dickson, ACT	St. Edmund's College, Wahroonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown
Kincoppal-Rose Bay School of the Sacred Heart	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wahroonga
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Pambula Beach Flexible Learning Centre	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	St Mary's Flexible Learning Centre
	St Laurence Flexible Learning Centre
Oakhill College, Castle Hill	St Paul's International College, Moss Vale
Maronite College of the Holy Family, Parramatta	St. Patrick's College, Strathfield
Our Lady of Mercy College, Parramatta	St. Patrick's College, Campbelltown
Rosebank College, Five Dock	St. Pius X College, Chatswood
Santa Sabina College, Strathfield	St. Scholastica's College, Glebe Point



Stella Maris College, Manly	St. Stanislaus' College, Bathurst
St Augustine's College, Brookvale	St Vincent's College, Potts Point
Trinity Catholic College, Lismore	Waverley College, Waverley
	Wollongong Flexible Learning Centre

Note: In respect of service prior to 30 January 2006, Boys' Town, Engadine, and St Mary Star of the Sea College, Wollongong, were Five Year Qualifying Period Employers. In respect of service prior to 1 January 2010, Chevalier College, Bowral was a Five Year Qualifying Period Employer.

## 8. FIVE YEAR QUALIFYING PERIOD

### CATHOLIC INDEPENDENT SCHOOLS

Monte Sant' Angelo Mercy College, North Sydney	Red Bend Catholic College, Forbes
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## LONG SERVICE LEAVE PORTABILITY FORM

Within 14 days of commencing duties as an employee with the New Employer, the employee will complete Part One of this form and forward the form to the New Employer.

The New Employer will complete Part Two, retain a copy and forward the form to the New Employer.

### PART ONE (TO BE COMPLETED BY THE EMPLOYEE)

I, \_\_\_\_\_ was until \_\_\_\_/\_\_\_\_/20\_\_\_\_  
employed at \_\_\_\_\_ (School/College)  
by \_\_\_\_\_ (Former Employer).

As from \_\_\_\_/\_\_\_\_/20\_\_\_\_ I have been/will be employed by  
\_\_\_\_\_ (New Employer)  
at \_\_\_\_\_ School/College.

I apply for portability of Long Service Leave entitlements and recognition of eligible service in accordance with the Catholic Schools Intrastate Long Service Leave Portability Arrangement.

I agree that all amounts of leave which may be due to me pursuant to the Long Service Leave Act 1955 (NSW) or the Long Service Leave Act 1976 (ACT), the Annexure or any enterprise agreement may be remitted to my New Employer and I AUTHORISE AND DIRECT my Former Employer to remit such amounts to my New Employer.

In consideration of the payment of the said amount to the New Employer:

- (a) I RELEASE AND DISCHARGE my Former Employer from all actions, claims, proceedings and demands of whatsoever nature arising from any amounts which my Former Employer would have been required to pay me under the Act, the Annexure/Enterprise Agreement or any enterprise agreement but for this agreement and I indemnify and agree to keep indemnified my Former Employer from all such actions, claims, proceedings or demands.
- (b) I AGREE that no long service leave will be given to me or payment made in lieu thereof until such time as I become entitled to the said leave or payment by virtue of the provisions of the Act, the Annexure/Enterprise Agreement or any enterprise agreement or the Catholic Schools Intrastate Long Service Leave Portability Annexure or as agreed between the New Employer and myself.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNED \_\_\_\_\_

ADDRESS \_\_\_\_\_

**PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)**

I, \_\_\_\_\_

for and on behalf of

\_\_\_\_\_ (New Employer),

with full authority to act on behalf of the New Employer in this regard, in consideration of the employee agreeing to employment by the New Employer and in consideration of the payment to the New Employer of the Long Service Leave payments in respect of the New Employee do AGREE and UNDERTAKE to give to the New Employee any Long Service Leave (or payments in lieu of Long Service Leave), which he/she may be entitled under the Act, this Agreement or any enterprise agreement and the agreement, notwithstanding that the New Employer may no longer be a party to the agreement at the time such leave or payment becomes due.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED \_\_\_\_\_, for and on behalf of the New Employer.

TITLE \_\_\_\_\_

### **PART THREE EMPLOYEE INFORMATION SHEET**

The Catholic Schools Intrastate Long Service Leave Portability Annexure (the “Annexure”) has been developed as a benefit to be provided to employees of participating NSW/ ACT Catholic Diocesan Authorities and participating Catholic Independent School Authorities in recognition of the significant contribution made by these employees in advancing the mission of the Catholic Church in the area of Catholic education.

participating NSW/ ACT Catholic Diocesan Authority or participating Catholic Independent School Authority means any participating employer listed in clause 6 of the Annexure.

Employees of participating Catholic Schools are entitled under the Annexure to transfer their long service leave entitlements when they terminate their employment with one participating employer and become employed by another participating employer in the capacity of Principal, Teacher, Adviser or General Employee within a period not exceeding the equivalent of two school terms.

At the time of an employee’s termination, the employee’s employer will provide them with the following documents if they have met the required qualifying period of continuous service:

- (i) Application to transfer long service leave entitlements; and
- (ii) Details of long service leave entitlements.

An employee is required to apply for the transfer of long service leave entitlement and for the recognition of eligible service by completing the form which is attached (Part One of the Annexure) and providing it to their new employer within 14 days of the commencement of their duties.

An employee who has made application for the transfer of their long service leave entitlements and for the recognition of eligible service will receive correspondence from their new employer to inform them that those entitlements have been transferred to them on their behalf and that such entitlements will continue to accrue in accordance with the enterprise agreement under which the employee is engaged.

# Signatories to the Agreement

**EXECUTED** as an agreement

**SIGNED** for and on behalf of the **Independent Education Union of Australia**, as a representative of employees by an authorised person in the presence of

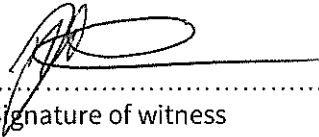


.....  
Signature of authorised officer

**Carol Matthews**  
**485 - 501 Wattle Street**  
**Ultimo NSW 2007**

.....  
Name/title/address of authorised officer

NSW/ACT Branch Secretary, IEUA



.....  
Signature of witness

DEBORAH M WESTON

.....  
Name of witness

SIGNED for and on behalf of Brigidine College, St Ives by an authorised person in the presence of

  
.....  
Signature of authorised officer

  
.....  
Signature of witness

**LAETITIA RICHMOND**  
.....  
Name/title/address of authorised officer

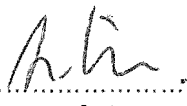
**Celia Durer**  
.....  
Name of witness

**PRINCIPAL BRIGIDINE COLLEGE**  
**325 MONA VALE RD**  
**ST. IVES NSW**

SIGNED for and on behalf of Mater Dei by an authorised person in the presence of

  
.....  
Signature of authorised officer

Jennifer Foldes  
Principal  
Mater Dei  
229 Macquarie Grove Road  
.....  
Name/title/address of authorised officer  
Camden NSW 2570

  
.....  
Signature of witness

Lauren Gibson  
.....  
Name of witness

SIGNED for and on behalf of St Vincent's College Ltd by an authorised person in the presence of

Anne Fry

Signature of authorised officer

V. Schmitzer

Signature of witness

Anne Fry

2 Rockwall Crescent, Potts Point.

Name/title/address of authorised officer

Viviane Schmitzer

Name of witness

MRS Anne Fry  
Principal,

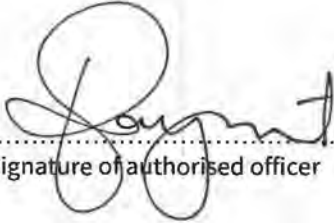
Rockwall Crescent, Potts Point, NSW 2011  
(physical location)

1 Challis Avenue, Potts Point NSW 2011 (Registered postal address)





SIGNED for and on behalf of St Scholastica's College by an authorised person in the presence of



Signature of authorised officer



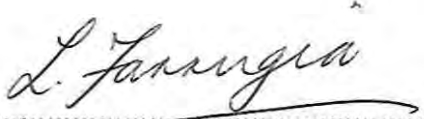
Signature of witness

Katrina RAYMENT  
Name/title/address of authorised officer

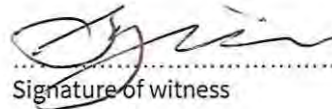
Principal/CEO  
4 Avenue Road  
Glebe NSW 2037

KATY BEESLEY  
Name of witness

SIGNED for and on behalf of Our Lady of Mercy College Parramatta by an authorised person in the presence of



Signature of authorised officer



Signature of witness

Lucie-Ann Mary Farrugia

Name/title/address of authorised officer

PRINCIPAL

OUR LADY OF MERCY COLLEGE, PARRAMATTA  
17 HOMEDALE AVE, CONCORD N.S.W. 2137

Sallyann Guthrie

Name of witness

SIGNED for and on behalf of Mount St Benedict College by an authorised person in the presence of



Signature of authorised officer

Michael Haworthy

Principal

Name/title/address of authorised officer



Signature of witness

Madeleine Compion

Business Manager

Name of witness

Mount St. Benedict College  
449 C Pennant Hills Road  
Pennant Hills 2120

SIGNED for and on behalf of Marist Schools Australia Ltd on behalf of St Joseph's College Hunters Hill by an authorised person in the presence of



Signature of authorised officer



Signature of witness

Michael Blake.

Name/title/address of authorised officer

Headmaster  
St Joseph's College  
Hunters Hill,  
Mark St  
Hunters Hill 2110

ROSE BASMA

Name of witness

## THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/506 - Application for approval of the NSW Catholic Independent Schools (Teachers-Model A) Enterprise Agreement 2023

### **Section 185 – Application for approval of a multi-enterprise agreement**

#### **Undertaking – Section 190**

The Employers covered by the NSW Catholic Independent Schools (Teachers-Model A) Enterprise Agreement 2023, undertake:

1. The maximum number of days that the employee will be required to attend during term weeks and non-term weeks is 205 in each school year. The following circumstances are not included when calculating the 205 employee attendance days:
  - (a) co-curricular activities that are conducted on a weekend;
  - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
  - (c) when the employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
  - (d) when the employee has boarding house responsibilities and the employee is performing those duties during term weeks and non-term weeks; and
  - (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an employee may be recalled to perform duties relating to their position.
2. Casual employees will not be engaged for longer than 4 consecutive weeks, in the absence of an agreement between the teacher and the employer to extend the period of engagement, provided the extension does not exceed:
  - (a) one term; or,
  - (b) ten weeks.

SIGNED for and on behalf of Brigidine College, St Ives by an authorised person in the presence of

*L Richmond*

Signature of authorised officer

**Laetitia Richmond, Principal**  
**325 Mona Vale Road**  
**St Ives NSW 2075**

.....  
Name/title/address of authorised officer

*Edward Coady*

Signature of witness

*EDWARD COADY*

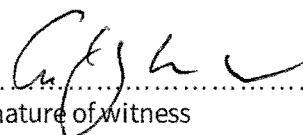
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Name of witness

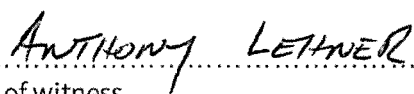
SIGNED for and on behalf of Mater Dei by an authorised person in the presence of

  
.....  
Signature of authorised officer

**Jennifer Foldes, Principal  
229 Macquarie Grove Road  
Camden NSW 2570**

.....  
Name/title/address of authorised officer

  
.....  
Signature of witness

  
.....  
Name of witness

SIGNED for and on behalf of St Vincent's College Ltd by an authorised person in the presence of

*Anne Fry*

Signature of authorised officer

**Anne Fry, Principal**  
**1 Challis Avenue**  
**Potts Point NSW 2011**

*Anne Alma Fry*

Name/title/address of authorised officer

*USQ*

Signature of witness

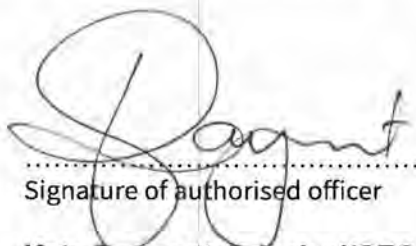
*Viviane Schmitzer*

Name of witness





**SIGNED** for and on behalf of **St Scholastica's College** by an authorised person in the presence of



.....  
Signature of authorised officer

**Kate Rayment, Principal/CEO**  
**4 Avenue Road, Glebe NSW 2037**

Kate RAYMENT  
.....  
Name/title/address of authorised officer



.....  
Signature of witness

KATY BEESLEY  
.....  
Name of witness

SIGNED for and on behalf of Our Lady of Mercy College Parramatta by an authorised person in the presence of



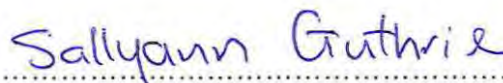
.....  
Signature of authorised officer

**Lucie-Ann Mary Farrugia, Principal  
Our Lady of Mercy College Parramatta  
1 Ross St Parramatta, 2150**

.....  
Name/title/address of authorised officer



.....  
Signature of witness



.....  
Name of witness

SIGNED for and on behalf of Mount St Benedict College by an authorised person in the presence of

  
.....  
Signature of authorised officer

**Michael Harratty, Principal**  
**449 C Pennant Hills Road**  
**Pennant Hills NSW 2120**

.....  
Name/title/address of authorised officer

  
.....  
Signature of witness

**Madeleine Compion**  
.....  
Name of witness **Business Manager**

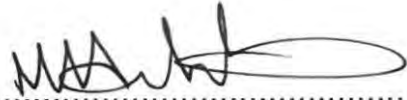
SIGNED for and on behalf of Marist Schools Australia Ltd on behalf of St Joseph's College  
Hunters Hill by an authorised person in the presence of



.....  
Signature of authorised officer

**Michael Blake, Headmaster**  
**Mark Street, Hunters Hill NSW 2110**

.....  
Name/title/address of authorised officer



.....  
Signature of witness

**Magdy Habib**

.....  
Name of witness