



# DECISION

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

**Christian Schools Staff Relations Service; Christian Schools Australia  
Limited T/A Christian Schools Staff Relations Service**  
(AG2020/2720)

## **ACT CHRISTIAN SCHOOLS TEACHING STAFF MULTI- ENTERPRISE AGREEMENT 2020**

Educational services

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 21 OCTOBER 2020

*Application for approval of the ACT Christian Schools Teaching Staff Multi-Enterprise Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *ACT Christian Schools Teaching Staff Multi-Enterprise Agreement 2020* (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by Christian Schools Staff Relations Service; Christian Schools Australia Limited T/A Christian Schools Staff Relations Service. The Agreement is a multi-enterprise agreement.

[2] 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.

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

[4] The Agreement is approved and in accordance with s.54 of the Act will operate from 28 October 2020. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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ACT Christian Schools

# Teaching Staff Multi- Enterprise Agreement

2020

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# **ACT CHRISTIAN SCHOOLS TEACHING STAFF MULTI-ENTERPRISE AGREEMENT 2020**

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## Part 1 - Application and Operation

### 1 Title

This Agreement shall be known as the *ACT Christian Schools Teaching Staff Multi-Enterprise Agreement 2020*.

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

#### 2.1 Making

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

#### 2.2 Commencement and Application

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

#### 2.3 Nominal Expiry Date

The nominal expiry date of this Agreement is 30 June 2023.

#### 2.4 Operation

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

### 3 Definitions and Interpretation

#### 3.1 In this Agreement, unless the contrary intention appears:

**accreditation to teach** means registration at any level or holding a permit to teach pursuant to the *ACT Teacher Quality Institute Act 2010*.

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

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

**Award** means the *Educational Services (Teachers) Award 2010*

**Campus Principal** means any employee appointed to be the Head or Principal (however titled) of a geographically or organisationally distinct campus of a school

**degree course** means a course of study at a registered higher education provider which, on completion, would lead to the conferring of a level seven (Bachelors) degree in the Australian

Qualifications Framework. Such a degree usually requiring three or more years of full-time study or its part-time equivalent.

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

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

**equivalent qualifications or equivalent course** means a qualification or a course which the school and the teacher agree is equivalent to the course in question, or which the Fair Work Commission determines as being so equivalent.

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

**five year trained teacher** means a teacher who:

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

**four year trained teacher** means a teacher who:

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

**graduate** means a teacher who has completed a degree course from a registered higher education provider

**Highly Accomplished Teacher** means a Teacher who has been accredited by or certified as a Highly Accomplished Teacher by the TQI and is maintaining that accreditation or certification.

**Lead Teacher** means a Teacher who has been accredited by or certified as a Lead Teacher by the TQI and is maintaining that accreditation or certification.

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

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

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

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

**not otherwise classified teacher** means a teacher who is not a four year trained teacher or a five year trained teacher

**position of responsibility** means one of the positions described in clause 15.1 and **Schedule F – Positions of Responsibility**.

**PPL scheme** means the parental leave payment scheme, funded by the federal government, established pursuant to the *Paid Parental Leave Act 2010* (Cth)

**preschool** means an early childhood service which usually operates during hours and terms which approximate those of the school, and includes a kindergarten, day school or nursery school

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

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

**recognised school** means a school registered under the provisions of the *Education Act 2004* (ACT) or any registered special school within the meaning of that Act, or school for the disabled

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

**registered training organisation** means a registered training provider on the National Register on Vocational Education and Training (VET) in Australia.

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

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

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

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

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

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

**TQI** means the Teacher Quality Institute established under the *ACT Teacher Quality Institute Act 2010*

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

- 3.2** Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

## **4 Coverage**

- 4.1** This Agreement, subject to clauses 4.2 and 4.3, covers the employers listed in **Schedule G – Employers and Schools Covered by this Agreement** and teachers employed at the schools in **Schedule G**, including at any early learning centre operating as an integrated part of a school, in respect of all work done by a teacher as an employee.

- 4.2** The Agreement does not cover an employee excluded from award coverage by the Act.

- 4.3** This Agreement does not cover:

- (a) a principal, however named;
- (b) a campus principal, however named, earning at least 12.5% more than an assistant principal on the same campus of the school would earn and who meets the definition of high income employee under section 329 of the Act;
- (c) a person engaged solely to instruct students on an individual basis for example, in the areas of music, language, dance and/or to instruct students in choir, band, string ensemble or other similar small group (but not including an employee appointed as a teacher);
- (d) a sports coach, assistant, or trainer (other than a teacher);
- (e) a person employed as an integration aide, helper, classroom assistant, or supervisor in or in connection with childcare, preschool, long day care centres, childminding centres or outside of school hours care services (other than a university qualified early childhood teacher);
- (f) a member of a recognised religious teaching order and/or Minister of Religion or Church pastor (except where engaged as a teacher) or a person engaged for the purpose of religious instruction, supervision of prayers, or to undertake other religious duties of a non-teaching nature; and
- (g) psychologists or counsellors (unless appointed as teachers).

## **5 Faith Basis of the School**

### **5.1 Statement of Faith**

- (a) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that a teacher possesses and maintains a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. Accordingly, all teachers are expected by the School to possess and maintain throughout the term of this Agreement a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith.
- (b) Should a teacher cease to have a firm personal belief consistent with the Statement of Faith or cease to maintain an active commitment to and involvement with an appropriate Christian church the teacher shall inform the School.
- (c) If this situation continues after counselling and an opportunity for restoration, the school may terminate the teacher's employment, in accordance with the normal requirements relating to termination of employment.

### **5.2 Lifestyle and Values**

The parties acknowledge that:

- (a) The School bases its teachings and beliefs on the Bible, both the Old and New Testaments which the School regards as the inspired and inerrant Word of God.
- (b) These teachings are expounded in many of the School's public and internal documents, including the Statement of Faith.
- (c) These documents reflect the School's understanding of the lifestyle and values which all staff members of the School regardless of their role are required (subject to the provisions of relevant equal opportunity/anti-discrimination legislation) to respect and maintain at all times and are to be understood as source documents, defining the School's doctrines, tenets, beliefs and teachings.
- (d) Without limiting the School's Constitution, Statement of Faith and related documents, which may provide more specific information, the School is an institution conducted in accordance with the doctrines, tenets, beliefs or teachings of the protestant stream of the Christian religion and the provisions in this clause are included in good faith to avoid injury to the religious susceptibilities of adherents of the protestant stream of the Christian faith.
- (e) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School are required to be seen to conduct themselves at all times, in a manner consistent with these teachings and beliefs and in accordance with the Christian ethos of the School, and any school code or policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students and families associated with the School.

- (f) It is an inherent, genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School must not act in a way that they know, or ought reasonably to know, is contrary to the religious beliefs and values of the School. Nothing in their deliberate conduct shall be incompatible with the intrinsic character of their position.
- (g) Acting contrary to the lifestyle and values requirements set out in this clause is likely to cause injury to the religious susceptibilities of members of the School community who adhere to the School's doctrines, tenets, beliefs and teachings.
- (h) If a teacher acts contrary to the lifestyle and values requirements set out in this clause the matter will be dealt with in accordance with the normal school procedures in relation to conduct and performance management.
- (i) If a dispute arises in connection with this clause it shall be dealt with in accordance with **Clause 10 – Dispute Resolution**.

## **6 Access to the Agreement and the National Employment Standards**

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

## **7 The National Employment Standards and this Agreement**

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

## **8 Flexibility**

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

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

### **9 Consultation Regarding Major Workplace Change and Redundancy**

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

### **10 Dispute Resolution**

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

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

### **11 Types of Employment and Terms of Engagement**

#### **11.1 Types (Categories) of Employment**

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

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

#### **11.2 Letter of Appointment**

- (a) On appointment, the school will provide a teacher (other than a casual teacher) with a letter of appointment stating:
  - (i) the classification and rate of salary applicable on commencement and whether this reflects a classification or salary higher than that required by this Agreement,
  - (ii) the teacher's normal face-to-face teaching load,
  - (iii) general details of their requirements (if any) to perform co-curricular duties and overnight excursions, and
  - (iv) an outline of superannuation benefits available to teachers at the school.
- (b) In the case of a part-time teacher, the letter of appointment will include the teacher's teaching load expressed as a percentage of a full-time load in the school and provide that their requirements to perform co-curricular duties will generally be, on balance, in the same proportion to their teaching load as that of a full-time teacher.
- (c) Where the school engages a teacher on a temporary basis, the letter of appointment will inform the teacher of the fact and reason the employment is temporary (for example to replace a teacher on leave), the date of commencement and the proposed or expected period of the employment.

#### **11.3 Full-time Employment**

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

#### **11.4 Part-time Employment**

- (a) A part-time teacher is a teacher who is engaged to work on a regular basis for not more than 90% of the load of a full-time teacher in the school.

- (b) Subject to sub clause 11.4(c) below, if the load of a part-time teacher rises above 90%, the teacher will be considered to be full-time.
- (c) A teacher (full-time or part-time) who requests to work above 90% of a full-time load, but less than full-time, will not be considered to be full-time and will be remunerated for the actual load worked, if a school agrees to the teacher's request. Any such agreement will be recorded in writing and will include the length of the term of the arrangement and the scheduling of time.
- (d) A part-time teacher is entitled to the benefits under this Agreement on a pro rata basis. The teacher's pro rata entitlement will be calculated by multiplying the relevant entitlement by the teacher's load.
- (e) If the school proposes a variation to a part-time teacher's load and the variation proposed would result in a teacher's load being reduced by more than 25%, and the school determines to implement such variation, the teacher may elect to treat their employment as at an end due to redundancy or to accept the variation and remain in employment.

### **11.5 Casual Employment**

- (a) Casual employment means employment on a day-to-day basis or by the hour provided that no teacher shall be engaged for less than three hours in any day. A teacher may be engaged on a casual basis for a block of time, for example, Monday to Friday inclusive.
- (b) A casual engagement generally will not exceed more than four consecutive term weeks. However, a casual engagement may continue beyond 4 weeks and up to one term where the casual teacher and the School agree.
- (c) A casual engagement may continue beyond one term where the casual teacher is replacing a teacher absent for a period which extends beyond one term and such longer absence was not anticipated when the casual teacher was engaged, for example, in circumstances where a teacher has an ongoing illness or injury and is unable to work or unable to perform his or her pre illness or injury duties. In such circumstances the maximum rates set out in clause 14.5(c) shall not apply and the teacher will be paid the amount per day calculated in accordance with clause 14.5(a).

### **11.6 Temporary Employment for a Specified Maximum Term or Specified Task**

- (a) A teacher may be employed on a temporary basis:
  - (i) In a position that is not an ongoing position, including as a (temporary) replacement employee for an employee holding an ongoing position.
  - (ii) In a new position that is being trialled, for up to one school year.
  - (iii) Where the school's staffing levels will, or are likely to, be reduced in the following year overall or in a department or section.
  - (iv) Where an ongoing position has not been able to be filled using normal selection processes and criteria and the teacher has been informed of this in writing prior to the appointment.

- (v) To replace a teacher whose employment ends during a school year, until the end of the school year.
- (b) A teacher may be employed either full-time or part-time on a temporary basis for a specified maximum period of time for a period of at least four weeks, but generally no more than 12 months, or, where the teacher is temporarily replacing another teacher, the period of leave, secondment or other temporary work arrangement of the other teacher.
- (c) Particular circumstances where a teacher may be employed on a temporary basis include employment to:
  - (i) undertake a specified project for which funding has been made available for a limited period, for example, to implement or assist in the implementation of a particular programme for which funding has been made available for a period of time;
  - (ii) undertake a specified task, which has a limited period of operation,
  - (iii) replace a teacher who is on leave or secondment, working part-time on a temporary basis pursuant to a flexible work arrangement, performing other duties temporarily, or whose employment has terminated after the commencement of the school year; where the absence, or flexible or other temporary work arrangement of the teacher being replaced extends beyond the initially agreed period, the specified maximum term employment of the replacement employee may be extended for a corresponding period; or
  - (iv) work as a teacher in circumstances where the School's staffing levels will, or are likely to, be reduced in the following year, overall or in a department. This may include, but is not limited to circumstances such as declining enrolments or increasing enrolments outside of historical norms, school amalgamations or as a result of changes to government funding being received by the School.
- (d) A teacher will not be employed on a temporary basis unless the teacher was informed prior to or at the point that he or she was offered the position that it was temporary.
- (e) Except where a position is conditional upon the receipt of government funding a teacher may only be employed on successive temporary appointments where each appointment is for a different purpose or to a different position.
- (f) A teacher shall not be employed on a temporary basis for the purpose of probation.
- (g) The employment of a temporary teacher may be ended before the specified maximum term is up or the task complete in accordance with clause 12.2 below. If this occurs, no additional amount(s) will be payable merely because of the early termination of the contract. That is, the School is not obliged to pay the temporary teacher until the expected end date of the employment contract.

#### **11.7 Flexible Working Arrangements**

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

(b) Responding to the request

Before responding to a request made under s65, 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:

- (i) the needs of the teacher arising from their circumstances;
- (ii) the consequences for the teacher if changes in working arrangements are not made; and
- (iii) any reasonable business grounds for refusing the request.

*Note 1: The employer must give the teacher a written response to an employee's s65 request within 21 days, stating whether the employer grants or refuses the request (s65(4)).*

*Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s65(6)).*

(c) What the written response must include if the employer refuses the request

- (i) The written response under s65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (ii) If the employer and teacher could not agree on a change in working arrangements, the written response under s65(4) 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; and
  - (B) if the employer can offer the teacher such changes in working arrangements, set out those changes in working arrangements.

(d) What the written response must include if a different change in working arrangements is agreed

If the employer and the teacher reached an agreement on a change in working arrangements that differs from that initially requested by the teacher, the employer must provide the teacher with a written response to their request setting out the agreed change(s) in working arrangements.

(e) Dispute resolution

Disputes about whether the employer has discussed the request with the teacher and responded to the request in the way required by this clause, can be dealt with under clause 10 and Schedule D - Dispute resolution.

### **11.8 Early Learning Centre Teachers**

The provisions of this Agreement shall apply in relation to early learning centre teachers subject to the specific provisions of **Schedule E - Particular Conditions of Early Learning Centre Teachers**.

## **12 Termination of Employment and Suspension**

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

This clause of the Agreement provides agreement specific detail and supplements the NES that deals with termination of employment. See s117 of the Act in relation to the requirement for the employer to give notice in writing and to make any payment in lieu of notice at the time of termination.

### **12.2 Notice of Termination by a School**

Subject to clause 12.7 and **Schedule C – Consultation and Redundancy**, the employment of a teacher (other than a casual teacher) will not be terminated without at least four term weeks' notice to expire in the term in which it is given (inclusive of the notice required under the NES), the payment of four weeks' salary instead of notice or part notice and part payment instead of notice, provided that the total weeks' notice and weeks' payment instead equal four.

In the case of a teacher who is 45 years old or over and has completed at least 5 years' service with the School, the employment of the teacher shall not be terminated by the School without at least four school term weeks' notice and 1 weeks additional notice or 5 school weeks' notice, or the payment of five weeks' salary in lieu of notice or by giving part notice and part payment in lieu of notice.

### **12.3 Notice of Termination by a Teacher**

A teacher is required to give the same amount of notice as that required of the school, namely four term weeks, to expire in the term in which it is given.

### **12.4 Notice of Termination in Term Four**

A school and a teacher will not give part notice and part payment in lieu of notice for notice given to expire at the end of term 4. That is, the required notice for employment to terminate at the end of term 4 is at least 4 weeks actual notice or 4 weeks payment in lieu of notice.

### **12.5 Teachers who fail to give Notice**

- (a) If a teacher fails to give the notice specified in clause 12.3, an amount not exceeding the amount the teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the teacher, shall be payable by the teacher to the School.
- (b) In accordance with section 324 of the Act, with the written authorisation of the teacher, the School may withhold from any monies due to the teacher on termination under this Agreement, an amount not exceeding the amount the teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the teacher. Any outstanding balance becomes a debt due and payable by the teacher.

## **12.6 Job Search Entitlement**

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

## **12.7 Exclusions**

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

## **12.8 Statement of service**

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

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

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

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

## **12.9 Suspension**

(a) Notwithstanding any of the other provisions in this Agreement, a school may suspend a teacher, with or without pay, while considering any matter which in the view of the School could lead to the teacher's summary dismissal. Suspension without pay will not be implemented by the School without prior discussion with the teacher (provided that it is practicable to have such discussions) and will not, under this clause, exceed a period of four weeks, except with the teacher's consent.

(b) A teacher shall be suspended from their employment as a teacher during any period that the teacher's accreditation to teach is suspended in accordance with the *ACT Teacher Quality Institute Act 2010*. Any such suspension may be with or without pay depending upon the circumstances resulting in the suspension. The period of any unpaid suspension will not count as service for any purpose.

(c) A school is not required to provide alternative employment for a teacher whose accreditation to teach has been suspended.

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

### 13 Duties and Classifications

#### 13.1 Duties of a Teacher

The duties of a teacher, in addition to teaching and associated duties (including programming, lesson planning, preparation, assessment, reporting and professional development) may include, but are not limited to, reasonable playground and sports duties, activities associated with administration, leadership and management, review, development and delivery of educational programmes, attendance at staff meetings and devotions, school assemblies and parent teacher meetings, pastoral care and student welfare, attending school camps, retreats and excursions (including overnight excursions where specified in the letter of appointment) and other co-curricular activities.

A part-time teacher shall undertake the normal duties of a full-time teacher proportional to their load as required by the employer over the course of the year. The School will attempt to assist a part-time teacher to meet these requirements, by consulting with the teacher regarding the timing of such commitments.

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

- (a) A teacher will be classified on appointment and placed on the appropriate level on the salary scale in **Table 1A – Salaries of Schedule A – Monetary Rates**, according to their qualifications and teaching experience, determined by the length of his or her teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia.
- (b) For the purpose of this Agreement, teaching experience does not include employment as a teacher in a TAFE programme (unless the teacher is employed to teach a Vocational and Educational Training (VET) programme or other programme comparable with those taught in schools) or in an English Language School. Teaching Service includes service as a temporary teacher. See **Schedule E - Particular Conditions of Early Learning Centre Teachers** for teaching service of early learning centre teachers.
- (c) Service as a part-time teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year. Where the hours are more than 90% of a full-time load, service will count as full-time.
- (d) Service as a casual teacher will accrue proportionately on the basis of one increment for each 204 casual days in Australian schools.
- (e) Service in a recognised teaching institution other than in accordance with this clause, or in a field directly related to teaching which is relevant to the position for which the teacher is to be employed or in any paid occupation deemed directly relevant to the employment of a teacher may be recognised for incremental salary purposes by negotiation with the employer. Evidence of such service may be required by the employer.

### **13.3 Evidence of Qualifications and further Teaching Experience**

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

- (B) or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements,  
whichever is the later.
  - (ii) Where an application for progression is received by the School no later than the first school day of the school term following the completion of the additional teaching experience, from the beginning of the first pay period to commence on or after the date of completion of the further teaching experience.
  - (iii) Where the application for transfer or progression is not received by the School within the time specified in sub clause 13.3(f)(i) or (ii), from the beginning of the first pay period to commence on or after the date on which the School receives such application.
- (g) A teacher who is reclassified and transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the reclassification and transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.
- (h) A teacher who is not otherwise classified or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.

#### **13.4 Commencing Salary and Progression**

Subject to sub clauses 13.2 and 13.3 regarding classification and sub-clause 13.5 regarding proficiency teachers will commence on the salary steps specified below:

(a) **Five Years Trained Teachers**

A Five Years Trained Teacher shall commence on Step 2 of the scale and progress according to normal years of (full-time equivalent) service.

(b) **Four Years Trained Teachers**

(i) A Four Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of (full-time equivalent) service.

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

(c) **Not Otherwise Classified Teachers**

A not otherwise classified teacher shall commence on Step 1 of the scale and shall progress after two years on Step 1 according to normal years of (full-time equivalent) service;

(d) **Translocation Guide for existing Teachers prior to 1 July 2013**

Teachers who were classified on Steps 1 - 5 of the incremental scale were subject to translocation in accordance with the provisions of the *A.C.T. Christian Schools Teaching Staff Multi-Enterprise Agreement 2013 - 2015* as at 1 July 2013. Classification pursuant to this Agreement shall take into account those provisions.

**13.5 Proficiency**

- (a) Despite the provisions of sub clause 13.4, a teacher who is required to be registered as a teacher pursuant to the *ACT Teacher Quality Institute Act 2010* shall not progress beyond Band One (Step Four) unless granted full registration as a teacher, subject to the following exceptions:
- (i) a teacher commencing on a step above Step Four, due to other qualifications or experience, including experience outside the ACT; or
  - (ii) a teacher who met the requirements of TQI, including in particular a teacher who was an existing teacher in an ACT school, as at 1 January 2011.
- (b) The school will assist a teacher who has not met the requirements of TQI for full registration within the usual timeframe (and so cannot progress beyond Step Four) but has been allowed to continue teaching to meet the requirements.

**13.6 Highly Accomplished and Lead Teachers**

- (a) A Teacher will be classified as Band 4 (Highly Accomplished /Lead) from the commencement of the first full pay period after a Teacher has been accredited or certified as a Highly Accomplished Teacher or as a Lead Teacher.
- (b) Accreditation or certification as a Highly Accomplished or Lead Teacher is voluntary. The cost of applying for accreditation or certification as a Highly Accomplished or Lead Teacher must be met by the Teacher.
- (c) The Schools recognise that Highly Accomplished and Lead Teachers make an important contribution to their schools and communities by modelling high quality teaching for their colleagues and leading other Teachers in the development and refinement of their teaching practice to improve student learning outcomes. The School may allocate a Highly Accomplished or Lead Teacher to provide mentoring, coaching or training to other Teachers.
- (d) A Teacher classified at Band 4 (Highly Accomplished /Lead) will not be eligible to be paid both an allowance or salary for a promotion position and the Band 4 salary, if and to the extent that this would result in the Teacher receiving a rate of pay in excess of that applicable to Band 4. A Teacher holding a promotion position who is classified at Band 4 may elect to be either paid for the promotion position (and not at Band 4) or at Band 4, whichever is the higher.
- (e) Where a Teacher's accreditation or certification as a Highly Accomplished or Lead Teacher is not maintained, the Teacher will revert to the applicable rate for other teachers from commencement of the first full pay period after the date that it is not maintained.

## 14 Minimum salary

**14.1** The minimum salary per annum payable to a full-time teacher will be determined in accordance with the provisions of **Clause 13 - Classifications** and as set out in **Table 1A - Salaries of Schedule A – Monetary Rates**.

**14.2** The monetary obligations imposed on a school by this Agreement may be absorbed into over-agreement payments. Nothing in this Agreement requires a school to maintain or increase any over-agreement payment.

**14.3** The weekly rate of pay for a teacher will be determined by dividing the annual rate by 52.14 and the fortnightly rate by dividing the annual rate by 26.07.

### 14.4 Part-Time Teachers

- (a) A part-time teacher, including a temporary part-time teacher, will be paid pro rata, at the same rate as a full-time teacher in the same (corresponding) classification, in accordance with the provisions of clause 14.1. The teacher’s salary will be determined by multiplying the relevant annual salary for a full time teacher having the same classification by the teacher’s load.
- (b) If a part-time teacher is required to attend duties on a day that they do not normally attend and that attendance is in addition to their normal pro rata duties, the teacher shall be paid for such attendance at the casual rate of pay. In considering pro rata duties, regard will be had as to whether teachers at the School normally perform such duties in addition to, or in substitution for, teaching duties.
- (c) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the same classification.

### 14.5 Casual teachers

- (a) The amount payable per day to a casual teacher shall be the appropriate annual salary for that teacher specified in subclause 14.1 divided by 204. The rate of pay includes any pro rata payment for annual holidays to which the teacher is entitled in accordance with the NES along with any applicable loading. The daily rates are set out in **Table 2 – Casual Rates of Schedule A – Monetary Rates**.
- (b) The salary payable per hour to a casual teacher shall be that proportion of the salary payable per day (determined by sub-clause 14.5(a)) which the number of hours he or she teaches bears to the hours which a full-time teacher at the school is normally required to teach per day. The minimum engagement in clause 11.5(a) shall apply to all engagements by the hour.
- (c) Provided that the maximum rates payable shall, subject to clause 11.5(c), be as follows:

Classification	Step
Four and Five Years Trained	7
All other teachers	6

## 15 Positions of Responsibility

### 15.1 Positions of Responsibility

- (a) In addition to the position of Assistant Principal, where appointed, there will be four possible levels of positions of responsibility in a school. These are:
- (i) Preliminary Level of Responsibility
  - (ii) Level 1 – Position of Responsibility
  - (iii) Level 2 – Position of Responsibility
  - (iv) Level 3 - Position of Responsibility
- as set out further in **Schedule F – Positions of Responsibility**.

- (b) The assignment of a position to a particular level in this clause will reflect the gradation of responsibilities exercised in each school, whether, administrative, pastoral care, co-curricular, or educational leadership, or a combination of these areas, taking into account the descriptions in **Schedule F**, with Level 3 being the most significant level of responsibility.
- (c) A teacher appointed to coordinate an area of instruction shall be appointed to the following positions of responsibility:

Hours of instruction per week	Minimum Level of Responsibility
less than 50 hours	Level 1
50 hours but not exceeding 150 hours	Level 2
150 hours or more	Level 3

- (d) A school may appoint a part-time teacher to a fractional position of responsibility with the fraction being the same as the teacher’s load. If the teacher does not perform all of the duties associated with the full-time position teacher will receive an allowance calculated by multiplying the usual allowance for the position by the fraction (or teacher’s load).
- (e) For provisions relating to a teacher appointed as a Director of an early learning centre, see **Schedule E – Conditions of Early Learning Centre Teachers**.

### 15.2 Notification

- (a) A school will provide on appointment, to a teacher appointed to a position of responsibility, written notification to a teacher of the position, its duration or tenure, the duties required and the allowance to be paid.
- (b) The school will notify the teacher of the level to which the position equates.

### 15.3 Salary Supplements

Teachers appointed to promotion positions, including the position of Assistant Principal, shall receive a salary supplement as set out in **Table 1B - Allowances for Positions of Responsibility of Schedule**

**A – Monetary Rates**, of this Agreement. A teacher appointed as a Director of an early learning centre shall receive the salary supplement as set out in **Table 1C – Allowances for Directors of Early Learning Centres of Schedule A – Monetary Rates** (see also **Schedule E – Conditions of Early Learning Centre Teachers**).

Where a part-time teacher is appointed to a position of responsibility in accordance with clause 15.1(d), the allowance for the position the teacher will be calculated by multiplying the usual allowance for the position by the fraction (or teacher's load).

Salary supplements are linked to the performance of duties attaching to a position of responsibility rather than tied to an individual teacher

The salary status of all positions, other than those set out in **Table 1B - Allowances for Positions of Responsibility of Schedule A – Monetary Rates**, shall be determined by the school.

Salary supplements form part of the recipient's salary for all purposes.

#### **15.4 Acting Appointments**

Any teacher required by the employer to act in a position of responsibility for a period of at least ten consecutive working days shall be paid the salary supplement for that position for the period of the appointment.

Where a teacher is acting in a position of responsibility and the period includes non term weeks the teacher will be paid the salary supplement for the non-term weeks in accordance with the position occupied. Where a teacher is acting in a position of responsibility and the period is adjacent to non term weeks the teacher will only be paid the salary supplement for the non-term weeks if duties are performed during those non-term weeks.

#### **15.5 Lead Teachers**

Certification as a Lead Teacher will not be a pre-requisite for appointment to any position of responsibility.

### **16 Allowances**

#### **16.1 Travelling and other Expenses**

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and the place of employment, the teacher shall be paid an allowance as set out **Table 3 – Other Rates and Allowances of Schedule A – Monetary Rates**.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

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

#### **17.1 Pay Periods**

All monies payable shall be payable once each fortnight and must be paid no later than the end of the relevant pay period.

## 17.2 Payment Method

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

## 17.3 Overpayments

- (a) Where excess payments are made in circumstances:
- (i) which were apparent or could reasonably have been expected to be detected by the teacher, and
  - (ii) the teacher acknowledges (or unreasonably fails to acknowledge) that excess payments have been made, and
  - (iii) fails to return the excess payments or enter into an agreed repayment plan,

the excess payments shall be a debt due by the teacher to the School. In accordance with section 324 of the Act, and provided there is specific written authorisation by the teacher, and without limiting other recovery action the School may take, the School may offset such payments against subsequent payments made to the teacher.

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

For the purpose of this clause, excess payment means a payment made unintentionally by an employer.

## 17.4 Remuneration Packaging

- (a) This clause shall apply if a school wishes to facilitate the provision of salary and benefit packages to individual members of staff covered by this Agreement.

- (b) For the purposes of this clause:

- (i) **'Benefits'** means the benefits nominated by the teacher from the benefits provided by the school and listed in clause 17.4(d)(iii).
- (ii) **'Benefit Value'** means the amount specified by the school as the cost to the school of the Benefit provided including Fringe Benefit Tax, if any.
- (iii) **'Fringe Benefit Tax'** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

- (c) Conditions of Employment

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

(d) Salary Packaging

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

- (i) the Benefits nominated by the teacher; and
- (ii) a salary equal to the difference between the Benefit Value and the salary which would have applied to the teacher or under clause 17.4(c), in the absence of an agreement under this clause.
- (iii) The available Benefits are those made available by the School from the following list:
  - (A) superannuation;
  - (B) childcare provided by the school;
  - (C) other benefits offered by the School.
- (iv) The teacher must be advised in writing of the Benefit Value before the agreement is entered into.

(e) During the currency of an agreement under clause 0:

- (i) any teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in clause 17.4(d)(i) and (ii);
- (ii) if a teacher takes leave without pay the teacher will not be entitled to any Benefits during the period of leave;
- (iii) if a teacher takes leave on less than full pay he or she shall receive:

- (A) the Benefits; and
- (B) an amount of salary calculated by applying the formula:

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

where:

**S** = the salary determined by paragraph (ii) of subclause (d) of this clause

**P** = the percentage of salary payable during the leave

**B** = Benefit Value

**A** = Amount of salary.

- (iv) any other payment under this agreement, calculated by reference to the teacher's salary, however described, and payable:
  - (A) during employment; or
  - (B) on termination of employment in respect of untaken paid leave; or
  - (C) on death,

shall be at the rate of pay which would have applied to the teacher under clause 17.4(c), in the absence of an agreement under clause 0.

- (v) An agreement under clause 0:
  - (A) shall be for a period of 12 months unless a different period is mutually agreed between the school and the teacher at the time of making the agreement; and
  - (B) despite clause 17.4(e)(v)(A) may be terminated by the school at any time.

## 18 Superannuation

### 18.1 Superannuation legislation

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

### 18.2 School contributions

- (a) A school must make such superannuation contributions to a superannuation fund for the benefit of a teacher as will avoid the school being required to pay the superannuation guarantee charge under superannuation legislation with respect to that teacher.
- (b) Under superannuation legislation a school must make contributions on an employee's ordinary time earnings. For the purposes of this Agreement, ordinary time earnings include:
  - (i) the minimum annual rate of salary prescribed from time to time for the employee by clause 14.1; and
  - (ii) the amount of any salary supplement which is prescribed from time to time for the employee by clauses 15.3; and
  - (iii) annual leave loading, and
  - (iv) the amount of all payments made to the employee pursuant to **clause 22 Pro Rata Salary Adjustments**; and
  - (v) in relation to any teacher who receives a lump sum payment of Long Service Leave on termination of employment, the amount of that lump sum payment.

### 18.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, a teacher may, in writing, authorise their school to pay on behalf of the teacher a specified amount from the post-taxation wages of the teacher into the same superannuation fund as the school makes the superannuation contributions provided for in clause 18.2.

- (b) A teacher may adjust the amount the teacher has authorised their school to pay from the wages of the teacher from the first of the month following the giving of one months' written notice to their school.
- (c) The school must pay the amount authorised under clause 18.3(a) no later than 28 days after the end of the month in which the deduction was made.

#### **18.4 Superannuation fund**

- (a) A school will make available the superannuation funds listed in sub clause 18.4(b) below.
- (b) Unless, to comply with superannuation legislation, the school is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the teacher, the school must make the superannuation contributions provided for in clause 18.2 and pay any amount authorised under clause 18.3 to one of the following superannuation funds or its successor, being funds offering a MySuper Product:
  - (i) Christian Super;
  - (ii) NGS Super;
  - (iii) any superannuation fund to which the school was making superannuation contributions for the benefit of its teachers before 12 September 2008, provided the superannuation fund is an eligible choice fund offering a MySuper Product; or
  - (iv) any superannuation fund nominated by the employee and approved by the School provided the superannuation fund is an eligible choice fund offering a MySuper Product.
- (c) A teacher will notify the School in writing of the superannuation fund nominated by the teacher from the list in subclause 18.4(b) above into which the teacher wishes the school to make contributions and will make such application to join a fund or have employer contributions made to a fund, as is necessary for the school to meet its obligations pursuant to this Agreement.

#### **18.5 Contributions for Casual Employees**

- (a) The school shall pay contributions into a fund in respect of each casual teacher of the amount required to ensure that the school meets its obligations under superannuation law and does not incur a superannuation guarantee charge.
- (b) The ordinary time earnings base under superannuation law for a casual teacher shall be determined in accordance with sub clause 18.2(b).
- (c) Unless it is necessary for the school to meet its obligations under superannuation law no contributions will be required to be made under this Agreement for casual employees in a month in which their basic earnings are less than \$450.

#### **18.6 Additional Contributions for Eligible Employees**

In addition to the contributions required under clause 18.2, it is agreed that the school will make an additional superannuation contribution of 1% of applicable earnings to the nominated fund on behalf

of any teacher who is making their own contribution of at least 1% of applicable earnings to the nominated fund at 1 June 2020 while ever he or she continues to make such a contribution.

## Part 5—Hours of Work and Related Matters

### 19 Ordinary Hours of Work

- 19.1** This clause of the Agreement provides for agreement specific detail and supplements the NES that deals with maximum weekly hours.
- 19.2** Notwithstanding the NES, and due to the operational requirements of schools in the context of the education industry, the ordinary hours of a teacher under this Agreement may be averaged over a 12 month period.
- 19.3** The ordinary hours of work for a teacher during term weeks are variable. In return, a teacher is not generally required to attend the school for days when the students are not present, subject to the needs of the School with regard to professional development and training required by the School, student free days and other activities requiring the teacher's attendance, including tasks forming part of the responsibilities and duties of a position of responsibility.
- 19.4** The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a teacher's entitlements for the school year (or a proportion of the school year as the case may be and include compensation for reasonable additional hours worked). A teacher's absences from school during non-term weeks, including those over the summer school vacation period, are deemed to include their entitlement to annual leave.

*[Note: During non-term time when a teacher is not required to attend the School, the teacher is required to use such portion of this time as is necessary to meet the requirements of his or her role. This may include duties associated with face to face teaching, including but not limited to, preparation, planning, assessment and reporting, and/or professional development and training.]*

### 20 Breaks

A teacher shall be entitled to a minimum of 30 consecutive minutes as a luncheon break during which period a teacher shall be free of structured student contact. A teacher may agree in writing to an alternative arrangement of two breaks of not less than 20 minutes each. This clause does not apply to teachers who are covered by the provisions of **Schedule E - Particular Conditions of Early Learning Centre Teachers**.

## Part 6—Leave and Public Holidays

### 21 Annual Leave

- 21.1** Annual leave is provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with annual leave.
- 21.2** A teacher in a school, (including a pre-school or early learning centre attached to a school, where applicable) must take annual leave during non-term weeks. Leave must generally be taken, in the

case of a teacher whose employment with the school is continuing into the next school year, in the four-week period immediately following the final term week of the current school year, unless otherwise agreed with the school.

- 21.3** If a teacher is re-credited with annual leave in accordance with the NES, the teacher will take the re-credited leave in the next pupil vacation period, or as otherwise directed by the school.

## **22 Pro Rata Payment of Salary for Non Term Time inclusive of Annual Leave**

### **22.1 Application:**

This clause will apply to teachers, other than casual teachers, in lieu of the corresponding provisions of the Act and is inclusive of four weeks accrued annual leave.

### **22.2 Applicable Circumstances**

The provisions of this clause shall apply where:

- (a) a teacher's employment ceases (see sub-clause 22.4);
- (b) a teacher commences employment after the School Service Date (see sub-clause 22.5);
- (c) where a teacher takes approved leave without pay (see sub-clause 22.6); or
- (d) where the load of a teacher has varied since the School Service Date (see sub-clause 22.7).

Payments shall be made to such teachers by application of the formula prescribed by either clause 22.3 (a) or (b), as appropriate, and, pursuant to the applicable provisions of clauses 22.4, 22.5, 22.6 and 22.7 separately, or in combination. These provisions are intended to be used to calculate the pro rata salary, inclusive of annual leave owing to a teacher in respect of the school year in which the formula is applied.

### **22.3 (a) Calculation of Payments where Load have Varied**

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

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

Where:

**P** is the payment due.

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

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

- c** is the number of weeks where attendance is not expected, or fraction thereof, in the year.
- d** is the salary paid in respect of weeks where attendance is not expected, or fraction thereof, that have occurred since the School Service Date [or date of employment in circumstances where a teacher has been employed by the School for less than one year].

(b) Calculation of Payments in other Circumstances

Payments made otherwise than pursuant to sub-clause 23.3(a) shall be calculated in accordance with the following formula:

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

Where:

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

(c) Intent and Exceptions

The intent of the formulas in this sub-clause 22.3 is to provide that a teacher who attends the school and works (or is on paid leave for) all of the time when attendance is required in a school year is paid for a full 12 months, inclusive of four weeks annual leave. In all cases, the payment for weeks when attendance is not required need only be calculated to and may cease on the day before the School Service Date in the succeeding school year. Where a school's School Service Date is not fixed from year to year the application of the formula may need to be adjusted to ensure that a teacher working all four school terms, but not returning

to work the following school year, is paid until the date that is a full 12 months from the School Service Date in the school year just worked.

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

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

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

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

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

Where a teacher takes leave without pay with the approval of the school for a period which exceeds 20 pupil days (days in term time) in any year, (or the equivalent pro rata number of days for a part time teacher) the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same school year:
  - (i) subject to clause 22.6(a)(ii) below, the payment shall be calculated and made at the conclusion of Term IV of that school year; and
  - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:
    - (A) at the commencement of the leave in respect of that year; and
    - (B) at the end of Term IV in accordance with clause 22.6(c).
- (b) If the leave without pay is to conclude in a school year following the school year in which the leave commenced:
  - (i) at the commencement of the leave, a payment shall be calculated and made in respect of the school year in which the leave commences; and
  - (ii) at the end of Term IV in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.

- (c) The payment to be made to a teacher at the conclusion of Term IV of a school year:
- (i) pursuant to clause 22.6(a)(ii)(B);
  - (ii) or in circumstances where, with the agreement of the school, a teacher who has been paid pursuant to clause 22.6(b)(i) returns from leave during the school year in which the leave commenced and notwithstanding that as a result did not in total exceed 20 pupil days (or the equivalent pro rata amount for a part time teacher), shall be determined by:
    - (A) applying the formula in clause 22.3 as if no payment had been made to the teacher pursuant to clause 22.6(a)(ii)(A) or clause 22.6(b)(i); and
    - (B) deducting from that amount the amount paid to the teacher pursuant to clause 22.6(a)(ii)(A) or clause 22.6(b)(i).
- (d) Notwithstanding the provisions of clause 22.2(a), a teacher shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the Act, in respect of a year of employment.

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

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

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

## **23 Annual Holiday Loading**

- 23.1** Subject to clause 23.6, where a teacher other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an annual holiday loading calculated in accordance with this clause.
- 23.2** The loading shall be payable in addition to the pay payable to the teacher for the period of the school summer vacation.
- 23.3** The loading shall be calculated and paid for:
- (a) such period of a teacher's annual holiday as is equal to the period of annual leave to which the teacher is entitled for the time being under the Act at the end of each year of employment; or

(b) where relevant, the period calculated under clause 23.6.

**23.4** The loading shall be the amount payable for the period specified in clause 23.3 or 23.6 at the rate of 17.5 per cent of the weekly equivalent of the teacher's annual salary.

**23.5** For the purposes of this clause, "salary" shall mean the salary payable to the teacher at the first day of December of the year in which the loading is payable together with, where applicable, the salary supplements or allowances prescribed by clauses 15.3 and clause E4 of **Schedule E**.

**Provided that** where clause 23.6 applies, "salary" shall mean the salary [together with salary supplements or allowances payable as aforesaid] payable immediately prior to the payment made to the teacher pursuant to clause 22.3(b).

**23.6** Where a teacher receives a payment pursuant to clause 22.3, including the case where a teacher's employment is terminated during the school year, the teacher shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of weeks where attendance is expected worked by the teacher in that year bears to the number of weeks where attendance is expected he or she would be normally be required by the Principal to work in a full school year.

**23.7** Notwithstanding clauses 23.2 and 23.3, an employer may pay annual leave loading to the employee with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.342%. Where an employer elects to pay leave loading with each salary payment throughout the school year, the employer will advise the employee in their letter of appointment or in writing prior to the commencement of this election.

## **24 Personal Leave and Compassionate Leave**

Personal Leave and compassionate leave are provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with personal/carer's leave.

### **24.1 Base Personal Leave**

#### **(a) Entitlement**

Any full-time or part-time teacher, including a teacher engaged on a temporary basis, shall be entitled to ten (10) days paid Base Personal Leave per annum, or the applicable pro-rata thereof. Such entitlements shall be available in full from the commencement of each year of service.

#### **(b) Access to Base Personal Leave**

A teacher may take paid Base Personal Leave if the leave is taken:

- (i) because the teacher is not fit or able to work due to a personal illness, or personal injury, or unexpected personal emergency or domestic violence affecting the teacher; or
- (ii) to provide care or support to a member of the teacher's immediate family, or household member, and who requires care or support because of:

- (A) a personal illness, or personal injury; or
- (B) unexpected personal emergency; or
- (C) domestic violence.

For the purposes of this clause an 'unexpected personal emergency' in paragraph (b)(i) is a circumstance that is unplanned, due to circumstances beyond the teacher's control and is of an urgent and serious nature that requires the urgent attendance of the teacher. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.

An 'unexpected personal emergency' in paragraph (b)(ii) is a circumstance that is unplanned, due to circumstances beyond the teacher's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the teacher to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.

- (iii) The entitlement to use Base Personal Leave in accordance with subclause (ii) is subject to:
  - (A) the teacher being responsible for the care of the person concerned; and
  - (B) the person concerned being a member of the teacher's immediate family or household as defined in the Act.

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

**(c) Base Personal Leave Accumulation**

Untaken Base Personal Leave will accumulate from year to year as follows:

- (i) Untaken Base Personal Leave entitlements from the commencement of this Agreement shall accumulate from year to year with no maximum accumulation.

*(Note: see clause 24.3(a) in respect of leave prior to the commencement of this Agreement).*

- (ii) Base Personal Leave that accrues to a teacher in the teacher's current year of service pursuant to clause 24.1(a) will be taken prior to the taking of any Base Personal Leave which the teacher has accumulated.
- (iii) For the purpose of this clause, Base Personal Leave accumulates from year to year only in respect of consecutive years of employment with the same employer and not otherwise.

## **24.2 Additional Personal Leave**

### **(a) Entitlement**

Any full-time or part-time teacher, including a teacher engaged on a temporary basis, shall be entitled to fifteen (15) days paid Additional Personal Leave, or the applicable pro-rata thereof. Such entitlements shall be available progressively in each year of service, PROVIDED THAT a teacher in their first year of service with a school may request leave in advance up to the total entitlement of leave for that year. Such a request may not be unreasonably refused by the school.

### **(b) Access to Additional Personal Leave**

A teacher may take paid Additional Personal Leave if the leave is taken:

- (i) because the teacher is not fit or able to work due to a personal illness, or personal injury or unexpected personal emergency, having the same meaning as clause 24.1(b)(i), or domestic violence affecting the teacher and all Base Personal Leave entitlements (both current year and accumulated) are extinguished; or
- (ii) to provide care or support to a member of the teacher's immediate family, or household member, in the circumstances outlined in clause 24.1(b)(ii) when Base Personal Leave entitlements (both current year and accumulated) are extinguished, provided that the Additional Personal Leave available for such purposes in any year of service shall not exceed ten days less the amount of Base Personal Leave taken under clause 24.1(b)(ii).
- (iii) for up to one day in any one year for family purposes, such as moving house or other domestic emergency, subject to the operational needs of the School; or
- (iv) for the purposes of concurrent Parental Leave in accordance with clause 25.3.

### **(c) Additional Personal Leave Accumulation**

Untaken Additional Personal Leave will accumulate from year to year as follows:

- (i) Untaken Additional Personal Leave entitlements from the commencement of this Agreement shall accumulate from year to year with a maximum accumulation of seventy-five (75) days leave (in addition to the entitlement in the current year).
- (ii) Additional Personal Leave that accrues to a teacher in the teacher's current year of service pursuant to clause 24.2(a) will be taken prior to the taking of any Additional Personal Leave which the teacher has accumulated in accordance with this clause.
- (iii) For the purpose of this clause, Additional Personal Leave accumulates from year to year only in respect of consecutive years of employment with the same employer and not otherwise.

## **24.3 Accumulated entitlements for existing teachers at the commencement of this Agreement**

Untaken Personal Leave and Additional Sick Leave at the date of commencement of this Agreement will accumulate from year to year as follows:

- (a) the Personal Leave accumulation determined under the *ACT Christian Schools Teaching Staff Multi-Enterprise Agreement 2016 – 2019, which incorporates the accumulation of leave since 2010 under earlier agreements*, as at the date of commencement of this Agreement, shall accumulate indefinitely as untaken Base Personal Leave.
- (b) the Additional Sick Leave accumulation determined under the *ACT Christian Schools Teaching Staff Multi-Enterprise Agreement 2016 - 2019, which incorporates the accumulation of leave since 2010 under earlier agreements*, as at the date of commencement of this Agreement, shall accumulate as untaken Additional Personal Leave subject to the maximum accumulation of seventy-five (75) days pursuant to clause 24.2(c) (irrespective of the year in which it accrued).

For the avoidance of doubt, no personal leave or sick leave, however named, accumulated prior to the commencement of this Agreement will accumulate or carry forward except as provided for in this clause 24.3.

#### **24.4 Personal leave Evidentiary Matters**

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

circumstance resulted in the person concerned requiring care or support by the teacher, or other evidence reasonably acceptable to the School. Evidence may also be required that the person requiring care or support is a member of the teacher's immediate family or household.

- (b) Nothing in sub-clause (a) precludes:
  - (i) a School from not requiring evidence in a particular circumstance, or as a matter of school policy, or
  - (ii) a School from requiring evidence as outlined above in a particular circumstance despite school policy.
- (c) A medical certificate required under this clause may be provided by a person registered, or licensed, as a health practitioner under a law of a State or Territory that provides for the registration or licensing of health practitioners, provided the illness or injury is within the area of expertise of the practitioner.
- (d) Where a teacher has taken frequent single days of personal leave, or taken extended personal leave such that the School requires additional information in relation to the teacher's eligibility for leave, then the School may take action in accordance with this subclause.
  - (i) The School may arrange a meeting in order to clarify the position with the teacher. The invitation to the teacher to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the teacher to be reasonably able to attend the meeting. The invitation shall also refer to the provisions of this clause and shall indicate the grounds for the School's concern about personal leave taken by the teacher. The School shall invite the teacher to respond verbally at the meeting to the issues raised by the School. A teacher shall not unreasonably fail to attend such a meeting where invited so to do by the School.
  - (ii) After consideration of the teacher's response, the School may
    - (A) require further evidence of illness; and/or
    - (B) require the teacher to provide a medical certificate from a medical practitioner nominated by the School (at the School's cost in relation to any net amount payable by the teacher) in relation to the likely period of absence or to establish only eligibility for personal leave (and no other information); and/or
    - (C) discuss with the teacher any other action.
  - (iii) Where a teacher fails to attend a meeting as requested by the School pursuant to paragraph (i) of this sub-clause and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in paragraph (ii) of this sub-clause, then the School may cease payment of personal leave if the School has reasonable grounds for a belief that the teacher is not entitled to personal leave for that absence.

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

#### **24.5 General Requirements for Base Personal Leave and Additional Personal Leave**

(a) **Workers' Compensation**

A teacher shall not be entitled to Personal Leave for any period in respect of which such teacher is entitled to payment under the *Workers Compensation Act 1951* (ACT)

(b) **Part-time Teachers**

Unless the NES provides to the contrary, the Base Personal Leave or Additional Personal Leave entitlement of a part-time teacher shall be determined by multiplying the relevant annual entitlement for a full time teacher with the same period of service by the teacher's load. This clause applies to a temporary part-time teacher.

(c) **Notification**

A teacher shall not be entitled to Personal Leave unless he or she notifies the Principal of the school (or such other person deputised by the Principal), prior to the commencement of the first organised activity at the school on any day, or otherwise as soon as practicable, of the need for Personal Leave and of the estimated duration of the absence (or if unable to do so took all reasonable steps to notify the Principal or was unable to take such steps):

#### **24.6 Compassionate Leave**

- (a) A teacher is entitled to two days paid compassionate leave per occasion in accordance with the Act and subject to the requirements of the Act and NES.
- (b) An additional day of paid leave will be applicable in the case of bereavement.

#### **24.7 Unpaid Carer's Leave**

Under the Act and subject to the conditions in the Act a teacher is entitled to a period of up to two days unpaid carer's leave for each occasion when a member of the teacher's immediate family or

household requires care or support due to an illness or injury or an unexpected emergency affecting the member. This leave is subject to the same requirements as the taking of paid Personal Leave (for caring purposes) and can only be taken if a teacher does not have available paid Personal Leave.

#### **24.8 Unpaid Leave for Casual Teachers**

Subject to the requirements of the Act and NES casual staff may have access to unpaid Carer's Leave or unpaid Compassionate Leave.

## **25 Parental Leave**

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

### **25.1 General**

A teacher is entitled to take unpaid parental leave in accordance with the provisions of the Act and subject to the limitations and conditions, including notification requirements, contained in that Act. Without limiting the operation of this clause, a teacher must have 12 months continuous service to be eligible for parental leave under the Act.

### **25.2 Maternity Leave**

- (a) A teacher who gives birth to a child and takes unpaid parental leave under the provisions of the Act shall be entitled to up to fourteen weeks paid maternity leave provided that the teacher has given a firm indication as to her intention regarding her return, or otherwise, to work at the conclusion of maternity leave.
- (b) The amount of the paid maternity leave for a teacher who takes leave shall be fourteen weeks or such lesser period as is equal to the period of parental leave taken by the teacher. For the avoidance of doubt this payment shall be in addition to the amount, if any, a teacher receives under the PPL scheme.
- (c) The period of paid leave shall be inclusive of non-term periods falling within the 14 weeks, other than where the teacher works up to the last day of a term, in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this sub-clause, non-term periods shall not include a period of up to four weeks of annual holidays to which the teacher is entitled in the summer vacation period provided for in clause 21.
- (d) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (e) The school may deduct payment for any absence of the teacher (to which the teacher, but for this clause, would have been entitled under Clause 24.1 to sick leave) in the period of four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the teacher is entitled pursuant to the clause.
- (f) Where a teacher gives birth to a second or subsequent child following an earlier period of maternity leave and has not returned to work for a period of two school terms, or such lesser period as may be agreed to by the school, before the birth of the second or subsequent child,

the teacher will not be entitled to paid maternity leave. However, the teacher will remain entitled to unpaid parental leave in accordance with the Act.

- (g) The teacher must be paid at the rate the teacher was paid at the time of commencing leave exclusive of changes brought about to the teacher's workload for reason of pregnancy.
- (h) The teacher may elect to be paid the maternity leave:
  - (i) at full pay at the usual times and intervals that other teachers are paid at the school, or
  - (ii) at half pay at the usual times and intervals that other teachers are paid at the school, or
  - (iii) as a lump sum in advance, giving one month's notice, or
  - (iv) as otherwise agreed in writing with the school.
- (i) The employer must pay the first or lump sum payments at the pay period commencing closest to;
  - (i) six weeks before the anticipated date of birth, or
  - (ii) if birth occurs before the time referred to in (i), the date of the birth; or
  - (iii) if the teacher has not commenced maternity leave at the time referred to in (i), when the teacher commences leave.
- (j) If a teacher's pregnancy is terminated other than by the birth of a living child:
  - (i) more than 20 weeks before the anticipated date of birth the teacher is not entitled to the payment;
  - (ii) less than 20 weeks before the anticipated date of birth the teacher is entitled to the payment while she remains on leave.
- (k) The period of unpaid parental leave will not count as a period of service under this agreement or any statute. For the avoidance of doubt this includes the period, if any, during which a teacher receives payments under the PPL scheme. The period of up to fourteen weeks paid maternity leave provided for in this agreement will count as a period of service under this agreement and any statute.
- (l) A teacher must give notice of the intention to take leave and provide other notices and documentation in accordance with the provisions of the Act (and in particular, section 74).

*[Note:*

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

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

### **25.3 Concurrent Parental Leave (including Paternity Leave)**

- (a) A teacher who is entitled to take unpaid parental leave pursuant to section 71 or section 72 of the Act and who applies to take concurrent parental leave pursuant to section 72(5) of the Act will, subject to clause 25.3(d) below, be entitled to:
  - (i) Up to two weeks paid concurrent Parental Leave commencing on the day of birth of the child, or on the day on which the child or mother of the child leaves hospital following the birth, or in the case of an adoption, from the date of placement of the child, or
  - (ii) One day paid concurrent Parental Leave commencing on the day of birth of the child, or on the day on which the child or mother of the child leaves hospital following the birth, or in the case of an adoption, from the date of placement of the child, with the balance of up to two weeks paid concurrent Parental Leave taken at any time within twelve months of that date.
- (b) Any paid concurrent Parental Leave taken in accordance with this clause shall be deducted from the Additional Personal Leave entitlement of the teacher.
- (c) A period of paid concurrent Parental Leave will count as a period of service under this Agreement.
- (d) A teacher must give notice of the intention to take parental leave and provide other notices and documentation as required by the provisions of the Act (and, in particular, section 74).
- (e) A teacher who receives 'Dad and Partner' pay under the PPL Scheme during the period of concurrent parental leave available under the Act is not eligible for paid concurrent Parental Leave for that period of time (as the teacher must be on unpaid leave to receive the 'Dad and Partner' pay).

### **25.4 Adoption Leave**

- (a) Subject to this clause a teacher who takes unpaid adoption leave under the provisions of the Act shall be entitled to up to fourteen weeks paid adoption leave provided that the teacher has given a firm indication as to his or her intention regarding his or her return, or otherwise, to work at the conclusion of the adoption leave.
- (b) Notwithstanding the provisions of the Act a School may allow a teacher to take adoption leave under the provisions of the Act in advance where a child or young person is placed with a person in accordance with the *Adoption Act 1993* (ACT).
- (c) The amount of the paid adoption leave for a teacher who takes leave shall be fourteen weeks or such lesser period as is equal to the period of adoption leave taken by the teacher. For the avoidance of doubt this payment shall be in addition to the amount, if any, a teacher

receives under the PPL scheme. Only one parent shall be entitled to paid adoption leave under this agreement in relation a particular child.

- (d) The period of paid leave shall be inclusive of non-term periods falling within the 14 weeks, other than where the teacher works up to the last day of a term, in which case the adoption leave shall be deemed to commence from the first day of the following school term. For the purpose of this sub-clause, non-term periods shall not include a period of up to four weeks of annual holidays to which the teacher is entitled in the summer vacation period provided for in clause 21.
- (e) Where a teacher adopts a second or subsequent child following an earlier period of adoption leave and has not returned to work for a period of two school terms, or such lesser period as may be agreed to by the school, before the adoption of the second or subsequent child, the teacher will not be entitled to paid adoption leave. However, the teacher will remain entitled to unpaid adoption leave in accordance with the Act.
- (f) The teacher must be paid at the rate the teacher was paid at the time of commencing leave for the period of paid adoption leave.
- (g) The period of unpaid adoption leave will not count as a period of service under this agreement or any statute. For the avoidance of doubt this includes the period, if any, during which a teacher receives under the PPL scheme. The period of up to fourteen weeks paid adoption leave provided for in this agreement will count as a period of service under this agreement and any statute.
- (h) A teacher must give notice of the intention to take leave and provide other notices and documentation in accordance with the provisions of the Act (and in particular, section 74).

#### **25.5 Parental Leave Entitlement for Casual Teachers**

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

#### **25.6 Right to Request**

This clause of the Agreement provides agreement specific details and supplements the NES which deals with requests for flexible working arrangements and extensions to parental leave. Nothing in this clause should be read to limit the operation of section 65 of the Act.

- (a) A teacher entitled to parental leave may request a school to allow the teacher:
  - (i) to extend the period of simultaneous (concurrent) unpaid parental leave up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (iii) to return from a period of parental leave on changed working arrangements.
- (b) The school shall consider the request having regard to the teacher's circumstances and, provided the request is genuinely based on the teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the school's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on the provision of educational services.
- (c) The teacher's request and the school's response (decision) must be recorded in writing.
- (d) Where a teacher wishes to make a request under subparagraph 25.6(a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

### **25.7 Communication during Parental Leave**

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

## **26 Community Service Leave**

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

- (a) A full-time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with leave for this purpose.
- (b) A teacher required to attend for jury duty must apply for payment of a jury attendance fee (or jury allowance) for such duty. A teacher required to attend for jury duty must not fill in a statutory declaration or other form to the effect that the employer will continue to pay the teacher's normal pay while on jury duty.
- (c) Subject to sub-clause 26.1(b)(ii) above, the school will pay the teacher the difference between the allowance or payment received by the teacher for such jury service and the pay

that the teacher would otherwise have received for work at the school over the period of the jury service.

- (d) As a matter of practice, the school may make a payment to the teacher representing the teacher's full pay for the period, in which case the teacher shall be required to reimburse to the school any monies payable to the teacher for such attendance on jury service (excluding reimbursement of expenses) which required the teacher's absence from the school.
- (e) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

## **27 Examination/Study Leave**

Any teacher who, for the purpose of furthering training relevant to their employment, enrolls in any course approved by the school at a registered higher education provider or registered training organisation, will be granted leave:

- (a) with pay on the day of any examination, not being a "take home" type examination, required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

## **28 Public holidays**

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

## **29 Long Service Leave**

### **29.1 General Provisions**

- (a) Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1976 (ACT)*, shall apply to teachers employed under this Agreement.
- (b) For the purpose of this clause 29, Long Service Leave, a full-time or part-time teacher shall be deemed to have completed a year of service if he or she had worked (or been on paid leave) for the whole of the term time of that calendar year.
- (c) In the case of a teacher who takes long service leave in accordance with the *Long Service Leave (Portable Schemes) Act 2009 (ACT)*, the payment due in respect of service with the school pursuant to Clauses 29 or 30 of this Agreement, shall be inclusive of the payment due pursuant to the *Long Service Leave (Portable Schemes) Act 2009 (ACT)* in respect of service with the school.
- (d) In the case of a casual teacher who has an entitlement to leave at the commencement of this Agreement, that entitlement shall not be affected by this Agreement. For the avoidance of doubt, the entitlement shall be calculated in accordance with the *ACT Christian Schools*

*Teaching Staff Multi-Enterprise Agreement 2016 – 2019* and prior agreements to the commencement of this Agreement and in accordance with the Act thereafter.

- (e) Where a casual teacher accepts an appointment as a part-time or full-time teacher any service as a casual which is continuous with the appointment shall be included in the calculation of any entitlement to leave. For the avoidance of doubt, any casual service with the school which does not constitute continuous service with their service as a part-time or full-time teacher shall not be included in the calculation of any entitlement to leave.

## **29.2 Entitlement to Leave**

Subject to sub-clause 29.3 in relation to the calculation of the entitlement the amount of long service leave to which a full-time or part-time teacher shall be entitled will:

- (a) In the case of a teacher who has completed at least seven years continuous service with the same school, be the amount calculated in accordance with sub-clause 29.3
- (b) In the case of a teacher who has completed with a school five years continuous service, and whose employment:
  - (i) is terminated by the school for any reason other than misconduct; or
  - (ii) ceases for any other reason (including resignation by the teacher),be a proportionate amount on the basis of 13 weeks for ten years continuous service (such service to include service with the school as an adult and otherwise than as an adult).
- (c) In the case of a teacher who has not completed with a school five years continuous service, and whose employment:
  - (i) is terminated by the school for any reason; or
  - (ii) ceases for any other reason (including resignation by the teacher),no long service leave shall be payable subject to the provisions of clause 30.

## **29.3 Calculation of Entitlement – Teachers Employed in the School**

The amount of Long Service Leave to which such teacher shall be entitled shall be the sum of the following amounts.

- (i) The amount calculated on the basis of the provisions of the *Long Service Leave Act 1976* or the amount calculated on the basis of the arrangements operating in the school in respect of the period of service before 3 September 1996; and
- (ii) An amount calculated on the following basis for the period of service from 3 September 1996 to 31 December 1998:
  - (A) in respect of ten years of service so completed, 13 weeks; and
  - (B) in respect of each additional completed year of service with the same employer, 1.3 weeks; and

- (iii) An amount calculated on the following basis for the period of service from 1 January 1999 to 31 January 2002:
  - (A) in respect of ten years of service so completed, 13 weeks; and
  - (B) in respect of each additional completed year of service with the same employer, 1.9 weeks; and
- (iv) An amount calculated on the following basis for the period of service on or after 1 February 2002:
  - (A) in respect of ten years of service so completed, 13 weeks; and
  - (B) in respect of each additional completed year of service with the same employer, 2.0 weeks; and
- (v) The above periods of calculation are listed in the table below:

Calculation of Entitlement	
Prior to 3 September 1996	0.866 weeks per year. or school based arrangements
3 September 1996 to 31 December 1998	1.3 weeks per year up to 10 years service. 1.3 weeks per year after 10 years service.
1 January 1999 to 31 January 2002	1.3 weeks per year up to 10 years service. 1.9 weeks per year after 10 years service.
On or after the 1 <sup>st</sup> February, 2002	1.3 weeks per year up to 10 years service 2 weeks per year after 10 years service

*(Note: for calculation of long service leave for teachers employed in an early learning centre, see Schedule E, Particular Conditions of Early Learning Centre Teachers).*

#### 29.4 Conditions of Taking Leave

- (a) In accordance with the Act a teacher entitled to 4 weeks or more of long service leave will be granted such leave:
  - (i) as soon as practicable, having regard to the needs of the school, after the teacher becomes entitled to the leave; or
  - (ii) if the school and teacher agree in writing - at another time or times.
- (b) In making an agreement for long service leave to be taken at another time or times the school and teacher acknowledge that, without limiting the teacher's entitlement under the Act, that the needs of the school 'business' are more likely to be met when:
  - (i) the teacher gives not less than two school terms notice of the teacher's wish to take leave.
  - (ii) Leave is taken in blocks of at least one school term. However, a school may agree to allow a teacher to take long service leave in smaller blocks, including single days, for

personal reasons including further study, subject to the operational needs of the School.

- (c) In accordance with the Act the school must give at least sixty (60) days' written notice of any requirement to take long service leave.
- (d) Where long service leave is taken so that it commences on the first day after a period of pupil vacation, which falls between school terms, and concludes on the last day prior to a period of pupil vacation which falls between school terms, such long service leave shall be exclusive of the pupil vacation periods occurring prior to, within and following the period of long service leave. A period of long service leave taken wholly within one term shall also be exclusive of pupil vacation periods adjacent to the period of leave, if the taking of long service leave of less than one term has been approved by the School.
- (e) Where a teacher requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with subclause 29.4(b) the conditions of that clause shall apply, provided nothing in this paragraph shall affect the operation of clause 22.6
- (f) Where long service leave is not taken in full term periods or in accordance with clause 29.4(d) it will be inclusive of pupil vacation periods.
- (g) 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.

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

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

#### **29.6 Continuous Service**

The service of a teacher with a school will be deemed to be continuous notwithstanding the service has been interrupted by reason of the teacher taking unpaid parental leave or other approved leave without pay, but the period during which the service is so interrupted will not be taken into account in calculating the period of service.

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

- (a) A teacher with 10 years' continuous service with the School may cash out an amount of accrued but untaken long service leave that exceeds the amount of long service leave that the teacher would have accrued if the rate of accrual in the Long Service Leave Act applied to the teacher's employment (the additional long service leave), on the following basis:
  - (i) the teacher elects to cash out the additional long service leave;
  - (ii) the teacher provides a written election to the School stating that the teacher wishes to cash out the additional long service leave; and

- (iii) the School, in its discretion, authorises the teacher to cash out the additional long service leave.
- (b) If a teacher cashes out an amount of additional long service leave in accordance with this clause:
  - (i) the School will, within a reasonable time, pay to the teacher or as directed by him or her the amount of pay the teacher would have received if s/he had taken the long service leave that the teacher cashed out;
  - (ii) the teacher's entitlements to long service leave will be reduced by the extent of such payment and the teacher will no longer be entitled to the long service leave that s/he cashed out; and
  - (iii) the teacher may not seek to cash out further additional long service leave accrued until the teacher has completed a further 5 years service from the time that the teacher last became entitled to the benefit of this clause, unless the School agrees otherwise.
- (c) The parties agree that the primary purpose of long service leave is for a teacher to have an extended period of rest and recuperation away from work and that this will be taken into account in any decision to cash out additional long service leave.

## 30 Christian Schools Portable Long Service Leave Scheme

### 30.1 Definitions

**"Previous Employer"** means the employer of the teacher prior to the teacher commencing employment with the school.

**"New Employer"** means a school at which the teacher has been offered and accepted employment.

**"Long Service Leave Accrual"** means as at the date of termination of employment the amount of entitlement to be paid in lieu of long service leave in accordance with subclause 29.2(b) of this Agreement and the *Long Service Leave Act 1976 (ACT)*;

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

**"New Employer LSL Accrual"** means the amount of long service leave accrued by the teacher with the New Employer calculated in accordance with the scale of accrual set out in subclause 29.3 taking into account the deemed service in accordance with subclause 31.2(b);

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

### **30.2 Teachers transferring an entitlement from a previous employer**

- (a) This clause applies when a teacher is employed by the school and has arranged for a long service leave entitlement from a Previous Employer to be transferred to the school on terms consistent with this clause.

(b) **Deemed Service with the School**

For the purposes only of:

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

Where:

- (i) a teacher has elected for the Previous Employer to pay the Long Service Leave Accrual to the school; and  
(ii) the Transferred Amount has been received by the School,

the teacher's service with the Previous Employer shall be deemed to be service with the school.

*Note: The general requirement in the Long Service Leave Act 1976 (ACT) for an employee to have 5 years continuous service before being eligible for a pro rata payment of long service leave, on termination of employment (other than for misconduct), repeated and extended (to include resignation) at sub clause 29.2(b) above, is not changed by this provision.*

(c) **Calculation of Long Service Leave Entitlements**

Subject to subclause 30.2(b), the amount of long service leave to which a teacher is entitled at a particular point in time in accordance with the Portable Long Service Leave Scheme, is to be determined in accordance with the following formula:

$$\text{New Employer LSL Accrual} \quad + \quad \text{Transferred LSL Accrual}$$

(d) **Special Conditions of taking Long Service Leave with the School**

A teacher to which this clause applies is not entitled to take any long service leave with the school unless, at the time the teacher would take the leave, the following conditions are satisfied:

- (i) the teacher has completed at least 10 years service (including both actual service with the school and deemed service with the School in accordance with subclause 31.2(b); and  
(ii) the teacher has been employed by the New Employer for at least 5 years, subject to subclause 30.2(e); and  
(iii) the teacher has accrued sufficient long service leave (calculated on the basis of subclause 30.2(c) to take leave of at least one school term, subject to subclause 30.2(e).

- (iv) If a teacher, who has transferred an amount in respect of long service leave, takes long service leave, the amount transferred is applied against the leave taken first – before any leave accrued at the new school is accessed.

(e) **School may waive Special Conditions of taking Long Service Leave**

Despite subclause 30.2(d)(ii) and subject to subclause 30.2(f), a teacher may commence to take long service leave earlier than the time prescribed in subclause 2(d)(ii) with the agreement of the New Employer.

Despite subclause 30.2(d)(iii) and subject to subclause 30.2(f), a teacher may take an amount of long service leave which is less than one school term with the agreement of the New Employer.

(f) **General Conditions of taking Long Service Leave to apply**

For the avoidance of doubt, the conditions for taking long service leave set out in subclauses 29.4, 29.5, 29.6 and 29.7(b) apply with respect to the school to any teacher who has transferred an entitlement from a previous employer.

(g) **Payout during the Employment of Long Service Leave transferred**

A teacher, at any time during their employment with their New Employer, may request the school to pay to them the amount of the long service leave transferred. If this occurs, no interest is payable by the school under sub clause 30.2(h), and the teacher's service with the previous Employer shall no longer be deemed to be service with the school under subclause 30.2(b).

(h) **'Interest' if Long Service Leave not taken**

A teacher who leaves the school within 5 years is entitled to an 'interest' payment calculated as follows (unless the teacher has taken long service leave during that time pursuant to sub clause 30.2(e) with the agreement of the school, or has requested and received a payout of the long service leave transferred under sub clause 30.2(g) above):

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

where:

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

**T** = the Transferred Amount

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

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

### **30.3 Teachers transferring an entitlement to a New Employer**

This clause applies to a teacher:

- (a) whose employment with the School terminates; and
- (b) as at the date of termination of employment, who has an entitlement to be paid in lieu of long service leave in accordance with subclause 30.2(b) of this Agreement and the *Long Service Leave Act 1976* (ACT); and
- (c) who has been offered and has accepted employment with the New Employer; and
- (d) who is to commence employment with the New Employer.

### **30.4 Election regarding Long Service Leave Accrual**

- (a) Subject to subclause 30.4(b) a teacher who satisfies the requirements in subclause 0 may elect for the school to either:
  - (i) pay the Long Service Leave Accrual to the teacher as a lump sum payment or;
  - (ii) pay the Long Service Leave Accrual to the New Employer.
- (b) The School must notify a teacher of their right to make an election in accordance with subclause 30.4(a) at least three weeks before the date of termination of the teacher's employment with the School, if practicable.
- (c) For the purpose of subclause 30.4(a), a teacher must notify the school of their election at least one week prior to the termination of the teacher's employment with the school (or such later time if agreed by the School) in writing.
- (d) Where the teacher elects for the School to pay the Long Service Leave Accrual to the New Employer, and notifies the School of such an election in accordance with subclause 30.4(b), the School must pay the Long Service Leave Accrual to the New Employer on the date of termination of the teacher's employment with the School, if practicable, but no later than the date the teacher commences employment with the New Employer. The teacher will have no further entitlement to long service leave or a payment in lieu with the School, the teacher's right to long service leave or a payment in lieu being extinguished by the payment of the Transferred Amount to the New Employer.
- (e) If a teacher fails to make an election in accordance with subclause 30.4(a) or fails to satisfy the requirements in subclause 30.4(c) in making an election, the School must pay the Long Service Leave Accrual to the teacher as a lump sum payment, unless otherwise agreed by the school.
- (f) A teacher will be eligible for service to be recognised by the New Employer except where at the date of termination of employment with the School, the balance of the teacher's long service leave accrual is less than 5 weeks.
- (g) For the avoidance of doubt, an election made under subclause 30.4(a) is not able to be revoked or changed.

### **30.5 No Claim for Damages or of Unfairness**

A teacher who makes an unfair dismissal claim or other claim arising out of the termination of his or her employment with the School must not make any claim for damages arising out of the teacher's ineligibility, if any, to participate in the Portable Long Service Leave Scheme set out in this clause 30 and must not rely on or raise such ineligibility in support of any unfair dismissal or other such claim.

## **Part 7—Teacher Skill Development and Professional Standards**

### **31 Teacher Standards**

- (a) Teachers subject to registration with the Teacher Quality Institute must meet the requirements of their registration.
- (b) Schools recognise the particular challenges for beginner teachers. They are committed to induction and support for new graduate teachers to assist them with the continuing development of their knowledge, skills and attitudes, with a view to them attaining full registration.
- (c) A school will provide support to a teacher who is working towards achieving full registration. Examples of the types of support that may be provided include providing a mentor teacher, observation by the teacher of quality teaching practice, in class observations of the teacher, lesson review (reflection and professional dialogue) and formal and informal feedback in relation to the teacher's progress in reaching the required standards.
- (d) A teacher required to obtain full registration (or seeking assessment and certification at a higher level) will work co-operatively with the school employing the teacher in the registration and assessment process and will comply with any policy implemented by the school and/or reasonable requirements of the School, including participating in classroom observations, feedback meetings and lesson reviews and adhering to timeframes and deadlines set by the school.
- (e) Nothing in this agreement shall prevent a school from providing additional support or assistance to those teachers seeking assessment and certification as highly accomplished or lead teachers.

## **Part 8—Union Representation**

### **32 Union Representatives**

In order to promote the relationship between the School and all teachers of the school (including members of the union and other teachers) bound by this Agreement;

- (a) The School shall permit the union representative in the School (not being an official of the Union) to post union notices relating to the holding of meetings in relation to employment matters on a common room noticeboard.

- (b) Where a teacher requests the union representative at the school (not being an official of the Union) to represent them in relation to a matter concerning their employment under this Agreement, the union representative shall be permitted in working hours (other than timetabled teaching time) to hold discussions with a representative of the School. Such discussions shall take place at a time and place convenient to both parties.
- (c) Meetings of union members who are employed at the School may be held on the School premises, at times within the School's hours of business, but when employees are on a break, and at places reasonably convenient to both union members and the School and otherwise in accordance with the Act. Provided also that the union representative gives prior notice to the Principal of the members' intention to meet.

*Note: These provisions are in addition to the rights and obligations in relation to union representatives under the Act.*

## SCHEDULE A – Monetary Rates

Table 1A – Salaries

<b>Band</b>	<b>Step</b>	<b>Current Salary</b> \$	<b>Annual salary from the first full pay period on or after 1 July 2020</b> (3.0%) \$	<b>Annual salary from the first full pay period on or after approval of agreement</b> (1%) \$	<b>Annual salary from the first full pay period on or after 1 July 2021</b> (3.0%) \$	<b>Annual salary from the first full pay period on or after 1 July 2022</b> (2.5%) \$
One	1	72,400	74,572	75,318	77,578	79,517
	2	76,135	78,419	79,203	81,579	83,618
	3	79,860	82,256	83,079	85,571	87,710
	4	83,799	86,313	87,176	89,791	92,036
Two	5	88,831	91,496	92,411	95,183	97,563
	6	92,628	95,407	96,361	99,252	101,733
	7	96,425	99,318	100,311	103,320	105,903
Three	8	100,719	103,741	104,778	107,921	110,619
	9	107,788	111,022	112,132	115,496	118,383
Four – Highly Accomplished ‘Lead		113,924	117,342	118,515	122,070	125,122

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

	<b>Current Allowance \$</b>	<b>Annual Allowance from the first full pay period on or after 1 July 2020 (3.0%) \$</b>	<b>Annual Allowance from the first full pay period on or after approval of agreement (1%) \$</b>	<b>Annual Allowance from the first full pay period on or after 1 July 2021 (3.0%) \$</b>	<b>Annual Allowance from the first full pay period on or after 1 July 2022 (2.5%) \$</b>
Prelim. Position of Responsibility	4,246	4,373	4,417	4,550	4,664
Position of Responsibility 1	8,495	8,750	8,838	9,103	9,331
Position of Responsibility 2	16,989	17,499	17,674	18,204	18,659
Position of Responsibility 3	25,487	26,252	26,515	27,310	27,993
<b><i>Assistant Principals - Secondary/Combined</i></b>					
201-300	30,478	31,392	31,706	32,657	33,473
301-600	33,780	34,793	35,141	36,195	37,100
601-900	37,072	38,184	38,566	39,723	40,716
901+	40,364	41,575	41,991	43,251	44,332
<b><i>Assistant Principals - Primary</i></b>					
201-250	24,355	25,086	25,337	26,097	26,749
251-400	27,343	28,163	28,445	29,298	30,030
401-600	30,478	31,392	31,706	32,657	33,473
601-800	33,780	34,793	35,141	36,195	37,100
801+	37,072	38,184	38,566	39,723	40,716

**Table 1C – Allowances for Directors of Early Learning Centres**

<b>Student Units</b>	<b>Current Allowance</b>	<b>Annual Allowance from the first full pay period on or after 1 July 2020</b> (3.0%)	<b>Annual Allowance from the first full pay period on or after approval of agreement</b> (1%)	<b>Annual Allowance from the first full pay period on or after 1 July 2021</b> (3.0%)	<b>Annual Allowance from the first full pay period on or after 1 July 2022</b> (2.5%)
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
0-25 Children	7,196	7,412	7,486	7,711	7,904
26-50 Children	8,787	9,051	9,142	9,416	9,651
51-75 Children	10,967	11,296	11,409	11,751	12,045
76 + Children	13,700	14,111	14,252	14,680	15,047

**Table 2 – Daily Casual Rates**

<b>Casual Rates for full day engagements</b> <b>Applicable from the first full pay period on or after 1 July 2020</b>	
<b>Step Level</b>	<b>Full Day Engagement</b>
Step 1	365.55
Step 2	384.41
Step 3	403.22
Step 4	423.10
Step 5	448.51
Step 6	467.68
Step 7	486.85

<b>Casual Rates for full day engagements Applicable from the first full pay period on or after the approval of agreement</b>	
<b>Step Level</b>	<b>Full Day Engagement</b>
Step 1	369.21
Step 2	388.25
Step 3	407.25
Step 4	427.33
Step 5	453.00
Step 6	472.36
Step 7	491.72

<b>Casual Rates for full day engagements Applicable from the first full pay period on or after 1 July 2021</b>	
<b>Step Level</b>	<b>Full Day Engagement</b>
Step 1	380.28
Step 2	399.90
Step 3	419.47
Step 4	440.15
Step 5	466.58
Step 6	486.53
Step 7	506.47

<b>Casual Rates for full day engagements Applicable from the first full pay period on or after 1 July 2022</b>	
<b>Step Level</b>	<b>Full Day Engagement</b>
Step 1	389.79
Step 2	409.89
Step 3	429.95
Step 4	451.16
Step 5	478.25
Step 6	498.69
Step 7	519.13

**Table 3 - Other Rates and Allowances**

<b>Own Car Allowance:</b>	<b>Allowance during the term of this Agreement</b>
<b>Casual or incidental use</b>	
- Motor car (max 400kms per week)	0.80 per km
- Motorcycle (max 400kms per week)	0.27 per km

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

- B.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- B.2** The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s 172 of the Fair Work Act 2009; and
  - (b) are not unlawful terms under s 194 of the Fair Work Act 2009; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- B.3** The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- B.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- B.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.

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

### **C1. APPLICATION**

- C1.1 This Part shall apply in respect of full-time, part-time and casual teachers employed in the classifications specified by the agreement, except as provided below.
- C1.2 The provisions of clauses C4 and C5 of this part shall not apply:
- (a) to employers who employ less than 15 employees immediately prior to the termination of employment of teachers; or
  - (b) to teachers with less than one year's continuous service; or
  - (c) where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty; or
  - (d) in the case of casual teachers, apprentices or teachers engaged for a specific period of time or for a specified task or tasks; or
  - (e) where employment is terminated due to the ordinary and customary turnover of labour.

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

- C2.1 Where a school has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on teachers, the School shall notify the teachers who may be affected by the proposed changes and their representative or representatives, if any, notified to the School.
- C2.2 'Significant effects' include termination of employment, major changes in the composition, operation or size of the school's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of teachers to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.

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

- C3.1 The school shall discuss with the teachers affected by the introduction of such changes, and their representatives, if any, the introduction of such changes, the likely effect on the teachers and the measures taken to avert or mitigate the adverse effects of such changes, as soon as is practicable after the School has made the decision described in sub clause C2.1.
- C3.2 A teacher or teachers may appoint a representative for the procedures set out in this Part. If a teacher appoints or teachers appoint a representative for the purposes of consultation and the teacher or teachers notify the School of the identity and appointment of such representative the School must recognise that representative. Where a teacher is a member of the union, and informs the School of this, the union will be that teacher's representative unless the teacher appoints another person or revokes the union's status as his or her representative.
- C3.3 For the purposes of the discussion, the School shall, as soon as practicable, provide in writing to the teachers concerned and their representatives, if any, all relevant information about the proposed changes, including the reasons for and the nature of the proposed changes, the number and categories of teachers likely to be affected, the expected effects of the changes on teachers and any

other matters likely to affect teachers provided that the School is not required to disclose confidential information the disclosure of which would be contrary to the School's interests.

C3.4 The School must give prompt consideration to matters raised by the teachers and/or their representatives in relation to the major changes.

#### **C4. NOTICE FOR CHANGES IN PRODUCTION, PROGRAMME, ORGANISATION OR STRUCTURE**

##### **C4.1 Notice**

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

4.1.1 In order to terminate the employment of a teacher due to redundancy the School shall give to the teacher at least 4 weeks notice.

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

4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. The employment may be terminated by the School giving part of the period of notice specified and part payment in lieu of the balance of the period of notice.

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

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

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

4.2.3 This entitlement applies instead of clause 12.6 of this Agreement.

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

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

to leave earlier than the date the notice period given by the School expires, the teacher must give at least the notice required for resignation by a teacher.

**C4.4 Statement of Employment**

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

**C4.5 Centrelink Employment Separation Certificate**

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

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

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

**C5. SEVERANCE PAY**

C5.1 The provisions of this clause only apply to a school if it employs 15 or more employees immediately before the termination of employment of a teacher or teachers due to redundancy. Where the employment of a teacher is to be terminated pursuant to clause C4 of this part, subject to further order of the Fair Work Commission, the School shall pay the following severance pay in respect of a continuous period of service:

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks’ pay*
2 years and less than 3 years	6 weeks’ pay
3 years and less than 4 years	7 weeks’ pay
4 years and less than 5 years	8 weeks’ pay
5 years and less than 6 years	10 weeks’ pay
6 years and less than 7 years	11 weeks’ pay
7 years and less than 8 years	13 weeks’ pay
8 years and less than 9 years	14 weeks’ pay

9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

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

**C5.2 Incapacity to Pay**

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

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

**C5.3 Alternative Employment**

Subject to an application by the School and further order of the Fair Work Commission, a school may pay a lesser amount (or no amount) of severance pay than that contained in subclause C5.1 if the School obtains acceptable alternative employment for a teacher.

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

C6.1 The School will consult with teachers about proposed changes to their regular roster (if any) or ordinary hours of work.

C6.2 Affected teachers may be represented for the purposes of consultation under this sub-clause C6. If the teacher or teachers affected appoint a representative, then the employer shall recognise the representative.

C6.3 For the purposes of this sub-clause C6, the School will:

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

C6.3 However, the School is not required to disclose confidential or commercially sensitive information to the affected teachers.

## **SCHEDULE D – Dispute Resolution**

### **D1. General**

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

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

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

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

If the parties choose to participate in mediation:

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

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

During the conciliation the Fair Work Commission may:

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

**D5. Conduct during Mediation or Conciliation**

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

**D6. Representatives**

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

## **SCHEDULE E - Particular Conditions of Early Learning Centre Teachers**

### **E1. Introduction**

The conditions of this Agreement shall apply to teachers in early learning centres (including pre-schools) subject to the modifications contained in this Schedule.

### **E2. Definitions**

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

“Early Childhood Teacher” has the meaning in the Education and Care Services National Regulations.

### **E3. Calculation of Service for Early Learning Centre Teachers**

- (a) For the purpose of this clause, any teacher if required by the School to do so, shall upon engagement establish to the satisfaction of the School, the length of his or her teaching service in any Pre-School, Early Childhood Services Centre (ECS Centre), Multi-Purpose Centre or in early childhood education services for children up to 8 years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.
- (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher) as referred to in clause E3(b)(i) and (ii) shall be counted as service.
- (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours worked by the teacher in any year bears to the normal number of hours worked by a full-time teacher at that early learning centre in the same year, provided that a period of part-time service in terms of clause E3(b)(ii) shall count as service in the proportion that the part-time employment bears to full-time employment in that centre.
- (iii) The amount of service of a casual teacher employed in an ECS Centre shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the teacher in any year bears to the normal number of days worked by a full-time teacher at the ECS Centre in the same year.
- (b) For the purpose of this clause, a period of service other than service within paragraph E3(a) of this clause, shall be counted as service in accordance with the following principles:-
- (i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service at the rate of one increment for each completed three years so engaged to a maximum of four increments;
- (ii) A period of service as a carer in the child care industry, as a Child Care Certificate worker shall be recognised as service at the rate of one increment for each completed three years so engaged to a maximum of two increments

The period of service of a teacher who commenced employment before the commencement of this Agreement, determined in accordance with the provisions applying in the Agreement replaced by this Agreement, will not be reduced as a result of the operation of this sub-clause E3.(b).

### **E4. Directors**

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

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

**E5. Long Service Leave- Quantum of leave and Calculation of Entitlement for Teachers Employed in an Early Learning Centre**

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

Calculation of Entitlement	
Teachers employed in an Early Learning Centre	
Prior to 1 <sup>st</sup> January, 1998	.866 weeks per year.
1 <sup>st</sup> January, 1998 to 31 <sup>st</sup> December, 1998	1.05 weeks per year.
1 <sup>st</sup> January, 1999 to 28 <sup>th</sup> January, 2001	1.05 weeks per year up to 10 years service. 1.5 weeks per year, or proportion of a year, after 10 years service.
On or after the 29 <sup>th</sup> January, 2001	1.3 weeks per year up to 10 years service 1.5 weeks per year, or pro rata for a proportion of a year, after 10 years service
On or after the 1 <sup>st</sup> January 2013	1.3 weeks per year up to 10 years service 2 weeks per year, or pro rata for a proportion of a year, after 10 years service

**E6. Terms of Engagement**

- (a) Crib Break

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

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

- (b) First Aid Certificate
  - (i) Teachers shall be required to obtain and maintain an approved first aid certificate.
  - (ii) Teachers employed in early learning centres, other than teachers working 48 weeks per year, will attend such first aid courses in the teacher's own time.
- (c) Part-Time Teachers.

NB - also see other relevant provisions of this Agreement.

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

**E7. Hours of Work and other Conditions in an Early Learning Centre Operating for more than 48 Weeks per Year**

- (a) **Clause 19 – Ordinary Hours of Work**, of this Agreement does not apply to teachers, including a teacher appointed as a Director, employed in an early childhood service which operates for 48 or more weeks per year, where the teacher is required to attend at the centre for 48 weeks a year. In relation to hours of work, such teachers shall, instead, be covered by the provisions set out in paragraphs (c) and (d) below. The annual salary and any applicable allowance payable to a teacher are paid in full satisfaction of a teacher's entitlements and include compensation for reasonable additional hours worked.
- (b) **Clause 22 – Pro Rata Payment of Salary for Non Term Time inclusive of Annual Leave**, of this Agreement does not apply to teachers, including a teacher appointed as a Director, employed in an early childhood service which operates for 48 or more weeks per year, where the teacher is required to attend at the centre for 48 weeks a year. In that case, subject to any Christmas shutdown, during which a school may require a teacher to take annual leave, the teacher shall be entitled to annual leave that may be taken outside the summer school vacation period, but still generally in the pupil vacation periods between school terms. The teacher shall receive annual leave loading on the annual leave in accordance with **Clause 23 - Annual Holiday Loading**. Where a teacher is required to attend for between 40 and 48 weeks a year then **Clause 22 – Pro Rata Payment of Salary for Non Term Time inclusive of Annual Leave** shall apply based on the required attendance weeks for the teachers in the centre.
- (c) Ordinary hours of work
  - (i) The ordinary hours of work may be averaged over a period of four weeks.
  - (ii) The ordinary hours of work will be worked between the hours of 6.00 am and 6.30 pm on any five days between Monday and Friday and will not exceed eight hours in duration. Subject to the provisions of **Clause 8 - Flexibility**, by agreement between a School and a teacher, a teacher may be rostered to work up to a maximum of 10 hours in any one day.

(d) Breaks between periods of duty

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

(e) Rostered days off

A School and teacher may agree that the ordinary hours of work provided by clause E7(c) - Ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.

- (i) The teacher will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- (ii) A teacher will accrue 24 minutes for each eight hour day worked to give the teacher an entitlement to take rostered days off.
- (iii) Each day of paid leave taken by a teacher (but not including long service leave, or any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause E7(d)(ii).
- (iv) Rostered days off will not be regarded as part of the teacher's annual leave for any purpose.
- (v) A teacher will not be entitled to personal leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the School and the teacher will agree on a substitute day.
- (vi) A teacher will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- (vii) A teacher who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the teacher has accrued in accordance with clause E7(d)(ii).
- (viii) A teacher whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the teacher has accrued in accordance with clause E7(d)(ii).
- (ix) Rostered days off will be determined by mutual agreement between the School and the teacher, having regards to the needs of the place of employment.
- (x) A teacher will be advised by the School at least four weeks in advance of the day on which the teacher is to be rostered off duty.
- (xi) Nothing in this clause will entitle a teacher who works less than 38 hours per week to accumulate rostered days off pursuant to this clause.

- (xii) Where a service operates for less than 48 weeks per year and the teacher receives more than four weeks' paid leave per year, the teacher will accrue rostered days off to a maximum of seven days in any 12 months of consecutive employment. Any days accrued in excess of seven will be subsumed into the period of paid leave.

## **SCHEDULE F – Positions of Responsibility**

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

- (a) **Level 1** means a teacher appointed as such in a primary or secondary department who is:
  - (i) responsible for the co-ordination of a programme of work in an area of instruction or other activity; or
  - (ii) required to assist a Level 2 in the performance of his / her duties; or
  - (iii) required to perform other equivalent duties, as determined by the Principal.
- (b) **Level 2** means a teacher appointed as such in a primary or secondary department who is responsible to the Principal for the co-ordination of a programme of work in an area of instruction or other activity or activities, or required to perform other equivalent duties (which need not involve educational leadership) as determined by the Principal.
- (c) **Level 3** means a teacher appointed as such in a primary or secondary department who is responsible to the Principal for:
  - (i) the supervision of staff in positions of responsibility classified as Level 1 and 2; and/or
  - (ii) the co-ordination and supervision of the academic programme of the school in the secondary or primary departments or both; and/or
  - (iii) the professional development of teachers at the school; and/or
  - (iv) other equivalent duties as required by the Principal.
- (d) **Preliminary Level** is the lowest level of position of responsibility. It means a teacher appointed as such in a primary or secondary department who has the following core responsibilities:
  - (i) Work relating to classroom activities (beyond that expected of all teachers): significant involvement in curriculum/resource development, planning, reflective and adaptive classroom practice; significant preparation of syllabus content and knowledge and understanding of methodologies.
  - (ii) Significant involvement in co-operative planning, professional learning and induction, mentoring and development of more junior teachers, facilitating sharing and learning knowledge and skills with and from peers/other teachers.
  - (iii) Formal and informal involvement across (as a member of) the whole school: whole school contribution as required by an individual school.
- (e) **“Other activities”** include, but are not limited to, administrative, student welfare and/or pastoral care and/or co-curricular duties additional to those usually required of teachers by the school.
- (f) A level of additional responsibility may be categorised as administrative, student welfare and/or pastoral care, co-curricular, or educational leadership, or a combination of these.
- (g) The descriptions for each level of position of responsibility are intended to be descriptive only. They are not intended to be prescriptive or definitive.

## **SCHEDULE G – List of Employers and Schools covered by this Agreement**

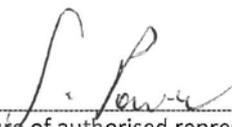
<b>School Name</b>	<b>Legal Proprietor</b>
Brindabella Christian College	Brindabella Christian Education Limited
Emmaus Christian School	Emmaus Christian School Canberra Limited
Trinity Christian School	Trinity Christian School Incorporated

## Signing Page

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EXECUTED as an agreement

SIGNED for and on behalf of Brindabella Christian )  
Education Limited (ABN 21 100 229 669) - trading as )  
Brindabella Christian College by an authorised )  
representative in the presence of )

  
\_\_\_\_\_  
Signature of authorised representative

  
\_\_\_\_\_  
Signature of witness

SUZANNE POWER 135 BELGALOW PT  
\_\_\_\_\_  
Name and address of representative  
LINDHAM QLD

Lisa Willis  
\_\_\_\_\_  
Name of witness (print)

PRINCIPAL P.O.  
\_\_\_\_\_  
Office held

## Signing Page

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EXECUTED as an agreement

SIGNED for and on behalf of Emmaus Christian )  
School Canberra Limited (ABN 26 483 932 179) )  
trading as Emmaus Christian School by an authorised )  
representative in the presence of )



-----  
Signature of authorised representative

Erik Hofsink  
24 Fairfield St. Crace ACT 2911

-----  
Name and address of representative



-----  
Signature of witness

CATHRYN MCGRATH

-----  
Name of witness (print)

Principal

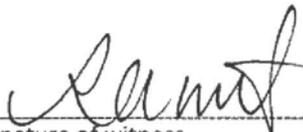
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Office held

## Signing Page

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EXECUTED as an agreement

SIGNED for and on behalf of Trinity Christian School )  
Incorporated (ABN 31 614 578 699) trading as Trinity )  
Christian School by an authorised representative in )  
the presence of )



Signature of witness

Rhonda Ament

Name of witness (print)



Signature of authorised representative

KAREN ACHURCH

Name and address of representative

7 GOSMAN CL, OXLEY ACT 2903.

BUSINESS MANAGER

Office held

### Signing Page

EXECUTED as an agreement

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



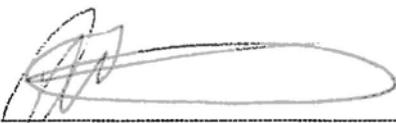
Signature of authorised officer

Mark Northam  
485 - 501 Wattle Street  
Ultimo NSW 2007

Name and address of authorised officer

NSW/ACT Branch Secretary, IEUA

Office held



Signature of witness

DEBORAH WESTON

Name of witness (print)