

TAYLORS COLLEGE WATERLOO CAMPUS ENTERPRISE AGREEMENT 2024

1.	Arrangement	
1.	Arrangement	1
2.	Title.....	2
3.	Coverage and Scope of Agreement.....	2
4.	Period of Operation.....	2
5.	Relationship with other Awards and Agreements	2
6.	No Further Claims.....	2
7.	Definitions	3
8.	Basis of Employment	4
9.	Continuous Service.....	5
10.	Termination of Employment	6
11.	Redundancy.....	6
12.	Flexibility	8
13.	Dispute Resolution Procedure	9
14.	Consultation	10
15.	Hours of Work	12
16.	Classifications & Salary Rates	14
17.	Salary Sacrifice.....	16
18.	Professional Development	16
19.	Conflict of Interest.....	17
20.	Annual Leave	17
21.	Public Holidays	18
22.	Personal/Carer's Leave.....	18
23.	Compassionate Leave.....	18
24.	Long Service Leave	19
25.	Parental Leave	19
26.	Community Service Leave	21
27.	Natural Disaster Leave	22
28.	Family and Domestic Violence Leave	22
29.	Special Leave	22
30.	Examination / Study Leave.....	22
31.	Union Representation	23
	SIGNATORIES.....	32

2. Title

This Agreement will be known as the *Taylor's College Waterloo Campus Enterprise Agreement 2024 (Agreement)*.

3. Coverage and Scope of Agreement

3.1 The Agreement will apply to and cover:

- (a) Navitas Australia Pty Ltd trading as Taylor's College [ABN 88 070 919 327] (**Navitas** or the **College**); and
- (b) Employees of Navitas that are employed as a Teacher at Taylor's College, Waterloo Campus in Sydney, NSW and in a classification in this Agreement (Employees).
- (c) The Agreement shall also apply to and cover the Independent Education Union of Australia (NSW/ACT Branch) (IEUA), provided the IEUA gives notice to the FWC in accordance with the Act and the FWC notes in an approval of this Agreement that it covers and applies to the IEUA.

3.2 The Agreement does not apply to or cover the College Director, a Director, an Academic Manager or other direct report to the College Director employed in a leadership or non-teaching position at the College.

4. Period of Operation

4.1 The Agreement shall commence operating 7 days following its approval by the FWC (Commencement Date).

4.2 The nominal expiry date of this Agreement shall be 30 June 2025.

4.3 The College, Employees and the IEUA will be ready to commence discussions on any new enterprise agreement by no later than 3 months before the nominal expiry date of the Agreement.

5. Relationship with other Awards and Agreements

5.1 The Agreement is made pursuant to section 172 of the Act. It replaces and rescinds any previous enterprise agreement that applied to or covered Navitas and the Employees.

5.2 This Agreement wholly displaces and operates to the exclusion of the Award and any other award that would otherwise cover and apply to Employees whose employment is covered by the Agreement.

5.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency.

6. No Further Claims

6.1 During the nominal term of this Agreement there will be no extra claims in relation to matters covered by this Agreement.

7. Definitions

7.1 For the purposes of this Agreement:

- (a) **Academic Coordinator** means a Teacher who is responsible for the supervision, administration and co-ordination of a course or program/s and for teaching duties as required.
- (b) **Act** means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.
- (c) **AEP Teacher** means a Teacher employed to teach English including TEFL (teaching English as a foreign language) and TESL (teaching English as a second language).
- (d) **Agreement** means this agreement, the Taylor's College Waterloo Campus Enterprise Agreement 2024.
- (e) **Award** means the *Educational Services (Post-Secondary Education) Award 2020* [MA 000075]
- (f) **Casual Employee** means an Employee whose employment is consistent with the meaning of 'casual employee' in the Act including that the Employee has no firm advance commitment of continuing or regular work.
- (g) **Category A** — a Teacher with a 5 year degree or equivalent at university level in a field relevant to the teaching area, or in the case of an AEP Teacher is a teacher having a degree and diploma of education or equivalent and either a diploma in TESOL (e.g. Dip SRA, Grad Dip TESOL), a postgraduate diploma in applied linguistics, languages other than English (LOTE), or multicultural education
- (h) **Category B** — a Teacher with a 4 year degree or equivalent at university level in a field relevant to the teaching area, or in the case of an AEP Teacher is a teacher having a degree and diploma of education or equivalent plus a recognised TESOL certificate, or a degree and diploma including LOTE/TESOL method.
- (i) **Category C** — a Teacher with a 3 year degree or equivalent at university level in a field relevant to the teaching area, or in the case of an AEP Teacher is a teacher with a degree/diploma (3 year minimum) plus a recognised TESOL certificate; or a degree/diploma (3 year minimum) including LOTE/TESOL method.
- (j) **Full-time teacher** means an Employee employed to work for an average of 38 ordinary hours per week over the course of a year, and where the arrangement of the ordinary hours of work is in accordance with clause **Error! Reference source not found.** of the Agreement.
- (k) **FWC** means the Fair Work Commission.
- (l) **NES** means the National Employment Standards.
- (m) **Non-Term Weeks** means the 12 weeks in total in a calendar year between Terms when classes are not delivered on campus and students are on student break.
- (n) **Part-time** means an Employee employed for less than 38 hours per week and all entitlements are paid or calculated on a pro-rata basis by reference to the time worked.

- (o) **Semester** means two consecutive Terms. Semester one runs from around February to July and comprises Term 1 and 2. Semester two runs from around July to December and comprises Term 3 and 4. There are two semesters in each academic year.
- (p) **Sessional** employment means an Employee engaged to work on a full-time or part-time basis for a specified period or periods of not less than 4 weeks or not more than 40 weeks in any calendar year.
- (q) **Teacher** means an Employee engaged to teach students where a professional teaching qualification is mandatory or required by the College, and includes a person engaged for teaching who is responsible for the learning outcomes of a group of learners as specified in their position description statement.
- (r) **Term** means a 10 week period during which students attend the College for learning activities. There are four Terms in a calendar year: Terms 1 and 2 are in Semester one, and Terms 3 and 4 are in Semester two.
- (s) **Term Weeks** means the weeks during a Term that are not Non-Term Weeks.

8. Basis of Employment

- 8.1 Employees employed under this Agreement may be employed on a Full-time, part-time (both of which are ongoing), fixed-term, Sessional or Casual basis. Employees employed on an ongoing or fixed-term basis may be employed Full-time or Part-time.
- 8.2 The College will determine in its absolute discretion, having regard to the following eligibility criteria (by reference, where applicable, to performance reviews), whether to offer fixed-term employment, ongoing employment and Casual employment:
 - (a) the needs of the College, the operational environment and the sustainability of its programs;
 - (b) qualifications and skills which correspond to the requirements of the position;
 - (c) significant demonstrated contribution by the teacher to the operations, standing and ongoing, and development of the College as a centre of excellence;
 - (d) demonstrated ability of the teacher to work as part of a team, sound interpersonal skills and cross-cultural awareness;
 - (e) relevant experience, including with the College; and
 - (f) meeting the accountabilities as outlined in the appropriate position description statement.

8.3 Fixed term

An offer of fixed-term employment shall be in accordance with the Act.

8.4 Part-time

The College and a Part-time Employee will agree on the regular pattern of work before the start of employment (or a period of employment in the case of a fixed-term Employee) and may only be changed by mutual agreement in writing.

8.5 Sessional Employment

- (a) A sessional employee receives, on a pro rata basis during a period of Sessional employment, pay and conditions equivalent to those of a full-time or part-time teacher with the same qualifications, experience and teaching load.
- (b) On termination of a sessional engagement, an employee may elect to be paid out accrued annual leave entitlements or have the College preserve them for use during a subsequent sessional engagement. Where the accrued leave is not taken within 12 months of it accruing, or the employee is not re-engaged within 8 weeks (see clause 9), the entitlement will be paid out. See also clause 20 — Annual leave.
- (c) Subject to the employee's satisfactory conduct and performance, where an equivalent position exists at or after the expiry of the employee's period of engagement that is also covered by this Agreement, the College will offer a further engagement to the employee.
- (d) Where practicable, notice of re-engagement will be given at least 2 weeks prior to the expiry of the current engagement and the employee will give one week's notice of acceptance to the College.

8.6 Casual Employment

- (a) A Casual Employee shall be engaged by the day and paid for each engagement as follows:
 - (i) the Casual hourly rate of pay for the Employee's level in Attachment A of the Agreement for each hour of work up to a maximum of step 8 (in the case of a Teacher other than an AEP Teacher) and step 12 (in the case of an AEP Teacher);
 - (ii) the Casual Daily rate of pay for the Employee's level in Schedule A of the Agreement, where the Casual Employee is rostered to work 5 hours or more on a day and works those hours;
- (b) All rates of pay for Casual Employees in the Agreement are inclusive of a 25% casual loading. The casual loading is paid in lieu of the Casual Employee having any entitlement to paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, redundancy pay and other entitlements afforded to full-time or part-time employees.
- (c) A Casual Employee is entitled to a minimum daily engagement of 2 hours or pay for 2 hours if the engagement is less than that on a day, unless the Casual Daily rate of pay applies in accordance with clause 8.6(a)(ii) above.
- (d) A Casual Employee is eligible to be offered and request conversion to full-time or part-time employment in accordance with the NES.

9. Continuous Service

- 9.1 One or more engagements of a fixed-term employee or a Sessional employee will be deemed continuous unless more than eight weeks elapse between the end of one

engagement and the commencement of the next engagement. The period between engagements will not count as service for any purpose under this Agreement or otherwise.

10. Termination of Employment

- 10.1 Subject to clauses 10.2 and 10.3, the length of notice (or payment in lieu thereof) of termination of employment of an Employee will be as mutually agreed between the College and the Employee and be included in the Employee's letter of appointment, provided that the minimum period of notice (other than for a Casual Employee) to be given by either party will be at least four weeks.
- 10.2 Where the Employee (other than a Casual Employee) is over 45 years old and has two years' continuous service the period of notice given by the College will be increased by one week unless this extra week of notice is not required to satisfy the requirements of the NES.
- 10.3 Despite any other provision of this Agreement, the College may terminate the employment of an Employee without notice or pay in lieu of notice in the case of dismissal for conduct that justifies instant dismissal, including incompetence, misrepresentation and neglect of duty or other misconduct.
- 10.4 The College may elect to pay the Employee payment in lieu of the notice or any combination of part notice and part payment in lieu thereof. If the Employee fails to give the required notice, the College may withhold from any monies due to the Employee on termination, an amount not exceeding the Employee's normal pay for the period of notice not given by the Employee.
- 10.5 For the purpose of allowing future employers to appropriately grade teachers under the classification system set out in clause 16, upon the termination of a teacher the College will provide a general statement of service setting out the length of service and range of courses taught, any positions of special responsibility held, and any special duties performed by the teacher.

11. Redundancy

- 11.1 Redundancy is provided for in the NES. As a guide, a redundancy occurs if the College decides that it no longer requires a job being performed by an Employee to be performed by anyone, except where this is due to the ordinary and customary turnover of labour, or because of insolvency or bankruptcy.
- 11.2 Where redundancies are necessary, the College will consult with Employees in accordance with clause 14 – Consultation.
- 11.3 During the period of notice of termination in circumstances of redundancy an Employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purposes of seeking other employment.
- 11.4 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the College, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.
- 11.5 If the employment of an Employee is terminated (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments

under this clause had the Employee remained with the College until the expiry of such notice, but is not entitled to payment in lieu of notice.

- 11.6 The College shall, upon receipt of a request from an Employee whose employment has been terminated by reason of redundancy, provide to the Employee a written statement of service, specifying the period of the Employee's employment and the classification of or type of work performed by the Employee.
- 11.7 The Company shall, upon receipt of a request from an Employee whose employment has been terminated by reason of redundancy, provide to the Employee an 'Employment Separation Certificate' in the form required by Service Australia (or equivalent).
- 11.8 Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the College may, at the College's absolute discretion, 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.
- 11.9 Where the employment of an Employee is to be terminated for reason of redundancy, the College shall pay the following redundancy pay in respect of an Employee's period of continuous service with the College:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

or, for an Employee who is over 45 years of age on termination of employment the following scale shall apply instead:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- 11.10 'Weeks Pay' means the all purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over agreement payments or allowances provided for in the agreement.
- 11.11 Redundancy pay paid in accordance with this clause shall also satisfy the redundancy pay obligation in the NES.

12. Flexibility

12.1 The College and an Employee covered by this Agreement may (but are not obliged to) agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the agreement deals with one 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 College and the Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the College and the Employee.

12.2 The College must ensure that the terms of the individual flexibility arrangement:

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

12.3 The College must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the College and the Employee; and
- (c) is signed by the College and the 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 this Agreement that will be varied by the flexibility arrangement; and
 - (ii) how the flexibility 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 flexibility arrangement; and
- (e) states the day on which the flexibility arrangement commences.

12.4 The College must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

12.5 The College or the 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) at any time if the College and the Employee agree in writing.

13. Dispute Resolution Procedure

13.1 Where a dispute arises about any matter covered in this Agreement, including the application of this Agreement, or in relation to the National Employment Standards, the following process will be followed in a timely manner.

13.2 The affected Employee/s and their supervisor will discuss the matter. The Employee and supervisor may be accompanied by a representative of their choice.

13.3 If the matter is not resolved at this level, either an affected Employee, their representative (if applicable) or their supervisor may refer the issue to Human Resources for investigation and review.

13.4 If the Employee or supervisor is not satisfied with the outcome of the Human Resources review, the parties to the dispute will discuss the process they wish to apply to resolve the dispute.

13.5 If there is no resolution of the dispute the matter may be referred, by agreement to the FWC.

13.6 In dealing with a dispute referred to it by the parties to this Agreement, the FWC may:

- (a) if requested by any one of the parties, consider whether the dispute is frivolous, vexatious, or lacking in substance;
- (b) if, pursuant to sub-clause 10.6(a), it considers the dispute to be frivolous, vexatious or lacking in substance, cease to further deal with the dispute and issue a statement to both parties to that effect;
- (c) schedule and hold a conciliation conference for the purpose of assisting the parties to resolve the dispute;
- (d) if the conciliation conference held under sub-clause 13.6(c) is unsuccessful, conduct a hearing of the matter for the purpose of making a recommendation to the parties in relation to the resolution of the dispute as specified in sub-clause 13.6(g);
- (e) subject to sub-clause 13.6(f), conduct the hearing under sub-clause 13.6(d), in a manner that it considers is most effective for it to make a recommendation to the parties in relation to the resolution of the dispute (including in relation to statements, witnesses and submissions which are necessary to make such a hearing most effective);
- (f) in a hearing held under sub-clause 13.6(d), apply the rules of evidence and also apply the principles of natural justice and procedural fairness in determining the procedures that it takes both before and during the hearing;

(g) at the conclusion of the hearing under sub-clause 13.6(d), make a recommendation as to the resolution of the dispute.

13.7 The parties will not be bound by any recommendation made by FWC unless they have agreed in writing to be bound by any recommendation made by FWC before the dispute is referred to FWC. If the parties, or one party, does not agree to be bound by any recommendation made by FWC, neither party will be so bound by that recommendation.

13.8 The parties are entitled to be represented (including by way of legal representation) in any dealings they have with FWC under this clause.

13.9 The initiating party may withdraw the matter at any time in writing.

13.10 Until the procedures in this clause have been exhausted, work will continue in the normal manner and no industrial action or any other action likely to exacerbate the dispute will be taken by any party to the dispute.

14. Consultation

14.1 This term applies if:

(a) The College has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise which is likely to have a significant effect on Employees of the enterprise; or

(b) The College proposes to change an Employee's regular roster or ordinary hours of work (collectively referred to as "change").

14.2 The College must notify the relevant Employees and the Independent Education Union of the decision to introduce the change.

14.3 The relevant Employees may appoint a representative for the purposes of the consultation procedures in this term.

14.4 If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the College of the identity of the representative; the College must recognise the representative.

14.5 As soon as practicable after making its decision, the College must:

(a) discuss with the relevant Employees and the Independent Education Union:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Employees; and

(iii) measures the College is taking to avert or mitigate the adverse effect of the change on the Employees; and

- (b) for the purposes of the discussion, provide, in writing, to the relevant Employees and the Independent Education Union:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employees; and (iii) any other matters likely to affect the Employees.

14.6 However, the College is not required to disclose confidential or commercially sensitive information to the relevant Employees or the Independent Education Union.

14.7 The College must give prompt and genuine consideration to matters raised about the change by the relevant Employees and/or the Independent Education Union.

14.8 If a term in the enterprise agreement (other than the terms set out in clause 14) provides for a change, the requirements set out in sub-clauses 14.2, 14.3 and 14.5 are taken not to apply.

14.9 In this term, a change of the kind referred to in paragraph 14.1(a) is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the College's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

14.10 For a change referred to in paragraph 14.1(b)

- (a) the College must notify the relevant Employees of the proposed change; and
- (b) sub-clauses 14.11 to 14.15 apply.

14.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

14.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint a representative for the purposes of consultation; and

- (b) the Employee or Employees advise the College of the identity of the representative; the College must recognize the representative.

14.13 As soon as practicable after proposing to introduce the change, the College must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change and;
 - (ii) information about what the College reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the College reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

14.14 However, the College is not required to disclose confidential or commercially sensitive information to the relevant Employees or the Independent Education Union.

14.15 The College must give prompt and genuine consideration to matters raised about the change by the relevant Employees and/or the Independent Education Union.

14.16 In this term relevant Employees means the Employees who may be affected by a change referred to in sub clause 14.1.

15. Hours of Work

15.1 The ordinary hours of work for a Full Time Employee are:

- (a) an average of 38 hours per week over the course of a calendar year
- (b) 7.6 hours worked in a continuous period save for an unpaid meal break (see clause **Error! Reference source not found.**) Monday – Friday;
- (c) worked during the span of hours from 8.00am to 6.00pm Monday to Friday; and
- (d) are worked at the College unless authorised in advance by the College Director

15.2 A Full-Time Employee shall teach an average of 20 hours face-to-face in class per week within the average 38 ordinary hours each Term week. The balance of work time on a day will be other Teaching activities as appropriate or as directed.

15.3 Employees shall be allowed an unpaid meal break of not less than 30 minutes and up to 1 hour after four (4) hours of work, or at another time during the work day by agreement.

15.4 A Part-Time Employee is entitled to a minimum 2 hour engagement on each day or shift the Employee is rostered to work his or her regular pattern of work for a Term.

15.5 A Part-Time Employee shall teach an average of less 20 hours face-to-face in class per Term week. The balance of work time on a day will be other Teaching activities as appropriate or as directed.

15.6 Start Time Preference

- (a) The College shall continue to provide a Teacher with the opportunity to express preferences for their start time of work during Term days during the span of hours, around the end of one Semester and for the next Semester. A start time nominated by a Teacher must allow the Teacher to complete a full day of work within the ordinary hours of work in clause **Error! Reference source not found.** (i.e. an average 7.6 ordinary hour day for a Full-Time Employee, which includes a 7 hour teaching band).
- (b) The College shall accept the start time(s) preferred by a Teacher for their work days during Term Weeks for the following Semester where it is reasonable to do so, taking into account the class timetable and other operational requirements of the Teacher's department including, student supervision and student access to Teacher resources across the operating hours of the College and any request for flexibility under clause 12 of this Agreement.
- (c) The College will endeavour to ensure the start times of a Teacher are consistent with this clause taking into account the operational requirements noted above, and any request for flexibility under clause 12 by the Teacher.
- (d) The start time(s) for a Teacher may be the same on each day of the week, or for a majority of a week (meaning there may be two different start times within a week for the Semester)
- (e) In the alternative, the start time(s) for a Teacher may be different on three (3) or more days in a week for the Semester, where that arrangement is by agreement between the College and the Teacher.
- (f) If the College requires a Teacher to commence work at a time on any day during Term weeks that is different to the Teacher's preferred time, after taking into account the matters in paragraph (b) above, then the College will provide not less than 14 days' notice of the start time on each day of work in the following Semester, or less if by agreement. In an exceptional situation, such as late notice of an additional class or class cancellation, less notice may be given to a Teacher.

15.7 Non-Term Weeks

- (a) The College may require a Teacher to work up to 6 days during Non-Term Weeks on campus at the College, with 3 of those days occurring in the week prior to the commencement of the first Semester in a year with the other 3 days occurring across the remainder of the calendar year organised to take place on 2 or 3 periods of time where practicable to do so.
- (b) The College shall notify Teachers in advance the date(s) on which work activity is to occur in a Non-Term Week, usually by December for the following year or January for the year ahead.

- (c) Work during a Non-Term Week shall not be organised to be concurrent with a close down period for the purpose of annual leave (see clause 20.3).
- (d) For the remainder of Non-Term Weeks in a calendar year, Teachers shall be able to organise their own work activity, leave or other activity.
- (e) The work activity for Teachers on work days during Non-Term Weeks, whether on-campus or not on-campus shall include staff meetings, professional development, curriculum development and maintenance, student advice & guidance, team-based development and/or implementation of projects or products designed to extend the range of educational services.

16. Classifications & Salary Rates

- 16.1 Salaries and casual pay rates are specified in Attachment A of this Agreement.
- 16.2 A Full-time Teacher is entitled to be paid the minimum annual salary rate of pay for their classification, in accordance with Attachment A to the Agreement. A Part-time teacher shall be paid pro rata at the appropriate annual salary for their classification based on the agreed hours of work.
- 16.3 The annual salary rates in Attachment A shall increase over the period of operation (see clause 4) as follows:
 - (a) from the first full pay period to commence on or after 1 July 2023: **5%**
 - (b) from the first full pay period to commence on or after 1 July 2024: **4%**
- 16.4 The annual salary rates, casual rates of pay and increases during the nominal term of the Agreement are set out in Attachment A. For clarity, the increases to the rates of pay in Attachment A apply to Employees who are employed on and after the date the Agreement commences operating.
- 16.5 An **Academic Co-ordinator** is entitled to be paid the annual allowance in Attachment A, in addition to the appropriate annual salary rate.
- 16.6 **Superannuation** - The College will ensure that the employer contributions are made in accordance with the superannuation guarantee legislation.
- 16.7 **First Aid Allowance** - An Employee who has been trained to perform first aid and who is a current holder of appropriate first aid qualifications (such as a certificate from St John Ambulance or a similar body) will be paid a first aid allowance as prescribed by the Award if they are appointed in writing by the College to perform first aid duty.
- 16.8 Employees will be paid fortnightly, in arrears, by electronic funds transfer into a bank, credit union or other financial institution account nominated by the Employee and acceptable to the College. If the College were ever to propose to change the pay cycle or pay day for a pay cycle, employees will be consulted in accordance with clause 14.
- 16.9 Casual Teachers will be paid an hourly rate, or the appropriate daily rate for their classification in accordance with Attachment A to this Agreement.
- 16.10 The minimum payment for each engagement of a Casual Teacher will be two (2) hours work unless the daily rate applies.

16.11 Casual Teachers shall be entitled to normal incremental progression through the Steps in Attachment A, on the basis of one increment for each 204 days of service at the College.

Step Progression

16.12 Teachers will progress one step of the scale for each year of full time service or its equivalent up to Step 11, provided that the employee demonstrates the necessary skills, knowledge and experience to progress to the next salary level. The progression from one salary level to the next will be confirmed by a teacher's manager on an annual basis, with any corresponding salary increase taking place in the first full pay period on or after the progression date. Progression after step 11 is addressed in clause 16.18.

16.13 This means in effect that progression is subject to the continuing satisfactory conduct, diligence and performance of a teacher and the acquisition and utilisation of skills and knowledge through experience. In that case, the manager shall confirm progression from one salary level to the next will occur on the completion of a year of full-time experience or equivalent part-time experience.

16.14 Where the manager considers that the conduct, diligence or performance of a teacher is not satisfactory or the teacher has not acquired and utilised increased skills and knowledge which could reasonably be expected to be acquired and utilised and for that reason considers that progress to the next salary level is not warranted, a formal review will be undertaken by the College prior to or at the time of when the increment is due.

16.15 When a teacher achieves the further experience or qualifications, or conduct or performance that entitles the teacher to progress to the next step increase in salary the increase will be calculated on and from the first pay period after the results of the course are announced or the experience is gained, or the conduct or performance review process has satisfactorily completed.

16.16 A new employee shall commence on a Step in the table in Attachment A as follows, and thereafter progress in accordance with this clause:

- (a) a Category A teacher shall commence on Step 4 of the scale.
- (b) a Category B teacher shall commence on Step 3 of the scale, and
- (c) a Category C teacher shall commence on Step 2 of the scale,

provided that no employee employed at the time this Agreement commences shall be adjusted to a lower Step or have their pay reduced by reason of this clause.

16.17 A Category C or B teacher upon satisfying the requirements and providing proof to the College for classification as a Category B or A teacher respectively shall have his or her incremental position advanced one year with retention of normal incremental date and shall thereafter progress according to normal years of service to Step 11 of the scale.

16.18 To progress from Step 11 to Step 12 a teacher shall satisfy each of the criteria in the approved application form (see Attachment C) and serve a minimum of 1 year's full time service or its equivalent at step 11. Progression from step 12 to step 13 shall occur after one year's full-time service or its equivalent at step 12.

16.19 A teacher who, on application, is assessed by the College as highly skilled and competent in accordance with established criteria (see Attachment C) shall progress from Step 13 to Step 14. The teacher shall serve a minimum of 1 year's full-time service or its equivalent at step 13 before lodging such application.

17. Salary Sacrifice

17.1 An Employee may request a salary package whereby a portion of the Employee's salary is 'sacrificed' by way of provision of a contribution to superannuation or such other items as agreed as beneficial to the Employee.

17.2 Any such request (and acceptance thereof by the College) shall be in writing, signed by the Employee and the College, and will include a provision for such arrangements to be altered only once a year.

17.3 Employees should seek independent financial advice before entering into or altering their arrangements.

17.4 Notwithstanding any salary sacrifice arrangement entered into in accordance with this clause an Employee shall have the College's superannuation contribution calculated on their wage or salary applying before the Employee entered into the salary sacrifice arrangement.

17.5 The maximum cost to the College, including any Fringe Benefit Tax (FBT) must not be greater than what the Employee would have been paid otherwise. Should a FBT liability exceed the deduction from the Employee's pay, the Employee is liable to for this cost and authorises the College to deduct such amounts from the Employee's pay.

18. Professional Development

18.1 This clause does not apply to casual employees, and casual employees are not entitled to the Professional Development Allowance.

18.2 The College is committed to supporting and encouraging Employees to participate in appropriate internal and external training and professional development activities. This includes access to courses which:

(a) are relevant to current positions held; and

(b) provide each Employee with the opportunity to advance their skills which will enable further career development with the College.

18.3 Professional Development is intended to support the strategic direction of the College as well as the needs and aspirations of the Employee, as long as the two are congruent and are within budgetary constraints.

18.4 Managers are responsible for ensuring that the development needs of Employees are identified and addressed through regular reviews of performance.

18.5 Individual Employees have a responsibility to identify, pursue, and participate in development activities designed to maintain and enhance their professional performance.

18.6 It is the obligation of individual teachers to fulfil their own continuing professional development requirements each year. Once each calendar year, a teacher will, in

consultation with their manager develop an annual professional development plan. Types of activities that may be included in a professional development plan are specified in Attachment B. However, this is not an exhaustive list. The satisfactory fulfilment of a teacher's professional development plan will result in a teacher being eligible to receive the Professional Development Allowance outlined in Attachment B.

18.7 A teacher who, for whatever reason fails to fulfil their continuing professional development requirement in any calendar given year is ineligible for the Professional Development Allowance in Attachment B.

19. Conflict of Interest

19.1 The College will recognise the right of Employees to engage in activities outside of work in their private capacity, including for example engaging in private work or other activities, provided that there is no conflict of interest with their work for the Employer. For the avoidance of doubt, a conflict of interest may arise if an Employee engages in work for a competitor of the College whilst the Employee is still employed by the College. If a conflict or the possibility of a conflict arises the Employee is required to notify the College immediately in writing of that risk of conflict or potential conflict.

20. Annual Leave

20.1 Annual leave is in accordance with the NES. As a guide, this means for each year of service with the College, an Employee (other than a Casual Employee) is entitled to 4 weeks' paid annual leave, which shall accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

20.2 This clause sets out the specific details that are supplementary to the NES entitlement to annual leave.

20.3 The College has a usual practice of scheduling a close down after the end of each Semester. The expectation of the College and the Employees is that annual leave will be taken during the time between the end of one Semester and the start of the next Semester. If an Employee does not have sufficient accrued annual leave for the close down period, the balance shall be taken as leave without pay, unless an agreement is reached in writing for the employee to take annual leave in advance.

20.4 An agreement for an Employee to take annual leave in advance over the course of a close down period must be in writing and:

- (a) state the amount of leave to be taken in advance and the date leave is to commence;
- (b) be signed by the Employee and on behalf of the College;
- (c) include an acknowledgement that if the Employee leaves employment (for any reason) before accruing an entitlement to all of a period of annual leave taken in advance, the College may deduct from any money due to the employee on termination an amount equal to the amount for annual leave taken in advance to which an entitlement has not been accrued.

20.5 Annual leave will be paid at the Employee's base rate of pay for the period of annual leave, plus a 17.5% loading, and paid in the pay period(s) over which the leave is taken.

20.6 An Employee (other than a Casual Employee) will be entitled to payment for public holidays falling within a period of close-down by the College, provided that the Employee was employed on the last teaching day before the period of the close-down and the employment is to continue in Term 1 after the close-down.

21. Public Holidays

21.1 An Employee, other than a Casual Employee, will be entitled to public holidays in accordance with the NES without deduction in ordinary pay. As a guide, those public holidays are New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Christmas Day and Boxing Day, and any other day, or part-day, declared, or prescribed by, or under a law of NSW to be observed generally in the State. An Employee who does not usually work on a day on which a public holiday falls is not entitled to payment under this clause.

21.2 If, in accordance with a NSW law, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.

21.3 An Employee may reach an agreement with the College in writing to substitute a day for a public holiday, so long as the substitute day occurs in a Non-Term Week.

22. Personal/Carer's Leave

22.1 An Employee shall be entitled to paid and unpaid personal/carer's leave in accordance with the NES, except that an Employee (other than a Casual Employee) shall accrue 15 days paid personal/carer's leave progressively for each year of service with the College.

22.2 In order to access paid personal/carer's leave, an employee must make an application to the College in accordance with College practice and procedure.

22.3 At the time a full-time Employee takes a day of paid personal/carer's leave, the Employee's personal carer's leave balance shall be reduced by 7.6 hours.

22.4 The College may require an Employee to provide reasonable evidence to support an application for personal/carer's leave during Term or a scheduled work day during a Non-Term Week, including (but not limited to):

(a) absences of more than 1 day, or

(b) an absence adjacent to a weekend, public holiday or annual close down.

If reasonable evidence is not provided on request, the College will not approve the application for personal/carer's leave.

23. Compassionate Leave

23.1 Employees are entitled to compassionate leave in accordance with the NES. As a guide, this means a period of 2 days paid compassionate leave per permissible occasion where:

(a) a member of the Employee's immediate family or household contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life, or dies;

- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee or the Employee's spouse or de facto partner, has a miscarriage (other than where the miscarriage results in a stillborn child or in relation to a former spouse or de facto partner).

23.2 If an Employee (other than a Casual Employee) takes compassionate leave, Navitas will pay the Employee at the ordinary rate of pay for the ordinary hours of work in the period. Casual Employees are not entitled to payment for taking compassionate leave. Navitas may require the Employee, as a condition of payment, to provide Navitas with reasonable evidence of the reason for taking compassionate leave.

24. Long Service Leave

24.1 Employees will be entitled to long service leave in accordance with the Long Service Leave Act 1955 (NSW), as varied or replaced, except as provided in this clause.

24.2 The amount of long service leave to which an Employee shall be entitled shall:

- (a) In the case of an Employee who has completed at least ten (10) years' service with the Employer be:
 - (i) in respect of ten years' service so completed, thirteen (13) weeks; and
 - (ii) in respect of each additional five (5) years of service with the Employer since the Employee last became entitled to long service leave, ten (10) weeks; and
 - (iii) on the termination of the Employee's employment after the completion of 15 years' service, in respect of the number of years' service with the Employer since the Employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two weeks for one year's service.
- (b) In the case of an Employee who has completed with the Employer at least five (5) years' service, and whose services are terminated by the Employer for any reason other than serious and wilful misconduct, or cease for any other reason, be a proportionate amount on the basis of thirteen (13) weeks for ten (10) years' service.

24.3 Payment in Lieu of Long Service Leave

- (a) Where an Employee takes long service leave for an entire school term, the Employee may request and the Employer may agree that, in addition to the long service leave, the Employee be paid an amount in lieu of any additional long service leave accumulated by the Employee, prior to the commencement of the long service leave.
- (b) Where a payment in lieu of long service leave is made by the Employer in accordance with clause 24.3(a) above, an Employee's entitlement to long service leave will be reduced by the extent of such payment.

25. Parental Leave

25.1 Employees are entitled to unpaid parental leave in accordance with the NES. As a guide, 12 months' unpaid parental leave may be accessed by an Employee (including a Casual

Employee) with 12 months' continuous service with Navitas where the leave is associated with the birth of a child of the Employee or the Employee's spouse or de facto partner, or the placement of a child with the Employee for adoption, and the Employee has or will have responsibility for the care of the child. The Employee may be entitled to additional periods of unpaid parental leave in certain circumstances outlined in the NES.

25.2 Employees may apply to use their accrued annual leave or long service leave entitlement during or adjacent to any period of unpaid parental leave, subject to the rules applying to those leave types.

Paid Parental Leave

25.3 The NES is supplemented by the Employer's Paid Parental Leave Policy set out in this clause 25, provided that to qualify for a second or subsequent payment, the Employee must return to service for a period of at least six (6) months prior to commencing the second or subsequent period to leave.

25.4 Paid parental leave under this clause is not in substitution for, and

25.5 The conditions for access to paid parental leave (not being partner leave) for Teachers at the College is as follows:

- (a) A full time or part time Teacher who is entitled to take unpaid parental leave under the NES is eligible for paid parental leave in this clause. Paid parental leave may only be taken concurrent with a period of unpaid parental leave taken in accordance with the NES. To be clear this entitlement applies in the case of child born to the Teacher or adoption of a child, and where the Teacher is the primary carer of the child during the period of unpaid parental leave.
- (b) The amount of paid leave for full-time or part-time employees shall be fourteen (14) weeks, paid at the average rate the Employee was paid in the preceding twelve (12) months at the time of commencing leave.
- (c) The Teacher is to be paid at the usual time and pay period as for other Teachers, or in a lump sum if requested by the Teacher. The first payment or the lump sum payment are to be made in the pay period closest to the commencement date of the parental leave period.

25.6 The conditions for access to paid partner leave for Teachers at the College are as follows:

- (a) A Teacher who is entitled to take unpaid parental leave under the NES is eligible for paid partner leave in this clause.
- (b) A Teacher is entitled to two (2) weeks paid leave commencing on the date of birth (or date of placement in the case of adoption) or the day on which the mother returns home after giving birth. This paid leave is to be deducted from Personal/Carer's leave available to the Teacher pursuant to the Agreement. If the Teacher has less than 2 weeks' accrued personal/carer's leave at the time the leave commences, the balance of the 2 weeks' shall be unpaid.
- (c) A Teacher shall give at least ten (10) weeks' written notice of the intention to take paid partner leave and shall provide any other notice required under the NES.

- 25.7 An Employee who intends to apply for and take a period of paid parental leave must give at least 8 weeks' notice in writing to the College. This condition shall not apply where, due to unforeseen circumstances the birth or placement of the child occurs at a date earlier than expected.
- 25.8 Paid parental leave shall commence on a date agreed in writing provided that:
- (a) where a child is placed for adoption with an Employee, leave shall commence no earlier than 1 week before the expected date of placement;
 - (b) in the case of the birth of a child, no earlier than 6 weeks before the expected date of the birth unless medical evidence recommends otherwise;
 - (c) in the case of Partner Leave, no earlier than 1 week before the expected date of birth or placement of a child, and within 6 weeks' of the date of birth or placement of the child as the case may be.
- 25.9 Where an Employee's pregnancy has proceeded for at least 20 weeks but terminates due to miscarriage or a stillborn child, the Employee will remain entitled to parental leave under this clause instead of any entitlement to compassionate leave (unless compassionate leave is the greater entitlement, in which case that will apply).
- 25.10 Where an Employee is on Partner Leave and the child dies during that leave period, the Employee will remain entitled to parental leave under this clause as well as any applicable compassionate leave, in addition to up to 10 days' unpaid special leave or such longer period of unpaid leave up to a maximum of 4 weeks as recommended by a medical practitioner.
- 25.11 Unpaid parental leave taken by an Employee does not count as service by the Employee. For that reason, a period of paid parental leave also does not count as service by the Employee, for the purpose of incremental advancement within a classification or for any other purpose.
- 25.12 For the avoidance of doubt, an Employee whose employment ends during a period of parental leave due to the expiry of a maximum term or fixed term contract will not be eligible to receive paid leave under this clause after that date of termination.
- 25.13 'De facto partner', 'spouse' and 'child' will have the meanings given to those terms by the NES.
- 26. Community Service Leave**
- 26.1 Employees are entitled to community service leave in accordance with the NES.
- 26.2 The College recognises that Employees contribute to their community in various ways. Employees are entitled to take up to 5 days paid leave per calendar year to attend to volunteer duties with the Rural Fire Service, State Emergency Service or other community organisation that would qualify as an eligible community service activity under the NES. Where reasonable and practicable to do so, paid leave under this clause should be arranged to occur during Non-Term Weeks. Additional leave, paid or unpaid, may be granted by agreement in writing at the discretion of the College Director.
- 26.3 The paid leave available under this clause does not accrue from year to year, and may not be paid out during employment or on termination of employment for any reason.

27. Natural Disaster Leave

- 27.1 This clause is available to an employee who is not eligible to access or take leave under clauses 22 (Personal/Carer's Leave), 23 (Compassionate Leave) or 26 (Community Service Leave) of this Agreement or the NES.
- 27.2 If a natural disaster is declared in a local government area or areas by the NSW Government and the circumstances of the natural disaster:
- (a) prevent an Employee from leaving their residence in order to attend the College,
 - (b) pose a genuine risk of loss and damage to the residence if the Employee was not present, or
 - (c) pose a genuine risk to the health and safety of the Teacher by reason of access to or departing from the Teacher's residence (eg road closures, public infrastructure disruption caused by fire, flood or other emergency), the Teacher (other than a Casual Employee) is entitled to up to 2 days of paid leave in a calendar year to attend to any matter in connection with or as a consequence of the declared natural disaster.
- 27.3 The paid leave available under this clause does not accrue from year to year, and may not be paid out during employment or on termination of employment for any reason.

28. Family and Domestic Violence Leave

- 28.1 Employees are entitled to access family and domestic violence leave in accordance with the NES.

29. Special Leave

- 29.1 A Teacher, other than a Casual Teacher, is entitled to one day of paid Special leave each calendar year. Such leave is non-accumulative, and will not be deducted from Personal Leave accruals.
- 29.2 Special Leave is available to be used to meet a scheduled personal commitment where the timing of the commitment is beyond the control of the teacher, and cannot be reasonably scheduled outside of work time.
- 29.3 The Teacher will provide the College of reasonable notice of their intention to Special leave.
- 29.4 The College may seek further details regarding the nature of the commitment, and the reasons why it cannot be scheduled outside of normal work hours.

30. Examination / Study Leave

- 30.1 Any Employee who for the purpose of furthering teacher training, enrolls in any course at a recognised University or recognised teacher training institution approved by the Employer, shall be granted leave:
- (a) with pay on the day of any examination required in the course; and
 - (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

31. Union Representation

- 31.1 The College, the Employees and the IEUA acknowledge that it is the right of every Employee to freedom of association, including the right to join a Union or to not join a Union, and a right to participate in Union activities.
- 31.2 The Act includes general protections to ensure Employees are able to enjoy their right of freedom of association, and any concern or dispute about a freedom of association right shall be determined in accordance with those general protections in the Act.
- 31.3 This Agreement shall not restrict the IEUA or its officials from the lawful representation of its members employed by the College in relation to industrial matters. The College shall recognise any Employee who is appointed to a representative or other roles within the IEUA in facilitating the effective operation and implementation of the Agreement. This may include IEUA delegates, or other Employees who represent Teachers' interests on, or who are elected to serve on College committees or working parties established under the Agreement. The College, the Employees and the IEUA shall support Teachers in carrying out these functions through the provision of time release and the recognition of this role within workload allocation.
- 31.4 The College shall permit the IEUA to post notices relating to this Agreement and union activity in connection with this Agreement in the workplace. Such notices will be:
- (a) posted on a notice board nominated by the College and reasonably accessible to Employees; and
 - (b) circulated by email addresses on the College domain or distributed by other means consistent with College policy and procedure for the use of College email or other digital communications and information systems ..
- 31.5 The IEUA may hold meetings with Employees during Term in an Employees' meal break, outside ordinary hours of work, or at other time(s) agreed with the College in advance.
- 31.6 On request from the IEUA in writing and with at least 2 weeks' notice in advance to the College, the College will facilitate the scheduling of at least one meeting each calendar year open to all Employees at a time that does not coincide with classes or a staff meeting.
- 31.7 Nothing in this clause shall be read so as to limit the rights of the IEUA, or expand the rights of the IEUA (or its members, employees or officials) under Part 3-1 (General Protections) or Part 3-4 (Right of Entry) in the Act.

Attachment A

The rates of pay in this Attachment A salaries have been increased by the % in the column for the relevant year, effective from the first full pay period on or after the dates in the table.

Teacher Annual Salary Rates

See clause 16.1. A Full-time Teacher annual salary shall be in accordance with the table below, from the first pay period to commence on or after the dates specified:

Full-Time/Part-Time/Fixed Term/ Sessional Teachers

Step	CURRENT	1 July 2023 (5%)	1 July 2024 (4%)
1	\$66,594.22	\$ 69,923.93	\$ 72,720.89
2	\$70,917.81	\$ 74,463.70	\$ 77,442.25
3	\$75,636.60	\$ 79,418.43	\$ 82,595.17
4	\$79,560.62	\$ 83,538.65	\$ 86,880.20
5	\$83,879.85	\$ 88,073.84	\$ 91,596.80
6	\$88,205.73	\$ 92,616.02	\$ 96,320.66
7	\$92,513.82	\$ 97,139.51	\$ 101,025.09
8	\$96,850.73	\$ 101,693.27	\$ 105,761.00
9	\$101,167.77	\$ 106,226.16	\$ 110,475.20
10	\$105,492.50	\$ 110,767.13	\$ 115,197.81
11	\$109,816.20	\$ 115,307.01	\$ 119,919.29
12	\$114,141.98	\$ 119,849.08	\$ 124,643.04
13	\$118,461.20	\$ 124,384.26	\$ 129,359.63
14	\$123,451.53	\$ 129,624.11	\$ 134,809.07

Increases have been applied across all rates of pay and allowances following this format.

Casual Teacher- Hourly Rates

Subject to clause 8.6(a), Casual Teachers shall be entitled to the following hourly rates from the first pay period to commence on or after the dates specified:

Step	1 July 2023 (5%)	1 July 2024 (4%)
1	\$68.57	\$71.31
2	\$73.00	\$75.92
3	\$77.87	\$80.98
4	\$81.89	\$85.17
5	\$86.35	\$89.80
6	\$90.79	\$94.42
7	\$95.25	\$99.06
8	\$99.70	\$103.69

Casual rates are based on the following formula. $\text{Hourly Rate} = \text{Annual Salary} / 255 \times 1.25\% / 5$
This means that the casual hourly rate of pay includes the 25% casual loading.

Casual Teachers- Daily Rates

Subject to clause 8.6(a), Casual Teachers shall be entitled to the following daily rates from the first pay period to commence on or after the dates specified:

Step	1 July 2023 (5%)	1 July 2024 (4%)
1	\$342.84	\$356.55
2	\$365.01	\$379.61
3	\$389.33	\$404.91
4	\$409.46	\$425.84
5	\$431.74	\$449.01
6	\$453.96	\$472.12
7	\$476.24	\$495.29
8	\$498.52	\$518.46

To avoid doubt: the above Casual daily rates are inclusive of the 25% casual loading.

Academic English Program Teachers

See clause 16.1. A Full-time Teacher annual salary shall be in accordance with the table below, from the first pay period to commence on or after the dates specified:

Full-Time/Part-Time/Fixed Term/ Sessional Teachers

Step	CURRENT	1 July 2023 (5%)	1 July 2024 (4%)
1	\$64,027.28	\$67,228.64	\$69,917.79
2	\$65,138.39	\$68,395.31	\$71,131.12
3	\$67,142.01	\$70,499.11	\$73,319.08
4	\$69,422.73	\$72,893.86	\$75,809.62
5	\$72,969.39	\$76,617.86	\$79,682.57
6	\$75,331.01	\$79,097.56	\$82,261.46
7	\$77,694.00	\$81,578.70	\$84,841.85
8	\$82,007.84	\$86,108.23	\$89,552.56
9	\$84,407.21	\$88,627.57	\$92,172.68
10	\$87,578.40	\$91,957.32	\$95,635.62
11	\$90,497.55	\$95,022.42	\$98,823.32
12	\$93,075.26	\$97,729.02	\$101,638.18

Casual AEP Teacher- Hourly Rates

Subject to clause 8.6(a), Casual AEP Teachers shall be entitled to the following hourly rates from the first pay period to commence on or after the dates specified:

Step	1 July 2023 (5%)	1 July 2024 (4%)
1	\$58.88	\$61.23
2	\$61.42	\$63.88
3	\$63.80	\$66.35
4	\$66.35	\$69.00
5	\$68.89	\$71.65
6	\$71.45	\$74.31
7	\$74.02	\$76.98
8	\$76.97	\$80.05
9	\$79.35	\$82.52
10	\$81.90	\$85.18
11	\$84.49	\$87.87
12	\$87.16	\$90.64

Casual rates are based on the following formula. $Hourly\ Rate = Annual\ Salary / 255 \times 1.25\% / 5$
 This means that the casual hourly rate of pay includes the 25% casual loading.

Casual AEP Teachers- Daily Rates

Subject to clause 8.6(a), Casual AEP Teachers shall be entitled to the following daily rates from the first pay period to commence on or after the dates specified:

Step	1 July 2023 (5%)	1 July 2024 (4%)
1	\$294.38	\$306.16
2	\$307.09	\$319.38
3	\$318.99	\$331.75
4	\$331.75	\$345.02
5	\$344.46	\$358.24
6	\$357.27	\$371.56
7	\$370.09	\$384.89
8	\$384.85	\$400.25
9	\$396.75	\$412.62
10	\$409.51	\$425.89
11	\$422.43	\$439.33
12	\$435.79	\$453.22

Academic Coordinator – annual allowance

1 July 2023	1 July 2024 (4%)
\$9,619.63	\$10,004.42

Attachment B

Professional Development (“PD”)

To qualify for an additional 1.25% of salary per annum (paid as a lump sum at the end of a year) the following requirements will apply:

- Each year, a teacher must satisfactorily fulfil their Professional Development Plan as developed in consultation with their manager. Employees must complete a minimum 12 hours per annum.
- PD activity must be recorded in line with Professional Development Policies and Procedures.

Notes:

- While participation in this initiative is not compulsory, we hope that all staff will embrace the opportunity.
- Part-Time staff will participate in proportion to their FTE.
- Casual employees will not be entitled to the Professional Development Allowance

What is not included in PD?

- The normal meeting round e.g. staff, section, academic committee, faculty etc
- H.S.C. Marking

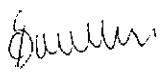
What can be included in PD (not exhaustive)?



- Participation in learning opportunities which will assist staff to participate more effectively in the academic life of the college.
- Participation in activities designed to improve the quality of teaching with an emphasis on striving for best practice in the international education field.
- Staff will choose additional PD from the following list:
- Directly relevant higher education award courses participants will need to present a workshop twice annually to their faculty regarding the progress of their work, Include abstracts, articles, and their reflections/recommendations.
- College specific research projects of a significant nature where the staff member project manages the research and is accountable for outputs and deliverables. E.g. research on new teaching approaches; best practice pedagogy; sharing of 'in service' participation via workshop with faculty
- Attendance at external in-services•• directly related to courses taught (e.g. those provided by the AIS and included in their term catalogue/ those provided by the N.S.W. BOS relating to changes in course content or structure). Participants will be responsible for amending teaching resources as appropriate and workshopping changes to teaching practices as agreed with colleagues.
- Professional reading related to a topic to support the current or emerging issues in education for Taylors Waterloo. A minimum of 5 professional articles to be reviewed; with summation and recommendations. Supported by a workshop at a faculty or broader college meeting.

Process

- Teachers will need to submit via the learning management system (LMS) their completed Professional Development program to their Academic Manager and the College Director before the end of the calendar year.
- HODs will need to sign off the completion of a faculty presentation.
- From time to time and subject to the College Director's approval (e.g. because of pressure of time at faculty meetings), it may be appropriate that a written account of new learnings be presented to colleagues rather than a workshop.
- E-learning modules are now compulsory for all SGA staff. This includes all teaching staff at Waterloo who will need to complete them whether or not they choose to participate in this PD initiative.
- A two-hour in-service followed by a half hour presentation would count as two and a half hours. A two-hour presentation not shared with colleagues does 'not count'.

SIGNATORIES

Signed for and on behalf) by:	The signature of the representative was witnessed by:
	Tanvi Bhide
Signature	Signature
Colette Bacalhau	Tanvi Bhide
Name	Name
28 March 2024	28 March 2024
Date	Date
Level 3, Sylvia Walton Building Bundoora Victoria 3083	Level 4, Hyde Park Sydney 255 Elizabeth Street Sydney NSW 2000 Australia
Address	Address
HR Manager, University Partnerships Australasia	HR Advisor, University Partnerships Australasia
Explanation of the person's authority to sign this Agreement	

Signed for and on behalf of the Employees by:	The signature of the Employee Bargaining Representative was witnessed by:
	
Signature	Signature
CAROL MATTHEWS	KENDALL WARREN
Name	Name
28/03/2024	28/03/2024
Date	Date
Carol Matthews 485 - 501 Wattle Street Ultimo NSW 2007	485-501 WATTLE STREET ULTIMO NSW 2007
Address	Address
Bargaining Representative	
Explanation of the person's authority to sign this Agreement	NSW/ACT Branch Secretary, IEUA