

**Proposed CMEA: *Independent Schools NSW (Professional and Operational Staff) Cooperative Multi-Enterprise Agreement 2025***

**Audience: NSW Schools**

*This document has been developed to provide to employees who will be covered by the proposed Cooperative Multi-Enterprise Agreement (CMEA), prior to voting, to assist employees with understanding the terms and conditions of the CMEA when compared to the Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021 to make an informed decision when voting to approve the CMEA.*

Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021 (SAO NSW MEA 2021)	Independent Schools NSW (Professional and Operational Staff) Cooperative Multi- Enterprise Agreement 2025
Part 1 – Application and Operation	
Clause 1 – Title  <i>Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021</i>	Clause 1 – Title  Independent Schools NSW (Professional and Operational Staff) Cooperative Multi-Enterprise Agreement 2025

Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021 (SAO NSW MEA 2021)	Independent Schools NSW (Professional and Operational Staff) Cooperative Multi- Enterprise Agreement 2025
<p><b>Clause 3 – Commencement</b></p> <p>The Agreement commences on and from 1 February 2022. The Nominal expiry date is 31 January 2025.</p>	<p><b>Clause 3 – Commencement</b></p> <p>This Agreement commences on and from 1 February 2025 or seven days after the date of the approval by the Fair Work Commission, whichever is the later (Commencement Date). The nominal expiry date of this Agreement is 31 January 2028.</p> <p>Where the Agreement is commences after 1 February 2025, employees will be back paid as soon as practicable the amount between the first full pay period on or after 1 February 2025 and the date of the CMEA commencing.</p>

<p>Clause 5. Coverage</p> <p>5.2 Exclusions</p> <p>Exclusions</p> <p>This Agreement shall not apply to:</p> <p>(a) teachers including persons appointed as a teacher; or</p> <p>(b) persons instructing students in the areas of music or other individual arts and engaged on an individual fee basis; or</p> <p>(c) sports coaches and trainers; or</p> <p>(d) swim coaches and staff employed in health and fitness centres and/or swimming pools owned and operated by Schools; or</p> <p>(e) employees who are engaged for the purpose of religious instruction, the supervision of prayers or to undertake other religious duties; or</p> <p>(f) persons employed as Business or Financial Managers or Bursars (however titled) employed in a senior management or executive position who have managerial responsibilities including the delegated authority to act for the School from time to time in the recruitment, training and dismissal of staff; or</p> <p>(g) GAP students who are engaged to supervise in the Boarding House in exchange for accommodation in the Boarding House; or</p> <p>(h) Early Learning Centres owned and operated by Saint Ignatius' College, SHORE, Royal Institute of Deaf and Blind Children; or</p> <p>(i) Inaburra Communications Limited trading as Inaburra Preschool; or</p> <p>(j) therapists, counsellors, psychologists and youth workers employed in special schools or special assistance schools recognised as such by the Minister; or</p>	<p>Clause 5. Coverage</p> <p>5.2 Exclusions</p> <p>The coverage provisions have been altered to now include sports coaches and trainers. These employees are classified as instructional services employees.</p>
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Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021 (SAO NSW MEA 2021)	Independent Schools NSW (Professional and Operational Staff) Cooperative Multi- Enterprise Agreement 2025
(k) employees employed in the Columba Cottage Early Learning Centre and the Columba Cottage Early Learning Centre OSHC owned and operated by St Columba Anglican School Council Inc.	
Clause 6 – Flexibility, Clause 7 – Consultation and Clause 8 – Dispute Resolution	<p>Clause 6 – Flexibility, Clause 7 – Consultation and Clause 8 – Dispute Resolution</p> <p>These provisions provide details of when and how consultation is to occur if there is a significant change to an employees' work. The dispute resolution provision provides an avenue for resolving disputes at the workplace.</p> <p>These provisions remain unchanged from the current MEA.</p>
Part C – Classification, Rates of Pay and Related Matters	

Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021 (SAO NSW MEA 2021)	Independent Schools NSW (Professional and Operational Staff) Cooperative Multi-Enterprise Agreement 2025
Clause 9 – Types of Employment	<p>Clause 9 – Types of Employment.</p> <p>This provision provides the types of engagements, such as full time, part time or casual and the minimum shift engagement that would apply.</p> <p>Amendments to ensure consistency with the Fair Work Act regarding when temporary employees may be employed have been made.</p> <p>Clause 9.4(e)(v) provides the minimum engagement for classifications that have been introduced into the Agreement.</p> <p><i>“(e) A Bus Driver as defined in clause 3(e)(viii) or Cleaning Staff as defined in clause 3(e)(xii) and Instructional Services Employees in clause 3(e)(xvi) may be engaged for a minimum of two hours.”</i></p> <p>The clause provides that, <i>“Instructional Services Employees and Curriculum/Resources Services Employees (Outdoor Education only) may be paid for a minimum of two hours for each start.”</i></p>
Clause 10 – Termination of Employment and clause 11 Redundancy	<p>Clause 10 – Termination of Employment and clause 11 Redundancy</p> <p>This provision details the notice requirements if an employee is to resign, or if the school is to terminate the employment relationship; Details can also be found here regarding redundancy (severance) payments, and processes to follow.</p>

## 12.1 Classifications

An Employee shall initially be appointed to the appropriate level as determined by the Employee's skills and/or qualifications and the duties required to be performed in the position, as set out below (*in the classifications list in clause 12*)

- School Assistants,
- Clerical and Administrative Staff
- Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop
- Staff, and Bus Drivers:
- General Operational Staff:
- Long Day Care, Preschool and OOSH Centre Staff:
- Boarding Staff
- Wellbeing Services Staff

## 12. Classifications and Rates of Pay

### 12.1 Classifications

Employees employed prior to the Commencement Date who were classified under a Previous Agreement will translocate to the classifications in this Agreement in accordance with Schedule 4 - Translocation Provisions to this Agreement.

Classifications include the following:

- Boarding Services
- Classroom Support Services
- Clerical and Administration Services
- Curriculum/Resources Services
- ICT Support Services (new stream)
- Instructional Services (new stream)
- School Operational Services
- Nursing Services
- Preschool/Childcare Services
- Wellbeing Services

The Agreement also includes a Classification Framework in Schedule 3, which assists with the appropriate classification to appoint employees. The classification descriptors have been moved to Schedule 2.

This provision also provides for progression to the next pay point within a classification level, and when an employee may seek to be reclassified.

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Clause 13 Rates of Pay	<p>Clause 13 Rates of Pay</p> <p>This clause has been amended to provide that junior rates of pay provisions will apply to Instructional Services – Level 1 and Level 2 employees.</p>
Clause 14 Stand Down and Averaging	<p>Clause 14 Stand Down and Averaging</p> <p>This provision has been amended from the previous agreement to include Instructional Services employees as one of the categories of employees that may be stood down during the non-term time and have their salaries averaged over the school year.</p>
Clause 15 Allowances and Other Conditions and Clause 16 Higher Duties	<p>Clause 15 Allowances and Other conditions and Clause 16 Higher Duties</p> <p>Toilet, etc cleaning allowance has been renamed to special cleaning allowance.</p> <p>Allowances under these clauses are available for traveling expenses, uniforms and protective clothing, special cleaning, qualifications, leading hand (operational staff), first aid and medications, nominated supervisor and educational leader (child care services), on call and recall to duty, sleeping over, overtime and meals, regularly working with chemicals, tools, caretaker accommodation or when performing duties of a higher classification.</p>

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<p>Clause 17 Payment of Wages, Clause 18 – Remuneration Package and clause 19 Superannuation</p>	<p>Clause 17 Payment of Wages, Clause 18 – Remuneration Package and clause 19 Superannuation</p> <p>This provision is largely unchanged from the previous agreement. This clause provides when wages are to be paid to employees, salary packaging benefits and superannuation contributions.</p> <p>The superannuation provision has been amended to reflect recent legislation changes, and removal of the minimum casual qualifying amount at clause 19.3 of the previous Agreement.</p>



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<p><b>20. Ordinary Hours of Work</b></p>	<p><b>20. Ordinary Hours of Work</b></p> <p>Clause 28 sets out the span of hours for the new classification of Instructional Services Employees (sports coaches and music tutors) as follows:</p> <p><b>“20.8 Instructional Services Employees and Curriculum/Resources Services Employees (Outdoor Education only)</b></p> <p>(a) The ordinary hours of work for Instructional Services Employees and Curriculum/Resources Services Employees (Outdoor Education only) shall be inclusive of meal times and the spread of hours shall not exceed twelve in any one day. The ordinary hours shall be worked on any day from Monday to Saturday between 6.00 am and 6.00 pm.”</p>
<p><b>23. Saturday and Sunday Penalty Rates</b></p>	<p><b>23. Saturday and Sunday Penalty Rates</b></p> <p>The new sub-clause 23.7 provides as follows:</p> <p><i>“23.7 Curriculum/Resources Services Employees (Outdoor Education only) and Instructional Services Employees shall be paid a penalty of 50% for ordinary hours worked on a Saturday.”</i></p>

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24. Overtime	<p><b>24. Overtime</b></p> <p>A new clause 24.1(b) has been inserted:</p> <p><b>(b) Overtime – Instructional Services Employees</b></p> <p>Subject to the provisions of <b>clause 24.4</b> the Employer may require an Employee to work reasonable overtime at overtime rates, or as otherwise provided in <b>clause 24.3</b>. All time required by the Employer to be worked outside the ordinary hours of work prescribed by <b>clause 20 Ordinary Hours of Work</b> or <b>clause 22 Shift Work</b>, shall be classified as overtime and shall be paid for at the unaveraged rate of time and one half for the first three hours and double time thereafter.</p>
Clause 25 Annual Leave	<p><b>Clause 25 Annual Leave</b></p> <p>Employees are provided with 4 weeks of annual leave per year, to be taken in the first four weeks immediately following term 4 (Summer pupil vacation period).</p> <p>This clause also provides for annual leave loadings and when employees may be permitted to cash out annual leave.</p>

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<p>Clause 26 Personal Leave</p> <p>Clause 26.1 (b) provides that, <i>“Employees shall not be entitled to paid leave of absence for any period in respect of which the Employee is entitled to payment under the Worker’s Compensation Act 1987 (NSW).”</i></p>	<p>Clause 26    Personal Leave</p> <p>Employees are entitled to 10 days of paid personal leave at the commencement of each year of service. This leave accumulates from year to year if not taken.</p> <p>The clause sets out the evidence requirements where an employee is claiming personal leave, and what personal leave may be used for.</p> <p>Clause 26.1(b) of the of the SAO NSW MEA 2021, which provided that Personal/Carer’s Leave for any period in respect of which the Employee is entitled to workers compensation has been deleted as it is inconsistent with the law.</p>

<p>Clause 28 Parental Leave.</p> <p>Sub-clause 28.2 Maternity Leave provides that female employees who apply for unpaid parental leave in accordance with sections 71 &amp; 72 of the Fair Work Act 2009 (Cth) are entitled to 14 weeks paid maternity leave to be paid at the rate the employee was paid at the time of commencing the leave.</p> <p>Clause 28.2 (g) provides that annual leave is accumulated on this period of paid parental leave.</p>	<p>Clause 28 Parental Leave</p> <p>A new clause 28.1(b) provides that paid parental leave counts as service as follows, <i>“A period of paid parental leave will count as service for the purposes of annual leave, leave loading, personal/carer’s leave and long service leave, and incremental progression under <b>clause 12.3</b> of this Agreement.”</i></p> <p>Clause 28.2(a) has been amended to provide that paid parental leave is available to employees under the Agreement other than casual employees.</p> <p>28.3 Paid Parental Leave (not initial primary caregiver) has been extended to provide that eligible employees can access a further up to 12 weeks of paid parental leave in certain circumstances. In particular, clause 28.3 (c) provides as follows, <i>“An Employee who was not the initial primary caregiver, but who subsequently becomes the primary person responsible for the care of the child because the initial primary caregiver has returned to work or studies, will be entitled to a maximum period of 12 weeks’ paid parental leave. This period of paid parental leave must be taken within the 12 month period commencing from the date of the child’s birth or in the case of adoption, from the date of placement of the child. This period of up to 12 weeks’ paid parental leave is in addition to the two week entitlement to paid parental leave under clause 19.3(b). If the Employee takes a lesser period of leave or whose employment ends before the end of the 12 weeks of leave, the Employee shall be entitled to that lesser amount of paid leave.”</i></p>
<p>Clause 29 Long Service Leave</p>	<p>Clause 29 Long Service Leave</p>

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	The entitlement to Long Service Leave remains unchanged.
Clause 30 Compassionate Leave	Clause 30 Compassionate Leave remains unchanged, with 2 days per occasion permitted when eligible for compassionate leave. Updates have been made in respect of the evidence requirements, ensuring that what is provided would satisfy a reasonable person.
<p>Clause 31. Domestic Violence Leave</p> <p>An Employee shall be entitled to Unpaid Family and Domestic Violence Leave in accordance with the NES.</p>	<p>Clause 31 Paid Family and Domestic Violence Leave</p> <p>New clause provides that, <i>“an Employee shall be entitled to paid Family and Domestic Violence Leave in accordance with the NES.”</i></p>
<p>Clause 38 Requests for Flexible Working Arrangements</p> <p>This clause sets out the teachers right to request a flexible work arrangement, and how the employer will respond including the written response.</p>	<p>Clause 38 Requests for Flexible Working Arrangements</p> <p>The new clause refers to the provisions governing the Right to Request a Flexible Work Arrangement under the Fair Work Act 2009, including sections 65, 65A and 65B.</p>
<p>Clause 39. Union Representatives</p> <p>This clause outlines how union representatives can conduct business at the school.</p>	<p>Clause 39 Workplace Delegates rights</p> <p>Under this clause, the rights of a workplace delegate are set out in Schedule 5 of the Agreement, which are reflective of the provisions in the Educational Services (Schools) General Staff Award.</p>

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<b>Schedule 1 - Monetary Rates</b>	
<p>Table 1 – Salary Scales</p> <p>No increases for 2025, 2026 and 2027.</p>	<p>Table 1 – Salary Scales for SAO Staff</p> <p>Increases for 2025, 2026 and 2027.  2025: Increase based on classification – minimum 4%  2026: increase of 4.5% per annum  2027: increase of 4% per annum</p> <p>Table 8 provides for an Annual Rates of Pay for Instructional Services Employees</p>