

## Proposed CMEA: Independent Schools (Teachers) Cooperative Multi-Enterprise Agreement 2025

### Audience: NSW and ACT Employers

*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 Teachers (Hybrid Model) Multi-Enterprise Agreement 2021 (HYBRID MEA)**, to make an informed decision when voting to approve the CMEA.*

Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021	Independent Schools (Teachers) Cooperative Multi- Enterprise Agreement 2025 (Teachers CMEA 2025)
<b>Clause 1. Title</b>  <i>This Agreement shall be known as the Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021</i>	<b>Clause 1. Title</b>  <i>This Agreement shall be known as the Independent Schools (Teachers) Cooperative Multi-Enterprise Agreement 2025</i>
<b>Clause 3 – Definitions</b>	<b>Clause 3 – Definitions</b>

Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021	Independent Schools (Teachers) Cooperative Multi- Enterprise Agreement 2025 (Teachers CMEA 2025)
<p>(j) <b>Experienced Teacher</b> means a Teacher who is accredited at Proficient Teacher level under the Teacher Accreditation Act 2004 (NSW) or the ACT Teacher Quality Institute Act 2010 (ACT) and has maintained that level of accreditation for at least five full time equivalent years in NSW and four full time equivalent years in the ACT, and has been assessed by ISTAA as meeting the ISTAA Experienced Teacher Standards (as agreed between the Union and the Association of Independent Schools of NSW), subject to the provisions of clauses 6.2 and 6.3.</p> <p>(p) <b>Highly Accomplished Teacher</b> means a Teacher who has been classified as such by NESA or TQI.</p> <p>(q) <b>ISTAA</b> means the Independent Schools Teachers Accreditation Authority.</p>	<p>a) <b>Accomplished Teacher</b> means a Teacher who is accredited or registered at Proficient Teacher level under the Teacher Accreditation Act 2004 (NSW) or the ACT Teacher Quality Institute Act 2010 (ACT) and has maintained that level of accreditation for at least five full- time equivalent years in NSW or the ACT by the end of the year in which the application is assessed in the case of Teachers for whom such accreditation is required, and has been assessed by ISTAA as meeting the ISTAA Accomplished Teacher standards (as agreed between the Union and the Association of Independent Schools of NSW), subject to the provisions of subject to the provisions of clause 8.1.</p> <p>k) <b>Highly Accomplished or Lead Teacher</b> means a Teacher who is accredited at, and maintains accreditation at, Highly Accomplished Teacher or Lead Teacher level under the Teacher Accreditation Act 2004 (NSW) or who is certified as, and maintains certification at, Highly Accomplished Teacher or Lead Teacher under the ACT Teacher Quality Institute Act 2010 (ACT) by NESA or TQI.</p> <p>The CMEA provides more detailed definitions.</p>

**Positions of Special Responsibility:**

(i) Co-ordinator 1 means a Teacher appointed as such in a primary or secondary department who is:  
(A) responsible for the co-ordination of a programme of work in an area of instruction or other activity; or  
(B) required to assist a Co-ordinator 2 in the performance of his/her duties; or  
(C) required to perform other duties, as determined by the Principal.

(ii) Co-ordinator 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.

(iii) Co-ordinator 3 means a Teacher appointed as such in a primary or secondary department who is responsible to the Principal for:

- (A) the supervision of Co-ordinators 1 and 2, and Senior Teacher Level 2; and/or
- (B) the co-ordination and supervision of the academic programme of the school in the secondary or primary departments or both; and/or
- (C) the professional development of Teachers at the school; and/or
- (D) other duties as required by the Principal

**Leadership Positions:**

(m) Leadership Position means duties assigned to a Teacher who is appointed to a position of leadership as described in clauses 3(m)(A) to (D) subject to transitional arrangements in Schedule B, below:

A. Leadership Position Level 1 is a position of responsibility to which a Teacher is appointed by a School in a primary or secondary department. The Teacher who is appointed may be:  
(i) responsible for the co-ordination of an area of instruction; or  
(ii) required to assist other members of the school executive; or  
(iii) required to perform other leadership duties as determined by the Principal.

B. Leadership Position Level 2 is a position of responsibility to which a Teacher is appointed by a School. The Teacher who is appointed may be:  
(i) responsible for the co-ordination and supervision of an area of instruction (e.g., Secondary Studies Co-ordinator or Secondary Head of Department with more than 55 hours per week); or  
(ii) performing the role of Primary Co-ordinator (for example a Coordinator of a curriculum area or of a stage in a primary school) or Pastoral Care Co-ordinator; or  
(iii) responsible for the supervision of Teachers appointed as Leadership Level 1; or  
(iv) required to perform other leadership duties as determined by the Principal.

	<p>C. Leadership Position Level 3 is a position of responsibility to which a Teacher is appointed by a School. The Teacher who is appointed may be:</p> <ul style="list-style-type: none"><li>(i) responsible to the Principal for the supervision of Teachers appointed as Leadership Level 1 or 2 and other leadership positions; or</li><li>(ii) responsible to the Principal for the co-ordination and supervision of the academic program of the school; or</li><li>(iii) performing the role of Deputy Principal in a small school; or</li><li>(iv) required to perform other duties as determined by the Principal.</li></ul> <p>D. Leadership Position Level 4 is a position of responsibility to which a Teacher is appointed in a School. The Teacher who is appointed assists the Principal in the conduct and organisation of the School (e.g., Deputy Principal in a large school).</p>
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<p>gg) <b>Temporary Teacher</b> means a Teacher employed to work <b>Full-Time or Part-Time</b> for a specified period which is at least four weeks but not more than a full school year. Teachers may be engaged on a temporary basis for the = following reasons (i)-(iii)</p>	<p>(x) <b>Temporary Teacher</b></p> <p>The following has been inserted to reflect changes in the Fair Work Act to fixed term employment:</p> <p>“There are limits on temporary employment under the Act, including a maximum period of consecutive temporary appointment in the same role of two years, unless an exception applies. The provisions of Chapter 2, Division 5 - Fixed Term Contracts (sections 333E-333L) of the Act as amended from time to time, will apply.”</p>
<p>(p) <b>Highly Accomplished Teacher</b> means a Teacher who has been classified as such by NESA or TQI</p>	<p>k) <b>Highly Accomplished or Lead Teacher</b> means a Teacher who is accredited at, and maintains accreditation at, Highly Accomplished Teacher or Lead Teacher level under the Teacher Accreditation Act 2004 (NSW) or who is certified as, and maintains certification at, Highly Accomplished Teacher or Lead Teacher under the ACT Teacher Quality Institute Act 2010 (ACT) by NESA or TQI.</p>

#### Clause 4.2 Exclusions

This Agreement shall not apply to:

- (a) persons appointed as Heads of School and Principals; and
- (b) persons instructing students of the School in the areas of music or other individual arts and engaged on an individual fee basis; and
- (c) sports coaches and trainers (unless appointed as Teachers); and
- (d) foreign language or LOTE Teachers engaged to instruct students on an individual basis (e.g. conversation or other individual tuition); and
- (e) persons employed as teacher's aides, helpers, assistants or supervisors in or in connection with childcare, child minding centres, Before and After Care and Vacation Care services; and
- (f) psychologists or counsellors (unless appointed as Teachers); and
- (g) teachers employed to work in early intervention services run by Aspect, and
- (h) employees who are engaged for the purpose of religious instruction or supervision of prayers or to undertake other religious duties of a non-teaching nature.

Except where such persons are employed specifically to teach classes of students in the NESACurriculum or other education programme or are degree qualified early childhood Teachers; and Provided further this Agreement shall not apply to Teachers employed in the Columba

#### Clause 4.2 Exclusions

The CMEA exclusion clause mirrors the HYBRID MEA exclusion clause from HYBRID MEA clauses 4.2(a) to 4.2(h) with the addition of a definition for "Heads of School" for clarity.

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Cottage Early Learning Centre and the Columba Collage Early Learning Centre OSHC owned and operated by St Columba Anglican School Council Inc.	
<p><b>Clause 5. Commencement Date of Agreement and Period of Operation</b></p> <p>The nominal expiry date of the Agreement is 31 January 2025.</p> <p>Clause 6.2(f) Savings Clause (for existing Teachers)</p>	<p><b>Clause 5. Commencement Date of Agreement and Period of Operation</b></p> <p>The nominal expiry date of this Agreement is 31 January 2028.</p> <p>Savings clause provisions            Clause 5(d) provides, a Teacher who immediately prior to the Commencement Date of this Agreement was under a Previous Industrial Instrument shall not, as a result of the making of this Agreement, suffer a reduction in the salary received by the Teacher as at the Commencement Date.</p> <p>Clause 5(e) provides; the making of the Agreement shall not be relied upon by a School to abolish a Leadership Position held by a Teacher immediately prior to the Commencement Date.</p> <p>Clause 5(f) confirms that backpay will apply where the CMEA commences after the first full pay period on or after 1 February 2025.</p>

## Clause 6.2 Classifications

(a) A Teacher's classification will be determined by the Teacher's qualifications (a Four or Five Years Trained Teacher), years of teaching service as defined in clause 6.3 and the Teacher's accreditation (the applicable Band).

Four Year Trained Teachers and all other Teachers commence on Step 5 of Band 1 and progress each year based on normal years of service to Step 7, provided that the Teacher shall immediately progress from any step in Band 1 to Band 2 (Step 8) once they have obtained proficient teacher through NESA. With the ability to progress to Band 3, Senior Teacher 1 once they have successfully been assessed by ISTAA as meeting the ISTAA Experienced Teacher Standards.

Five Year Trained Teachers commence on Step 6 of Band 1 and progress each year based on normal years of service to Step 7, provided that the Teacher shall immediately progress from any step in Band 1 to Band 2 (Step 8) once they have obtained proficient teacher through NESA. With the ability to progress to Band 3, Senior Teacher 1 once they have successfully been assessed by ISTAA as meeting the ISTAA Experienced Teacher Standards.

Band 3 - A Teacher will progress to Band 3 from the first full pay period on or after 1 February in the year immediately after the Teacher has: (i) achieved Proficient Teacher accreditation and maintained that level of accreditation for at least five full-time equivalent years of service by the end of the year in which the application is assessed in the case of Teachers for whom such accreditation is required; and (ii)

## Clause 7. Classifications and Salary Scales

### NSW Teachers

Under the new framework in clause 7, a NSW Teacher who achieves the relevant accreditation/registration will be able to progress to the top of the scale in a minimum of seven years.

In NSW A Step 1.1 Graduate Teacher will be provisionally or conditionally accredited status with the NSW Education Standards Authority (NESA) and will be working towards achieving accreditation or registration at Proficient standard with the NESA. A Step 1.1 teacher will progress to Step 1.2 following one year of full time equivalent service.

In NSW, a Teacher will be eligible to progress from Step 1.2 (Graduate) to Step 2.1 (Proficient Teacher) once they have attained proficient teacher accreditation or registration and have performed a minimum of two years of full time service in a registered school.

In NSW, a Teacher who is proficient will be eligible to progress from Step 2.1 (Proficient Teacher) to Step 2.5 (Proficient Teacher) according to their years of full time equivalent service in a registered school.

### ACT Teachers

Under the new framework in clause 7 an ACT Teacher who achieves the relevant accreditation/registration will be able to progress to the top of the scale in a minimum of eight years.



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<p>been assessed by ISTAA as meeting the ISTAA Experienced Teacher standards.</p>	<p>In ACT a Level 1 Graduate Teacher will be provisionally or conditionally accredited status with TQI and will be working towards achieving accreditation or registration at Proficient standard with the TQI.</p> <p>In ACT a Graduate Teacher will be eligible to progress from Level 3 (Graduate) to Level 4 (Proficient Teacher) once they have attained full registration and have performed a minimum of three years of full time equivalent service in a registered school.</p> <p>There are five incremental levels within Level 4 -8 (Proficient Teacher). Following full registration, a Teacher will progress from Level 4 to the next higher level after each year of full-time equivalent service as a teacher in a registered school.</p> <p>Casual teachers (NSW and ACT)</p> <p>Clauses 7.13 and 7.14 provide casual rates at three pay levels:</p> <p>Casual Teacher 1: for a graduate teacher;</p> <p>Casual Teacher 2: for a teacher that is proficient (NSW) or has full registration (ACT);</p> <p>Casual Teacher 3: this applies in NSW to a Proficient Teacher with two years' or more experience as a Proficient Teacher. In the ACT this applies to a Teacher with full registration who has four years' or more experience since achieving full registration</p>

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<p><b>Clause 6.4 Special Education Allowance</b></p> <p>Teachers who are appointed to teach classes of children with a disability in a registered school shall be paid an allowance on top of their regular salary. The amount of this extra payment is specified in a particular table of the Agreement (Table 2). Full-time teachers get the amount listed in Item 1 of this table, while part-time teachers get the amount listed in Item 2.</p>	<p><b>Clause 8.6 Special Education Allowance</b></p> <p>Clause 8.6 (a) Provides for the Special Education Allowance for those Teachers employed as at 31 December 2014 in Registered Special Schools.</p> <p>Clause 8.6 (b) Provides that Teachers employed in a School listed in a new Schedule 7 of the Agreement who are teaching classes of students with disabilities in a Registered Special School or School for Children with Disabilities are entitled to a Special Education Allowance which is set out in Table 5 of Schedule 1 of the Agreement.</p>

## Clause 8. Promotions Positions

Clause 8.1 Establishment of Positions Deputy Principal.  
Deputy Principal positions are to be established where the enrolment of a School or a campus of the School exceeds 200 students.

### Clause 8.3 Allowances

A teacher appointed to the position of Co-ordinator 1 or Senior Teacher 2 shall be paid the applicable allowance in addition to the salary applicable to the appointee

A teacher appointed to the position of Co-ordinator 2, Coordinator 3 or Deputy Principal shall be paid the applicable allowance in addition to the appropriate salary, provided that in the case of a Teacher employed in such a position prior to 1 February 2007, such Teacher shall be paid the allowance and the salary for a Senior Teacher 1/

Provided that a Teacher employed in such a position prior to 1 February 2007 who is not otherwise eligible to be classified as a Band 3 Teacher will only be entitled to be paid the salary for Band 3 while he or she holds either a Co-ordinator 2, Co-ordinator 3 or Deputy Principal position.

(c) Where a Part-Time Teacher is appointed to a position of Special Responsibility, the Teacher may be paid a proportion of the allowance, if:

(i) the Teacher is performing a proportion only of the duties of such position, or

## Clause 8.1 Accomplished Teacher Allowance (ATA)

Experienced Teacher accreditation will be known as the Accomplished Teacher Allowance. An eligible teacher can seek accreditation through the Independent Schools Teachers Accreditation Authority (ISTAA) as an Accomplished Teacher, and if successful will be entitled to an allowance of \$4,979 in 2025. The allowance will be increased each year in line with salaries.

To be entitled to the Accomplished Teacher Allowance, a teacher must have:

- worked as a proficient teacher (or with full registration) for five years; or
  - in the case of a Teacher employed for the first time in NSW before 1 October 2004 and who was not required to gain accreditation at Proficient Teacher, completed seven years of full-time equivalent service by the end of the year in which the application is assessed; or
  - in the case of a Teacher in the ACT who was not employed pursuant to a Standards/3 Band Agreement, or who was employed after 2011 in the ACT, completed seven years of full-time equivalent service; and
- have been assessed by ISTAA as meeting the ISTAA Accomplished Teacher standards.

Clause 8.2 Band 3 Teachers and Senior Teacher 1 employed immediately prior to 1 January 2025.

Pursuant to clause 8.2(a), deems that a teacher classified as an Experienced Teacher (Band 3) under the HYBRID MEA immediately prior to 1 January 2025 will be eligible to receive

(ii) the Special Responsibility Position and allowance is shared between Teachers.

the Accomplished Teacher Allowance. This means they will receive the Accomplished Teacher Allowance without needing to complete the ISTAA accreditation.

CMEA clause 8.2(b) preserves the clause 8.2(a) entitlement to the Accomplished Teacher Allowance if the Teacher is later employed by another school covered by the CMEA.

Under the CMEA, new Teachers employed on or after 1 January 2025 will not be deemed to be entitled to the Accomplished Teacher Allowance, based on their level of experience and their previous industrial instrument not including a similar allowance or classification for experience. Such new Teachers will need to apply for the Accomplished Teacher Allowance under clause 8.1 of the Agreement.

Clause 8.3 NSW and ACT – HALT Allowance.

A Step 2.5 Teacher in NSW (or Level 8 teacher in the ACT) who has completed a year of service at that level who has been accredited as a Highly Accomplished or Lead Teacher (HALT) with the relevant Teacher Accreditation Authority will be eligible to receive a HALT allowance as set out in the CMEA.

Teachers who are accredited at HALT and who receive the allowance may be consulted with to provide mentoring, coaching and other types of professional interactions at different locations to support the needs of the School.

Clause 8.4 Leadership Allowances

Clause 8.4(c) provides that a Teacher employed in a leadership position under another Agreement will be translocated into a leadership position under this Agreement.

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<p>Clause 8.4 Acting Appointments</p> <p>If the school appoints a Teacher to act in a position of special responsibility or as a Deputy Principal for at least ten consecutive school days, the school must pay the Teacher the rate of allowance prescribed for that position.</p>	<p>Clause 8.5 Interaction of Allowances</p> <p>Clause 8.5(a) provides that any Leadership Allowance is inclusive of the Highly Accomplished and Lead Teacher Allowance to which the Teacher would otherwise be entitled.</p> <p>Clause 8.5(b)(i) provides that a Leadership Allowance will be inclusive of the Accomplished Teacher Allowance unless the Teacher is entitled to a Level 1 or Level 2 Leadership Allowance and has been accredited by ISTAA as an Accomplished Teacher under clause 8.1 which confirms qualification requirements for the Accomplished Teacher Allowance.</p> <p>Clause 8.5(b)(ii) also provides that a Leadership Allowance will be inclusive of the Accomplished Teacher Allowance, unless the Teacher was receiving a Leadership Allowance immediately prior to 1 January 2025 and is entitled to receive the Accomplished Teacher Allowance under clause 8.2 of the Agreement which provides for deeming of Band 3 and Senior Teacher 1 who are employed immediately prior to 1 January 2025.</p> <p>Clause 8.7 Acting up – Leadership Provisions</p> <p>This clause ensures Teachers who act up in a Leadership Position, for a minimum of days of 10 days, are paid the pro rata amount of the annual allowance. A prorate amount is also paid in non-term periods.</p>

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<p><b>Clause 9. Terms of Engagement</b></p> <p>Clause 9.1 Letter of Appointment</p> <p>The school shall provide a letter of appointment setting out the Teacher’s “teaching load”.</p> <p>Clause 9.7 Normal Duties</p> <p>The normal duties of Teachers shall include playground duties, sports duties, and usual extracurricular activities and, in relation to Teachers appointed to residential positions, the usual residential duties.</p>	<p><b>Clause 13. Terms of Engagement</b></p> <p>Clause 13.1 Letter of Appointment has been varied to provide that the School will provide a letter of appointment setting out the Teacher’s “normal face to face teaching hours”.</p> <p>Clause 13.4 expands the list of potential duties, stating that teachers’ normal duties may include a broader range of activities.</p>

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<p><b>Clause 9. Terms of Engagement</b></p> <p>Clause 9.3(a) Termination of Employment</p> <p>The employment of any Teacher [other than a Casual Teacher] shall not be terminated without at least four school term weeks' notice on either side, or the payment of, or forfeiture, of four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:</p> <ul style="list-style-type: none"> <li>(i) at the end of the said school term; or</li> <li>(ii) at least two weeks before the end of the said school term.</li> </ul> <p>9.4(b) Forfeiture</p> <p>Deductions pursuant to a specific authorisation under clause 9.4(a) are made from the Teacher's gross salary (i.e. one week's notice not worked, or not given will be fully satisfied by the deduction of an amount equal to one week's salary being withheld by the school before tax is applied).</p>	<p><b>Clause 14. Termination of Employment</b></p> <p>Clause 14 provides that the employment of any Teacher (other than a Casual Teacher) may be terminated by:</p> <ul style="list-style-type: none"> <li>(i) the Teacher giving <b>seven weeks'</b> notice; or</li> <li>(ii) the School giving <b>seven weeks'</b> notice or making a payment of seven weeks' salary in lieu of notice or by giving part notice and part payment in lieu of notice equal to seven weeks.</li> </ul> <p>Clause 14.1 also states that if notice is given in the term immediately preceding the summer pupil vacation, then no less than four of those seven weeks of notice shall fall within the School term during which it is given.</p> <p>Clause 14.2. Forfeiture</p> <p>Clause 14.2(b) provides that, deductions pursuant to a specific authorisation under clause 14.2(a) are from the Teacher's gross salary before tax i.e. two weeks' notice not worked, or not given will be fully satisfied by the deduction of an amount equal to two weeks' salary being withheld by the Employer before tax is applied.</p> <p>The CMEA caps forfeiture to two weeks in comparison to four weeks under the HYBRID MEA.</p>

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<p><b>Clause 9.8. Notice of Compulsory Professional Development</b></p> <p>This clause provides that the School is committed to providing professional development for teachers, which should be registered with NESAs or TQIs when appropriate. Teachers will not be required to attend more professional development days than previously agreed upon. They are expected to prepare for the school year as needed. The school will inform teachers of term dates and attendance requirements by the end of Term 3 of the preceding year. Professional development and meetings will be scheduled with reasonable notice and included in the annual calendar when possible. Part-time teachers may also need to attend professional development. Teachers must participate in professional development to maintain their NESAs or TQI accreditation.</p>	<p><b>Clause 16. Professional Responsibilities</b></p> <p>This clause has been renamed in the CMEA as “Professional Responsibilities”.</p> <p>A new clause 16.5 has been inserted into the CMEA which provides as follows:</p> <p>“16.5 The School will inform Teachers on engagement and from time to time of the usual expectations of Teachers at that school, including:</p> <ul style="list-style-type: none"> <li>(a) the usual number of face-to-face teaching hours per week or per cycle for a Full- Time Teacher;</li> <li>(b) the general requirements in relation to extra-curricular activities; and</li> <li>(c) any reduction in face-to-face teaching hours provided for Teachers appointed to a Leadership 1 and 2 positions.</li> </ul> <p>The parties agree that these expectations are indicative and able to be amended by the School from time to time and that Teachers may be required from time to time to perform additional duties above those advised above.”</p>



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<p><b>Clause 10. Pro-Rata Payment for Non-Term Time</b></p> <p>Teachers (excluding casual teachers) are entitled to four weeks of paid annual leave each year, taken at the start of the school summer vacation. This leave does not carry over year to year. If a teacher’s employment ends, they start after the school year begins, take unpaid leave, or their hours change, their leave payments are calculated using specific formulas. The school will inform teachers of term dates and attendance requirements in advance.</p>	<p><b>Clause 17. Pro-Rata Payment for Non-Term Time</b></p> <p>Clause 17.6 has been amended to provide that the adjustment formula will operate where a teacher has taken unpaid parental leave but not where a teacher receives paid parental leave, as follows:</p> <p style="padding-left: 40px;">“Where a Teacher takes leave without pay with the approval of the School for a period which [in total] exceeds 20 pupil days in any year, or where a Teacher takes unpaid parental leave”.</p> <p>This amendment reflects changes which means that ‘paid’ parental leave (for initial primary carers, as well as any subsequent primary carers who take paid parental leave under clause 19.3(c)) will be counted as service for all purposes under the new Agreement.</p>
<p><b>Clause 12.1 Personal/Carers Leave</b></p> <p>Sets out the Personal/Carer’s Leave provisions for Teachers, being 15 days on commencement for new teachers, and progressive accrual of 15 days per annum.</p> <p>Clause 12.1 (c) (iii) provides, “A Teacher is not to take Personal/Carer’s Leave for any period in respect of which the Employee is entitled to workers compensation.”</p>	<p><b>Clause 18. Personal/Carers Leave</b></p> <p>The CMEA contains the same Personal/Carer’s Leave provisions for teachers, being 15 days on commencement for new teachers, and progressive accrual of 15 days per annum.</p> <p>The CMEA has removed the former clause 12.1(c)(iii) of the Hybrid MEA, which provided that a Teacher is not to take Personal/Carer’s Leave for any period in respect of which the Teacher is entitled to workers compensation has been deleted as it is inconsistent with the law.</p>

## Clause 12.2 Parental Leave

Sets out the Parental Leave provisions for teachers.

Clauses 12.2(b) and (c). In addition to the provisions of the relevant legislation, the MEA provides 14 weeks of paid maternity and adoption leave. The period of maternity leave will count as a period of service, for the purpose of annual leave (only). The Teacher will be entitled to pro-rata annual leave which will be calculated as  $(14 / 52) \times 4 = 1.07$  weeks. This clause has been amended.

Clause 12.2 (b)(v) provides "The exception to this clause 12.2(b)(v) is if the commencement date of the leave is during the summer pupil vacation prior to the School Service Date. If this occurs, the paid leave will commence on the School Service Date". This clause has been deleted and replaced by 19.2 (g).

Clause 12.2(d). Paid concurrent parental leave of 2 weeks, is available in addition to the provisions of the relevant legislation.

## Clause 19. Parental Leave

A new clause 19.1(b) provides that paid parental leave counts as service, "*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 clause 7 of this Agreement*".

Clause 19.1(c) confirms that Teachers who have commenced a period of parental leave prior to the CMEA commencement date will continue to receive parental leave entitlements in accordance with their Previous Industrial Instrument:

"A Teacher who has commenced a period of parental leave prior to the Commencement Date, pursuant to a Previous Industrial Instrument, will continue to receive the entitlements available under that Previous Industrial Instrument."

Clause 19.2(g) has been inserted into the clause to provide clarity where the Teacher has worked up to the last day of term before accessing their parental leave and provides that in these circumstances the parental leave will be deemed to commence from the first day of the following school term.

19.3 Paid Parental Leave (not initial primary caregiver) has been extended to provide up to 12 additional weeks of paid parental leave for Teachers who were not the initial primary caregiver.

Clause 19.3 (c) provides as follows, "*A Teacher who was not the initial primary caregiver, but who subsequently becomes the*

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	<p><i>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 Teacher takes a lesser period of leave or whose employment ends before the end of the 12 weeks of leave, the Teacher shall be entitled to that lesser amount of paid leave."</i></p>
<p><b>Clause 12.3 Long Service Leave</b></p> <p>Clause 12.3(b). Teachers are entitled to 1.3 weeks of long service leave for each year of service up to 10 years. After 10 years of service, 2 weeks of leave for each year thereafter. Payment is made on cessation of employment after 5 years of service (except for serious misconduct).</p> <p>Clause 12.3(d)(ii). Provides for Teachers taking long service leave over full school terms to have the pupil vacation periods not count as long service leave. Payment is made as per non-term time instead.</p> <p>Clause 12.3(g). Long service leave that is provided to the Teacher in addition to that which is provided under the long service leave legislation, may be cashed out. The Teacher must elect in writing to cash out any additional leave.</p>	<p><b>Clause 20. Long Service Leave</b></p> <p>This clause now includes reference to the <i>Long Service Leave (Portable Schemes) Act 2009 (ACT)</i> (LSLPS Act).</p> <p>In the case of a Teacher who has completed seven years' service the Teacher will be paid long service leave in accordance with the LSL Act on the basis of 13 weeks for ten years' service (such service to include service with the School as an adult).</p> <p>Clause 20.3 Calculations of Entitlement for Teachers who commenced prior to 1 February 2025 in ACT Schools</p> <p>Clause 20.5 Calculations of Entitlement for Teachers who commenced prior to 1 February 2025 in NSW Schools.</p>

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<p><b>Clause 12.4 Compassionate Leave</b></p> <p>Teachers are entitled to 3 days of paid compassionate leave upon the death of a member of the Teacher’s immediate family or household.</p>	<p><b>Clause 21. Compassionate leave</b></p> <p>References to evidence requirements have been updated to reflect the Fair Work Act, and the provisions in clause 21.1(e) and 21.2(a) now refer to “evidence that would satisfy a reasonable person”.</p>
<p>N/A – this clause did not previously exist in the Teachers Hybrid Agreement</p>	<p><b>Clause 25. Paid Family and Domestic Violence Leave</b></p> <p>New clause to set out the entitlement to 10 days of paid Family and Domestic Violence Leave and the evidence and notice requirements.</p>
<p><b>Clause 14. Disputes Procedure</b></p> <p>Subject to the provisions of the Act, all grievances, claims or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the following manner. Disputes or grievances should first be discussed between the teacher and the principal. If unresolved, they can be referred to the Fair Work Commission for conciliation. During this process, the Commission can facilitate meetings and make non-binding recommendations. Teachers must continue working unless there’s a health or safety risk and follow reasonable directions for other work. The school must consider work health and safety laws and the appropriateness of the work assigned.</p>	<p><b>Clause 6. Disputes Procedure</b></p> <p>Clause 6(e) has been amended to replace the reference to “occupational health and safety”, with “work, health and safety”.</p>

Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021	Independent Schools (Teachers) Cooperative Multi- Enterprise Agreement 2025 (Teachers CMEA 2025)
<p><b>Clause 15. Superannuation</b></p> <p>Casual Teachers are to be paid superannuation if they earn in excess of \$1437 during a financial year even if they do not earn in excess of \$450 per month.</p>	<p><b>Clause 12. Superannuation</b></p> <p>Clause 12.2(b)(ii)(A) confirms payment of superannuation on an allowance prescribed from time to time for the Teacher by clause 8 or Schedule 2 – Particular Conditions of Teachers employed in Pre-Schools and other Early Childhood Services or Schedule 3 – Particular Conditions of Teachers employed in Pre-Schools in the ACT.</p> <p>Clause 12.2(b)(ii)(C) confirms payment of superannuation on the 14 weeks of paid parental leave available to the initial primary care giver under clause 19.2 of the Agreement.</p> <p>Clause 12.5 Exception</p> <p>The previous threshold for superannuation guarantee contributions has been deleted as this was abolished by the Australian government from 1 July 2022.</p>
	<p>Clause 15.1(d) has been amended to provide that, <i>“The provisions of clauses 15.4 to 15.10 shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal”</i>.</p> <p>The note under Clause 15.8, Severance, which describes what is a <i>Week’s Pay</i> for the purpose of severance has been amended to refer to make it clear that this includes any allowance paid under clause 8 (including the Accomplished Teacher Allowance, the Highly Accomplished Teacher Allowance (ATA), and any leadership allowance), as well as the Director’s allowance.</p>

Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021	Independent Schools (Teachers) Cooperative Multi- Enterprise Agreement 2025 (Teachers CMEA 2025)
<p><b>Clause 17. No Extra Claims</b></p> <p>Covered the period 1 February 2021 and 31 January 2025.</p>	<p><b>Clause 27. No Extra Claims</b></p> <p>Clause 27.2 provides that it is a term of this Agreement that Teachers will not pursue any extra claims, award or over award, for improvement in wages or other terms and conditions of employment for the period between 1 February 2025 and 31 January 2028.</p>
<p><b>Clause 18. Union Representatives</b></p> <p>Clause 18 provides that Union representatives at the school can post meeting notices on the common room noticeboard. They can meet with the employer or principal during working hours, excluding teaching time, at a mutually convenient time and place. Union members can hold meetings on school premises at convenient times and places, with prior notice given to the principal.</p>	<p><b>Clause 29. Workplace Delegates rights</b></p> <p>Under this clause, the rights of a workplace delegate are set out in Schedule 5 of the Agreement, as required by the Fair Work Act 2009 (Cth).</p>

Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021	Independent Schools (Teachers) Cooperative Multi- Enterprise Agreement 2025 (Teachers CMEA 2025)
<p><b>Clause 20. Requests for Flexible Working Arrangements</b></p> <p>Teachers can request flexible working arrangements under section 65 of the Act. The school must discuss the request with the teacher and try to reach an agreement. The school must respond in writing within 21 days, stating whether the request is granted or refused. If refused, the response must include reasons and any alternative arrangements. If an agreement is reached, the school must provide a written response detailing the agreed changes. Disputes about the process can be handled according to the Disputes Procedure.</p>	<p><b>Clause 31. Requests for Flexible Working Arrangements</b></p> <p>This clause reflects the requirements of sections 65-66 of the Fair Work Act 2009 (Cth)., including the eligibility criteria for making an application, and a reference to the procedures for responding to a request (which are set out in Section 65A of the Act), including the right to refuse the request based on reasonable business grounds following discussions with the Teacher.</p> <p>Clause 31 provides more detailed eligibility criteria and specific circumstances for requesting flexible working arrangements. This clause also references specific sections of the Act for response procedures and dispute resolution.</p>

Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021	Independent Schools (Teachers) Cooperative Multi- Enterprise Agreement 2025 (Teachers CMEA 2025)
<p><b>Table 1A – Salaries of Part B – Monetary Rates.</b> The MEA provides for guaranteed salary increases of 3.28% in 2022, and 2.28% in 2023 and 2.53% in 2024.</p> <p>No increases for 2025, 2026 and 2027.</p>	<p><b>Table 1 – Salary Scales for NSW Teachers</b></p> <p>Increases for 2025, 2026 and 2027. 2025: Salary increases vary in accordance with <b>Schedule 1A Translocation Arrangements</b> 2026: increase of 4.5% per annum 2027: increase of 4% per annum</p> <p><b>Table 2 – Salary Scales for ACT Teachers</b></p> <p>Increases for 2025, 2026 and 2027. 2025: <b>Salary increases vary in accordance with Schedule 1A Translocation Arrangements</b> 2026: increase of 4.5% per annum 2027: increase of 4% per annum</p>
<p><b>Table 1B – Allowances for Promotions Positions of Part B – Monetary Rates.</b> The rates for the Coordinator allowances</p> <p>No allowances for 2025, 2026 and 2027.</p>	<p><b>Table 4 –Allowances</b></p> <p>Table 4 in Schedule 1 sets out the rates for the Accomplished Teacher Allowance, Highly Accomplished and Lead Teacher Allowance, and the Leadership Level 1-4 Allowance.</p>



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<p><b>Table 1C – Directors allowances</b></p> <p>The MEA provides for 4 levels of allowances for Preschool Directors based on enrolments.</p>	<p><b>Table 6 – Director’s allowances</b></p> <p>Table 6 in Schedule 1 provides for Directors of Preschools in NSW and the ACT and Other Early Childhood Services in NSW</p>
<p><b>Table 2 - Other Rates and Allowances</b></p>	<p><b>Table 5 – Other Allowances</b></p> <p>Table 5 of schedule 1 provides the Other Allowances payable.</p>

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**Table 3 – Casual rates**

Rates Effective from 1 February 2020:

- Full Day: \$449.32
- Half Day: \$224.66

Rates Effective from the first full pay period on or after 1 February 2022:

- Full Day: \$464.06
- Half Day: \$232.03

Rates Effective from the first full pay period on or after 1 February 2023:

- Full Day: \$474.64
- Half Day: \$237.32

Rates Effective from the first full pay period on or after 1 February 2024:

- Full Day: \$486.65
- Half Day: \$243.32

N/A – this clause did not previously exist in the Teachers Hybrid Agreement

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**Table 3A – NSW and ACT Teachers – Casual rates**

	1	2	3
	Rates effective from the first full pay period on or after 1 February 2025	Rates effective from the first full pay period on or after 1 February 2026	Rates effective from the first full pay period on or after 1 February 2027
	\$	\$	\$
		4.5%	4%
<b>Casual Teacher 1</b>			
Full Day	450.50	470.77	489.60
Half Day	225.25	235.39	244.80
<b>Casual Teacher 2</b>			
Full Day	505.18	527.91	549.03
Half Day	252.59	263.96	274.51
<b>Casual Teacher 3</b>			
Full Day	562.49	587.81	611.32
Half Day	281.25	293.90	305.66

**Schedule 1A**

Provides for the translocation of Teachers employed prior to 1 January 2025 from previous industrial instruments.

Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021	Independent Schools (Teachers) Cooperative Multi- Enterprise Agreement 2025 (Teachers CMEA 2025)
N/A – this clause did not previously exist in the Teachers Hybrid Agreement	<p><b>Schedule 1B - Translocation Arrangements for Leadership roles</b></p> <p>Provides for the translocation of Teachers employed immediately prior to 1 January 2025 in Leadership Roles from previous industrial instruments.</p>
<p><b>Attachment B – Consultation and Redundancy</b></p> <p>The provisions of clauses 4 and 5 of this Attachment shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of Casual Teachers, apprentices or teachers engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour</p> <p>5.1.3 ‘Week’s 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, and allowances provided for in the relevant Agreement</p>	<p><b>Clause 15. Consultation and Redundancy</b></p> <p>Clause 15.1(d) has been amended to provide that, <i>“The provisions of clauses 15.4 to 15.10 shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal”</i>.</p> <p>The note under Clause 15.8, Severance, which describes what is a <i>Week’s Pay</i> for the purpose of severance has been amended to refer to make it clear that this includes any allowance paid under clause 8 (including the Accomplished Teacher Allowance, the Highly Accomplished Teacher Allowance (ATA), and any leadership allowance), as well as the Director’s allowance.</p>

Independent Schools NSW Teachers (Hybrid Model) Multi-Enterprise Agreement 2021	Independent Schools (Teachers) Cooperative Multi- Enterprise Agreement 2025 (Teachers CMEA 2025)
<p><b>Attachment C – Particular Conditions of Teachers employed in Preschools and Other Early Childhood Services</b></p> <p>Clause 3 of Attachment C – Particular Conditions of Teachers Employed in Preschools and Other Early Childhood Services. Provision for a Casual Teacher in a preschool or early childhood service to be paid a casual rate depending on their years of full-time service.</p> <p>Clause 5 – Directors of Attachment C – Particular Conditions of Teachers employed in Preschools and Other early Childhood Services and Table 1C of Part B Monetary Rates. The MEA provides for 4 levels of allowances for Preschool Directors based on enrolments.</p>	<p><b>Schedule 2 - Particular Conditions of Teachers employed in Pre-Schools and Other Early Childhood Services in NSW</b></p> <p>Includes the following definition to reflect clause 19.4 of the Educational Services (Teachers) Award 2020:</p> <p>Clause 2(b) defines an “Educational Leader” as a Teacher employed in the service who is required to discharge the responsibilities of the educational leader under Regulation 118 of the Education and Care Services National Regulations 2011.</p> <p>This inclusion reflects clause 19.4 of the Educational Services (Teachers) Award 2020.</p>
N/A – this clause did not previously exist in the Teachers Hybrid Agreement	<p><b>Schedule 3 - Particular Conditions of Teachers employed in Pre-Schools in the ACT</b></p>
N/A – this clause did not previously exist in the Teachers Hybrid Agreement	<p><b>Schedule 4 – Teacher Standards</b></p> <p>This Schedule has been included to clearly identify the relevant Teacher Standards terminology used in the CMEA for Teachers in NSW and the ACT.</p>
N/A – this clause did not previously exist in the Teachers Hybrid Agreement	<p><b>Schedule 5 - Workplace Delegates Rights</b></p> <p>The provisions on Workplace Delegates Rights reflect those in the Educational Services (Teachers) Award 2020.</p>

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Attachment D – Legal Entities and Schools covered by this Agreement	Schedule 6 – Legal Entities and Schools Covered by this Agreement
N/A – this clause did not previously exist in the Teachers Hybrid Agreement	<p><b>Schedule 7 – Legal Entities and Schools where special education allowance applies.</b></p> <p>This provision sets out the list of Registered Special School or School for Children with Disabilities where Teachers are eligible to receive the allowance set out in clause 8.7(b) of the Agreement.</p>