



INDEPENDENT EDUCATION UNION OF AUSTRALIA

**SUBMISSION TO
DEEWR DISCUSSION PAPER**

NATIONAL EMPLOYMENT STANDARDS EXPOSURE DRAFT

April 2008

National Employment Standards Exposure Draft – Discussion Paper

Submission by IEUA

IEUA

1. The Independent Education Union of Australia (IEUA) has 63,000 members employed in non-government schools (independent and Catholic), children's services (preschools and childcare centres) and other non-government educational services in all states and territories. Our membership includes principals, teachers, clerical staff, maintenance staff and other assistants and consultants. A list of NAPSAs and federal awards applying to members of the IEUA is attached.

Interaction between NES and Other Industrial Instruments

2. The IEUA is concerned about interaction between the content of the proposed NES and other industrial instruments.
3. It is noted that in paragraph 21 of the Discussion Paper, it is stated that the NES cannot be excluded to the *detriment of an employee* by a contract or industrial instrument. The words of paragraph 34 state that the NES cannot be modified or excluded in a workplace agreement (at all) and paragraph 33 suggests that the award may only include a matter dealt with in an NES to the extent that the AIRC determines that the award provision is a fair minimum safety net. However, clause 3 of the Draft Provisions provides *a term of a modern award or of an agreement or contract has no effect to the extent to which it purports to exclude the National Employment Standards or any part of the National Employment Standards*. Whether or not an agreement or award **purports to exclude** a NES (particularly in the case of an agreement drafted before the NES was adopted) does not seem, in the submission of the IEUA a particularly helpful question. **The test contained in section 172 of the Workplace Relations Act in relation to the operation of the Fair Pay and Conditions Standard would seem to be much more straightforward. This provides simply that the FPCS prevails over an agreement or contract to the extent that it provided a more favourable outcome for the employee in a particular respect.** It would also appear to be consistent with the Discussion Paper and provide greater certainty in the outcome of the test. It would also have the result that an award or agreement could deal with a NES provided that the NES would override a provision which was less beneficial to the employee.
4. **It is the IEUA's contention that awards, agreements and contracts should be able to deal with a condition contained in an NES and should be permitted to build on the condition.** The unique aspects of the education industry would provide a basis for the need to build on the NES. Further, the education industry may need more than "building on" the NES, there should, in relation to hours and annual leave (at least for teachers), be the capacity to modify the Standards (in a way which is not

detrimental to employees) to suit the characteristics of the industry. The capacity to do so must be implicit in the NES.

5. **The IEUA would suggest that any proposed NES should not preclude the operation of more favourable arrangements under awards or agreements**, but should contain similar provisions to those currently in the regulations to preclude “double dipping”. It should not however be necessary for the parties to such more favourable arrangements to justify them before a tribunal as a fair minimum safety net.
6. **It should be explicit in the provisions as to whether a comparison is made with the NES on a global basis or element by element** of the condition as occurs pursuant to section 172 of the Workplace Relations Act at present.
7. It is also not clear from the “purport to exclude” test contained in the draft provisions whether it is intended that clauses reflecting or mirroring the NESs would remain as part of awards or agreements or whether they would be deemed to be removed under the legislation. The IEUA would have a strong view that they should remain part of industrial instruments for ease of understanding of the instruments and for ease of enforcement.

Enforcement

8. **The IEUA considers there must be a clear remedy for enforcement of a NES.** This remedy should be the same as for other industrial instruments as in many circumstances an employee will be seeking to simultaneously enforce provisions in an NES and in agreement or award. This is particularly the case if an agreement improves on the standard in the NES, for example by providing additional sick leave. Under the proposal in paragraph 35, it is possible that only the sick leave in excess of the NES would be enforceable. This would be an illogical result. Similarly in many cases the “base rate of pay” will be set by an industrial instrument and a failure by the employer to pay the correct rate of pay could relate to both a period of leave (an entitlement under the NES) and a period of time worked. It would be inefficient if different types of enforcement action would need to be taken.
9. **The NESs and industrial instruments should be enforceable in one low cost and efficient jurisdiction.** The IEUA considers the current remedies for breach of an applicable provision of an industrial instrument or of the Australian Fair Pay and Conditions Standard, contained in s720 of the Workplace Relations Act, (enforcement in an eligible court, defined as including a local court or magistrate’s court) should be retained. This provides for a consistent process in relation to multiple breaches where applicants do not have to commence applications in different jurisdictions. The effect of the proposal would appear to be either to require different applications for enforcement even of the one breach, or it seems to be proposed that there would be no remedy at all in relation to that part of an “entitlement “ contained in a NES.

10. For the above reasons, the IEUA considers that the issue of compliance **must** be resolved at the time the content of the NES is considered. **If this does not occur, employees will be disadvantaged in that they will lose existing enforceable rights to the extent that the NES is currently contained in an industrial instrument applicable to an employee.**

Maximum Weekly Hours

11. The IEUA supports the NES on maximum weekly hours.

12. It is noted that the proposed standard in relation to the working of reasonable overtime (paragraph 48) does not include as a relevant factor two factors listed in the existing provisions of the WRA s226(4)

(f) Whether any of the additional hours are on a public holiday

(g) The employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hours.

For reasons set out in paragraph 13 of this submission relating to part – time employees, the IEUA considers these factors should be included in relation to hours in excess of 38 hours and other additional hours not in excess of 38 hours.

- 13. The IEUA strongly supports the proposal in paragraph 49 and 50 that arrangements for averaging should be determined on an industry-specific basis and contained in awards, tailored to meet the needs of particular industries and occupations.** Given that school holidays are in excess of four weeks in schools and teachers may work less than 38 hours at the workplace, the IEUA would be disturbed at any proposal to regulate averaging of hours at the macro level.

14. Significant issues also exist in relation to the determination of an appropriate hourly rate for teachers given that hours of work are often not specified in industrial instruments and pay may be determined by teaching hours (usually between 20 and 25 hours per week). It is noted that teachers awards in the non government sector often do not contain hours of work as such and face to face teaching hours are typically well under 38 hours. Where 'contact hours of work' are specified, for example 30 hours for secondary teachers in Queensland Catholic Teachers Award, an impact of using 38 hours as the divisor would have the impact of reducing the hourly rates and impact on part-time employees in particular.

15. Many of the hours worked by teachers may not be at the workplace. For this reason, entitlements for part – time employees may be determined on the basis of their

teaching hours, not on the basis of their total hours of work. Any attempt to link pay rates or leave entitlements to 38 hours of work per week would be strongly opposed and the Regulations should be carefully drafted to ensure this does not occur.

16. If it were decided to exempt “high income” employees from this NES, the definition of high income should be not less than \$100,000 per annum (salary rather than remuneration) which should be indexed..
17. The IEUA supports the contention in paragraph 54 that for employees working relatively few hours, working a significant number of additional hours might be considered unreasonable, even where the total number of hours worked is less than 38 hours. The IEUA has members employed as school support staff who have taken these positions precisely because of their part time nature. Such employees then find it impossible to accommodate a request to work additional hours, even where such hours would not be classified as overtime or in excess of 38 hours. **The IEUA would therefore support the extension of this principle to apply to cases where the additional hours are in excess of 38 hours or, if less than 38 hours, the regular hours of the employees.** In addition, an employee who has requested and been granted part-time work as part of a flexible work arrangement should be entitled as a general rule to refuse to work additional hours where such hours conflict with parental responsibilities and the flexible work arrangement, unless those arrangements specifically provide to the contrary.

Flexible working arrangement

18. **The IEUA has serious concerns about the proposed NES concerning flexible arrangements.**
19. As a result of both state and federal test cases, almost all state and federal awards and agreements contain clearly delineated entitlements and procedures relating to “a right to request” flexible work arrangements, in particular the right to request part-time work until the child is of school age. The onus is on an employer to justify a decision to refuse such a request.
20. The IEUA considers that the expression “flexible working arrangement”, although theoretically broader, does not give any legislative guidance to employees and employers as to what is reasonable. An employee may therefore be reluctant to request part-time work (including job share) for this period. In our experience this form of flexible working arrangement is commonly sought after a period of parental leave and in practice is relatively easy to accommodate in most workplaces, although employers sometimes unreasonably refuse such requests. **As part – time work is the most common form of flexible work arrangement, the IEUA considers the NES should specifically grant a right to request part – time work in terms similar to existing award provisions.**

21. The IEUA also notes that the proposed NES, as set out in paragraph 65, is not set out in language as strong as that contained in a standard award clause as follows:

*The employer **shall consider the request** having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, **may only refuse the request on reasonable grounds** related to the effect on the workplace or on the employer's business, Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.*

22. Accordingly, the IEUA contends that an appropriate independent authority, either the AIRC or Fair Work Australia would be a designated authority to handle a dispute in relation to this entitlement.
23. The IEUA considers that 21 days is an excessive period of time for an employer to respond to such request. It is noted that currently award provisions do not contain time limits but such maximum period will tend to signal to employers that that is a reasonable period for response. Where the request is refused, this is just the first step in what may be weeks or months of discussion. In our view, seven days would be a reasonable period for such first response.
24. **The IEUA is concerned about the statement in paragraph 61 of the guidelines that whether a business has reasonable business grounds for refusing a request will not be subject to third party involvement under the NES.** It is our experience that a small number of employers refuse employees part-time work because “we don't do part-time work” with a brief statement about ‘efficiency’ as the reason. Such position has only changed under the threat of litigation. The fact that the employee knows that there is a recourse to a third party also makes such employees much more likely to lodge the request, where the position of the employer is known in advance to be hostile to the concept.
25. **This particular NES highlights the importance of the question of the interaction between NES and awards and agreements. If it will not be possible for awards and agreements to modify the NES, then the enforceable “right to request” held by millions of employees at present would become unenforceable.**
26. **It is also the case that in many cases a refusal by an employer to allow part-time work may constitute indirect discrimination on the basis of gender.** If third party involvement is not allowed through the Industrial system, employees and their representatives will seek redress for a refusal through an anti - discrimination tribunal. Typically such tribunals act much more slowly than an industrial tribunal, for a matter even to be conciliated.

Parental leave and related entitlements

27. The IEUA supports the proposed standard on parental leave.
28. The IEUA notes the discussion on paragraphs 96 and 97 of the right of an employee to take other paid leave during a period of unpaid parental leave. The IEUA would expect that in certain circumstances, awards or agreements might permit the taking of paid leave during parental leave in a way which is not contemplated by the NES. For example currently, federal workplace agreements, state awards and NAPSAs applying to employees in NSW and Victorian non-government schools permit a male employee to take paid paternity leave of two weeks, such leave to be deducted from available personal/carer's leave entitlement of the employee. If there was a prohibition on the award or agreement modifying the NES, paragraph 97 of the discussion paper would preclude the paternity leave being deducted from personal carer's leave and employers might seek to withdraw consent to the current award or agreement provision.
29. **In relation to paragraph 100 and the right of an employee to request additional parental leave beyond 12 months, the IEUA reiterates its concern over the lack of enforceability of a right to request when there is no third party involvement.** However, that said, in our own experience requests for additional unpaid parental leave up to a total of two years, are rarely denied by employers (contrary to our experience in respect of requests for part-time work).
30. The IEUA supports the concept of "no safe job leave" as set out in paragraphs 109 and 110 of the NES **but we consider the definition of "base rate of pay" is too narrow.** The IEUA considers the exclusion of "monetary allowances" from the base rate of pay to be ambiguous, as it could exclude responsibility allowances paid as an ordinary part of wages. For example in some of our awards and agreements, an allowance is paid to an employee for administering medication; in many other awards teachers in promotions positions are paid an allowance of many thousands of dollars in addition to the teaching salary.
31. The IEUA notes that the proposed definition for the NES is consistent with the existing definition of "basic periodic rates of pay" in s178 of the Workplace Relations Act (in Division 2 – Wages of Part 7 – the Australian Fair Pay and Conditions Standard) which is adopted for payment of annual leave (s235 of the WRA). However it is **not** consistent with the approach in the WRA for payment of personal/care's leave and compassionate leave (**which refers to the payment of the amount the employee would reasonably have expected to be paid by the employer if the employee had worked that period**) (see ss 247 and 259 of the WRA). **In our view this is a far better approach and consistent with the usual industrial approach to the payment of leave.**
32. In relation to paragraphs 120-121 of the Discussion Paper concerning the extension of unpaid parental leave beyond 12 months, the IEUA reiterates our concerns about the

lack of enforceability in relation to the "right to request" provision. Again, the IEUA contends that an appropriate independent authority, either the AIRC or FWA would be a designated authority to handle a dispute in relation to this entitlement.

33. The IEUA considers that the proposed standard contained in clause 18 relating to an employee who ceases to have the care of a child, is too harsh. This provision provides that if an employee who is on parental leave ceases to have responsibility for the care of a child, the employer may provide a notice giving four weeks notice to the employee requiring the employee to return to work and cancelling the leave (but not sooner than six weeks after the date of birth if the employee gave birth). The IEUA considers that in the case of the death of the child the employee should continue to be entitled to special maternity leave if she is unfit for work, consistent with the provisions in clause 20 of the standard relating to miscarriage. Notice and evidence should be consistent with the provisions in clause 20.
34. The IEUA considers that the proposed clause 24 of the standard relating to unpaid pre – adoption leave is too harsh. This clause permits an employer to direct an employee to take other paid or unpaid leave for the purpose of a pre – adoption interview. This could permit an employer to direct an employee to take annual leave for example. Given that the standard only provides for unpaid leave, the IEUA does not see why an employer should be able to make such a direction.

Annual Leave

35. The IEUA does not agree with a considerable part of this section of the Discussion Paper, relating to the method of accrual.
- 36. There is a difference as to whether the entitlement is four weeks annual leave for each year of service (paid at the applicable rate of pay of the employee at the time of taking the leave or on termination) or whether hours of annual leave accrue at the rate (for example 1/12 or 1/13) of the number of hours worked during each period of employment. The particular approach used has implications for the calculations when the hours of an employee vary during the period of employment and the way in which part-time entitlements are expressed.**
37. The NSW Annual Holidays Act,1944 uses the former method of accrual as does clause 26 (1) of the proposed standard attached to the Discussion Paper. The latter provision is used in s232 of the current WRA, some sections of the Discussion Paper (eg paragraph 124 in respect of part-time employees, paragraph 127, paragraph 144 and the second example in paragraph 132) and in clause 26 (2) of the proposed standard.

38. The Queensland Industrial Relations Act (s11) provides that all employees (excluding casuals etc) are entitled to 4 weeks annual leave (or 5 weeks in the case of shift workers).
39. Under the four weeks of leave model, part-time employees receive four weeks of annual leave for each year of service. This is not pro rata as such but the employee is paid at their usual rate (presumably still part-time) at the time of taking the leave. The second example in paragraph 132 is inconsistent with this approach in that it suggests the part-time employee has only accrued 3.2 weeks of annual leave not 4 weeks for a year of service. Under the second model, hours of annual leave (not weeks) are accrued, based on the ordinary hours of work of the employee during the period. The entitlement to take leave is then expressed in terms of an amount of leave, usually hours but not weeks – see for example s 232(2) and s 236 of the Workplace Relations Act.
40. The IEUA considers that the first example in paragraph 132 is incorrect on either model. It would normally be considered that the employee had taken one of 12/38 of a week / 1.5 or 1.6 days / 12 hours of annual leave and she would be paid her usual pay for the period and her annual leave entitlements would be debited accordingly.
41. **As also mentioned in paragraph 22, the IEUA does not agree with the proposed definition of base rate of pay.** This is narrower than currently applies under the Workplace Relations Act in respect to forms of leave other than annual leave and is narrower than the definition of ordinary time rate of pay in s2(2) of the Annual Holidays Act, 1994 (NSW). The latter definition excludes only payments for shift work, overtime or penalty rates (but does not exclude shift allowances and weekend penalties for ordinary time the worker would have received if not on leave). The IEUA also considers that clause 29(2) of the proposed standard is ambiguous in that **it is not clear the date at which the rate is calculated** (the words *on the date of termination should be added*).
42. The progressive method of accrual outlined at paragraph 140 and paragraphs 144-145 is inconsistent with the model of 4 weeks annual leave after a year of service. For example if an employee goes from 20 hours to 38 hours half way through a year, under progressive accrual they would not be entitled to take four weeks of annual leave on full pay at the end of a year.
43. The IEUA refers again to the content of our submission at point 4. In the education industry the proposed Standard will apply both to ancillary or support staff (for whom the concept of four weeks annual leave is generally applied) and to teachers, who enjoy the school vacation periods (which are in excess of 4 weeks). Nothing in the Standard should be able to be used to justify a diminution of the working rights and conditions currently applying to teachers. Consequently, the Standard needs to be carefully drafted to ensure that it is not the cause of a reduction in existing conditions

Personal Carer's Leave and Compassionate Leave

- 44. In relation to paragraph 174 and 179 of the Discussion Paper, the IEUA notes that the entitlement to payment is at the base rate of pay, which as outlined above, is more limited than the usual definition for payment of leave.**
45. In relation to paragraph 182, many awards and agreements to which the IEUA is party, provide that sick leave for a year is credited to the employee at the commencement of the year of service. Further the quantum of sick leave in many IEUA awards and agreements is far in excess of the proposed NES. The IEUA would suggest that the proposed NES should not preclude the operation of more favourable arrangements under awards or agreements, but should contain similar provisions to those currently in the regulations to preclude "double dipping". It should not however be necessary for the parties to such more favourable arrangements to justify them before a tribunal as a fair minimum safety net.
46. The IEUA also notes that many awards currently provide for accident make up pay and infectious diseases leave, provide that short periods of unpaid sick leave will count as service and provide for portability of sick leave between employers. These should be specifically stated to be permissible in a modern award as part of the safety net.
47. The IEUA notes that paragraph 196 suggests that paid personal carer's leave may be taken during a period of annual leave. However there does not appear to be any such provision in the draft NES.

Long Service Leave

48. The IEUA commends the content of paragraph 236, which states that the existing entitlement to LSL must be protected. However, the entitlement must continue to be protected after the Standard is produced. The differences between jurisdictions highlight the need for long service leave to be able to be dealt with in modern Awards

Community Service Leave and Public Holidays

- 49. The IEUA reiterates its concern in relation to the definition of "base rate of pay" (see above) as it relates to the question of payment whilst on leave and notes the following.**
50. In relation to Community Service Leave the Queensland Industrial Relations Commission has decided, by way of a General Ruling, that an employer must pay the difference between the compensation provided by the Government and the employee's ordinary rate of pay. This decision has since been reflected in the *Industrial Relations Act 1999 (Queensland)*. Neither the Commission's decision, nor the content of the Act, provide any dispensation for "small business" to avoid the

standard applying to all other enterprises. Therefore, the IEUA does not believe that any specific provision should exist in relation to small business.

51. At paragraph 250 the Discussion Paper foreshadows that the “modern Award” will build on the content of the National Employment Standard. In our opinion it is imperative that some form of penalty for working on a public holiday is prescribed. The current penalty in Queensland is payment at the rate of double time and a half with a minimum payment for four hours.
52. At paragraph 248 the concept of a “reasonable” request to work on a public holiday is raised. It is a common law concept that an employee should comply with a reasonable request to work such a day. The draft Standard attempts to identify parameters used to deal with the issue of “reasonable”. That attempt to define reasonable runs the risk of creating further difficulties. For example, it is not beyond the realms of possibility that some employers might consider “family responsibility” as the only criteria to be considered in relation to the employees “personal circumstances”. However, such an approach would be unnecessarily and unfairly limiting
53. At paragraph 282 it is stated that there is “no entitlement to redundancy pay under the NES where the employee is employed by a business with fewer than 15 employees”. Under existing Commission Policy dealing with Termination Change and Redundancy (TCR) it has been open to an employee (or union) to apply the Commission for an order for redundancy payments based on exceptional circumstances where the employer is a small business. The NES should continue to provide for such an application to be made.

Notice of Termination and Redundancy Pay

54. **The IEUA notes that state test case provisions contained in NSW state awards and agreements in relation to redundancy are well in excess of the proposed NES, for example in relation to the requirement to consult, time off to search for alternative employment and the quantum of payments. It is essential that the rules relating to interaction between the NES and awards and agreements do not mean that the NES prevails over more favourable conditions in state awards, NAPSAs or federal agreements. In general the provisions of legislation in NSW and Queensland provide for all employees in those states a benefit in excess of the proposed NES.**
55. **The base rate of pay (excluding monetary allowances) is narrower than the standard NSW award definition which includes “over award payments, shift penalties and allowances” and the standard federal test case provision which excludes specified allowances of a reimbursement nature only.**

56. It is noted that the calculation of employees is more generous to employers than the standard approach used in NSW awards because of the exclusion of short term casuals.

Fair Work Information Statement

57. At paragraph 300 it is proposed that the information statement is not to be given to existing employees. The IEUA believes that the information statement should be given to existing employees. Such employees will benefit from information regarding the details of the new Industrial Relations system. Further, it will assist them in ensuring that their working rights and conditions are protected

Attachment A- - List of IEUA RELEVANT INDUSTRIAL INSTRUMENTS

1. Federal Awards

Victorian Independent Schools - Teachers - Award 1998
Victorian Independent Schools - School Assistants - Award 1998
Victorian Independent Schools - Clerical/Administrative Employees Award 2004
Victorian Independent Schools - Early Childhood Teachers - Award 2004
Educational Services - Early Childhood Assistants - Victoria - Award 1997
Victorian Catholic Schools and Catholic Education Offices Award 1998
Teachers (English Colleges) Award 1999
English Colleges Award 1998
Australian Higher Education Practice Teaching Supervision Award 1990
Independent Schools and Colleges (Domestic and Maintenance Staff) (ACT) Award 1999
Independent Schools' Support Staff (ACT) Award 1999
School Support Staff (Catholic Archdiocesan Schools) (Australian Capital Territory) Award 1999
Teachers (Non-Government Schools) (ACT) Award 1999
Child Care Industry (Teachers) (Australian Capital Territory) Award 1999
Teachers (Life Education SA Inc) South Australia Award 1999

2. State Awards

(a) NSW state awards (in some cases an earlier version or this version of the award operates as a NAPSA in respect of some employers)

Teachers (Independent Schools) (State) Award 2007
Principals (Independent Schools) (State) Award 2007
Support Staff (Independent Schools) (State) Award 2007
Maintenance and Outdoor Staff (Independent Schools) (State) Award 2007
Boarding House Staff (Independent Schools) (State) Award 2007
Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006
Teachers (Country and Regional Dioceses) (State) Award 2006
Teachers (Catholic Independent Schools) (State) Award 2006
Principals (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006
Principals (Country and Regional Dioceses) (State) Award 2006
Advisers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006
Support Staff (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2005
Support Staff (Country and Regional Dioceses) (State) Award 2005
Support Staff (Catholic Independent Schools) (State) Award 2005
Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2005
Boarding House Staff (St Gregory's College Campbelltown (State) Award 2006
Catholic Schools (Long Service Leave) Portability (State) Award:2005
Community Colleges Tutors (State) Award 2007
Teachers (Non Government Pre-schools) (State) Award 2006
Teachers (Non Government Early Childhood Services other than Pre - schools) Award 2006
Teachers (Catholic Early Childhood Service Centres and Pre-Schools) (State) Award 2006
SDN Children's Services (Inc) Early Childhood Long Day Care Centres (State) Award
Teachers (Independent Schools Early Childhood Service Centres Other Than Pre-Schools) (State) Award 2005
Teachers (KU Children's Services) (State) Award
Teachers (English Colleges) (State)Award

(b) SA state awards (NAPSAs as far as relating to constitutional corporations)

Teachers (Non Government Schools) Award
School Assistants (Non Government Schools) Award
Non Government Schools Superannuation Award 1988
Child Care SA Award

(c) WA state awards (NAPSAs as far as relating to constitutional corporations)

Independent Schools Teachers' Award 1976
Independent Schools Psychologists and Social Workers Award 1996
Independent Schools Administrative and Technical officers Award 1993
Independent Schools (Boarding House) Supervisory Staff Award 1990

(d) QLD state awards (NAPSAs as far as relating to constitutional corporations) (list incomplete)

Boarding Schools, Residential Colleges And Other Non-Commercial Establishments Accommodation Award - South-Eastern Division 2003
Catholic Boarding School & Colleges Employees Award - South-Eastern Division
Catholic Boarding Schools And Colleges Employees (Excluding South-East Queensland) Award - State 2005
Community Teachers, Assistant Teachers - Aboriginal & Torres Strait Islander Community Schools Award - State 2003
Teachers ' Award - Non-Governmental Schools 2003
Teachers ' Award - State 2003

3. Federal Agreements

(a) NSW

ACL PTY Ltd Collective Workplace Agreement 2006-2009
Insearch Ltd. English Language Teachers Collective Agreement 2007
Vision Australia

NSW Independent School Teacher Agreements

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|---|---|
| Abbotsleigh School | Blue Mountains Waldorf School |
| Alexander Primary School | Brightwaters Christian College |
| Al Faisal College Ltd | Brindabella Christian College |
| All Saints College Bathurst | Burgmann Anglican School |
| Al Zahra - Mba Non Union | Calvary Chapel Christian School |
| The Ann McDonald College Of Dancing Ltd | Cameragal Montessori School |
| Arndell Anglican College | Canberra Grammar School |
| The Armidale School | Canberra Girls Grammar School |
| Bankstown Grammar School | Cape Byron Rudolf Steiner School Incorporated |
| Barker College | Cedars Christian College |
| Bathurst Christian College (K - 6) | Central Coast Grammar School |
| Belmont Christian College | Central Coast Steiner School |
| Berowra Christian Community School | Cessnock Christian School |
| Bishop Druitt College | Charlton Christian College |
| Bethel Christian School | Christian Community High School |
| Bishop Tyrell Anglican College | Clarence Valley Anglican School |
| Blue Mountains Christian School | The Coast Christian School |
| Blue Mountains Grammar | Coffs Harbour Christian Commun. |

Coffs Harbour Christian Commun.High
Coverdale Christian School
Cranbrook School
Dubbo Christian School
Emmanuel Anglican College
Emanuel School, Randwick
Emmaus Christian School
The German International School
Gosford Christian School
Greenacre Bapt. Christian Comm
Green Point Christian College
Green Valley Islamic College
Hamazkaine A&S Galstaun School Inc
Heritage Christian School
The Hills Grammar School
Hunter Christian Community School
Illawarra Christian Sch Cordeaux
The Illawarra Grammar School
Inaburra School (Christian)
Inner City Montessori School
International Grammar School
Jervis Bay Christian Community Sch
Joseph Varga School
Kincoppal-Rose Bay School
Kindalin Christian School
Korowal School
Lindisfarne Anglican School
Loreto Normanhurst
Lycee Condorcet Primary And Secondary
School
Macarthur Anglican School
Malek Fahd Islamic School
Mamre Christian College
Manning Valley Anglican School
Masada College
Masada College Jewish Day School Ltd
The Mcdonald College, North Strathfield
The Ann Mcdonald College Of Dancing Limited
Medowie Christian School
Meriden School
Maitland Christian Community School
Monte Sant Angelo Mercy College
Moriah War Memorial College X 2 Agreements
Mount Annan Christian College
Mount Sinai College X 2 Agreements
Mullumbimby Christian Primary Sch
Mumbulla Steiner School
North Cross Christian School
Northholm Grammar
Northside Montessori Society
Namoi Valley Christian School

Nepean Christian School
Newington College
Northern Beaches Christian School
Orange Christian School
Oxford Falls Grammar Sch(Christian)
Oxley College
Pared Limited
Parkes Christian School
Peninsula Montessori Association Limited
Penrith Christian Community School
Pittwater House Schools Limited
Queenwood School
Radford College
Royal Institute For Deaf And Blind Children
Sapphire Coast Anglican College
Sceggs Shore
Seventh Day Adventist Schools (Greater
Sydney)
Seventh-Day Adventist Schools (North New
South Wales)
Seventh-Day Adventist Schools (South New
South Wales)
Shearwater Mullimbimby Steiner
St Columba Anglican School
St George Christian School
St Ignatius College Riverview
St Marys&St Minas Coptic Christian
Snowy Mountains Christian School
Southern Highlands Christian Sch
St Pauls Grammar School
St Pauls Anglican Choir School
St Peter's Anglican College
St Philips Christian College
Summerland Christian College
Sutherland Shire Christian School
Sydney Anglican Schools Ltd
Sydney Anglican Schools Corp
Tamworth Anglican College
Tara Anglican School
Taree Christian Community School
Taylors College
Toongabbie Christian School
Trinity Anglican College
Trinity Christian School
Wagga Wagga Christian College
Winifred West Schools Ltd
William Clarke College
William Carey Christian School
Wyang Christian Community School
Wycliffe Christian School

NSW Independent School Support Staff Agreements

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|---|--|
| Al-Faisal College | Macarthur Anglican School |
| All Saints' College Bathurst | Malek Fahd Islamic School |
| Barker College | Manning Valley Anglican College Council |
| Bethel Christian School | Masada College |
| Bishop Druitt College | Meriden School |
| Bishop Tyrell Anglican College | Mount Annan Christian College |
| Blue Mountains Christian School | Mount Sinai College |
| Blue Mountains Grammar School | Mumbulla School For Rudolf Steiner Education Limited |
| Calvary Chapel Christian School | Newington College |
| Cape Byron Rudolf Steiner School | Northside Montessori Society |
| Cessnock Christian School | Northholm Grammar School |
| Charlton Christian College | Pared Limited |
| Clarence Valley Anglican School | Parks Christian School |
| Covenant Christian School | Penrith Christian School |
| Emmanuel Anglican College | Sapphire Coast Anglican College |
| Emanuel School | St Columba Anglican School |
| German International School | St George Christian School |
| Hunter Christian School | St Paul's Grammar School, Penrith |
| Hunter Valley Grammar School | St Pauls College |
| Illawarra Christian School | St Peter's Anglican College |
| Illawarra Grammar School | St Philips Christian School |
| Inaburra School | Sutherland Shire Christian School - Non Union |
| International Grammar School Sydney Ltd | Tamworth Anglican School |
| Kamaroi Rudolf Steiner School | Tara Anglican School |
| Kings School | William Branwhite Clarke College |
| Korowal School | |
| Lindisfarne Anglican School | |

NSW Independent School Maintenance Staff Agreements

| | |
|---|--|
| All Saints' College Bathurst | Mount Annan Christian College |
| Armidale School | Newington College |
| Bishop Druitt College | Northholm Grammar School |
| Bishop Tyrell Anglican College | Pared Limited |
| Blue Moutains Grammar School | Sapphire Coast Anglican College |
| Blue Moutains Christian School | St Columba Anglican School |
| Emanuel School | St George Christian School |
| Hunter Valley Grammar School | St Paul's Grammar School, Penrith |
| Hunter Christian School | St Pauls College |
| Illawarra Grammar School | St Peter's Anglican College, Broulee |
| Inaburra School | St Philips Christian School |
| International Grammar School Sydney Ltd | Sutherland Shire School |
| Kings School | Tamworth Anglican School |
| Lindisfarne Anglican School | Tara Anglican School |
| Macarthur Anglican School | William Branwhite Clarke College Council |
| Manning Valley Anglican College Council | Winifred West Schools |
| Masada College | |

Independent School Boarding House Staff Agreements

The Kings School
St Paul's College
St Vincent's College Limited
Tamworth Anglican College
Winifred West Schools Limited

(b) Victoria

Victorian Catholic Schools and Catholic Education Offices Certified Agreement (2004-2007)

| | |
|------------------------|--------------------------|
| Aitken College | Holy Trinity, Mildura |
| Alphington Grammar | St John's, Portland |
| Bacchus Marsh Grammar | Victory, Wodonga |
| Ballarat and Clarendon | Luther, Croydon |
| Ballarat Grammar | Good Shepherd, Hamilton |
| Bialik | Mentone Girls' Grammar |
| Billanook | MLC |
| Braemar College | Mount Scopus |
| Camberwell Girls' | Mowbray |
| Carey Grammar | Melbourne Language |
| Cathedral College | Melbourne Girls' Grammar |
| Christ the King | Newhaven |
| Eltham College | Overnewton |
| Embassy | Penleigh and Essendon |
| Fintona | PLC |
| Firbank | Plenty Valley Montessori |
| Geelong Grammar | Preshil |
| Gippsland Grammar | Ruyton |
| Girton Grammar | Shelford Girls' |
| HTAV | St Catherine's |
| Kardinia | St Anthony's Coptic |
| Kilmore International | St Leonard's |
| Kilvington | St Margaret's School |
| Knox College | St Mary's Coptic |
| Korowa | St Michael's |
| Lauriston | St Paul's, Warragul |
| Life Education | Stotts |
| Longerenong College | Strathcona |
| Lowther Hall | Taylor's |
| Luther College | The King David |
| Lutheran Schools | Tintern |
| Good Shepherd, Croydon | Westbourne |
| St John's Geelong | Yarra Valley |
| Trinity, Horsham | |

(c) WA

Chrysalis Teachers CA 170LK
Chrysalis Teacher Assistants CA 170LK
Swan Christian Education Association Non-Teaching Staff CA 170LK
Swan Christian Education Association Teachers CA170LK
Embassy College Teachers CA 170LJ
Taylors College Teachers CA 170LJ
St Hilda's Non-Teaching Staff CA 170LK

(d) SA

Tyndale Christian School Collective Workplace Agreement 2006
Westminster School Inc Teaching Staff Collective Agreement 2007
Westminster School Inc School Assistants Collective Agreement 2006
Eynesbury Academy of English Agreement 2007
CELUSA Agreement 2007

4.. Preserved State Agreements

(a) SA

SA Catholic Schools Enterprise Agreement 2006
Lutheran Schools Enterprise Agreement 2005
Anglican Church of Australia Collegiate School of Saint Peter, Ancillary-Staff Enterprise Agreement 2006
Annesley College Enterprise Agreement 2005
Autism Association of South Australia Inc, Enterprise Agreement 2004
Bethany Christian School Inc Enterprise Agreement 2005
Bethesda Christian College Teachers Enterprise Agreement 1997
Cora Barclay Centre Inc., Enterprise Agreement 2003
Craigmore Christian School and Affiliated Campuses Enterprise Agreement 2003
Educational Services Enterprise Agreement 2005
Family Life Association of South Australia Incorporated, Staff, Enterprise Agreement 2006
Family Life Association of South Australia Incorporated, Director, Enterprise Agreement 2006
Harvest Christian School Enterprise Agreement 2005
Horizon Christian School Enterprise Agreement 1997
Investigator College Enterprise Agreement 2005
Kings Baptist Grammar School Enterprise Agreement 2005
Kirinari Community School Inc. Enterprise Agreement 2005
Massada College Enterprise Agreement 2005
Mount Barker Waldorf School, A School for Rudolf Steiner Education, Enterprise Agreement for Grounds Staff 2006
Mount Barker Waldorf School, A School for Rudolf Steiner Education, Enterprise Agreement for Maintenance Staff 2006
Mount Barker Waldorf School, A School for Rudolf Steiner Education, Enterprise Agreement for School Assistants 2006
Mount Barker Waldorf School, A School for Rudolf Steiner Education, Enterprise Agreement for Teachers 2004
Murraylands Christian College Inc Enterprise Agreement 2002
Pedare Christian College Enterprise Agreement 2005
Pembroke School Inc Enterprise Agreement 2005
Portside Christian School Inc. Enterprise Agreement 2005

Prince Alfred College Enterprise Agreement 2005
Pulteney Grammar School Enterprise Agreement 2005
Scotch College Adelaide Teachers and Education Support Officers Enterprise Agreement 2006-2007
Scotch College Grounds Development and Maintenance Staff Enterprise Agreement 2006
Seymour College Inc Enterprise Agreement 2005
Southern Montessori Education Centre Inc. Enterprise Agreement 2005
Southern Vales Christian College Inc. Enterprise Agreement 2005
St Andrews School (Teachers) Enterprise Agreement 2005
St Andrews School (School Assistants) Enterprise Agreement 2005
St George College Enterprise Agreement 2006
St John's Grammar School Inc Enterprise Agreement 2005
St Peters College Enterprise Agreement 2005
St Peters Collegiate Girls School Enterprise Agreement 2005
St. Peters Woodlands Grammar School Inc. Enterprise Agreement 2005
Suneden Special School Enterprise Agreement 2004
Sunrise Christian School Enterprise Agreement 2005
Temple Christian College Enterprise Agreement 2001
Hills Christian Community School Inc. Enterprise Agreement 2005
Hills Montessori School Inc. Enterprise Agreement 2006
Torrens Valley Christian School Enterprise Agreement 2005
Trinity College Gawler Incorporated Enterprise Agreement 2005
Walford Anglican School for Girls Enterprise Agreement 2005
Westminster School Maintenance Staff Enterprise Agreement 2005
Whyalla Christian School Inc. Enterprise Agreement 2001
Wilderness School Enterprise Agreement 2005
Willunga Waldorf School for Rudolf Steiner Education Inc. Enterprise Agreement for Teachers and School Assistants 2004
Woodcroft College Enterprise Agreement 2005

(b) WA

Anglican School's Commission Non Teaching EBA
Anglican School's Commission Teachers EBA
Beaufort College EBA
Beehive Montessori School Teachers EBA
Bunbury Cathedral Grammar School Non-Teaching Staff EBA
Bunbury Cathedral Grammar School Teachers (EBA)
Carey Baptist College Teachers EBA
Christ Church Grammar School Non-Teaching Staff EBA
Christ Church Grammar School Teachers EBA
Culunga Aboriginal College EBA
Guildford Grammar Teachers EBA
Hale School Non-Teaching Staff EBA
Hale School Teachers EBA
Karrayili Teachers EBA
Kingsway Christian College Non-Teaching Staff EBA
Kingsway Christian College EBA (Teachers & Ed Assistants) EBA
Kulkariya Teachers EBA
Lake Joondalup Baptist College Teachers EBA
Lance Holt Teachers EBA
Lake Joondalup Baptist College Non-Teaching Staff EBA

Lutheran Schools WA EBA (all staff)
Methodist Ladies College Non-Teaching Staff EBA
Methodist Ladies College Teachers EBA
Moerlina School Teachers EBA
Murdoch College Teachers EBA
Nyindamurra Teachers EBA
Penrhos College Non-Teaching Staff EBA
Penrhos College Teachers EBA
Perth College Teachers EBA
Perth Montessori School EBA(Teachers, Ed Assistants, Admin & Technical Officers)
Presbyterian Ladies College Teachers EBA
Quintilian School EBA(all staff)
Rawa Community School Teachers EBA
Regent College EBA (all staff)
Rehoboth College Teachers EBA
Scotch College Teachers EBA
Scotch Non-Teaching Staff EBA
St Andrews Greek Orthodox Grammar School (all staff) EBA
St Hilda's Anglican Girls School EBA (Teachers and Ed Assistants)
St Mary's Anglican Girl's School Teachers EBA
Telethon Speech and Hearing Centre EBA
(all staff)
Tranby College (all staff) EBA
Wesley College Teachers EBA
Yiyili Teachers EBA

Catholic School's State Agreements

NON-TEACHING AGREEMENT:

The Roman Catholic Bishop of Bunbury Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Archbishop of Perth Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Archbishop of Perth Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Bishop of Bunbury Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Archbishop of Perth Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Sisters of Mercy Perth (Amalgamated) Inc. Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Sisters of Mercy West Perth Congregation Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Archbishop of Perth Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Bishop of Broome Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Bishop of Bunbury Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Archbishop of Perth Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Archbishop of Perth Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Archbishop of Perth Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Bishop of Bunbury Non-Teaching Staff Enterprise Bargaining Agreement, 2006
WA Norbertine Canons Inc. Non-Teaching Staff Enterprise Bargaining Agreement, 2006
The Roman Catholic Archbishop of Perth Non-Teaching Staff Enterprise Bargaining Agreement, 2006

TEACHING AGREEMENT:

Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 2 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 3 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 4 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 5 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 6 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 7 of 2006

Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 8 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 9 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 10 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 11 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 12 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 13 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 14 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 15 of 2006
Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 16 of 2006

Attachment B - Extract from Industrial Relations Act, 1999 (Qld)

[Dealing with an application by an employee to either work on a part time basis or to extend their maternity leave.]

“29D Employer to give proper consideration to application for extension or part-time work

- (1) In deciding whether to agree to an application for an extension of the period of parental leave under section 29A or an application to return to work on a part-time basis under section 29B, the employer must consider the following -
 - (a) the particular circumstances of the employee that give rise to the application, particularly circumstances relating to the employee’s role as the child’s caregiver;
 - (b) the impact refusal of the application might have on the employee and the employee’s dependants;
 - (c) the effect that agreeing to the application would have on the conduct of the employer’s business, including, for example -
 - (i) any additional cost the employer would incur; and
 - (ii) the employer’s capacity to reorganise work arrangements; and
 - (iii) the availability of competent replacement staff; and
 - (iv) any loss of efficiency in the conduct of the employer’s business; and
 - (v) the impact of the employee’s absence or temporary absence on the delivery of customer service.
- (2) The employer must not unreasonably refuse an application under section 29A or 29B.
- (3) The employer must advise the employee, in writing, of the employer’s decision -
 - (a) if the application is for an extension of short parental leave or short adoption leave - as soon as possible after receiving the application but before the short parental leave or short adoption leave ends; or
 - (b) for any other application - within 14 days after receiving the application.
- (4) If the employer refuses the application, the employer must provide the employee with written reasons for refusing the application.”