



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Christ College Trust T/A Launceston Church Grammar School
(AG2022/23)

LAUNCESTON CHURCH GRAMMAR SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 1 JANUARY 2022 - 31 DECEMBER 2022

Educational services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 24 FEBRUARY 2022

Application for approval of the Launceston Church Grammar School (Teachers) Enterprise Agreement 1 January 2022 - 31 December 2022

[1] Christ College Trust T/A Launceston Church Grammar School (the Employer) has made an application for approval of an enterprise agreement known as the *Launceston Church Grammar School (Teachers) Enterprise Agreement 1 January 2022 - 31 December 2022* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The copy of the NERR provided to employees refers to the Agreement as the *Launceston Church Grammar School (Teachers) Enterprise Agreement*, however, clause 1 of the Agreement provides that the name of the Agreement is the *Launceston Church Grammar School (Teachers) Enterprise Agreement 1 January 2022 – 31 December 2022*. The Employer provided submissions as to this error on 17 February 2022. I am satisfied having regard to those submissions and the Full Bench decision in *Huntsman Chemical Company Australia Pty Ltd T/A RMAX Rigid Cellular Plastics & Others*¹ (Huntsman) that this constitutes a minor technical or procedural error for the purposes of s 188(2)(a) of Act. Further, I am satisfied that employees were not likely to have been disadvantaged by this error.

[3] Accordingly, notwithstanding the matters identified in paragraph [2] above, I am satisfied that the Agreement has been genuinely agreed within the meaning of s 188(2).

[4] On the basis of the material contained in the application, and the accompanying statutory declaration and the additional information provided by the Employer, I am satisfied that each of the requirements of ss 186, 187, and 188 as are relevant to this application for approval have been met.

¹ [2019] FWCFB 318

[5] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[6] The Agreement was approved on 24 February 2022 and, in accordance with s 54, will operate from 3 March 2022. The nominal expiry date of the Agreement is 31 December 2022.



DEPUTY PRESIDENT

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Launceston Grammar

EST. 1846

LAUNCESTON CHURCH GRAMMAR SCHOOL TEACHERS ENTERPRISE AGREEMENT

1 JANUARY 2022 – 31 DECEMBER 2022

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PART 1 APPLICATION AND OPERATION

1. TITLE

This Agreement will be known as the Launceston Church Grammar School (Teachers) Enterprise Agreement 1 January 2022 – 31 December 2022, referred to throughout this document as “the Agreement” or “this Agreement.”

2. SCOPE

This Agreement will apply to Launceston Church Grammar School in respect of the employment of teachers. Refer [sub-clause 3\(B\)](#) below.

3. PARTIES BOUND

This Agreement will be binding upon:

- (A) Christ College Trust trading as Launceston Church Grammar School and its Board, 36 Button Street, Mowbray Heights, Tasmania (the Employer).
- (B) Teachers employed by the Employer at Launceston Church Grammar School under the scope of the Award, the Educational Services (Teachers) Award 2020 – MA000077, referred to throughout this Agreement as “the Award”.

4. SUPERSESSION

This Agreement incorporates and supersedes all pre-existing arrangements dealing with the matters covered by this Agreement.

PROVIDED THAT no right, obligation or liability incurred or accrued under the pre-existing arrangements will be affected by the supersession.

5. DATE AND OPERATION

This Agreement will be effective 7 days after the date it is approved by the Fair Work Commission, and will expire on 31 December 2022.

6. DEFINITIONS AND INTERPRETATION

Terminology used throughout this Agreement is consistent with [clause 2](#) of the Award.

The following definitions apply in addition to those prescribed by the Award.

Act means the [Fair Work Act 2009](#) (Cth) as amended.

Appropriate registration means:

- (A) Registration, or
- (B) Provisional Registration, or

- (C) a Limited Authority to Teach, which is
- (D) issued by the Tasmanian Teacher's Registration Board allowing the registrant to legally teach in a Tasmanian school.

Award means the [Educational Services \(Teachers\) Award 2010 – MA000077](#)

employee means a person employed by the Employer as a teacher at Launceston Church Grammar School.

Employer means the Christ College Trust trading as Launceston Church Grammar School.

Fortnightly cycle means a term-time fortnight, which comprises a cyclical timetable of Weeks A and B in that order over the duration of a calendar year.

Head of School means the employee appointed by the Employer as the most senior leadership position in the School. The Head of School may also be known as the Headmaster, Principal or Chief Executive Officer. Throughout this Agreement, where the Head of School is referenced, this includes his or her appointed delegate.

Junior Campus employee means a teacher who teaches one of, or across, Early Learning to Year 6. Where a teacher teaches at both the Senior and Junior campuses the allocation of his or her teaching time at each campus will be determined and the respective conditions of employment applied proportionately.

NES means the National Employment Standards provided for in [Part 2-2](#) of the *Fair Work Act 2009* (Cth).

Non-teaching time means the balance of a teacher's work time other than his or her teaching time, calculated on an annual basis.

School means Launceston Church Grammar School.

Senior Campus employee means a teacher who teaches one of, or across, Years 7 to 12. Where a teacher teaches at both the Senior and Junior campuses the allocation of his or her teaching time at each campus will be determined and the respective conditions of employment applied proportionately.

Teacher means a person who holds appropriate registration from the Tasmanian Teacher's Registration Board and is employed by the Employer at the School under the terms of this Agreement.

Teaching time means the time a teacher devotes in the fortnightly cycle to the activities set out in [sub-clause 25.3](#) of this Agreement.

7. RELATIONSHIP TO THE AWARD AND THE NES

The NES are provided for in [Part 2-2](#) of the Act.

- (A) This Agreement incorporates the Educational Services (Teachers) Award 2010 – MA000077, as in force from time to time.
- (B) To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award, this Agreement will override the Award term or condition.
- (C) Where this Agreement is silent on a particular matter the relevant terms of the Award will apply.
- (D) Where this Agreement and the Award are silent on a particular matter the relevant terms of the NES will apply.
- (E) The NES provisions cannot be diminished by this Agreement (or any other form of agreement).

Where a clause or sub-clause of the Award is varied or does not apply, this is detailed at the commencement of the relevant clause. Where there is an unintentional diminution of a relevant provision of the NES by a provision of this Agreement, the NES provision will apply to the extent of the diminution.

8. ACCESS TO THE AWARD AND THE NES

[Clause 3.3](#) of the Award applies to this Agreement with no variation.

9. THE NES AND THE AWARD

[Clause 3.1](#) of the Award is replaced by [clause 7](#) of this Agreement.

10. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

[Clause 5](#) of the Award is replaced with the following:

10.1 GENERAL PROVISIONS

The Employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:

- (A) The arrangement deals with one or more of the following matters:
 - (i) arrangements for when the work is performed; or
 - (ii) overtime rates; or
 - (iii) penalty rates; or
 - (iv) allowances; or
 - (v) annual leave loading; and
- (B) the arrangement meets the genuine needs of the Employer and the employee in relation to one or more of the matters mentioned in paragraph (A) and

- (C) the arrangement is genuinely agreed to by the Employer and the employee without coercion or duress.

10.2 LAWFUL AGREEMENT AND BETTER OFF OVERALL

The Head of School must ensure that the terms of the individual flexibility arrangement:

- (A) are about permitted matters under [section 172](#) of the Act; and
- (B) are not unlawful terms under [section 194](#) of the Act; and
- (C) result in the employee being better off overall than the employee would be if no arrangement was made.

10.3 AGREEMENT REQUIREMENTS

The Head of School must ensure that the individual flexibility arrangement:

- (A) is in writing; and
- (B) includes the name of the School and the employee; and
- (C) is signed by the Head of School and the employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and
- (D) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (E) states the day on which the arrangement commences.

10.4 DOCUMENTATION

The Head of School must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

10.5 TERMINATION

The Head of School or the employee may terminate the individual flexibility arrangement:

- (i) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (ii) if the Head of School and the employee agree in writing – at any time.

11. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is:

- (A) To maintain and improve the productivity, efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will increase the performance of the School and offer secure, worthwhile and fulfilling employment for teachers.
- (B) To adopt a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School.
- (C) To develop an environment of continuous improvement conducive to a flexible work organisation that is able to respond to changing demands in education.
- (D) To develop management systems and work practices capable of assuring all stakeholders of the quality of the School's services.
- (E) To maintain the School as a provider of services to the community through the continued awareness of increasing pressures on operating costs and encouragement of optimum resource usage.
- (F) To maximise the learning outcomes for students, through quality teaching.
- (G) To share equitably the benefits of enhanced service delivery among teachers and the School community.
- (H) To ensure the continuation of the stable industrial relations framework that exists in the School.

12. AGREEMENT VARIATIONS

Any proposal to vary this Agreement will be in accordance with the process set out in [sections 207 – 227](#) of the Act.

13. JOB SECURITY

The parties to the Agreement are committed to job security for teachers.

PART 2 CONSULTATION AND DISPUTE RESOLUTION

14. CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

14.1 GENERAL PROVISIONS

[Clause 29](#) of the Award is replaced with the following:

- (A) If the Employer makes a definite decision to make a major change to production, program, organisation, structure or technology that is likely to have significant effects on employees, the Employer must:
- (i) notify the relevant employees of the decision to introduce the major change; and

(ii) paragraphs [\(B\)](#) to [\(H\)](#) of this sub-clause apply.

- (B) The relevant employees may appoint a representative for the purposes of the procedures in this clause.

- (C) If:

(i) a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation; and

(ii) the employee or employees advise the Head of School of the identity of the representative.

the Employer must recognise the representative.

- (D) As soon as practicable after making its decision, the Head of School must:

(i) discuss with the relevant employees:

(1) the introduction of the change; and

(2) the effect the change is likely to have on the employees; and

(3) measures the School is taking to avert or mitigate the adverse effect of the change on the employees; and

(ii) for the purposes of this discussion – provide, in writing, to the relevant employees:

(1) all relevant information about the change including the nature of the change proposed; and

(2) information about the expected effects of the change on the employees; and

(3) any other matters likely to affect the employees.

- (E) However, the School is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (F) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (G) If a term in this Agreement provides for a major change to production, programme, organisation, structure or technology in relation to the enterprise of the School; the requirements set out in paragraph [\(A\)\(i\)](#), paragraphs [\(B\)](#) and [\(D\)](#) of this sub-clause are taken not to apply.
- (H) In this clause, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

14.2 CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

[Clause 30](#) of the Award is replaced as follows:

- (A) If the Employer proposes to change the regular roster or ordinary hours of work of an employee
 - (i) the Employer must notify the relevant employees of the proposed change; and
 - (ii) paragraphs [\(B\)](#) to [\(I\)](#) of this sub-clause apply.
- (B) For the purposes of this clause, where the School's educational timetable in respect of academic classes and student activities:
 - (i) operate on a term, semester or a school year basis; and
 - (ii) ordinarily changes between one period of operation and the next, or
 - (iii) may change during the period of operation

it is not a regular roster and any change does not constitute a change to ordinary hours of work.

(C) However, where a change to the School's educational timetable directly results in a change to:

- (i) the number of ordinary hours of work of an employee, or
- (ii) the spread of hours over which an employee's ordinary hours are required to be worked, or
- (iii) the specific days over which an employee is required to work

then paragraphs [\(D\)](#) to [\(I\)](#) of this sub-clause will apply.

(D) The relevant employees may appoint a representative for the purposes of the procedures in this clause.

(E) If:

- (i) a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation; and
- (ii) the employee or employees advises the Head of School of the identity of the representative;

the School must recognise the representative

(F) As soon as practicable after proposing to introduce the change, the Employer must:

- (i) consult with the relevant employee or employees about the introduction of the change; and
- (ii) for the purposes of the consultation – provide to the relevant employee or employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the School reasonably believes will be the effects of the change on the employee or employees; and
 - (3) information about any other matters the School reasonably believes are likely to affect the employee or employees; and
- (iii) invite the relevant employee or employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- (G) However, the School is not required to disclose confidential or commercially sensitive information to the relevant employee or employees.
- (H) The School must give prompt and genuine consideration to matters raised about the proposed change by the relevant employee or employees.
- (I) In this clause 14:

“**relevant employees**” means the employees who may be affected by a change referred to in sub-clauses [14.1\(A\)](#) or [14.2\(A\)](#).

14.3 CONSULTATIVE FORUM

The parties to this Agreement recognise the value of workplace consultation and will convene a consultative forum under its own terms of reference outside of this Agreement.

15. DISPUTE RESOLUTION

[Clause 31](#) of the Award is replaced with the following:

- (A) If a dispute relates to:
 - (i) a matter arising under the Agreement; or
 - (ii) the NES;this clause sets out procedures to settle the dispute.
- (B) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures set out in this clause.
- (C) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (D) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (E) The Fair Work Commission may deal with the dispute in two stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (1) arbitrate the dispute; and
 - (2) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of [sections 585 – 611](#) of the Act. Therefore, an appeal may be made against the decision.

- (F) While the parties are trying to resolve the dispute using the procedures in this clause:
 - (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an employee must comply with a direction given by the Head of School to perform other available work at the same workplace, or at another workplace, unless:
 - (1) the work is not safe; or
 - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (3) the work is not appropriate for the employee to perform; or
 - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (G) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

PART 3 TYPES AND TERMINATION OF EMPLOYMENT

16. TYPES OF EMPLOYMENT

16.1 EMPLOYMENT STATUS

[Sub-clause 8.1](#) of the Award applies with no variation.

16.2 TERMS OF ENGAGEMENT

[Sub-clauses 9.1, 9.2 and 9.3](#) of the Award are replaced with the following:

- (A) On appointment, the Head of School will provide an employee with a letter of appointment stating the classification and rate of salary applicable on commencement, the employee's face to face teaching load (other than a casual employee) and details of his or her co-curricular commitment (other than a casual employee).
- (B) In the case of a part-time employee, the letter of appointment will include the employee's teaching load expressed as a percentage of a full-time load in the School and that his or her co-curricular commitment will generally be, on balance, in the same proportion to his or her teaching load as that of a full-time teacher.
- (C) Where the Employer engages an employee on a fixed term basis, the letter of appointment will inform the employee of the reason the employment is fixed term, the date of commencement and the period of employment.

16.3 FULL-TIME EMPLOYMENT

[Clause 10](#) of the Award applies with no variation.

16.4 PART-TIME EMPLOYMENT

[Clauses 11.1 to 11.5](#) of the Award apply with no variation.

16.5 CASUAL EMPLOYMENT

[Clauses 12.1 to 12.3](#) of the Award are replaced as follows:

- (A) Casual employment means employment as defined in s.15A of the Act for a period of not more than four consecutive weeks, or four consecutive term weeks in the case of a teacher in the School.
- (B) A casual engagement may be extended by agreement between the teacher and the Employer provided the total period of the engagement does not exceed one (1) school term in the case of teachers in the School or a total of ten (10) weeks in any other case.
- (C) The rates of pay for a casual employee are contained in [sub-clause 20.5](#) of this Agreement.

16.6 FIXED TERM EMPLOYMENT

[Sub-clauses 13.1 to 13.2](#) of the Award apply with no variation.

17. TERMINATION OF EMPLOYMENT

[Sections 117](#) and [123](#) of the Act set out requirements for notice of termination by an employer. Sub-clause 17.1 of this Agreement provides a greater minimum period of notice than that generally required under the NES.

17.1 NOTICE OF TERMINATION BY THE EMPLOYER

[Sub-clause 32.1](#) of the Award is replaced with the following:

Subject to [sub-clause 18.11](#) of this Agreement, the employment of an employee (other than a casual employee) will not be terminated without at least seven (7) term weeks' notice (inclusive of the notice required under the NES), the payment of seven (7) weeks' salary instead of notice, or part notice and part payment instead of notice that the total weeks' notice and weeks' payment instead equal seven (7).

17.2 NOTICE OF TERMINATION BY THE EMPLOYER

[Sub-clause 32.2](#) of the Award does not apply to this Agreement.

17.3 NOTICE OF TERMINATION BY AN EMPLOYEE

[Sub-clause 32.3](#) of the Award applies with no variation.

17.4 JOB SEARCH ENTITLEMENT

[Sub-clause 32.4\(a\)](#) of the Award applies with no variation.

17.5 TAKING OF JOB SEARCH LEAVE

[Sub-clause 32.4\(b\)](#) of the Award applies with no variation.

17.6 EXCLUSIONS

[Sub-clause 32.5](#) of the Award applies with no variation.

17.7 STATEMENT OF SERVICE

[Sub-clause 32.6](#) of the Award is replaced with the following:

An employee will be entitled to a Statement of Service on the date of termination. Such a Statement of Service will contain at least the commencing and finishing dates of service and the duties performed whilst employed.

17.8 TERMINATION OF CASUAL EMPLOYMENT BY THE EMPLOYER

[Sub-clause 32.7](#) of the Award is replaced with the following:

On termination of casual employment, the employee will be entitled to a Statement of Service on the date of termination provided they have been employed for at least one (1) School term. Such a Statement of Service will contain the commencing and finishing dates of service and the duties performed whilst employed.

18. REDUNDANCY

This clause supplements the NES in so far as it deals with redundancy.

18.1 REDUNDANCY PAY

[Section 119](#) of the Act applies as follows:

(A) [Sections 119 \(1\)\(a\) & \(b\)](#) of the Act apply with no variation.

(B) [Section 119 \(2\)](#) of the Act is replaced with the following:

Depending on the duration of service, an employee whose employment is terminated by reason of redundancy in accordance with [paragraph 18.6\(A\)\(i\)](#) will be entitled to a compensatory payment of:

Employee's period of service with the Employer on Termination	Redundancy Pay
One year's service or less	Nil
More than one year's service but less than two years	4 weeks
Two years' service but less than three years	6 weeks
Three years' service but less than four years	8 weeks
Four years' service but less than five years	10 weeks
Five years' service but less than six years	12 weeks
Six years' service but less than seven years	14 weeks
Seven years' service but less than eight years	16 weeks
Eight years' service but less than nine years	18 weeks
Nine years' service but less than ten years	20 weeks
Ten years' service but less than eleven years	22 weeks
Eleven years' service but less than twelve years	24 weeks
Twelve years' service and over	26 weeks

PROVIDED THAT such termination payment, added to accrued annual leave, annual leave loading, long service leave payment and all other entitlements, is to be paid in a lump sum on the last day of employment.

18.2 VARIATION OF REDUNDANCY PAY FOR OTHER EMPLOYMENT OR INCAPACITY TO PAY

[Section 120](#) of the Act applies with no variation.

18.3 EXCLUSIONS FROM OBLIGATION TO PAY REDUNDANCY PAY

[Section 121](#) of the Act applies with no variation.

18.4 TRANSFER OF EMPLOYMENT SITUATIONS THAT AFFECT THE OBLIGATION TO PAY REDUNDANCY PAY

[Section 122](#) of the Act applies with no variation.

18.5 LIMITS ON THE SCOPE OF THIS CLAUSE

[Section 123](#) of the Act applies with no variation.

18.6 GENERAL PROVISIONS APPLICABLE TO FULL-TIME AND PART-TIME EMPLOYEES

(A) Full Redundancy

- (i) Where the Employer can substantiate with written evidence that the volume of work in any section of the School has diminished, the Head of School may, by written determination under his or her hand, indicate that in seven (7) term weeks' time the position occupied by an employee will be declared redundant.
- (ii) Where the provisions of paragraph [18.6\(A\)\(i\)](#) hereof are invoked, during the seven (7) term weeks' notice specified, the Head of School will use all endeavour to provide for the continuing employment of the employee by:
 - (1) consulting with other employing bodies to procure suitable alternative employment for the employee being retrenched;
 - (2) granting reasonable paid leave of absence to an employee being retrenched pursuant to this clause, to attend interviews for alternative employment;
 - (3) with the consent of the employee communicating with the Independent Education Union of Australia VIC/TAS, to ensure that, in determining the employee to be made redundant the criteria used were based on [paragraph 18.6\(A\)\(i\)](#) of this sub-clause.
- (iii) If alternative employment cannot be provided for, or gained by, the employee at the end of the seven (7) term weeks specified in [paragraph 18.6\(A\)\(i\)](#) hereof, the Head of School may terminate the services of the employee at that time. Such notice of termination will be in writing and will be accompanied by copies of all written evidence of endeavours to locate alternative employment.

- (iv) The employee will be entitled to at least a Statement of Service on the date of termination. Such Statement of Service will contain at least the commencing and finishing dates of service, the reason for termination of employment and the duties performed whilst employed.
- (v) An employee to whom, notice of termination due to redundancy has been given in accordance with [paragraph 18.6\(A\)\(i\)](#), will be released by the Head of School in order to commence alternative employment if written evidence is given of an absolute requirement to start the new employment prior to the expiration of seven (7) term weeks' notice provided in [paragraph 18.6\(A\)\(i\)](#).

(B) Partial Redundancy

Where the Head of School can substantiate with a detailed written statement that the volume of work in any section of the School has diminished to such an extent that a partial redundancy in working hours by an employee is necessary, the employee may agree to accept the partial redundancy or may, within one (1) month, elect to declare the whole position redundant in which case all the redundancy provisions expressed in this clause will apply. Where a partial redundancy is accepted, pro-rata compensatory payment will be made in accordance with the provisions of [sub-clause 18.1\(B\)](#).

18.7 ADDITIONAL PROVISIONS APPLICABLE TO PART-TIME EMPLOYEES

[Sub-clause 33.5](#) of the Award is replaced as follows.

- (A) Notwithstanding the conditions outlined in [sub-clause 18.6](#) of this Agreement, permanent part-time employees will be subject to the following additional conditions regarding redundancy.
 - (i) Redundancy conditions will not apply to a permanent part-time employee where the reduction in teaching time;
 - (1) in any one (1) calendar year is less than or equal to twenty percent (20%); or
 - (2) over any two (2) consecutive calendar years is less than or equal to thirty Percent (30%).
 - (ii) A record will be kept of the contract of employment worked by a part-time employee so that, in the event of redundancy, an average of the hours of his or her contract can be used to calculate his or her entitlement to a redundancy benefit.

18.8 TRANSFER TO LOWER PAID DUTIES ON REDUNDANCY

[Sub-clause 33.1](#) of the Award applies with no variation.

18.9 EMPLOYEE LEAVING DURING REDUNDANCY NOTICE PERIOD

[Sub-clause 33.2](#) of the Award applies with no variation.

18.10 JOB SEARCH ENTITLEMENT

[Sub-clause 33.3](#) of the Award applies with no variation.

18.11 INTERACTION OF THIS CLAUSE WITH CLAUSE 17 – TERMINATION OF EMPLOYMENT

[Sub-clause 33.4](#) of the Award is replaced as follows:

Where an employee's employment is terminated on the grounds of redundancy, the employee will be entitled only to the greater of;

- (A) notice of termination under [sub-clause 17.1](#); or
- (B) notice of termination and severance payments under the NES.

18.12 CAREER TRANSITION SERVICES

Where an employee is made redundant in accordance with the provisions of [clause 18](#) of this Agreement, the services of a recognised Career Transition Consultant (Outplacement Consultant) will be made available to the employee at the School's expense.

PROVIDED THAT the School's liability to provide such a service is limited to;

- (A) a maximum of one thousand dollars (\$1,000.00) per employee; or
- (B) provision of the service for a maximum period of three (3) calendar months from the date of the employee's termination;

whichever liability is reached first.

PART 4 MINIMUM WAGES AND RELATED MATTERS

19. CLASSIFICATIONS

19.1 DUTIES OF AN EMPLOYEE

[Sub-clause 14.1](#) of the Award applies with no variation but is read with application to, and in conjunction with, [clause 26](#) of this Agreement.

19.2 RECOGNITION OF PREVIOUS SERVICE

- (A) On appointment, an employee will be classified and placed on the appropriate level on the salary scale in [clause 20](#) of this Agreement, according to their qualifications and teaching experience. For the purpose of this Agreement, teaching experience does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.
- (B) For the life of this Agreement, [sub-clause 14.2\(b\)](#) of the Award in relation to progression is replaced by the following provisions and by [clause 21](#) of this Agreement:
- (i) Effective from the date of approval of this Agreement the commencing salary scale step for a newly employed teacher will be determined by reference to the teacher's qualifications, previous full-time teaching service and/or previous part-time teaching service as well as breaks in service (including periods of leave without pay).
 - (ii) The commencing salary step and annual salary will be detailed in the employee's letter of offer, which will be provided to the prospective employee as part of the engagement process.
 - (iii) In the event of a dispute the sub-clauses dealing with qualification entry levels and service progression contained in [clause 21](#) of this Agreement will be applied to determine the employee's correct commencing salary scale step.
- (C) In the case of a casual employee, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.
- (D) In the case of an early childhood/preschool teacher, the following will count as service:
- (i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
 - (ii) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;

- (iii) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- (iv) service as a diploma qualified childcare worker, at the rate of one year for every three years of service up to a maximum of four years.

19.3 EVIDENCE OF QUALIFICATIONS

[Sub-clause 14.3](#) of the Award applies with no variation.

19.4 PROGRESSION

[Sub-clause 14.4](#) of the Award is replaced by [clause 21](#) of this Agreement.

19.5 SENIOR CLASSROOM TEACHER (BAND 2)

In addition to the classifications provided for under [clause 14](#) of the Award, this Agreement provides for the classification of Senior Classroom Teacher (Band 2) as defined in this sub clause.

(A) Definition

A **Senior Classroom Teacher** is an exemplary teacher who has achieved the classification of Senior Classroom Teacher (Band 2) in accordance with the procedures set out in this clause.

The main role of a Senior Classroom Teacher (Band 2) is that of classroom teaching. With the attainment of this classification comes the expectation of an ongoing commitment and contribution to high quality education, maintenance of exceptional classroom teaching skills and special responsibilities associated with classroom excellence as mutually agreed in the application process.

(B) Eligibility

To be eligible to apply for appointment to the classification of Senior Classroom Teacher (Band 2), a teacher must:

- (i) be qualified as a four-year trained teacher as a minimum, and
- (ii) be employed in a full-time or part-time capacity, and
- (iii) be employed at salary scale step 5 or above at the time of his or her application [in order to take up appointment to Senior Classroom Teacher (Band 2) in the following year, if successful].

Note: A part-time teacher working less than 0.5 FTE may remain on salary scale step 6 for two (2) years. Part-time teachers in this situation may apply for the classification of Senior Classroom Teacher (Band 2) upon reaching salary scale step 5 and, if successful, will be able to take up the classification upon reaching salary step 6.

(C) Application Procedure

Applications will be made and assessed in accordance with the School Guide to Applicants for Senior Classroom Teaching Positions available for viewing in the Staff Manual.

PROVIDED THAT aspects of this procedure that are operational in nature may be varied by the Head of School as required.

PROVIDED FURTHER THAT aspects of this procedure that are linked to this Agreement may be varied in accordance with the procedures outlined in [clause 12](#) of this Agreement.

(D) Appointment Details

Successful applicants will be appointed to the classification from:

- (i) 1 January in the year following successful application; or
- (ii) where a teacher is unavailable or otherwise unable to take up the appointment on 1 January in the year following successful application, a date determined by negotiation between the Head of School and the teacher.

(E) Duration

Appointment to the classification of Senior Classroom Teacher (Band 2) will be for an initial period of three (3) years.

(F) Renewal

At the conclusion of the initial three (3) year appointment duration, as specified in [paragraph \(E\)](#) above, renewal of appointment will be subject to re-application and successful assessment during the third year of the appointment.

PROVIDED THAT a teacher who has attained the classification of Senior Classroom Teacher (Band 2) on or before 28 February 2013, will be exempt from the renewal process provided for in this sub-clause.

PROVIDED FURTHER THAT a teacher who is exempt from the renewal process outlined in this sub-clause will participate in an appraisal of their performance via the School Teacher Appraisal process available for viewing in the Staff Manual.

(G) Remuneration

A teacher who has successfully attained the classification of Senior Classroom Teacher (Band 2) is remunerated with a 4% premium over his or her relevant salary scale step.

The table below illustrates the effect of the premium on the eligible salary scale steps.

Note: ffppooa = first full pay period on or commencing after.

Salary Step	Rate ffppooca 1/3/2021 \$	SCT 4% \$	Rate ffppooca 1/3/2022 + 2.5% \$	SCT 4% \$
6	86,342	89,796	88,501	92,041
7	90,336	93,949	92,594	96,298
8	94,328	98,101	96,686	100,554
9	96,708	100,576	99,126	103,091
10	99,088	103,052	101,565	105,628
11	101,047	105,089	103,573	107,716
12	103,005	107,125	105,580	109,803

PROVIDED THAT [clause 20](#) of this Agreement; applies to this clause with no variation.

PROVIDED FURTHER THAT [clause 21](#) of this Agreement; applies to this clause with no variation.

(H) Special Responsibilities

Special responsibilities are those that will be undertaken to demonstrate a Senior Classroom Teacher's continued commitment and contribution to educational excellence. Examples of special responsibilities are contained in the School Guide to Applicants for Senior Classroom Teaching Positions available for viewing in the Staff Manual.

- (i) Responsibilities are discussed, defined and approved as part of the application process as set out in [sub-clause 19.5\(C\)](#) of this Agreement.
- (ii) Throughout the duration of the appointment to the Senior Classroom Teacher (Band 2) classification, the on-going relevance of the special responsibilities may be periodically reviewed by the Head of School, in consultation with the teacher's Head of Campus.
- (iii) Nothing prevents the teacher from seeking to review his or her special responsibilities during the course of his or her appointment to the classification of Senior Classroom Teacher (Band 2).

PROVIDED THAT where the teacher and the Head of School agree that the special responsibilities require amendment following a review process, these amendments will be provided in writing to both parties.

PROVIDED FURTHER THAT responsibilities that would normally attract a responsibility allowance are not considered appropriate

as special responsibilities, for the purposes of application to the Senior Classroom Teacher (Band 2) classification.

(I) Resignation of Appointment

Where a teacher chooses to resign from his or her appointment to the Senior Classroom Teacher (Band 2) classification, they are to provide the Head of School with 7 term weeks' notice in writing. In such circumstances the teacher's salary will be adjusted at the completion of the required notice, to the teacher's substantive salary scale rate.

PROVIDED THAT the substantive salary scale rate will be determined in accordance with [clause 21](#) of this Agreement as at the effective date of the resignation.

(J) Senior Classroom Teacher (Band 2) and Accrued Entitlements

For the purposes of calculating employee entitlements and benefits, the Senior Classroom Teacher (Band 2) payment is to be considered as part of the teacher's salary and must be taken into consideration when calculating employee entitlements, including leave, superannuation benefits, etc, but not annual leave loading in accordance with [clause 30](#) of this Agreement.

19.6 PROBATIONARY PERIOD FOR NEW TEACHERS

An employee in his or her first year of employment with the Employer, other than those engaged as a casual employee, will be required to successfully complete a period of probationary employment before being appointed to the permanent staff of the School.

(A) Teachers other than Replacement Teachers

The period of probationary employment will be completed in accordance with the following requirements:

- (i) In the process of engagement the employee will be provided with a statement of the ethical and professional expectations of the School, as detailed in the Staff Manual.
- (ii) The probationary period will be of six (6) months duration and will commence from the employee's first day of face to face teaching.
- (iii) As part of the engagement / probationary process the employee will;
 - (1) undertake the School's induction process;
 - (2) be included in the School's mentoring process for first year teachers; and
 - (3) meet with the Head of School.
- (iv) Where it is requested by a probationary employee he or she may, in conjunction with the Head of School complete an "interim

probationary performance appraisal.” As part of this process objectives may be developed to assist the employee in meeting the ethical and professional expectations of the School during the remainder of the probationary employment period. Where a probationary employee wishes to complete an “interim probationary performance appraisal” the request to do so must be made before three (3) months of his or her probation has elapsed.

- (v) Before the completion of his or her probationary period the employee will complete a “probationary performance appraisal” in conjunction with the Head of School. On completion of this appraisal the Head of School will either:
 - (1) appoint the employee to the permanent staff of the School. In such instances the Head of School will provide the employee with a letter of appointment; or
 - (2) terminate the employment of the employee.
- (vi) Any school holiday leave adjustment due to a commencing employee in his or her first year of employment will be dealt with in accordance with the Award.

(B) Replacement Teachers

Where an employee is employed as a replacement teacher and;

- (i) the period of appointment exceeds one (1) school term in duration; and
- (ii) it is the first time the employee has been employed by the Employer; or
- (iii) other than relief teaching, a period of five (5) years has elapsed since the employee’s last employment with the Employer;

the replacement teacher may be required by the Employer to successfully complete a period of probationary employment in accordance with the following requirements:

- (1) In the process of appointment the employee will be provided with a statement of the ethical and professional expectations of the School, as detailed in the Staff Manual.
- (2) The probationary period will be of a maximum of six (6) months duration and will commence from the employee’s first day of face to face teaching. The exact duration of the probationary period will be specified in the replacement employee’s letter of appointment.
- (3) As part of the engagement / probationary process the employee will;
 - undertake the School’s induction process;

- be included in the School’s mentoring process for first year teachers; and
 - meet with the Head of School.
- (iv) Before the completion of his or her first school term of employment, the employee will complete a “probationary performance appraisal” in conjunction with the Head of School. On completion of this appraisal the Head of School will either;
- (1) advise the employee in writing of his or her successful completion of the period of probationary employment; or
 - (2) terminate the employment of the employee.

PROVIDED THAT an employee’s successful completion of a period of probationary employment does not provide the employee with any right to permanent employment beyond the period of their replacement teacher appointment.

(C) Summary Dismissal of a Probationary Teacher

Nothing in this sub-clause will prevent the Head of School from terminating a probationary teacher’s employment at any time during the probationary period of employment where it can be demonstrated that;

- (i) the employee is consistently failing to meet the ethical and professional expectations of the School, or
- (ii) there is justification for summary dismissal in accordance with relevant provisions of the Act.

20. MINIMUM SALARY

20.1 SALARY RATES AND INCREASES

[Sub-clause 17.1](#) of the Award is replaced with the following:

The minimum salary payable per annum to a full-time employee will be determined in accordance with the provisions of [clauses 19](#) and [21](#) of this Agreement.

- (A) In 2022 a pay rise equal to 2.5% will be applied, subject to the provisions of paragraph (C) below.
- (B) During the life of this Agreement, salary increases will be applied from the first full pay period on or commencing after (ffppooa) 1 March in each year.
- (C) Salary will be paid fortnightly in arrears.
- (D) The salary increases for the duration of this Agreement are shown in the following table. Figures are exclusive of leave loading.

Salary Scale Steps	As at ffpoooca 1/3/2021		As at ffpoooca 1/3/2022, +2.50%	
	\$		\$	
Step 1	64,671		66,288	
Step 2	67,931		69,629	
Step 3	75,081		76,958	
Step 4	78,795		80,765	
Step 5	81,842		83,888	
Step 6	86,342	*89,796	88,501	*92,041
Step 7	90,336	*93,949	92,594	*96,298
Step 8	94,328	*98,101	96,686	*100,554
Step 9	96,708	*100,576	99,126	*103,091
Step 10	99,088	*103,052	101,565	*105,628
Step 11	101,047	*105,089	103,573	*107,716
Step 12	103,005	*107,125	105,580	*109,803

NOTE: * Refers to Senior Classroom Teacher figures derived from [sub-clause 19.5\(G\)](#) of this Agreement.

20.2 EARLY CHILDHOOD FULL-TIME EMPLOYEE PROVISIONS

[Sub-clause 17.2](#) of the Award does not apply to this Agreement.

20.3 CALCULATION OF WEEKLY RATE

[Sub-clause 17.3](#) of the Award applies with no variation.

The weekly rate of pay for an employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.

20.4 PART-TIME EMPLOYEES

[Sub-clause 17.4](#) of the Award is replaced with the following:

A part-time employee will be paid pro-rata, at the same rate as a full-time employee in the same classification, in accordance with the provisions of [sub-clause 16.4](#) of this Agreement.

20.5 CASUAL EMPLOYEES

[Sub-clause 17.5](#) of the Award is replaced with the following:

(A) Pay Rate

The salary rate payable to a casual employee will be:

- (i) determined in accordance with [clause 21](#) of this Agreement; and
- (ii) will not exceed that of a Band 1 Step 12 employee, unless the teacher is a permanent employee undertaking additional casual

work who has attained the Senior Classroom Teacher (Band 2) salary step; and

(iii) determined in accordance with [sub-clause 20.5\(B\)](#) below, with regard to teacher duties required for each period of engagement.

(B) Teacher Duties

A casual employee will be paid at the casual rate when engaged to undertake any of the teacher duties specified in [clause 25](#) of this Agreement.

(C) Rate Calculations – Casual Rate per Day

The minimum Daily Rate of pay for a casual employee undertaking teacher duties as prescribed in [sub clause 20.5\(B\)](#) herein will be calculated in accordance with the following formula:

$$\frac{\text{Teachers Classification Annual Salary Scale Step Rate}}{200}$$

PROVIDED THAT the Weekly Rate will equal the Daily Rate per Day multiplied by five (5).

(D) Calculation of Casual Rates for Junior Campus Casual Teachers

The Junior Campus Timetable is divided into five (5) blocks of uneven duration consisting of a morning block, long middle block, short middle block, long afternoon block and short afternoon block.

In accordance with the provisions of [sub-clause 20.5\(C\)](#), the salary payable to a casual teacher engaged to work at the Junior Campus will be calculated in accordance with the table below:

Full day (Morning, Middle & Afternoon Blocks)	100% of the Daily Rate, calculated in accordance with sub-clause 20.5(C)
Morning Block (2 hrs)	52% of the Daily Rate, calculated in accordance with sub-clause 20.5(C)
Long Middle Block (2 hrs)	52% of the Daily Rate, calculated in accordance with sub-clause 20.5(C)
Short Middle Block (1.50 hrs)	44% of the Daily Rate, calculated in accordance with sub-clause 20.5(C)
Long Afternoon Block (1.50 hrs)	44% of the Daily Rate, calculated in accordance with sub-clause 20.5(C)

Short Afternoon Block (1.00 hrs)	37% of the Daily Rate, calculated in accordance with sub-clause 20.5(C)
Morning and Long Middle Blocks (4.00 hrs)	84% of the Daily rate, calculated in accordance with sub-clause 20.5(C)
Morning and Short Middle Blocks (3.50 hrs)	76% of the Daily rate, calculated in accordance with sub-clause 20.5(C)
Middle and Afternoon Blocks (3.00 hrs)	68% of the Daily Rate, calculated in accordance with sub-clause 20.5(C)

PROVIDED THAT where a casual Junior Campus teacher is required to work only the Middle (Long or Short) or Afternoon (Long or Short) Blocks, attendance is not required for the recess and / or lunch breaks.

(E) Calculation of Casual Rates for Senior Campus Casual Teachers

In accordance with the provisions of [sub-clause 20.5\(C\)](#) the salary payable to a casual teacher engaged to work at the Senior Campus will be calculated in accordance with the table below:

6 lessons per day	100% of the weekly rate, calculated in accordance with sub-clause 20.5(C) , divided by 5
5 Lessons per day	85% of the weekly rate, calculated in accordance with sub-clause 20.5(C) , divided by 5
4 lessons per day	70% of the weekly rate, calculated in accordance with sub-clause 20.5(C) , divided by 5
3 lessons per day	55% of the weekly rate, calculated in accordance with sub-clause 20.5(C) , divided by 5
2 lessons per day	40% of the weekly rate, calculated in accordance with sub-clause 20.5(C) , divided by 5

PROVIDED THAT a full day at the Senior Campus, is the equivalent of teaching six (6) lessons on any given day. The Staff Manual provides details regarding the usual attendance requirements of Senior Campus employees.

PROVIDED FURTHER THAT a casual employee engaged to work at the Senior Campus, will be paid for a minimum of two (2) lessons on any given day.

20.6 ABSORPTION OF FAIR WORK COMMISSION WAGE RISES

- (A) The parties to this Agreement agree that any rise to the minimum Award rate handed down by Fair Work Commission, may be absorbed within the salary rates detailed in this Agreement.

PROVIDED THAT the salaries detailed in this Agreement will remain above the minimum Award rates.

- (B) Should a salary rate detailed in this Agreement fall below the corresponding minimum Award rate set by Fair Work Commission, the Agreement rate will be adjusted to match the Award rate.

21. SALARY PROGRESSION

21.1 GENERAL PROVISIONS

- (A) Rate of Progression

Effective from the date of approval of this Agreement, and subject to an employee's satisfactory service during the previous twelve (12) months, full-time and part-time employees with an FTE of 0.5 or more will progress at the rate of one (1) scale step in the teaching scale for each completed full school year of continuous service (as defined in this sub-clause). Part-time employees with an FTE of less than 0.5 will progress one (1) scale step in the teaching salary scale after every two (2) completed years of continuous service.

- (B) Special Conditions for Part-time Employees

Where the aggregate of a part-time employee's employment over any two (2) consecutive school years is equal to or more than one (1.00) FTE, the employee will be entitled to progress at the rate of one (1) scale step in the teaching salary scale for each of those years, subject to:

- (i) the employee's employment over each of the two (2) school years has been continuous (ie the employee will have completed two (2) x full school years of continuous service); and
- (ii) the satisfactory service of the employee over the period.

- (C) Definitions

For the purposes of this clause a **full school year of continuous service** is defined as a calendar year in which the employee is continuously employed for the duration of the school year. In addition, and also for the purposes of this clause, where a part-time or full-time employee proceeds on leave without pay during the course of the school year their FTE will be adjusted accordingly by application of the following formula.

$$\frac{\text{Employee's FTE} \times (\text{actual term weeks this school year} - \text{total term weeks leave w/o pay})}{1 \quad \text{actual term weeks this school year}}$$

Note: actual term weeks this school year and the total term weeks leave without pay will be calculated to two (2) decimal places.

The result of the calculation is the adjusted FTE figure to be used in determining the employee's rate of progression in accordance with the provisions of [sub-clauses 21.1 \(B\)\(i\)](#) and/or [21.1\(B\)\(ii\)](#) herein.

21.2 PROGRESSION TABLE

[Sub-clause 14.4](#) of the Award is replaced with the following:

- (A) For the duration of this Agreement, progression for employees will be in accordance with the following table and stated provisions.
- (B) In all cases, appointment to the Senior Classroom Teacher (Band 2) classification will be in accordance with sub-clause 19.3 of this Agreement.

As at fppooa 1 March 2022, Salaries and Scale								
Step	Salary \$		Unqualified	4YT	5YT**	4YT Hons	4YT + PG	5YT + PG
1	66,288		Y1+					
2	69,629							
3	76,958			Y1				
4	80,765			Y2	Y1	Y1		
5	83,888			Y3	Y2	Y2	Y1	Y1
6	88,501	▲92,041		Y4	SKIP	Y3	Y2	SKIP
7	92,594	▲96,298		Y5	Y3	Y4	Y3	Y2
8	96,686	▲100,554		Y6	SKIP	Y5	Y4	SKIP
9	99,126	▲103,091		SKIP	Y4	SKIP	SKIP	Y3
10	101,565	▲105,628		Y7	SKIP	Y6	Y5	SKIP
11	103,573	▲107,716		SKIP	Y5	SKIP	SKIP	Y4
12	105,580	▲109,803		Y8	Y6	Y7^	Y6	Y5

* Subject to application and satisfaction of Senior Classroom Teacher (Band 2) criteria.

^PROVIDED a 4YT honours graduate (either after four (4) or five (5) years of study), will receive a one (1) step advantage and will be eligible for immediate access to Senior Classroom Teacher (Band 2) upon reaching step 12.

****PROVIDED FURTHER** a 5YT teacher means a teacher who has teaching qualifications and who has completed 5 years of post-secondary training sufficient to satisfy the requirements for registration as a teacher. (Examples would include a 3-year undergraduate degree plus a Master of Teaching degree.)

NOTE: ▲ Refers to Senior Classroom Teacher figures derived from [sub-clause 19.5\(G\)](#) of this Agreement.

22. ALLOWANCES

22.1 DIRECTOR'S ALLOWANCE

[Sub-clause 19.2](#) of the Award applies with no variation.

22.2 LEADERSHIP ALLOWANCES

[Sub-clause 19.3](#) of the Award is replaced by [sub-clause 22.6](#) of this Agreement.

22.3 VEHICLE ALLOWANCE

[Sub-clause 19.4](#) of the Award is replaced with the following:

(A) Where an employee is required to travel by the Employer in the performance of his or her duties, the following provisions regarding the use of motor vehicles will apply:

- (i) In the first instance, the use of a School fleet vehicle is the preferred option.
- (ii) For an individual trip greater than 100km:
 - (1) Where the use of a School fleet vehicle is not an option, the use of a hire vehicle is the next preferred option.
 - (2) Alternatively, an employee may request the use of a private motor vehicle.

Where a hire vehicle is used:

The School will pay all costs associated with the hire of the vehicle.

Where a private motor vehicle is used, the following factors apply:

Driver's Licence – The employee must hold a current valid Australian driver's licence covering the period of approved use.

Registration – The vehicle is required to have a current certificate of registration covering the period of approved use.

Insurance – The employee is required to arrange adequate insurance cover for his or her private motor vehicle.

Reimbursement – The Employer will reimburse the employee at the rate of 40c per kilometre.

PROVIDED THAT the employee is required to provide to the Head of School satisfactory evidence of the factors listed above.

- (iii) For an individual trip less than 100km, where a private motor vehicle is used, reimbursement will be at the rate of seventy-eight

cents (78c) per kilometre, with a maximum payment of up to four hundred (400) kilometres per week (Monday to Sunday).

(B) Employer Provided Vehicles Assigned to Particular Roles

The Employer must pay all expenses including registration, running and maintenance where the Employer provides a motor vehicle which is used by an employee in the performance of the employee's duties.

22.4 UNIFORM / PROTECTIVE CLOTHING ALLOWANCE

(A) Where the Employer requires an employee to wear a uniform or protective clothing, which includes clothing and / or footwear, during the performance of the employee's duties, the Employer will;

- (i) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (ii) provide a uniform or protective clothing allowance of one dollar and twenty cents (\$1.20) per day up to a maximum of six dollars (\$6.00) per week and a laundry allowance of thirty cents (\$0.30) per day up to a maximum of one dollar and fifty cents (\$1.50) per week; or
- (iii) reimburse the employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of thirty cents (\$0.30) per day up to a maximum of one dollar and fifty cents (\$1.50) per week, if the Employer does not launder the items.

(B) An employee required to work in the rain will be supplied with adequate rainproof clothing.

22.5 OVERNIGHT ALLOWANCE

(A) Employees may be requested to accompany students on overnight excursions. Employees, other than specialist Outdoor Education Teachers who have a separate policy arrangement with the Employer, will be entitled to payment of an overnight allowance, in accordance with [sub-clause 22.5\(C\)](#) of this Agreement, per night when involved in overnight supervision of students (ie camps and excursions).

(B) In addition to the allowance, an employee who is required to be away from his or her home for any absence of three (3) consecutive nights or more will be entitled to the workday off immediately following his or her return to campus:

- (i) if this is a weekend or public holiday, the next available workday; or
- (ii) if the next available workday does not suit either the Employer or the employee, a day to be agreed by negotiation.

(C) This allowance will be increased annually in the same manner as the provisions contained in [sub-clause 20.1](#) of this Agreement.

Overnight Allowance	2021	2022 +2.5%
Rate per Night	\$57.42	\$58.85

22.6 RESPONSIBILITY ALLOWANCES

Employees appointed by the Head of School to carry out duties / responsibilities additional to those specified in clause 3 of this Agreement and [sub-clause 14.1](#) of the Award, will, in addition to his or her salary, be paid a responsibility allowance based on the skills required and the nature of the higher responsibilities or additional duties to be undertaken.

- (A) Each allowance level (with the exception of Level 1 which is 1%) is calculated on the basis of 2% of Step 12 of the salary scale. For example, a Level 6 allowance would be 10% of Step 12 of the salary scale. These allowances increase on the same operative dates that apply to salaries in accordance with [sub-clause 20.1](#) of this Agreement.
- (B) Allowances will only be paid while an employee undertakes the additional responsibilities. The responsibility allowance to be paid, the responsibilities to be undertaken, the duration of the responsibilities and the period of notice to be given if the responsibilities are to be changed or terminated will be set out in writing before the additional responsibilities commence.
- (C) Where an employee receiving a responsibility allowance, proceeds on approved paid leave the employee will continue to receive the responsibility allowance for the period of leave that falls within the agreed period of responsibility allowance appointment.
- (D) In the case of an employee assuming the duties of another employee for which a responsibility allowance is paid, the employee will be paid the appropriate responsibility allowance for that task, or part of that task, for the period of the temporary appointment.
- (E) The selection of the appropriate allowance level for a particular responsibility will be determined by the Employer's normal processes.
- (F) The degree of time release for a particular responsibility will be left to the discretion of the Head of School and will be determined by the Employer's normal processes.
- (G) Responsibility allowances will be available to any employee performing an additional responsibility where the period of appointment is ten (10) consecutive work days or more but less than a year [four (4) school terms] the allowance will be paid on a pro-rata basis in accordance with the following scales.
 - (i) One School Term $\frac{1}{4}$ of the annual allowance
 - (ii) Two School Terms $\frac{1}{2}$ of the annual allowance

(iii) Three School Terms $\frac{3}{4}$ of the annual allowance

(iv) Daily $\frac{1}{200^{\text{th}}}$ of the annual allowance

Where $200 = 40 \text{ term weeks} \times 5 \text{ days}$

- (H) All employees will be able to access a copy of the procedures for eligibility to the responsibility allowances. The Employer will determine the best format of access; for example, but not limited to electronic copies, hard copies or a combination of formats.
- (I) The procedures for accessing the responsibility allowance may be revised using the Employer's consultative processes. Employees affected by a revision of the procedures must be advised, individually, within seven (7) days of the change in procedure.
- (J) Service increments applying to an employee's salary in accordance with [clause 20](#) and [clause 21](#) of this Agreement will be taken into consideration and not absorbed into the total salary.
- (K) Notwithstanding the conditions outlined in [paragraph \(J\)](#), responsibility allowances are not to be considered a part of an employee's total salary, except for superannuation payments required by legislation and further responsibility allowances will not be included in the accrual of any leave entitlements.

(L) The annual responsibility allowance table is as follows:

Allowance Level	% of Step 12	As at ffppooca	As at ffppooca
		1/3/2021	1/3/2022 2.5%
		\$	\$
Level 1	1%	1,030	1,056
Level 2	2%	2,060	2,112
Level 3	4%	4,120	4,223
Level 4	6%	6,180	6,335
Level 5	8%	8,240	8,446
Level 6	10%	10,300	10,558
Level 7	12%	12,361	12,670
Level 8	14%	14,421	14,782
Level 9	16%	16,481	16,893
Level 10	18%	18,541	19,005
Level 11	20%	20,601	21,116

Note: ffppooca = first full pay period on or commencing after.

22.7 ADJUSTMENT TO EXPENSE RELATED ALLOWANCES

[Clause C.2.2 of Schedule C](#) of the Award applies with no variation.

23. PAYMENT OF SALARY

23.1 FREQUENCY OF SALARY PAYMENT

[Sub-clause 18.1](#) of the Award applies with no variation.

23.2 METHOD OF SALARY PAYMENT

[Sub-clause 18.2](#) of the Award applies with no variation.

23.3 PAYMENT ON TERMINATION OF EMPLOYMENT

[Sub-clause 18.3](#) of the Award applies with no variation.

23.4 REMUNERATION PACKAGING

(A) Purpose

This clause facilitates the provision of salary and benefit packages to employees whose employment is covered by this Agreement.

(B) Definitions

For the purpose of this sub-clause:

Benefits means the benefits selected by the employee from the benefits provided by the Employer.

Benefit(s) Value means the amount specified by the Employer as the cost to the Employer of the benefit(s) provided including fringe benefits tax and packaging fee, if any.

Fringe Benefits Tax means tax imposed by the [Fringe Benefits Tax Assessment Act 1986](#) (Cth).

Salary Sacrifice Benefits means the salary sacrifice benefits made available by the Employer from time to time but will include – superannuation contributions to the extent relevant legislation permits an employee to salary sacrifice superannuation, at or above the minimum level specified by the Employer. Contributions will be made in accordance with [clause 24](#) of this Agreement.

(C) Conditions of Employment

Except as provided by this clause, an employee must be employed;

- (i) at a salary based on the salary scale detailed in [clause 20](#) of this Agreement; and
- (ii) on terms and conditions not less than those prescribed in this Agreement; or
- (iii) where the terms and conditions are not covered by this Agreement, not less than those terms and conditions prescribed by the Award.

(D) Salary Packaging Offer

The Head of School may offer to provide, and the employee may agree in writing to accept;

- (i) the benefits selected by the employee from those made available by the Employer; and
- (ii) a salary equal to the difference between the benefit value and the salary which would have applied to the employee under [clause 20](#) of this Agreement in the absence of an agreement made under the provisions of this clause.

(E) Available Benefits

The benefits will be those made available by the Employer.

(F) Notification of Benefits Value

The Head of School must advise the employee in writing of the benefit value and any packaging fee that will apply before the employee and the School enter into an agreement pursuant to [paragraph \(D\)](#) of this sub-clause.

(G) Salary Adjustment Authorisation

The employee authorises the Head of School to make the appropriate adjustments to the employee's salary in [paragraph \(F\)](#) of this sub-clause, as a consequence of any change to a benefit(s) value or packaging fee that may apply.

(H) Taxation Liability

The employee is, and remains, liable to pay or reimburse the Employer for any fringe benefits tax, or any other tax, and any salary packaging fees imposed by the Employer (or a party acting under contract for the Employer) on any benefit provided to an employee under this sub-clause. Any such amounts included in the calculation of benefit value will be recognised as a contribution from the employee towards the liability imposed by this sub-clause.

(I) Calculation of Salary During Leave

Where, during the currency of an agreement entered into under [paragraph \(D\)](#) of this sub-clause;

- (i) an employee takes leave on full pay the employee will receive the benefits and salary referred to in [paragraph \(D\)](#) of this sub-clause;
- (ii) an employee who takes leave without pay is not entitled to any benefits during the period of leave;
- (iii) an employee who takes leave on less than full pay, the employee will receive;

(1) the benefits; and

(2) an amount of salary calculated by applying the formula:

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

where:

W = the salary determined under sub-Clause (C) of this section

P = the percentage of salary payable during the leave

B = the benefit value

A = the amount of salary

(J) Other Payments

Any other payment under this Agreement calculated by reference to the employee's salary, however described, and payable;

- (i) during employment; or
- (ii) on termination of employment in respect of untaken paid leave; or
- (iii) on death,

will be at the rate of pay which would have applied to the employee under [paragraph \(B\)](#) of this sub-clause, in the absence of an agreement under [paragraph \(D\)](#) of this sub-clause.

(K) Overpayments and Other Liabilities

Where, in relation to any packaging arrangement entered into between the Employer and an employee, an overpayment or any other liability occurs as a result of a mistake of fact;

- (i) the Employer will be entitled to reimbursement of any overpayment; and/or
- (ii) the employee will be responsible for any other liability incurred.

PROVIDED THAT where the reimbursement of any overpayment or liability is to be made by the employee to the Employer the repayment schedule will be determined by negotiation between the Head of School and the employee.

(L) Amount of Sacrifice

For the life of this Agreement, at the request of an employee with due consideration of their financial circumstances, the employee may elect to salary sacrifice any amount, to the benefits provided for in [paragraph \(E\)](#) of this sub-clause.

(M) Changes to Packages

Unless otherwise mutually agreed, an employee may only amend his or her salary packaging arrangements once in every twelve (12) month period and must provide the Employer's administration with two (2) pay cycle's notice of any changes.

(N) Cessation of Arrangements

Salary packaging arrangements under this sub-clause may be discontinued as follows;

- (i) by written notice of at least two (2) pay cycles from the employee; or
- (ii) on termination of the employee's employment; or

- (iii) if the Employer is unable to continue such arrangements; or
- (iv) if legislative changes prevent continuation of such arrangements.

(O) Independent Advice

The Employer makes no representation that the salary packages offered will be financially advantageous for the employee concerned. It is the Employer's expectation that employees will seek independent financial advice prior to entering into any salary packaging arrangement that may be offered by the Employer.

24. SUPERANNUATION

[Clause 20](#) of the Award applies with no variation.

PART 5 HOURS OF WORK AND RELATED MATTERS

25. HOURS OF WORK

25.1 ORDINARY HOURS OF WORK

[Clause 15](#) of the Award applies with no variation.

25.2 MAXIMUM TEACHING TIME

The allocated teaching time of a full-time teacher will be no more than 45 hours (2700 minutes) per fortnightly cycle unless otherwise agreed to in writing between the Head of School and the employee.

25.3 HOURS

- (A) An employee is required to undertake activities in three (3) prescribed areas, namely; teaching time, non-teaching time and duties.
- (B) The makeup and extent of the teaching time of an employee will be determined by the Head of School and will, subject to the requirements of [sub-clause 25.3\(C\)](#), be made up of any arrangement of all or some of the following:
 - (i) Timetabled face to face teaching time for the delivery of the formal curriculum.
 - (ii) Timetabled pastoral care time where such things as attendance is checked and information distributed.
 - (iii) Timetabled assemblies and/or Chapel services at which the employee's attendance is required.
 - (iv) Supervision time allowance included within an employee's allocated instructional load.
 - (v) Co-curricular responsibilities.
- (C) In allocating the teaching time of an employee in accordance with [sub-clause 25.3\(B\)](#) the Head of School must ensure:
 - (i) The total combined teaching time allocated for timetabled face to face teaching time, timetabled pastoral care time, timetabled assemblies and/or Chapel services and supervision time allowance for an employee does not exceed 2700 minutes (45 hours) in a fortnightly cycle, unless otherwise agreed to in writing by the Head of School and the employee.
 - (ii) The timetabled face to face teaching time of a Senior Campus employee does not exceed a total of 2070 minutes (34.5 hours) (excluding supervision time allowance) in a fortnightly cycle, unless otherwise agreed to in writing by the Head of School and the employee.

- (iii) The allocated co-curricular responsibilities of a full-time employee will be counted as 180 minutes (3 hours) of the teaching time in a fortnightly cycle, though it is recognised that the fortnightly time commitment will vary over the course of a teaching year.

As a guide, a full-time employee is required to undertake one (1) sport or activity each year involving an approximate time commitment of sixty (60) hours per annum. By agreement between the Head of School and the employee, a part-time employee may be required to participate in the co-curricular program on a proportionate basis (based on the part-time employee's FTE). Co-curricular activities are usually undertaken outside of school hours during term time.

PROVIDED THAT for the purpose of this clause, any additional activities voluntarily undertaken by an employee outside of his or her approved timetable will not be counted as teaching time.

- (D) Non-teaching time will include time scheduled for individual planning and preparation, and the time(s) allocated for this activity will be detailed in the employee's timetable.

The planning and preparation time allocated to a full-time employee will total 270 minutes (4.50 hours) in a fortnightly cycle, unless otherwise agreed to in writing by the Employer and the employee. Planning and preparation time for a part-time employee will be allocated on a proportionate basis, to the nearest lesson for a Senior Campus employee [refer [sub-clause 25.4\(B\)](#)], and in minutes for a Junior Campus employee [refer [sub-clause 25.5\(B\)](#)].

- (E) Duties are considered to be a normal and required part of the teaching role, though these duties are not counted as teaching time. These duties include:
 - (i) yard duty;
 - (ii) meetings
 - (1) collaborative planning;
 - (2) school, campus, department and / or team sanctioned meetings;
 - (3) behaviour management meetings;
 - (4) curriculum meetings.
 - (iii) camps and excursions;
 - (iv) professional learning;
 - (v) academic programme
 - (1) preparation, marking and student assessment;
 - (2) report writing;

- (vi) school programme
 - (1) House, cultural, social and sporting events;
 - (2) duties supporting the school's religious and/or philosophical ethos which do not form part of the timetable (e.g. Founders' Day Service, etc);
- (vii) school community liaison
 - (1) information evenings and / or sessions;
 - (2) parent/teacher/student meetings;
 - (3) open days;
- (viii) residential duties (for employees appointed to residential positions).

PROVIDED THAT the required time commitment for the duties outlined in [sub-clauses 25.3\(E\)\(i\)](#) and [\(E\)\(ii\)](#) should not, on average, exceed ten (10) hours per fortnight for a full-time employee. A part-time employee is expected to participate in these activities on a proportionate basis. (A part-time Junior Campus employee is expected to attend the Junior Campus staff meeting where the meeting takes place on a day he or she is rostered to work).

25.4 CALCULATION OF A SENIOR CAMPUS EMPLOYEE'S FTE

- (A) Calculating the FTE of a part-time Senior Campus employee involves the following three steps:
 - Step 1: Determine the total number of lessons allocated to the employee in the fortnightly cycle.
 - Step 2: Multiply the figure identified in Step 1 by 45. This figure is the employee's teaching time in minutes in any fortnightly cycle.
 - Step 3: Divide the figure identified in step 2 by 2700. This figure is the employee's FTE expressed as a percentage of the maximum teaching time for a full-time senior campus employee.
- (B) For the purpose of [sub-clause 25.4\(A\)](#) a lesson means any of the following:
 - (i) Timetabled teaching period(s) for the delivery of the formal curriculum.
 - (ii) Timetabled pastoral care period(s).
 - (iii) Timetabled assemblies or Chapel services at which the employee's attendance is required.
 - (iv) Timetabled planning and preparation period(s).

- (v) An employee's allocated fortnightly supervision time allowance in minutes \div 45.

In the case of [sub-clauses 25.4\(B\)\(i\)](#), [\(B\)\(ii\)](#) and [\(B\)\(iv\)](#) each lesson allocated will have a nominal value of forty-five (45) minutes.

25.5 CALCULATION OF A JUNIOR CAMPUS EMPLOYEE'S FTE

- (A) Calculating the FTE of a part-time Junior Campus employee involves the following two steps:

Step 1: Determine the total number of minutes teaching time the employee is timetabled for in the fortnightly cycle.

Step 2: Divide the figure identified in step 1 by 2700. This figure is the FTE of the employee expressed as a percentage of the maximum teaching time for a full-time Junior Campus employee.

- (B) For the purpose of [sub-clause 25.5\(A\)](#) teaching time means any of the following expressed in terms of minutes:
 - (i) Timetabled face to face teaching time for the delivery of the formal curriculum.
 - (ii) Timetabled assemblies or Chapel services at which the employee's attendance is required.
 - (iii) Timetabled planning and preparation time.
 - (iv) Timetabled pastoral care time.

25.6 LOADING FOR A PART-TIME SENIOR CAMPUS EMPLOYEE

In lieu of not being allocated regularly timetabled pastoral care periods the annual teaching salary of a part-time Senior Campus employee will be multiplied by a factor of 1.02.

PROVIDED THAT the application of this factor to the employee's salary will not, under any circumstances, be considered to increase the FTE of the employee, as calculated in accordance with the requirements of [sub-clause 25.4](#) herein.

PROVIDED FURTHER THAT for the purpose of this clause the annual teaching salary means the employee's pay scale step salary, based on the employee's FTE, and will not take into account any additional payments, such as responsibility allowances.

26. BREAKS

[Clause 16](#) of the Award is replaced with the following:

- (A) For the purpose of this clause additional duties will include, but may not be limited to; playground duties, meeting or co-curricular activities, or

similar activities undertaken during the School's recess or lunch time periods.

- (B) For the purpose of calculating an employee's total ordinary hours of work, in accordance with [clause 15](#) of the Award, additional duties will be counted as work time.

PROVIDED THAT additional duties will not be counted as work time, or work, in respect of [clause 20](#) of the Award. For clarity, the School's recess or lunch time periods will be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

27. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

[Clause 6](#) of the Award applies with no variation.

PART 6 LEAVE AND PUBLIC HOLIDAYS

28. ANNUAL LEAVE

[Clause 21](#) of the Award is replaced with the following:

- (A) Full-time and part-time employees who work a full year covered by the Award and this Agreement are entitled to four (4) weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with, school holiday leave.
- (B) Provided the provisions of [paragraph \(A\)](#) are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each calendar year during the life of this Agreement.

29. Pro-Rata Payment of Salary Inclusive of Annual Leave

[Clause 22](#) of the Award applies with no variation.

30. ANNUAL LEAVE LOADING

[Clause 23](#) of the Award is replaced with the following:

This clause supplements the NES which deals with annual leave.

- (A) An employee who has served throughout the school year is entitled to leave loading of 17.5% on four (4) weeks annual leave or pro-rata payment of leave loading based on their service during the school year. The leave loading will be paid:
 - (i) With the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.
 - (ii) On the termination of employment by either party.

(B) Calculation of Leave Loading

For the duration of this Agreement an employee's annual leave loading will be calculated on;

- (i) the employee's applicable salary scale step at the time of the payment; or
- (ii) the salary scale Step 12 at the time of making the payment; whichever is the lesser.

31. LONG SERVICE LEAVE

Long service leave will be accrued and paid in accordance with the [Long Service Leave Act 1976](#) (TAS), unless varied by the provisions of this clause.

31.1 LONG SERVICE LEAVE ENTITLEMENT AND ACCRUAL RATES

[Section 8](#) of the *Long Service Leave Act 1976* (TAS) does not apply to this Agreement and is replaced with the following:

- (A) For the life of this Agreement, an employee covered by this Agreement will be entitled to 10.4 weeks long service leave after the completion of eight (8) years continuous employment with the Employer.

Note: Continuous employment is defined by [section 5](#) of the *Long Service Leave Act 1976* (TAS) and, for the purpose of applying this clause, an individual employee's period of continuous employment will be determined in accordance with that section of the Act.

- (B) After completing eight (8) years continuous employment an employee will accrue further long service leave at the rate of 6.5 working days for each additional completed year of continuous employment (or pro-rata for part of a year).
- (C) An employee who has completed eight (8) years continuous employment is entitled;
- (i) to take long service leave in accordance with the provisions of this Agreement and the Employer's long service leave policy; or
 - (ii) be paid their accrued long service leave entitlement on termination of employment, provided that the termination is not due to serious and wilful misconduct.
- (D) An employee who has completed seven (7) years continuous employment, but has not completed eight (8) years' continuous employment, will be entitled to pro-rata long service leave calculated on the basis of 6.5 working days for each completed year of continuous employment or pro-rata for part of a year if;
- (i) the employee's employment is terminated on account of illness of such a nature to justify the termination of that employment; or
 - (ii) the employee's employment is terminated on account of incapacity or domestic or other pressing necessity of such a nature to justify the termination of that employment; or
 - (iii) the employee's employment is terminated by the Employer for any reasons other than serious and wilful misconduct.

31.2 MINIMUM AMOUNT OF LONG SERVICE LEAVE TO BE TAKEN

[Sub-section 12\(5\)](#) of the *Long Service Leave Act 1976* (TAS) does not apply to this Agreement and is replaced with the following:

The minimum amount of long service leave that can be taken by an eligible employee is one (1) term week or five (5) consecutive workdays exclusive of public holidays and weekends.

31.3 CALCULATION OF LONG SERVICE LEAVE PAYMENT

Long service leave payment will be calculated based on the employee's FTE and salary at the;

- (A) commencement of the period of long service leave; or
- (B) date of termination of employment.

32. PERSONAL/CARERS LEAVE AND COMPASSIONATE LEAVE

[Clause 24](#) of the Award refers to personal/carer's leave and compassionate leave being provided for in the NES and applies with the following:

[Sections 95 – 107](#) of the *Fair Work Act 2009* (Cth) describes the requirements for Personal/Carer's Leave and Compassionate leave.

32.1 PAID PERSONAL LEAVE

- (A) This sub-clause applies to Employees Other Than Casual Employees
[Section 95](#) of the Act applies to this Agreement with no variation.
- (B) Entitlement to Paid Personal/Carer's Leave
[Section 96](#) of the Act applies to this Agreement with no variation.
- (C) Taking Paid Personal/Carer's leave
[Section 97](#) of the Act applies to this Agreement with no variation.
- (D) Employee Taken Not to be on Paid Personal/Carer's Leave on Public Holiday
[Section 98](#) of the Act applies to this Agreement with no variation.
- (E) Payment for Paid Personal/Carer's Leave
[Section 99](#) of the Act applies to this Agreement with no variation.
- (F) Paid Personal/Carer's Leave Must Not Be Cashed Out Except in Accordance with Permitted Cashing Out Terms
[Section 100](#) of the Act applies to this Agreement with no variation.
- (G) Modern Awards and Enterprise Agreements May Include Terms Relating to Cashing Out Paid Personal/Carer's Leave
[Section 101](#) of the Act applies to this Agreement with no variation.

32.2 UNPAID CARER'S LEAVE

(A) Entitlement to Unpaid Carer's Leave

[Section 102](#) of the Act applies to this Agreement with no variation.

(B) Taking Unpaid Carer's Leave

[Section 103](#) of the Act applies to this Agreement with no variation.

32.3 COMPASSIONATE LEAVE

(A) Entitlement to compassionate leave

[Section 104](#) of the Act applies to this Agreement with no variation.

(B) Taking Compassionate Leave

[Section 105](#) of the Act applies to this Agreement with no variation.

(C) Payment for Compassionate Leave (Other Than for Casual Employees)

[Section 106](#) of the Act applies to this Agreement with no variation.

32.4 NOTICE AND EVIDENCE REQUIREMENTS

[Section 107](#) of the Act is replaced with the following:

(A) Notice

(i) An employee must give the Employer notice of the taking of leave under [clause 32](#) of this Agreement.

(ii) The notice must;

(1) be given to the Employer as soon as is reasonably practicable (which may be a time after the leave has started); and

(2) advise the Employer of the period, or expected period, of the leave.

(B) Evidence

(i) An employee who has given the Employer notice of the taking of leave under [clause 32](#) of this Agreement must, if required by the Employer, give the Employer evidence, that would satisfy a reasonable person that;

(1) if it is paid personal/carer's leave – the leave is taken for a reason specified in [sub-clause 32.1\(C\)](#) of this Agreement; or

- (2) if it is unpaid carer's leave – the leave is taken for permissible occasion in circumstances specified in [sub-clause 32.2\(B\)](#) of this Agreement; or
- (3) if it is compassionate leave – the leave is taken for a permissible occasion in circumstances specified in [sub-clause 32.3\(B\)](#) of this Agreement.

- (ii) An employee is not required to give evidence for the first two (2) consecutive days of leave, to a maximum of five (5) instances each calendar year.

(C) Compliance

An employee is not entitled to take leave under this clause unless the employee complies with [sub-clause 32.4](#) of this Agreement.

33. COMMUNITY SERVICE LEAVE

[Clause 26](#) of the Award refers to Community Service Leave being provided for in the NES and applies to this agreement with no variation.

[Sections 108 – 112](#) of the Fair Work Act 2009 (Commonwealth) describes the requirements for community service leave.

33.1 ENTITLEMENT TO BE ABSENT FROM EMPLOYMENT FOR ENGAGING IN ELIGIBLE COMMUNITY SERVICE ACTIVITY

[Section 108](#) of the Act applies to this Agreement with no variation.

33.2 MEANING OF ELIGIBLE COMMUNITY SERVICE ACTIVITY

[Section 109](#) of the Act applies to this Agreement with no variation.

33.3 NOTICE AND EVIDENCE REQUIREMENTS

[Section 110](#) of the Act applies to this Agreement with no variation.

33.4 PAYMENT TO EMPLOYEES (OTHER THAN CASUALS) ON JURY SERVICE

[Section 111](#) of the Act applies to this Agreement with no variation.

33.5 STATE AND TERRITORY LAWS THAT ARE NOT EXCLUDED

[Section 112](#) of the Act applies to this Agreement with no variation.

34. PUBLIC HOLIDAYS

34.1 PUBLIC HOLIDAYS ARE PROVIDED FOR IN THE NATIONAL EMPLOYMENT STANDARDS

[Sub-clause 28.1](#) of the Award refers to Public Holidays being provided for in the NES and applies with the following:

[Sections 114 – 116](#) of the Fair Work Act 2009 (Commonwealth) describes the requirements for Public Holidays.

34.2 ENTITLEMENT TO BE ABSENT ON PUBLIC HOLIDAY

[Section 114](#) of the Act applies to this Agreement with no variation.

34.3 MEANING OF PUBLIC HOLIDAY

[Section 115](#) of the Act applies to this Agreement with no variation.

34.4 PAYMENT FOR ABSENCE ON PUBLIC HOLIDAY

[Section 116](#) of the Act applies to this Agreement with no variation.

34.5 SUBSTITUTION OF PUBLIC HOLIDAYS

[Sub-clause 26.2](#) of the Award applies to this Agreement with no variation.

34.6 EASTER TUESDAY

Easter Tuesday will be a paid public holiday for all purposes of this Agreement.

35. PARENTAL LEAVE

Parental Leave is provided for in the NES. [Sections 67 – 85](#) of the *Fair Work Act 2009* (Cth) describes the requirements for Parental Leave and is supplemented by the additional clauses provided below.

35.1 GENERAL

- (A) General Rule – Employee Must Have Completed at Least 12 Months of Service

[Section 67](#) of the Act applies to this Agreement with no variation.

- (B) General Rule for Adoption-Related Leave – Child Must be Under 16 years

[Section 68](#) of the Act applies to this Agreement with no variation.

- (C) Transfer of Employment Situations in Which Employee is Entitled to Continue on Leave

[Section 69](#) of the Act applies to this Agreement with no variation.

35.2 PARENTAL LEAVE

- (A) Entitlement to Unpaid Parental Leave

[Section 70](#) of the Act applies to this Agreement with no variation.

- (B) The Period of Leave – Other Than for Members of an Employee Couple Who Each Intend to Take Leave

[Section 71](#) of the Act applies to this Agreement with no variation.

- (C) The Period of Leave – Members of An Employee Couple Who Each Intend to Take Leave

[Section 72](#) of the Act applies to this Agreement with no variation.

- (D) Pregnant Employee May Be Required to Take Unpaid Parental Leave Within 6 Weeks Before the Birth

[Section 73](#) of the Act applies to this Agreement with no variation.

- (E) Notice and Evidence Requirements

[Section 74](#) of the Act applies to this Agreement with no variation.

- (F) Extending Period of Unpaid Parental Leave – Extending to Use More of Available Parental Leave Period

[Section 75](#) of the Act applies to this Agreement with no variation.

- (G) Extending Period of Unpaid Parental Leave – Extending for Up To 12 Months Beyond Available Parental Leave Period

[Section 76](#) of the Act applies to this Agreement with no variation.

35.3 OTHER ENTITLEMENTS

- (A) Unpaid Special Maternity Leave

[Section 80](#) of the Act applies to this Agreement with no variation.

- (B) Transfer to a Safe Job

[Section 81](#) of the Act applies to this Agreement with no variation.

- (C) Paid No Safe Job Leave

[Section 81\(A\)](#) of the Act applies to this Agreement with no variation.

- (D) Employee on Paid No Safe Job Leave May Be Asked to Provide A Further Medical Certificate

[Section 82](#) of the Act applies to this Agreement with no variation.

- (E) Unpaid No Safe Job Leave

[Section 82\(A\)](#) of the Act applies to this Agreement with no variation.

- (F) Consultation with Employee on Unpaid Parental Leave

[Section 83](#) of the Act applies to this Agreement with no variation.

- (G) Return to Work Guarantee

[Section 84](#) of the Act applies to this Agreement with no variation.

- (H) Replacement Employees

[Section 84\(A\)](#) of the Act applies to this Agreement with no variation.

- (I) Unpaid Pre-Adoption Leave

[Section 85](#) of the Act applies to this Agreement with no variation.

35.4 APPLICATION OF PAID PARENTAL LEAVE

Paid parental leave arrangements provided for in [clause 35](#) of this Agreement, will apply in the circumstances of the birth of a child who is born to the eligible employee's partner or de facto partner or the adoption of a child who is placed with the employee and the employee's partner or de facto partner.

35.5 PAID PARENTAL LEAVE (PRIMARY CARER)

- (A) Permanent Full-Time and Part-Time Employees

- (i) Permanent full-time and permanent part-time employees will be entitled to parental leave on full pay in accordance with [sub-clause 35.5\(C\)](#) of this Agreement.
- (ii) Payment of paid Primary Carer leave will be at the rate and corresponding FTE load to which the employee was entitled immediately before commencing parental leave and will be paid in the first pay period after the commencement of parental leave.

- (B) Entitlement to Additional Periods of Paid Primary Carer Leave

An employee will be required to complete a period of at least twelve (12) months continuous service following the return to work from parental leave before being eligible for a further period of paid Primary Carer leave in accordance with [clause 35](#) of this Agreement.

- (C) Amount of Paid Primary Carer Leave

- (i) For the purposes of [paragraph \(A\)](#) of this sub-clause, the specified period for payment of paid Primary Carer leave is sixteen (16) weeks.
- (ii) The employee may elect to receive paid Primary Carer leave entitlements at the rate of:
 - (1) 100% over sixteen (16) weeks, or
 - (2) 50% over thirty-two (32) weeks.

(D) Leave Accruals Whilst on Primary Carer Leave and Superannuation

For the duration of an eligible employee's parental leave, both paid and unpaid components of parental leave do not:

- (i) accrue any entitlement to paid non-term time; or
- (ii) attract any leave accruals for any form of paid leave; or
- (iii) attract employer superannuation contributions.

(E) Australian Government Parental Leave Pay

- (i) [Sub-clause 35.5](#) of this Agreement will be in addition to the Australian Government Parental Leave Pay provision.
- (ii) An employee must satisfy all the requirements of the Australian Government Parental Leave Pay provision in order to receive the payment.

35.6 PAID PARENTAL LEAVE (PARTNER LEAVE)

(A) Permanent Full-time and Part-time Employees

For the duration of this Agreement a permanent employee who has completed at least twelve (12) months continuous service with the School, will be entitled to a total of ten (10) workdays paid Partner leave on full pay to be taken between;

- (i) the time of hospitalisation of the expectant Primary Carer in preparation for the birth or the commencement of the Primary Carer's labour, whichever occurs first; and
- (ii) the fifth clear weekday following the return home of the Primary Carer and/or child (or children) following the birth.
- (iii) For a part-time employee payment for the ten (10) days paid Partner leave will be based on the FTE load that the part-time employee was undertaking immediately prior to the commencement of the leave.

PROVIDED THAT this leave is not transferable, and any entitlement will be forfeited should the employee not take, for whatever reason, the leave within the time period detailed above.

(B) Entitlement to Additional Periods of Paid Partner Leave

An employee will be required to complete a period of at least twelve (12) months continuous service following the return to work from parental leave before being eligible for a further period of paid Partner leave in accordance with the [sub-clause 35.6](#) of this Agreement.

(C) Leave Accruals Whilst on Partner Leave and Superannuation

For the duration of an eligible employee's parental leave, both paid and unpaid components of parental leave do not:

- (i) accrue any entitlement to paid non-term time; or
- (ii) attract any leave accruals for any form of paid leave; or
- (iii) attract employer superannuation contributions.

(D) Australian Government Dad and Partner Pay

- (i) [Sub-clause 35.6](#) of this Agreement will be in addition to the Australian Government Dad and Partner Pay provision.
- (ii) An employee must satisfy all the requirements of the Australian Government Dad and Partner Pay provision in order to receive the payment, particularly the requirements for the taking of leave.

36. RENEWAL LEAVE SCHEME

(A) Philosophy

The parties to this Agreement recognise that the quality of teaching and students' educational outcomes may be improved by employees' experiences outside the school environment, including further education, professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.

(B) Definitions

- (i) **Commencement date** means the date on which an RLS agreement (as defined) commences. In normal circumstances this will be the 1st of January following approval of an employee's application to participate in the RLS (as defined).
- (ii) **Completion date** means the date on which an employee's participation in the RLS agreement (as defined) concludes. In normal circumstances this will be the date five (5) years from the commencement date (as defined).
- (iii) **Leave accrual period** means the period in which a participant in the RLS (as defined) will work before being eligible to take the renewal leave period (as defined).
- (iv) **Leave period** means the period of leave a participant (as defined) in the RLS (as defined) is entitled to take upon completion of the leave accrual period (as defined).
- (v) **Normal employment** means the terms and conditions of employment a participant (as defined) would normally be afforded, and expected to observe, if they were not participating in the RLS (as defined).

- (vi) **Normal salary rate** means the salary a participant (as defined) would normally receive pursuant to [sub-clause 19.5](#), [clauses 20](#) and [21](#) of this Agreement, and any other Award or Agreement conditions of employment that may apply, if they were not participating in the RLS (as defined).
- (vii) **Participant** means an employee who has entered into an RLS agreement with the Employer and has commenced participation in the RLS (as defined).
- (viii) **Participant salary rate** means the rate at which a participant will be paid during their participation in the renewal leave scheme. In most circumstances this will be 80% of their normal salary (as defined).
- (ix) **RLS** means the Renewal Leave Scheme.
- (x) **RLS agreement** means the Renewal Leave Scheme agreement, signed by both the Head of School and the employee, which sets out the commencement date (as defined), the completion date (as defined), the leave accrual period (as defined), the leave period (as defined), and the duration of the employee's participation in the RLS (as defined). In normal circumstances an agreement will be five (5) calendar years in duration.

(C) Application to Participate

- (i) A permanent employee with a minimum of two (2) years' continuous service may apply to participate in the RLS.
- (ii) Application is to be made using the School's RLS application form.
- (iii) Approval of an employee's application to participate in the RLS is granted at the discretion of the Head of School and is subject to his or her;
 - (1) consideration of the operational requirements of the Employer; and
 - (2) satisfaction that the person has obtained independent financial advice in respect of their participation in the RLS; and
 - (3) consideration of any other matter which may be relevant.
- (iv) Where an employee's application to participate in the RLS is successful he or she will be notified in writing and his or her participation in the scheme will commence from the following 1st of January.
- (v) Where an employee's application to participate in the RLS is unsuccessful he or she will be notified in writing of the decision.

- (vi) If an employee has taken his or her renewal leave and completed the RLS agreement, or has withdrawn from the RLS in accordance with either [sub-clause 36\(E\)](#) or [sub-clause 36\(N\)](#), and again wishes to participate in the RLS, a fresh application must be made.

(D) Participation

A participant in the RLS will;

- (i) work for the first four (4) calendar years of the RLS agreement in order to complete the necessary leave accrual period.
- (ii) upon completion of the leave accrual period, take the following calendar year as the RLS agreement leave period; and
- (iii) be paid at the participant salary rate [i.e. eighty per cent (80%) of normal salary] for;
 - (1) the duration of leave accrual period, and
 - (2) leave period above.

Unless otherwise agreed in writing payment will be in accordance with the normal payment of wages procedures.

(E) Suspension

- (i) Where a participant on a RLS agreement proceeds on any one (1) (or combination) of the following forms of leave during the leave accrual period;
 - (1) worker's compensation leave; or
 - (2) any form of leave without pay, including parental leave without pay; or
 - (3) long service leave taken at the participant's normal salary rate in accordance with paragraph (G) of this sub-clause; or
 - (4) any form of leave which does not qualify as continuous service;

the RLS agreement will be suspended for the duration of the leave period. Where the employee is entitled to payment for the leave the payment will be made in accordance with the employee's normal salary entitlements.
- (ii) Where an RLS agreement is suspended in accordance with the provisions of sub-paragraph (i) above the suspension will cease upon the employee's return to normal duties.
- (iii) Where an RLS agreement is suspended in accordance with the provisions of sub-paragraph (i) above the employee will, within seven (7) days of resumption of normal duties, indicate to the

Head of School in writing his or her choice of one (1) the following options:

- (1) That the existing RLS agreement be revised and a new agreement issued detailing:
 - The duration of suspension of the existing RLS agreement (to the nearest week).
 - The participant's decision to alter the dates of the leave accrual period so that a four (4) year accrual period is completed as part of the RLS agreement. The revised dates of the leave accrual period will be included in the new RLS agreement.
 - The revised dates of the leave period which will be now taken in the first full calendar year following the completion of the leave accrual period detailed in the new RLS agreement.

Where, under the terms of the new RLS agreement, there is a period between the completion of the leave accrual period and the commencement of the leave period the employee will, subject to other Agreement and/or Award requirements being satisfied, be paid at the normal salary rate for that period.

- (2) The participant may nominate that the leave period dates detailed in the existing RLS agreement remain unchanged, in which case payment for the leave period will be adjusted to reflect the reduced leave accrual period [i.e. original four (4) year leave accrual period less period of suspension from the RLS agreement].
- (3) The participant may terminate the RLS agreement, in which case:
 - The RLS agreement will be terminated with effect from the date of commencement of the suspension period.
 - The employee will resume their normal employment arrangement from the day they resume normal duties.
 - Subject to other Agreement and Award requirements (and any other legislative requirements) being satisfied the employee will be paid their normal salary rate from the day they resume normal duties.
 - Where an RLS agreement has been terminated in accordance with the provisions of this sub-paragraph the employee will be paid an amount equal to the salary and allowances previously set aside as payment toward the leave period.

(F) Leave Period Payment Variations

- (i) Where variations to a participant's terms and conditions of employment take effect during the leave accrual period of a RLS agreement those variations may be taken into consideration when calculating the participant's leave period payment.
- (ii) Details of how general variations will be calculated are available from the Employer's Business Office.
- (iii) An employee is entitled to request that any calculation made in respect of a variation, be reviewed by a person or organisation of their choosing.

(G) Long Service Leave

- (i) If a participant applies for and is granted permission to take long service leave during their leave accrual period, they will choose one of the following payment methods:
 - (1) Long service leave period to be paid at the participant salary rate applicable at the time of the leave; or
 - (2) Long service leave period to be paid at the normal salary rate applicable at the time of the leave.

PROVIDED THAT the period of long service leave deducted from the participant's long service leave balance will be the same irrespective of the method of payment chosen in accordance with [paragraph \(G\)\(i\)](#) of this sub-clause.

- (ii) If a participant chooses to be paid in accordance with [paragraph \(G\)\(i\)\(2\)](#) of this sub-clause, the leave accrual period will be suspended in accordance with the requirements of [paragraph \(E\)](#) of this sub-clause.

(H) Salary Increments

The salary increments detailed in [sub-clause 19.5](#) and [clause 20](#) of this Agreement will apply to a RLS participant.

(I) Superannuation

- (i) Employee superannuation contributions are to be made for the duration of the RLS agreement, based on the participant salary rate at the time of contribution.
- (ii) It is the responsibility of the employee to obtain any personal superannuation advice, retirement benefits advice or other such advice prior to, or during, their participation in the RLS.

(J) Deductions

- (i) Compulsory deductions from pay will be made in the usual manner throughout the life of the RLS agreement ("Compulsory deductions" include garnishees, court orders, etc).

- (ii) Voluntary deductions from pay made by the School at the request of the participant will be made in the usual manner throughout the life of the RLS agreement (“Voluntary deductions” include life insurance premiums, union membership fees, etc).

(K) Treatment of Accrued Benefits and/or Leave Period Contributions on Termination

Where a participant ceases to be employed by the Employer or who is deceased during the course of an RLS agreement an amount equal to;

- (i) the accrued leave and other entitlements owing to the participant at the date of termination; plus
- (ii) the salary and allowances set aside during the leave accrual period as payment toward the leave period; less
- (iii) any monies relating to [paragraph \(K\)\(ii\)](#) already paid to the participant during the leave period; will be paid to the participant (or the participant’s estate).

(L) Leave Period Treated as LWOP for Leave Accrual and Progression Purposes

The leave period of a RLS agreement will be treated as leave without pay for the calculation of employee entitlements and progression purposes.

(M) Leave Accrual Period Treated as Normal Employment for Leave Accrual & Progression Purposes

The leave accrual period of a RLS agreement will be treated as normal employment for the calculation of employee entitlements and progression purposes.

(N) Withdrawal from RLS Agreement by Mutual Consent

With the exception of circumstances where [paragraph \(E\)\(iii\)\(3\)](#) of this sub-clause applies, withdrawal from a RLS agreement must be by mutual written agreement between the parties.

37. LEAVE WITHOUT PAY (LWOP)

37.1 APPLICATION FOR LEAVE WITHOUT PAY

An employee may apply for leave without pay, the granting of such leave is at the discretion of the Head of School.

37.2 RETURN TO WORK GUARANTEE

Upon completion of leave without pay, a teacher is entitled to return to:

- (A) the employee’s pre-leave without pay position; or

- (B) if that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-leave without pay position.

PROVIDED THAT the maximum consecutive period of leave without pay, where the return to work guarantee applies will be two (2) years.

PROVIDED FURTHER THAT this clause will be effective from the date of commencement of this Agreement and will not be retrospective.

38. FAMILY AND DOMESTIC VIOLENCE LEAVE

[Clause 27](#) of the Award is replaced with the following:

38.1 GENERAL PROVISION

This clause applies to all employees, including casual employees.

38.2 DEFINITION

Family Violence means family violence as defined in [Section 7](#) of the *Family Violence Act 2004* (TAS).

38.3 NOTICE AND EVIDENCE REQUIREMENTS

[Section 107](#) of the Act is replaced with the following:

An employee must give the Employer notice of the taking of this leave as soon as practicable (which may be a time after the leave has started) and this must include the period or the expected period of the leave.

An employee may be required by the Head of School to provide satisfactory evidence of entitlements to paid family and domestic violence leave which may be in the form of an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal and Health Care Nurse, a Family Violence Support Service, a Lawyer, or a signed statutory declaration.

38.4 ENTITLEMENT TO PAID LEAVE

Employee's experiencing family and domestic violence as defined in [clause 38](#) of this Agreement, will be entitled to access up to five (5) days, non-cumulative, of paid Family Violence Leave in any single calendar year for medical appointments, legal proceedings and other activities related to family violence.

PROVIDED THAT additional paid family and domestic violence Leave may be granted at the discretion of the Head of School.

38.5 ENTITLEMENT TO UNPAID FAMILY AND DOMESTIC VIOLENCE LEAVE

[Section 106A](#) of the Act applies to this Agreement with no variation.

38.6 TAKING UNPAID FAMILY AND DOMESTIC VIOLENCE LEAVE

[Section 106B](#) of the Act applies to this Agreement with no variation.

38.7 SERVICE AND CONTINUITY

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

38.8 CONFIDENTIALITY

[Section 106C](#) of the Act applies to this Agreement with no variation.

38.9 OPERATION OF UNPAID FAMILY AND DOMESTIC VIOLENCE LEAVE AND LEAVE FOR VICTIMS OF CRIME

[Section 106D](#) of the Act applies to this Agreement with no variation.

38.10 ENTITLEMENT TO DAYS OF LEAVE

[Section 106E](#) of the Act applies to this Agreement with no variation.

38.11 APPLICATION FOR LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

Applications for paid and unpaid family and domestic violence Leave are to be made to the Head of School.

38.12 COMPLIANCE

An employee is not entitled to take leave under [clause 38](#) unless the employee complies with [clause 38](#).

39. COMMUNICABLE DISEASES LEAVE

39.1 EXCLUSIONS

This clause does not apply to casual employees.

39.2 DEFINITION

Communicable disease means a communicable disease or illness contracted by an employee that is;

- (A) specified by the [National Health and Medical Research Council \(Staying Healthy, 5th edition\)](#) [or any subsequent edition]; and
- (B) covered by a medical certificate stating that the employee is 'in the contagious (not recovery) period such that they are entitled to be absent from their place of work to prevent any further spread.'

39.3 ENTITLEMENT

Employees suffering from a communicable disease as defined in [clause 39](#) of this Agreement will be entitled to five (5) days of paid leave per annum, non-cumulative, without deduction from his or her Personal Leave entitlement.

PROVIDED THAT this clause only applies when the leave falls within school term weeks.

PROVIDED ALSO THAT this clause does not apply where the employee is on any other form of approved leave at the time of contracting or recovering from a communicable disease recognised under this clause.

39.4 EVIDENCE REQUIREMENTS

An employee may be required to provide satisfactory evidence that the period of absence is due to a communicable disease as defined in [clause 39](#) of this Agreement.

39.5 APPLICATION FOR COMMUNICABLE DISEASES LEAVE

Applications for exceptional circumstances leave are to be made via the completion of the relevant Application for Leave form and submitted in accordance with the process outlined on the form.

40. EXCEPTIONAL CIRCUMSTANCES LEAVE

- (A) Employees, other than casual employees, covered by this Agreement are entitled to apply for additional paid leave for absences from work which have become necessary due to exceptional circumstances.
- (B) Exceptional circumstances mean, for the purposes of this clause, extreme personal events; as a result of which the employee must take time of work, where it is not appropriate for the leave period to be deducted from an existing leave accrual or alternative entitlement.
- (C) The entitlement to exceptional circumstances leave is limited to five (5) term days per calendar year, non-cumulative. For part-time employees the exceptional circumstances leave entitlement will be based on the employee's FTE at the time of taking the leave.

PROVIDED THAT the limit of five (5) term days can be subject to negotiation between the Head of School and the employee depending on the particulars of the need for exceptional circumstances leave.

PROVIDED FURTHER THAT with due consideration of the exceptional circumstances, final approval for leave beyond five (5) term days per calendar year will be at the discretion of the Head of School.

- (D) Applications for exceptional circumstances leave are to be made via the completion of the relevant Application for Leave form and submitted in accordance with the process outlined on the form.
- (E) Wherever possible, applications following school procedures should be made in advance. However, the Employer acknowledges that in certain circumstances, applications may need to be made retrospectively.

41. REPRESENTATIVE LEAVE

41.1 EXCLUSIONS

This clause does not apply to casual employees.

41.2 ENTITLEMENT

An employee who has been selected to represent the State or the Commonwealth of Australia will be entitled to access up to three (3) days, non-cumulative, paid Representative Leave in any single calendar year for the purposes of attending a State or National event.

PROVIDED THAT additional paid Representative Leave may be granted at the discretion of the Head of School.

41.3 ELIGIBILITY

This leave entitlement only applies to employees and is not transferable. Specifically, this leave entitlement does not apply to an employee who is accompanying a member of their family who has been selected in a State or National team.

41.4 EVIDENCE REQUIREMENTS

An employee may be required to provide satisfactory evidence of State or National Team selection, which may be in the form of an authorised document issued by the relevant team authority.

41.5 APPLICATION FOR REPRESENTATIVE LEAVE

Applications for representative leave are to be made via the completion of the relevant Application for Leave form and submitted in accordance with the process outlined on the form.

PART 7 MISCELLANEOUS PROVISIONS

42. STAFF INDUCTION, BEGINNING TEACHERS

In addition to provisions contained in the Staff Manual in relation to the induction of new teachers, the following provisions will apply specifically to beginning teachers who are in their first year of employment, since graduation, on a permanent or fixed term basis for at least one (1) school term at an FTE of 0.5 or greater.

- (A) Full-time beginning teachers are eligible to access a minimum “teaching load” time release of up to six (6) lessons per fortnight (Senior Campus teachers) or 4.5 hours (Junior Campus teachers). Part-time teachers with an FTE of 0.5 or greater can access the time release outlined above on a pro-rata basis.
- (B) According to the needs of the individual teacher, the purpose of the time release may include to participate in activities including but not limited to:
 - (i) school or department induction programmes,
 - (ii) feedback meetings with members of senior staff, other experienced teachers and/or mentors,
 - (iii) attendance at specific professional learning and development programmes,
 - (iv) observation of other experienced teachers in classrooms,
 - (v) additional “time out” for lesson preparation,
 - (vi) visiting other schools or colleagues, and
 - (vii) collaboration with other beginning teachers, for example participation in discussion groups and / or meetings.

The intent of the time release is to supplement rather than replace other professional learning and development programmes.

- (C) In consultation and agreement with the Head of School, the time release may be “banked” for the purposes of attending a professional learning and / or development programme of a longer duration.

43. INNOVATION GRANT

The Employer recognises the importance of innovation in the workplace to facilitate the introduction of new ideas to the School that are of benefit to the School’s operations and the satisfaction for staff that can be gained from the identification and implementation of new ideas that improve the workplace. The innovation grant provides a formal mechanism for the introduction of new ideas into the workplace.

- (A) The Employer will provide the opportunity for a member of the School's teaching staff to apply for an Innovation Grant, to fund a project of significant educational innovation and value to the School.
- (B) The Head of School will initiate the application process in Term 3 of the year prior to the year in which the project is to be undertaken.
- (C) Applications are to include a detailed project plan and a full costing of the intended project, which will be assessed by the Head of School in consultation with the project applicant and any other required stakeholders.
 - (i) A person or group of people may make the application.
 - (ii) If the project is not approved and the project applicant feels his or her proposal has not been given due consideration, the project proposal may be referred for review under the provisions of the School's Grievance procedure.
- (D) Approved projects may be of any duration up to one (1) school year and all matters associated with the project must be completed by the last day of the school year, in which the project is undertaken.
- (E) The maximum value of an Innovation Grant is \$7,700 (inclusive of GST).
- (F) Applications for projects that cost over \$7,700 (inclusive of GST) may be made provided that the project is a component of a larger innovation project, that can be separately defined and managed, that will contribute to the overall success of the larger innovation project.
- (G) All work undertaken as part of the project is voluntary and is outside the scope of teaching time, duties and co-curricular as defined in [clause 25](#) of this Agreement. No additional payment will be made to the project leader, or any other teacher, as a result of their involvement in a project.

PROVIDED THAT where it is agreed by both the Head of School and the employee that time release is necessary, the extent and duration of the time release is subject to negotiation and agreement between the parties. In the absence of such an agreement the Head of School is not obliged to provide time release.
- (H) The Head of School will have full control of the project funds for the duration of the project and are entitled to take any steps he or she believes are necessary to ensure the forecast project costs and grant amount are not exceeded.
- (I) The Head of School retains the right not to award a grant in any year where;
 - (i) the project applications submitted are assessed by the Head of School as not meeting the necessary standard or criteria (i.e. a

project of significant educational innovation and value to the School); or

- (ii) no applications are received.

44. PROFESSIONAL LEARNING

The Employer is committed to the continued development of teaching staff by providing financial assistance and/or leave from work for the purposes of professional learning.

(A) Financial Assistance

- (i) The costs associated with professional learning activities that have been instigated by the Employer will be provided for by the Employer.

It is an expectation of employment that employees will participate in professional learning activities instigated by the Employer.

- (ii) Permanent full-time and part-time employees undertaking professional learning at the instigation of the employee, which at the discretion of the Employer directly relates to his or her role within the School, may be provided with financial assistance to assist with the costs of the professional learning activity.

The amount of financial assistance provided will be determined on an individual basis. Consideration will be given to the direct costs associated with the activity and will include but not limited to:

- activity registration;
- travel expenses (flights, hire cars, taxis etc);
- accommodation; and
- incidental expenses associated with the activity.

- (iii) Where the employee is undertaking approved studies at a tertiary level, reimbursement of the agreed financial assistance will be retrospective, upon successful completion of each stage of the course.

(B) Professional Learning Leave

Employees undertaking professional learning activities, in accordance with [sub-clause 44\(A\)\(ii\)](#), that require formal assessments may be provided with paid time release from normal work duties to attend the formal assessments.

45. NO FURTHER CLAIMS

The parties agree that for the duration of the Agreement no further claims will be made by either party in respect of remuneration or working conditions.

The Employer reserves the right to make additional payments to individuals where it deems appropriate.

46. HOURS OF WORK AND RELATED MATTERS – TEACHERS EMPLOYED IN EARLY CHILDHOOD SERVICES OPERATING FOR AT LEAST 48 WEEKS PER YEAR

[Schedule A](#) of the Award is varied with the following:

46.1 ORDINARY HOURS OF WORK

[Schedule A.1](#) of the Award applies with no variation.

46.2 ROSTERED DAYS OFF

[Schedule A.2](#) of the Award applies with no variation.

46.3 BREAKS

[Schedule A.3](#) of the Award applies with no variation.

46.4 OVERTIME

[Schedule A.4](#) of the Award applies with no variation.

46.5 SHIFTWORK

[Schedule A.5](#) of the Award applies with no variation.

46.6 ANNUAL LEAVE

(A) Annual Leave in Advance

[Schedule A.6.1](#) of the Award applies with no variation.

(B) Cashing Out of Annual Leave

[Schedule A.6.2](#) of the Award does not apply to this Agreement.

(C) Excessive Leave Accruals: General Provision

[Schedule A.6.3](#) of the Award applies with no variation.

(D) Excessive Leave Accruals: Direction by Employer That Leave be Taken

[Schedule A.6.4](#) of the Award applies with no variation.

(E) Excessive Leave Accruals: Request by Employee for Leave

[Schedule A.6.5](#) of the Award applies with no variation.

47. SUMMARY OF MONETARY ALLOWANCES

[Schedule C](#) of the Award does not apply to this Agreement except Clause C.2.2 Adjustment of expenses related allowances.

48. SUMMARY OF RATES OF PAY – CASUAL EMPLOYEES

[Schedule B](#) of the Award does not apply to this Agreement.

49. AGREEMENT FOR TIME OFF INSTEAD OF PAYMENT FOR OVERTIME

[Schedule D](#) of the Award does not apply to this Agreement.

50. AGREEMENT TO TAKE ANNUAL LEAVE IN ADVANCE

[Schedule E](#) of the Award does not apply to this Agreement.

51. AGREEMENT TO CASH OUT ANNUAL LEAVE

[Schedule F](#) of the Award does not apply to this Agreement

PART 1 SIGNATORIES TO THE AGREEMENT

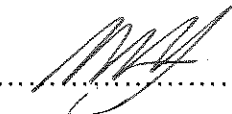
Signed on 16 Feb 2022 for and on behalf of the School Board of Launceston Church Grammar School.



Richard Clifton Ford
Headmaster

I, Richard Clifton Ford of 36 Button Street MOWBRAY HEIGHTS, TASMANIA 7248, have been delegated authority to sign this Agreement on behalf of the School Board of Launceston Church Grammar School.

Witness signature



Witness name (print)

MELITA CORNELL

Date: 16 / 2 / 2022

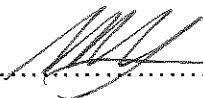
Signed on 16/2/2022 for and on behalf of all employees employed by Launceston Church Grammar School under the scope of the Educational Services (Teachers) Award 2010.



Paul Gray
Teacher and Employee Bargaining Representative

I, Paul Gray of 36 Button Street MOWBRAY HEIGHTS, TASMANIA 7248, have been delegated authority to sign this Agreement on behalf of the School Board of Launceston Church Grammar School.

Witness signature



Witness name (print)

MELITA CORNELL

Date: 16 / 2 / 2022