DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Launceston Church Grammar School
(AG2015/4991)

LAUNCESTON CHURCH GRAMMAR SCHOOL (TEACHERS)
ENTERPRISE AGREEMENT 1 MARCH 2015 - 28 FEBRUARY 2018
Tasmania

COMMISSIONER LEE MELBOURNE, 25 SEPTEMBER 2015

Application for approval of the Launceston Church Grammar School (Teachers) Enterprise Agreement 1 March 2015 - 28 February 2018.

[1] An application has been made for approval of an enterprise agreement known as the Launceston Church Grammar School (Teachers) Enterprise Agreement 1 March 2015 - 28 February 2018 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Launceston Church Grammar School. The Agreement is a single enterprise agreement.

[2] 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.

[3] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 2 October 2015. The nominal expiry date of the Agreement is 28 February 2018.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE415876 PR572260>
# TABLE OF CONTENTS

## PART 1 – APPLICATION AND OPERATION

1. TITLE .................................................................................................................. 6
2. SCOPE ................................................................................................................. 6
3. PARTIES BOUND ............................................................................................... 6
4. ANNULMENT ...................................................................................................... 6
5. DATE AND OPERATION OF THIS AGREEMENT ........................................... 6
6. DEFINITIONS AND INTERPRETATION ......................................................... 6
7. RELATIONSHIP TO THE AWARD AND THE NATIONAL EMPLOYMENT STANDARDS.... 8
8. ACCESS TO THE AWARD AND THE NATIONAL EMPLOYMENT STANDARDS ........ 8
9. THE NATIONAL EMPLOYMENT STANDARDS AND THE AWARD ..................... 8
10. INDIVIDUAL FLEXIBILITY AGREEMENTS ............................................... 8
11. PURPOSE OF THE AGREEMENT .................................................................... 10
12. AGREEMENT VARIATIONS ............................................................................ 10
13. JOB SECURITY .................................................................................................... 10

## PART 2 – CONSULTATION AND DISPUTE RESOLUTION

14. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE ..................... 11
15. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES) ........................... 14

## PART 3 – TYPES AND TERMINATION OF EMPLOYMENT

16. TYPES OF EMPLOYMENT ................................................................................ 16
    16.1 Employment Status .................................................................................. 16
    16.2 Terms of Engagement ............................................................................. 16
    16.3 Full-time Employment ............................................................................ 16
    16.4 Part-time Employment ............................................................................ 16
    16.5 Casual Employment ................................................................................ 16
    16.6 Fixed Term Employment ......................................................................... 16
17. TERMINATION OF EMPLOYMENT .................................................................. 17
    17.1 Notice of Termination ............................................................................. 17
    17.2 Notice of Termination by an Employer - Schools ....................................... 17
    17.3 Notice of Termination by an Employer – Other than Schools .................. 17
    17.4 Notice of Termination by an Employee .................................................. 17
    17.5 Failure to Give Notice ............................................................................ 17
22.3 Leadership Allowances ................................................................. 33
22.4 Vehicle Allowances .................................................................. 34
22.5 Uniform / Protective clothing Allowance ................................. 35
22.6 Overnight Allowance ................................................................. 35
22.7 Responsibility Allowances ....................................................... 36
22.8 Individual Training Account .................................................... 38
22.9 Adjustment of Expense Related Allowances ............................ 38

23. ACCIDENT PAY ........................................................................... 38
24. PAYMENT OF SALARY ............................................................... 38
   24.1 General Provisions ................................................................. 38
   24.2 Remuneration Packaging ...................................................... 38

25. SUPERANNUATION .................................................................... 41

PART 5 – HOURS OF WORK AND RELATED MATTERS .................. 42

26. HOURS OF WORK ........................................................................ 42
   26.1 Ordinary Hours of Work ......................................................... 42
   26.2 Maximum Teaching Time ..................................................... 42
   26.3 Hours – Teachers .................................................................. 42
   26.4 Calculation of a Senior Campus Teacher’s FTE ...................... 44
   26.5 Calculation of a Junior Campus Teacher’s FTE ...................... 45
   26.6 Loading for a Part-Time Senior Campus Teacher .................. 45

27. BREAKS ....................................................................................... 46

PART 6 – LEAVE AND PUBLIC HOLIDAYS ................................. 47

28. ANNUAL LEAVE ........................................................................ 47
29. PRO RATA PAYMENT OF SALARY INCLUSIVE OF ANNUAL LEAVE ........................................... 47
30. ANNUAL LEAVE LOADING ......................................................... 47
31. LONG SERVICE LEAVE ............................................................. 48
   31.1 Long Service Leave Entitlement and Accrual Rates ............... 48
   31.2 Minimum Amount of Long Service Leave to be Taken ......... 48
   31.3 Calculation of Long Service Leave ...................................... 49
   31.4 Other Matters Pertaining to Long Service Leave ............... 49
32. PERSONAL/CARERS LEAVE AND COMPASSIONATE LEAVE .................................................. 49
   32.1 Paid Personal Leave ............................................................... 49
   32.2 Unpaid Carers Leave ............................................................. 50
32.3 Compassionate Leave ................................................................. 50
32.4 Notice and Evidence Requirements ........................................... 50

33. COMMUNITY SERVICE LEAVE ................................................ 51

34. PUBLIC HOLIDAYS ................................................................. 51
   34.1 General Provisions Relating to Public Holidays ....................... 51
   34.2 Substitution of Public Holidays ............................................ 51
   34.3 Easter Tuesday .................................................................. 51

35. PARENTAL LEAVE ................................................................. 51
   35.1 Eligibility for Parental Leave .................................................. 51
   35.2 Unpaid Parental Leave .......................................................... 52
   35.3 Other Entitlements ............................................................... 52
   35.4 Application of Paid Parental Leave ........................................ 52
   35.5 Paid Parental Leave (Maternity Leave) ................................. 52
   35.6 Paid Parental Leave (Paternity Leave) ................................... 54

36. RENEWAL LEAVE SCHEME (RLS) ............................................. 55

37. LEAVE WITHOUT PAY (LWOP) ................................................ 60

38. EXCEPTIONAL CIRCUMSTANCES LEAVE ................................. 61

PART 7 – MISCELLANEOUS PROVISIONS ........................................ 62

39. STAFF INDUCTION, BEGINNING TEACHERS .............................. 62

40. INNOVATION GRANT .............................................................. 62

41. NO FURTHER CLAIMS .............................................................. 64

42. TRANSITIONAL PROVISIONS ................................................. 64

43. HOURS OF WORK AND RELATED MATTERS – TEACHERS EMPLOYED IN EARLY CHILDHOOD SERVICES OPERATING FOR AT LEAST 48 WEEKS PER YEAR ......................................................... 64

44. PART-DAY PUBLIC HOLIDAYS ................................................. 64

SIGNATORIES TO THE AGREEMENT ............................................. 65
PART 1—APPLICATION AND OPERATION

1. TITLE
This Agreement shall be known as the Launceston Church Grammar School (Teachers) Enterprise Agreement 1 March 2015 – 28 February 2018, referred to throughout this document as “the Agreement” or “this Agreement.”

2. SCOPE
This Agreement shall apply to Launceston Church Grammar School in respect of the employment of teachers. Refer sub-clause 3(B) below.

3. PARTIES BOUND
This Agreement shall be binding upon:

(A) The School Board of Launceston Church Grammar School, Button Street, Mowbray Heights, Tasmania (the Employer).

(B) Teachers employed by Launceston Church Grammar School under the scope of the Award, the Educational Services (Teachers) Award 2010 – MA000077, referred to throughout this Agreement as “the Award”.

4. ANNULMENT
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 shall be affected by the annulment.

5. DATE AND OPERATION OF THIS AGREEMENT
This Agreement shall come into effect from 1 March 2015 (or the date of commencement determined by the Fair Work Commission if otherwise) and shall expire on 28 February 2018.

6. DEFINITIONS AND INTERPRETATION
Terminology used throughout this Agreement is consistent with clause 3 of the Award.

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

Act means the Fair Work Act 2009 Commonwealth.
Appropriate registration means:

(1) Registration; or
(2) Provisional Registration; or
(3) a Limited Authority to Teach;

issued by the Tasmanian Teacher's Registration Board allowing the registrant to legally
teach in a Tasmanian school.

Award means the Educational Schools (Teachers) Award 2010 – MA000077

Employee means a person employed as a teacher by Launceston Church Grammar
School.

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

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

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

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 teacher means a teacher who teaches one of, or across, Grades 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 shall 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 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 26.3(B) of this Agreement measured in minutes.
7. RELATIONSHIP TO THE AWARD AND THE NATIONAL EMPLOYMENT STANDARDS

The National Employment Standards (NES) are provided for in Part 2-2 of the Fair Work Act 2009 (Commonwealth) referred to throughout this Agreement as "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 shall apply.

(D) Where this Agreement and the Award are silent on a particular matter the relevant terms of the NES shall 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 shall apply to the extent of the diminution.

8. ACCESS TO THE AWARD AND THE NATIONAL EMPLOYMENT STANDARDS

Clause 5 of the Award applies with no variation.

9. THE NATIONAL EMPLOYMENT STANDARDS AND THE AWARD

Clause 6 of the Award is replaced by clause 7 of this Agreement.

10. INDIVIDUAL FLEXIBILITY AGREEMENTS

Clause 7 of the Award is replaced as follows.

(A) Launceston Church Grammar School 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:

(i) The arrangement deals with 1 or more of the following matters:

(1) arrangements for when work is performed;

(2) allowances;

(3) leave loading; and
the arrangement meets the genuine needs of the School and the employee in relation to 1 or more of the matters mentioned in paragraph (A); and

the arrangement is genuinely agreed to by the School and the employee.

(B) The Headmaster or Headmaster’s delegate must ensure that the terms of the individual flexibility arrangement:

(i) are about permitted matters under section 172 of the Act; and

(ii) are not unlawful terms under section 194 of the Act; and

(iii) result in the employee being better off overall than the employee would be if no arrangement was made.

(C) The Headmaster or Headmaster’s delegate must ensure that the individual flexibility arrangement:

(i) is in writing; and

(ii) includes the name of the School and the employee; and

(iii) is signed by the Headmaster or Headmaster’s delegate and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(iv) includes details of:

(1) the terms of the Agreement that will be varied by the arrangement; and

(2) how the arrangement will vary the effect of the terms; and

(3) 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

(v) states the day on which the arrangement commences.

(D) The Headmaster or Headmaster’s delegate must give the employee a copy of the individual flexibility arrangement within 14 days after it has been agreed to.

(E) The Headmaster or the Headmaster’s delegate or the employee may terminate the individual flexibility arrangement:

(i) by giving no more than 28 days written notice to the other party to the arrangement; or

(ii) if the Headmaster or Headmaster’s delegate 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 Launceston Church Grammar 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 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 provide a safer and better working environment.

(I) 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 Part 2-4 Division 7 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 REGARDING MAJOR WORKPLACE CHANGE

Clause 8 of the Award is replaced as follows.

(A) This clause applies if Launceston Church Grammar School:

(i) has made a definite decision to introduce a major change to production, programme, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees; or

(ii) proposes to introduce a change to the regular roster or the ordinary hours of work of employees.

(B) For a major change referred to in paragraph (A)(i):

(i) The Headmaster or Headmaster’s delegate must notify the relevant employees of the decision to introduce the major change; and

(ii) Paragraphs (C) to (I) apply.

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

(D) If:

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

(ii) the employee or employees must advise the Headmaster or Headmaster’s delegate of the identity of the representative;

the School must recognise the representative.

(E) As soon as practicable after making its decision, the Headmaster or Headmaster’s delegate 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.

(F) However, the Headmaster or Headmaster’s delegate is not required to disclose confidential or commercially sensitive information to the relevant employees.

(G) The Headmaster or Headmaster’s delegate must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(H) 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 (B)(i), paragraphs (C) and (E) are taken not to apply.

(I) 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 School’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.

**Change to Regular Roster or Ordinary Hours of Work**

(J) For a change referred to in paragraph (A)(ii):

(i) the Headmaster or Headmaster’s delegate must notify the relevant employees of the proposed change; and

(ii) paragraphs (K) to (O) apply.
(K) The relevant employees may appoint a representative for the purposes of the procedures set out in paragraphs (L) to (P).

(L) If:

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

(ii) the employee or employees must advise the Headmaster or Headmaster’s delegate of the identity of the representative;

the School must recognise the representative.

(M) As soon as practicable after proposing to introduce the change, the Headmaster or Headmaster’s delegate must:

(i) discuss with the relevant employees the introduction of the change; and

(ii) for the purposes of the discussion – provide to the relevant employees:

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

(2) information about what the Headmaster or Headmaster’s delegate reasonably believes will be the effects of the change on the employees; and

(3) information about any other matters the Headmaster or Headmaster’s delegate reasonably believes are likely to affect the employees; and

(iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(N) However, the Headmaster or Headmaster’s delegate is not required to disclose confidential or commercially sensitive information to the relevant employees.

(O) The Headmaster or Headmaster’s delegate must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(P) In this clause:

"relevant employees" means the employees who may be affected by a change referred to in paragraph (A).
15. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)

Clause 9 of the Award is replaced as follows.

(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 2 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 Part 5-1 Division 3 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 set out 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 Headmaster or Headmaster's delegate 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 10.1 of the Award applies with no variation.

16.2 Terms of Engagement

Sub-clause 10.2 of the Award is replaced as follows.

(i) On appointment, the Headmaster or Headmaster’s delegate 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).

(ii) 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.

(iii) Where the School engages 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

Sub-clause 10.3 of the Award applies with no variation.

16.4 Part-time Employment

Sub-clause 10.4 of the Award applies with no variation.

16.5 Casual Employment

Sub-clause 10.5 of the Award applies with no variation.

16.6 Fixed Term Employment

Sub-clause 10.6 of the Award applies with no variation.
17. TERMINATION OF EMPLOYMENT

17.1 Notice of Termination

Sub-clause 11.1 of the Award applies with no variation.

17.2 Notice of Termination by an Employer - Schools

Sub-clause 11.2 of the Award is replaced as follows.

For the life of this Agreement, notwithstanding the provisions of clause 18 of this Agreement in relation to notice, the employment of an employee (other than a casual employee) will not be terminated without 7 term weeks' notice (inclusive of the notice required under the NES).

PROVIDED THAT where notice is served after the commencement of Term 4 in any school year, the notice shall be served on the employee at least 7 clear weeks before the end of term. The School may pay 7 weeks' salary instead of notice, or part notice and part payment instead of notice provided total weeks' notice and weeks' payment instead equal 7.

17.3 Notice of Termination by an Employer – Other than Schools

Sub-clause 11.3 of the Award does not apply.

17.4 Notice of Termination by an Employee

Sub-clause 11.4 of the Award applies with no variation.

17.5 Failure to Give Notice

Sub-clause 11.5 of the Award applies with no variation.

17.6 Job Search Entitlement

Sub-clause 11.6 of the Award applies with no variation.

17.7 Exclusions

Sub-clause 11.7 of the Award applies with no variation.

17.8 Statement of Service

Sub-clause 11.8 of the Award applies with no variation.

17.9 Termination of Employment – Early Childhood Teachers

Sub-clause 11.9 of the Award applies with no variation.
18. REDUNDANCY

18.1 REDUNDANCY PAY

Sub-clause 12.1 of the Award refers to Redundancy Pay being provided for in the NES. Part 2-2, Division 11, Sub-division B of the Act applies to this Agreement, unless varied in this sub-clause.

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

(B) Section 119 (2) of the Act is replaced by sub-clause 18.2(A)(v) of this Agreement.

(C) Section 120 of the Act applies with no variation.

(D) Section 121 of the Act applies with no variation.

(E) Section 122 of the Act applies with no variation.

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

(A) Permanent Full Time Teachers

(i) Where Launceston Church Grammar School can substantiate with written evidence that the volume of work in any section of the School has diminished, the Headmaster or Headmaster’s delegate may, by written determination under his or her hand, indicate that in 7 term weeks’ time the position occupied by a teacher will be declared redundant.

(ii) Where the Headmaster or Headmaster’s delegate 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 a teacher is necessary, the teacher may agree to accept the partial redundancy or may, within 1 month, elect to declare the whole position redundant in which case all the redundancy provisions expressed in this clause shall apply. Where a partial redundancy is accepted, pro-rata compensatory payment will be made in accordance with the provisions expressed in paragraph (A)(v) hereof.

(iii) Where the provisions of paragraph (A)(i) hereof are invoked, during the 7 term weeks’ notice specified, the Headmaster or Headmaster’s delegate shall use all endeavour to provide for the continuing employment of the teacher by:

(1) consulting with other employing bodies to procure suitable alternative employment for the teacher being retrenched;

(2) granting reasonable paid leave of absence to a teacher being retrenched pursuant to this clause, to attend interviews for alternative employment;
(3) communicating with the Independent Education Union of Australia VICTAS, to ensure that, in determining the teacher to be made redundant, the criteria used were based on such matters as length of service, efficiency, attendance and experience.

(iv) If alternative employment cannot be provided for, or gained by, the teacher at the end of the 7 term weeks' specified in paragraph (A)(i) hereof, the Headmaster or Headmaster's delegate may terminate the services of the teacher at that time. Such notice of termination shall be in writing and shall be accompanied by copies of all written evidence of endeavours to locate alternative employment.

(v) Depending on the duration of service, a teacher whose employment is terminated by reason of redundancy shall be entitled to a compensatory payment of:

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year’s service or less</td>
<td>nil</td>
</tr>
<tr>
<td>More than one year’s service but less than two years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Two years’ service but less than three years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>Three years’ service but less than four years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>Four years’ service but less than five years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>Five years’ service but less than six years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>Six years’ service but less than seven years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>Seven years’ service but less than eight years</td>
<td>16 weeks</td>
</tr>
<tr>
<td>Eight years’ service but less than nine years</td>
<td>18 weeks</td>
</tr>
<tr>
<td>Nine years’ service but less than ten years</td>
<td>20 weeks</td>
</tr>
<tr>
<td>Ten years’ service but less than eleven years</td>
<td>22 weeks</td>
</tr>
<tr>
<td>Eleven years’ service but less than twelve years</td>
<td>24 weeks</td>
</tr>
<tr>
<td>Twelve years’ service and over</td>
<td>26 weeks</td>
</tr>
</tbody>
</table>

PROVIDED THAT such termination payment, added to 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.

(vi) The teacher shall be entitled to at least a Statement of Service on the date of termination. Such Statement of Service shall contain at least the commencing and finishing dates of service, the reason for termination of employment and the duties performed whilst employed.
(vii) A teacher to whom, notice of termination due to redundancy has been given in accordance with paragraph (A)(i) hereof, will be released by the Headmaster or Headmaster’s delegate 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 7 term weeks’ notice provided in paragraph (A)(i) hereof.

(B) Permanent Part Time Teachers

(i) Notwithstanding the conditions outlined in paragraph (A) hereof, permanent part-time teachers will be subject to the following additional conditions in regard to redundancy.

(ii) Redundancy conditions will not apply to a permanent part-time teacher;

1. where the reduction in teaching time in any 1 calendar year is less than or equal to 20%; or

2. where the reduction in teaching time over any 2 consecutive calendar years is less than or equal to 30%.

(iii) Where the Headmaster or Headmaster’s delegate 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 is necessary (refer paragraphs B(ii)2 and B(ii)3 herein), the teacher may agree to accept the partial redundancy or may, within 1 month, elect to declare the whole position redundant in which case all the redundancy provisions expressed in this clause shall apply. Where a partial redundancy is accepted, pro-rata compensatory payment will be made in accordance with the provisions expressed in paragraph (A)(v) hereof.

(iv) A record shall be kept of the contract of employment worked by a part-time teacher 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.

18.3 Transfer to Lower Paid Duties

Sub-clause 12.2 of the Award applies with no variation.

18.4 Employee Leaving During Notice Period

Sub-clause 12.3 of the Award applies with no variation.
18.5 JOB SEARCH ENTITLEMENT

Sub-clause 12.4 of the Award applies with no variation.

18.6 INTERACTION OF REDUNDANCY AND TERMINATION CLAUSES

Sub-clause 12.5 of the Award applies with no variation.

18.7 PART-TIME EMPLOYEES

Sub-clause 12.6 of the Award is annulled by sub-clause 18.2(B) of this Agreement.
PART 4 – MINIMUM WAGES AND RELATED MATTERS

19. CLASSIFICATIONS

19.1 DUTIES OF AN EMPLOYEE

Sub-clause 13.1 of the Award applies with no variation but is read with application to and in conjunction with clause 27 of this Agreement.

19.2 RECOGNITION OF PREVIOUS SERVICE

(A) Sub-clause 13.2(a) of the Award applies with no variation.

(B) For the life of this Agreement, sub-clause 13.2(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 shall be applied to determine the teacher’s correct commencing salary scale step.

(C) Sub-clauses 13.2(c) and 13.2(d) of the Award apply with no variation.

19.3 EVIDENCE OF QUALIFICATIONS

Sub-clause 13.3 of the Award applies with no variation.

19.4 PROGRESSION

Sub-clause 13.4 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 13 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 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 Launceston Church Grammar School Guide to Applicants for Senior Classroom Teaching Positions procedure, as documented in the Staff Handbook.

PROVIDED THAT aspects of this procedure that are operational in nature may be varied by the Headmaster or Headmaster’s delegate 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.
(D) Appointment Details

(i) Commencement

Successful applicants will be appointed to the classification from:

(1) 1 January in the year following successful application; or

(2) 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 Headmaster or Headmaster's delegate and the teacher.

(E) Duration

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

(F) Renewal

At the conclusion of the initial 3 years 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, shall 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 Launceston Church Grammar School Teacher Appraisal process outlined in the Staff Handbook.

(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: ffppooca = first full pay period on or commencing after
<table>
<thead>
<tr>
<th>Salary Step</th>
<th>Rate ffpoooca 1/3/2014</th>
<th>SCT 4%</th>
<th>Rate ffpoooca 1/3/2015</th>
<th>SCT 4%</th>
<th>Rate ffpoooca 1/3/2016</th>
<th>SCT 4%</th>
<th>Rate ffpoooca 1/3/2017</th>
<th>SCT 4%</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>73,349</td>
<td>76,283</td>
<td>75,183</td>
<td>78,190</td>
<td>77,062</td>
<td>80,145</td>
<td>78,989</td>
<td>82,148</td>
</tr>
<tr>
<td>7</td>
<td>76,742</td>
<td>79,812</td>
<td>78,661</td>
<td>81,807</td>
<td>80,627</td>
<td>83,852</td>
<td>82,643</td>
<td>85,948</td>
</tr>
<tr>
<td>8</td>
<td>80,133</td>
<td>83,338</td>
<td>82,136</td>
<td>85,422</td>
<td>84,190</td>
<td>87,557</td>
<td>86,294</td>
<td>89,746</td>
</tr>
<tr>
<td>9</td>
<td>82,156</td>
<td>85,442</td>
<td>84,210</td>
<td>87,578</td>
<td>86,315</td>
<td>89,768</td>
<td>88,473</td>
<td>92,012</td>
</tr>
<tr>
<td>10</td>
<td>84,178</td>
<td>87,545</td>
<td>86,282</td>
<td>89,734</td>
<td>88,440</td>
<td>91,977</td>
<td>90,650</td>
<td>94,277</td>
</tr>
<tr>
<td>11</td>
<td>85,842</td>
<td>89,276</td>
<td>87,988</td>
<td>91,508</td>
<td>90,188</td>
<td>93,795</td>
<td>92,442</td>
<td>96,140</td>
</tr>
<tr>
<td>12</td>
<td>87,505</td>
<td>91,005</td>
<td>89,693</td>
<td>93,280</td>
<td>91,935</td>
<td>95,612</td>
<td>94,233</td>
<td>98,003</td>
</tr>
<tr>
<td>SCT</td>
<td>91,005</td>
<td>93,280</td>
<td>95,612</td>
<td>98,003</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PROVIDED THAT** clause 20; applies to this clause with no variation.

**PROVIDED FURTHER THAT** clause 21; 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 Launceston Church Grammar School Guide to Applicants for Senior Classroom Teaching Positions procedure outlined in the Staff Handbook.

(i) Responsibilities are discussed, defined and approved as part of the application process as set out in sub-clause 19.2(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 Headmaster or Headmaster's delegate, 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 Headmaster or Headmaster's delegate 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 headmaster or Headmaster’s delegate 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 consideration of the salary scale step relevant to the teacher at the time of appointment to the Senior Classroom Teacher (Band 2) classification, taking into consideration length of service and any qualifications achieved during the appointment to the Senior Classroom Teacher (Band 2) classification in accordance with clause 21.

(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.

19.6 **Probationary Period for New Teachers**

A teacher in his or her first year of employment with the School, other than those engaged as a casual teacher, 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 teacher will be provided with a statement of the ethical and professional expectations of the School, as detailed in the Staff Handbook.

(ii) The probationary period will be of 6 months duration and will commence from the teacher’s first day of face to face teaching.

(iii) As part of the engagement / probationary process the teacher 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 Headmaster or Headmaster’s delegate.
(iv) Where it is requested by a probationary teacher he or she may, in conjunction with the Headmaster or Headmaster’s delegate complete an “interim probationary performance appraisal.” As part of this process objectives may be developed to assist the teacher in meeting the ethical and professional expectations of the School during the remainder of the probationary employment period. Where a probationary teacher wishes to complete an “interim probationary performance appraisal” the request to do so must be made before 3 months of his or her probation has elapsed.

(v) Before the completion of his or her probationary period the teacher shall complete a “probationary performance appraisal” in conjunction with the Headmaster or Headmaster’s delegate. On completion of this appraisal the Headmaster or Headmaster’s delegate shall either:

(1) appoint the teacher to the permanent staff of the School. In such instances the Headmaster or the Headmaster’s delegate shall provide the teacher with a letter of appointment; or

(2) terminate the employment of the teacher.

(vi) Any school holiday leave adjustment due to a commencing teacher in his or her first year of employment will be dealt with in accordance with the Award.

(B) Replacement Teachers

Where a teacher is employed as a replacement teacher and:

(i) the period of appointment exceeds 1 school term in duration; and

(ii) it is the first time the teacher has been employed by the School; or

(iii) other than relief teaching, a period of 5 years has elapsed since the teacher’s last employment with the School:

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

(1) In the process of appointment the replacement teacher will be provided with a statement of the ethical and professional expectations of the School, as detailed in the Staff Handbook.

(2) The probationary period will be of a maximum of 6 months duration and will commence from the teacher’s first day of face to face teaching. The exact duration of the probationary period will be specified in the replacement teacher’s letter of appointment.
(3) As part of the engagement/probationary process the teacher will:

- undertake the School's induction process;
- be included in the School's mentoring process for first year teachers; and
- meet with the Headmaster or Headmaster's delegate.

(iv) Before the completion of his or her first school term of employment, the replacement teacher shall complete a "probationary performance appraisal" in conjunction with the Headmaster or Headmaster's delegate. On completion of this appraisal the Headmaster or Headmaster's delegate shall either:

(1) advise the Replacement Teacher in writing of his or her successful completion of the period of probationary employment; or

(2) terminate the employment of the replacement teacher.

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

(C) Instant Dismissal of a Probationary Teacher

Nothing in this sub-clause shall prevent the Headmaster or Headmaster's delegate from terminating a probationary teacher's employment at any time during the probationary period of employment where it can be demonstrated that:

(i) the probationary teacher is consistently failing to meet the ethical and professional expectations of the School, or

(ii) there is justification for instant dismissal in accordance with relevant provisions of the Act.
20. MINIMUM SALARY

20.1 SALARY RATES AND INCREASES

Sub-clause 14.1 of the Award is replaced as follows.

The minimum salary payable per annum to a fulltime employee will be determined in accordance with the provisions of clause 19.

(A) In 2015 a pay rise equal to 2.5% will be applied, subject to the provisions of paragraph (D) below.

(B) In 2016 a pay rise equal to 2.5% will be applied, subject to the provisions of paragraph (D) below.

(C) In 2017 a pay rise equal to 2.5% will be applied, subject to the provisions of paragraph (D) below.

(D) During the life of this Agreement, salary increases will be applied from the first full pay period on or commencing after (ffppooca) 1 March in each year.

(E) Salary will be paid fortnightly in arrears.

(F) The salary increases for the duration of this Agreement are shown in the following table.

<table>
<thead>
<tr>
<th>Salary Scale Steps</th>
<th>As at ffppooca 1/3/2014</th>
<th>As at ffppooca 1/3/2015 2.5%</th>
<th>As at ffppooca 1/3/2016 2.5%</th>
<th>As at ffppooca 1/3/2017 2.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>54,939</td>
<td>56,312</td>
<td>57,720</td>
<td>59,163</td>
</tr>
<tr>
<td>Step 2</td>
<td>57,709</td>
<td>59,152</td>
<td>60,631</td>
<td>62,146</td>
</tr>
<tr>
<td>Step 3</td>
<td>63,783</td>
<td>65,378</td>
<td>67,012</td>
<td>68,687</td>
</tr>
<tr>
<td>Step 4</td>
<td>66,938</td>
<td>68,611</td>
<td>70,327</td>
<td>72,085</td>
</tr>
<tr>
<td>Step 5</td>
<td>69,527</td>
<td>71,265</td>
<td>73,047</td>
<td>74,873</td>
</tr>
<tr>
<td>Step 6</td>
<td>73,349</td>
<td>75,183</td>
<td>77,062</td>
<td>78,989</td>
</tr>
<tr>
<td>Step 7</td>
<td>76,742</td>
<td>78,661</td>
<td>80,627</td>
<td>82,643</td>
</tr>
<tr>
<td>Step 8</td>
<td>80,133</td>
<td>82,136</td>
<td>84,190</td>
<td>86,294</td>
</tr>
<tr>
<td>Step 9</td>
<td>82,156</td>
<td>84,210</td>
<td>86,315</td>
<td>88,473</td>
</tr>
<tr>
<td>Step 10</td>
<td>84,178</td>
<td>86,282</td>
<td>88,440</td>
<td>90,650</td>
</tr>
<tr>
<td>Step 11</td>
<td>85,842</td>
<td>87,988</td>
<td>90,188</td>
<td>92,442</td>
</tr>
<tr>
<td>Step 12</td>
<td>87,505</td>
<td>89,693</td>
<td>91,935</td>
<td>94,233</td>
</tr>
<tr>
<td>SCT</td>
<td>91,005</td>
<td>93,280</td>
<td>95,612</td>
<td>98,002</td>
</tr>
</tbody>
</table>
20.2 EARLY CHILDHOOD FULL-TIME EMPLOYEE PROVISIONS

Sub-clause 14.2 of the Award applies with no variations.

20.3 CALCULATION OF WEEKLY RATE

Sub-clause 14.3 of the Award applies with no variations.

20.4 PART-TIME EMPLOYEES

Sub-clause 14.4 of the Award applies with no variations.

20.5 CASUAL EMPLOYEES

Sub-clause 14.5 of the Award is replaced as follows.

(A) The salary payable to a casual employee will be:

(i) no higher than the salary at step 8 of the Agreement, where the employee is engaged for less than 5 consecutive days; or

(ii) where the employee is engaged for 5 or more consecutive days the salary will be at the appropriate Agreement salary step for the classification as specified in clause 19.

PROVIDED THAT for casual employees who were engaged by Launceston Church Grammar School on or before 31 December 2009, the classification rate for all matters referred to in this sub-clause, shall be at the appropriate Agreement salary step for the classification as specified in clause 19.

(B) Calculation of casual rates for Junior Campus casual teachers

In accordance with the provisions of sub-clause 20.5(A) the salary payable to a Casual Teacher engaged to work at the Junior Campus will be calculated in accordance with the table below:

<table>
<thead>
<tr>
<th></th>
<th>Weekly rate, calculated in accordance with sub-clause 20.3, divided by 5 plus 25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full day</td>
<td></td>
</tr>
<tr>
<td>Half day</td>
<td></td>
</tr>
<tr>
<td>Quarter day</td>
<td></td>
</tr>
</tbody>
</table>

PROVIDED THAT a casual employee engaged to work at the Junior Campus will be paid for a minimum of a half day; where a day is the usual required attendance time for an employee at the Junior Campus and a half day is half the usual required attendance time, as detailed in the Staff Handbook.
PROVIDED FURTHER THAT a casual employee engaged to work at the Junior Campus in a children's service or early childhood education service may be paid for a minimum of a quarter day.

(C) Calculation of casual rates for Senior Campus casual teachers

In accordance with the provisions of sub-clause 20.5(A) the salary payable to a Casual Teacher engaged to work at the Senior Campus will be calculated in accordance with the table below:

<table>
<thead>
<tr>
<th>Lessons</th>
<th>Rate Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 lessons</td>
<td>100% of the weekly rate, calculated in accordance with sub-clause 20.3, divided by 5 plus 25%</td>
</tr>
<tr>
<td>5 Lessons</td>
<td>85% of the weekly rate, calculated in accordance with sub-clause 20.3, divided by 5 plus 25%</td>
</tr>
<tr>
<td>4 lessons</td>
<td>70% of the weekly rate, calculated in accordance with sub-clause 20.3, divided by 5 plus 25%</td>
</tr>
<tr>
<td>3 lessons</td>
<td>55% of the weekly rate, calculated in accordance with sub-clause 20.3, divided by 5 plus 25%</td>
</tr>
<tr>
<td>2 lessons</td>
<td>40% of the weekly rate, calculated in accordance with sub-clause 20.3, divided by 5 plus 25%</td>
</tr>
</tbody>
</table>

PROVIDED THAT a full day at the Senior Campus, is the equivalent of teaching 6 lessons on any given day. The Staff Handbook provides detail regarding the usual attendance requirements of Senior Campus teachers.

PROVIDED FURTHER THAT a casual employee engaged to work at the Senior Campus, will be paid for a minimum of 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) Effective from the date of approval of this Agreement, and subject to a teacher’s satisfactory service during the previous 12 months, full-time and part-time teachers with an FTE of 0.5 or more will progress at the rate of 1 scale step in the teaching scale for each completed full school year of continuous service. Part-time teachers with an FTE of less than 0.5 will progress 1 scale step in the teaching salary scale after every 2 completed years of continuous service.

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

(i) the teacher’s employment over each of the 2 school years has been continuous (ie the teacher will have completed 2 x full school years of continuous service); and

(ii) the satisfactory service of the teacher over the period.

(C) For the purposes of this clause a full school year of continuous service is defined as a calendar year in which the teacher 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 teacher proceeds on leave without pay during the course of the school year their FTE will be adjusted accordingly by application of the following formula.

\[
\text{Teacher's FTE} \times \frac{(\text{actual term weeks this school year} - \text{total term weeks leave w/o pay})}{1} = \text{actual term weeks this school year}
\]

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

The result of the calculation is the adjusted FTE figure to be used in determining the teacher’s rate of progression in accordance with the provisions of sub-clauses 21.1 (B)(i) and/or 21.1(B)(ii).

21.2 PROGRESSION TABLE

Sub-clause 13.4 of the Award is replaced as follows.

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

<table>
<thead>
<tr>
<th>Step</th>
<th>Salary</th>
<th>Unqualified</th>
<th>4YT</th>
<th>5YT**</th>
<th>4YT Hons</th>
<th>4YT + PG</th>
<th>5YT + PG</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>56,312</td>
<td>Y1+</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>59,152</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>65,378</td>
<td>Y1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>68,611</td>
<td>Y2</td>
<td>Y1</td>
<td>Y1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>71,265</td>
<td>Y3</td>
<td>Y2</td>
<td></td>
<td>Y2</td>
<td>Y1</td>
<td>Y1</td>
</tr>
<tr>
<td>6</td>
<td>75,183</td>
<td>Y4</td>
<td>SKIP</td>
<td></td>
<td>Y3</td>
<td>Y2</td>
<td>SKIP</td>
</tr>
<tr>
<td>7</td>
<td>78,661</td>
<td>Y5</td>
<td>Y3</td>
<td>Y4</td>
<td>Y3</td>
<td>Y3</td>
<td>Y2</td>
</tr>
<tr>
<td>8</td>
<td>82,136</td>
<td>Y6</td>
<td>SKIP</td>
<td></td>
<td>Y5</td>
<td>Y4</td>
<td>SKIP</td>
</tr>
<tr>
<td>9</td>
<td>84,210</td>
<td>SKIP</td>
<td>Y4</td>
<td>SKIP</td>
<td>SKIP</td>
<td>SKIP</td>
<td>Y3</td>
</tr>
<tr>
<td>10</td>
<td>86,282</td>
<td>Y7</td>
<td>SKIP</td>
<td>Y6</td>
<td>Y5</td>
<td>Y5</td>
<td>SKIP</td>
</tr>
<tr>
<td>11</td>
<td>87,988</td>
<td>SKIP</td>
<td>Y5</td>
<td>SKIP</td>
<td>SKIP</td>
<td>SKIP</td>
<td>Y4</td>
</tr>
<tr>
<td>12</td>
<td>89,693</td>
<td>Y8</td>
<td>Y6</td>
<td>Y7</td>
<td>Y6</td>
<td>Y6</td>
<td>Y5</td>
</tr>
<tr>
<td>SCT</td>
<td>93,280</td>
<td>Y9*</td>
<td>Y7*</td>
<td>Y7**</td>
<td>Y7*</td>
<td>Y6*</td>
<td></td>
</tr>
</tbody>
</table>

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

**PROVIDED** a 4YT honours graduate (either after 4 or 5 years of study), will receive a 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.)

22. ALLOWANCES

22.1 DIRECTOR’S ALLOWANCE

Sub-clause 15.1 of the Award applies with no variation.

22.2 DISTRICT ALLOWANCES

Sub-clause 15.2 of the Award does not apply and is deleted from the Award from 5 March 2015.

22.3 LEADERSHIP ALLOWANCES

Sub-clause 15.3 the Award (sub-clause 15.2 of the Award from 5 March 2015) is replaced by sub-clause 22.4 of this Agreement.
22.4 Vehicle Allowances

Sub-clause 15.4 of the Award (sub-clause 15.3 of the Award from 5 March 2015) is replaced as follows.

(A) Where an employee is required to travel by Launceston Church Grammar School in the performance of his or her duties, the following provisions regarding the use of motor vehicles shall 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 School will reimburse the employee at the rate of 40c per kilometre.

Provided that the employee is required to provide to the Headmaster or Headmaster’s delegate satisfactory evidence of the factors listed above.

(iii) For an individual trip less than 100km, where a private motor vehicle is used:

(1) Reimbursement will be at the rate of 78c per kilometre, with a maximum payment of up to 400 kilometres per week (Monday to Sunday).
(B) School Provided Vehicles Assigned to Particular Roles

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

22.5 Uniform / Protective clothing Allowance

(A) Where Launceston Church Grammar School 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 School 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 $1.20 per day up to a maximum of $6.00 per week and a laundry allowance of $0.30 per day up to a maximum of $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 $0.30 per day up to a maximum of $1.50 per week, if the School does not launder the items.

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

22.6 Overnight Allowance

(A) Teachers may be requested to accompany students on overnight excursions. Teachers, other than specialist Outdoor Education Teachers who have a separate policy arrangement with Launceston Church Grammar School, will be entitled to payment of an overnight allowance of $50 per night when involved in overnight supervision of students (ie camps and excursions).

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

(i) if this is a weekend or public holiday, the next available work day; or

(ii) if the next available work day does not suit either the School or the teacher, 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.

<table>
<thead>
<tr>
<th>Overnight Allowance</th>
<th>2015</th>
<th>2016 – 2.5%</th>
<th>2017 – 2.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per Night</td>
<td>$50</td>
<td>$51.25</td>
<td>$52.53</td>
</tr>
</tbody>
</table>
22.7 Responsibility Allowances

Teachers appointed by the Headmaster or Headmaster’s delegate to carry out duties / responsibilities additional to those specified in clause 3 and sub-clause 13.1 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.

(B) Allowances will only be paid while a teacher 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 shall be set out in writing before the additional responsibilities commence.

(C) Where a teacher receiving a responsibility allowance proceeds on approved paid leave, the teacher will continue to receive that responsibility allowance for the period of leave which falls within the agreed period of responsibility allowance appointment.

(D) In the case of a teacher assuming the duties of another teacher for which a responsibility allowance is paid, the teacher shall 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 School’s normal processes.

(F) The degree of time release for a particular responsibility will be left to the discretion of the Headmaster or Headmaster’s delegate and will be determined by the School’s normal processes.

(G) Responsibility allowances will be available to any teacher performing an additional responsibility where the period of appointment is 10 consecutive work days or more.

PROVIDED THAT where the period of appointment is less than a year (4 school terms), the allowance will be paid on a pro-rata basis.

(i) One School Term % of the annual allowance

(ii) Two School Terms % of the annual allowance

(iii) Three School Terms % of the annual allowance
(iv) Daily

1/200th of the annual allowance
Where 200 = 40 term weeks X 5 days

(H) All teachers will be able to access a copy of the procedures for eligibility to the responsibility allowances. The School 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 School’s consultative processes. Teachers affected by a revision of the procedures must be advised, individually, within 7 days of the change in procedure.

(J) Service increments applying to a teacher’s salary in accordance with clause 20 and clause 21 of this Agreement shall be taken into consideration and not absorbed into the total salary.

(K) Notwithstanding the conditions outlined in paragraph (J) hereto, responsibility allowances are not to be considered a part of a teacher’s total salary, except for superannuation payments required by legislation.

(L) The responsibility allowance table is as follows:

<table>
<thead>
<tr>
<th>Allowance Level</th>
<th>As at ffppooca 1/3/2014</th>
<th>As at ffppooca 1/3/2015 2.5%</th>
<th>As at ffppooca 1/3/2016 2.5%</th>
<th>As at ffppooca 1/3/2017 2.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1, 1%</td>
<td>875.05</td>
<td>896.93</td>
<td>919.35</td>
<td>942.33</td>
</tr>
<tr>
<td>Level 2, 2%</td>
<td>1,750.10</td>
<td>1,793.85</td>
<td>1,838.70</td>
<td>1,884.67</td>
</tr>
<tr>
<td>Level 3, 4%</td>
<td>3,500.20</td>
<td>3,587.71</td>
<td>3,677.40</td>
<td>3,769.33</td>
</tr>
<tr>
<td>Level 4, 6%</td>
<td>5,250.30</td>
<td>5,381.56</td>
<td>5,516.10</td>
<td>5,654.00</td>
</tr>
<tr>
<td>Level 5, 8%</td>
<td>7,000.41</td>
<td>7,175.42</td>
<td>7,354.81</td>
<td>7,538.68</td>
</tr>
<tr>
<td>Level 6, 10%</td>
<td>8,750.50</td>
<td>8,969.26</td>
<td>9,193.49</td>
<td>9,423.33</td>
</tr>
<tr>
<td>Level 7, 12%</td>
<td>10,500.61</td>
<td>10,763.13</td>
<td>11,032.20</td>
<td>11,308.01</td>
</tr>
<tr>
<td>Level 8, 14%</td>
<td>12,250.71</td>
<td>12,556.98</td>
<td>12,870.90</td>
<td>13,192.67</td>
</tr>
<tr>
<td>Level 9, 16%</td>
<td>14,000.82</td>
<td>14,350.84</td>
<td>14,709.61</td>
<td>15,077.35</td>
</tr>
<tr>
<td>Level 10, 18%</td>
<td>15,750.91</td>
<td>16,144.68</td>
<td>16,548.30</td>
<td>16,962.01</td>
</tr>
<tr>
<td>Level 11, 20%</td>
<td>17,501.02</td>
<td>17,938.55</td>
<td>18,387.01</td>
<td>18,846.68</td>
</tr>
</tbody>
</table>

Note: ffppooca = first full pay period on or commencing after.
22.8 **INDIVIDUAL TRAINING ACCOUNT**

A teacher may have an Individual Training Account. Payments for responsibility allowances, excess duties, supervision and / or overnight allowance may be credited to this account. The funds in this account may be used in any or all of the following ways:

(A) applied to professional development activities (conferences, training programmes, etc); or

(B) paid as superannuation; or

(C) taken as salary (at 30 June each year).

22.9 **ADJUSTMENT OF EXPENSE RELATED ALLOWANCES**

Sub-clause 15.5 of the Award (sub-clause 15.4 from 5 March 2015) applies with no variation.

23. **ACCIDENT PAY**

Clause 16 of the Award does not apply and is deleted from the Award from 5 March 2015.

24. **PAYMENT OF SALARY**

24.1 **GENERAL PROVISIONS**

Clause 17 of the Award applies with no variation.

24.2. **RENUMERATION 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 clause:

**Benefits** means the benefits selected by the employee from the benefits provided by Launceston Church Grammar School;

**Benefit(s) Value** means the amount specified by the School as the cost to the School 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 Act 1986 (Commonwealth).
Salary Sacrifice Benefits means the salary sacrifice benefits made available by the School 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 School. Contributions will be made in accordance with clause 26.

(C) Conditions of Employment

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

(1) at a salary based on the salary scale detailed in sub-clause 20.1; and

(2) on terms and conditions not less than those prescribed in this Agreement; or

(3) 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 Headmaster or Headmaster’s delegate may offer to provide and the employee may agree in writing to accept;

(1) the benefits selected by the employee from those made available by the School; and

(2) a salary equal to the difference between the benefit value and the salary which would have applied to the employee under sub-clause 20.1, in the absence of an agreement made under the provisions of this sub-clause.

(E) Available Benefits

The benefits will be those made available by the School.

(F) Notification of Benefits Value

The Headmaster or Headmaster’s delegate must advise the employee in writing of the benefit value and any packaging fee that will apply before the employee and the Headmaster or Headmaster’s delegate enter into an agreement pursuant to paragraph (D) of this sub-clause.

(G) Salary Adjustment Authorisation

The employee authorises the Headmaster or Headmaster’s delegate to make the appropriate adjustments to the employee’s salary in paragraph (F) of this subclause, 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 School for any fringe benefits tax, or any other tax, and any salary packaging fees imposed by the School (or a party acting under contract for the School) 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 paragraph (D) of this sub-clause
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 (A)(ii) 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 Headmaster or Headmaster's delegate and an employee, an overpayment or any other liability occurs as a result of a mistake of fact;

(i) the School shall be entitled to reimbursement of any overpayment; and/or
(ii) the employee shall 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 School the repayment schedule shall be determined by negotiation between the Headmaster or Headmaster's delegate 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 12 month period and must provide the School's administration with 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 2 pay cycle’s from the employee; and
(ii) on termination of the employee’s employment; and
(iii) if the School is unable to continue such arrangements; and
(iv) if legislative changes prevent continuation of such arrangements.

(O) Independent Advice

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

25. SUPERANNUATION

Clause 18 of the Award applies with no variation.
PART 5 – HOURS OF WORK AND RELATED MATTERS

26. HOURS OF WORK

26.1 ORDINARY HOURS OF WORK

Clause 19 of the Award applies with no variation.

26.2 MAXIMUM TEACHING TIME

The allocated teaching time of a full-time teacher shall be no more than 45 hours (2700 minutes) per fortnightly cycle unless otherwise agreed to in writing between the Headmaster or Headmaster’s delegate and the employee.

26.3 HOURS – TEACHERS

(A) A teacher is required to undertake activities in 3 prescribed areas, namely; teaching time, non-teaching time and duties.

(B) The makeup and extent of the teaching time of a teacher shall be determined by the Headmaster or Headmaster’s delegate and shall, subject to the requirements of sub-clause 26.3(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 teacher’s attendance is required.

(iv) *Supervision time allowance* included within a teacher’s allocated instructional load.

(v) *Co-curricular responsibilities*.

(C) In allocating the teaching time of a teacher in accordance with sub-clause 26.3(B) the Headmaster or Headmaster’s delegate 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 a teacher does not exceed 2700 minutes (45 hours) in a fortnightly cycle, unless otherwise agreed to in writing by the Headmaster or Headmaster’s delegate and the employee.
(ii) The timetabled face to face teaching time of a Senior Campus teacher 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 Headmaster or Headmaster's delegate and the employee.

(iii) The allocated co-curricular responsibilities of a full-time teacher shall 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 teacher is required to undertake 1 sport or activity each year involving an approximate time commitment of 60 hours per annum. By agreement between the Headmaster or Headmaster's delegate and the employee, a part-time teacher may be required to participate in the co-curricular program on a proportionate basis (based on the part-time teacher'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 a teacher outside of his or her approved timetable shall not be counted as teaching time.

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

The planning and preparation time allocated to a full-time teacher shall 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 teacher shall be allocated on a proportionate basis, to the nearest lesson (refer sub-clause [26.4][B] herein) for a Senior Campus teacher, and in minutes for a Junior Campus teacher.

(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) behavior 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. Founder’s 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 teachers appointed to residential positions).

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

26.4 **CALCULATION OF A SENIOR CAMPUS TEACHER’S FTE**

(A) Calculating the FTE of a part-time Senior Campus teacher involves the following 3 steps:

Step 1: Determine the total number of lessons allocated to the teacher in the fortnightly cycle.

Step 2: Multiply the figure identified in Step 1 by 45. This figure is the teacher’s teaching time in minutes in any fortnightly cycle.

Step 3: Divide the figure identified in step 2 by 2700. This figure is the teacher’s FTE expressed as a percentage of the maximum teaching time for a full-time senior campus teacher.
(B) For the purpose of sub-clause 26.4(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 teacher’s attendance is required.

(iv) Timetabled planning and preparation period(s).

(v) A teacher’s allocated fortnightly supervision time allowance in minutes ÷ 45.

In the case of (B)(i), (ii) and (iv) each lesson allocated shall have a nominal value of 45 minutes.

26.5 Calculation of a Junior Campus Teacher’s FTE

(A) Calculating the FTE of a part-time Junior Campus teacher involves the following 2 steps:

Step 1: Determine the total number of minutes teaching time the teacher 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 teacher expressed as a percentage of the maximum teaching time for a full-time Junior Campus teacher.

(B) For the purpose of Sub-clause 26.5(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 teacher’s attendance is required.

(iii) Timetabled planning and preparation time.

(iv) Timetabled pastoral care time.

26.6 Loading for a Part-Time Senior Campus Teacher

(A) In lieu of not being allocated regularly timetabled pastoral care periods the annual teaching salary of a part time Senior Campus teacher shall be multiplied by a factor of 1.02%.
PROVIDED THAT the application of the factor to the teacher’s salary shall not, under any circumstances, be considered to increase the FTE of the teacher, as calculated in accordance with the requirements of sub-clause 26.4 herein.

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

27. BREAKS

Clause 20 of the Award is replaced as follows.

(A) For the purpose of this clause additional duties shall 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 19 of the Award, additional duties shall be counted as work time.

PROVIDED THAT additional duties shall 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 shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.
PART 6 – LEAVE AND PUBLIC HOLIDAYS

28. ANNUAL LEAVE

Clause 21 of the Award is replaced as follows.

(A) Part-time and full time employees who work a full year covered by the Award and this Agreement are entitled to 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 as follows.

(A) This clause supplements the NES which deals with annual leave.

(C) An employee who has served through the school year is entitled to leave loading of 17.5% on 4 weeks’ annual leave. 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.

(C) 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

31.1 LONG SERVICE LEAVE ENTITLEMENT AND ACCRUAL RATES

(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 8 years continuous service.

(B) After completing 8 years continuous service an employee shall accrue further long service leave at the rate of 6.5 working days for each additional completed year of continuous service (or pro-rata for part thereof).

(C) An employee who has completed 8 years continuous service is entitled;

(i) to take long service leave in accordance with the provisions of this Agreement and the School’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 7 years continuous service, but has not completed 8 years’ service, will be entitled to pro-rata long service leave calculated on the basis of 6.5 working days for each completed year of continuous service or part thereof;

(i) if the employee attains the age for retirement;

(ii) if the employee’s employment is terminated on account of illness of such a nature to justify the termination of that employment;

(iii) if 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

(iv) if 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

Clause 12(5) of the Long Service Leave Act 1976 (TAS) does not apply to this Agreement and is replaced as follows.

The minimum amount of long service leave that can be taken by an eligible employee is 1 term week or 5 consecutive work days exclusive of public holidays and weekends.
31.3 CALCULATION OF LONG SERVICE LEAVE

Long service leave payment shall be calculated on the basis of the employee’s FTE and salary at the:

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

31.4 OTHER MATTERS PERTAINING TO LONG SERVICE LEAVE

All other conditions relating to long service leave shall be in accordance with the Long Service Leave Act 1976 (TAS), the School’s Long Service Leave policy and is subject to the approval of the Headmaster or Headmaster’s delegate.

32. PERSONAL/CARERS LEAVE AND COMPASSIONATE LEAVE

Clause 24 of the Award refers to Personal/Carers Leave and Compassionate Leave being provided for in the NES. Part 2-2 Division 7 the Act, describes the requirements for Personal/Carers Leave and Compassionate Leave. The Act requirements apply to this Agreement unless replaced as follows.

32.1 PAID PERSONAL LEAVE

(A) Applies to Employees Other Than Casual Employees

Clause 95 of the Act applies with no variation.

(B) Entitlement to Paid Personal/Carers Leave

Clause 96 of the Act applies with no variation.

(C) Taking of Personal/Carers Leave

Clause 97 of the Act applies with no variation.

(D) Employee Taken Not To Be On Paid Personal/Carers Leave on Public Holiday

Clause 98 of the Act applies with no variation.

(E) Payment for Paid Personal/Carers Leave

Clause 99 of the Act applies with no variation.

(F) Cashing Out of Personal/Carers Leave

(i) Clause 100 of the Act applies with no variation.

(ii) Clause 101 of the Act applies with no variation.
32.2 **Unpaid Carers Leave**

(A) Entitlement to Unpaid Carers Leave

Clause 102 of the Act applies with no variation.

(B) Taking Unpaid Carers Leave

Clause 103 of the Act applies with no variation.

32.3 **Compassionate Leave**

(A) Entitlement to Compassionate Leave

Clause 104 of the Act applies with no variation.

(B) Taking Compassionate Leave

Clause 105 of the Act applies with no variation.

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

Clause 106 of the Act applies with no variation.

32.4 **Notice and Evidence Requirements**

Clause 107 of the Act is replaced as follows.

(A) Notice

(i) When taking leave under clause 32 of this Agreement an employee must provide the Headmaster or Headmaster’s delegate with notice of the taking of leave.

(ii) The notice:

(1) must be given to the Headmaster or Headmaster’s delegate as soon as is reasonably practicable (which may be a time after the leave has started); and

(2) must advise the Headmaster or Headmaster’s delegate of the period, or expected period, of the leave.

(B) Evidence

(i) An employee who has given the Headmaster or Headmaster’s delegate notice of the taking of leave under clause 32 of this Agreement must give the Headmaster or Headmaster’s delegate evidence, that would satisfy a reasonable person that:
(1) if it is paid personal/carers leave – the leave is taken for a reason specified in sub-clause 32.1(C); or

(2) if it is unpaid carers leave – the leave is taken for permissible occasion in circumstances specified in sub-clause 32.2(B); or

(3) if it is compassionate leave – the leave is taken for a permissible occasion in circumstances specified in sub-clause 32.3(B).

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

(C) Compliance

An employee is not entitled to take leave under clause 32 unless the employee complies with sub-clause 32.4.

Note: Personal information given to an employer under this clause may be regulated under the Privacy Act 1988 (Commonwealth).

33. COMMUNITY SERVICE LEAVE

Part 2-2 Division 8 of the Act applies with no variation.

34. PUBLIC HOLIDAYS

34.1 GENERAL PROVISIONS RELATING TO PUBLIC HOLIDAYS

Sub-clause 26.1 of the Award applies with no variation.

34.2 SUBSTITUTION OF PUBLIC HOLIDAYS

Sub-clause 26.2 of the Award applies with no variation.

34.3 EASTER TUESDAY

In accordance with sub-clause 34.2, the parties agree to substitute the regional holiday known as “Launceston Cup Day” as prescribed by the Statutory Holidays Act 2000 (TAS), with Easter Tuesday each calendar year. Easter Tuesday will be a paid public holiday for all purposes of this Agreement.

35. PARENTAL LEAVE

Parental Leave is provided for in Part 2-2 Division 5 of the Act and is supplemented by the sub-clauses below.

35.1 ELIGIBILITY FOR PARENTAL LEAVE

Part 2-2 Division 5 Subdivision A of the Act applies with no variation.
35.2 **Unpaid Parental Leave**

Part 2-2 Division 5 Subdivision B of the Act applies with no variation.

35.3 **Other Entitlements**

Part 2-2 Division 5 Subdivision C of the Act, applies with no variation.

35.4 **Application of Paid Parental Leave**

Paid parental leave arrangements provided for in clause 35, shall 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 (Maternity Leave)**

A Paid Parental Leave scheme is provided for by the Federal Government. With this scheme, eligible employees may receive up to 18 weeks of Parental Leave Pay at the rate of the National Minimum Wage.

(A) Paid parental leave when an employee participates in the National Minimum Wage Parental Leave Pay scheme

Where an eligible teacher participates in the National Minimum Wage Parental Leave Pay scheme, the following provisions will apply:

(i) **Permanent Full-time and Part-time Teachers**

Permanent full-time and permanent part-time teachers will have paid to them the difference between the rate of pay and the corresponding FTE Load to which the teacher was entitled immediately before commencement of parental leave; and the National Minimum Wage. This difference will be funded by the School for the duration of the paid parental leave taken by the teacher. Payment will be made in the first pay period after the commencement of parental leave.

PROVIDED THAT the maximum amount of combined employer and Government funded paid maternity leave is 18 weeks.

(ii) **Entitlement to Additional Periods of Paid Maternity Leave**

A teacher shall be required to complete a period of at least 12 months continuous service following the return to work from parental leave before being eligible for a further period of paid parental leave in accordance with the sub-clauses above.
(iii) Leave accruals whilst on paid parental leave and superannuation

For the duration of an eligible teacher’s parental leave, both paid and unpaid components of parental leave do not attract any leave accruals for any other form of paid leave and do not attract employer superannuation contributions.

(B) Paid parental leave where a teacher does not participate in a National Paid Parental Leave Scheme

Where a teacher chooses not to participate in the National Paid Parental Leave Scheme, is ineligible to participate in the National Paid Parental Leave Scheme or the National Paid Parental Leave ceases to exist:

(i) Permanent full-time and part-time teachers

Permanent full-time and permanent part-time teachers not participating in a National Paid Parental Leave Pay scheme shall be entitled to leave on full pay as per sub-clause 35.5(B)(iii) of this Agreement. Payment of paid maternity leave will be at the rate and corresponding FTE load to which the teacher was entitled immediately before commencing parental leave, and will be paid in the first pay period after the commencement of parental leave.

(ii) Entitlement to additional periods of paid maternity leave

A teacher shall be required to complete a period of at least 12 months continuous service following the return to work from parental leave before being eligible for a further period of paid maternity leave in accordance with the sub-clauses above.

(iii) Amount of paid maternity leave

For the purposes of sub-clause 35.5(B) the specified period for payment paid maternity leave is 12 weeks.

(iv) Leave accruals whilst on parental leave and superannuation

For the duration of an eligible teacher’s parental leave, both paid and unpaid components of parental leave do not attract any leave accruals for any other form of paid leave and do not attract employer superannuation contributions.
35.6 **Paid Parental Leave (Paternity Leave)**

(A) For the duration of this Agreement a permanent teacher who has completed at least 12 months continuous service with Launceston Church Grammar School, shall be entitled to a total of 5 work days paid paternity leave on full pay to be taken between;

(i) the time of hospitalisation of the expectant mother in preparation for the birth or the commencement of the mother’s labour, whichever occurs first; and

(ii) the fifth clear weekday following the return home of the mother and/or child (or children) following the birth.

(iii) For a part time teacher payment for the 5 days paid paternity leave shall be based on the FTE load that the part time teacher was undertaking immediately prior to the commencement of the leave.

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

(B) **Entitlement to additional periods of paid paternity leave**

A teacher shall be required to complete a period of at least 12 months continuous service following the return to work from parental leave before being eligible for a further period of paid paternity leave in accordance with the sub-clauses above.

(C) **Leave accruals whilst on paternity leave and superannuation**

For the duration of an eligible teacher’s parental leave, both paid and unpaid components of parental leave do not attract any leave accruals for any other form of paid leave and do not attract employer superannuation contributions.

(D) **Introduction of the National Paid Paternity Leave Scheme**

(i) For the life of this Agreement, the provisions of sub-clause 35.6 of this Agreement shall be in addition to the National Paid Paternity Leave scheme.

(ii) An employee must satisfy all the requirements of the National Paid Paternity Leave scheme in order to receive the payment, in particular the requirements for the taking of leave.
36. RENEWAL LEAVE SCHEME (RLS)

(A) Philosophy

The parties to this Agreement recognise that the quality of teaching and students' educational outcomes, may be improved by teachers’ 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 shall be the 1st 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 shall be the date 5 years from the commencement date (as defined).

(iii) **Leave accrual period** means the period in which a participant in the RLS (as defined) shall 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 clause 20 and clause 21, 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 Launceston Church Grammar School and has commenced participation in the RLS (as defined).

(viii) **Participant salary rate** means the rate at which a participant shall be paid during their participation in the renewal leave scheme. In most circumstances this shall 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 Headmaster or Headmaster’s delegate and 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 shall be 5 calendar years in duration.

(C) **Application to Participate**

(i) A permanent employee with a minimum of 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 Headmaster or Headmasters delegate and is subject to his or her:

(1) consideration of the operational requirements of the School; 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 they shall be notified in writing and their participation in the scheme shall commence from the following 1st of January.

(v) Where an employee’s application to participate in the RLS is unsuccessful they shall be notified in writing of the decision.

(vi) If an employee has taken their renewal leave and completed the RLS agreement, or has withdrawn from the RLS in accordance with either paragraph (E) or paragraph (N) of this sub-clause, and again wishes to participate in the RLS, a fresh application must be made.

(D) **Participation**

A participant in the RLS shall;

(i) work for the first 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. 80% of normal salary) for the duration of leave accrual period (i) and leave period (ii) above.
Unless otherwise agreed in writing payment shall be in accordance with the normal payment of wages procedures.

(E) Suspension

(i) Where a participant in RLS agreement proceeds on any 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 shall be suspended for the duration of the leave period. Where the employee is entitled to payment for the leave the payment shall 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 shall 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 shall, within 7 days of resumption of normal duties, indicate to the Headmaster or Headmaster’s delegate in writing his or her choice of 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 4 year accrual period is completed as part of the RLS agreement. The revised dates of the leave accrual period shall be included in the new RLS agreement.

- The revised dates of the leave period which shall 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 shall, 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 shall be adjusted to reflect the reduced leave accrual period (i.e. original 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 shall be terminated with effect from the date of commencement of the suspension period.
- The employee shall 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 shall 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 shall 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 an RSL agreement those variations may to be taken into consideration when calculating the participant’s leave period payment.

(ii) Details of how general variations shall be calculated are available from the 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 shall choose 1 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; or

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 (A)(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 clause 20 shall 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 shall 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 Launceston Church Grammar School 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 sub-paragraph (K)(ii) already paid to the participant during the leave period; shall 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 an RLS agreement shall 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 an RLS agreement shall 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 RLS agreement must be by mutual written agreement between the parties.

37. LEAVE WITHOUT PAY (LWOP)

(A) Application for Leave Without Pay

A teacher may apply for leave without pay, the granting of such leave is at the discretion of the Headmaster or Headmaster’s delegate.

(B) Return to Work Guarantee

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

(i) the teacher’s pre-leave without pay position; or

(ii) if that position no longer exists – an available position for which the teacher 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 shall be 2 years.

PROVIDED FURTHER THAT this clause shall be effective from the date of commencement of this Agreement and shall not be retrospective.
38. 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 means, 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.

For example but not limited to; absence due to/or to deal with instances of domestic violence or family breakdown, or absence due to an illness covered by a medical certificate and recognised by the School as an infectious condition (as defined by the Department of Health and Human Services).

(C) The entitlement to exceptional circumstances leave is limited to 5 term days per calendar year. For part time employees the exceptional circumstances Leave entitlement shall be based on the employee’s FTE at the time of taking the leave.

PROVIDED THAT the limit of 5 term days can be subject to negotiation between the Headmaster or Headmaster’s delegate 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 5 term days per calendar year will be at the discretion of the Headmaster or Headmaster’s delegate.

(D) The exceptional circumstances leave entitlement does not accrue from year to year.

(E) 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.

(F) Wherever possible, applications following school procedures, should be made in advance. However the School acknowledges, that in certain circumstances, applications may need to be made retrospectively.
PART 7 – MISCELLANEOUS PROVISIONS

39. STAFF INDUCTION, BEGINNING TEACHERS

In addition to provisions contained in the Staff Handbook 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 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 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 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 Headmaster or Headmaster’s delegate, the time release may be “banked” for the purposes of attending a professional development program of a longer duration.

40. INNOVATION GRANT

Launceston Church Grammar School 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 School 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 Headmaster or Headmaster’s delegate will initiate the application process in Term 3 of the year prior to the year in which the project is to be undertaken.

   (i) The first application process will commence in Term 3 of 2013.

   (ii) The first innovation grant project will commence in 2014, subject to the application and approval requirements of this clause.

(C) Applications are to include a detailed project plan and a full costing of the intended project, which will be assessed by the Headmaster or Headmaster’s delegate 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 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 26. 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 Headmaster or Headmaster’s delegate and the teacher 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 Headmaster or Headmaster’s delegate is not obliged to provide time release.
(H) The Headmaster or Headmaster’s delegate 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 Headmaster or Headmaster’s delegate retains the right not to award a grant in any year where:

(i) the project applications submitted are assessed by the Headmaster or Headmaster’s delegate 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.

41. NO FURTHER CLAIMS

The parties agree that for the duration of the Agreement no further claims will be made by either party, on the other in respect of wages or working conditions not covered by this Agreement.

Launceston Church Grammar School reserves the right to make additional payments to individuals where it deems appropriate.

42. TRANSITIONAL PROVISIONS

Schedule A of the Award applies with no variation.

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

Schedule B of the Award applies with no variation.

44. PART-DAY PUBLIC HOLIDAYS

Schedule C of the Award applies with no variation.
SIGNATORIES TO THE AGREEMENT

Signed on 14/09/2015 for and on behalf of all employees employed by the employer under the scope of the Educational Services (Teachers) Award 2010.

Mark Andrew Cox

I, Mark Andrew Cox, have been delegated authority to sign this Agreement on behalf of the teaching staff of Launceston Church Grammar School.

Witness signature

Witness name (print)

Date: 14 / 9 / 2015

Launceston Church Grammar School (Teachers) Enterprise Agreement
1 March 2015 – 28 February 2018