



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Circular Head Christian School Inc T/A Circular Head Christian School,
Devonport Christian School Inc T/A Devonport Christian School,
Launceston Christian School Inc T/A Launceston Christian School,
Leighland Christian Parent Controlled School Association Inc T/A
Leighland Christian School, Newstead Christian School Incorporated T/A
Newstead Christian School, Southern Christian College Incorporated T/A
Southern Christian College**
(AG2021/8857)

TASMANIAN INDEPENDENT CHRISTIAN SCHOOL (TEACHERS) MULTI ENTERPRISE AGREEMENT 2022

Educational services

DEPUTY PRESIDENT EASTON

SYDNEY, 1 MARCH 2022

Application for approval of the Tasmanian Independent Christian School (Teachers) Multi Enterprise Agreement 2022.

[1] Circular Head Christian School Inc T/A Circular Head Christian School, Devonport Christian School Inc T/A Devonport Christian School, Launceston Christian School Inc T/A Launceston Christian School, Leighland Christian Parent Controlled School Association Inc T/A Leighland Christian School, Newstead Christian School Incorporated T/A Newstead Christian School, Southern Christian College Incorporated T/A Southern Christian College (**the Employers**) have made an application for the approval of the *Tasmanian Independent Christian School (Teachers) Multi Enterprise Agreement 2022* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a multi-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] Clause 4 provides “This Agreement commences on 1 January 2022 or seven days after approval by the Fair Work Commission, whichever is the later...”. Pursuant to s.54(1)(a) of the Act, the Agreement will commence seven days following the approval of the Agreement.

[4] I note that the Agreement does not expressly state the salaries of the employees under the Agreement. I also note that the earlier Agreement, *Tasmanian Independent Christian Schools (Teachers) Multi Enterprise Agreement 2019* (AE503624) does not provide any salary rate either. I am, however, satisfied that clauses 26-35 of the Agreement adequately establish enforceable salaries.

[5] I note that Clause 47.3 – Personal/Carer’s Leave is potentially inconsistent with the National Employment Standards (NES). Noting the submissions and the NES precedence provision (clause 9) of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Independent Education Union of Australia (IEUA) was a bargaining representative for the Agreement and 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 IEUA.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 March 2022. The nominal expiry date of the Agreement is 31 December 2024.



DEPUTY PRESIDENT

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Tasmanian Independent Christian Schools
(Teachers) Multi Enterprise Agreement 2022

A future you can
have faith in.



PART A – Application and Operation

1. Agreement Title

This Agreement shall be known as the *Tasmanian Independent Christian Schools (Teachers) Multi Enterprise Agreement 2022*.

2. Arrangement

This Agreement is arranged as follows:

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PART A – Application and Operation

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PART A – Application and Operation

3. Definitions

Act means the *Fair Work Act 2009*.

Agreement means the *Tasmanian Independent Christian Schools (Teachers) Multi Enterprise Agreement 2022*.

Annual Salary Increase means the percentage increase applied to the salary scale in accordance with the provisions of Section 25 herein.

Award means the *Educational Services (Teachers) Award 2020*.

Casual Teacher means a Teacher who is engaged on a casual basis for a period not exceeding four weeks.

Provided that such casual engagement may be extended to one term by agreement between the Employer and the Teacher, in circumstances where the Teacher is engaged as a replacement for another Teacher.

Employer means an Employer covered by this Agreement (Refer to Schedule One)

Employee means a person employed as a Teacher at a School.

Experienced Teacher means an Employee who has achieved full registration under the *Teachers Registration Act 2000* and satisfied the ISTAA assessment process to be recognised as an Experienced Teacher.

Four-Year Trained Teacher means a Teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian University or the equivalent as determined by the National Office of Overseas Skills Recognition or the Tasmanian Teachers Registration Board or, in the case of Early Childhood Teachers, the relevant licensing and accreditation authority.

Five-Year Trained Teacher means a Teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian University and in addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study, or the equivalent as determined by the National Office of Overseas Skills Recognition or the Tasmanian Teachers Registration Board or, in the case of Early Childhood Teachers, the relevant licensing and accreditation authority.

Full-Time Teacher means any Teacher other than a Casual, Part-Time or Temporary Teacher.

Full Time Equivalent (FTE) means the allocated teaching hours of a Part-Time Teacher expressed as a percentage of the teaching hours allocated to a Full-Time Teacher at a school. It is the means of determining the proportionate rate of pay and accrued benefits for a Part-Time Teacher.

Graduate Teacher means an Employee employed as a Teacher who is yet to achieve full registration under the *Teachers Registration Act 2000*.

ISTAA means the Independent Schools Teacher Accreditation Authority.

Long-Term Leave means any form of approved leave, whether paid or unpaid or both paid and unpaid, exceeding twelve months in duration.

PART A – Application and Operation

National Employment Standards (NES) means the minimum employment standards set out in Part 2-2 of the Act.

Part-Time Teacher means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.90 FTE. A Part-Time Teacher who works above 0.90 FTE at the direction of the Employer will be considered Full-Time and paid accordingly.

Provided that where a Teacher requests to work above 0.90 FTE, though less than 1.00 FTE the Teacher will be considered Part-Time and paid accordingly.

Non-Term Weeks means weeks in the School Year which fall outside of School Term(s). Teachers may be required to attend during Non-Term Weeks for professional development, planning and to prepare classes and programs.

Regulations means the *Fair Work Regulations 2009*.

School Term(s) means the period(s) of attendance prescribed for students by a school during a School Year.

School Year means either:

- January to 31 December; or
- the first day of work for an Employee after the Christmas school holidays to the last day of the Christmas school holidays the following year;

selected at the discretion of the Employer.

Specialist VET Teacher means an Employee engaged as a Teacher who holds current Specialist VET Registration issued by the Teacher Registration Board Tasmania.

Teacher means a person who is registered to teach in the State of Tasmania and is employed as a Teacher at a School.

Temporary Teacher means a Teacher employed to work full-time or part-time for a period which is not more than a full school year, but not less than four school weeks.

Provided that a Temporary Teacher may be employed for a period in excess of a full school year but not more than three full school years where such a Teacher is replacing a Teacher who is to be absent from his or her role for a period in excess of one year.

A Teacher shall not be employed on a temporary basis unless the Teacher is advised in writing at the point he or she is offered the position that it is temporary. A teacher shall not be employed on a temporary basis for the purpose of probation.

Unqualified Teacher means an Employee engaged as a Teacher who holds a current Limited Authority to Teach issued by the Teacher Registration Board Tasmania, though is neither fully or provisionally registered as a Teacher with that body.

PART A – Application and Operation

4. Agreement Commencement Date and Period of Operation

This Agreement commences on 1 January 2022 or seven days after approval by the Fair Work Commission, whichever is the later. The nominal expiry date of the Agreement is 31 December, 2024.

5. Coverage

5.1 Parties Bound

Subject to sub-section 5.2, this Agreement shall cover:

- (a) Employers/Schools listed in Schedule One – Employers Party to this Agreement; and
- (b) Employees engaged as Teachers, as defined in Section 3, employed by the Employers/Schools listed in Schedule One – Employers Party to this Agreement.

5.2 Exclusions

This Agreement shall not apply to;

- (a) persons appointed as Principals; and
- (b) persons engaged on an individual fee basis to instruct students of the School in areas such as music or other individual arts; and
- (c) sports coaches and trainers (unless appointed as Teachers); and
- (d) foreign language or LOTE Teachers engaged to instruct students on an individual basis e.g. conversation or other individual tuition; and
- (e) persons employed as teacher's aides, helpers, assistants or supervisors in or in connection with child care, child minding centres, Before and After Care and Vacation Care services; and
- (f) psychologists and school counsellors (unless appointed as Teachers); and
- (g) Employees who are engaged for the purpose of religious instruction or supervision of prayers or to undertake other religious duties of a non-teaching nature.
- (h) Employees, including Teachers, employed in early childhood services, including those engaged in accordance with the provisions set out in *Schedule B—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year of the Award.*

6. Supersession

Where a pre-existing enterprise agreement covers an Employee or Employer covered by this Agreement that enterprise agreement shall be superseded and replaced by this Agreement upon its commencement (refer Section 4).

7. Job Security/Financial Viability

The parties to this Agreement are committed to both job security for Teachers and the ongoing financial viability of each School.

PART A – Application and Operation

8. No Further Claims

The parties to this Agreement (i.e. an Employer or Teacher[s] covered by the Agreement) acknowledge that for the duration of the Agreement neither will make any further claims in respect of salaries or conditions of employment.

9. Relationship to the NES

This Agreement does not exclude the NES and the NES will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.

10. Relationship to the Award

- (a) This Agreement incorporates the Award, as is in force from time to time.
- (b) To the extent that a term of this Agreement deals with the same matter(s) as a term of the Award the Agreement term will prevail in its entirety.
- (c) Where this Agreement is silent on a matter which is dealt with by a term of the Award the Award term shall apply.

11. Agreement Flexibility

- (a) An Employer and a Employee (other than an Employee engaged as a Casual Teacher) covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the agreement deals with one or more of the following matters:
 - 1. arrangements about when work is performed;
 - 2. allowances;
 - 3. leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in sub-clause 11(a)(i) herein; and
 - (iii) the arrangement is genuinely agreed to by the Employer and Employee.
- (b) The Employer 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.

PART A – Application and Operation

- (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by the Employer and Employee and if the Employee is under eighteen years of age, signed by the 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 Employer must give the Employee a copy of the individual flexibility arrangement within fourteen days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than twenty-eight days written notice to the other party to the arrangement; or
 - (ii) if, at any time, the Employer and Employee agree in writing.

12. Dispute Resolution

Subject to the provisions of the Act, all grievances, claims or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the following manner:

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Principal or his or her nominee in accordance with any procedures that have been adopted by the school. The reference to his or her nominee applies to an Employee as well as the Principal; Both the Employer and the Employee may be represented for purposes of this Section.
- (b) Should the matter not be resolved, it may be referred by either party to the Fair Work Commission, or any person agreed between the parties, for conciliation.

PART A – Application and Operation

- (c) During the conciliation the Commissioner may:
 - (i) arrange conferences of the parties or their representatives at which the Commissioner is present;
 - (ii) require the attendance of the parties or their representatives;
 - (iii) arrange for the parties or their representatives to confer among themselves at conferences at which the Commissioner is not present; and
 - (iv) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.
- (d) An Employee who is a party to a dispute must, while the dispute is being resolved:
 - (i) continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) comply with any reasonable direction given by the Employer to perform other available work, either at the same workplace or at another workplace.
- (e) In directing an Employee to perform other available work, the Employer must have regard to:
 - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that Employee or that other work; and
 - (ii) whether that work is appropriate for the Employee to perform.

PART B – Employment Terms

13. Categories of Employment

(a) A person may be employed as a:

- (i) Full-Time Teacher;
- (ii) Part-Time Teacher;
- (iii) Casual Teacher;
- (iv) Temporary Teacher;
- (v) Unqualified Teacher.

Where it is appropriate an Employer may engage a person in more than one category (e.g. as a Part-Time Teacher and Casual Teacher).

(b) Teachers employed as Temporary Teachers may work:

- (i) Full-Time; or
- (ii) Part-Time; and

will be employed on either a:

- (i) Fixed-Term contract; or
- (ii) Maximum-Term contract;

The choice of which remains at the discretion of the Employer.

14. Terms of Engagement

14.1 Letter of Appointment

- (a) On appointment, The Employer shall provide the Employee, (other than an Employee engaged as a Casual Teacher) with a letter of appointment stating inter alia the classification band and rate of salary as at appointment, the normal teaching load that will be required, and an outline of superannuation benefits available to Employees employed as Teachers at the School.
- (b) Where the Employer engages the Employee on a Fixed-Term contract, the letter shall inform the person of the reason the employment is a fixed-term engagement, the date of commencement and the period of employment.
- (c) Where the Employer engages the Employee on a Maximum-Term contract, the letter shall inform the person of the reason the employment is a maximum-term engagement, the date of commencement, the notice provisions and the date the employment will finish if the engagement extends to its maximum term.

14.2 Direction

The Employer may direct a Teacher to carry out such duties as are within the limits of the Teacher's skill, competence and/or training.

PART B – Employment Terms

14.3 Duties

- (a) In addition to duties associated with teaching, learning, assessment and reporting the duties of Teachers may include, though are not necessarily limited to, playground duties, sports duties, attending school camps, retreats, excursions, parent/Teacher and staff meetings, administration and assembly duties, pastoral care duties, school designated professional development training and/or meetings, and the extra-curricular activities and, in relation to Teachers appointed to residential positions, residential duties.
- (b) A Part-Time Teacher shall undertake the normal duties described above proportional to their face to face teaching load as required by the School over the course of the year. The School will attempt to assist a Part-Time Teacher to meet these requirements by consulting with the Teacher regarding the timing of such commitments.
- (c) If a Part-Time Teacher is required to attend duties on a day that they do not normally attend and that attendance is in addition to their normal pro rata duties the Teacher shall be paid for such attendance at the casual rate calculated in accordance with the requirements sub-section 37.5 of this Agreement.
- (d) In considering pro rata duties regard shall be had to whether the Teachers at the School normally perform those duties in addition to or in substitution for teaching duties.

14.4 Meal Breaks and Additional Duties

- (a) An Employee shall be entitled to an unpaid meal break of thirty consecutive minutes no later than five hours after commencing work.
- (b) Notwithstanding the provisions set out in clause 14.4(a) herein an Employee may be required, or may elect, to undertake additional duties during his or her meal break. For the purpose of this clause additional duties shall include, but may not be limited to, playground duties, meetings or co-curricular activities, or similar activities undertaken during the School's recess or lunchtime periods.
- (c) To preserve the NES entitlement to an unpaid meal break, wherever possible, additional duties for individual Employees shall be assigned to either the recess break or the lunch break, but not both on the same day (unless an Employee elects to do additional duties in both breaks). The break where duties are assigned is to be considered a paid break, and the break without duties is the unpaid meal break. Where Employees elect to undertake additional duties in both breaks, the lunch break remains an unpaid meal break and the duties undertaken shall not be counted as work time, or considered work, for the purpose of:
 - (i) calculating an Employee's total ordinary hours of work; or
 - (ii) determining compliance with sub-section 14.4(a) herein.

Provided that an Employee may be required to undertake a duty or remain on duty beyond his or her scheduled break time in certain

PART B – Employment Terms

circumstances. Such circumstances may include, but is not limited to, school excursions, sports carnivals, camps, coverage for absent teachers, etc. Where this is necessary no penalty shall apply.

15. Probation

15.1 Teachers, other than Temporary Teachers

- (a) Commencing Teachers, other than Temporary and Casual Teachers, will be required to complete a six-month probation period upon the commencement of their employment (i.e. from the day they first report for work).
- (b) Where a Teacher is absent, other than on paid leave, during the probationary period for any period(s) exceeding two consecutive weeks the probationary period shall be extended by the total period(s) of absence.
- (c) Subject to the successful performance review before the conclusion of the probationary period, a Teacher will be advised of his or her offer of continuing employment.
- (d) Nothing in this section prevents an Employer from terminating the employment of a Teacher during the probation period where it is deemed necessary. Where a Teacher's employment is terminated during his or her probation the provisions of Section 18 herein shall apply.

15.2 Temporary Teachers

- (a) At the discretion of the Employer, a Temporary Teacher may be required to complete a probation period upon commencement of employment. Where a probationary period of employment is deemed necessary the duration of the probation period will be determined by the employer and communicated to the prospective employee in the written offer of employment.
- (b) Subject to clause 15.2(c), where a Temporary Teacher is absent, other than on paid leave, during the probation period for any period(s) exceeding two consecutive weeks the probationary period may be extended by the total period(s) of absence.
- (c) Where the application of clause 15.2(b) would extend the probation period beyond the termination date for the Temporary Teacher's contract clause 15.2(b) shall have no effect.
- (d) Where a probationary period is set for Temporary Teacher the continuation of employment beyond the probation period is subject to successful completion of their probation.
- (e) Nothing in this section prevents an Employer from terminating the employment of a Temporary Teacher during the probation period where it is deemed necessary. Where a Teacher's employment is terminated during his or her probation the provisions of Section 18 herein shall apply.

PART B – Employment Terms

15.3 Casual Teachers

- (a) A Casual Teacher will not be required to participate in the probationary processes of the Employer.
- (b) Where a Casual Teacher is re-classified, for whatever reason, as either a Full-Time Teacher or Part-Time Teacher in accordance with sub-clauses 13(a)(i) or 13(a)(ii) he or she will be required to undertake a period of probationary employment in accordance with the requirements of sub-section 15.1 herein, commencing from the date of the Employee's re-classification.
- (c) Where a Casual Teacher is re-classified, for whatever reason, as a Temporary Teacher in accordance with sub-clause 13(a)(iv) he or she may be required, at the Employer's discretion, to undertake a period of probationary employment in accordance with the requirements of sub-section 15.2 herein, commencing from the date of the Employee's re-classification.

16. Averaging and Variability of a Teacher's Ordinary Hours

- (a) Notwithstanding the NES, and due to the operational nature of Employers in the industry, the ordinary hours of an Employee employed under the terms of this Agreement may be averaged over a 12 month period.
- (b) The ordinary hours of a Teacher during term weeks are variable. In return a Teacher is not generally required to attend for periods of time when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and activities requiring the Teacher's attendance.

17. Variation of a Part-Time Teacher's Hours

- (a) The Employer cannot vary a Part-Time Teacher's FTE or days of attendance unless:
 - (i) the Part-Time Teacher consents; or
 - (ii) where the variation is required as a result of a change in funding, enrolment or curriculum.
- (b) Where the requirements of sub-clause 17(a)(i) or sub-clause 17(a)(ii) are satisfied the Employer shall initiate the variation and;
 - (i) provide the Part-Time Teacher seven weeks' notice in writing of date of effect of the variation; or
 - (ii) where such variation results in a reduction in the Part-Time Teacher's salary, the Employer shall maintain his or her salary for a period of seven weeks.
- (c) Where the variation initiated in accordance with clause 17(b);
 - (i) is made without the Part-Time Teacher's consent; and
 - (ii) reduces the Part-Time Teacher's existing hours by 25% or more:

PART B – Employment Terms

the Teacher shall be entitled to a redundancy determined in accordance with the provisions of Section 20 herein.

Important Note: For clarity, no redundancy is payable where the Part-Time Teacher's substantive FTE is reduced by less than 25% in any one year and/or by less than 50% over a period of three consecutive School Years as a result of the variation(s) initiated in accordance with clause 17(b) herein.

18. Termination of Employment

18.1 Notice of Termination

(a) Subject to clause 18.1(c) and sub-section 18.3 the employment of any Employee (other than an Employee engaged as a Casual Teacher) may be terminated by;

- (i) The Employee giving seven School term weeks' notice; or
- (ii) The Employer;
 - 1. giving seven term weeks' notice; or
 - 2. making a payment of seven weeks' salary in lieu of notice; or
 - 3. by giving part notice and part payment in lieu of notice equal to seven weeks.

Provided that such seven weeks notice shall expire within the School term during which it is given.

(b) In the case of a Temporary Teacher engaged for a period of one term or less, the notice period will be:

- (i) four School term weeks' on either side; or
- (ii) the payment of four weeks in lieu of notice.

(c) The employment of any Employee (other than an Employee engaged as a Casual Teacher) may be terminated at any time in the first six months of the Employee's employment by:

- (i) the Employee giving at least four School term weeks' notice; or
- (ii) the Employer giving at least four School term weeks' notice or paying four weeks in lieu of notice.

18.2 Forfeiture

(a) If an Employee does not give the period of notice required under clause 18.1(a) or fails to work out the notice period, the Employer will have the right to withhold no more than 2 weeks salary for the Employee.

(b) If the Employer and Employee have agreed to a shorter period of notice than that required under clause 18.1(a) herein, and the Employee has worked out the agreed shorter period of notice, then no deduction can be made under clause 18.2(a).

PART B – Employment Terms

- (c) Any deduction under clause 18.2(a) must not be unreasonable in the circumstances.

18.3 Summary Dismissal

The Employer may dismiss summarily any Employee who is guilty of serious misconduct as defined by the Act or Regulations.

18.4 Suspension

- (a) Notwithstanding any of the provisions in this Agreement, the Employer may suspend an Employee with or without pay while considering any matter which, in the view of the Employer, could lead to the Employee's summary dismissal. Suspension without pay shall not be implemented without prior discussion with the Employee and shall not, without the Employee's consent, exceed four weeks.
- (b) If the Employer suspends an Employee without pay without consent under clause 18.4(a) and subsequently decides there are no grounds for summary dismissal, the Employer will pay the Employee his or her salary for the period of their suspension without consent.

18.5 Termination Job Search Entitlement

- (a) Where an Employer has given notice of termination to an Employee (other than an Employee engaged as a Casual Teacher) in circumstances other than a redundancy, the Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- (b) The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

18.6 Exclusions

Employees who are excluded from coverage of the notice of termination provisions in the NES are also excluded from coverage of the notice of termination provisions in this Agreement.

18.7 Statement of Service

Upon the termination of employment of an Employee the Employer will provide, upon the Employee's request, a statement of service setting out the commencement and cessation dates of employment.

PART B – Employment Terms

19. Teacher Attendance

19.1 Maximum Attendance Days

The maximum number of days that a Teacher will be required to attend during term weeks and Non-Term Weeks will be 200 in each School Year.

19.2 Circumstances not Counted as Attendance Days

- (a) The following circumstances are not included when calculating the 200 Teacher attendance days;
 - (i) co-curricular activities that are conducted on a weekend;
 - (ii) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-Term Weeks;
 - (iii) when the Employee appointed to a leadership position is performing duties in Non-Term Weeks that are directly associated with the leadership position;
 - (iv) when the Employee has boarding house responsibilities and the Employee is performing those duties during term weeks and Non-Term Weeks; and
 - (v) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an Employee may be recalled to perform duties relating to their position.

19.3 Foreign Country Exemption

The provision of sub-section 19.1 does not apply to Employers that adhere to the calendar and School Year of a foreign country.

19.4 Notice of Attendance Days

The Employer will provide written notice of the term weeks and days in non-term times on which Teachers are required to attend, six months in advance of the requirement to attend.

PART C – Redundancy and Consultation

20. Redundancy

20.1 Application

- (a) This section applies in respect of Full-Time and Part-Time Teachers, and shall not apply to:
 - (i) Temporary Teachers; or
 - (ii) Casual Teachers; or
 - (iii) Teachers who meet the requirements for exclusion in accordance with clauses 20.1(b), 20.1(c) and 20.1(d) herein.
- (b) Notwithstanding anything contained elsewhere in this Agreement, the provisions of this part shall not apply to Teachers with less than one year's service.
- (c) Notwithstanding anything contained elsewhere in this Agreement, the provisions of this section shall not apply where a Teacher's employment is terminated as a consequence of conduct which justifies instant dismissal, including malingering or neglect of duty.
- (d) Notwithstanding anything contained elsewhere in this Agreement, the provisions of this part shall not apply where a Part-Time Teacher's hours are reduced, without his or her consent, by up to 25% (of his or her existing hours).

Provided that, where the application of this sub-clause over a period of three consecutive School Years results in a Part-Time Teacher's substantive FTE being reduced by 50% or more the Teacher shall be entitled to a partial redundancy based on the total FTE reduction calculated in accordance with Section 119 of the Act.

20.2 Notice of Redundancy

Where a Teacher who satisfies the requirements of sub-section 20.1 is made redundant they shall be entitled to the notice of termination provisions set out in sub-section 18.1 herein.

20.3 Redundancy Payment

Redundancy pay is provided for in the NES, and where a redundancy payment is due it shall be calculated by reference to the redundancy pay table set out in Section 119 of the Act.

20.4 Redundancy Job Search Entitlement

- (a) Where an Employer has given notice of termination to a Teacher (other than a Casual Teacher) due to a redundancy, the Teacher must be allowed up to one day's time off per week without loss of pay for the purpose of seeking other employment.

Provided that the number of days off without loss of pay during the notice period is capped at four for a Teacher who is forty five years of age or younger, and five for a Teacher who is over forty five years of age.

- (b) The time off is to be taken at times that are convenient to the Teacher after consultation with the Employer.

PART C – Redundancy and Consultation

20.5 Teacher Leaving During the Redundancy Notice Period

If the employment of a Teacher terminates (other than for misconduct) before the notice period expires, the Teacher shall be entitled to the same benefits and payments under this part had the Teacher remained with the School until the expiry of such notice.

Provided that in such circumstances the Teacher shall not be entitled to payment in lieu of notice.

20.6 Transfer to Lower Paid Duties

Where a Teacher is transferred to lower paid duties for reasons set out in sub-section 21.1 of this part, the Teacher shall be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated, and the Employer may, at their option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

20.7 Alternative Employment

Subject to an application by the Employer and further order of the Fair Work Commission, the Employer may pay a lesser amount (or no amount) of severance pay than that prescribed by the NES if the Employer obtains acceptable alternative employment for a Teacher.

21. Consultation Regarding Major Change

21.1 Employer's Duty to Notify and Discuss

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Teachers, the Employer shall notify the Teachers who may be affected by the proposed changes, and the Union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Teachers to other work or locations and the restructuring of jobs.

21.2 Discussions with Teachers and their Representatives

- (a) The School shall discuss with the Teachers affected by the introduction of such changes, and the Union to which they belong, the introduction of the changes, the likely effect on the Teachers and the measures taken to avert or mitigate the adverse effects of such changes, as soon as is practicable after the Employer has made the decision outlined in clause 21.1(a).

PART C – Redundancy and Consultation

- (b) The Teachers may appoint a representative for the procedures outlined in this Part. If a Teacher appoints, or Teachers appoint, a representative for the purposes of consultation and the Teacher or Teachers advise the Employer of the identity of the representative, the Employer must recognise that representative. Where a Teacher is a member of a Union, the Union will be that Teacher's representative unless the Teacher appoints another person or revokes the Union's status as their representative.
- (c) For the purpose of the discussions the Employer shall provide, in writing, to the Teachers concerned, all relevant information about the proposed changes including the reasons for, and the nature of, the proposed changes, the number and categories of Teachers likely to be affected, information about the expected effects of the changes on the Teachers, and any other matters likely to affect the Teachers. This information shall be provided as soon as practicable after the School has made the decision outlined in clause 21.1(a), *provided that* the Employer shall not be required to disclose confidential or commercially sensitive information.
- (d) The Employer must give prompt and genuine consideration to matters raised about the major changes by the Teachers or their representatives.

22. Consultation Regarding Rostering and/or Ordinary Hours

22.1 Purpose

- (a) The purpose of this clause is to ensure that consultation occurs in circumstances where;
 - (i) the Employer is considering changing a Part-Time Teacher's (or a Temporary Teacher working Part-Time) regular roster and/or ordinary hours of work; and
 - (ii) the redundancy provisions set out in Section 20 herein do not apply.

22.2 Rostering or Ordinary Hours Consultation

- (a) Where the requirements of clause 22.1(a) are met the Employer will consult with the affected Teacher about the proposed change to his or her regular roster and/or ordinary hours of work. In doing so, the Employer shall:
 - (i) provide information to the affected Teacher about the change; and
 - (ii) invite the affected Teacher to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views that are given by the Teacher.

PART C – Redundancy and Consultation

- (b) A Teacher may be represented for the purposes of consultation under this clause.
- (c) Where the proposed change is to apply to more than one Part-Time Teacher the Employer may consult with the Teacher's as a group where it is appropriate to do so.

23. Consultative Committee Enabling Clause

- (a) Where requested to do so by a majority of Teachers the Employer will establish a Consultative Committee.
- (b) Upon receipt of a written request to the Principal, the Employer will arrange a secret ballot of Teachers to be conducted and declared within 10 weeks of the request being received. The ballot will be carried if a minimum of 50 percent plus one of the Teaching Staff employed at the time of the ballot support the proposal to establish a Consultative Committee. The total number of Teachers employed by the Employer at the time of the ballot will be established by a head count of all teaching staff on the date the ballot is completed and declared.
- (c) Where the ballot is successful the Consultative Committee will be established and will operate under its own terms of reference though, for clarity, the committee will operate in an advisory capacity, without decision-making powers.
- (d) Where a Consultative Committee is established in accordance with this sub-section it will operate for the remainder of the life of the Agreement.

24. Declaration of Unforeseen Hardship

24.1 Application

For the life of this Agreement;

- (a) an Employer who is a party to this Agreement, and
 - (b) the Employees of that Employer who are covered by this Agreement;
- shall, upon a declaration by the Employer of an event of unforeseen hardship in accordance with the processes and procedures set out in sub-section 24.2, be bound by the outcome of those processes and/or procedures.

24.2 Process and Procedure

- (a) It is recognised by each party to this Agreement that the agreed salary increases place a significant and long term, financial commitment on the Employer. It is further recognised that there may be unforeseen events or circumstances beyond the control of the Employer (e.g. sharp or steady decline in enrolments, change in funding, etc) which may, at some stage during the life of this Agreement, seriously impact on the Employer's ability to pass on the salary increases outlined in this Agreement.

PART C – Redundancy and Consultation

- (b) It is agreed that should an Employer become aware of events or circumstances which seriously impact on their ability to pay a salary increase or increases they shall immediately notify Employees to declare an event of unforeseen hardship and to arrange urgent discussions with Employees or their nominated representative(s). In such circumstances the Employees or their nominated representatives are entitled to a full and frank assessment of the situation from the Employer, including:
- (i) Events or circumstances threatening the salary increase or increases.
 - (ii) Full details of any relevant financial data, including any information relevant to the Employer's capacity to pay.
 - (iii) Details of the proposed actions of the Employer to address the situation.
- (c) The parties are obliged to attempt to resolve the matter in good conscience, and to seek an outcome which is both timely and does not place an excessive burden on either the Employees or the Employer (including minimising the impact on the operational needs of the School and students).
- (d) Where agreement can be reached the parties will seek to ratify the arrangement in accordance with the provisions of *Part 2.4, Division 7* of the Act.
- (e) Where agreement on a proposal cannot be reached within a period of two weeks from the date of notice provided by the Employer under clause 24.2(b) herein, or such other period as agreed, the parties to the discussions are to seek the assistance of Fair Work Commission.

PART D – Faith Basis for Participating Schools

25. Basis of Faith

25.1 Application

For the life of this Agreement;

- (a) an Employer who is party to this Agreement; and
 - (b) the Employees of that Employer who are covered by this Agreement;
- shall be bound by and observe the requirements set out in sub-sections 25.2 and 25.3 herein.

25.2 Statement of Faith

- (a) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that an Employee possesses and maintains a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. Accordingly, an Employee is expected by his or her Employer to possess and maintain throughout the term of this Agreement a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. At least, such an active commitment requires regular and frequent attendance at the Church's worship services.
- (b) Should an Employee cease to have a firm personal belief consistent with the Statement of Faith or cease to maintain an active commitment to and involvement with an appropriate Christian church the Employee shall inform the School.
- (c) If the situation continues after counselling and an opportunity for restoration, the Employer may terminate the Employee's employment.

25.3 Lifestyle and Values

The Employer and respective Employees acknowledge that:

- (a) The School bases its teachings and beliefs on the Bible, both the Old and New Testaments which the School regards as the inspired and inerrant Word of God.
- (b) These teachings are expounded in many of the School's public and internal documents, including the Statement of Faith.
- (c) These documents reflect the School's understanding of the lifestyle and values which all Employees of the School, regardless of their role, are required to respect and maintain at all times and are to be understood as source documents, defining the School's doctrines, tenets, beliefs and teachings.

PART D – Faith Basis for Participating Schools

- (d) Without limiting the School's constitution, Statement of Faith and related documents which may provide more specific information, the School is an institution conducted in accordance with the doctrines, tenets, beliefs or teachings of the protestant stream of the Christian Faith and the provisions of this Section are included in good faith to avoid injury to the essence of the adherents of the Christian Faith.
- (e) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that all Employees of the School are required to be seen to conduct themselves in a manner consistent with these teachings and beliefs and in accordance with the Christian ethos of the School, and any School policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students and families associated with the School.
- (f) It is an inherent, genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School must not act in a way that they know, or ought reasonably to know, is contrary to the faith of the School. Nothing in an Employee's deliberate conduct shall be incompatible with the intrinsic character of their position.
- (g) Acting contrary to the lifestyle and values requirements set out in this clause is likely to cause injury to the Christian beliefs of members of the School community who adhere to the School's doctrine, tenets, beliefs and teachings.
- (h) If an Employee acts contrary to the lifestyle and values requirements set out in this clause the matter will be dealt with in accordance with the normal School procedures in relation to conduct and performance management.
- (i) If a dispute arises in connection with this clause it shall be dealt with in accordance with Section 12 of this Agreement.

PART E – Annual Salary Increases and Date of Effect

26. Annual Salary and Allowance Increases

- (a) The percentage annual salary increase to be applied to the salary scale of the Employer shall be:

Year	Percentage Annual Salary Increase
2022	Tasmanian Department of Education Teacher % Increase + 0.50%
2023	Tasmanian Department of Education Teacher % Increase + 0.50%
2024	Tasmanian Department of Education Teacher % Increase + 0.50%

Important Note: The term “Tasmanian Department of Education Teacher % Increase” in the above table means the annual salary increase applied to the Tasmanian Department of Education Teacher salary scale in any one calendar year during the period 2022 to 2024.

Provided that in any one calendar year;

- (i) the maximum percentage increase shall be no more than 2.50%; and
- (ii) the minimum percentage increase shall be no less than 1.50%.

Provided also the individual School salary increase to apply in each of 2023 and 2024 may be subject to consultation within the School, provided that the increased percentage figure to apply in each year must be determined no later than 30 September of the preceding calendar year (i.e. 2023 increase determined by 30 September, 2022 and 2024 increase determined by 30 September, 2023).

Provided also that the 0.50% premium over the Tasmanian Department of Education Teacher percentage annual salary increase will be reduced or cut out in any calendar year where salary parity is achieved during the life of this Agreement. For the purposes of this clause “salary parity” means:

The Employer’s adjusted P2 annual salary rate for the calendar year is equal to the adjusted Department of Education Teacher Band 1, Level 13 annual salary for the same calendar year, with the annual leave loading component removed (i.e. the published rate less 1.342%).

For the purposes the above definition the term “adjusted” means the respective classification annual salary rate after the percentage salary increase for that calendar year has been applied.

- (b) Where a percentage increase is applied to the salary scale of the Employer in accordance with the requirements of clause 26(a) in any School Year, the same percentage increase shall be applied to any responsibility or management allowances from the same effective date.

PART E – Annual Salary Increases and Date of Effect

27. Date of Effect

- (a) Subject to the requirements of clause 27(b) herein the salary increases detailed in Section 26 shall be applied to the Employer's existing salary scale from the first full pay period commencing on or after:
- (i) 1 March each year; or
 - (ii) the annual salary increase date observed by the Employer through custom and practice;
- whichever is the later.
- (b) Where the annual salary increase date currently observed by the Employer is later than the first full pay period commencing on or after 1 March the Employer shall move forward the salary increase date:
- (i) by one calendar month in 2022; and
 - (ii) by a further calendar month in 2023; and
 - (iii) by a further calendar month in 2024; or
 - (iv) until the effective date of increase becomes the first full pay period commencing on or after 1 March in the year.

Provided that, for the purposes of this clause 27(b), where salaries are paid fortnightly a "calendar month" shall be taken to mean a period of four weeks (i.e. two fortnights).

PART F – Classifications, Entry Points and Progression

28. Classification Scales

28.1 Graduate, Proficient, Experienced and Highly Accomplished Teachers

For the life of this Agreement all respondent schools shall observe the Graduate/Proficient, Proficient, Experienced and Highly Accomplished Teacher classification scale, set out in Schedule Two of this Agreement. The scale also includes the classification step for an Unqualified Teacher and a separate classification scale for Specialist VET Teachers.

29. Salary Scale

- (a) For the life of this Agreement the Employer is required to create, maintain and make available within the School a salary scale.

Provided that the Step P2 annual salary rate detailed in the salary scale maintained by the Employer in accordance with this clause remains equal to or above the Level 12 (or the equivalent level if the Award is varied) annual salary rate specified by the Award any salary or allowance increases handed down by the Fair Work Commission as part of the Annual Wage Review process each year may be absorbed into the Employer's existing salary rates. Where the Step P2 annual salary rate detailed in the Employer's salary scale falls below the Level 12 annual salary rate specified by the Award the Employer's Step P2 annual salary rate shall be adjusted to match the Award Level 12 annual salary rate and all other classification salary rates shall be adjusted by the same percentage to maintain the existing relativities.

30. Salary Transition

- (a) Upon ratification of this Agreement, and provided the Employer has not previously completed this process, a Teacher shall, subject to the provisions of clauses 30(b) and 30(c) respectively, be transitioned from;
- (i) his or her salary scale step in the School's existing classification scale (e.g. the Teacher's salary scale step in effect as at 31 December, 2021); to
 - (ii) the appropriate salary scale step in the School's 2022 salary scale (e.g. the appropriate salary scale step of this Agreement determined by reference to the transition process outlined in Schedule Three of this Agreement).
- (b) Where a Teacher's transitional increase under clause 30(a) is equal to or greater than 1.50% the appropriate arrangement detailed in sub-clauses 30(b)(i) or 30(b)(ii) shall be applied in respect of the Teacher's transitional increase:
- (i) Where a transitional increase is equal to or greater than 1.50% but less than 2.50% the increase shall be passed on in two equal percentage increases, spread over two years, where:
 - 1. The first increase shall be paid on the date of effect of, and in addition to, the 2022 annual salary increase; and

PART F – Classifications, Entry Points and Progression

2. The second increase shall be paid on the date of effect of, and in addition to, the 2023 annual salary increase.
- (ii) Where a transitional increase is equal to or greater than 2.50% the increase shall be passed on in three equal percentage increases, spread over three years, where:
 1. The first increase shall be paid on the date of effect of, and in addition to, the 2022 annual salary increase; and
 2. The second increase shall be paid on the date of effect of, and in addition to, the 2023 annual salary increase.
 3. The third increase shall be paid on the date of effect of, and in addition to, the 2024 annual salary increase.
- (c) The transition carried out in accordance with the requirements of clause 30(a) and clause 30(b) must ensure a Teacher is no worse off in terms of salary as a result of the transition.

31. Entry Points for Commencing Teachers

31.1 Commencing Unqualified Teachers

- (a) An Unqualified Teacher, other than a Specialist VET Teacher, shall commence on Step U1 and shall remain on that step until the completion of a tertiary qualification which recognises them as a Four-Year or Five-Year Trained Teacher.

31.2 Commencing Specialist VET Teachers

- (a) A Specialist VET Teacher, who holds no relevant teaching qualification, and has no prior relevant work experience as a VET Teacher shall commence on step SV1.

31.3 Commencing Graduate Teachers

- (a) A Graduate Teacher who is recognised as a Four-Year Trained Teacher, without prior teaching experience, shall commence employment on Step G1.
- (b) A Graduate Teacher who is recognised as a Five-Year Trained Teacher, without prior teaching experience, will commence employment on Step G2.
- (c) A Graduate Teacher without prior teaching experience who:
 - (i) satisfies the requirements of clause 31.3(a); and
 - (ii) has completed further studies at an Australian University or the equivalent as determined by the National Office of Overseas Skills Recognition or the Teachers Registration Board Tasmania or, in the case of Early Childhood Teachers, the relevant licensing and accreditation authority;Shall commence employment on Step G2.

PART F – Classifications, Entry Points and Progression

32. Entry Points for Experienced Graduate Teachers and Specialist VET Teachers

32.1 Definitions

For the purpose of this clause:

Year means the equivalent of one year of Full-Time Equivalent Teaching Experience, calculated in accordance with the requirements of Section 33 herein.

Provided that where the term “years” is employed it indicates more than one year, as defined.

Four YTGT means a Four-Year Trained Graduate Teacher.

Five YTGT means a Five-Year Trained Graduate Teacher.

SVETT means a Specialist VET Teacher

32.2 Entry Points

The entry point of a Graduate Teacher or Specialist VET Teacher with prior Teaching Experience who holds Provisional Registration with the Teachers Registration Board Tasmania shall be determined by reference to the following table:

Completed Years of Full-Time Teaching Experience*	Teacher Classification and Entry Point		
	Four YTGT	Five YTGT	SVETT
< 1 Year	G1	G2	SV1
1 Year to < 2 Years	G2	G3	SV2
2 Years to < 3 Years	G3	G4	SV3
3 Years to < 4 Years	G4	GP1	SV4
4 Years to < 5 Years	GP1	GP2	SV5
6 Years to < 7 Years	GP2	GP3	SV6
7 Years to < 8 Years	GP3	GP4	
8 Years or More	GP4		

* Or equivalent cumulative part-time teaching experience.

PART F – Classifications, Entry Points and Progression

33. Entry Points for Registered Teachers

33.1 Definitions

For the purpose of this Section:

Registered Teacher means an Employee who has achieved full registration under the *Teachers Registration Act 2000*.

Year means the equivalent of one year of Full-Time Equivalent Teaching Experience, calculated in accordance with the requirements of Section 34 herein.

Provided that where the term “years” is employed it indicates more than one year, as defined.

Please Note: For the purposes of this section a Specialist VET Teacher who holds current Specialist VET registration is not considered to be a Registered Teacher under the *Teachers Registration Act 2000*. The entry points for commencing Specialist VET Teachers and experienced Specialist VET Teachers are described in sub-section 31.2 and Section 32 respectively.

33.2 Entry Points for Four-Year Trained Registered Teachers

- (a) As a minimum, the entry point to the salary scale on commencement of employment for a four-year trained Registered Teacher shall be determined by reference to the following table:

Completed Years of Full-Time Teaching Experience Since Graduation*	Time of Obtaining Full Teacher Registration		
	Full Teacher Registration obtained within 4 years of initial employment as a Graduate Teacher.	Full Teacher Registration obtained more than 4 years, but less than 6 years after initial employment as a Graduate Teacher	Full Teacher Registration obtained more than 6 years after initial employment as a Graduate Teacher
< 1 Year	G3	Not Applicable	Not Applicable
1 Year to < 2 Years	G4		
2 Years to < 3 Years	GP1		
3 Years to < 4 Years	GP2		
4 Years to < 5 Years	GP3	GP2	Not Applicable
5 Years to < 6 Years	GP4	GP3	
6 Years to < 7 Years	P1	GP4	GP3
7 Years to < 8 Years	P2	P1	GP4
8 Years to < 9 Years	P2	P2	P1
9 Years or More	P2	P2	P2

* Or equivalent cumulative part-time teaching experience.

PART F – Classifications, Entry Points and Progression

33.3 Entry Points for Five-Year Trained Registered Teachers

- (a) As a minimum, the entry point to the salary scale on commencement of employment for a five-year trained Registered Teacher shall be determined by reference to the following table:

Completed Years of Full-Time Teaching Experience Since Graduation*	Time of Obtaining Full Teacher Registration		
	Full Teacher Registration obtained within 3 years of initial employment as a Graduate Teacher	Full Teacher Registration obtained more than 3 years, but less than 5 years after initial employment as a Graduate Teacher	Full Teacher Registration obtained more than 5 years after initial employment as a Graduate Teacher
< 1 Year	G4	Not Applicable	Not Applicable
1 Year to < 2 Years	GP1		
2 Years to < 3 Years	GP2		
3 Years to < 4 Years	GP3	GP2	
4 Years to < 5 Years	GP4	GP3	
5 Years to < 6 Years	P1	GP4	GP3
6 Years to < 7 Years	P2	P1	GP4
7 Years to < 8 Years	P2	P2	P1
8 Years or More	P2	P2	P2

* Or equivalent cumulative part-time teaching experience.

34. Calculation of Prior Full-Time Teaching Experience

34.1 Definitions

For the purpose of this Section.

Full Time Equivalent Teaching Experience means service as a Teacher equivalent to full time service in recognised schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia.

34.2 Calculating Prior Full-Time Equivalent Teaching Experience

- (a) For the purpose of calculating prior Full Time Equivalent Teaching Experience the following should be identified and aggregated:
- (i) Any periods of service as a Full-Time Teacher (including employment as a Temporary Full-Time Teacher); and

PART F – Classifications, Entry Points and Progression

- (ii) Any periods of service as a Part-Time Teacher (including a Temporary Part-Time Teacher) calculated by reference to the ratio which the number of hours taught by the Teacher in any year bears to the normal number of hours taught by a Full-Time Teacher at the School in the same year; and
 - (iii) Any periods of service as a Casual Teacher shall be calculated on the basis that 200 casual days are equivalent to one year of Full-Time teaching service.
- (b) In addition to the service periods described in clause 34.2(a) an Employer should also count:
- (i) Any periods of service as a Teacher in the United States, United Kingdom, Ireland, Canada and New Zealand; and
 - (ii) Any periods of service as a Teacher in other English speaking countries in which the Teacher Education Qualifications are recognised by the Australian Institute for Teaching and School Leadership (AITSL) as equivalent to Qualifications from an Australian university, shall be recognised in accordance with the principles set out in clause 34.2(a) and subject to the teaching service being in a recognised school or equivalent.

Provided that if a School recognises on appointment prior teaching service other than as set out above, such service shall be deemed to be equivalent teaching service with that School.

- (c) For the purpose of calculating the Full-Time Equivalent Teaching Experience referred to in clause 34.2(a) periods of leave without pay and parental leave shall not count as service.
- (d) In order to establish, to the satisfaction of the School, the employment history of a Teacher, the Teacher shall provide documentation to establish his or her qualifications and length of service in schools as provided in clauses 34.2(a) and (b) herein. The period so established shall be taken to be the length of such service.
- (e) When the requirements of clauses 34.2(a) to (d) have been completed, the Teacher's aggregated Teaching Experience should be converted to the equivalent of full-time years of service. This figure shall be considered the Teacher's prior Full Time Equivalent Teaching Experience for the purpose of calculating entry points in accordance with Sections 32 or 33 herein.

PART F – Classifications, Entry Points and Progression

35. Service Progression Within Classification Scales

35.1 Definitions

For the purpose of this section:

Full School Year of Continuous Service means a calendar year in which the Teacher is continuously employed for the duration of the school year.

Total FTE means the aggregated FTE of all teaching roles in which a Teacher is concurrently employed during the course of a school year.

35.2 Service Progression Steps - Teachers

The following table summarises the salary scale step progression achieved by a Teacher, other than a Specialist VET Teacher, completing continuous or aggregated period(s) of satisfactory service with his or her Employer.

Service Progression Steps Within Each Classification Scale				
Teacher Classification Scale	No. of "Service" Steps	Existing Step		Progression Step
Unqualified Scale	0			
Graduate/Proficient Scale	8*	G1		G2
		G2		G3
		G3		G4
		G4		GP1
		GP1		GP2
		GP2		GP3
		GP3		GP4
		GP4	Service & Full Teacher Registration Required	P1
P1		P2		
Experienced Scale	0			
Highly Accomplished Scale	0			

* Counting both Steps P1 and P2, which a Teacher may access subject to satisfying the requirements of sub-section 36.2 of the Agreement.

PART F – Classifications, Entry Points and Progression

35.3 Service Progression Steps – Specialist VET Teachers

The following table summarises the salary scale step progression achieved by a Specialist VET Teacher completing continuous or aggregated period(s) of satisfactory service with his or her Employer.

Service Progression Steps Within The Classification Scale			
	No. of "Service" Steps	Existing Step	Progression Step
Specialist VET Teacher Classification Scale	5	SV1	SV2
		SV2	SV3
		SV3	SV4
		SV4	SV5
		SV5	SV6

35.4 Calculating Service Based Progression

- (a) Full-Time and Part-Time Teachers with an FTE of 0.50 or more shall progress in accordance with the provisions of sub-sections 35.2 or 35.3;
 - (i) upon the completion of a Full School Year of Continuous Service at the "Existing Step"; and
 - (ii) subject to the Teacher's satisfactory performance during that period.

Provided that where a Part-Time Teacher's aggregate FTE over two consecutive School Years is equal to or more than 1.00 FTE they shall be entitled to progress in accordance with the above table for each of those years, subject to the his or her satisfactory performance during that period (and subject to two service steps being available within the classification).

- (b) Part-Time Teachers with an FTE of less than 0.50 shall progress in accordance with the provisions of sub-sections 35.2 or 35.3;
 - (i) upon the completion of two full School Years of Continuous Service at the "Existing Step"; and
 - (ii) subject to the Teacher's satisfactory performance during that period.
- (c) Where a Teacher is working concurrently in a teaching role with more than one Employer the Employee may aggregate the FTEs to determine his or her Total FTE for the purpose of determining the entitlement to progression within a classification scale. Where an Employee intends to rely on this process he or she must provide to the first Employer satisfactory evidence of his or her employment with the second or subsequent Employer, details of the teaching role undertaken with that Employer and both the current FTE and period of employment in the role. Where there is more than one other Employer involved the

PART F – Classifications, Entry Points and Progression

Employee is required to provide this evidence for each additional Employer.

- (d) Where a Full-Time or Part-Time Teacher proceeds on leave without pay during the course of the School Year the Teacher's FTE will be adjusted accordingly by application of the following formula.

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

Note: actual term weeks this school year and the total term weeks leave w/o pay will be calculated to two decimal places.

The result of the calculation shall be the Teacher's adjusted FTE for the purpose of determining his or her entitlement to service progression in accordance with the provisions of clauses 35.4(a) or 35.4(b) herein.

36. Progression Between Classifications

36.1 Unqualified Teacher/Specialist VET Teacher to Graduate Teacher

- (a) Upon the provision of appropriate evidence of his or her graduation as a Teacher, an Employee who is currently engaged as an Unqualified Teacher or Specialist VET Teacher will be reclassified in accordance with the procedure set out in sub-section 31.3 herein.

Provided that the reclassification described herein is subject to a suitable teaching position being available for the Employee at the time.

36.2 Graduate Teacher to Proficient Teacher

- (a) The School will provide appropriate support to Graduate Teachers who are working toward achieving full registration under the *Teachers Registration Act 2000*.
- (b) This support will include 2 days per term release time for a full-time Graduate Teacher, and pro-rata release time for a part-time Graduate Teacher, during his or her first 12 months of employment as a Teacher in order to;
- (i) work toward his or her full registration as outlined in clause 36.2(a) herein; and
 - (ii) undertake additional professional development approved by the Employer which is appropriate to the Teacher's stage of development; and
 - (iii) participate in a School based mentoring and peer support program.
- (c) Where a School based mentoring and peer support program is implemented for a Graduate Teacher this will involve regular feedback in relation to the Teacher's progress. A Teacher who is provided with this support will work cooperatively with the School in relation to the assessment process including participating in classroom observations, feedback meetings and adhering to deadlines set by the School for the provision of evidence.

PART F – Classifications, Entry Points and Progression

- (d) A Graduate Teacher shall upon:
- (i) achieving full registration under the *Teachers Registration Act 2000*; and
 - (ii) providing official notification of full registration to his or her Employer;

shall become a Proficient Teacher and, depending on the salary scale step the Teacher is on at the time, progress within the salary scale in accordance with the following table:

Scale Step Range	Progression Details
G1 to G4	A two-step progression at the commencement of the following year plus any service based progression due to the Teacher at that time.
GP1 to GP2	A one-step progression at the commencement of the following year plus any service based progression due to the Teacher at that time.
GP3 to GP4	The service based progression due to the Teacher at that time.

- (e) A Teacher who is yet to achieve full registration under the *Teachers Registration Act 2000* shall not progress beyond salary scale Step GP4 until the commencement of the school year following his or her:
- (i) achieving full registration under the *Teachers Registration Act 2000*; and
 - (ii) providing official notification of full registration to his or her Employer;
- (f) Under the terms of this Agreement the Employer retains the discretion to appoint or promote a Teacher to a classification beyond salary scale Step GP4 where the Employer determines such an appointment or promotion is necessary.
- (g) The progression ceiling for a Teacher who holds Specialist VET Registration and is engaged as a Specialist VET Teacher is Step G4.

PART F – Classifications, Entry Points and Progression

36.3 Proficient Teacher to Experienced Teacher

- (a) A Teacher, who:
- (i) holds full registration under the *Teachers Registration Act*;
 - (ii) has reached the P1 step of the salary scale; and
- may, with the support of his or her Employer, make application to the Independent Schools Teacher Accreditation Authority (ISTAA) to be assessed for appointment to the Experienced Teacher (EXP) classification.
- (b) Where a Teacher's application to ISTAA in accordance with clause 36.3(a) herein is successful the Teacher shall be promoted to the EXP classification step at the commencement of the following School Year.
- (c) The application fee charged by ISTAA and any other costs associated with the Teacher's application are to be met by the Teacher.

Provided that where the Teacher's application is successful the ISTAA application fee shall be refunded to the Teacher by the Employer, upon taking up the EXP classification step at the commencement of the following School Year.

36.4 Proficient or Experienced Teacher to Highly Accomplished Teacher

During the life of this Agreement the Tasmanian State Government, in partnership with the University of Tasmania and the Tasmanian Teacher Registration Board, will undertake a pilot project to identify the appropriate pathways for Tasmanian Department of Education Teachers to achieve Highly Accomplished and Lead Teacher accreditation and recognition. Once this pilot project is finalised and the recommended pathways are known the Employers covered by this Agreement will commence work toward a framework/pathway model which is appropriate for Employers and Employees covered by this Agreement. The intention being to incorporate the developed framework/pathway into a future Agreement.

PART G – Other Payments and Salary Related Matters

37. Salary Payment Rates

37.1 Annual Salary

The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of an Employee's entitlements for the School Year or a proportion of the School Year.

37.2 Calculation of Weekly, Fortnightly and Monthly Salaries

- (a) The minimum annual salaries payable to Teachers classified in accordance with the provisions set out in Part E of this Agreement, shall be determined and recorded in the Salary Scale maintained by the Employer in accordance with the requirements of Section 29 herein.
- (b) Weekly salaries shall be ascertained by dividing the annual salaries by 52.18. Fortnightly salaries shall be ascertained by dividing the annual salaries by 26.09 and monthly salaries shall be ascertained by dividing the annual salaries by 12.

37.3 Temporary Teachers

A Temporary Full-Time Teacher shall be paid at the same rate as that prescribed for a Full-Time Teacher with the corresponding classification.

37.4 Payment of Part-Time Teachers

- (a) A Part-Time Teacher, including a Temporary Part-Time Teacher shall be paid at the same rates as a Full-Time Teacher with the corresponding classification, but in that proportion which the number of hours which are the normal teaching hours bears to the hours a Full-Time Teacher at the School is normally required to teach. If there is no Full-Time Teacher employed at the School, the proportion shall be based upon the number of hours which a Full-Time Teacher at the School would be required to teach if employed.

PART G – Other Payments and Salary Related Matters

37.5 Payment of Casual Teachers

- (a) Where the employer engages a Casual Teacher he or she will be entitled to payment for the work undertaken calculated in accordance with the applicable daily, half-daily, quarter-daily or single-lesson formula detailed herein.

Provided that the formulae set out in sub-clauses 37.5(a)(iii) and 37.5(a)(iv) may only be employed to calculate the payment due to a Casual Teacher where the Teacher has also undertaken additional paid Part Time Teaching work on that day and the combined Part Time and Casual hours worked is equal to or greater than half a day.

- (i) The minimum daily rate of pay for a Casual Teacher shall be calculated in accordance with the following formula:

$$\frac{\text{Teacher's Classification Annual Salary Rate}}{200}$$

- (ii) The minimum half-daily rate of pay for a Casual Teacher shall be calculated in accordance with the following formula:

$$\frac{\text{Teacher's Classification Annual Salary Rate}}{400}$$

- (iii) The minimum quarter-day rate of pay for a Casual Teacher shall be calculated in accordance with the following formula:

$$\frac{\text{Teacher's Classification Annual Salary Rate}}{800}$$

- (iv) The minimum single-lesson rate of pay for a Casual Teacher shall be calculated in accordance with the following formula:

$$\frac{\text{Teacher's Classification Annual Salary Rate}}{1,200}$$

- (b) In calculating the Casual Teacher's minimum rates of pay in accordance with clause 37.5(a) herein the applicable Teacher's Classification Annual Salary Rate shall be determined by reference to the Salary Scale maintained by the Employer in accordance with the requirements of Section 29 herein.

Provided that the maximum Teacher's Classification Annual Salary Rate which can be employed to calculate a Casual Teacher's minimum rates of pay in accordance with clause 37.5(a) shall be the Step P2 rate applicable on the day of work.

Provided also that where the annual salaries detailed in the Salary Scale maintained by the Employer in accordance with the requirements of Section 29 herein are inclusive of annual leave loading the Employer is entitled to reduce the calculated daily, half-daily, quarter daily and per lesson rates of pay by 1.342%.

PART G – Other Payments and Salary Related Matters

38. Payment of Salaries

- (a) The salary payable to any Teacher other than a Casual Teacher, shall be paid fortnightly or monthly (and if monthly, on or around the 15th day of each month, provided that payment is two weeks in advance). The Teacher's first and last instalments will be proportionate if necessary. The Employer may change both the pay period and date of payment with one term's notice of the intention to change the pay period and a further reminder to Teachers two weeks prior to the date on which the change will be implemented.
- (b) Where the pay-day for a monthly pay period falls on a Saturday, Sunday or public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding said pay day.
- (c) The salary payable to any Teacher, pursuant to this Section 38, shall be payable at the election of the Employer by either, cash, cheque or Electronic Funds Transfer into an account nominated by the Teacher.

39. Overpayments

- (a) Where it is identified that an Employee has been overpaid, for whatever reason, the Employer may, at their discretion, require the Employee to repay the overpaid amount.
- (b) Before commencing deductions/repayments the Employer must meet with the Employee and explain the circumstances of the overpayment.
- (c) In the absence of any exceptional financial circumstances which would demand an extended deduction/repayment period the full monies owing should be deducted within six months of the meeting described in clause 39(b) herein

40. Vehicle and Travelling Expenses

40.1 Vehicle Allowances

- (a) An Employee required by the Employer to use the Employee's motor vehicle in the performance of his or her duties must be paid the following allowances:

Vehicle Type	Allowance Rate
Motor Car	\$0.78 per kilometre with a maximum payment up to 400 kilometres per week.
Motorcycle	\$0.26 per kilometre with a maximum payment up to 400 kilometres per week.

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

PART G – Other Payments and Salary Related Matters

- (c) At the time of any adjustment to the standard rate, the vehicle allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

Provided that the applicable index figure is the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Vehicle allowance	Private motoring sub-group

40.2 Reimbursement of Expenses

Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of duties required by the Employer, shall be reimbursed by the Employer.

41. Responsibility Allowances

Where higher-level administrative or managerial responsibilities are allocated under an internally administered allowance scheme the Employer will be responsible for maintaining, and making readily available, an annual responsibility allowance framework. This framework should detail the title of the allocated position of responsibility and the allowance paid for that school year. Under any such scheme the minimum allowance payable, in addition to the incumbent Teacher's normal salary, shall be 1.00% of the salary scale Step P2 rate of pay applicable at the time. Appointments to positions of responsibility may be seasonal, and therefore can be for less than a full year. Where a Teacher is acting in a position of responsibility for less than 10 working days an allowance is not payable.

42. Overnight Camp Allowances

- (a) Where Teacher covered by this Agreement is required to attend an overnight camp he or she will be entitled to a camp allowance of \$50.00 per night for each overnight stay required of the Teacher during the course of the camp.
- (b) This allowance is not payable to outdoor education staff.

43. Remuneration Packaging

43.1 Application

The Employer may wish to facilitate the provision of salary and benefit packages to individual Employees covered by this Agreement.

43.2 Definitions

For the purposes of Section:

- (a) **Benefits** means the benefits nominated by the Employee from the benefits provided by the Employer and listed in clause 43.4(c) herein.

PART G – Other Payments and Salary Related Matters

- (b) **Benefit Value** means the amount specified by the Employer as the cost to the Employer of the Benefit provided including Fringe Benefit Tax, if any.
- (c) **Fringe Benefit Tax** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

43.3 Conditions of Employment

Except as provided by this Section 43, Employees covered by this Agreement must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this Agreement.

43.4 Salary Packaging

The Employer may offer to provide and the Employee may agree in writing to accept:

- (a) the Benefits nominated by the Employee; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee or under sub-section 43.3, in the absence of an agreement under this Section 43.
- (c) The available Benefits are those made available by the Employer from the following list:
 - (i) superannuation;
 - (ii) childcare provided by the Employer;
 - (iii) other benefits offered by the Employer.
- (d) The Employer must advise the Employee in writing of the Benefit Value before the agreement is entered into.

43.5 Impact of Leave

During the currency of an agreement under sub-section 43.4:

- (a) any Employee who takes paid leave on full pay shall receive the Benefits and salary referred to in clauses 43.4(a) and (b);
- (b) if an Employee takes leave without pay the Employee will not be entitled to any Benefits during the period of leave;
- (c) if an Employee takes leave on less than full pay he or she shall receive:
 - (i) the Benefits; and
 - (ii) an amount of salary calculated by applying the formula:

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

where:

S = the salary determined by clause 43.4(b) herein.

P = the percentage of salary payable during the leave

B = Benefit Value

A = Amount of salary; and

PART G – Other Payments and Salary Related Matters

- (d) 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,

shall be at the rate of pay which would have applied to the Teacher under sub-section 43.3, in the absence of an agreement under clauses 43.4(a) and (b).

44. Superannuation

44.1 Superannuation Legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated herein covering the Employee applies, at the discretion of the Employer.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

44.2 Employer Contributions

An Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

44.3 Voluntary Employee Contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation salary of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in sub-section 44.4.
- (b) An Employee may adjust the amount the Employee has authorised his or her Employer to pay from the salary of the Employee from the first of the month following the giving of three months' written notice to his or her Employer.
- (c) The Employer must pay the amount authorised under clauses 44.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 44.3(a) or (b) was made.

PART G – Other Payments and Salary Related Matters

44.4 Superannuation Fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in sub-section 44.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in sub-section 44.2 and pay the amount authorised under clauses 44.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Non-Government Schools Superannuation Fund (NGS Super);
- (b) Catholic Superannuation and Retirement Fund (CSRF);
- (c) Catholic Super (CSF);
- (d) Combined Fund;
- (e) The Victorian Independent Schools Superannuation Fund;
- (f) HESTA Super Fund;
- (g) CareSuper;
- (h) AustralianSuper;
- (i) Spirit Super;
- (j) Sunsuper;
- (k) Queensland Independent Education and Care Superannuation Trust;
- (l) AMP Superannuation Savings Trust;
- (m) Concept One Superannuation Plan;
- (n) Lutheran Super;
- (o) Christian Super;
- (p) any superannuation fund to which the Employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (q) a superannuation fund or scheme which the Employee is a defined benefit member of.

PART H – Leave, Public Holidays and Related Matters

45. Annual Leave

Annual Leave is provided for in the NES. This section provides Employer specific detail.

45.1 Accrual and Taking of Annual Leave

- (a) Teachers (other than Casual Teachers) who work a full year are entitled to four weeks annual leave, which is accrued by term-time service and in accordance with the Teacher's FTE.
- (b) Annual leave is to be taken during and in conjunction with Non-Term Weeks.
- (c) Provided the provisions of clauses 45.1(a) and 45.1(b) herein are met, the annual leave shall be taken as it accrues, and will be taken on that basis throughout each School Year.
- (d) In the event of a period of annual leave being re-credited in accordance with NES the re-credited leave shall be taken in accordance with clauses 45.1(b) and 45.1(c) herein.

45.2 Annual Leave Loading

- (a) A Teacher who has served throughout the School Year is entitled to a leave loading of 17.5% on four weeks' annual leave. A Teacher who works less than a full school year, for whatever reason other than summary dismissal, shall be entitled a leave loading payment calculated in accordance with clause 45.2(c) herein.
- (b) The loading will normally be paid:
 - (i) at the time that the Employee is paid annual leave or pro rata annual leave; or
 - (ii) on the termination of employment by either party.
- (c) Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked by the employee in that school year}}{\text{Total term weeks in that school year}}$$

For example, in the case of an Employee with a weekly salary of \$1000 on termination of employment (or at the end of the final term week in the School Year) who was employed at the School for 20 of the 38 term weeks in that School Year, the calculation will be as follows:

$$\$1000 \times 4 \times 17.5\% = \$700$$

$$\$700 \times 20/38 = \$368.42$$

- (d) Subject to clause 45.2(e) herein the annual leave loading due to a Teacher, if any, shall be paid:
 - (i) in the first December pay of each School Year; or
 - (ii) upon termination of the Teacher's employment;whichever occurs first.

PART H – Leave, Public Holidays and Related Matters

Provided that, where a Teacher has been summarily dismissed no annual leave loading is payable.

- (e) Notwithstanding clauses 45.2(b), (c) and (d) an Employer may pay annual leave loading to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at the commencement of the School Year, or as subsequently varied, by 1.342%. Where an Employer elects to pay annual leave loading with each salary payment throughout the School Year, the Employer will advise the Employee of the fact in his or her letter of appointment.

46. Pro-Rata Payment of Non-Term Weeks

46.1 Application and Definitions

- (a) This section shall apply in lieu of the corresponding provisions of the Act and is inclusive of accrued annual leave.
- (b) For the purposes of this section:
 - (i) **School Service Date** means the usual commencement date of employment at the School for Teachers who are to commence teaching on the first day of the first term.
 - (ii) **Teacher** means any Teacher other than a Casual Teacher.
- (c) The provisions of this section apply where;
 - (i) a Teacher's employment ceases;
 - (ii) a Teacher commences employment after the School Service Date;
 - (iii) a Teacher takes approved leave without pay in accordance with sub-section 46.5;
 - (iv) the hours which a Teacher normally teaches at the School have varied since the School Service Date ("A Teacher whose hours have varied")

Payments shall be made to such Teachers by application of the formula prescribed by either clause 46.2(a) or clause 46.2(b), as appropriate, pursuant to the provisions of sub-sections 46.3, 46.4, 46.5 and 46.6 as relevant.

PART H – Leave, Public Holidays and Related Matters

46.2 Calculation of Payments

- (a) Payments made pursuant to this sub-clause to a Teacher whose hours have varied shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

- P** is the payment due.
- s** is the total salary paid in respect of term weeks, or part thereof, since the start of the School Year (or date of employment where a Teacher commenced after the School Service Date).
- b** is the number of term weeks, or part thereof, in the School Year.
- c** is the number of Non-Term Weeks, or part thereof, in the School Year.
- d** is the salary paid in respect of Non-Term Weeks, since the start of the School Year (or date of employment where a Teacher commenced after the School Service Date).
- (b) Payments made otherwise pursuant to this sub-clause to a Teacher whose hours have varied shall be calculated in accordance with the following formula:

$$P = s \times \left\{ \left(\frac{t \times c}{b} \right) - d \right\}$$

Where:

- P** is the payment due.
- s** is the amount equivalent to a week's salary, including allowances, of the Teacher at the date of application.
- t** is the number of term weeks, or part thereof, worked by the teacher since the school service date.
- b** is the number of term weeks, or part thereof, in the School Year.
- c** is the number of Non-Term Weeks, or part thereof, in the School Year.
- d** is the number of Non-Term Weeks, or part thereof, which have passed since the School Service Date.

PART H – Leave, Public Holidays and Related Matters

46.3 Termination of Employment

A Teacher shall be entitled on termination of employment to a payment calculated in accordance with this Section.

46.4 Teachers Who Commence Employment After the Commencement of the School Year

- (a) A Teacher who commences employment after the School Service Date, shall be paid from the date the Teacher commences, provided that at the end of Term Four or final semester in that year, the Teacher shall be paid an amount calculated pursuant to sub-section 46.2 and shall receive no salary or other payment other than payment under this clause until the School Service Date in the following School Year.
- (b) In each succeeding year of employment, the School Service Date shall be deemed to be the anniversary of appointment of the Teacher for the purpose of this Section.

46.5 Teachers Who Take Approved Leave Without Pay

Where a Teacher takes leave without pay with the approval of the School for a period which [in total] exceeds ten required attendance days in any year, the Teacher shall be paid a salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same School Year:
 - (i) subject to sub-clause 46.5(a)(ii) below, the payment shall be calculated and made at the conclusion of Term Four of that School Year; and
 - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:
 - 1. at the commencement of the leave in respect of that year; and
 - 2. at the end of Term Four in accordance with clause 46.5(c).
- (b) If the leave without pay is to conclude in a School Year following the School Year in which the leave commenced:
 - (i) at the commencement of the leave, a payment shall be calculated and made in respect of the School Year in which the leave commences; and
 - (ii) at the end of Term Four in the School Year in which the leave concludes, a payment shall be calculated and made in respect of that School Year.

PART H – Leave, Public Holidays and Related Matters

- (c) The payment to be made to a Teacher at the conclusion of Term Four of a School Year:
- (i) pursuant to paragraph 46.5(a)(ii)2.
 - (ii) or in circumstances where, with the agreement of the School, a Teacher who has been paid pursuant to sub-clause 46.5(b)(i) returns from leave during the school year in which the leave commenced and notwithstanding that as a result did not in total exceed ten required attendance days, shall be determined by:
 1. applying the formula in sub-section 46.2 as if no payment had been made to the Teacher pursuant to paragraph 46.5(a)(ii)1. or sub-clause 46.5(b)(i); and
 2. deducting from that amount the amount paid to the Teacher pursuant to paragraph 46.5(a)(ii)1. or sub-clause 46.5(b)(i).
- (d) Notwithstanding the provisions of clause 46.1(a) a Teacher shall not, pursuant to this Section be paid an amount in respect of a year of employment which is less than the amount to which the Teacher would otherwise be entitled under the provisions of the Act, in respect of a year of employment.

46.6 Teachers Whose Hours Have Varied

Where the hours which a Teacher normally teaches at the School have varied since the School Service Date, in any School Year and the Teacher's employment is to continue in the next School Year, the Teacher shall be paid at the conclusion of Term Four or final semester of that year in accordance with the formula provided in clause 46.2(a) and shall receive no salary or other payment other than payment under this Section until the School Service Date, or the resumption of Term 1 or the first semester in the following School Year.

47. Paid Personal and Carer's Leave

47.1 Application

This Section applies to Teachers, other than:

- (a) Casual Teachers; or
- (b) Temporary Teachers engaged for a period of less than six months.

47.2 NES Provisions Apply

With the exception of the provisions of sub-section 47.3 herein the provisions relating to paid personal/carers leave are set out in *Part 2-2, Division 7, Sub-divisions A and D of the Fair Work Act 2009*.

PART H – Leave, Public Holidays and Related Matters

47.3 Commencing Teachers

Upon commencement of employment a Teacher employed under this Agreement and covered by this Section will be credited with a personal/carer's leave balance equal to one working week.

Provided that a commencing Teacher credited with leave balance in accordance with the requirements of this sub-clause shall not accrue any further leave during the first six months of his or her employment and will revert to the accrual method prescribed in *Part 2-2, Division 7, sub-clause 96(2) of the Fair Work Act 2009* if his or her employment continues beyond six months.

47.4 Personal Leave Evidence Requirements

- (a) For personal leave absences due to sickness and/or ill health in excess of two consecutive work days (i.e. for the third consecutive work day or part thereof) a medical certificate (or, at the Employer's discretion, a statutory declaration) must be obtained by the Teacher and provided to the Employer on, or as close to, the first day back at work after the absence.
- (b) *Provided that* an Employer is entitled to require an individual Employee to provide a medical certificate for personal leave due to sickness and/or ill health of less than two consecutive work days where;
 - (i) a pattern of un-certificated personal leave absences has been identified by the Employer; and
 - (ii) the Employer has formally discussed the absences/pattern with the Employee, and advised him or her of the concerns and future medical certification requirements; and
 - (iii) the Employee is subsequently absent and that absence is consistent with the previously identified and discussed absences/pattern.

48. Unpaid Carer's Leave

48.1 Application

This section applies to Teachers including Casual Teachers.

48.2 NES Provisions Apply

The provisions relating to unpaid carer's leave are set out in *Part 2-2, Division 7, Sub-divisions B and D of the Fair Work Act 2009*.

PART H – Leave, Public Holidays and Related Matters

49. Bereavement Leave

49.1 Application

This section applies to Teachers, other than Casual Teachers.

49.2 Definition

Immediate family means, for the purposes of this clause;

- (a) a spouse, child, or parent of the Employee; or
- (b) a child or parent of a spouse of the Employee; or
- (c) a member of the Employee's household.

49.3 Bereavement Leave

Where a member of an Employee's immediate family dies he or she will be entitled to up to 5 days paid bereavement leave for each permissible occasion.

49.4 Relationship to the NES Provisions

- (a) In the event of a bereavement of an immediate family where the provisions of sub-section 49.2 apply the Employee will not also be entitled to claim further paid compassionate leave entitlement under *Section 104, paragraph (c) of the Fair Work Act 2009*.
- (b) Where sub-section 49.2 does not apply, or does not cover the circumstances being experienced by the Employee, the paid and unpaid compassionate leave provisions of the NES may apply, and are set out in *Part 2-2, Division 7, Sub-divisions C and D of the Fair Work Act 2009*.

50. Community Service Leave

50.1 Application

This section applies to Teachers, including Casual Teachers.

50.2 NES Provisions Apply

The provisions relating to both paid and unpaid community service leave are set out in *Part 2-2, Division 7, Sub-divisions C and D of the Fair Work Act 2009*.

PART H – Leave, Public Holidays and Related Matters

51. Parental Leave

51.1 Application

This section applies to Teachers, other than Casual Teachers.

51.2 NES Provisions Apply

With the exception of the provisions of sub-sections 51.3, 51.4, 51.5, 51.6 and 51.7 herein the provisions relating to parental leave are set out in *Part 2-2, Division 5 of the Fair Work Act 2009*.

51.3 Paid Parental Leave

- (a) A Teacher, other than a Casual Teacher, who;
- (i) meets the necessary eligibility requirements of the NES for a period of unpaid birth related leave; and
 - (ii) has completed at least 12 months continuous service with the Employer and his or her employment is ongoing; and
 - (iii) applies for a period of unpaid parental leave in accordance with the NES provisions and the relevant application processes/procedures of the Employer; and
 - (iv) is to be the primary care giver of the expectant child or children for the duration of the unpaid parental leave period to which sub-clauses 51.3(a)(i) to (iii) apply;

shall be entitled to 10 weeks paid parental leave based on the Teacher's salary and FTE at the time of commencing the parental leave period.

Provided that, where the members of a working couple, who both work for the School, take separate or concurrent periods of birth related parental leave in order to provide primary care to a child or children only one member of the couple shall be entitled to a paid parental leave payment calculated in accordance with the provisions of this Section. Where this situation arises the Employees concerned shall nominate who is to receive the payment.

Provided also, where both members of a working couple, where one works for the School under the terms of this Agreement and the other for another employer, take separate or concurrent periods of birth related parental leave in order to provide primary care to a child or children the Employee shall not be entitled to payment under the terms of this Section if the other member of the working couple has received a paid parental leave payment from his or her employer in relation to the primary care of that child or children.

Provided also, where the partner of an Employee is not entitled to a period of unpaid parental leave in relation to the birth of a child or children in accordance with the relevant provisions of the *Fair Work Act 2009*, the Employee is not entitled to a paid parental leave payment calculated in accordance with the provisions of this Section.

- (b) Where a period of paid parental leave is payable to a Teacher in accordance with the terms of clause 51.3(a) herein the payment shall be made in the first full pay period commencing on or after the

PART H – Leave, Public Holidays and Related Matters

commencement of the related period of parental leave or special parental leave, whichever applies.

51.4 Paid Adoption Leave

- (a) A Teacher, other than a Casual Teacher, who;
- (i) meets the necessary eligibility requirements of the NES for a period of unpaid parental leave for the purpose of the placement and care of an adopted child or children; and
 - (ii) has completed at least 12 months continuous service with the Employer and his or her employment is ongoing; and
 - (iii) applies for a period of unpaid parental leave in accordance with the NES provisions and the relevant application processes/procedures of the Employer; and
 - (iv) is to be the primary care giver of the adopted child or children for the duration of the unpaid parental leave period to which sub-clauses 51.4(a)(i) to (iii) apply;

shall be entitled to 10 weeks paid adoption leave based on the Teacher's salary and FTE at the time of commencing the adoption leave period.

Provided that, where both members of a working couple, who both work for the School, take separate or concurrent periods of adoption related parental leave in order to provide primary care to a child or children only one member of the couple shall be entitled to a paid parental leave payment calculated in accordance with the provisions of this Section. Where this situation arises the Employees concerned shall nominate who is to receive the payment.

Provided also, where both members of a working couple, where one works for the School and the other for another employer, take separate or concurrent periods of adoption related parental leave in order to provide primary care to a child or children the Employee shall not be entitled to payment under the terms of this Section if the other member of the working couple has received a paid parental leave payment from his or her employer in relation to the primary care of that child or children.

Provided also, where the partner of an Employee is not entitled to a period of unpaid parental leave in relation to the adoption of a child or children in accordance with the relevant provisions of the *Fair Work Act 2009*, the Employee is not entitled to a paid parental leave payment calculated in accordance with the provisions of this Section.

- (b) Where a period of paid adoption leave is payable to a Teacher in accordance with the terms of clause 51.4(a) herein the payment shall be made in the first full pay period commencing on or after the commencement of the related period of adoption leave.

PART H – Leave, Public Holidays and Related Matters

51.5 Paid Support Leave

- (a) A Teacher, other than a Casual Teacher who;
- (i) is the partner of a person who is pregnant; or
 - (ii) is a member of a couple who are adopting a child or children, though is not the person intended to be the primary care giver upon placement of the child or children;
- shall be entitled to take up to five days paid leave to provide support:
- (i) at the time of the birth of the child or children; or
 - (ii) during a period of special maternity leave; or
 - (iii) at the time of the placement of the child or children.

Provided that the exact timing of the support leave period shall be determined by negotiation between the Teacher and the Employer.

Provided also that paid support leave in excess of five days in relation to any one pregnancy, birth or placement shall be subject to application and granted at the discretion of the Employer.

Please Note: Section 48 of this Agreement may apply in relation to unpaid leave.

52. Calculating Long Service Leave

52.1 Establishment of Baseline Accrual Figure

On the date of ratification of this Agreement Employers who have not already done so shall calculate, as at that date, the long service leave accrual for all Teachers, other than Casual Teachers. The purpose of the calculation is to establish a baseline figure for long service leave for each Teacher. For Teachers who have not yet qualified for long service leave as of that date, this calculation will determine his or her notional long service leave accrual, and the FTE on which payment for that notional accrual shall be based when the Teacher qualifies for long service leave. For Teachers who have previously qualified for long service leave, or who qualify for long service leave on that day, the calculation will determine his or her actual long service leave accrued entitlement at that time, and the FTE on which payment shall be based when the leave is taken. Where the baseline accrual figure is calculated for the first time each Teacher, other than a casual Teacher, shall be provided with written notification of his or her notional long service leave accrual/FTE or actual long service leave accrued entitlement/FTE as at the date of ratification of this Agreement.

52.2 Long Service Leave Accrual

- (a) Teachers covered by this Agreement shall be entitled to:
- (i) 13 weeks long service leave after the completion of 10 years continuous service; and
 - (ii) a further 1.30 weeks for each completed year of unbroken continuous service thereafter (or pro-rata thereof for unbroken continuous service of less than a year);

PART H – Leave, Public Holidays and Related Matters

52.3 Long Service Leave Payment

- (a) Where a Teacher's employment at the time of taking long service leave is part time, or has involved periods of part time employment, his or her long service leave payment shall take into consideration the various FTE's worked during his or her employment. How this approach is to be calculated is highlighted in the following example:

Duration and Type of Service	Calculation	Payment
8 yrs full-time service	8×6.5	= 52 days x ordinary pay daily rate at the time of leave.
2 yrs part-time service @ 0.50FTE	$\frac{1}{2} \times 2 \times 6.5$	= 6.5 days x ordinary pay daily rate at the time of leave.

Note: Using the above example as a guide the Teacher in this situation would be entitled to 13 weeks long service leave, and would be entitled to 58.5 days pay, at the Teacher's full time daily rate, for that period of leave.

- (b) Where a Teacher's long service leave service accrual period covers both;
- (i) service prior to the life of this Agreement; and
 - (ii) service during the life of this Agreement;
- the Teacher's accrued entitlement and FTE on which the long service payment is based shall be determined by reference to both:
- (iii) the records created in accordance with sub-section 52.1 herein; and
 - (iv) any calculation made in accordance with clause 52.3(a) herein.

52.4 Long Service Leave Act 1976

With the exception of sub-sections 52.1, 52.2 and 52.3 herein the provisions of the Long Service Leave Act 1976 shall prevail.

PART H – Leave, Public Holidays and Related Matters

53. Long Service Leave Portability Scheme

53.1 Application

This scheme applies to Teachers, other than Casual Teachers.

53.2 Date of Operation

This scheme will come into effect on 1 January, 2023.

53.3 Definitions

For the purposes of this sub-section:

Long Service Leave Financial Liability means;

- (a) the accrued long service leave entitlement of an Employee; or
- (b) the long service leave financial provision made by the Employer in respect of an individual Employee whilst the Employee has been engaged as a Teacher;

calculated as a financial value as at the date of termination of the Employee.

Important Note: For the purposes of this section it is important to understand the difference between an entitlement and a provision.

A financial provision is an amount set aside by the Employer for an Employee who has not yet qualified for a long service leave entitlement.

An entitlement is the actual accrued long service leave balance of the Employee.

Continuing CMEA Employment means employment as a Teacher with one or more of the Employers listed in Schedule One of this Agreement after 31 December, 2022.

Provided that where a Teacher moves between Employers who are both respondent to this Agreement during 2022 and elects not to cash out his or her long service leave entitlement at that time (or who has no long service leave entitlement at that time) shall be entitled to the provisions of this Section from 1 January, 2023, subject to satisfaction of the proviso below. In such cases the Long Service Leave Financial Liability, if any, will be settled between the two Employers in 2023.

Provided also an Employee's Continuing CMEA Employment in the Sector shall be broken where there is, for whatever reason, a break in service of 3 months or longer between employment with an Employer or Employers listed in Schedule One herein.

Date of Termination means the Employee's date of termination with their previous Employer (Employer A).

Employer A means the previous Employer of the Employee, listed in Schedule One of the Agreement.

Employer B means the current Employer of the Employee, listed in Schedule One of this Agreement.

PART H – Leave, Public Holidays and Related Matters

Qualifying Employee means a person who has satisfied the criteria necessary for Continuing CMEA Employment (as defined).

Provided that a Teacher employed by an Employer covered by this Agreement is considered to be a Qualifying Employee as at 1 January, 2023 any current and ongoing period of continuous employment worked by the Employee with that Employer by that date will be counted as service for the purpose of this clause.

53.4 Operation of this Section

(a) Qualifying Employees With No Accrued LSL Entitlement

Where a Qualifying Employee's Long Service Leave Financial Liability as at their Date of Termination consists only of the long service leave financial provision made by the Employer on their behalf whilst he or she has been working as a Teacher at the School the following provisions will apply:

- (i) Employer A will create an account for holding the Long Service Leave Financial Liability amount as at the Qualifying Employee's Date of Termination.
- (ii) Employer A will advise Employer B in writing of the value of the monies held in the holding account.
- (iii) Employer A will issue to Employer B a promissory note upon which Employer A will pay to Employer B the Long Service Leave Financial Liability amount when the Employee concerned eventually achieves the aggregate service threshold necessary to receive a Long Service Leave entitlement with Employer B.
- (iv) The payment described in sub-clause 53.3(a)(iii) herein shall be made by Employer A following receipt of;
 1. a written request from Employer B for the payment to be made in accordance with the promissory note; and
 2. evidence of the Employee concerned having been credited with their accrued Long Service Leave entitlement.
- (v) Where Employer A makes payment in accordance with sub-clause 53.4(a)(iv) herein, there shall be no future grounds for claims in relation to long service leave, of any nature, against Employer A by either Employer B or the former Employee concerned.

(b) Qualifying Employees With Accrued Long Service Leave Entitlement

- (i) Where a Qualifying Employee's Long Service Leave Financial Liability as at their Date of Termination consists of their accrued long service leave entitlement the Employee may elect to;
 1. participate in the Long Service Leave Portability Scheme; or
 2. be paid out their accrued long service leave entitlement on his or her termination from Employer A.

PART H – Leave, Public Holidays and Related Matters

- (ii) Where the Employee elects to participate in the Long Service Leave Portability Scheme in accordance with sub-clause 53.4(b)(i)1. herein. one of the following provisions 1. or 2. will apply:
 - 1. Where a Qualifying Employee's accrued long service leave entitlement as at the Date of Termination is equal to or less than 6.50 weeks, a payment based on the Employee's salary as at that date and their actual accrued long service entitlement balance will be calculated and paid by Employer A to Employer B.
 - 2. Where a Qualifying Employee's accrued long service leave entitlement as at the Date of Termination is greater than 6.50 weeks;
 - a. a payment based on the Employee's salary as at that date and 6.50 weeks of their long service entitlement balance will be calculated and paid by Employer A to Employer B; and
 - b. the balance of the Employee's accrued long service leave entitlement balance will be calculated and paid to the Employee as a lump sum upon their termination from Employer A.
- (iii) Where Employer A makes payment in accordance with either sub-clause 53.4(b)(ii)2.a. or 53.4(b)(ii)2.b herein there shall be no future grounds for claims in relation to long service leave, of any nature, against Employer A by either Employer B or the former Employee concerned.
- (iv) Under the terms of sub-clause 53.4(b)(ii)2.a an Employee is not permitted to take long service leave within the first 3 years of his or her employment with Employer B, though they may make application during that time for a period of leave to be taken at some point after the completion of the initial 3 years service.

PART H – Leave, Public Holidays and Related Matters

- (c) **Qualifying Employees with Multiple Employers Prior to LSL Entitlement**
In circumstances where a Qualifying Employee changes Employers for a second time or subsequent time before they become eligible for an accrued long service leave entitlement the current Employer A must:
- (i) Notify the Qualifying Employee's previous Employer that the promissory note held by your school is now void, and that a new promissory note for the same value must be issued to the Qualifying Employer's new Employer.
 - (ii) Issue a promissory note to Employer B in respect of the Long Service Leave Financial Liability set aside on behalf of the Qualifying Employee whilst working as a Teacher at your School.

53.5 Long Service Leave Act 1976

With the exception of sub-sections 53.1, 53.2, 53.3 and 53.4 herein the provisions of the Long Service Leave Act 1976 shall prevail.

54. Leave to Deal With Family and Domestic Violence

54.1 Application

This Section applies to Teachers, including Casual Teachers.

54.2 Definitions

For the purposes of this Section:

Family and Domestic Violence means violent, threatening or other abusive behaviour by a Family Member of a Teacher that seeks to coerce or control the Teacher and that causes them harm or to be fearful.

Family Member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of Family Member in clause 54.2(a) includes a former spouse or de facto partner.

54.3 Entitlement to Paid Leave

- (a) A Full-Time Teacher, other than a Casual Teacher, is entitled to five days' paid leave to deal with Family and Domestic Violence, as follows:
 - (i) the leave is available in full at the start of each twelve month period of the Teacher's employment; and
 - (ii) the leave does not accumulate from year to year; and
 - (iii) is available to Part-Time Teachers on a pro-rata basis according to their FTE.

PART H – Leave, Public Holidays and Related Matters

Provided that a period of leave to deal with Family and Domestic Violence may be less than a day by agreement between the Teacher and the Employer.

Provided also the Employer and the Teacher may agree that the Teacher may take additional unpaid leave to deal with Family and Domestic Violence.

54.4 Entitlement to Unpaid Leave

A Casual Teacher or a Full-Time or Part-Time Teacher who has exhausted his or her entitlement to paid leave in accordance with sub-section 54.3 is entitled to apply to the Employer for unpaid leave to deal with Family and Domestic Violence. In such instances, and subject to the reason(s) for the leave satisfying sub-section 54.5, the unpaid leave will not be unreasonably withheld.

Provided that a period of leave to deal with Family and Domestic Violence may be less than a day by agreement between the Teacher and the Employer.

54.5 Taking Paid and/or Unpaid Leave

A Teacher may take paid and/or unpaid leave to deal with Family and Domestic Violence if the Teacher:

- (a) is experiencing Family and Domestic Violence; and
- (b) needs to do something to deal with the impact of the Family and Domestic Violence and it is impractical for the Teacher to do that thing outside their ordinary hours of work.

Provided that the reasons for which a Teacher may take leave include making arrangements for their safety (including relocation), attending urgent court hearings, or accessing police services.

54.6 Service and Continuity

The time a Teacher is on unpaid leave to deal with Family and Domestic Violence does not count as service but does not break the Teacher's continuity of service.

54.7 Notice and Evidence Requirements

(a) Notice

A Teacher must provide his or her Employer notice of the taking of paid and/or unpaid leave by the Teacher under sub-section 54.5. The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the Employer of the period, or expected period, of the leave.

(b) Evidence

A Teacher who has given his or her Employer notice of the taking of leave under clause 54.7(a) must, if required by the Employer, provide

PART H – Leave, Public Holidays and Related Matters

the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in sub-section 54.5.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

54.8 Confidentiality

- (a) The Employer must take steps to ensure information concerning any notice a Teacher has given, or evidence a Teacher has provided in accordance with sub-section 54.7 herein is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 54.8(a) prevents an Employer from disclosing information provided by a Teacher if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Teacher or another person.

Note: Information concerning a Teacher's experience of Family and Domestic Violence is sensitive and if mishandled can have adverse consequences for the Teacher. Employers should consult with the Teacher regarding the handling of this information.

54.9 Compliance

A Teacher is not entitled to take leave under this Section 54 unless the Teacher complies with the requirements of the Section.

55. Pandemic Leave

55.1 Application

This section applies to Teachers including Casual Teachers.

55.2 Definitions

For the purposes of this Section:

Service Year means the 12 month period commencing each year on a Teacher's anniversary of appointment*.

Important Note: The anniversary of appointment may not be the original appointment date of the Teacher where a period of leave during his or her employment has not counted toward his or her continuous employment.

55.2 Operation of this Section

- (a) This Section becomes operative when the Tasmanian Director of Public Health declares a Public Health Emergency for the State of Tasmania in relation to a pandemic.
- (b) Where, under the scope of the declared Public Health Emergency a Teacher, including a Casual Teacher, covered by this Agreement;
 - (i) is required to isolate and/or quarantine away from the School in accordance with the published Public Health orders in force at the time of the period of isolation and/or quarantine; or

PART H – Leave, Public Holidays and Related Matters

- (ii) has developed symptoms consistent with those described by the Tasmanian Public Unit for the pandemic disease and is absent from work;
 - 1. in order to be tested; or
 - 2. awaiting the results of the test; or
- (iii) has received their test results which confirm they have contracted the pandemic disease;

they will, in relation to an absence as a result of any of the situations described in sub-clauses 55.3(b)(i) to (iii) above, or any combination thereof, be entitled to up to 2 weeks (10 weekdays for a Full-Time Teacher, pro-rata for a Part-Time Teacher, and missed rostered shifts for a Casual Teacher during an absence of up to two weeks) Paid Pandemic Leave in a Service Year (or in the case of a Casual Teacher, without loss of earnings), subject to the specific directions/prescribed requirements of the Public Health Unit in force at the time of the absence.

Provided that an Employee covered by this Agreement will not be entitled to the provisions of this Section where his or her absence from the School is a direct result of a breach of a public health order by the Employee.

56. Exceptional Personal Circumstances Leave

56.1 Application

This section applies to Teachers, other than Casual Teachers.

56.2 Definitions

For the purposes of this Section:

Service Year means the 12 month period commencing each year on a Teacher's anniversary of appointment*.

Important Note: The anniversary of appointment may not be the original appointment date of the Teacher where a period of leave during his or her employment has not counted toward his or her continuous employment.

56.3 Operation of this Section

- (a) A Full-Time Teacher, other than a Casual Teacher, covered by this Agreement shall be entitled to up to 3 days paid leave per Service Year to deal with exceptional personal circumstances.
- (b) A Part-Time Teacher, other than a Casual Teacher, shall be entitled to a pro-rata entitlement of the 3 days paid leave based on his or her FTE.
- (c) Where paid exceptional personal circumstances leave is taken it is to be deducted the employee's accrued personal leave balance.
- (d) Exceptional personal circumstances leave does not accrue from year to year if it is not taken.
- (e) Exceptional personal circumstances means, for the purposes of this clause, extreme personal events, as a result of which the Teacher

PART H – Leave, Public Holidays and Related Matters

must take time off work and the underpinning reason for the leave does not meet the criteria for any other recognised form of leave offered by the Employer.

- (f) Applications for exceptional personal circumstances leave are to be directed to the Principal. The Principal may request supporting evidence of the need for the leave at their discretion. The Principal or their nominated delegate, has the sole discretion as to whether a claim for exceptional circumstances leave is approved and the decision is final.

PROVIDED THAT, wherever possible, applications following normal School procedures, should be made in advance, though in certain circumstances the School accepts that applications may need to be made retrospectively.

57. Leave Without Pay

A Teacher may apply to his or her Employer for a period of approved leave without pay, though the granting of such leave, including the period and timing of the leave period if granted, remains the discretion of the Employer or Employer's delegate.

Provided that, a period of approved leave without pay cannot exceed three years in duration.

58. Public Holidays

58.1 Application

This section applies to Teachers, other than Casual Teachers.

58.2 NES Provisions Apply

With the exception of the provisions of sub-section 58.3 herein the provisions relating to public holidays are set out in *Part 2-2, Division 10 of the Fair Work Act 2009*.

58.3 Substitute Days

An Employer may substitute a public holiday or part holiday falling during term weeks for another day or part day to be taken during term weeks in the School Year.

59. Returning From Long-Term Leave

- (a) Where a Teacher returns to work after a period of long-term leave the allocation of teaching duties (including the year group) remains the prerogative of the Employer, who shall consider the wider needs of the School as well as the Teacher's qualifications.
- (b) In relation to clause 59(a), the allocation of any part-time teaching load and duties depends on the suitable part time positions that are readily available at the time of the Teacher's return to work.
- (c) Teachers who return to work after a period of long term leave are entitled to resume the promotional duties and/or positions of responsibility they undertook immediately prior to the commencement of the leave period.

PART H – Leave, Public Holidays and Related Matters

Provided that, the Teacher's appointment has not lapsed during his or her absence and/or the manner of his or her engagement following the return to work will reasonably allow them to effectively and properly carry out the duties of the position and/or responsibility. In some instances, promotional duties and/or positions of responsibility will not be suitable for a Teacher who returns to work in a part time capacity.

PART I – Signatories to the Agreement

Circular Head Christian School

Mrs Ara Jane Popowski is duly authorised on behalf of the Employer, Circular Head Christian Schools Inc. to sign the Tasmania Independent Christian Schools (Teachers) Multi Enterprise Agreement 2022



Ara Popowski
Principal
Circular Head Christian School
PO Box 503
Smithton, 7330

Date

29/11/2021

Mrs Bronwyn Gaye House for and on behalf of Employees employed by the Employer and covered by this Agreement



Bronwyn House
Teacher
83 Brooks Road,
Forest, 7330

Date

29/11/2021

Devonport Christian School

Mr Chad Anthony Smit is duly authorised on behalf of the Employer, Devonport Christian School Inc. to sign the Tasmania Independent Christian Schools (Teachers) Multi Enterprise Agreement 2022



Chad Smit
Principal
Devonport Christian School
PO Box 44D
Don, 7310

Date

30/11/2021

Mrs Robyn Angliss for and on behalf of Employees employed by the Employer and covered by this Agreement


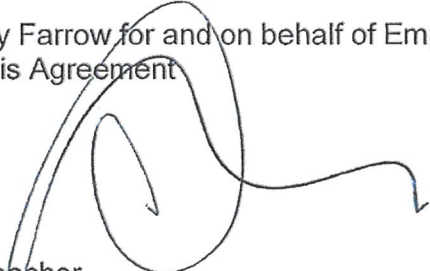





Robyn Angliss
Learning Team Leader Year 3/4
C/- 3-11 Jiloa Way,
Don, 7310

Date

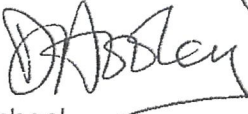
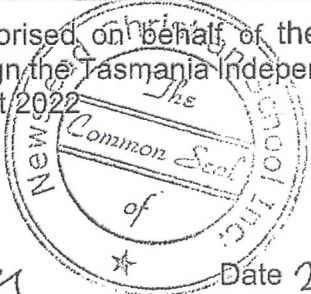

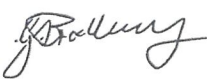
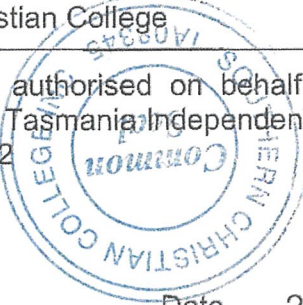

30/11/2021

PART I – Signatories to the Agreement

Launceston Christian School	
Mr Adrian Bosker is duly authorised on behalf of the Employer, Launceston Christian School Inc. to sign the Tasmania Independent Christian Schools (Teachers) Multi Enterprise Agreement 2022	
	
Adrian Bosker Principal Launceston Christian School PO Box 32 Riverside, 7250	Date 29/11/2021
Mr John Garry Farrow for and on behalf of Employees employed by the Employer and covered by this Agreement	
	
John Farrow Secondary Teacher C/- 452A West Tamar Road, Riverside, 7250	Date 29/11/2021

Leighland Christian School	
Mr Glenn Allan Mace is duly authorised on behalf of the Employer, Leighland Christian Parent Controlled School Association Inc. to sign the Tasmania Independent Christian Schools (Teachers) Multi Enterprise Agreement 2022	
	
Glenn Mace Principal Leighland Christian School PO Box 3019, MDC Ulverstone, 7315	Date 29/11/2021
Mr Zane John King for and on behalf of Employees employed by the Employer and covered by this Agreement	
	
Zane King Secondary Teacher Leighland Christian School 37 Allanbie Crescent Ulverstone, 7315	Date 29/11/2021

PART I – Signatories to the Agreement

Newstead Christian School	
Ms Diane Jane Hooley is duly authorised on behalf of the Employer, Newstead Christian School Association Inc. to sign the Tasmania Independent Christian Schools (Teachers) Multi Enterprise Agreement 2022	
 Diane Hooley Principal Newstead Christian School 31-37 Tudor Avenue Newstead, 7250	 Date 29/11/2021
Mr Russell Scott McKenzie for and on behalf of Employees employed by the Employer and covered by this Agreement	
 Russell McKenzie Teacher Newstead Christian School 38 Edward Street Perth, 7300	Date 29/11/2021
Southern Christian College	
Ms Grainne Margaret Brocklesby is duly authorised on behalf of the Employer, Southern Christian College Inc. to sign the Tasmania Independent Christian Schools (Teachers) Multi Enterprise Agreement 2022	
 Grainne Brocklesby Acting Co-Principal Southern Christian College PO Box 62 Kingston, 7051	 Date 29/11/2021
Mr Todd Andrew Barker for and on behalf of Employees employed by the Employer and covered by this Agreement	
 Todd Barker Science/Mathematics Faculty Head Southern Christian College PO Box 62 Kingston, 7051	Date 29/11/2021

Schedule One – Employers Party to this Agreement

The following Employers/Schools are party to the *Tasmanian Independent Christian Schools (Teachers) Multi Enterprise Agreement 2022*:

1. Circular Head Christian School
2. Devonport Christian School
3. Launceston Christian School
4. Leighland Christian School
5. Newstead Christian School
6. Southern Christian College

Schedule Two – Teacher Classification Scales

Classification/Salary Scale Steps - Teachers & Specialist VET Registered Teachers.

Entry Points	Teacher Scale Step	SVETT Scale Step	Step %	Tasmanian Teacher Registration Board (TRB) Full Teacher Registration Window(s). <i>Please Note: This does not apply to the SVETT Scale.</i>	Independent Schools Teacher Accreditation Authority (ISTAA) Experienced and Highly Accomplished Teacher Assessment Window(s).
Unqualified Entry Steps	U1	SV1	65	NA	
		SV2	67.5		
4YT Entry	G1	SV3	70	On achieving Full Teacher Registration a teacher is entitled to any service step due plus two additional scale steps from the start of school year immediately following notification of full registration.	
5YT Entry	G2	SV4	73.5		
	G3	SV5	77		
	G4	SV6	80.5		
	GP1		84	On achieving Full Teacher Registration a teacher is entitled to any service step due plus one additional scale step from the start of school year immediately following notification of full registration.	
	GP2		87.5		
	GP3		91	On achieving Full Teacher Registration a teacher is entitled to any service step due from the start of school year immediately following notification of full registration.	
	GP4		94		
<i>To progress beyond Step GP4 a Teacher must satisfy the requirements of Agreement Clause 35.2(c).</i>					
	P1	Proficient	97		Progression from Step P1 to P2 is via service. Upon entry to Step P1 a teacher is entitled to apply for entry to the Experienced Teacher classification (Step EXP) via ISTAA. Successful applicants then access Step EXP after completing a minimum of 12 months full time service at Step P2.
	P2		100		
<i>To progress beyond Step P2 a Teacher must satisfy the requirements of Agreement Sub-section 35.3.</i>					

Schedule Two – Teacher Classification Scales

Classification/Salary Scale Steps Accessed by Application to ISTAA (EXP & HAT).

Teacher Scale Step		Step %.	Tasmanian Teacher Registration Board (TRB) Full Teacher Registration Window(s). <i>Please Note: This does not apply to the SVETT Scale.</i>	Independent Schools Teacher Accreditation Authority (ISTAA) Experienced and Highly Accomplished Teacher Assessment Window(s).
<i>To progress to Step EXP a Teacher must satisfy the requirements of Agreement Sub-section 35.3.</i>				
	EXP	Experienced	102	
<i>Refer interim Sub-section 35.4 for details.</i>				
	HAT	HAT	106	

Additional Service/Promotional Progression Notes for 4YT and 5YT Teachers

Notes for 4YT Teacher

A full time 4YT Teacher who obtains his or her full TRB teacher registration during the first four steps of the Graduate/Proficient Scale (Steps G1 to G4) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 7 years of full time service. The Teacher will be eligible to apply for ISTAA EXP assessment upon reaching Step P1.

A full time 4YT Teacher who obtains his or her full TRB teacher registration during the fifth or sixth step of the Graduate/Proficient Scale (Steps GP1 or GP2) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 8 years of full time service. The teacher will be eligible to apply for ISTAA EXP assessment upon reaching Step P1.

A full time 4YT Teacher who obtains his or her full TRB teacher registration during the seventh or eighth step of the Graduate/Proficient Scale (Steps GP3 or GP4) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 9 years of full time service. The teacher will be eligible to apply for ISTAA EXP assessment upon reaching Step P1.

A full time 4YT Teacher who reaches Step GP4 and is yet to obtain his or her full TRB teacher registration shall not progress beyond that point until they have obtained full teacher registration. Should the teacher subsequently obtain full teacher registration he/she shall progress to Step P1 from the start of the school year following the receipt of written notification from the TRB of their registration. The teacher will then be eligible to apply for ISTAA EXP assessment upon reaching Step P1.

Schedule Two – Teacher Classification Scales

Notes for 5YT Teacher

A full time 5YT Teacher who obtains his or her full TRB teacher registration during the first three steps of the Graduate/Proficient Scale (Steps G2 to G4) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 6 years of full time service. The Teacher will be eligible to apply for ISTAA EXP assessment upon reaching Step P1.

A full time 5YT Teacher who obtains his or her full TRB teacher registration during the fourth or fifth step of the Graduate/Proficient Scale (Steps GP1 or GP2) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 7 years of full time service. The teacher will be eligible to apply for ISTAA EXP assessment upon reaching Step P1.

A full time 4YT Teacher who obtains his or her full TRB teacher registration during the sixth or seventh step of the Graduate/Proficient Scale (Steps GP3 or GP4) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 8 years of full time service. The teacher will be eligible to apply for ISTAA EXP assessment upon reaching Step P1.

A full time 5YT Teacher who reaches Step GP4 and is yet to obtain his or her full TRB teacher registration shall not progress beyond that point until they have obtained full teacher registration. Should the teacher subsequently obtain full teacher registration he/she shall progress to Step P1 from the start of the school year following the receipt of written notification from the TRB of their registration. The teacher will then be eligible to apply for ISTAA EXP assessment upon reaching Step P1.

Schedule Three – Salary Scale Transition Process

These guidelines are provided to assist Employers who have not already done so to transition from the School's existing salary scale to the 2022 salary scale under this Agreement.

Part One – Recording Pre Existing Salary Scale Details

Step 1 Using the School's existing salary scales (as at 31 December, 2021), fill in the details required in Columns 1 to 4 in the Transition Template below.

Step 2 For each Scale Step listed in completed Column 1 identify the appropriate corresponding Agreement Scale Step (as detailed in Columns 5 to 7 below), ensuring that the transition satisfies each of the following three requirements (a) to (c):

- (a) Subject to the requirements of both (b) and (c) herein being met, the Employer is entitled to minimise any salary increases and/or step progression which may result from the transition from the Existing Salary Scale Step to the appropriate Agreement Salary Scale Step.
- (b) The percentage of the 100% Step of the selected Agreement Salary Scale Step (refer Column 6) must be equal to or greater than the percentage of the 100% Step of the Existing Salary Scale Step (refer Column 3, once completed) to which the transition relates.
- (c) The steps to reach the 100% step of the selected Agreement Salary Scale Step (refer Column 5) must be equal to or less than the steps to reach the 100% of the Existing Salary Scale Step (refer Column 3, once completed) to which the transition relates.

Important Note: the transition detailed herein is to occur before any service progression and/or 2022 salary increases are applied. The transition described herein establishes the "starting point" for the salary and progression related conditions of this Agreement.

Transition Template

Existing Salary Scale Details as at 31/12/21					Agreement Salary Scale		
Column 1	Column 2	Column 3	Column 4		Column 5	Column 6	Column 7
Scale Step	Annual Salary	% of the 100% Step	Steps to Reach 100% Step	Transition Bridge	Steps to Reach 100% Step	% of the 100% Step	Scale Step
		100			0	100	P2
					1	97	P1
					2	94	GP4
					3	91	GP3
					4	87.50	GP2
					5	84	GP1
					6	80.50	G4
					7	77	G3
					8	73.50	G2
					9	70	G1

