



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Seventh-day Adventist Schools (Tasmania) Limited (AG2020/4151)

TEACHERS SEVENTH-DAY ADVENTIST SCHOOLS (TASMANIA) LTD ENTERPRISE AGREEMENT 2021-2023

Educational services

COMMISSIONER CIRKOVIC

MELBOURNE, 15 MARCH 2021

Application for approval of the Teachers Seventh-day Adventist Schools (Tasmania) Ltd Enterprise Agreement 2021-2023.

[1] An application has been made for approval of an enterprise agreement known as the *Teachers Seventh-day Adventist Schools (Tasmania) Ltd Enterprise Agreement 2021-2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Seventh-day Adventist Schools (Tasmania) Limited. The Agreement is a single enterprise agreement.

[2] The employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] On the basis of the material contained in the application and accompanying declaration, 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.

[4] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 1.3
- Clause 24.1(xvi)
- Clause 34.2(ii)

- Clause 34.4
- Clause 34.6

[6] However, noting the undertaking provided by the employer, I am satisfied that the beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Applicant did not comply with section 180(2) of the Act. However, in the circumstances and having regard to the decision in *Huntsman Chemical Company Australia Pty Limited t/a RMAX Rigid Cellular Plastics and Others*,¹ I am satisfied that:

- (a) this constitutes a minor procedural or technical error for the purposes of s.188(2)(a); and
- (b) the employees to be covered by the Agreement were not likely to have been disadvantaged by the error.

[8] The Agreement was approved on 15 March 2021 and, in accordance with s.54, will operate from 22 March 2021. The nominal expiry date of the Agreement is 15 March 2025.



COMMISSIONER

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<AE510738 PR727745>

¹ [2019] FWCFB 318.

ANNEXURE A-

IN THE FAIR WORK COMMISSION	<i>Fair Work Act 2009 (Cth) ("FW Act")</i>
Matter number:	AG 2020/4151
Employer:	Seventh-day Adventist Schools (Tasmania) Limited
Application:	Section 185 – Application for approval of a single enterprise agreement, namely the Adventist Education Teachers Seventh-day Adventist Schools (Tasmania) Limited CAN 101 111 556
Authorised representative:	Dr Mark Falconer General Secretary

Undertaking-Section 190
For and on behalf of the Employer I, Seventh-day Adventist Schools (Tasmania) Limited

1. declare that I have:
- a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,

2. understand that this undertaking is to be taken to be a term of the Agreement, and will be included in the publishing of the agreement.
3. give the following undertakings with respect to the Agreement:

"This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency."



Date signed:	11/3/2021
For and on behalf of the Employer by:	Seventh-day Adventist Schools
[In accordance with s.190(5) of the FW Act]	(Tasmania) Limited
Signature:	
Witness name:	Leanne Perry
Witness signature:	



**ADVENTIST
EDUCATION**

TEACHERS

**SEVENTH-DAY ADVENTIST SCHOOLS
(TASMANIA) LIMITED
ACN: 101 111 556**

**ENTERPRISE AGREEMENT
2021 - 2023**

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Part 1 Application

1. Title

This Agreement shall be known as the *Teachers Seventh-day Adventist Schools (Tasmania) Ltd Enterprise Agreement 2021-2023 (the Agreement)*.

2. Agreement

This Agreement has been made under the provisions of the *Fair Work Act 2009 (the Act)* as an Enterprise Agreement.

3. Term

This Enterprise Agreement will take effect seven days after approval by the Fair Work Commission and the nominal expiry date is four years from the time that the Enterprise Agreement is approved by the Fair Work Commission.

4. Coverage

4.1 This Agreement shall apply to **teachers** (primary and/or secondary teachers) and early learning teachers employed by the Board of Directors of the Seventh-day Adventist Schools (Tasmania) Limited (**the Board**).

4.2 This Agreement does not cover:

- a) Employees whose terms and conditions of employment are covered by the Seventh-day Adventist Schools (Tasmania) Limited Ancillary Enterprise Agreement;
- b) A person engaged to instruct students for extra-curricular activities, for example, in the areas of music, choir, band, or other similar group;
- c) A sports coach, assistant or trainer other than a teacher employed by the school;
- d) A person employed as a teacher-aide, classroom assistant, a childcare worker, or a director/supervisor of an early childhood service (other than a qualified teacher with a degree in early childhood);
- e) A Minister of Religion engaged for religious instruction or to undertake other religious duties of a non-teaching nature.

4.3 The Employer is committed to maintaining terms and conditions of employment that overall, are at least on a parity with the salary rates listed in Awards or Agreements (covering teachers in Government Schools).

5. Relationship to the Award

- 5.1 This Agreement incorporates the terms of the Educational Services (Teachers) Award 2010 (the Award) as in force from time to time.
- 5.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award, this Agreement will override the Award term or condition.
- 5.3 Where this Agreement is silent on a particular matter the terms of the Award shall apply.

6. National Employment Standards

- 6.1 The National Employment Standards (the NES) as contained in Part 2-2 of the Act are the minimum entitlements applying to a teacher covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2 This Agreement, together with the Award, will provide enterprise-specific detail where it deals with a matter provided for in the NES.

7. Objects of the Agreement

The parties to this Agreement have recognized:

- 7.1 The Seventh-day Adventist Church established church schools to promote the mission of the church to students, their families and the community. Each school is expected to partner with the local Adventist Church/es to provide quality education in an environment which reflects and promotes the cause of Christ and gospel values.
- 7.2 The Agreement acknowledges the following objectives:
 - a) to promote the role of Seventh-day Adventist schools in their identity, mission and evangelism;
 - b) to support teachers in their professional practices through collaboration and professional development based on the National Professional Standards for Teachers;
 - c) to facilitate collaborative employment and workplace practices to support quality improvement in all schools;
 - d) to acknowledge the focus on improving student learning outcomes and improving teacher quality which impacts on the school's strategic plans and financial management.
 - e) that the Board of Directors has the authority to manage the Schools in harmony with Seventh-day Adventist Church policies and procedures and relevant legislation.

8. Definitions

For the purpose of this Agreement the following definitions are used:

Act means the *Fair Work Act 2009* (Commonwealth) or its successor, as varied from time to time.

Adventist Schools Australia (ASA) means the national education department acting under the auspices of the Seventh-day Adventist Church (Australia Union Conference) Ltd. ASA has the delegated responsibility for monitoring the operation of Seventh-day Adventist schools in Australia in harmony with the policies of the South Pacific Division of the Seventh-day Adventist Church (SPD) and the ASA Handbook as amended from time to time.

Australian Union Conference (AUC) means the national office under the auspices of the South Pacific Division. The AUC is responsible for the operations of the Seventh-day Adventist Church in Australia.

AITSL means the Australian Institute for Teaching and School Leadership.

Award means the Educational Services (Teachers) Award 2010 (the Award).

Board The Board of Directors has the responsibility to govern schools operated by the Seventh-day Adventist Schools (Tasmania) Ltd in harmony with the constituted delegated authority.

TRB means Teachers Registration Board Tasmania

Employer means Seventh-day Adventist Schools (Tasmania) Limited.

Early Childhood Services means an early childhood service operated by the Employer on behalf of the Board of Directors. Services may include Long Day Care and Preschool services. Pre-kindergarten programs may be operated as part of a pre-K-6 primary school program.

Employee means a teacher and early learning teacher covered by this Agreement.

NGSRB means the Non-Government Schools Registration Board.

Immediate Family means persons in their immediate family and the immediate family members of their spouse, such as a child (including an adopted child, a step child, a foster child, a sibling), a parent (including a foster parent, step parent or legal guardian); grandparent, grandchild, and household member.

Leadership Positions

- a) **Principal** means a teacher who is appointed as such, and is responsible to the Company. The duties of the Principal include overall management of the school as determined by the Company.
- b) **Director**, when applied to an early learning service, means a teacher who is appointed to be responsible for the management and leadership of an early childhood service operated by the school and registered and accredited under the relevant authorities.
- c) **Coordinator** is a teacher employed in a leadership position. Teachers are experienced and exhibit outstanding teaching skills.

NES means the National Employment Standards. See the *Fair Work Act 2009* (Cth) s.59-131. Where this Agreement refers to a condition of employment provided for in the NES, the NES definition and conditions apply, except where this Agreement provides for more favourable terms or conditions of employment.

Non-term time means a period of time that will be announced in advance of the new school year and will not be less than the school holidays mandated by Seventh-day Adventist School (Tasmania) Ltd. Non-term weeks are deemed to include four weeks' annual leave. Where a preschool operates according to terms that approximate school terms, non-term weeks will have the same meaning.

Qualifications means qualifications or courses that are recognised by the Teachers Registration Board Tasmania (TRB).

School means a school or college operated by the Seventh-day Adventist Schools (Tasmania) Limited.

School year means the period of 12 months from January 15 of one year to January 14 of the following year, and includes both term weeks and non-term weeks including the annual holiday period.

Service date means the date from which the teacher is expected to begin duties in the newly appointed position, which is normally two weeks before the first day of the first term of the school year. Or in the case of relocation from another Seventh-day Adventist school company, the fifteenth (15th) of January of the new-year or at a date negotiated between the previous Employer, the new Employer and the Employee.

South Pacific Division (SPD) means the division of the world Church responsible for the operations of the Seventh-day Adventist Church in the South Pacific area including Australia, New Zealand, islands of the Pacific Ocean to Tahiti, and Papua and New Guinea.

Teacher means an Employee covered by this Agreement, and includes a TRB-registered *school teacher* employed in a primary and/or secondary school and a TRB-registered *early learning teacher* employed in a school, unless separately specified.

Teaching duties means the roles and responsibilities in a school undertaken by a teacher in a school.

Term time means the time in the school year that students are required to attend school as set out in the school calendar. It also includes school days classified as "pupil free days". Where a pre-school operates according to terms that approximate school terms, term weeks will have the same meaning.

Teacher classifications

- a) **Conditionally Registered Teacher** is a person who does not hold teaching qualifications but is accredited with TRB. The teacher is either completing the fourth year of an initial teacher education degree, or has completed a relevant degree and is enrolled in a graduate entry teacher education qualification at a recognised teacher education institution.
- b) **Graduate Teacher** means a teacher who has completed all course requirements of an initial teacher education program and is working towards accreditation as a Proficient Teacher.
- c) **Provisionally Accredited Teacher** is one who holds a degree from a recognised higher education institution, is newly appointed to teaching in Tasmania and is accredited with TRB as a **Provisionally Accredited** teacher.

- d) **Proficient Teacher** means a teacher who has been accredited or registered by the relevant teacher accreditation authority as a proficient teacher. Such teacher having completed a degree in education at an Australian University, College or the equivalent as determined by the National Office of Overseas Skills Recognition or by the TRB.

9. Access to the Agreement and the National Employment Standards (NES)

The Employer will ensure a copy of the Agreement and the NES will be made readily accessible to all applicable Employees, including making it available through accessible electronic means.

10. Individual Flexibility Arrangement

10.1 Flexibility Term

10.1.1 This clause replaces clause 5 – Award flexibility of the Award. Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of, are those concerning:

- (i) The arrangements for when work is performed;
- (ii) Allowances.

10.1.2 The Employer and the individual Employee must have genuinely made the Agreement without coercion or duress. The teacher is entitled to be accompanied, if the teacher so wishes, by a representative.

10.1.3 The Agreement between the Employer and the individual Employee must:

- (i) be confined to a variation in the application of one or more of the terms listed in clause 10.1.1; and
- (i) Are about permitted matters under section 172 of the Act; and
- (ii) Are not unlawful terms under section 194 of the Act
- (iii) result in the Employee being better off overall than the Employee would have been if no individual flexibility Agreement had been agreed to.

10.1.4 The Agreement between the Employer and the individual Employee must also:

- (i) be in writing, name the parties to the Agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (ii) state each term of this Agreement that the Employer and the individual Employee have agreed to vary;

- (iii) detail how the application of each term has been varied by Agreement between the Employer and the individual Employee;
- (iv) detail how the Agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
- (v) state the date the Agreement commences to operate.

10.1.5 The Employer must give the individual Employee a copy of the Agreement and keep the Agreement within fourteen (14) days after it is agreed and keep the Agreement as a time and wages record.

10.1.6 The Agreement must not require the approval or consent of a person other than the Employer and the individual Employee.

10.1.7 An Employer seeking to enter into an Agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

10.1.8 The Agreement may be terminated:

- (i) by the Employer or the individual Employee giving four (4) weeks' notice of termination, in writing, to the other party and the Agreement ceasing to operate at the end of the notice period; or
- (ii) at any time, by written Agreement between the Employer and the individual Employee.

10.1.9 The right to make an Agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an Agreement between an Employer and an individual Employee contained in any other term of this Agreement.

10.2 Flexible Working Arrangements

10.2.1 The *Fair Work Act 2009* provides Employees with a legal right to request flexible working arrangements. To be eligible, the Employee must have completed at least twelve (12) months with the Employer on a full-time or part-time basis. Long term casual Employees' who have a reasonable expectation of ongoing employment are also eligible. An Employee must make the request in writing, setting out the details of the change requested and the reasons for the change.

Employees are eligible to request flexible working arrangements in the following circumstances:

- (i) the Employee is a parent, or has responsibility for the care of a child who is of school age or younger;

- (ii) the Employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (iii) the Employee has a disability;
- (iv) the Employee is 55 or older;
- (v) the Employee is experiencing family or domestic violence from a member of the Employee's family; or the Employee provides care or support to a member of his/her immediate family or household who requires care or support because they are experiencing violence from the member's family.

The request must:

- (i) be in writing; and
- (ii) set out details of the change sought and of the reasons for the change.

10.2.2 The Employer must give the Employee a written response to the request within twenty-one (21) days, stating whether the Employer grants or refuses the request. If the Employer refuses the request, the written response must include details of the reasons for the refusal.

The Employer may refuse the request only on reasonable business grounds. Reasonable business grounds include, but are not limited to:

- (i) the new working arrangements requested by the Employee would be too costly for the Employer;
- (ii) there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
- (iii) it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (iv) the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- (v) the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

Part 2 Employment Conditions

11. Types of Employment

This clause replaces clause 10 – Types of employment of the Award. Employees under this Agreement will be employed in one of the following categories:

- a) **Full-time teacher** means any teacher other than a casual, part-time, or fixed-term teacher. A full-time teacher is an Employee engaged to work an average of 38 hours per week, averaged over a 12 month period (less four (4) weeks annual leave and public holidays).
- b) **Part-time teacher** means a teacher who is engaged to work regularly, but for less than a normal full-time teaching load. A part-time teacher is entitled to relevant benefits in this Agreement on a pro-rata basis.
 - (i) A part-time teaching load may be varied if:
 - (a) the teacher consents; or
 - (b) if the variation is required as a result of a change in funding, enrolment or curriculum, seven (7) weeks' notice will be given in writing to a teacher in a school, or four (4) weeks for an early childhood teacher. Where the change would result in a reduction in salary, the salary is to be maintained for a period of seven (7) weeks for a school teacher or four (4) weeks for an early childhood teacher.
- c) **Fixed term teacher** means a teacher employed to work full-time or part-time for a specified period which is usually not normally more than a full school year, but not less than four school weeks.

The following points are relevant to fixed term teachers:

- (i) A teacher may be employed on successive fixed term appointments where each appointment is for a different purpose;
 - (ii) A teacher employed for a fixed term must be advised in writing at the point he or she was offered the position that it was for a fixed term, and reasons stated for the position being a fixed term;
 - (iii) A teacher may be employed on a fixed term contract where staffing maybe reduced in the following school year; for a specified program or project; or a project where funding has been made available;
 - (iv) A fixed term teacher may be appointed to replace a teacher: who is on leave; is performing other duties temporarily; whose employment has terminated after the start of the school year; or where a position is not able to be filled by a teacher meeting the required criteria for that position. Where a suitable person is not available at the end of the fixed term contract, the
 - (v) Fixed-term employment may be extended for up to a further 12 months. In certain circumstances such as a secondment, or serious illness, the fixed term appointment may be for a term of up to two years.
- d) **Casual teacher** means a teacher who is engaged on a casual basis provided that the nature of the engagement is not regular or systematic. A casual teacher may be employed for a block of up to four (4) weeks. A casual engagement may be extended to meet the needs of the school by Agreement between the teacher and the Employer provided the total period of engagement does not exceed one school term.

12. Terms of Engagement

12.1 Selection and Appointment Procedures

- (i) The Company is a preferential Employer, whereby preference will normally be given to the employment of members of the Seventh-day Adventist Church.
- (ii) Normally, teaching positions (except fixed-term positions for up to two school terms duration and casual positions) may be advertised as deemed appropriate by the Employer, in harmony with ASA appointment procedures.
- (iii) Appointments to teaching positions will be based on the suitability of the applicant for the position and after consultation with the principal.
- (iv) After a teacher has been offered a position, a contract of employment shall be provided to the teacher by the Employer stating classification, rate of salary, general expectations of the teacher, and other relevant terms and conditions of employment. The school will provide the teacher with details of the face-to-face teaching load, duties and extra-curricular commitment required.
- (v) All appointments for newly employed teachers include the six-month minimum employment period, as defined by the Act. Where the Employer terminates the teacher's employment during the minimum employment period, the Employer is not required to comply with cl.33.4.b but is required to provide notice of termination in accordance with cl.33.1
- (vi) Appointments to leadership positions will be made according to Company employment procedures.
- (vii) After a teacher has been appointed to a position, a letter of employment shall be provided to the teacher by the Employer stating classification, rate of salary, general expectations of the teacher, and other relevant terms and conditions of employment.
- (viii) Where a person applies for a casual teaching position, the Employer shall provide, on initial receipt of required employment documents, a letter stating that the teacher is approved for casual teaching, and expectations of the school for casual teachers.

12.2 Teacher Skill Development

- (i) Teachers are expected to maintain the AITSL and Adventist identity, teaching standards, meet professional development expectations and demonstrate quality teaching and learning practices.
- (ii) Teachers who are provisionally or conditionally accredited shall participate in relevant programs as required by the TRB and the Board. Participation in these programs complements the Employer's annual appraisal program.
- (iii) To provide feedback on a teacher's performance, each teacher shall participate in an annual school-based performance appraisal program. This program is designed to

enhance and support the development of teaching and learning competencies and skills.

- (iv) Where an Employer considers that a problem exists in relation to a teacher's performance, a performance management process will be implemented. This process is separate and distinct from the annual appraisal program designed to enhance teacher development.
- (v) Part-time teachers may be requested to attend meetings and/or professional development courses on the days on which they do not ordinarily work. Payment for attendance shall be paid at the casual rate.

12.3 Multiskilling

Subject to qualifications, training and long-term career goals of the teacher, the Employer may make provision for teachers to teach across year levels or subject areas, provided that opportunities for the teacher to work towards further qualifications, training or accreditation are provided where needed.

12.4 Advanced Study Support

Financial support, at the discretion of the Employer and the ASA Education Advanced Study Committee, may be provided for teachers undertaking advanced or specialized study where such study contributes to the needs of the Employer. A teacher who wishes to apply for financial support shall discuss the matter with the Director of Education of the school company.

12.5 General Duties

- (i) Teachers have a responsibility to support the holistic development of each student to develop responsible citizens of the future who understand and appreciate the ethics, values and beliefs of the Seventh-day Adventist Church.
- (ii) Teachers are required to maintain a current Working With Vulnerable People Check.
- (iii) Teachers are required to adhere to the Board's code of conduct.
- (iv) Teachers have a responsibility to meet the high standards of the Seventh-day Adventist Church and church community, and the teaching profession. Teachers are therefore expected to support and promote a lifestyle consistent with Seventh-day Adventist Church ethics, beliefs and values.
- (v) Teachers have a responsibility to recognize the right of equality of opportunity of all according to their ability, without discrimination, within the context of the ethics, values and beliefs of the Seventh-day Adventist Church.
- (vi) Teachers are required to improve the effectiveness of teaching through identifying their own professional needs and actively pursuing opportunities for professional development.

- (vii) Programs of work are the intellectual property of the Employer. Teachers are to leave all programs of work and other relevant documents, such as class handouts and other resources provided to students, at the school upon termination or transfer of employment.
- (viii) Teachers are expected to provide quality education in a safe environment for students. Teachers are to comply with child protection legislation and work health and safety legislation.
- (ix) Teachers are to receive induction and participate where required, in maintaining school records such as student attendances, accidents, and maintenance records.
- (x) Teachers are required to be involved in an annual performance appraisal program.

12.6 Teachers Specific Duties

- (i) Teachers are required to meet and maintain all requirements for teacher registration in Tasmania.
- (ii) The normal duties of teachers in addition to scheduled teaching, preparation, assessment and reporting, shall include attendance at morning worship, playground duties, sports duties, attending staff meetings, professional development, parent/teacher meetings, administration and assembly duties, and pastoral care duties, as rostered. The principal may determine other duties to meet the needs of the specific school. This will be pro-rata for part-time teachers.
- (iii) Specialized teaching and learning duties may include roles as determined by the school, for example, teacher-librarians, specialist subject teachers, learning support teachers, and teachers engaged in leadership positions.
- (iv) Duties may also include attending school camps, retreats, excursions (including overnight excursions) and other extra-curricular activities. Any leave in lieu of overnight stays will be negotiated with the Principal
- (v) Duties for leadership positions and for specialist teachers will be specified in their job description.

12.7 Breaks

This clause replaces clause 20 – Breaks of the Award.

A teacher will be entitled to an unpaid meal break of not less than 30 consecutive minutes, which commences no later than five hours after the scheduled commencement of work. The lunch break may be taken at a time different to the school's timetabled lunch break. Although the school will make every effort to provide a teacher with an unpaid meal break of not less than 30 minutes where practical. However, it may only be possible to provide a teacher who is on yard duty during the meal break with a break of not less than 20 consecutive minutes. In these circumstances, an alternative Agreement can be negotiated with the Principal.

12.8 Non-term Time

- (i) Non-term weeks are deemed to include the four (4) weeks of annual leave as legislated under the National Employment Standards (NES) of the Act. A teacher is not required to attend at the school during non-term weeks but is required to use the non-term time to meet the requirements of their teaching role. This may include extra-curricular activities, planning, or professional development to meet the specific needs of the Employee or the School. Where a preschool operates according to terms that approximate school terms, non-term weeks will have the same meaning.
- (ii) Before the beginning of Term 1 each year, returning teachers are expected to attend school for at least one week before school starts. Teachers newly employed are expected to attend school for two weeks before school starts or as negotiated with the Principal.

12.9 Allocation of Duties and Release Time

In making decisions about the work of Teachers, management will attempt to provide for equitable workloads across the school and among Teachers. The Employer will consult and negotiate with staff effected regarding their workloads

- (i) Early childhood teachers, with responsibility for programming, assessments, reporting or other duties such as policy development means a fulltime teacher will be entitled to two hours per week release time for such purposes. A part-time teacher is entitled to this release time on a pro-rata basis.
- (ii) Primary School teachers, who are registered full-time teachers as determined by the school, in conjunction with the Employer will be entitled to release time of three hours per week for preparation, research and programming activities. A part-time teacher is entitled to this release time on a pro-rata basis.
- (iii) Secondary school: In a secondary school, a full time teacher (other than a graduate teacher in the first year of teaching (1st year teacher), may be required to teach up to 20 hours of face to face teaching per week. Home room duties and Chapel, which is part of the special character of schools, are not included in the allocation of face-to-face teaching hours.
- (iv) First year full-time teachers shall be entitled to a reduction of 10% of a full-time teaching load as determined by the school. First year part-time teachers shall be entitled to a pro-rata reduction.
- (v) If a teacher wishes a variation from the normal teaching load at the school, this must be negotiated with the Principal and the Employer.
- (vi) An Employer allocated coordinator roles are by appointment. Schools shall apply the terms and conditions for Coordinators as stated in the Policy and Procedures for Coordinator Positions.
- (vii) Principals may be allocated a percentage of a full-time teaching load.

Part 3 Salaries and Related Matters

13. Salaries

13.1 Salary

This clause replaces clause 13 – Classifications and clause 14 – Minimum salary of the Award. Teachers will be ordinarily remunerated as per the Salary, Table 1 in Appendix A. Under this schedule, the Employee's tithe commitment will be considered to have been fulfilled. Should a teacher prefer to take the personal responsibility to care for their tithe, they may make a request of the Employer to enter into such an arrangement.

13.2 Payment of Salary

- (i) The annual salary and any applicable allowances under this Agreement are paid in full satisfaction of an Employee's entitlements for the school year or a proportion of the school year. The annual salary is to include eight (8) non-term weeks and the four (4) weeks annual holidays.
- (ii) The salary incorporates any authorized reasonable additional hours worked by the Employee during the year.
- (iii) The salary payable to any teacher is a per annum rate as set out in Appendix A, Table 1 Teachers.
- (iv) The salary shall be payable fortnightly, by electronic funds transfer into an account or accounts nominated by the teacher. A fortnightly salary shall be ascertained by dividing the annual salary by 26.09, or a weekly rate determined by dividing the annual rate by 52.18.
- (v) Normal incremental progression is on the basis of one increment for each year of full-time employment.

13.3. Superannuation

- (i) This clause replaces clause 20 – Superannuation of the Award. The Employer shall make superannuation contributions to a complying superannuation fund in accordance with the Superannuation Guarantee (Administration) Amendment Act 2012 (Cth).
- (ii) Where a teacher has not nominated a complying fund, the default fund will be as nominated by the Employer from time to time subject to that fund offering a MySuper product.
- (iii) Teachers may request additional superannuation payments be made on their behalf as either salary sacrificed deductions or deductions after tax.
- (iv) Employer funded superannuation contributions above the Government minimum requirement as outlined below shall be paid for denominational Employees who meet years of service:
 - (a) Employees with more than 10 years and less than 15 continuous service - 1%

- (b) Employees with more than 15 and less than 20 years continuous service - 2%
- (c) Employees with 20 years and more continuous service - 3%

13.4 Part-time Teachers

- (i) For the purposes of determining part-time pro-rata salaries and entitlements, a part-time load shall be calculated as a pro-rata equivalent of a full-time teacher, based on the normal face-to-face teaching hours which a full-time teacher at the school is required to teach.
- (ii) Normal incremental progression is on the basis of one increment for each 200 days of full-time teaching equivalent. Normal incremental progression is on the basis of one increment where a teacher has undertaken 0.5 or more of equivalent full-time employment in the preceding year.
- (iii) Where a part-time teacher is employed for casual teaching days, the rate of pay will be the casual rate.

13.5 Casual Teachers

- (i) A casual teacher shall be paid at the rate listed in Table 4 and 5, Appendix A.
- (ii) A casual teacher shall be paid for a minimum of half a day for each single engagement.

13.6 Overpayments

Where an excess payment has been made in error to a teacher, the Employer and the teacher shall seek resolution on the matter of repayment in accordance with Fair Work guidelines.

14. Leadership Positions

14.1 Terms, Appointment, Coordinator Positions

Schools shall apply the terms and conditions for Coordinators as stated in the Policy and Procedures for Coordinator Positions.

15. Remuneration

Classification for Salary Levels:

15.1 Categories	Salary Level
(i) Graduate Teacher	Level 1
(ii) Teacher	Level relevant to qualifications and years of service
(iii) Coordinator	Coordinator 1 or 2 loading
(iv) Early Childhood Director	Loading based on FTE enrolments.
(v) Principal	Loading based on enrolments.

15.2 Progression

- (i) Normal incremental progression is on the basis of one increment for each year of full time employment of service. A teacher with full TRB registration may progress to Level 10 in accordance with this clause.
- (ii) A four year trained teacher, who has provisional registration with TRB, shall begin on Level 1 of the scale. A teacher will be classified at Level 3 of the scale, provided the teacher has completed no less than two years of service of .5 FTE or above and gained full registration with TRB. A teacher who has completed two years of service but has not gained full TRB registration will remain on Level 2 until full TRB registration is gained and will progress to Level 3 on gaining full TRB registration. A teacher who has gained full TRB registration but has not completed two years of service will remain on Level 1 and/or 2 until two years of service has been completed
- (iii) A teacher with a time fraction below 0.5 will progress to the next increment after the completion of 24 months service.

15.4 Credit for Previous Service

- (i) A teacher may apply for credit for previous teaching service and shall be given credit based on full-time equivalent service. Full-time equivalent service means teaching service equivalent to full-time teaching service in recognised schools or in schools and early childhood centres certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia, including service in Adventist Schools within the SPD as recorded on their Personal Service Records.
- (ii) A teacher may apply for credit for previous teaching in a recognised teaching institution other than a recognised school (e.g. university, TAFE), and shall be given credit for each year of full-time service to a maximum of four incremental levels. However, at the discretion of the Employer, the teacher may be given full credit depending on the level of correlation between the previous teaching position and the position to which the teacher is appointed.
- (iii) A teacher may apply for credit for employment in any paid occupation deemed by the Employer to be relevant to his/her teaching, and be given credit based on one increment for three years industry service, to a maximum of four increments.
- (iv) The teacher applying for credit must submit an application in writing to the Employer and provide documentary evidence to support the application, for example, a statement of service on an official letterhead. Credit allowed will be given from the date of application where suitable documentary evidence is provided.

15.5 School Fee Discounts for Teachers

- (i) School fee discounts for tuition will be given for an Employee, or a legal guardian, or Employer approved unmarried dependent children enrolled in Australian Seventh-day Adventist schools of primary, secondary or tertiary levels. The discount for students in primary and secondary schools will be determined by the local School

Council (historically 30%) of the school that the student is attending. Further information is available from the Principal or local Administration.

- (ii) Part-time teachers will receive a pro-rata equivalent of the discount. This will be applied once per family.

15.6 Impact of Leave

- (i) Any teacher who takes approved paid leave on full pay shall receive the benefits and salary as in clause 15 and clause 16 for the period of leave granted.
- (ii) A teacher who takes leave without pay shall not be entitled to the benefits listed in clause 15 and clause 16 during the period of leave.

15.7 Salary Packaging

Information on salary packaging benefits is available for teachers from the Head Office. Any salary packaging Agreements will be made by negotiation with the Employer and their agent where applicable. Subject to Fringe Benefits Tax legislation, salary packaging is available for the following items only:

- (i) Superannuation contributions
- (ii) Vehicles

16. Allowances and Payments

16.1 Payment for Jury Duty

Payment and leave for Jury Duty is covered by the NES, s.109, s.111.

- (i) A teacher who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (ii) A teacher must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (iii) A teacher must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (iv) A teacher must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by Court Authorities with respect to jury service.
- (v) Subject to NES, cl.20.1(iii), (iv) and (v), the Employer will pay normal salary to a teacher, with the teacher required to provide the payment received from the Court Authorities for jury service to the Employer as soon as practicable after returning from jury service leave. For a casual or fixed term teacher, the Employer may elect to pay the difference between the amount paid by the Court Authorities in respect

of the teacher's attendance for jury service and the amount of salary the teacher would have received had the teacher not been on jury service leave.

16.2 Relocation Costs

This allowance is given to the Employee who is transferred at the request of the Employer and to new Employees who have had to relocate. A claim for a removal allowance must be made within six months of an appointment in order to be accepted. Please contact Chief Financial Officer for details.

16.3 Reimbursement for Own Vehicle Usage

Where a teacher is required to travel on school business using their own vehicle in the performance of their duties, the reimbursement will be made in accordance with the Australian Tax Office cents per kilometre rate.

16.4 Counselling

A teacher may be granted up to six (6) paid counselling sessions per calendar year for the health and welfare of the Employee. The counselling sessions can be undertaken by a practitioner of your choice. The sessions are funded by the Employer up to a designated maximum amount. Part-time teachers may receive a pro-rata amount.

Part 4 Leave and Public Holidays

17. Portability of Leave

All leave accruing to a teacher shall be portable between Seventh-day Adventist Church entities.

18. Public Holidays

18.1 Public holidays as gazetted by the State of Tasmania.

18.2 The Employer may request an Employee to work on a public holiday if the request is reasonable. If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if the request is not reasonable or the refusal is reasonable.

18.3 Where a public holiday or part holiday occurs during a term week, the Employer may request an Employee or Employees to substitute (or provide the substitution of) another day or part day to be taken at a different day during the term week in the school year in accordance with clause 18.2.

19. Annual Leave

19.1 Annual Leave Entitlement

A teacher is entitled to four weeks annual leave each year in accordance with the *NES*. Annual leave is deemed to be taken for the four weeks shut-down period over the year end school break; that is, from mid-December to mid-January of the following year, at dates designated and published each year by the Employer.

19.2 Pro rata leave calculation

In each of the following circumstances, a teacher will be entitled to pro rata leave in accordance with clause 22 of the Award:

- (i) A teacher commencing employment after the commencement of the school year;
- (ii) A teacher whose employment terminates during the course of a school year;
- (iii) A teacher who has taken leave without pay of more than two weeks during the school year; or
- (iv) Where the hours of work of a teacher have varied during the course of the school year.
- (v) The pro-rata leave calculation referred to within this clause and calculated in accordance with the Award is inclusive of annual leave owing to a teacher in respect of the school year in which the formula is applied.

19.2 Annual Leave Loading

There is no annual leave loading under this Agreement as a loading of 1.342% has been added to this basic annual salary.

19.3 Cashing Out of Annual Leave

There is no entitlement to cash out annual leave under this Agreement.

20. Personal Leave

20.1 Personal Leave

This clause replaces clause 24 – Personal/carer’s leave and compassionate leave of the Award. Personal leave is provided for in the *NES*. This clause supplements the *NES*. Personal leave includes sick leave carer’s leave and discretionary leave.

20.2 Notification of Absence

A teacher must notify the relevant school’s contact person of the teacher’s absence as soon as reasonably practicable. The notice must be to the effect that the teacher requires the

leave because of a personal illness or injury or to provide care or support to a member of the teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

20.2 Entitlement for Personal Leave

- (i) A full-time, maximum-term or part-time teacher is entitled to paid personal leave which is cumulative.
- (ii) A full-time teacher is entitled to accrue twelve (12) days of paid personal leave days per annum.
- (iii) A part-time and maximum term teacher's accrual rate of personal leave is to be based on a percentage of a full-time teaching load.
- (iv) Casual teachers are not entitled to paid personal leave provisions.

20.3 Sick Leave (part of personal leave)

- (i) Any full-time, maximum term or part-time teacher shall be entitled to paid sick leave for any absence due to illness or injury provided that:
 - (a) the teacher produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - (b) the teacher provides a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the teacher is entitled or a non-term week and which would not otherwise require the production of a certificate; and
 - (c) the teacher produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one year.
- (ii) Where a teacher is entitled to worker's compensation, sick leave entitlements do not apply.
- (iii) A teacher who takes sick leave due to illness or injury must notify or arrange for a person to notify the relevant school contact person before the start of the school day unless exceptional circumstances prevent the notification. Notification should include the reason and estimated time of absence.
- (iv) In situations where the Employer may have concerns regarding the nature of an illness where sick days are taken, the Employer may request a meeting in writing with the teacher to clarify the situation. The teacher will be given the opportunity to respond, and if the Employer requires further evidence, may require the teacher to

produce a medical certificate from a doctor nominated by the Employer. If a teacher fails to attend a meeting with the Employer without a valid reason or fails to provide a medical certificate as requested, paid sick leave will not be granted if the claim for sick leave is considered invalid.

20.4 Carer's Leave (part of personal leave)

- (i) Accrued or current personal leave may be used by the teacher to care for persons in their immediate family and the immediate family members of their spouse, such as a child (including an adopted child, a step child, a foster child, a sibling), a parent (including a foster parent, step parent or legal guardian); grandparent, grandchild, and household member.
- (ii) Leave may be taken for a whole day or half a day.
- (iii) Notification should be given to the Employer as soon as practical, stating the reason for the care needed and the estimated duration of care.
- (iv) A medical certificate or other documentation is requested by the Employer as evidence that care is required for the person concerned after two days.
- (v) Carer's leave will not normally be given in situations where another person is caring for the person concerned.
- (vi) Casual teachers are not entitled to paid carer's leave. However, a casual teacher has the right not to attend work where carer's leave is required for a person listed in clause 20.5. In this case the leave is unpaid leave.
- (vii) Where accrued personal/carer's leave is exhausted, an Employee may request, and the Employer agree, that accrued eligible long service leave may be taken for the purpose of carer's leave.

20.5 Carer's Leave (unpaid)

- (i) An Employee (including a casual Employee) is entitled to unpaid carer's leave of more than two (2) days to provide care and support for a person listed in 20.4 (i) where this is agreed to by the Employer.
- (ii) Unpaid carer's leave may only be taken after the Employee's paid personal/carer's leave entitlements have been exhausted.
- (iii) Unpaid carer's leave may be taken for up to two (2) days per permissible occasion to provide care and support for an immediate family or household member because of an illness, injury, or unexpected emergency affecting the member.
- (iv) A period of unpaid carer's leave of more than five (5) consecutive school days does not count as a period of service but it will retain continuity of service where the Employer has agreed to unpaid leave.

20.6 Discretionary Leave (part of Personal Leave)

- (i) Discretionary leave is available to teachers for purposes which are not otherwise provided for within personal leave or compassionate leave. Discretionary leave is normally allowed for meeting extenuating family circumstances, such as a family member's graduation, immediate family wedding or planned family and community activities and responsibilities. It may also cover emergency domestic leave or moving house.
- (ii) A teacher must apply in writing to the principal for discretionary leave. All applications where discretionary leave is granted will be forwarded to the Employer to be recorded for payroll records as any discretionary leave taken will reduce accrued personal leave.
- (iii) A full-time teacher is entitled to two (2) days of paid discretionary leave per annum.
- (iv) The part-time and maximum term teacher's rate of discretionary leave is to be based on a percentage of a full-time teaching load.
- (v) Discretionary leave does not accrue.
- (vi) Discretionary leave is not available to casual teachers.

21. Compassionate Leave

Compassionate leave is provided for in the NES.

- (i) Compassionate leave is special paid leave of up to three (3) days per permissible occasion for a teacher to spend time with a person who is immediate Family [see 20.4 (i)], or a member of the teacher's household has an illness or injury that poses a serious threat to his/her life, or dies. This leave is separate to personal leave in clause 20 and compassionate leave is not cumulative.
- (ii) In the case of a request for compassionate leave, the Employer may require the teacher to provide satisfactory evidence of the death, severity of the illness, and/or the prognosis for the member of the teacher's immediate family or household.
- (iii) Casual teachers are not entitled to paid compassionate leave. However, a casual teacher has the right be absent from work without pay for compassionate leave for a person who is an immediate family member or a member of the Employee's household.

22. Leave Without Pay (LWP)

- (i) Where an application is received for Leave without Pay of five (5) or more days, it is required that any accrued eligible Long Service Leave will be taken prior to a period of Leave without Pay. If the period of Leave without Pay is less than five (5) days, the Employee may elect to use accrued eligible Long Service Leave entitlements for this period.
- (ii) Leave without pay may be granted by application to the Board.

- (iii) Leave without pay where granted, shall normally be for a maximum of one year.

23. Long Service Leave (LSL)

23.1 General Provisions

- (i) The Long Service Leave Act 1976 (Revised 1 July, 2012) provisions apply to teachers under this Agreement.
- (ii) Long service leave entitlements are transferable between Seventh-day Adventist employing entities, subject to continuous service.
- (iii) If unpaid parental leave or other approved leave without pay has been taken, this period shall be deemed as a period of continuous service, but the period of absence shall not be counted in calculating long service leave entitlements.

23.2 Quantum of Leave

- (i) Teachers employed under this Agreement are entitled to 13 weeks long service leave after completing 10 years of continuous teaching service.
- (ii) Long service leave accrues at 1.3 weeks per year
- (iii) Long Service Leave is available after completion of 7 years on a pro-rata basis.

23.3 Conditions of Taking Leave

- (i) Where long service leave is taken for less than one term, a minimum of 6 months' notice will normally be required. The Employer will give consideration to applications made with less than two terms' notice.
- (ii) Where long service leave is taken, over non-term weeks, the non-term weeks shall not be counted as long service leave.
- (iii) Subject to the requirements of clause 23.4, a teacher who becomes ill or suffers an injury during long service leave and has an entitlement to personal leave, is entitled to have the period of illness or injury treated as personal leave, with long service leave reaccredited by the Employer. The Employer may require the teacher to be examined by a registered medical practitioner.

23.4 Application Under Clause 23.3 (iii)

The teacher's application under clause 23.3(iii):

- (i) must be received by the Employer during the period of illness or injury.
- (ii) must be accompanied by a medical certificate from a registered medical practitioner or a statutory declaration attesting to the illness or injury and the duration of the illness or injury, and

- (iii) must indicate whether the teacher wishes to extend the LSL by the period of the illness or injury or whether the teacher will return from LSL as planned with the period of illness or injury increasing the teacher's accrued LSL entitlement.

23.5 Cashing Out of Long Service Leave

There is no entitlement to cash out long service leave under this Agreement.

24 Parental Leave

24.1 Parental Leave

General

- (i) Parental Leave is provided for in the NES. This Agreement supplements the NES (s.70-79).
- (ii) A teacher must have, or will have, completed twelve (12) months of continuous service to be eligible for parental leave.
- (iii) Paid parental leave counts as a period of service and will be recorded on System service records.
- (iv) A period of unpaid parental leave does not count as service except where LSL or annual leave is taken as part of parental leave.
- (v) If the school plans to introduce change that may affect a teacher on parental leave, the school shall provide necessary information to the teacher of the change and the potential effects on the teacher's position.
- (vi) Casual teachers are not entitled to parental leave unless the casual teacher meets the criteria under the Act (refer s.67, NES).

Birth-Related and Adoption-related Leave

- (i) Parental leave (birth related or adoption-related leave) may start up to six (6) weeks prior to the birth of the baby (or earlier if the Employer and the Employee so agree) and where a medical certificate is provided.
- (ii) The maximum total amount of birth related or adoption-related leave is 52 weeks, of which twelve (12) weeks (from the commencement of this Agreement) are paid less the amount of any other authorised leave taken during the 52 week period.
- (iii) If a teacher has taken previous parental leave (birth related or adoption-related leave), there is no entitlement to further paid parental leave unless the teacher has returned to work at the school for a minimum of 12 months of continuous service for a full-time or part-time position.
- (iv) The teacher must give notice in writing to the Principal and the Employer at least ten (10) weeks before starting parental leave.

- (v) The teacher on parental leave (birth related or adoption-related leave) is entitled to twelve (12) weeks leave paid by the Employer, provided that if the teacher takes a lesser period of leave, the teacher shall be entitled to the lesser amount of paid leave. The teacher is to be paid at the normal rate paid at the time of commencing leave. Payment is to be paid at the normal rate paid fortnightly over twelve (12) weeks.
- (vi) Where an Employee continues to work during the six (6) week period before the expected date of birth of the child, the Employer may ask the Employee to give the Employer a medical certificate containing the following statement (as applicable):
 - (a) A statement of whether the Employee is fit for work;
 - (b) If the Employee is fit for work – a statement of whether it is inadvisable for the Employee to continue in her present position during a stated period because of:
 - a. Illness, or risks, arising out of the Employee’s pregnancy; or
 - b. Hazards connected with the position.
- (vii) A teacher may apply in writing to return to work prior to the end of the approved leave, giving at least four (4) weeks’ notice. Applications will normally be approved where there will be no adverse impact on the replacement teacher on a maximum term contract.
- (viii) If a teacher ceases to be the primary caregiver, the Employer may give the teacher written notice of a date no less than four (4) weeks to the future, that any untaken parental leave is cancelled from that date.
- (ix) A teacher may terminate her/his employment at any time during a period of parental leave or leave subject to giving minimum notice of four (4) weeks term time.
- (x) A teacher must give his/her Employer written notice of the proposed day of his/her return to work from completion of approved parental leave (birth related or adoption-related leave) no later than four (4) weeks before that day.
- (xi) A teacher is entitled after returning from parental leave, to return to the position held immediately before the start of the parental leave period or to the position held previously if the position was modified due to pregnancy. The 'position' does not mean the right to teach the same classes as taught prior to taking birth related or adoption-related leave.
- (xii) Before an Employer engages a teacher (as a *primary replacement*) to do the work of another teacher because the other teacher is taking a continuous period of leave including birth-related or adoption-related leave, the Employer must tell the primary replacement that the work is temporary and what the rights of the teacher are when taking birth-related or adoption-related leave under the Act.

- (xiii) A teacher who wishes to extend the period of birth-related or adoption related leave beyond the *original leave period* (as defined by the NES) of 12 months, may request the Employer to agree to an extension of unpaid parental leave for the Employee for a further period of up to 12 months immediately following the end of the available parental leave period. The request must be in writing, and submitted at least four (4) weeks before the end of the original leave period. The Employer must agree to the requested extension, unless the Employer has reasonable business grounds for refusing (refer to NES s.22).
- (xiv) A teacher on paid parental leave (birth related or adoption-related leave) is not entitled to paid work during this period.
- (xv) If the school plans to introduce change that may affect a teacher on parental leave, the school shall inform the teacher of the change and the potential effects on the teacher's position.
- (xvi) A teacher may request to take unpaid parental leave in conjunction with carer's leave or long service leave where needed.
- (xvii) A teacher shall be required to give 10 weeks written notice of the intention to take unpaid parental leave.

24.2 Partner Leave

- (i) Parental leave is provided for in the NES. This section supplements the NES.
- (ii) A teacher must have, or will have, completed twelve (12) months of continuous service to be eligible for partner leave, which comprises up to eight (8) weeks of unpaid concurrent leave taken over a 12-month period from the date of birth or adoption of a child.
- (iii) A teacher may request to take unpaid concurrent leave in conjunction with LSL.
- (iv) A teacher who takes concurrent leave is eligible for up to two weeks of paid leave commencing on the day of birth of the child or on the day on which the teacher's partner leaves hospital following the birth or from the day of placement of the child with the teacher. Except that, by Agreement with the Principal, the teacher may take the leave in periods of one day (or more) within 10 term weeks of the child's date of birth or placement, provided the leave days are arranged in advance, but the leave must be taken within two months after the birth of the baby.
- (v) Unpaid concurrent leave is taken in accordance with the NES.
- (vi) A teacher shall be required to give at least 10 weeks' written notice of the intention to take partner leave in accordance with the NES (s.74), and provide other notice and documentation, as required by the Act.

- (vii) Casual teachers are not entitled to parental leave unless the casual teacher meets the criteria under the *Fair Work Act 2009*. See NES s.67.

25. Community Leave

Community leave is provided for in the NES (s.108-111).

26. Domestic Violence Leave

Seventh-day Adventist Schools (Tasmania) Limited is committed to supporting Employees affected by domestic and family violence. The intent of this policy is to provide a framework to support Employees who experience domestic and family violence. Employees who are experiencing, or who are at risk of experiencing, domestic and family violence are encouraged to seek support from the workplace.

26.1 Scope

This policy applies to all full-time, part-time and casual Employees.

26.2 Definitions

Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

Family member is defined in s.12 of the *Fair Work Act 2009* (Cth).

26.3 Entitlement to leave

- (i) Each year, for the purpose of dealing with family and domestic violence, as follows:
- (a) A full-time Employee is entitled to 5 days of paid leave and 5 days of unpaid leave
 - (b) A part-time Employee is entitled to a total of 10 days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of 5 days of paid leave based on the part-time Employee's ordinary hours of work
 - (c) a casual Employee is entitled to 10 days of unpaid leave
- (ii) The entitlement in clause 26.3.(i) to deal with family and domestic violence:
- (a) Is available in full at the start of each 12 month period of the Employee's employment; and Does not accumulate from year to year.
 - (b) A period of leave to deal with family and domestic violence may be less than a day by Agreement between the Employee and the Employer.
 - (c) The Employer and Employee may agree that the Employee may take more than ten (10) days' leave to deal with family and domestic violence.
 - (d) Does not accumulate from year to year

- (e) Should the NES prescribe paid and/or unpaid leave for dealing with family and domestic violence, an Employee will be entitled to leave in accordance with either this clause or the NES, whichever is the more beneficial entitlement.

26.4 Taking Leave

An Employee may take leave under this clause to deal with family and domestic violence if the Employee:

- (i) Is experiencing family and domestic violence; and
- (ii) Needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (iii) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

26.5 Service and Continuity

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

26.6 Notice and Evidence Requirements

An Employee must give their Employer notice of the taking of leave by the Employee under note 4.

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.

26.7 Evidence

An Employee who has given their Employer notice of the taking of leave under clause 26.4 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 26.6.

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.

26.8 Confidentiality

- (i) The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 26.4 is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in clause 26.4 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer should consult with such Employees regarding the handling of this information.

26.9 Compliance

An Employee is not entitled to take leave under clause 26 unless the Employee complies with clause 26.

27 Applying for Leave

Employees who wish to apply for leave or access any of the support available within the workplace can contact any of the following people:

- (i) their school principal or immediate manager;
- (ii) a more senior manager; or
- (iii) the General Secretary at AST, Human Resource Manager on 03 6273 6277

28 Other Leave

28.1 Special Leave

Unpaid special leave may be granted at the discretion of the Employer to teachers for limited periods for the following reasons:

- (i) Sick leave (up to 1 year);
- (ii) Study purposes (up to 3 years);
- (iii) Volunteer service (up to 2 years);
- (iv) Overseas denominational employment (as negotiated);
- (v) Professional development/upgrading outside of denominational employment (up to 3 years);
- (vi) Renewal leave (up to 1 year);
- (vii) Other leave as agreed to by the Employer (up to 3 years).
- (viii) Where an application is received for special leave, it is required that any accrued eligible long service leave will be taken prior to a period of special leave.
- (ix) Special leave shall normally be granted in one year blocks only, and/or ending at the end of a calendar year.
- (x) At the conclusion of Special Leave there is no guarantee of employment.

28.2 Special Leave and Service Accrual

Special leave granted by the Employer does not break the continuity of employment but does not count as service.

28.3 Special Leave and Re-employment

At the conclusion of special leave, while every effort will be made to provide the teacher with employment in a Seventh-day Adventist entity, there is no guarantee of re-employment.

28.4 Special Leave and Entitlements

A teacher who takes leave without pay shall not be entitled to any benefits during the period of leave. All entitlements accrued shall be preserved at the level accrued at the date of commencement of special leave. If a teacher's employment is terminated during or at the conclusion of special leave, the teacher will be paid out at the rate preserved from the start date of special leave.

28.5 Examination Leave

A teacher will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

28.6 Qualification Conferral Leave

A teacher will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

Part 5 Other Matters

29. Consultation Regarding Major Workplace Change

29.1 Consultation Regarding Major Workplace Change

This clause replaces clause 29 – Consultation in the Award. This clause applies if the Employer:

- (a) Has made a definite decision to introduce major changes to production, program, organization, structure or technology in relation to its enterprise that is likely to have a significant effects on the Employees; or
- (b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

29.2 For a major change referred to in clause 29.1 (a):

- (a) The Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) Clauses 29.3 to 29.9 apply:

- 29.3** The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 29.4** If:
- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) The Employee or Employees advise the Employer of the identity of the representative;
 - (c) the Employer must recognize the representative.
- 29.5** As soon as practicable after making its decision, the Employer must:
- (a) Discuss with the relevant Employees;
 - (i) The introduction of the change; and
 - (ii) The effect the change is likely to have on the Employees; and
 - (iii) Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) For the purposes of the discussion – provide, in writing, to the relevant Employees;
 - (i) All relevant information about the change including the nature of the change proposed; and
 - (ii) Information about the expected effects of the change on the Employees; and
 - (iii) Any other matters likely to affect the Employees.
- 29.6** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 29.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 29.8** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 29(a), sub clauses 29.3 and 29.5 are taken not to apply.
- 29.9** In this term, a major change is likely to have significant effect on Employees if it results in:
- (a) The termination of the employment of Employees; or
 - (b) Major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
 - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) The alteration of hours of work; or

- (e) The need to retrain Employees; or
- (f) The need to relocate Employees to another workplace; or
- (g) The restructuring of jobs.

Change to regular roster or ordinary hours of work

29.10 For a change referred to in paragraph (29.1 (b));

- (a) The Employer must notify the relevant Employees of the proposed change; and
- (b) Sub clauses 29.11 to 29.15 apply.

29.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

29.12 If:

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) The Employee or Employees advise the Employer of the identity to the representative; the Employer must recognize the representative.

29.13 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) Discuss with the relevant Employees the introduction of the change; and
- (b) For the purposes of the discussion – provide to the relevant Employees:
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what the Employer reasonably believes will be the effects of the change on Employees; and
 - (iii) Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

29.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

29.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant teachers.

In this clause, **relevant teachers** means the teachers who may be affected by a change referred to in sub clause (29.1).

29.2 Flexibility in Timetables

- (i) Flexibility in timetabling may be necessary due to curriculum demands or student needs. Variation of regular timetabled hours will be the subject of appropriate consultation.
- (ii) Where a teacher is required to teach classes outside the normal timetabled times, the teacher's duties or hours of attendance shall not be increased and the teacher shall be given equivalent time off, at the start or conclusion of the normal school day.

30. Dispute Resolution

This clause replaces clause 31 – Dispute resolution of the Award. The dispute resolution procedure outlined within this clause applies to any dispute arising about a matter under this Agreement or the NES.

- (i) In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance, the parties, must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (ii) An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (iii) If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps have been taken, a party to the dispute may refer the dispute to Fair Work Commission.
- (iv) The parties may agree on the process to be utilised by Fair Work Commission including mediation, conciliation and arbitration.
- (v) Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- (vi) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

31. Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations

Seventh-day Adventist Schools (Tasmania) Limited are committed to ensuring that fair procedures, as adopted by the Company, are implemented pursuant to Child Protection

legislation, the TRB Code of Professional Ethics and the TRB Professional Boundaries: Guidelines for Tasmanian Teachers document and also the Company's AdSafe policies.

32. Disclaimer

In the event that any provision of this Agreement which, by reason of any law of the Commonwealth, is void or invalid, that provision shall be severed from this Agreement and the Agreement shall be read as if that provision formed no part of the Agreement.

33. Termination of employment

This clause replaces clause 11 – Termination of employment of the Award. Termination of a teacher may occur through resignation, retirement, dismissal or redundancy. Notice of termination is provided for in the NES. This clause of the Agreement provides enterprise-specific detail and supplements the NES that deals with termination of employment

33.1 Notice of Termination by an Employer

Subject to clauses 33.2 and 33.4 the employment of an Employee (other than a casual Employee) will not be terminated without at least 2 weeks' notice in the first 6 months of employment or thereafter four term weeks' notice by the Employer or notice as per table 34.5, whichever is greater (inclusive of the notice required under NES) or the payment of four weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks payment equal four weeks. The period of notice will be 5 weeks for Employees over the age of 45 years and who have completed at least 2 years of continuous service.

33.2 Notice of Termination by an Employee

- (i) The notice of termination required to be given by an Employee is the same as that required of an Employer.
- (ii) If an Employee fails to give the notice specified in clause 33.1 or fails to work out the notice period, the Employee may specifically authorize the School to deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given. Any outstanding balance becomes a debt due to the School.
- (iii) Deductions pursuant to specific authorisation under clause 33.2 are made from the Employee's gross salary, i.e., a week's notice not worked, or not given will be fully satisfied by the deduction of an amount equal to one week's salary being withheld by the School before tax is applied.
- (iv) Where an Employee declines to authorise such a deduction under clause 33.2(ii), either in full or in part, the remaining amount outstanding equal to the gross ordinary rate of pay for the notice not worked, or not given, becomes a debt due that may be pursued by the School.

33.3 Suspension

- (i) The Employer may suspend a teacher with or without pay while considering any matter as set out in clause 33.4 which in the view of the Employer could lead to the teacher's-dismissal.
- (ii) The Employer may suspend a teacher with or without pay while investigating allegations of reportable conduct or professional misconduct.
- (iii) The Employer may suspend a teacher with or without pay when notified of the Office of Children's Guardian (TAS) of an interim bar in relation to the Working With Vulnerable People status for a teacher. This suspension may continue until the interim bar is changed to a clearance.
- (iv) The Employer must suspend a teacher without pay when the teacher's registration with Teachers Registration Board is suspended.

33.4 Job search entitlement

Where the Employer has given notice of termination of employment to a teacher, a teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the teacher after consultation with the Employer (refer to clause 34.2 for job search entitlement for redundancy).

33.4 Dismissal

- (i) The Employer may dismiss on notice any teacher:
 - (a) who is Provisionally Registered with the Teacher Registration Board, Tasmania and who does not meet the requirements for full registration within two (2) years or within an extension period as determined by the Board; or
 - (b) Who is professionally negligent or incompetent and, after the implementation of a performance management program, fails to show evidence of satisfying the criteria set for continued employment;
 - (c) Who engages in a lifestyle that does not support the moral and ethical standards of the Seventh-day Adventist Church.
- (ii) The Employer may summarily dismiss any teacher who has engaged in serious misconduct. Serious misconduct includes but is not limited to:
 - (a) Wilful or deliberate behaviour by a teacher that is inconsistent with the continuation of the teacher's contract of employment and/or the code of conduct;
 - (b) any conduct that causes serious or imminent risk to:
 1. the health, or safety of a person;
 2. the reputation, viability or profitability of the Employer's business;

- (c) the teacher, in the course of the teacher's employment, convicted of theft, fraud or assault;
- (d) the teacher being intoxicated or under the influence of illicit drugs at work;
- (e) the teacher refusing to carry out a lawful and reasonable instruction that is consistent with the teacher's contract of employment and/or the code of conduct.
- (f) a child protection matter of an adverse finding from a reportable conduct investigation into the misconduct or a criminal act towards a child.

33.5 Statement of Service

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

A casual Employee will be provided with a statement of service upon request.

34. Redundancy

34.1 Definition

- (i) Redundancy pay is provided for in the Act. This clause supplements the Act.
- (ii) An Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated *'at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone.*
- (iii) Where change means that the job no longer exists, the Employer shall hold discussions with the teacher/s affected as soon as practicable after the decision has been made.

34.2 Notice of Redundancy and Termination

- (i) Notice for redundancy and severance entitlements for redundancy shall apply to full-time and part-time staff subject to clause 33.1 or table 34.3 whichever is greater, and severance entitlements for redundancy as stated in clause 34.5.
- (ii) This clause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or in the case of casual teachers or teachers employed in a maximum-term position, or where employment is terminated.

34.3 Notice for a Redundancy

Period of continuous service	Period of notice under 45 years of age	Period of notice Over 45 years of age
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Less than 1 year	1 week	2 weeks
1 year and less than 3 years	2 weeks	3 weeks
3 years and less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

- (i) Payment in lieu of the notice above shall be made if the notice period (or part thereof) is not given.
- (ii) The period of notice shall be deemed to be service for the purposes of calculating final termination payments.

34.4 Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

34.5 Severance Pay

- (i) Where a teacher's employment is terminated on the ground of redundancy, the Employer shall pay the severance pay in respect of a continuous period of service. An Employee is allowed up to 1 days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) A week's pay means the salary plus any loading paid to the teacher at the time of termination, divided by 52.18. Where the Employer offers acceptable alternative employment to a teacher, subject to application to Fair Work Commission, the Employer will not be required to make any severance payment. (See also clause 34.6 if the teacher is transferred to a lower paid duties).

Severance Pay

Years of Service	Under 45 Years of Age	Over 45 Years of age
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	6 weeks	7 weeks
3 years and less than 4 years	7 weeks	8 weeks
4 years and less than 5 years	8 weeks	9 weeks
5 years and less than 6 years	10 weeks	11 weeks
6 years and less than 7 years	11 weeks	12 weeks
8 years and less than 9 years	14 weeks	15 weeks
9 years and less than 15 years	16 weeks	17 weeks
15 years and over	21 weeks	22 weeks

34.6 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to under 12.2(i) if the employment had been terminated and the Employer may, at the Employer's option, make payment instead 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.

Appendix A: SALARIES AND LOADINGS

Salaries

Table 1: Teachers: Basic Salary Rates

Table 2: Coordinator Loadings

Table 3: Principals Loadings: (*Enrolments numbers are assessed from the annual census, including enrolments in Kindergarten*).

Table 4: Casual Teacher Rates – Whole day

Table 5: Casual Teacher Rates – Half day

Level	2021	2022	2023
1	\$ 66,936.67	\$ 68,275.40	\$ 69,640.91
2	\$ 69,995.59	\$ 71,745.48	\$ 73,180.39
3	\$ 74,032.31	\$ 75,512.96	\$ 77,023.22
4	\$ 77,233.38	\$ 78,778.05	\$ 80,353.61
5	\$ 80,283.71	\$ 81,889.38	\$ 83,527.17
6	\$ 83,562.05	\$ 85,233.29	\$ 86,937.96
7	\$ 86,680.00	\$ 88,413.60	\$ 90,181.87
8	\$ 90,263.02	\$ 92,068.28	\$ 93,909.65
9	\$ 93,444.70	\$ 95,313.59	\$ 97,219.86
10	\$ 98,527.72	\$ 100,498.27	\$ 102,508.24

Level	2021	2022	2023
Coord 1	\$ 6,699	\$ 6,833	\$ 6,970
Coord 2	\$ 13,399	\$ 13,667	\$ 13,940

Enrolments	2021	2022	2023
0-69	\$ 19,322	\$ 19,709	\$ 20,103
70-169	\$ 21,702	\$ 22,136	\$ 22,578
170-300	\$ 24,142	\$ 24,625	\$ 25,118

Level	2021	2022	2023
5	\$ 377.85	\$ 385.41	\$ 393.12

Table 5 - Casual Teacher Rates - Half Day - Schedule A						
Level		2021		2022		2023
5	\$	194.48	\$	198.37	\$	202.34

NB: These rates are as at 01/01/2021 and may be increased at the discretion of the Employer.
Seventh-day Adventist Schools (Tasmania) Limited Agreement 2021-2023

DECLARATION

EXECUTED as an Agreement on 9 December 2020.

Signed for and on behalf of Seventh-day Adventist Schools (Tasmania) Limited by an authorised officer and an Employee representative in the presence of a witness.

Teachers Seventh-Day Adventist Schools (Tasmania) Limited Enterprise Agreement 2021-2023


.....
Signature of authorised officer

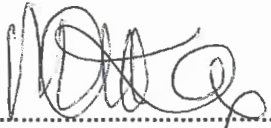

.....
Signature of Employee representative

33/23B Cadburys Rd
Claremont 7011 TAS
Name and address of authorised officer

Kristy Baker
1/5 Benjamin Crt, Lenah Valley
7008 TAS
Name and address of Employee representative

General Secretary
Position Title

Teacher ~~REP~~ Primary teacher
Position Title


.....
Signature of witness

Angela Robertson
A Robl 107 Braeview Dr
Name and address of witness Old Beach, 2017
Primary Teacher TAS
Position Title

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG 2020/4151

Employer:

**Seventh-day Adventist Schools
(Tasmania) Limited**

Application:

Section 185 – Application for approval of a
single enterprise agreement, namely the
**Adventist Education Teachers Seventh-
day Adventist Schools (Tasmania) Limited
CAN 101 111 556**

Authorised representative:

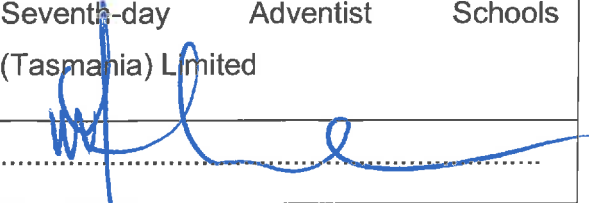
Dr Mark Falconer
General Secretary

Undertaking- Section 190

For and on behalf of the Employer I, Seventh-day Adventist Schools (Tasmania) Limited

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that this undertaking is to be taken to be a term of the Agreement, and will be included in the publishing of the agreement.
3. give the following undertakings with respect to the Agreement:

“This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.”

Date signed:	11/3/2021
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Seventh-day Adventist Schools (Tasmania) Limited
Signature:	
Witness name:	Leanne Perry
Witness signature:	