



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Hutchins School
(AG2021/6722)

HUTCHINS SCHOOL EDUCATION SUPPORT STAFF ENTERPRISE AGREEMENT 2021

Educational services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 3 SEPTEMBER 2021

Application for approval of the Hutchins School Education Support Staff Enterprise Agreement 2021.

[1] The Hutchins School (the Employer) has made an application for approval of an enterprise agreement known as the *Hutchins School Education Support Staff Enterprise Agreement 2021* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application, and the accompanying statutory declaration and the additional information provided by the Employer, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] I observe that clauses 10.2 and 28 of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 6 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

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

[6] The Agreement was approved on 3 September 2021 and, in accordance with s 54, will operate from 10 September 2021. The nominal expiry date of the Agreement is 31 December 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/6722

Applicant: **THE HUTCHINS SCHOOL**

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Dr Robert William McEwan, Headmaster, have the authority given to me by THE HUTCHINS SCHOOL BOARD as constituted by the CHRIST COLLEGE ACT 1926 trading as THE HUTCHINS SCHOOL to give the following undertaking with respect to The Hutchins School Education Support Staff Enterprise Agreement 2021 ("the Agreement");

- (a) Where an employee proposes to enter into an agreement with the employer under clause 17(b) of this Agreement, the employer will prepare a calculation setting out the value of the Benefits selected by the employee and their wage calculated under clause 17 of this Agreement (the Remuneration Packaging Calculation);
- (b) The employer will ensure the Remuneration Packaging Calculation results in the employee receiving not less than their wage pursuant to clause 13 of this Agreement;
- (c) The employer will provide to the employee the Remuneration Packaging Calculation undertaken by the employer before any agreement is entered into pursuant to cl.17(b);

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

31/8/21

Date

ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be known as The Hutchins School Education Support Staff Enterprise Agreement 2021.

2. ARRANGEMENT (CLAUSE TITLE, CLAUSE NUMBER AND PAGE NUMBER)

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

3. PARTIES TO THE AGREEMENT

The parties to the Agreement are:

- (a) The Hutchins School, 71 Nelson Road, Sandy Bay, Tasmania (the employer).
- (b) The employees employed by the employer within the scope of the *Educational Services (Schools) General Staff Award 2020* (refer to section 6 of this Agreement).

4. SCOPE OF AGREEMENT

This Agreement applies to all employees employed by the employer within the scope of the *Educational Services (Schools) General Staff Award 2020*.

PROVIDED THAT casual employees, other than Casual Sessional Specialists, employed by the employer within the scope of that Award shall be employed in accordance with the provisions of that Award and are not covered by this Agreement. Casual Sessional Specialists engaged in accordance with clause 14 are covered.

5. DATE AND DURATION OF THE AGREEMENT

This Agreement shall come into effect from 1 January 2021 (or the date of commencement determined by Fair Work Commission if otherwise) and shall expire on 31 December 2023.

6. RELATIONSHIP TO THE AWARD AND NATIONAL EMPLOYMENT STANDARDS

- (a) This Agreement incorporates the *Educational Services (Schools) General Staff Award 2020* as in force from time to time.
- (b) To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award this Agreement will override the award term or condition.
- (c) Where this Agreement is silent on a particular matter the relevant terms of the Award shall apply.
- (d) Where this Agreement and the Award are silent on a particular matter the relevant terms of National Employment Standards (NES) as detailed in the *Fair Work Act 2009* shall apply.
- (e) The National Employment Standards of the *Fair Work Act 2009* provisions cannot be diminished by this Agreement (or any other form of Agreement).

Where a clause of the Award is varied or is not to apply this will be detailed at the commencement of the relevant clause. Where there is an unintentional diminution of a relevant provision of the National Employment Standards by a provision of this Agreement the National Employment Standards provision shall apply to the extent of the diminution.

7. SUPERSESSION

This Agreement incorporates and supersedes The Hutchins School Education Support Staff Enterprise Agreement 2018

PROVIDED THAT no right obligation or liability incurred or accrued under the superseded Agreement shall be affected by the supersession.

8. OBJECTIVES

The objective of this Agreement is to provide;

- (a) opportunities for the Management and Support Staff Employees of the School to work together in contributing to the school's aims, objectives and philosophy; and
- (b) a working environment that provides opportunities for employee development and fulfilment and promotes an inclusive, mutually respectful relationship between employer and employee.

9. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)

Any grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall be dealt with by negotiation between the parties. A party to a dispute may elect to be represented by a person or organisation of their choosing. For the purposes of this clause a *grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement* shall include an active condition of employment of;

- (a) this Agreement; and/or
- (b) the Award; and/or
- (c) the National Employment Standards.

PROVIDED THAT where a disputed condition of employment remains unresolved following negotiation between the parties the matter may be referred to Fair Work Commission for resolution, including the power to arbitrate.

10. AGREEMENT FLEXIBILITY

10.1 Agreement Flexibility Term

An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 10.1(a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement;
or
- (b) If the employer and the employee agree in writing at any time.

10.2 Requests for FTE Reduction

A full-time employee covered by this Agreement may request a reduction in his or her hours of work for personal reasons, family reasons or as a transition to retirement, directly to the Headmaster. Such decisions are at the discretion of the Headmaster.

11. AGREEMENT CONSULTATION TERM

- (a) This term applies if the employer:
 - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

- (b) For a major change referred to in paragraph (a)(i):
 - (i) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) sub-clauses (c) to (i) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
 - the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the employer must:
 - (i) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (b)(i) and sub-clauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- (j) For a change referred to in paragraph (i)(ii):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) sub-clauses (k) to (o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion--provide to the relevant employees:
 - (1) all relevant information about the change, including the nature of the change;
and
 - (2) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (3) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (p) In this term "*relevant employees*" means the employees who may be affected by a change referred to in sub-clause (i)

12. CONSULTATIVE COMMITTEE

For the life of this Agreement a consultative committee shall operate under its own terms of reference. The parties to this Agreement recognise the value of workplace consultation.

13. WAGE RATES

- (a) For the life of this Agreement this clause overrides sub-clauses 17.1, 17.2(a) and 17.2(b) of the *Educational Services (Schools) General Staff Award 2020*. Award sub-clauses 17.2(c), 17.3 and 17.4 continue to apply.

Wage Groups and Rates

Effective from the date of the approval of the Agreement by the Fair Work Commission, and then, if required, backdated to the first full pay period commencing on or after 1 January 2021, the minimum weekly wage rates payable to an employee engaged under a classification level described in the following table shall be:

Effective < 1/1/2021				Effective from 1/1/21	
				2.00% Annual Increase	
Classification Level	Step	Weekly Rate	Step Value	Weekly Rate	Step Value
1.1	Base Rate	\$914.63		\$932.92	
	Step 1	\$932.92	\$18.29	\$951.58	\$18.66
	Step 2	\$951.21	\$18.29	\$970.24	\$18.66
1.2	Base Rate	\$951.31		\$970.34	
	Step 1	\$970.34	\$19.03	\$989.75	\$19.41
	Step 2	\$989.37	\$19.03	\$1,009.16	\$19.41
1.3	Base Rate	\$987.31		\$1,007.06	
	Step 1	\$1,007.06	\$19.75	\$1,027.20	\$20.14
	Step 2	\$1,026.81	\$19.75	\$1,047.34	\$20.14
2.1	Base Rate	\$995.47		\$1,015.38	
	Step 1	\$1,015.38	\$19.91	\$1,035.69	\$20.31
	Step 2	\$1,035.29	\$19.91	\$1,056.00	\$20.31
3.1	Base Rate	\$1,041.43		\$1,062.26	
	Step 1	\$1,062.26	\$20.83	\$1,083.51	\$21.25
	Step 2	\$1,083.09	\$20.83	\$1,104.76	\$21.25
4.1	Base Rate	\$1,101.56		\$1,123.59	
	Step 1	\$1,123.59	\$22.03	\$1,146.06	\$22.47
	Step 2	\$1,145.62	\$22.03	\$1,168.53	\$22.47

Effective < 1/1/2021				Effective from 1/1/21	
				2.00% Annual Increase	
Classification Level	Step	Weekly Rate	Step Value	Weekly Rate	Step Value
4.2	Base Rate	\$1,158.72		\$1,181.89	
	Step 1	\$1,181.89	\$23.17	\$1,205.53	\$23.64
	Step 2	\$1,205.06	\$23.17	\$1,229.17	\$23.64
5.1	Base Rate	\$1,197.21		\$1,221.15	
	Step 1	\$1,221.15	\$23.94	\$1,245.57	\$24.42
	Step 2	\$1,245.09	\$23.94	\$1,269.99	\$24.42
6.1	Base Rate	\$1,304.18		\$1,330.27	
	Step 1	\$1,330.27	\$26.09	\$1,356.88	\$26.61
	Step 2	\$1,356.36	\$26.09	\$1,383.49	\$26.61
7.1	Base Rate	\$1,438.46		\$1,467.23	
	Step 1	\$1,467.23	\$28.77	\$1,496.57	\$29.34
	Step 2	\$1,496.00	\$28.77	\$1,525.91	\$29.34
7.2	Base Rate	\$1,485.33		\$1,515.04	
	Step 1	\$1,515.04	\$29.71	\$1,545.34	\$30.30
	Step 2	\$1,544.75	\$29.71	\$1,575.64	\$30.30
7.3	Base Rate	\$1,532.19		\$1,562.83	
	Step 1	\$1,562.83	\$30.64	\$1,594.09	\$31.26
	Step 2	\$1,593.47	\$30.64	\$1,625.35	\$31.26
8	Base Rate	\$1,672.92		\$1,706.37	
	Step 1	\$1,706.37	\$33.45	\$1,740.50	\$34.13
	Step 2	\$1,739.82	\$33.45	\$1,774.63	\$34.13

(b) Salary Inclusive of Annual Leave Loading

- (i) From the commencement of the first full pay period commencing on or after 1 January 2018 annual leave loading has been incorporated into the weekly, fortnightly or monthly pay of each employee covered by this Agreement.
- (ii) In accordance with the provisions of sub-clause 23.3(b) of the *Educational Services (Schools) General Staff Award 2020* the rates set out in the above table are inclusive of a one off increase of 1.3426% which took effect from 1 January, 2018.

(c) Annual Percentage Increase

(i) Annual salary increases for 2022 and 2023 shall be negotiated by the parties to the Agreement. In each of 2021 and 2022 the parties will convene in the period between the release date of the September Quarter Australian Bureau of Statistics Consumer Price Index and the end of Term Four to determine the salary to take effect from 1 January of the next year, which will be as a minimum, equal to the greater of;

(1) The percentage figure published as the Australian Bureau of Statistics Consumer Price Index (Hobart, Annual % Change September Quarter to September Quarter) for the September Quarter of the preceding year (i.e. September Quarter 2021 and 2022); or

(2) 1.50%.

PROVIDED THAT where the annual percentage increase any one year is greater than the percentage determined in accordance with this clause 13(c)(i) the percentage to be applied shall not exceed 3.00%.

(d) Incremental Steps

(i) Each Wage Group has two incremental 'steps' in addition to the base rate.

(ii) Each 'step' in the wage group will be 2% of the base rate for the wage group.

(iii) Progression to the next 'step' will depend on the completion of 12 months continuous satisfactory service at the previous 'step' level (including the base rate 'step' in the wage classification).

(iv) In cases where performance is considered to be unsatisfactory and progression is withheld the following shall occur.

(1) Performance counselling will be provided to the employee.

(2) The employee will be entitled to have the decision considered through the normal consultative mechanisms within the school.

(3) Where the normal consultative mechanisms within the school fail to resolve the matter the conditions outlined in Section 9: Avoidance of Industrial Grievances (Disputes) shall apply.

(e) Promotion to a Higher Wage Group

(i) Where an employee is promoted to a higher wage group they should receive a weekly wage rate that is equal to or higher than their existing wage rate.

(ii) The date for future progression to higher step increments within the wage group will be based on the date of their promotion.

(f) **Safety Net**

In the event of any relevant wage increases being handed down by Fair Work Commission during the life of this Agreement the wage rates in this Agreement shall only be adjusted where those rates fall below the adjusted Fair Work Commission rates.

(g) **Application for Reclassification**

An employee covered by this Agreement, who has served in a classification for a least one calendar year, may apply for reclassification if they believe their duties have significantly changed.

Applications for reclassification should follow the School's guidelines and are to be directed to the Chief Operating Officer.

14. CASUAL SESSIONAL SPECIALISTS

(a) **Classification**

The conditions set out in this section apply to casual employees who are classified as Instructional Services employees under the Award and are engaged to provide instrumental support/instruction to students within the music program of the school.

(b) **Work Time**

Casual sessional specialist employees are employed on a semester by semester basis and will be advised, in writing, at the commencement of the semester, or when otherwise engaged, the roster and hours of work they are likely to be engaged for each week of that semester. Where necessary, and at the employer's discretion, the employee's roster and hours of work may be varied during a semester to accommodate classroom schedules, the availability of students and changes in the employer's programs. Where it is practicable to do so, the employer will provide at least 48 hours notice of any significant changes to the casual sessional specialist's daily timetable. The employment of a casual sessional specialist will terminate at the conclusion of his or her last rostered shift for the semester.

(c) **Minimum Engagement**

The minimum daily engagement for a casual sessional specialist shall be one hour, and where an employee is engaged for this time, or less, they will be entitled to a payment of wages for the time worked equal to one hour determined by reference to clause 14(g) herein.

The minimum engagement of two hours which applies to casuals not covered by this Agreement does not apply to Casual Sessional Specialists engaged in accordance with this section.

(d) **Rest Breaks**

Rest breaks are unpaid and are to be taken as scheduled during the school day (ie recess and lunchtime). Should work session(s) be scheduled across recess or lunchtime (ie to facilitate a co-curricular activity), then an appropriate unpaid rest break will be provided as soon as possible afterwards.

(e) **Recording of Work Time**

All rostered hours worked will be paid and should be recorded on a timesheet for supervisor approval.

(f) **Superannuation**

Where an employee engaged in accordance with this clause nominates the School's default superannuation fund (refer sub-clause 18[b] herein) the employer will make superannuation guarantee contribution payments as per superannuation guarantee legislation (currently 10.00%) plus an additional 1%. All other conditions related to superannuation are as per Clause 18 of this Agreement.

(g) **Rates of Pay**

The following casual hourly rates of pay will apply for work undertaken in accordance with this clause between the hours of 6.00am and 6.00pm, Monday to Friday (Given that the requirement for a Casual Sessional Specialist to work outside of these times is both infrequent and sporadic the hours and payment for such work will be;

- (i) determined in advance; and
- (ii) agreed as part of the engagement process for the session; and
- (iii) as a minimum, equal to the payment the employee would be entitled to receive under the modern award for their classification and time worked).

Award Classification	Award Step	Hourly Rate of Pay Effective 1/1/2021
Instructional Services Grade 3	4.2	\$66.00
Instructional Services Grade 4*	5.1	\$68.14
	5.2	Refer Note*

In both 2022 and 2023, the hourly rates set out in the above table shall be increased by the same annual percentage increase agreed in accordance the process set out in sub-clause 13(c) and applied to the weekly wage rates set out in sub-clause 13(a) herein. Where an increase is applied in accordance with this provision the date of increase shall be from the commencement of the first full pay period commencing on or after 1 January in each year.

* Please note: Casual Sessional Specialists classified as Step 5.1 during 2021 will not be able to progress to Step 5.2 before 1/1/2022 at the earliest. The Step 5.2 Casual Sessional Specialist hourly rate for 2022 will be set at 4.76% above the agreed casual hourly rate for the Step 5.1 classification.

(h) **No Provision for a Redundancy**

Irrespective of the reasons for the discontinuance of their employment a Casual Sessional Specialist has no entitlement to a redundancy payment under the terms of this Agreement, the Award or the Fair Work Act.

(i) No Provision for Remuneration Packaging

Casual Sessional Specialists are not permitted, under any circumstances, to enter into remuneration packaging arrangements in accordance with the terms set out in Clause 17 of this Agreement.

(j) No Provision for Entering into Renewal Leave Scheme Arrangements

Given the nature of their engagement Casual Sessional Specialists are not permitted, under any circumstances, to enter into an RLS Agreement in accordance with the terms set out in Clause 23 of this Agreement.

(k) No Provision for Entering into a Self Funded Leave Scheme Arrangements

Given the nature of their engagement Casual Sessional Specialists are not permitted, under any circumstances, to enter into an RLS Agreement in accordance with the terms set out in Clause 29 of this Agreement.

15. AVERAGING OF ANNUAL SALARY FOR PART-TIME EMPLOYEES

(a) Where a part-time employee is engaged to work on an average of less than 38 hours per week and/or for less than a school year and who has reasonably predictable hours of work in accordance with clause 10 of the *Educational Services (Schools) General Staff Award 2020*, they may elect to;

(i) be paid for the hours worked during each pay cycle they are engaged to work during the calendar year; or

(ii) have their wages averaged over the calendar year in accordance with the following formula;

$$[(A + B) \times C] \div 12 = \text{Average monthly payment for the year.}$$

Where:

A = projected hours the employee is rostered to work during the weeks they are engaged to work during the calendar year, including any paid public holidays falling due to the employee in accordance with their roster during the weeks they are engaged to work during the calendar year; and

B = pro-rata of five weeks annual leave; and

C = current hourly rate.

(b) Where an employee elects to have their wages calculated and paid in accordance with the provisions of sub-clause 15(a)(ii);

(i) for the purposes of this clause a school year shall mean a calendar year.

(ii) annual leave shall be paid and taken in accordance with the provisions of clause 25 of this Agreement.

(iii) the employee must provide the employer with written notification of their decision to have their wages averaged over the calendar year at least 14 days before the completion of the preceding calendar year; and

(iv) the decision of the employee is binding until the completion of the last pay

period to commence in the calendar year they have elected to have their wages averaged over the year; and

- (v) for a calendar year the averaging and payment method will commence from the first full pay period to commence in the year; and
- (vi) employees shall be paid the average monthly payment for the 12 monthly pay periods of the year; and
- (vii) any wage increases which become due to the employee during the course of the year will take effect from the commencement of the first full pay period after the effective date of the increase; and
- (viii) where an employee's hours increase or decrease during the course of the calendar year the average monthly payment for the year shall be recalculated to take into consideration the increase or decrease; and
- (ix) where the employee proceeds on any form of leave without pay during the course of the year the cost of that leave without pay will be calculated in accordance with the following formula;

Total hours of LWOP x Current hourly rate = Total cost of leave without pay.

Where leave without pay is taken, the employee's average monthly payment amount will be reduced by the amounts as necessary until such time as the total cost of leave without pay is recovered by the employer.

16. PAYMENT OF WAGES

- (a) For the life of this Agreement this clause overrides clause 18 of the *Educational Services (Schools) General Staff Award 2020*.
- (b) Payment of wages shall be monthly by direct bank deposit to the institution and account of employee's choosing no later than 15th day of the month.
- (c) Employees covered by this Agreement who were employed prior to 1 January, 2002 and who are paid fortnightly will have the option of being paid in the existing manner for the life of this Agreement.
- (d) In the event of an employee suffering financial hardship as a direct result of the monthly pay frequency the employer will give consideration to increasing the pay frequency for the employee concerned for an agreed period in order to assist the employee in overcoming the financial hardship. Applications for relief under this clause should be directed to the Chief Operating Officer.
- (e) The parties agree that should, during the life of this Agreement, the frequency of payment for employees of the school covered by the *Educational Services (Teachers) Award 2020* be varied the frequency of payment for employees covered by this Agreement will be adjusted accordingly and the details of the agreed adjustment recorded in a memorandum of understanding. In order to take effect the memorandum of understanding will need to be signed by the employer and the nominated employee representative and will remain in force for the remaining life of this Agreement.

17. REMUNERATION PACKAGING

Definitions

Benefits	means the benefits selected by the employee from the benefits provided by the employer;
Benefit Value	means the amount specified by the School as the cost to the employer of the Benefit provided including Fringe Benefits Tax, if any;
Fringe Benefits Tax	means tax imposed by the <i>Fringe Benefits Tax Act 1986 (Cth)</i>

(a) **Conditions of Employment**

Except as provided by this clause, an employee must be employed at a wage based on a rate of pay, and otherwise on terms and conditions not less than those prescribed by the *Educational Services (Schools) General Staff Award 2020* (refer to section 6 of this Agreement).

(b) **Remuneration Packaging**

The employer may offer to provide and the employee may agree in writing to accept:

- (i) the Benefits selected by the employee from those made available by the School; and
- (ii) a wage equal to the difference between the Benefit Value and the wage which would have applied to the employee under Section 13 of this Agreement in the absence of an agreement between the employee and the employer under this clause 17(b).

(c) **Benefits**

The Benefits will be those made available by the employer.

(d) **Notification of Benefit Value**

The employer must advise the employee in writing of the Benefit Value before the employee and the employer enter into an agreement pursuant to clause 17(b) of this section.

(e) **Calculation of Wage During Leave**

During the currency of an agreement made under clause 17(b) of this section:

- (i) an employee who takes leave on full pay will receive the Benefits and wage referred to in clause 17(b) of this section;
- (ii) an employee who takes leave without pay is not entitled to any Benefits during the period of leave;
- (iii) an employee who takes leave on less than full pay will receive:
- (iv) the Benefits; and

(v) an amount of wage calculated by applying the formula:

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

where:

W = the wage determined under clause 17(b) of this section:

P = the percentage of wage payable during the leave

B = the Benefit Value

A = the amount of wages

(f) Other Payments

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

- (i) during employment; or
- (ii) on termination of employment in respect of untaken paid leave; or
- (iii) on death will be at the rate of pay which would have applied to the employee under this Agreement, in the absence of an agreement under clause 17(b) of this section.

18. SUPERANNUATION

- (a) For the life of this Agreement this clause applies in addition to clause 20 of the *Educational Services (Schools) General Staff Award 2020*.
- (b) Employees employed under this Agreement shall be entitled to nominate a complying fund to which the employer superannuation contributions shall be paid on their behalf.

Where an employee does not advise the employer of a nominated fund, the default fund into which superannuation contributions shall be paid shall be The Hutchins School 2008 Super Plan Sub-Plan of Mercer Super Trust or other approved employer default superannuation fund.

For the purposes of this clause *complying fund* means a superannuation fund which adheres to the Federal legislation standards and thereby qualifies for favourable taxation treatment.

19. MILEAGE ALLOWANCE

Where an employee covered by this Agreement uses his or her own motor vehicle for approved work related travel the employee shall be entitled to receive a mileage allowance calculated in accordance with the published ATO rate.

20. CAMP ALLOWANCE

- (a) Where an employee covered by this Agreement is required to attend a compulsory camp he or she will be entitled to an allowance payment of \$50 for each overnight stay required during the course of the camp (for the purpose of this clause a "compulsory camp" is defined as a year level camp where all boys attend).
- (b) The allowance is not payable to outdoor education staff or volunteers attending a Power of 9 camp.

21. VARIATION TO THE PATTERN OF WORK FOR PART-TIME EMPLOYEES

- (a) For the life of this Agreement this clause applies in addition to clause 10 of the *Educational Services (Schools) General Staff Award 2020*.
- (b) It is agreed by the parties to this Agreement that all part-time employees are engaged in accordance with the provisions of this Agreement and those set out in clause 10 of the *Educational Services (Schools) General Staff Award 2020*. No part-time staff are engaged in accordance with the provisions of clause 12 of the *Educational Services (Schools) General Staff Award 2020*.
- (c) The pattern of work of a part-time employee, as defined in sub-clause 10.3 of the *Educational Services (Schools) General Staff Award 2020* may be varied by the employer where such a variation is necessary to accommodate the business needs of the school. Examples of instances where this may be necessary include variations to student numbers (either across the school or in certain areas of the school or in the general pattern of their distribution), changes in funding for a special needs area or a particular special needs student, etc. In such instances, the employee will be entitled to one week's notice before the variation takes effect and details of the proposed variation in writing. For the purpose of this clause the *pattern of work* includes both the number of hours worked each day as well as the days of the week on which the employee may work.
- (d) Any variation to the pattern of work of a part-time employee made under this clause must ensure that the total weekly hours worked (or if the hours of worked are averaged, the total hours worked in the averaging cycle) are maintained and not reduced by the variation taking effect.

22. PAID PARENTAL LEAVE, SUPPORT LEAVE AND PARENTAL LEAVE PROVISIONS

- (a) For the life of this Agreement this clause applies in addition to Chapter 2, Part 2.2, Division 5, Parental Leave and Related Entitlements, of the *Fair Work Act 2009*.
- (b) For the purpose of this Agreement the following variations to the *Fair Work Act 2009* apply:
 - (i) Chapter 2, Part 2.2, Division 5, Parental Leave, Section 70. The reference to 12 months is to be read as 104 weeks.
 - (ii) Chapter 2, Part 2.2, Division 5, Parental Leave, Section 74. The reference to 12 months is to be read as 104 weeks.
 - (iii) Chapter 2, Part 2.2, Division 5, Parental Leave, Section 75. The right to extend the period of parental leave does not apply where the employee concerned has already been granted the maximum period of leave of 104 weeks. In other circumstances an application under Section 76, Clause 2 may be made though the combined total weeks of the parental leave must not exceed the maximum allowable weeks of 104.
- (c) This clause sets out the employer funded paid parental leave entitlement of an eligible employee at the time of the commencement of any period of parental leave, irrespective of whether the period of leave relates to the;
 - (i) birth of a child or children; or
 - (ii) adoption of a child or children.

The employer funded paid parental leave entitlement described herein is separate from an Federally funded paid parental leave to which the employee may be entitled, irrespective of whether this is paid through the employer or not.

- (d) For the life of this Agreement the employer funded paid parental leave to which an eligible employee shall be entitled is capped at 15 weeks and;
- (i) In relation to the birth of a child or children, is to be taken as a single block of leave during the period commencing 6 weeks prior to the expected date of confinement and concluding 15 weeks after the child's or children's actual date of birth; or
 - (ii) In relation to the adoption of a child or children, is to be taken in one period at a time which includes the actual date of placement of the child or children.

PROVIDED THAT a part-time employee's payment for the employer funded paid parental leave shall be based on the part-time hours he or she was undertaking immediately prior to the commencement of the parental leave period.

PROVIDED ALSO that where a full-time or part-time female employee has had to reduce her weekly hours of work in accordance with the special maternity leave provisions of the *Fair Work Act 2009*, the employee's weekly work hours to be applied for the purpose of calculating the employer funded paid parental leave entitlement and other leave entitlements shall be the weekly work hours which applied immediately prior to the commencement of the special maternity leave period.

- (e) In order to be eligible to receive the employer funded paid parental leave payment an employee must;
- (i) be covered by this Agreement; and
 - (ii) be eligible to take a period of parental leave in accordance with the provisions of Chapter 2, Part 2.2, Division 5, Parental Leave and Related Entitlements of the *Fair Work Act 2009*; and
 - (iii) be the primary care provider to the child or children for the duration of the employer funded paid parental leave; and
 - (iv) not be engaged by the employer as a Casual Sessional Specialist under the terms of Clause 14 of this Agreement; and
 - (v) have made application to the employer for the intended period of parental leave via the appropriate processes and procedures.

PROVIDED THAT where both parents work for the employer and intend to both take parental leave in order to act as the primary care provider to the child or children only one parent shall be eligible to receive the employer funded paid parental leave payment.

- (f) A permanent employee who has made application for and is eligible for parental leave in accordance with the relevant terms of the *Fair Work Act 2009* shall be entitled to;
- (i) leave on full pay for a period determined and set by reference to sub-clause 22(d); and
 - (ii) additional annual and long service leave and/or leave without pay to bring the aggregate parental leave to a continuous period of not more than 104 weeks.

- (g) An employee shall be required to complete a period of at least twelve (12) months continuous service following his or her return to work from parental leave before being eligible for a further period of employer funded paid parental leave entitlement, as set out sub-clause 22(d).
- (h) A permanent employee covered by this agreement who has completed at least twelve (12) months continuous service with the employer and who is the partner of a person who is acting as the primary care provider to the couple's child or children, shall be entitled to a total of ten (10) days leave on full pay which in relation to;
 - (i) the birth of a child or children is to be taken during the period;
 1. commencing with the time of hospitalisation of the expectant mother in preparation for the birth or the commencement of the mother's labour, whichever occurs first; and
 2. within a 30 day period commencing on the date of birth of the child or children.
 - (ii) the adoption of a child or children, is to be taken within 30 days of the placement of the child or children.

PROVIDED THAT for a permanent part-time employee payment for the ten (10) days will be based on the weekly ordinary time hours the employee was undertaking immediately prior to the commencement of the leave.

PROVIDED ALSO that this leave is not available to Casual Sessional Specialists.

PROVIDED ALSO that this leave is not transferable and any entitlement shall be forfeited should the leave not be taken, or completed, within the specified timeframe.

23. RENEWAL LEAVE

(a) Definitions

Commencement date means the date on which an RLS agreement (as defined) commences. In normal circumstances this shall be 1 January following approval of an employee's application to participate in the RLS (as defined).

Completion date means the date on which an employee's participation in the RLS agreement (as defined) concludes. In normal circumstances this shall be the date five (5) years from the commencement date (as defined).

Leave accrual period means the period which a participant in the RLS (as defined) shall work before being eligible to take the renewal leave period (as defined).

Leave period means the period of leave a participant (as defined) in the RLS (as defined) is entitled to take upon completion of the leave accrual period (as defined).

Normal employment means the terms and conditions of employment a participant (as defined) would normally be afforded, and expected to observe, if they were not participating in the RLS (as defined).

Normal salary rate means the salary a participant (as defined) would normally receive pursuant to Section 13 of this Agreement, and any other conditions of employment that may apply, if they were not participating in the RLS (as defined).

Participant means an employee who has entered into an RLS agreement with the employer and has commenced participation in the RLS (as defined).

Participant salary rate means the rate at which a participant shall be paid during their participation in the renewal leave scheme. In most circumstances this shall be 80% of their normal salary (as defined).

RLS means the Renewal Leave Scheme.

RLS agreement means the Renewal Leave Scheme agreement, signed by both the employer and employee, which sets out the commencement date (as defined), the completion date (as defined), the leave accrual period (as defined), the leave period (as defined), and the duration of the employee's participation in the RLS (as defined). In normal circumstances an agreement shall be five (5) calendar years in duration.

(b) Philosophy

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

(c) Application to Participate

- (i) A permanent employee with a minimum of two (2) years' continuous service may apply to participate in the RLS.
- (ii) Application is to be made using the School's RLS application form.
- (iii) Approval of a employee's application to participate in the RLS is granted at the discretion of the Headmaster and is subject to his/her:
 - (1) consideration of the operational and staffing requirements of the School, and
 - (2) satisfaction that the person has obtained independent financial advice in respect of their participation in the RLS; and
 - (3) consideration of any other matter which may be relevant.

The Headmaster holds the sole discretion on whether the renewal leave application is approved, and there is no avenue of appeal if an application is not approved.

- (iv) Where an employee's application to participate in the RLS is successful they shall be notified in writing and their participation in the scheme shall commence from the following 1 January.
- (v) Where an employee's application to participate in the RLS is unsuccessful they shall be notified in writing of the decision.
- (vi) If an employee has taken his or her renewal leave and completed the RLS agreement, or has withdrawn from the RLS in accordance with either sub-sub-clause 23(e)(iii)(3) or clause 23(n), and again wishes to participate in the RLS, a fresh application must be made.

(d) Participation

A participant in the RLS shall;

- (i) work for the first four (4) calendar years of the RLS agreement in order to complete the necessary leave accrual period;
- (ii) upon completion of the leave accrual period, take the following calendar year as the RLS agreement leave period; and
- (iii) be paid at the participant salary rate (i.e. 80% of normal salary) for the duration of leave accrual period sub-clause 23(d)(i) and leave period sub-clause 23(d)(ii) above.

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

(e) Suspension

- (i) Where a participant in RLS agreement proceeds on any one (or combination) of the following forms of leave during the leave accrual period:
 - (1) Worker's compensation leave.
 - (2) Any form of leave without pay, including maternity leave without pay.
 - (3) Long service leave taken at the participant's normal salary rate in accordance with sub-sub-clause 23(g)(i)(2).
 - (4) Any form of leave which does not qualify as continuous service.

The RLS agreement shall be suspended for the duration of the leave period. Where the employee is entitled to payment for the leave the payment shall be made in accordance with the employee's normal salary entitlements.

- (ii) Where an RLS agreement is suspended in accordance with the provisions of sub-clause 23(e)(i) the suspension shall cease upon the employee's return to normal duties
- (iii) Where an RLS agreement is suspended in accordance with the provisions of sub-clause 23(e)(i) the employee shall, within seven (7) days of resumption of normal duties, indicate to the employer in writing their choice of one the following options:
 - (1) That the existing RLS agreement be revised and a new agreement issued detailing:
 - A. The duration of suspension of the existing RLS agreement (to the nearest week).
 - B. The participant's decision to alter the dates of the leave accrual period so that a four (4) year accrual period is completed as part of the RLS agreement. The revised dates of the leave accrual period shall be included in the new RLS agreement.
 - C. The revised dates of the leave period which shall be now taken in the first full calendar year following the completion of the leave accrual period detailed in the new RLS agreement.

- D. Where, under the terms of the new RLS agreement, there is a period between the completion of the leave accrual period and the commencement of the leave period the employee shall, subject to other Agreement and Award requirements being satisfied, be paid at the normal salary rate for that period.
- (2) The participant may nominate that the leave period dates detailed in the existing RLS agreement remain unchanged, in which case payment for the leave period shall be adjusted to reflect the reduced leave accrual period (i.e. original four (4) year leave accrual period less period of suspension from the RLS agreement).
 - (3) The participant may terminate the RLS agreement, in which case:
 - A. The RLS agreement shall be terminated with effect from the date of commencement of the suspension period.
 - B. The employee shall resume their normal employment arrangement from the day they resume normal duties.
 - C. Subject to other Agreement and Award requirements (and any other legislative requirements) being satisfied the employee shall be paid their normal salary rate from the day they resume normal duties.
 - D. Where an RLS agreement has been terminated in accordance with the provisions of this sub-sub-clause the employee shall be paid an amount equal to the salary and allowances previously set aside as payment toward the leave period.
- (f) **Leave Period Payment Variations**
- (i) Where variations to a participant's terms and conditions of employment take effect during the leave accrual period of an RSL agreement those variations may to be taken into consideration when calculating the participant's leave period payment.
 - (ii) Details of how general variations shall be calculated are available upon request.
 - (iii) An employee is entitled to request that any calculation made in respect of a variation be reviewed by an independent support person of their choice.
- (g) **Long Service Leave**
- (i) If a participant applies for and is granted permission to take long service leave during their leave accrual period, they shall choose one of the following payment methods: -
 - (1) Long service leave period to be paid at the participant salary rate applicable at the time of the leave; or
 - (2) Long service leave period to be paid at the normal salary rate applicable at the time of the leave; or
- PROVIDED THAT** the period of long service leave deducted from the participant's long service leave balance will be the same irrespective of the method of payment chosen in accordance with this sub-clause.

- (ii) If a participant chooses to be paid in accordance with sub-sub-clause 23(g)(i)(2), the leave accrual period will be suspended in accordance with the requirements of clause 23(e).

(h) Salary Increments

The salary increments detailed in Section 13 of this Agreement shall apply to a RLS participant.

(i) Superannuation

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

(j) Deductions

- (i) Compulsory deductions from pay will be made in the usual manner throughout the life of the RLS agreement ("Compulsory deductions" include garnishees, court orders, etc.).
- (ii) Voluntary deductions from pay made by the School at the request of the participant shall be made in the usual manner throughout the life of the RLS agreement ("Voluntary deductions" include life insurance premiums, union membership fees, etc.).

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

Where a participant ceases to be employed by the employer during the course of an RLS agreement an amount equal to;

- (i) the accrued leave and other entitlements owing to the participant at the date of termination; plus
- (ii) the salary and allowances set aside during the leave accrual period as payment toward the leave period; less
- (iii) any monies relating to sub-clause 23(k)(ii) already paid to the participant during the leave period;

shall be paid to the participant (or the participant's estate).

(l) Leave Period Treated as Leave With Out Pay (LWOP) for Leave Accrual and Progression Purposes.

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

(m) Leave Accrual Period Treated as Normal Employment for Leave Accrual and Progression Purposes.

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

(n) **Withdrawal from RLS Agreement by Mutual Consent.**

With the exception of circumstances where sub-sub-clause 23(e)(iii)(3) applies, withdrawal from RLS agreement must be by mutual written agreement between the parties.

24. LONG SERVICE LEAVE

For the duration of the life of this Agreement employee's covered by this Agreement entitlement to long service leave shall, in addition to the relevant provisions of the *Long Service Leave Act 1976*, be subject to the following provisions:

- (a) Long service leave will accrue at the rate of 6.5 weekdays for each completed year of continuous employment.
- (b) An employee who has completed at least seven years, though less than eight years, continuous employment at the time of:
 - (i) the termination of the employee's employment by the employer for reasons other than serious and wilful misconduct; or
 - (ii) the resignation of the employee due to incapacity or for reasons of domestic and pressing necessity; or
 - (iii) the cessation of employment for reasons of illness of such a nature to justify the termination of employment; or
 - (iv) retirement; or
 - (v) death;

shall be entitled to pro-rata long service leave payment based on the employees service and FTE at the time of the termination.

Where the termination is due to the serious and wilful misconduct of the employee there is no entitlement to payment.

- (c) An employee who has completed at least eight years continuous employment at the time of the termination or resignation or cessation of their employment shall be entitled to pro-rata long service leave payment based on the employee's service and FTE at the time of the termination.
- (d) Upon completion of eight years continuous service an employee is entitled to apply to take long service leave, provided that;
 - (i) applications are made in accordance with the normal long service leave application processes of the employer; and
 - (ii) the duration and timing of any leave period is subject to the approval of the employer, having given consideration to the reasonable needs of both the employer and employee; and
 - (iii) a leave period of a minimum of one term or, if more than that, two whole consecutive terms (i.e. not one and a half terms) is encouraged. Where an employee has insufficient entitlement to cover the entire term or terms the balance may be made up by taking approved leave without pay.

- (iv) The School will give consideration to applications for leave of a shorter period than one term so long as operational requirements and relief cover costs can be maintained to a standard acceptable to the School.
- (e) An employee is entitled to submit a request for long service leave to be re-credited where circumstances arise during a period of leave where the employee believes personal or bereavement leave should be taken in lieu of long service leave. Such requests should be in writing and directed to the Headmaster, who has the sole discretion on whether the claim is approved, and should include appropriate evidence in support of the employee's claim.
- (f) All other provisions are in accordance with the *Long Service Leave Act 1976* and the exemption granted to the school by the Tasmanian Department of Justice (to accrue long service leave at the rate of 13 weeks for each 10 years of continuous employment).

25. ANNUAL LEAVE

- (a) For the life of this Agreement this clause applies in addition to clause 23 of the *Educational Services (Schools) General Staff Award 2020* and Division 5 of the NES. For the purpose of this clause the terms school year and calendar year are interchangeable.
- (b) For the life of this Agreement full-time employees, other than Casual Sessional Specialists, covered by this Agreement shall receive 5 weeks annual leave per annum.
- (c) Part-time employees covered by this Agreement, other than Casual Sessional Specialists, shall receive pro-rata of 5 weeks annual leave, based on their FTE and/or the number of weeks worked during the school year.
- (d) The periods of annual leave for part-time employees who work less than a full school year will be scheduled by the employer, with the intention that the annual leave due to an employee is taken within the calendar year. At the start of each school year each employee will be given the option of choosing either;
 - (i) To be paid their annual leave payment at the time of the scheduled leave; or
 - (ii) To be paid their annual leave in a lump sum at the end of the school year.

Irrespective of the method of payment chosen the periods of annual leave for a part-time employee who works less than a full school year will be scheduled by the employer, with the intention that the annual leave due to an employee is taken within the calendar year in which it is accrued.

26. PERSONAL LEAVE

(a) Evidence Requirements

For absences of more than two consecutive days i.e. for the third consecutive day or part thereof, a medical certificate must be obtained by the employee and provided to the employer on, or as close to, the first day back at work after the absence.

(b) Commencing Employees

Employees employed under this Agreement, other than Casual Sessional Specialists or any employees engaged for a period of less than six (6) months, will be credited with a personal leave balance equal to one (1) working week (based on the employee's FTE) upon commencement of employment.

PROVIDED THAT a commencing employee credited with personal leave in accordance with the provisions of this clause will not accrue any further personal leave during the first six (6) months of their employment, and will revert to the accrual method prescribed by Division 7, sub-clause 96(2) of the *Fair Work Act 2009* should their employment be ongoing beyond the initial six (6) months.

27. SPECIAL LEAVE

27.1 Leave to Deal With Family and Domestic Violence

- (a) A full-time employee, including a Casual Sessional Specialist, covered by this Agreement shall be entitled to up to 5 days paid leave per calendar year to deal with issues of, or matters associated with, family and domestic violence. Where access to this type of leave is necessary the relevant provisions of clause 27 of the *Educational Services (Schools) General Staff Award 2020* shall apply.
- (b) A part-time employee, including a Casual Sessional Specialist, shall be entitled to pro-rata entitlement to the 5 days leave based on his or her FTE.
- (c) Leave to deal with family or domestic violence does not accrue from year to year.

27.2 Communicable Diseases Leave

- (a) An employee, other than a Casual Sessional Specialist, covered by this agreement who contracts a communicable disease or illness during the course of his or her work with the employer shall, subject to meeting the requirements of this clause, be entitled to up to 5 days paid leave per calendar year.
- (b) A part-time employee, other than a Casual Sessional Specialist, shall be entitled to pro-rata entitlement to the 5 days leave based on his or her FTE.
- (c) Communicable diseases leave does not accrue from year to year.
- (d) An application for Communicable Diseases Leave must be accompanied by a:
 - (i) certificate from a registered health practitioner identifying the illness and the period of time the employee should be excluded from attendance at work (i.e. the infectious stage of the illness/disease); and
 - (ii) statement by the employee, or other evidence which would satisfy a reasonable person, that the disease or illness was contracted in the course of his/her employment.

- (e) For the purposes of this clause, a communicable disease or illness shall mean a disease classified by the National Health and Medical Research Council and/or the Tasmanian Department of Health and Human Services as communicable and includes:

Amoebiasis (Entamoeba histolytica)	Meningitis (bacterial)
Campylobacter	Meningitis (viral)
Chickenpox (Varicella)	Meningococcal infection
Conjunctivitis	Mumps Norovirus
Cryptosporidium infection	Pertussis (Whooping Cough)
Diarrhoea	Ringworm/tinea
Diphtheria	Rotavirus infection
German measles (Rubella)	Rubella (German measles)
Giardiasis	Salmonella infection
Hand, foot and mouth disease	Scabies
Haemophilus influenza type b (Hib)	Scarlet fever (Streptococcal sore throat)
Hepatitis A	Shigella infection
Impetigo (school sores)	Tuberculosis (TB)
Influenza and influenza like illnesses	Typhoid, Paratyphoid
Leprosy	Viral gastroenteritis (viral diarrhoea)
Measles	

- (f) Where an employee's claim for communicable diseases leave is accepted the employer shall re-credit, up to a maximum of 5 days, the personal leave taken by the employee during the period of exclusion attendance at work.
- (g) Casual Sessional Specialists covered by this Agreement are excluded from applying to Communicable Diseases Leave. In lieu of this exclusion a Casual Sessional Specialist, covered by this Agreement, may make written application to the Headmaster to claim for any shifts the employee cannot work due to his or her exclusion from attendance at work due to the communicable diseases or illness. Where such an application is made, it must be accompanied by the supporting certification and evidence set out in sub-clause 27.2(d). Where the employee's claim is accepted by the employer the employee will be reimbursed for the lost shifts, subject to the respective payment ceilings described in sub-clauses 27.2(a) and 27.2(b).

27.3 Exceptional Personal Circumstances Leave

- (a) A full-time employee, including a Casual Sessional Specialist, covered by this Agreement shall be entitled to up to 5 days paid leave per calendar year to deal with exceptional personal circumstances.
- (b) A part-time employee, including a Casual Sessional Specialist, covered by this Agreement shall be entitled to pro-rata entitlement to the 5 days leave based on his or her FTE.
- (c) Exceptional personal circumstances leave does not accrue from year to year.
- (d) Exceptional personal circumstances means, for the purposes of this clause, extreme personal events, as a result of which the employee 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.
- (e) Applications for exceptional personal circumstances leave are to be directed to the Headmaster. The Headmaster may request supporting evidence of the need for the leave at his discretion. The Headmaster, or his 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.

28. BEREAVEMENT LEAVE

Where a member of an employee's immediate family dies the employee, including a Casual Sessional Specialist, shall be entitled to 5 days paid bereavement (compassionate) leave in accordance with the provisions set out in Sub-section 104(c) of the *Fair Work Act 2009*.

For the purposes of this clause "immediate family" 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.

29. SELF FUNDED LEAVE SCHEME

- (a) An employee, other than a Casual Sessional Specialist, who has completed a minimum of 12 months of continuous service with the employer and who is covered by this Agreement may elect to join the self-funded leave scheme offered by the employer.
- (b) The scheme allows employees to set aside an amount of money from their pay to fund additional leave. Employees may elect one, two or three calendar weeks (i.e. Monday to Sunday) of additional leave per calendar year.

- (c) An employee wishing to join the self-funded leave scheme for the first time, must make written application to the employer notifying them of their nominated arrangement. It is the School's preference that such a letter be lodged and the application officially approved by the end of February of the calendar year in which the employee wishes to join the scheme (nothing prevents an employee from making application in the preceding calendar year if they wish).
- (d) Employees electing to join at another time during the calendar year however will only be able to access a pro-rata accrual of their nominated self funded leave period by the end of that first year.
- (e) Employees participating in the scheme in the second and any subsequent consecutive calendar year must reach agreement with the employer on the quantum of additional leave (i.e. one, two or three calendar weeks) before the commencement of the calendar year. If the employee fails to provide notice of the quantum required for the coming calendar year it will be assumed that the existing arrangement/quantum applies.
- (f) Once membership of the scheme is approved, the employee must remain in the scheme for the remainder of that calendar year.
- (g) The employer will give consideration to applications to join the scheme so long as operational requirements can be maintained to a standard acceptable to the School.
- (h) Self-funded leave must be taken in whole calendar weeks. Such calendar weeks may be non-consecutive however must all be completed (i.e. all self-funded leave taken) before the end of the calendar year.
- (i) The actual amount set aside from the employee's pay for the calendar year shall be calculated and agreed as part of the application process, and shall be paid to the employee as a lump sum when they proceed on the period of self-funded leave. For clarity, it is the annual deduction which is paid to the employee at the time of taking the leave, not the amount set aside at that time.

PROVIDED THAT, the employer is entitled to recoup any monies owed by the employee if the employee's employment with the employer ceases before the end of the calendar year in which the self funded leave arrangement applied. Such monies may be deducted from the employee's final pay, or where there are insufficient funds payable in the final pay to cover the debt, the employee's monthly pay.

- (j) Application for any period of self-funded leave is subject to approval, as is the timing of any leave period. However, as it is a condition of the self-funded leave scheme that the leave be taken within the calendar year in which it is funded it is, therefore, incumbent on both the employer and employee to identify suitable leave periods during the calendar year as part of the application and planning process.

If an employee fails to take part or all of their self-funded leave in any calendar year the balance of the money set aside to fund their untaken leave pay will be paid to the employee in the December pay. In such circumstances, the self-funded leave balance will be reduced to zero by 31 December of that year.

- (k) Self-funded leave is not annual leave, and accordingly there is no leave loading payable in connection to any period of self-funded leave.

30. STUDY LEAVE

- (a) Employees, other than a Casual Sessional Specialist, covered by this agreement are entitled to apply for up to two (2) additional days of paid leave to complete commitments associated with the requirements of a defined qualification as per the School's career competency program (however named).
- (b) The entitlement to study leave is limited to two work (2) days per school year.
- (c) "Work day" is defined as a normal day of work however that day is formally defined for that employee.
- (d) The study leave entitlement does not accrue from year to year.

31. PROFESSIONAL LEARNING

The school is committed to providing appropriate and ongoing professional learning and development opportunities for Support Staff.

PROVIDED THAT:

- (a) Wherever possible, departmental or whole of support staff professional learning is conducted on-site and on student free days.
- (b) Individual professional learning and development opportunities are subject to application and the prior approval of the employee's line manager and/or the Chief Operating Officer.
- (c) All professional learning and development opportunities, irrespective of whether they are group or individual opportunities, must be focused on achieving outcomes which are consistent with the operational requirements and strategic objectives of the school.
- (d) Where the employer requires an employee to hold a current work related qualification as part of his or her designated role/classification the employer will provide access to the necessary professional learning and development to maintain that qualification.

32. REDUNDANCY

- (a) For the life of this Agreement this clause applies in addition to section 33 of the *Educational Services (Schools) General Staff Award 2020* and Chapter 2, Part 2.2, Division 11 of the *Fair Work Act 2009*.
- (b) **Specific Provisions Applicable to Partial Redundancies.**
 - (i) Where the employment situation in any section of the school has changed to such an extent that a partial redundancy (eg a reduction in working hours) is necessary, the employer may, by written notification to the employee ("notification of redundancy"), indicate that in 4 weeks (28 days) time the hours of work associated with the position occupied by an employee will be reduced to a level determined by the employer. The employee may then:
 - (1) agree to the proposed reduction in their working hours, in which case a partial redundancy calculated in accordance with the redundancy provisions of this clause and based on the reduction in their work time will be paid by the employer to the employee; or

- (2) elect to declare the whole position redundant, in which case a full redundancy calculated in accordance with the redundancy provisions of this clause will be paid by the employer to the employee.
- (ii) Where the employee has been advised of the necessity of a partial redundancy in accordance with sub-clause 31(b)(i) herein the employee must notify the employer of their decision to accept the proposed reduction in their working hours or to declare the whole position redundant within 2 weeks (14 days) of the date of notification.

(c) Quantum of Redundancy Payments.

Depending on the duration of service, an employee whose employment is terminated, or partially terminated, by reason of redundancy shall be entitled to, in addition to the applicable notice period, a compensatory redundancy payment determined by reference to the following table and the proviso detailed at the foot of the table:

One year's service or less	nil
More than one year's service but less than two year's service	4 weeks
More than two year's service but less than three year's service	6 weeks
More than three year's service but less than four year's service	8 weeks
More than four year's service but less than five year's service	10 weeks
More than five year's service but less than six year's service	12 weeks
More than six year's service but less than seven year's service	14 weeks
More than seven year's service but less than eight year's service	16 weeks
More than eight year's service but less than nine year's service	18 weeks
More than nine year's service but less than ten year's service	20 weeks
More than ten year's service but less than eleven year's service	22 weeks
More than eleven year's service but less than twelve year's service	24 weeks
Twelve years service and over	26 weeks

PROVIDED THAT the calculation of the compensatory redundancy payment shall take into consideration any period of part-time employment by the employee during their current period of employment with the employer.

(d) Other Conditions Relating to Redundancy Payments

- (i) The entitlements due to the employee (e.g. compensatory redundancy payment, annual leave, annual leave loading, long service leave payment, notice period, etc) shall be paid in a lump sum on the last day of employment.
- (ii) The employee shall be entitled to receive (at least) a certificate of service on their termination. Such certificate of service shall contain (at least) the commencing and finishing dates of service, the reason for termination and the duties performed whilst employed.
- (iii) Where an employee has been given notice of redundancy in accordance with sub-clause 31(b)(i) and the employee has elected to declare the whole position redundant in accordance with sub-sub-clause 31(b)(i)2 the employer shall release the employee from their employment before the expiration of their notice period if requested to do so by the employee. Where an employee has requested such a release the employee is not entitled to the balance of their notice period.

- (iv) Where an employee is made redundant in accordance with the provisions of this section the services of a recognised outplacement consultant shall be made available to the employee at the employer's expense.

PROVIDED THAT the employer's liability to provide such a service is limited to:

1. a maximum of \$1000.00 per employee; or
2. providing the service for a maximum period of 3 calendar months from the date of the employee's termination;

whichever liability limit is reached first.

33. FUTURE NEGOTIATION TIMELINE

The Employer commits to communicating a proposed enterprise agreement negotiation timeline to general staff employees in February 2023 with negotiations to commence no later than May 2023.

34. NO FURTHER CLAIMS

It is a condition of this Agreement that the parties will not seek any further claims with respect to salaries or the conditions contained in this Agreement within the life of this Agreement.

35. SIGNATORIES

Dr Robert William McEwan is duly authorised on behalf of the employer, The Hutchins School Board to sign The Hutchins School Education Support Staff Enterprise Agreement 2021:


_____ 13/8/21

Dr Robert McEwan
Headmaster
The Hutchins School
71 Nelson Road,
Sandy Bay, 7005

Mrs Sally Ann Westcott, as the nominated signatory for and on behalf of employees employed by the employer and covered by this Agreement:


_____ 13/8/21

Mrs Sally Westcott
Senior Laboratory Technician
71 Nelson Road,
Sandy Bay, 7005

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/6722

Applicant: **THE HUTCHINS SCHOOL**

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Dr Robert William McEwan, Headmaster, have the authority given to me by THE HUTCHINS SCHOOL BOARD as constituted by the CHRIST COLLEGE ACT 1926 trading as THE HUTCHINS SCHOOL to give the following undertaking with respect to The Hutchins School Education Support Staff Enterprise Agreement 2021 ("the Agreement"):

- (a) Where an employee proposes to enter into an agreement with the employer under clause 17(b) of this Agreement, the employer will prepare a calculation setting out the value of the Benefits selected by the employee and their wage calculated under clause 17 of this Agreement (the Remuneration Packaging Calculation);
- (b) The employer will ensure the Remuneration Packaging Calculation results in the employee receiving not less than their wage pursuant to clause 13 of this Agreement;
- (c) The employer will provide to the employee the Remuneration Packaging Calculation undertaken by the employer before any agreement is entered into pursuant to cl.17(b);

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

31/8/21

Date