



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Hutchins School**  
(AG2021/9000)

## **THE HUTCHINS SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2022**

Educational services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 31 JANUARY 2022

*Application for approval of The Hutchins School (Teachers) Enterprise Agreement 2022*

[1] The Hutchins School (the Employer) has made an application for approval of an enterprise agreement known as *The Hutchins School (Teachers) Enterprise Agreement 2022* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

[3] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it 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.

[4] The Agreement was approved on 31 January 2022 and, in accordance with s 54, will operate from 7 February 2022. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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## THE HUTCHINS SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2022

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## 2. TITLE

This Agreement shall be known as *The Hutchins School (Teachers) Enterprise Agreement 2022*.

## 3. SCOPE

This Agreement shall apply to The Hutchins School in respect of the employment of teachers.

## 4. PARTIES BOUND

This Agreement shall be binding upon:

- (i) The Hutchins School, 71 Nelson Road, Sandy Bay, 7005 (the employer).
- (ii) Teachers employed by the employer under the scope of the *Educational Services (Teachers) Award 2020* (the employees).

## 5. SUPERSESION

This Agreement incorporates and supersedes *The Hutchins School (Teachers) Enterprise Agreement 2019*.

**PROVIDED THAT** no right obligation or liability incurred or accrued under the superseded Agreement shall be affected by the supersession.

## 6. DATE AND PERIOD OF OPERATION

This Agreement shall come into effect from 1 January 2022 (or the date of commencement determined by the Fair Work Commission if otherwise) and shall expire on 31 December 2025.

## 7. RELATIONSHIP TO THE AWARD AND FAIR WORK ACT

- (i) This Agreement incorporates the *Educational Services (Teachers) Award 2020* (the "Award"), as in force from time to time.
- (ii) 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.
- (iii) Where this Agreement is silent on a particular matter the relevant terms of Award shall apply.
- (iv) Where this Agreement and the Award are silent on a particular matter the relevant terms of Part 2.2, of the *Fair Work Act 2009* (The National Employment Standards), shall apply.
- (v) The provisions of Part 2.2 of the *Fair Work Act 2009* 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 Agreement clause.

Where there is an unintentional diminution of a relevant provision of Part 2.2 of the *Fair Work Act 2009* by a provision of this Agreement the provision of the Act shall apply to the extent of the diminution.

## 8. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is:

- (i) To maintain and improve the productivity, efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will increase the performance of the School and offer secure, worthwhile and fulfilling employment for teachers.
- (ii) To maintain a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School.
- (iii) To continue to develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education.
- (iv) To continue developing management systems and work practices capable of assuring all stakeholders of the quality of the School's services.
- (v) To maintain the School as a provider of services to the community through the encouragement of optimum resource usage, whilst remaining aware of increasing pressures on staff and operating costs which are recognised by both parties.
- (vi) To maximise the learning outcomes for students through quality teaching.
- (vii) To share equitably the benefits of enhanced service delivery amongst the School community.
- (viii) To provide a safer and better working environment.
- (ix) To ensure the continuation of the stable industrial relations framework that exists in the School.

## 9. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)

- (i) 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.
- (ii) 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 *Educational Services (Teachers) Award 2020*; and/or
  - (c) Part 2.2, of the *Fair Work Act 2009* (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 the Fair Work Commission (or any subsequent Authority which replaces the Commission) for resolution (including arbitration).

- (iii) An employee may elect any individual of their choice (which may include the Independent Education Union of Australia), to act as their representative at any stage of this dispute resolution process.

## 10. AGREEMENT FLEXIBILITY

### 10.1 Agreement Flexibility Term

- (i) 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:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) 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 sub-clause 10(i)(a) and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (ii) 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
- (iii) 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:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (iv) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (v) 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.

These arrangements, if approved, may be up to twelve (12) months per request per calendar year, unless a request is made for a continuous FTE reduction.

Appropriate notice will be important in this consideration to ensure reasonable business grounds are considered.

## 11. AGREEMENT CONSULTATION TERM

- (i) This term applies if the employer:
  - (a) 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
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### Major Change

- (ii) For a major change referred to in sub-clause 11 (i)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) clauses (iii) to (ix) of this section apply.
- (iii) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (iv) 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;  
the employer must recognise the representative.
- (v) As soon as practicable after making its decision, the employer must:
  - (a) 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
  - (b) 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.
- (vi) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (vii) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (viii) 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 sub-clause 11 (ii)(a) and clauses 11(iii) and 11(v) are taken not to apply.
- (ix) In this term, a major change is **likely to have a 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

- (x) For a change referred to in sub-clause 11(i)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) clauses (xi) to (xv) of this section apply.
- (xi) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (xii) 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;  
the employer must recognise the representative.
- (xiii) 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:
    - (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
  - (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).
- (xiv) However, the employer is not required to disclose confidential or commercially



sensitive information to the relevant employees.

- (xv) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (xvi) In this term "*relevant employees*" means the employees who may be affected by a change referred to in clause 11(i) of this section.

## **12. CONSULTATIVE COMMITTEE**

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

## **13. AGREEMENT VARIATIONS**

Any proposal to vary this Agreement, other than in accordance with the process set out in sub-section 15.2, shall occur in accordance with the requirements of the *Fair Work Act 2009*.

## **14. TEACHER ENGAGEMENT, JOB SECURITY AND REDUNDANCY**

### **14.1 Teacher Engagement**

Types of Employment and the Engagement of such Employees covered by this Agreement will be as described under clauses 8, 9 and 13 of the *Educational Services (Teachers) Award 2020*.

### **14.2 Redundancy**

The parties to the Agreement are committed to job security for Teachers provided that enrolments remain stable or increase. Despite this the parties recognise that circumstances may arise where redundancies may be necessary, either across the School or within certain sections of the School. If this is the case the following procedures will apply.

Clause 33 of the *Educational Services (Teachers) Award 2020* refers to Redundancy Pay being provided for in Part 2.2, of the *Fair Work Act 2009* (The *National Employment Standards*). The redundancy provisions set out in Division 11, Sub-division B (Redundancy Pay) of the *Fair Work Act 2009* will apply to this Agreement, unless varied in this clause of the Agreement.

- (i) Sub-clause 119 (1) (Redundancy pay) of the *Fair Work Act 2009* applies to this Agreement with no variation.
- (ii) Sub-clause 119 (2) (Redundancy pay) of the *Fair Work Act 2009* is replaced in this Agreement by sub-clause 14.2.1(i)(e) of this Agreement.
- (iii) Clause 120 (Variation of redundancy pay for other employment or incapacity to pay) of the *Fair Work Act 2009* applies to this Agreement with no variation.
- (iv) Clause 121 (Exclusions from obligation to pay redundancy pay) of the *Fair Work Act 2009* applies to this Agreement with no variation.
- (v) Clause 122 (Transmission of business and redundancy pay) of the *Fair Work Act 2009* applies to this Agreement with no variation.

#### **14.2.1 General Redundancy Provisions Applicable to Full Time and Part Time Employees**

- (i) Permanent Full Time Teachers
  - (a) Where the employer can substantiate with documented evidence that the volume of work in any section of the School has diminished, the employer may

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provide formal notification that at a point in time, but no less than seven (7) term weeks from the date of notification, the position occupied by a teacher will be declared redundant.

- (b) Where the employer can substantiate with documented evidence that the volume of work in any section of the School has diminished to such an extent that a partial redundancy in working hours by a teacher is necessary, the teacher may agree to accept the partial redundancy or may, within one month, elect to declare the whole position redundant in which case all the redundancy provisions expressed in this clause shall apply. Where a partial redundancy is accepted, pro-rata compensatory payment will be made in accordance with the provisions expressed in sub-clause 14.2.1(i)(e).
- (c) Where the provisions of sub-clause 14.2.1(i)(a) are invoked, during the seven (7) term weeks' notice specified, the employer shall use all endeavour to provide for the continuing employment of the teacher by:
- (1) Consulting with other employing bodies to procure suitable alternative employment for the teacher being retrenched;
  - (2) Granting reasonable paid leave of absence to a teacher being retrenched pursuant to this clause, to attend interviews for alternative employment;
  - (3) Communicating with the Independent Education Union of Australia, Victoria/Tasmania Branch to ensure that, in determining the teacher to be made redundant, the criteria used were based on such matters as length of service, efficiency, attendance and experience.
- (d) If alternative employment cannot be provided for, or gained by, the teacher at the end of the seven (7) term weeks specified in sub-clause 14.2.1(i)(a), the employer may terminate the services of the teacher at that time. Such notice of termination shall be in writing and shall be accompanied by copies of all written evidence of endeavours to locate alternative employment.
- (e) Depending on the duration of service, a teacher whose employment is terminated by reason of redundancy shall be entitled to a compensatory payment of:

|  |          |
|--|----------|
| One year's service or less                           | nil      |
| More than one year's service but less than two years | 4 weeks  |
| Two years' service but less than three years         | 6 weeks  |
| Three years' service but less than four years        | 8 weeks  |
| Four years' service but less than five years         | 10 weeks |
| Five years' service but less than six years          | 12 weeks |
| Six years' service but less than seven years         | 14 weeks |
| Seven years' service but less than eight years       | 16 weeks |
| Eight years' service but less than nine years        | 18 weeks |
| Nine years' service but less than ten years          | 20 weeks |
| Ten years' service but less than eleven years        | 22 weeks |
| Eleven years' service but less than twelve years     | 24 weeks |
| Twelve years' service and over                       | 26 weeks |

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

- (f) The teacher shall be entitled to at least a Statement of Service on the date of termination. Such Statement of Service shall contain at least the commencing and finishing dates of service, the reason for termination of employment and the duties performed whilst employed.
- (g) A teacher to whom notice of termination due to redundancy has been given in accordance with sub-clause 14.2.1(i)(a), will be released by the employer in order to commence alternative employment if written evidence is given of an absolute requirement to start the new employment prior to the expiration of seven (7) term weeks' notice as provided in sub-clause 14.2.1(i)(a).
- (ii) Permanent Part Time Teachers
  - (a) Notwithstanding the conditions expressed in clause 14.2.1(i), permanent part-time teachers will be subject to the following additional conditions in regard to redundancy.
  - (b) Where the employer can substantiate with documented evidence that the volume of work in any section of the School has diminished to such an extent that a partial redundancy in excess of 20% of the teacher's contact time is necessary, the teacher may agree to accept the partial redundancy or may, within one month, elect to declare the whole position redundant in which case all the redundancy provisions expressed in this clause shall apply. Where a partial redundancy is accepted, pro-rata compensatory payment will be made in accordance with the provisions expressed in sub-clause 14.2.1(i)(e).
  - (c) A record shall be kept of the contract of employment worked by part-time teachers so that, in the event of redundancy, an average of the hours of their contract can be used to calculate their entitlement to a redundancy benefit.

### **14.3 Right to Request Casual Conversion**

- (i) A casual Employee may request that their employment be converted to full-time or part-time employment category.
- (ii) To be eligible to apply for conversion the casual Employee in the preceding period of 12 months will have worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Agreement.
- (iii) For a request under 14.3(i), Right to request casual conversion, to be considered by the Employer, the casual Employee will request conversion in writing to the Employer for their review and consideration. The submission will include details of whether they are seeking full or part time conversion from their current casual status.
- (iv) The Employer may agree to or refuse the request, but the request may only be denied on reasonable grounds and after there has been consultation with the Employee.
- (v) Reasonable grounds for refusal include that:
  - (a) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement – that is, the casual Employee does not meet the pre-requisite conditions contained in 14.1(b); or
  - (b) it is known or reasonably foreseeable that the casual Employee's position will cease to exist within the next 12 months; or

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- (c) it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
  - (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- (vi) For any ground of refusal to be reasonable, it will be based on facts which are known or reasonably foreseeable.
- (vii) Where the Employer refuses a casual Employee's request to convert, the Employer will provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made.
- (viii) If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under clause 31 of the *Educational Services Award (Teachers) 2020* dispute resolution procedure.

**15. SALARIES, ENTRY POINTS AND PROGRESSION**

**15.1 Teacher Salaries**

- (i) For the life of this Agreement this section overrides sub-clauses 14(1) and 14(2) of the *Educational Services (Teachers) Award 2020*.
- (ii) Subject to the approval of this Agreement, and with effect from the commencement of the first full pay period commencing on or after 1 January 2022 a 2.1% increase shall be applied to the existing teacher salaries. After application of that increase the minimum salary payable to a full-time employee will be determined in accordance with Clause 13 of the *Educational Services (Teachers) Award 2020*, sub-section 15.3 of this Agreement and the following table:

| Award Scale | Hutchins Scale  |           |                          |  |       |           |
|-------------|---|-----------|--------------------------|--|-------|-----------|
|             | 1 January 2022<br>(incorporating ALL and an Increase of 2.1%) |           |                          |  |       |           |
|             | Teacher Scale   |           | Senior Classroom Teacher |  |       |           |
| Step 1      | HU1   | \$65,799  |                          |  |       |           |
| Step 2      | HU2   | \$68,540  |                          |  |       |           |
| Step 3      |   |           |                          |  |       |           |
| Step 4      |   |           |                          |  |       |           |
| Step 5      | HT1   | \$78,136  |                          |  |       |           |
| Step 6      | HT2   | \$81,563  |                          |  |       |           |
| Step 7      | HT3   | \$84,990  |                          |  |       |           |
| Step 8      | HT4   | \$89,262  |                          |  |       |           |
| Step 9      | HT5   | \$93,535  |                          |  |       |           |
| Step 10     | HT6   | \$97,808  |                          |  | HSCT1 | \$101,721 |
| Step 11     | HT7   | \$102,721 |                          |  | HSCT2 | \$106,165 |
| Step 12     | HT8   | \$106,355 |                          |  | HSCT3 | \$110,610 |

**PROVIDED THAT** for the 2022 calendar year alone, the HT8 annual salary rate (inclusive of annual leave loading) effective from 1 January 2022 shall be no less than the annual salary rate (inclusive of annual leave loading) paid to a Tasmanian Department of Education (DoE) teacher classified at Band 1 Level 13 after the DoE 2022 salary increment has been applied. Where the HT8 rate requires adjustment in accordance with this proviso all other classification step and responsibility allowance rates will be adjusted by the same percentage to maintain the existing relativities.

- (iii) The monthly rate of pay will be determined by dividing the annual rate by 12. If necessary, the weekly rate of pay for an employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.

## 15.2 Annual Adjustment

- (i) Annual salary increases for 2023, 2024 and 2025 shall be negotiated by the parties to the Agreement. In each of 2022, 2023 and 2024 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;
  - (a) the percentage published as the Australian Bureau of Statistics Consumer Price Index Trimmed Mean (Annual % Change September to September) for the September quarter of the preceding year; or
  - (b) 1.50%.

**PROVIDED THAT** the annual salary increment will be such that the adjusted HT8 annual salary rate (inclusive of annual leave loading) is above the published Band 1 Level 13 annual salary rate, inclusive of annual leave loading component, payable to a teacher employed by the Tasmanian Department of Education for that applicable year.

**PROVIDED ALSO** that, subject to satisfaction of the above proviso, the annual increment adjustment shall be capped at 5.00% for each of 2023, 2024 and 2025.

- (ii) Where the HT8 rate is adjusted in accordance with the provisions set out in clause 15.2(i) all other salary scale rates and responsibility allowance rates shall be increased by the percentage applied to the HT8 rate.
- (iii) The annual salary rates adjusted in accordance with the provisions of clauses 15.2(i) and (ii) will remain in effect until 31 December that year.

## 15.3 Entry Points and Progression

- (i) For the life of this Agreement this sub-section overrides clauses 13.2(b) and 13.4 of the *Educational Services (Teachers) Award 2020*.
- (ii) Unqualified teachers and teachers teaching on a limited authority to teach will commence on HU1 of the salary scale detailed in clause 15.1(ii) and will not progress beyond level HU2.
- (iii) A teacher who is recognised as two year trained will commence on Level HT1 of the salary scale detailed in clause 15.1(ii) and will not progress beyond level HT6.
- (iv) A teacher who is recognised as four year trained will commence on Level HT1 of the salary scale detailed in clause 15.1(ii).
- (v) A teacher who is recognised as five year trained will commence on Level HT3 of the salary scale detailed in clause 15.1(ii).
- (vi) If a teacher attains a further recognised teaching qualification, or an unqualified teacher or teacher teaching on a limited authority to teach attains a recognised teaching qualification, then that teacher's step level and progression will be adjusted according to the level of his or her teaching qualifications.
- (vii) Full time and part time teachers with an FTE of 0.50 or more will progress at the rate of one scale step in the teaching salary scale detailed in clause 15.1(ii) for each completed full school year of continuous service. Part time teachers with an FTE of less than 0.50 will progress one scale step in the teaching salary scale after every two completed school years of continuous service.

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- (viii) Where the aggregate of a part time teacher’s employment over any two consecutive school years is equal to or more than 1.00 Full Time Equivalent, that teacher will be entitled to progress at the rate of one scale step in the teaching salary scale detailed in clause 15.1(ii) for each of those years, subject to the teacher’s employment over each of the two (2) school years being continuous (i.e. the teacher will have completed 2 x full school years of continuous service
- (ix) For the purposes of this clause a *full school year of continuous service* is defined as a calendar year in which the teacher is continuously employed for the duration of the school year. In addition, and also for the purposes of this clause, where a part-time or full-time teacher proceeds on leave without pay during the course of the school year, that teacher’s FTE will be adjusted accordingly by application of the following formula:

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

Note: Both the actual term weeks this school year and the total term weeks leave w/o pay should be calculated to 2 decimal places.

The result of the calculation is the adjusted FTE figure to be used in determining the teacher’s rate of progression in accordance with sub-clause 15(vii) above.

**16. RESPONSIBILITY AND CO-CURRICULAR ALLOWANCES**

- (i) For the life of this Agreement this clause applies in lieu of clauses 19.1 and 19.3 of the *Educational Services (Teachers) Award 2020*.
- (ii) Subject to the approval of this Agreement, the allowance payable, the allowance payable to an employee who is appointed by the Headmaster (or his or her delegate), to undertake an additional responsibility will be determined by reference to the following table:

| <b>Responsibility Allowances for Teachers Employed on the Teacher Scale</b> |           |                      |
|---|-----------|----------------------|
| Year  | 2022      |                      |
| Effective Date  | Existing. | From 1 January, 2022 |
| Step HT8 (excluding ALL)  | \$104,168 | \$106,355            |
| Level 1   | \$2,057   | \$2,127              |
| Level 2   | \$4,111   | \$4,161              |
| Level 3   | \$6,168   | \$6,285              |
| Level 4   | \$8,223   | \$8,408              |
| Level 5   | \$10,280  | \$10,531             |
| Level 6   | \$12,334  | \$12,655             |
| Level 7   | \$14,391  | \$14,778             |
| Level 8   | \$16,447  | \$16,901             |
| Level 9   | \$18,501  | \$19,025             |
| Level 10  | \$20,558  | \$21,148             |

| Responsibility Allowances for Teachers Employed on the Senior Classroom Teacher (SCT) Scale |           |                      |
|---|-----------|----------------------|
| Year  | 2022      |                      |
| Effective Date  | Existing. | From 1 January, 2022 |
| Step HT8 (excluding ALL)  | \$104,168 | \$106,355            |
| Level 1   | Nil       | Nil                  |
| Level 2   | Nil       | Nil                  |
| Level 3   | \$2,057   | \$2,127              |
| Level 4   | \$4,111   | \$4,162              |
| Level 5   | \$6,168   | \$6,285              |
| Level 6   | \$8,223   | \$8,408              |
| Level 7   | \$10,280  | \$10,531             |
| Level 8   | \$12,334  | \$12,655             |
| Level 9   | \$14,391  | \$14,778             |
| Level 10  | \$16,447  | \$16,901             |

(iii) Definitions applying to Responsibility Allowances/Co-curricular Allowances

- (a) **Annual Responsibility Allowance** is an allowance that is paid, in addition to a teacher's salary, in relation to a position of responsibility (as defined) where the duties and responsibilities are required to be undertaken by the incumbent for the entire school year.
- (b) **Seasonal Responsibility Allowance** is an allowance that is paid, in addition to a teacher's salary, in relation to a position of responsibility (as defined) where the duties and responsibilities are required to be undertaken by the incumbent for part of the school year only.
- (c) **Temporary Responsibility Allowance** is an allowance that is paid, in addition to a teacher's salary, where a teacher is appointed by the employer for a minimum period of five (5) consecutive days to perform the duties and responsibilities (or part thereof) of a position of responsibility (as defined) of another teacher who is temporarily absent or unavailable.
- (d) **Position of Responsibility** is a position that a teacher is appointed to by the Headmaster or their nominated delegate involving duties that are beyond those specified in sections 17 and 18 of this Agreement, and for which the teacher receives a responsibility allowance payment.
- (e) **Co-Curricular Allowance** is an allowance which is paid where it can be demonstrated that an individual teacher's co-curricular commitment during the co-curricular year (as defined) has exceeded the minimum time threshold for payment. Payment is subject to the teacher making application for payment in accordance with the procedure set out in clause 16(viii) of this Agreement and the approval of the application by the Headmaster or their nominated delegate.



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- (f) **Co-curricular Year** covers a 12-month period, which begins on 1 December each calendar year and concludes on 30 November of the following calendar year.
- (iv) General conditions of employment relating to Responsibility Allowances
  - (a) Each Responsibility Allowance level is calculated on the basis of 2% of the HT8 salary of the salary scale.
  - (b) Appointments to positions of responsibility are made at the discretion of the employer.
  - (c) The employer shall set out the responsibilities and duties, terms, conditions and duration of appointment of a position of responsibility in writing to the teacher before the commencement of the appointment.
  - (d) The selection of an appropriate allowance level for any position of responsibility will be determined by the employer in negotiation with the employee.
  - (e) Where appropriate, time release from other expected duties may be considered at the discretion of the employer. The degree of time release for any position of responsibility will be left to and will be determined by the employer in negotiation with the employee.
  - (f) A list of the positions of responsibility within the School, and the relevant levels of Allowances and Time Release, shall be created and reviewed annually by the employer at the commencement of the school year.
  - (g) All teachers shall have access to a copy of the list of the positions of responsibility within the School.
  - (h) Service increments applying to a teacher's salary under the *Educational Services (Teachers) Award 2020* are to be paid and not absorbed into the total salary if the service increment falls due during a teacher's period of appointment to a position of responsibility.
- (v) Conditions of employment applicable to Annual Responsibility Allowances
  - (a) For the purposes of calculating employee entitlements and benefits Annual Responsibility Allowances are to be considered as part of the teacher's salary and must be taken into consideration when calculating employee entitlements, including leave, superannuation benefits, etc. but not annual leave loading.
  - (b) Annual Responsibility Allowances are not payable when a teacher, for whatever reason, is on any form of leave without pay.
  - (c) Where it becomes apparent that a teacher receiving an Annual Responsibility Allowance will, for whatever reason, be unable or unavailable to fulfil the required duties and responsibilities of the position of responsibility for a minimum period of fourteen (14) consecutive days (two (2) calendar weeks) the Headmaster or their nominated delegate may appoint another teacher to temporarily carry out the duties associated with the absent teacher's position of responsibility under clause 16(vii) .

- (d) Where sub-clause 16(v)(c) applies the employer will ensure that the teacher who is temporarily absent or unavailable, returns to his or her former position once they are able and available to fulfil the required duties of his or her position of responsibility.
- (vi) Conditions of employment applicable to Seasonal Responsibility Allowances
- (a) Seasonal Responsibility Allowances are not to be considered as part of the teacher's salary and must not be taken into consideration when calculating employee entitlements (including termination entitlements) except for superannuation payments required by legislation.
- (b) Notwithstanding the conditions expressed in sub-clause 16(vi)(a) where a teacher receiving a Seasonal Responsibility Allowance for a position of responsibility proceeds on:
- (1) a period of paid school holiday leave; or
  - (2) a paid public holiday as prescribed in Part 2.2 of the *Fair Work Act 2009*; or
  - (3) a combination of the type of leave referred to in points 1 and 2 of this sub-clause;
- and that total period of leave falls within the teacher's period of appointment to the position of responsibility then the teacher shall be entitled to receive the Seasonal Responsibility Allowance for the period of leave.
- (c) Seasonal Responsibility Allowances are not payable where the appointed teacher is, for whatever reason, unable or unavailable to fulfil the required duties and responsibilities of his or her position of responsibility for a period of fourteen (14) consecutive days (two (2) calendar weeks), or more.
- PROVIDED THAT** no part of the fourteen (14) days of consecutive inability or unavailability is due to holiday leave or public holiday leave taken in accordance with sub-clause 16(vi)(b).
- (d) Where sub-clause 16(vi)(c) applies the employer will ensure that the appointed teacher will return to his or her former position until such time as;
- (1) his or her period of appointment to the position of seasonal responsibility, as detailed in the teacher's letter of appointment, expires; or
  - (2) the teacher notifies the employer in writing of his or her resignation from the position of responsibility; whichever occurs first.
- (e) Where a teacher notifies the employer in writing of their resignation from the position of responsibility in accordance with paragraph 16(vi)(d)(2) the resignation will have immediate effect and any existing notice provisions are waived.
- (vii) Conditions of employment applicable to Temporary Responsibility Allowances
- (a) A Temporary Responsibility Allowance shall be paid where a teacher is appointed to perform the duties and responsibilities associated with the position of responsibility of another teacher for a minimum period of five (5) consecutive days.

- (b) The maximum duration of appointment to a temporary position of responsibility shall be agreed between the teacher and the employer **PROVIDED THAT** the agreed duration of appointment does not exceed the balance of the:
- (1) replaced teacher's appointment; or
  - (2) school year.
- (c) Temporary Responsibility Allowances are not to be considered as part of the teacher's salary and must not be taken into consideration when calculating employee entitlements (including termination entitlements) except for superannuation payments required by legislation.
- (d) Notwithstanding the conditions expressed in sub-clause 16(vii)(c) where a teacher receiving a Temporary Responsibility Allowance for a position of responsibility proceeds on:
- (1) a period of paid school holiday leave; or
  - (2) a paid public holiday as prescribed in the *Fair Work Act 2009*; or
  - (3) a combination of the type of leave referred to in paragraphs 1 and 2 of this sub-clause;

and that total period of leave falls within the teacher's period of appointment to the position of temporary responsibility then the teacher shall be entitled to receive the Temporary Responsibility Allowance for the period of leave.

- (e) Temporary Responsibility Allowances are not payable where the appointed teacher is, for whatever reason, unable or unavailable to fulfil the required duties and responsibilities of his or her position of responsibility for a period of five (5) consecutive days or more.

**PROVIDED THAT** no part of the five (5) days of consecutive inability or unavailability is due to holiday leave or public holiday leave taken in accordance with sub-clause 16(vii)(d).

- (f) Where a teacher receiving a Temporary Responsibility Allowance is, for whatever reason, unable or unavailable to fulfil the required duties and responsibilities of his or her position of responsibility for a period of five (5) consecutive days:
- (1) the temporary position of responsibility appointment is revoked; and
  - (2) the teacher concerned has no rights to return to that temporary position of responsibility appointment once he or she becomes able and available to carry out the duties and responsibilities; and
  - (3) the employer may offer the temporary position of responsibility to another teacher provided that, in doing so, all the other conditions of this section are met.

(viii) Conditions of employment applicable to Co-Curricular Allowances

| <b>Co-Curricular Recognition Allowance for Teachers</b><br>(Allowance based on the Level 1 Responsibility Allowance for<br>Teachers Employed on the Teacher Scale detailed in sub-clause 16.1(ii)) |     |     |      |      |      |      |      |
|--|-----|-----|------|------|------|------|------|
| Band Level   | A   | B   | C    | D    | E    | F    | G    |
| Hours  | 80  | 120 | 160  | 200  | 240  | 280  | 320  |
| Allowance %  | 50% | 75% | 100% | 125% | 150% | 175% | 200% |

- (a) Co-Curricular Allowances are not to be considered as part of the teacher's salary and must not be taken into consideration when calculating employee entitlements (including termination entitlements) except for superannuation payments required by legislation.
- (b) Each year employees are able to submit an application for payment for any and all approved co-curricular activities carried out during the co-curricular year.
- (c) The employer's expectation is that a full-time employee covered by this Agreement shall complete, as a minimum, at least 40 hours of co-curricular activity a year as part of his or her normal teaching duties. Where a full-time employee appears unlikely to achieve this minimum standard, the employer may direct the employee to undertake additional co-curricular work to achieve the minimum standard.
- (d) Employees are entitled to submit an application for payment if the employee believes, and can demonstrate, they have carried out 80 hours (or thereabouts) or more of approved co-curricular activities during the co-curricular year.
- (e) Application for payments must be made using the appropriate timesheet and first submitted to the Deputy Headmaster (or a nominated delegate) for assessment and, if successful, approval. Applications must be submitted to the Deputy Headmaster no later than 6 November each year. The decision as to whether an individual application for payment is approved (or not approved), and the allowance level applied to a successful application rests with the Deputy Headmaster (or the nominated delegate) and the Headmaster, and that decision is final.
- (f) Approved applications for payment must then be lodged by the employee with the Chief Operating Officer's Office for processing. Approved applications for payment which are lodged in time will be paid as a lump sum in the November pay of that year.
- (g) At their discretion, employees are entitled to salary sacrifice their co-curricular allowance payment to an approved benefit such as superannuation. Where this option is to be exercised, employees must notify the employer in writing when lodging their approved co-curricular requests for recognition with the Chief Operating Officer's Office.

## 17. SENIOR CLASSROOM TEACHER

### (i) Definition

A Senior Classroom Teacher (SCT) is a teacher who has chosen to pursue a career within the classroom and has accessed the classification by the procedures set out in this clause. The main role is that of a classroom teacher though the teacher will be expected to demonstrate an ongoing commitment and contribution to educational excellence within their faculty or mini school and subject area as well as exceptional classroom teaching skills.

### (ii) Invitation to Apply

On or before 31 March of each year the Headmaster shall issue invitations to apply for appointment to the classification of Senior Classroom Teacher to those teachers who satisfy the criteria set out in sub-clause 17(iii) but do not hold the classification at that time.

### (iii) Criteria for Eligibility to Apply

In order to apply for appointment to the classification of Senior Classroom Teacher a teacher must:

- (a) be classified as a four-year trained teacher as a minimum;
- (b) be employed at Salary Scale Step HT5 or above at the time of making an application (in order to take up their appointment to SCT in the following year if successful).

Note: A part time teacher working less than 0.5 FTE may remain on Salary Scale Step HT5 for two years. Teachers in this situation are able to apply for the Senior Classroom Teacher classification upon reaching Salary Scale Step HT5 and, if successful, will be able to take up their classification upon reaching Salary Scale Step HT6.

### (iv) Applications

- (a) Applications are to be made using the School's Senior Classroom Teacher application document.

Applications will be assessed in accordance with the assessment procedure outlined within the application document.

- (b) The Headmaster will write to all Senior Classroom Teachers at the beginning of their third year of appointment to advise them of the process for re-application (refer paragraph 17(v)(a)(3)).

### (v) Appointment

- (a) Successful applicants will be appointed to the classification from:

- (1) 1 January of the following year; or
- (2) if the teacher is unavailable or unable to take up the appointment at 1 January, a date determined by negotiation between the teacher and the Headmaster, and
- (3) the appointment shall be for a period of three (3) years (renewal of appointment will be subject to re-application and successful assessment during the third year of appointment).

- (vi) Educational Excellence Activities
- (a) Educational excellence activities are those that will be undertaken to demonstrate the teacher's continued commitment and contribution to educational excellence. The activity will be discussed, defined and approved as part of the SCT application process.
  - (b) The ongoing relevance of the educational excellence activities a teacher undertakes may be reviewed periodically in consultation with the Head of the teacher's faculty or mini school.
  - (c) Nothing prevents teachers from seeking to review their educational excellence activities during the course of their appointment.
  - (d) Activities that normally attract a responsibility allowance are not considered appropriate educational excellence activities.

(vii) Resignation of Appointment

Where a teacher chooses to resign his or her appointment to the classification of Senior Classroom Teacher, he or she is to provide the Headmaster or their nominated delegate with seven (7) term weeks' notice in writing. In such instances the teacher's salary shall be adjusted at the completion of the required notice to the teacher's substantive salary scale rate.

(viii) Entitlements and Benefits

For the purposes of calculating employee entitlements and benefits the Senior Classroom Teacher payment is to be considered as part of the teacher's salary and must be taken into consideration when calculating employee entitlements, including leave, superannuation benefits, etc. but not annual leave loading.

## 18. TEACHERS DUTIES, CONTACT TIME AND ATTENDANCE DAYS

- (i) *Contact Time* means the timetabled periods that a teacher spends with students and shall comprise:
- (a) non-teaching contact time with students on weekdays in normal school hours and includes attending to home/mentor group activities where such things as absenteeism is checked, school information distributed and student pastoral care is provided,
  - (b) regularly timetabled periods of contact time where the teacher is responsible for students under their care and for the delivery of the formal curriculum.
- (ii) A teacher's normal duties at The Hutchins School shall comprise:
- (a) the teacher's hours of contact time,
  - (b) normal teacher's duties on school days including, but not necessarily limited to reasonable:
    - (1) playground, buildings and grounds duties
    - (2) attendance at School and faculty meetings
    - (3) attendance at assemblies and chapel
  - (c) the residential duties negotiated and agreed between the employer and the teacher where a teacher has been appointed to a residential position, and

- (d) the educational excellence activities chosen by the teacher and agreed to by the School where a teacher has been appointed to the Senior Classroom Teacher classification.
- (iii) A full-time primary school teacher's allocated Contact Time shall have a minimum of three clear hours per fortnight free for preparation and marking. A full-time teacher teaching post-primary classes shall not be timetabled for Contact Time, in the course of a fortnight, for more than 40 hours of the normal timetabled lesson time, unless mutually agreed between the employer and teacher.
- (iv) The duties and responsibilities undertaken as part of a teacher's appointment to a position of responsibility fall outside the scope of this section.
- (v) Published school term dates

The School has published a calendar that sets the number of scheduled teaching days out of the total attendance days for 2022 and each school year that falls during the life of this Agreement as follows: (a) 2022, Total Professional Development days, 9 in the Junior School and 8 in the Middle and Senior School and Teaching 184 in the Junior School and 185 the Middle School and Senior School. The School will inform of the specific number of teaching days in 2023, 2024 and 2025 in December of the previous year.

## 19. ADDITIONAL DUTIES AND MINIMUM BREAKS

For the purpose of this clause additional duties shall include, but may not be limited to, playground duties, meeting or co-curricular activities, or similar activities undertaken during the School's recess or lunchtime periods.

For the purpose of calculating an employee's total ordinary hours of work, in accordance with Clause 19 of the *Educational Services (Teachers) Award 2020*, additional duties shall be counted as work time.

**PROVIDED THAT** additional duties shall not be counted as work time, or work, in respect of Clause 20 of the *Educational Services (Teachers) Award 2020*. For clarity, the School's recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

## 20. PROBATIONARY PERIOD FOR NEW TEACHERS

Teachers in their first year of employment with the School, other than those engaged as casual teachers, may be required to successfully complete a period of probationary employment before being appointed to the permanent staff of the School.

### 20.1 Teachers other than Replacement Teachers

- (i) The period of probationary employment will be completed in accordance with the following requirements:
  - (a) In the process of appointment, the teacher will be provided with a document titled The Hutchins School Code of Conduct, which details the ethical and professional expectations of the School.
  - (b) The probationary period will be of six (6) months duration and will commence from the contract commencement date.

- (c) As part of the engagement/probationary process the teacher will;
  - (1) undertake the School's induction and probation process;
  - (2) be included in the School's mentoring process for first year teachers; and
  - (3) meet with the person appointed by the employer to be responsible for the management of the teacher's period of probationary employment.
- (d) Where it is requested by the probationary teacher he or she may, in conjunction with the person responsible for the management of the teacher's period of probationary employment complete a "Performance Evaluation Form". As part of this process objectives may be developed to assist the teacher in meeting the ethical and professional expectations of the School during the remainder of the probationary employment period.
- (e) Before the completion of a teacher's probationary period the teacher shall complete a 5, 16 and 24 week "Performance Evaluation Form" in conjunction with the person responsible for the management of the teacher's period of probationary employment. On completion of the final appraisal the School shall either:
  - (1) confirm the ongoing employment of the teacher to the staff of the School. In such instances the Headmaster or their nominated delegate, shall provide the teacher with a letter of appointment; or
  - (2) terminate the employment of the teacher.
- (f) Any school holiday leave adjustment due to a commencing teacher in his or her first year of employment will be dealt with in accordance with the provisions of the *Educational Services (Teachers) Award 2020*.

## 20.2 Replacement Teachers

- (i) Where a teacher is employed as a replacement teacher and:
  - (a) the period of appointment exceeds one (1) school term in duration; and
  - (b) it is the first time the teacher has been employed by the School; or
  - (c) other than casual teaching, a period of five (5) years has elapsed since the teacher's last employment with the School,the replacement teacher may be required by the employer to successfully complete a period of probationary employment in accordance with the following requirements:
  - (d) In the process of appointment, the replacement teacher will be provided with a statement of the ethical and professional expectations of the School.
  - (e) The probationary period will be of up to six (6) months duration and will commence from the teacher's contract commencement date. The exact duration of the probationary period will be specified in the replacement teacher's letter of appointment.
  - (f) As part of the engagement/probationary process the teacher will;
    - (1) undertake the School's induction process;



- (2) be included in the School's mentoring process for first-year teachers, and
  - (3) meet with the person appointed by the employer to be responsible for the management of the teacher's period of probationary employment.
- (g) Before the completion of their first school term of employment the replacement teacher shall complete a "probationary performance appraisal" in conjunction with the person responsible for the management of the teacher's period of probationary employment. On completion of this appraisal the employer shall either:
- (1) advise the replacement teacher in writing of their successful completion of the period of probationary employment; or
  - (2) terminate the employment of the Replacement Teacher.
- PROVIDED ALSO** that a replacement teacher's successful completion of a period of probationary employment does not provide the replacement teacher with any right to permanent employment beyond the period of their replacement teacher appointment.

### 20.3 Termination within Probationary Period

- (i) Nothing in this section shall prevent the employer from terminating a probationary teacher's employment at any time during the probationary period of employment where it can be demonstrated that:
  - (a) the teacher is consistently failing to meet the ethical and professional expectations of the School, or
  - (b) there is justification for instant dismissal in accordance with the relevant provisions of the Fair Work Act 2009.
  - (c) All decisions would be with the consideration of clause 14.3 herein

## 21. REPLACEMENT TEACHERS

### (i) Definition

**Replacement Teacher** means a teacher who is employed for a limited period not to exceed three (3) years, in order to replace a teacher who is on leave, temporarily transferred or promoted.

- (ii) A replacement teacher may be employed on either a full or part-time basis.
- (iii) A replacement teacher will be paid at a rate on the salary scale (detailed in Section 15 of this Agreement) based on the teacher's qualifications and number of years' experience as a teacher.
- (iv) Except for Sections 23, 26, 27, and 31 of this Agreement the provisions of this Agreement shall apply to a Replacement Teacher.

Where not covered by this Agreement the *Educational Services (Teachers) Award 2020* and the NES shall apply to a replacement teacher, including pro-rata personal leave, holiday leave and annual leave entitlements.

- (v) Before a replacement teacher is employed, the employer shall inform that person in writing of the:

- (a) temporary nature of the employment;
  - (b) conditions of employment that are applicable under this Agreement;
  - (c) broad conditions of employment that are applicable under the *Educational Services (Teachers) Award 2020* and Part 2.2 of the *Fair Work Act 2009*, and
  - (d) rights under this Agreement or the *Educational Services (Teachers) Award 2020* of any teacher who is being replaced.
- (vi) The termination of employment of a replacement teacher shall be in accordance with:
- (a) Sub-section 20.2 of this Agreement where it applies, or
  - (b) The relevant provisions of the *Educational Services (Teachers) Award 2020* where Sub-section 20.2 of this Agreement does not apply.

## 22. LONG SERVICE LEAVE

- (i) For the duration of this Agreement, employees will be entitled to long service leave as per the relevant provisions of the *Tasmanian Long Service Leave Act 1976*, and the following:
- (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;
    - (iv) retirement; or
    - (v) death;shall be entitled to pro-rata long service leave payment based on the employee's 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.
- (ii) 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.
- (iii) Upon completion of eight years continuous service an employee is entitled to apply to take long service leave, provided that;
- (a) applications are made in accordance with the normal long service leave application processes of the employer; and
  - (b) 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

- (c) with the exception of leave periods approved in accordance with sub-clause 22(iii)(c) herein, the leave period to be taken must be a minimum of one term or, if more than that, two whole consecutive terms (i.e. not one and a half terms). 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.
- (d) Long service leave periods of less than one term may be considered appropriate in certain circumstances and are subject to the Headmaster's approval.
- (iv) An employee is entitled to submit a request for a long service leave to be re-credited where circumstances arise during a period of leave where the employee believes personal or compassionate 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. 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).

### **23. PAID PARENTAL LEAVE AND PARENTAL LEAVE PROVISIONS**

- (i) For the life of this Agreement this clause applies in addition to Chapter 2, Part 2.2 – The National Employment Standards, Division 5, Parental Leave and Related Entitlements of the *Fair Work Act 2009*. Details of Division 5, Parental leave and related entitlements and The National Employment Standards are published and available for all employees.
- (ii) For the purpose of this Agreement the following variations to the *Fair Work Act 2009* apply:
  - (a) Chapter 2, Part 2.2, Division 5, Parental Leave, Section 70. The reference to twelve (12) months is to be read as 104 weeks.
  - (b) Chapter 2, Part 2.2, Division 5, Parental Leave, Section 74. The reference to twelve (12) months is to be read as 104 weeks.
  - (c) 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.
- (iii) This clause sets out the employer funded paid parental leave entitlement of an eligible employee at the time of commencement of any period of parental leave, irrespective of whether that period of leave relates to the;
  - (a) birth of a child or children; or
  - (b) adoption of a child or children.

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

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- (iv) 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;
- (a) 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
  - (b) 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 teacher's payment for the employer funded paid parental leave shall be based on the FTE load he or she was undertaking immediately prior to the commencement of the parental leave period.

**PROVIDED ALSO** that where a female teacher has had to reduce her FTE in accordance with the special maternity leave provisions of the *Fair Work Act 2009*, the teacher's FTE to be applied for the purposes of calculating the employer funded paid parental leave entitlement and other leave entitlements shall be the FTE which applied immediately prior to the commencement of the special maternity leave period.

- (v) in order to be eligible to receive the employer funded paid parental leave payment an employee must;
- (a) be covered by this Agreement; and
  - (b) 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
  - (c) be the primary care provider to the child or children for the duration of the employer funded paid parental leave; and
  - (d) 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.

- (vi) A permanent employee covered by this Agreement 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;
- (a) leave on full pay for a period determined and set by reference to sub-clause 23(iv), and
  - (b) 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.
- (vii) 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 per sub-clause 23(iv).
- (viii) 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 and;

- (a) In relation to 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.
- (b) In relation to the adoption of a child or children, is to be taken within 30 days of the placement of the child or children.

For a part-time teacher payment for the ten (10) days shall be based on the FTE load that the part time teacher was undertaking immediately prior to the commencement of the leave.

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

#### **24. PERSONAL LEAVE**

- (i) For the life of this Agreement this clause applies in addition to Chapter 2, Part 2.2, Division 7, Personal Leave of the *Fair Work Act 2009*.

- (ii) **Evidence Requirement**

For absences of more than two consecutive work days i.e. for the third consecutive work 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.

- (iii) **Commencing Teachers**

Upon commencement of employment teachers employed under this Agreement, other than casuals or fixed term (or replacement) teachers engaged for a period of less than six (6) months, will be credited with a personal leave balance of equal to one (1) working week (based on their commencing FTE).

**PROVIDED THAT** a commencing teacher credited with personal leave in this manner will not accrue any further personal leave during the first six (6) months of his or her employment and will revert to the accrual method prescribed in Division 7, sub-clause 96(2) of the *Fair Work Act 2009* if employment continues beyond six (6) months.

#### **25. SCHOOL HOLIDAY LEAVE, ANNUAL LEAVE AND ANNUAL LEAVE LOADING**

- (i) Part-time and full-time employees who work a full year covered by this Agreement are entitled to four (4) weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with, school holiday leave.
- (ii) Provided the provisions of sub-clause 25(i) are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each calendar year during the life of this Agreement.
- (iii) From 1 January 2019 annual leave loading will be incorporated into the fortnightly salary. The annual leave loading component of the employee's salary will be calculated in accordance with the provisions of sub-clause 23.5 of the *Educational Services (Teachers) Award 2020*. In accordance with the Award requirements employees will be advised of the arrangement in letters of appointment.

## 26. RETURNING FROM LEAVE

- (i) A staff member returning from long-term leave, including parental leave does so in the position of "teacher". The allocation of duties (including the year group) remains the prerogative of the employer, who shall consider the wider needs of the School as well as the teacher's qualifications.

Note: For the purposes of this section long-term leave means any period of leave in excess of six (6) months.

- (ii) In relation to clause 26(i), the allocation of any part time teaching load and duties depends on the suitable part time positions that are readily available at the time of the teacher's return to work.
- (iii) Teachers who return to work after a period of long-term leave are entitled to resume the promotional duties and/or positions of responsibility they undertook immediately prior to the commencement of the leave period.

**PROVIDED THAT** their appointment has not lapsed during their absence and/or the manner of their engagement following the return to work will reasonably allow them to effectively and properly carry out the duties of the position and/or responsibility. In some instances, promotional duties and/or positions of responsibility will not be suitable for employees who return in a part time capacity.

## 27. RENEWAL LEAVE

- (i) **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 sections 15 and 16 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.

(ii) **Philosophy**

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

(iii) **Application to Participate**

- (a) A permanent employee with a minimum of two (2) years' continuous service may apply to participate in the RLS.
- (b) Application is to be made using the School's RLS application form.
- (c) Approval of an 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 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.
- (d) 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.
- (e) Where an employee's application to participate in the RLS is unsuccessful they shall be notified in writing of the decision.
- (f) 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 paragraph 27(v)(c)(3) or clause 27(xiv), and again wishes to participate in the RLS, a fresh application must be made.

(iv) **Participation**

A participant in the RLS shall;

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

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

(v) **Suspension**

- (a) Where a participant in RLS agreement proceeds on anyone (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 paragraph 27(vii)(a)(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.

- (b) Where an RLS agreement is suspended in accordance with the provisions of sub-clause 27(v)(a) the suspension shall cease upon the employee's return to normal duties

- (c) Where an RLS agreement is suspended in accordance with the provisions of sub-clause 27(v)(a) 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:
  - (i) The duration of suspension of the existing RLS agreement (to the nearest week).
  - (ii) 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.
  - (iii) 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.
  - (iv) 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:
  - (i) The RLS agreement shall be terminated with effect from the date of commencement of the suspension period.
  - (ii) The employee shall resume their normal employment arrangement from the day they resume normal duties.
  - (iii) 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.
  - (iv) 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.

(v) **Leave Period Payment Variations**

- (a) 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.
- (b) Details of how general variations shall be calculated are available upon request.
- (c) 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.

(vi) **Long Service Leave**

- (a) 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.

- (b) If a participant chooses to be paid in accordance with sub-clause 27(vi)(a)(2), the leave accrual period will be suspended in accordance with the requirements of clause 27(v).

(vii) **Salary Increments**

The salary increments detailed in Section 15 shall apply to a RLS participant.

(viii) **Superannuation**

- (a) 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.
- (b) 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.

(x) **Deductions**

- (a) 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.).
- (b) 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.).

(xi) **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;

- (a) the accrued leave and other entitlements owing to the participant at the date of termination; plus
- (b) the salary and allowances set aside during the leave accrual period as payment toward the leave period; less
- (c) any monies relating to 27(xi)(b) already paid to the participant during the leave period;

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

(xii) **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.

(xiii) **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.

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

With the exception of circumstances where sub-sub-clause 27(v)(c)(3) applies, withdrawal from RLS agreement must be by mutual written agreement between the parties.

**28. BEREAVEMENT AND COMPASSIONATE LEAVE**

- (i) Where a member of an employee's immediate family dies the employee shall be entitled to 5 days paid bereavement leave in accordance with the provisions set out in Sub-section 104(c) of the *Fair Work Act 2009*.
- (ii) Where a member of an employee's immediate family is diagnosed with a life-threatening illness, the employee shall be entitled to 2 days paid 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. SPECIAL LEAVE**

**29.1 Leave to Deal with Family and Domestic Violence**

- (i) A full-time employee, other than a casual employee, 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 (Teachers) Award 2020* shall apply.
- (ii) A part-time employee, other than a casual employee, shall be entitled to pro-rata entitlement to the 5 days leave based on his or her FTE.
- (iii) Leave to deal with family or domestic violence does not accrue from year to year.
- (iv) A casual employee covered by this Agreement requiring access to leave to deal with family and domestic violence shall be entitled to the unpaid leave provisions set out in clause 27 of the *Educational Services (Teachers) Award 2020*.

**29.2 Communicable Diseases Leave**

- (i) An employee, other than a casual employee, 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.
- (ii) A part-time employee, other than a casual employee, shall be entitled to pro-rata entitlement to the 5 days leave based on his or her FTE.
- (iii) Communicable diseases leave does not accrue from year to year.
- (iv) An application for Communicable Diseases Leave must be accompanied by a:
  - (a) 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
  - (b) 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.

- (v) 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 ( <i>Entamoeba histolytica</i> ) | 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                                     |   |

- (vi) 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.
- (vii) Casual employees covered by this Agreement are excluded from applying to Communicable Diseases Leave. In lieu of this exclusion a casual employee, 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 clause 29.2(iv). 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 clauses 29.2(i) and 29.2(ii).

### 29.3 Pandemic Leave

#### Application

This section applies to Teachers including Casual Teachers.

#### Definitions

For the purposes of this Clause:

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

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

#### Operation of this Section

- (i) This Section becomes operative when the Tasmanian Director of Public Health declares a Public Health Emergency for the State of Tasmania in relation to a pandemic.

- (ii) Where, under the scope of the declared Public Health Emergency a Teacher, including a Casual Teacher, covered by this Agreement.
  - (a) is required to isolate and/or quarantine away from the School in accordance with the published Public Health orders in force at the time of the period of isolation and/or quarantine; or
  - (b) has developed symptoms consistent with those described by the Tasmanian Public Unit for the pandemic disease and is absent from work;
    - (1) in order to be tested; or
    - (2) awaiting the results of the test; or
  - (c) has received their test results which confirm they have contracted the pandemic disease;

they will, in relation to an absence as a result of any of the situations described in sub-clauses 29.2(ii)(a) to (c) above, or any combination thereof, be entitled to up to 2 weeks (10 weekdays for a Full-Time Teacher, pro-rata for a Part-Time Teacher, and missed rostered shifts for a Casual Teacher during an absence of up to two weeks) Paid Pandemic Leave in a Service Year (or in the case of a Casual Teacher, without loss of earnings), subject to the specific directions/prescribed requirements of the Public Health Unit in force at the time of the absence. This leave does not accumulate and is only accessible each service year.

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

#### **29.4 Exceptional Personal Circumstances Leave**

- (i) A full-time employee, other than casual employee, covered by this Agreement shall be entitled to up to 5 days paid leave per calendar year to deal with exceptional personal circumstances.
- (ii) A part-time employee, other than a casual employee, shall be entitled to pro-rata entitlement to the 5 days leave based on his or her FTE.
- (iii) Exceptional personal circumstances leave does not accrue from year to year.
- (iv) 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.
- (v) 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.
- (vi) 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.

### 30. LEAVE WITHOUT PAY

Approval for leave without pay (LWOP) is at the sole discretion of the Employer. An Employee may be granted unpaid leave at such a time, period and purpose as may, in the opinion of the Employer, be convenient to the School. Except in the case of an emergency all applications for leave without pay will be made in writing to the Employer at least 12 weeks before such leave is required. However, in case of an emergency, the Employer may waive this notice.

### 31. PERFORMANCE MANAGEMENT AND MISCONDUCT

The principles of fairness, transparency and consistency shall underpin the application of any performance or conduct management process initiated by the Employer in relation to an Employee. Performance and Conduct Management is set out in the Hutchins School Performance Management Policy and subsequent procedure. The parties to the Agreement are committed to job security for teachers. Despite this, the parties recognise that circumstances may arise where Performance Management or serious and wilful misconduct of an Employee under this Agreement may occur. In these circumstances Performance Management and or disciplinary action may be necessary in accordance with the School's Performance Management Policy and related procedure. The School will ensure this Policy and related procedure is made available to all Employees under this Agreement and are in accordance with the *Fair Work Act 2009* and *The Educational Services (Teachers) Award 2020* Dispute Resolution clause 31.

### 32. EDUCATIONAL INNOVATIONS GRANT SCHEME

- (i) In each calendar year of the life of this Agreement the Headmaster (or his or her nominated delegate) shall provide the opportunity for a member of the School's teaching staff to apply for an Educational Grant to fund a project of significant educational innovation and value to the School.
- (ii) The Headmaster will initiate the application process in Term 3 of the year preceding the year in which the project is to be undertaken.
- (iii) Applications are to include a detailed project plan and a full costing of the intended project and will be assessed by the Headmaster in consultation.
- (iv) Projects may be of any duration up to one (1) school year and all matters associated with the project must be completed by the last day of the school year of the year the project is undertaken.
- (v) The maximum value of an Educational Innovations Grant is to be \$5,000.
- (vi) Applications for projects that are costed at over \$5,000 shall not be considered.
- (vii) All work undertaken as part of the project is voluntary and is outside the scope of the Contact Time, Teachers Duties and Co-curricular and Extra-curricular Duties sections of this Agreement. No additional payment will be made to the project leader, or any other teacher, as a result of his or her involvement in an educational innovations project.

**PROVIDED THAT** where it is agreed by both the employer and the teacher that time release is necessary the extent and duration of the time release is subject to negotiation and agreement between the parties. In the absence of such agreement the employer is not obliged to provide time release.

- (viii) The Headmaster will have full control of the project funds for the duration of the project and is entitled to take any steps he or she believes are necessary to ensure the forecast project costs and grant amount are not exceeded.
- (ix) The Headmaster retains the right not to award a grant in any year where:
  - (a) the project applications submitted are assessed by the Headmaster as not meeting the necessary standard or criteria (i.e. a project of significant educational innovation and value to the School); or
  - (b) no applications are received.

### 33. 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.

### 34. OVERNIGHT ALLOWANCE AND CAMP PREPARATION TIME

- (i) For the life of this Agreement Teachers (other than Outdoor Educational Teachers) will be paid an allowance of \$50.00 per night for each night they are away from home as a result of participating in an overnight student camp.
- (ii) Where a Teacher responsible for organising a camp is required to be away from school/home **for a period of four consecutive nights** or more due to his or her participation in organising an overnight student camp, the Teacher will also be entitled to a half day of release from the Teacher's allocated contact time and other duties to allow for preparation;
  - (a) during the afternoon of the school day immediately preceding the camp commencement date; and
  - (b) during the morning of the school day immediately following the camp conclusion date.

**PROVIDED THAT** where a Part-Time Teacher qualifies for this preparation release time and is not rostered to work on the day immediately preceding the commencement of the camp and/or the day immediately following the conclusion of the camp the release time will be taken on the next available school day on which the Teacher is rostered to work. Preparation release time is also not applicable when the participation in organising the camp is a requirement of the employee's Position of Responsibility.

- (iii) The camp allowance is not payable to outdoor education staff or volunteers attending a Power of 9 camp.

### 35. ABSORPTION OF FAIR WORK COMMISSION ADJUSTMENTS

**PROVIDED THAT** salaries do not fall below those specified in the *Educational Services (Teachers) Award 2020* the Fair Work Commission adjustments granted during the life of the Agreement will be absorbed in the salary levels applicable under this Agreement.

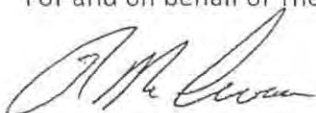
**36. NO FURTHER CLAIMS**

The employees covered by this Agreement undertake that for the duration of the Agreement no further claims will be made on the School in respect of wages or working conditions covered by this Agreement and the *Educational Services (Teachers) Award 2020*.

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

**37. SIGNATORIES**

For and on behalf of The Hutchins School Board of Management



**Dr Rob McEwan**

Headmaster

71 Nelson Road, Sandy Bay, TAS 7005

Date 14/12/2021

For and on behalf of the teachers employed by the employer under the scope of the *Education Services (Teachers) Award 2020*.

**Dr Adam James**

Teacher and the nominated representative of teachers

71 Nelson Road, Sandy Bay, TAS 7005

Date 14/12/2021

