



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Launceston Preparatory School Inc. T/A The Launceston Preparatory School
(AG2022/3906)

THE LAUNCESTON PREPARATORY SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER CIRKOVIC

MELBOURNE, 30 SEPTEMBER 2022

Application for approval of the The Launceston Preparatory School(Teachers) Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *The Launceston Preparatory School (Teachers) Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Launceston Preparatory School Inc. T/A The Launceston Preparatory School. The Agreement is a single enterprise agreement.

[2] The Form F17 declaration was declared by Mr Michael Shorter, an external consultant and not an officer or authorised employee of the employer. While not strictly in compliance with rule 24(1) of the *Fair Work Commission Rules 2013* (the Rules), the Employer has submitted a signed letter of authority which allows Mr Shorter to make the declaration on its behalf. Per Rule 6 of the Rules, I waive compliance with the requirement for an officer or authorised employee to make the F17 declaration.

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

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[6] The Agreement was approved on 30 September 2022 and, in accordance with s.54, will operate from 7 October 2022. The nominal expiry date of the Agreement is 31 December 2025.



COMMISSIONER

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Annexure A



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27th September 2022

IN THE FAIR WORK COMMISSION

FWC Matter No. **AG2022/3906**

Applicant: The Launceston Preparatory School Inc.

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

We, Leonie McNair and Harriet Thyne (Co-Principals) have the authority given to us by The Launceston Preparatory School Inc. to give the following undertaking with respect to The Launceston Preparatory School (Teachers) Enterprise Agreement 2023 ("the Agreement"):

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

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



Leonie McNair

and



Harriet Thyne

Date: 27th September 2022

PART A – Application and Operation

1. Agreement Title

This Agreement shall be known as *The Launceston Preparatory School (Teachers) Enterprise Agreement 2023*.

2. Arrangement

This Agreement is arranged as follows:

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

PART A – Application and Operation

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PART A – Application and Operation

3. Definitions

Act means the Fair Work Act 2009.

Agreement means *The Launceston Preparatory School (Teachers) Enterprise Agreement 2023*.

Annual Salary Increase means the percentage increase applied to the salary scale in accordance with the provisions of Section 23 herein.

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

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

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

Co-Principals means the Employees appointed by the School Board to share the day-to-day managerial responsibilities of the Employer. For clarity, the Co-Principals are not covered by this Agreement.

Employer means The Launceston Preparatory School Inc.

Employee means a person employed as a Teacher at The Launceston Preparatory School.

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

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

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

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

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

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

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

PART A – Application and Operation

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

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

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

Promotional Salary Scale means Highly Accomplished Salary Scale.

Regulations means the Fair Work Regulations 2009.

School means The Launceston Preparatory School Inc.

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

School Year means 1st January to 31st December.

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

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

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

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

4. Agreement Commencement Date and Period of Operation

This Agreement commences on 1 January 2023 or seven days after approval by the Fair Work Commission, whichever is the later. The nominal expiry date of the Agreement is 31 December, 2025.

PART A – Application and Operation

5. Coverage

5.1 Parties Bound

Subject to sub-section 5.2, this Agreement shall cover the Employer and Employees engaged as Teachers as defined in Section 3, including at the early learning service operated by the School, in respect of all work done for the Employer.

5.2 Exclusions

This Agreement shall not apply to;

- (a) persons appointed as Principals; and
- (b) persons engaged on an individual fee basis to instruct students of the School in the areas of music or other individual arts; and
- (c) sports coaches and trainers (unless appointed as Teachers); and
- (d) foreign language or LOTE Teachers engaged to instruct students on an individual basis e.g. conversation or other individual tuition; and
- (e) persons employed as teachers' aides.

6. Supersession

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

7. Job Security/Financial Viability

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

8. No Further Claims

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

9. Relationship to the NES

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

10. Relationship to the Award

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

PART A – Application and Operation

11. Agreement Flexibility

- (a) An Employer and an Employee (other than an Employee engaged as a Casual Teacher) covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the agreement deals with one or more of the following matters:
 1. arrangements about when work is performed;
 2. allowances;
 3. leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in sub-clause 9(a)(i); and
 - (iii) the arrangement is genuinely agreed to by the Employer and Employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by the Employer and Employee and if the Employee is under eighteen years of age, signed by the parent or guardian of the Employee; and includes details of:
 1. the terms of the Agreement that will be varied by the arrangement; and
 2. how the arrangement will vary the effect of the terms; and
 3. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen days after it is agreed to.

PART A – Application and Operation

- (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than twenty-eight days written notice to the other party to the arrangement; or
 - (ii) if, at any time, the Employer and Employee agree in writing.

12. Dispute Resolution

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

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Co-Principals or their respective nominee(s) in accordance with any procedures that have been adopted by the School. Both the Employer and the Employee may be represented for purposes of this Section.
- (b) Should the matter not be resolved, it may be referred by either party to the Fair Work Commission, or any person agreed between the parties, for conciliation.
- (c) During the conciliation the Commissioner may:
 - (i) arrange conferences of the parties or their representatives at which the Commissioner is present;
 - (ii) require the attendance of the parties or their representatives;
 - (iii) arrange for the parties or their representatives to confer among themselves at conferences at which the Commissioner is not present; and
 - (iv) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.
- (d) An Employee who is a party to a dispute must, while the dispute is being resolved:
 - (i) continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) comply with any reasonable direction given by the Employer to perform other available work, either at the same workplace or at another workplace.
- (e) In directing an Employee to perform other available work, the Employer must have regard to:
 - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that Employee or that other work; and
 - (ii) whether that work is appropriate for the Employee to perform.

PART B – Employment Terms

13. Categories of Employment

- (a) A person may be employed as a:
 - (i) Full-Time Teacher;
 - (ii) Part-Time Teacher;
 - (iii) Casual Teacher;
 - (iv) Temporary Teacher;
 - (v) Unqualified Teacher.

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

- (b) Teachers employed as Temporary Teachers may work:
 - (i) Full-Time; or
 - (ii) Part-Time; andwill be employed on either a:
 - (i) Fixed-Term contract; or
 - (ii) Maximum-Term contract;the choice of which remains at the discretion of the Employer.

14. Terms of Engagement

14.1 Letter of Appointment

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

PART B – Employment Terms

14.2 Direction

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

14.3 Duties

- (a) In addition to duties associated with teaching, learning, assessment and reporting, the duties of Teachers will include, though are not necessarily limited to, playground duties, sports duties, attending school camps, excursions, student performances, parent/teacher and staff meetings, administration and assembly duties, pastoral care duties, school designated professional development training and/or meetings, attending weekly staff meetings from 3.30pm – 5.00pm on the designated day, and extra-curricular activities.
- (b) A Part-Time Teacher shall undertake the normal duties described above proportional to their face to face teaching load as required by the School over the course of the year. The School will attempt to assist a Part-Time Teacher to meet these requirements by consulting with the Teacher regarding the timing of such commitments. However, it is expected that a Part-Time Teacher will attend any events that he/she has been involved in organising or that involve students in his/her home group, even if that event falls outside the Teacher's normal part-time hours.
- (c) If a Part-Time Teacher is required to attend duties on a day that they do not normally attend and that attendance is in addition to their normal pro rata duties the Teacher shall be paid for such attendance at the Teacher's normal rate of pay.
- (d) In considering pro rata duties, regard shall be had to whether the Teachers at the School normally perform those duties in addition to or in substitution for teaching duties.

14.4 Meal Breaks and Additional Duties

- (a) An Employee shall be entitled to an unpaid meal break of thirty consecutive minutes no later than five hours after commencing work.
- (b) Notwithstanding the provisions set out in clause 14.4(a) an Employee may be required (in order to fulfil the School's duty of care obligations), requested, or may elect, to undertake additional duties during his or her meal break. For the purpose of this clause additional duties shall include, but may not be limited to, playground duties, meetings or co-curricular activities, or similar activities undertaken during the School's recess or lunchtime periods.
- (c) For the purpose of calculating an Employee's total ordinary hours of work, additional duties undertaken during a meal break shall be counted as work time.

Provided that additional duties shall not be counted as work time, or work, in respect of clause 14.4(a) herein. For clarity, the School's recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

PART B – Employment Terms

14.5 Release Time

- (a) A Full-Time Teacher shall be entitled to two clear hours per fortnight free from classroom duties for preparation and marking.
- (b) A Part-Time Teacher shall be entitled to pro-rata time free from classroom duties based on his or her FTE (i.e. FTE x 2.00 hours per fortnight).

Provided that this clause does not apply to a Casual Teacher appointed for less than a week.

- (c) A Teacher who agrees, or is directed, to sacrifice his or her fortnightly free-from-classroom time is entitled to compensation for each hour sacrificed. The hourly payment rate for the compensation is to be calculated in accordance with the following formula:

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

15. Probation

15.1 Teachers, other than Temporary Teachers

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

15.2 Temporary Employees

- (a) At the discretion of the Employer, a Temporary Teacher may be required to complete a probation period upon commencement of employment. Where a probationary period of employment is deemed necessary the duration of the probation period will be determined by the employer and communicated to the prospective employee in the written offer of employment.
- (b) Subject to clause 15.2(c), where a Temporary Teacher is absent, other than on paid leave, during the probation period for any period(s) exceeding two consecutive weeks the probationary period may be extended by the total period(s) of absence.

PART B – Employment Terms

- (c) Where the application of clause 15.2(b) would extend the probation period beyond the termination date for the Temporary Teacher's contract clause 15.2(b) shall have no effect.
- (d) Where a probationary period is set for a Temporary Teacher, the continuation of employment beyond the probation period is subject to successful completion of their probation.
- (e) Nothing in this section prevents an Employer from terminating the employment of a Temporary Teacher during the probation period where it is deemed necessary. Where a Teacher's employment is terminated during his or her probation the provisions of Section 18 herein shall apply.

15.3 Casual Teachers

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

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

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

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

- (a) The Employer cannot vary a Part-Time Teacher's FTE or days of attendance unless:
 - (i) the Part-Time Teacher consents; or
 - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum

PART B – Employment Terms

- (b) Where the requirements of clause 17(a) are satisfied, the Employer shall initiate the variation and;
 - (i) provide the Part-Time Teacher seven weeks' notice in writing of date of effect of the variation; or
 - (ii) where such variation results in a reduction in the Part-Time Teacher's salary shall maintain his or her salary for a period of seven weeks.
- (c) Where the variation initiated in accordance with clause 17(b);
 - (i) is made without the Part-Time Teacher's consent; and
 - (ii) reduces the Part-Time Teacher's existing hours by 25% or more:
the Teacher shall be entitled to a redundancy determined in accordance with the provisions of Section 20 herein.

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

18. Termination of Employment

18.1 Notice of Termination

- (a) Subject to clause 18.1(c) and sub-section 18.3, the employment of any Employee (other than an Employee engaged as a Casual Teacher) may be terminated by:
 - (i) The Employee giving seven School term weeks' notice in writing; or
 - (ii) The Employer;
 - 1. giving seven term weeks' notice in writing; or
 - 2. making a payment of seven weeks' salary in lieu of notice; or
 - 3. by giving part notice and part payment in lieu of notice equal to seven weeks.

Provided that such seven weeks' notice shall expire within the School term during which it is given.
- (b) In the case of a Temporary Teacher engaged for a period of one term or less, the notice period will be:
 - (i) four School term weeks for either party; or
 - (ii) the payment of four weeks in lieu of notice.

PART B – Employment Terms

- (c) The employment of any Employee (other than an Employee engaged as a Casual Teacher) may be terminated at any time in the first six months of the Employee's employment by:
 - (i) the Employer giving at least four School term weeks' notice; or
 - (ii) the Employer giving at least four School term weeks' notice or paying four weeks in lieu of notice.

18.2 Forfeiture

If an Employee fails to give notice in accordance with clause 18.1(a) or fails to work out the notice period, the Employer will have the right to withhold monies due, including any annual leave or long service leave payments, with the maximum amount equal to the ordinary rate of pay for the notice not worked and any outstanding balance becomes a debt due.

18.3 Summary Dismissal

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

18.4 Suspension

Notwithstanding any of the provisions in this Agreement, the Employer may suspend an Employee with pay while considering any matter which in the view of the Employer could lead to the Employee's summary dismissal.

18.5 Termination Job Search Entitlement

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

18.6 Exclusions

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

18.7 Statement of Service

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

PART B – Employment Terms

18.8 Monies Owing Upon Termination

Where an Employee has been overpaid and/or has received payments in advance to which he or she is not entitled at the date of termination the Employer is entitled to recover such monies from the final salary payment, provided the reason for the deduction is first explained to the Employee.

If a terminating Employee's final salary payment is insufficient to cover the overpayment, the Employer is entitled to recover the amounts owing prior to termination in accordance with the provisions of Section 35 herein.

19. Teacher Attendance

19.1 Maximum Attendance Days

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

19.2 Circumstances not Counted as Attendance Days

The following circumstances are not included when calculating the 200 Employee attendance days.

- (a) co-curricular activities that are conducted on a weekend;
- (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-Term Weeks;
- (c) when the Employee appointed to a leadership position is performing duties in Non-Term Weeks that are directly associated with the leadership position;
- (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an Employee may be recalled to perform duties relating to their position.

19.3 Notice of Attendance Days

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

PART C – Redundancy and Consultation

20. Redundancy

20.1 Application

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

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

20.2 Notice of Redundancy

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

20.3 Redundancy Payment

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

Provided that where an Employee has completed at least ten years of continuous service with the Employer as at the date of his or her termination due to redundancy, they shall be entitled to a redundancy pay equal to 16 weeks, as opposed to the 12 weeks specified by the Act.

PART C – Redundancy and Consultation

20.4 Redundancy Job Search Entitlement

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

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

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

20.5 Teacher Leaving During the Redundancy Notice Period

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

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

20.6 Transfer to Lower Paid Duties

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

20.7 Alternative Employment

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

PART C – Redundancy and Consultation

21. Consultation Regarding Major Change

21.1 Employer's Duty to Notify and Discuss

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

21.2 Discussions with Teachers and their Representatives

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

PART C – Redundancy and Consultation

22. Consultation Regarding Rostering and/or Ordinary Hours

22.1 Purpose

The purpose of this sub-section is to ensure that consultation occurs in circumstances where;

- (a) the Employer is considering changing a Part-Time Teacher's (or a Temporary Teacher working Part-Time) regular roster and/or ordinary hours of work; and
- (b) the redundancy provisions set out in Section 20 herein do not apply.

22.2 Rostering or Ordinary Hours Consultation

- (a) Where the requirements of sub-section 22.1 are met, the Employer will consult with the affected Teacher about the proposed change to his or her regular roster and/or ordinary hours of work. In doing so, the Employer shall:
 - (i) provide information to the affected Teacher about the change; and
 - (ii) invite the affected Teacher to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views that are given by the Teacher.
- (b) A Teacher may be represented for the purposes of consultation under this sub-section.
- (c) Where the proposed change is to apply to more than one Part-Time Teacher the Employer may consult with the Teachers as a group where it is appropriate to do so.

PART D – Annual Salary Increases and Date of Effect

23. Annual Salary and Allowance Increases

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

Year	Percentage Annual Salary Increase
2023	3.00%
2024	3.00%
2025	3.00%

Provided that the salary increase to apply in each of 2024 and 2025 may be subject to consultation within the School, provided that the percentage figure to apply in each year must be determined no later than 30 September of the preceding calendar year.

- (b) Where a percentage increase is applied to the salary scale of the Employer in accordance with the requirements of clause 23(a) in any School Year, the same percentage increase shall be applied to any responsibility or management allowances from the same effective date.

24. Date of Effect

The salary increases detailed in Section 23 shall be applied to the Employer's existing salary scale from the first full pay period commencing on or after 1 March each year.

PART E – Classifications, Entry Points and Progression

25. Classification Scales

For the life of this Agreement the School shall observe the Graduate, Proficient and Highly Accomplished Teacher classification scale (GPHA scale), set out in Schedule One of this Agreement. The scale also includes the classification of an Unqualified Teacher.

26. Salary Scale

For the life of this Agreement the Employer is required to observe, subject to the requirements of Sections 23 and 24 herein and the proviso below, the salary scale set out in Schedule Two of this Agreement.

Provided that the P2 annual salary rate detailed in the salary scale maintained by the Employer in accordance with this clause remains equal to or above the Level 4 annual salary rate specified by the Award. Any salary or allowance increases handed down by the Fair Work Commission as part of the Annual Wage Review process each year may be absorbed into the Employer's existing salary rates. Where the P2 annual salary rate detailed in the Employer's salary scale falls below the Level 4 annual salary rate specified by the Award, the Employer's P2 rate should be adjusted to match the Award Level 4 annual salary rate and all other classification salary rates should be adjusted by the same percentage to maintain the existing relativities.

27. Entry Points for Commencing Teachers

27.1 Commencing Unqualified Teachers

- (a) An unqualified Teacher shall commence on Step U1 and shall not progress beyond Step U2 until he or she successfully completes a tertiary qualification which recognises them as a Four-Year or Five-Year Trained Teacher.

Provided that, upon qualification an Employee with previous work experience as an Unqualified Teacher may only enter the graduate scale in accordance with the provisions set out in Sub-section 27.2 herein.

27.2 Commencing Graduate Teachers

- (a) A Graduate Teacher who is recognised as a Four-Year Trained Teacher, without prior teaching experience, shall commence employment on Step G1.
- (b) A Graduate Teacher who is recognised as a Five-Year Trained Teacher, without prior teaching experience, will commence employment on Step G2.
- (c) A Graduate Teacher without prior teaching experience who:
- (i) satisfies the requirements of clause 27.2(b); and
 - (ii) has completed further studies at an Australian University or the equivalent as determined by the National Office of Overseas Skills Recognition or the Teachers Registration Board Tasmania or, in

PART E – Classifications, Entry Points and Progression

the case of Early Childhood Teachers, the relevant licensing and accreditation authority;

shall commence employment on Step G2.

28. Entry Points for Experienced Graduate Teachers

28.1 Definitions

For the purpose of this clause:

Year means the equivalent of one year of Full-Time Equivalent Teaching Experience, calculated in accordance with the requirements of Section 30 herein.

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

Four YTGT means a Four-Year Trained Graduate Teacher.

Five YTGT means a Five-Year Trained Graduate Teacher.

28.2 Entry Points

The entry point of a Graduate Teacher with prior Teaching Experience shall be determined by reference to the following table.

	Completed Years of Full-Time Teaching Experience and the Corresponding Entry Point	
	Four YTGT	Five YTGT
< 1 Year	G1	G2
1 Year to < 2 Years	G2	G3
2 Years to < 3 Years	G3	G4
3 Years to < 4 Years	G4	G5
4 Years to < 5 Years	G5	G6
5 Years to < 6 Years	G6	G7
6 Years to < 7 Years	G7	G8
7 Years or More	G8	

PART E – Classifications, Entry Points and Progression

29. Entry Points for Registered Teachers

29.1 Definitions

For the purpose of this Section:

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

Year means the equivalent of one year of Full-Time Equivalent Teaching Experience, calculated in accordance with the requirements of Section 31 herein.

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

29.2 Entry Points for Four-Year Trained Registered Teachers

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

Completed Years of Full-Time Teaching Experience Since Graduation*	Time of Obtaining Full Teacher Registration		
	Full Teacher Registration obtained within 4 years of initial employment as a Graduate Teacher.	Full Teacher Registration obtained more than 4 years, but less than 6 years after initial employment as a Graduate Teacher	Full Teacher Registration obtained more than 6 years after initial employment as a Graduate Teacher
< 1 Year	G3	Not Applicable	Not Applicable
1 Year to < 2 Years	G4		
2 Years to < 3 Years	G5		
3 Years to < 4 Years	G6		
4 Years to < 5 Years	G7	G6	Not Applicable
5 Years to < 6 Years	G8	G7	
6 Years to < 7 Years	P1	G8	G7
7 Years to < 8 Years	P2	P1	G8
8 Years to < 9 Years	P2	P2	P1
9 Years or More	P2	P2	P2

* Or equivalent cumulative part-time teaching experience.

PART E – Classifications, Entry Points and Progression

29.3 Entry Points for Five-Year Trained Registered Teachers

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

Completed Years of Full-Time Teaching Experience Since Graduation*	Time of Obtaining Full Teacher Registration		
	Full Teacher Registration obtained within 3 years of initial employment as a Graduate Teacher	Full Teacher Registration obtained more than 3 years, but less than 5 years after initial employment as a Graduate Teacher	Full Teacher Registration obtained more than 5 years after initial employment as a Graduate Teacher
< 1 Year	G4	Not Applicable	Not Applicable
1 Year to < 2 Years	G5		
2 Years to < 3 Years	G6		
3 Years to < 4 Years	G7	G6	
4 Years to < 5 Years	G8	G7	
5 Years to < 6 Years	P1	G8	G7
6 Years to < 7 Years	P2	P1	G8
7 Years to < 8 Years	P2	P2	P1
8 Years or More	P2	P2	P2

* Or equivalent cumulative part-time teaching experience.

30. Calculation of Prior Full-Time Teaching Experience

30.1 Definitions

For the purpose of this Section

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

PART E – Classifications, Entry Points and Progression

30.2 Calculating Prior Full-Time Equivalent Teaching Experience

- (a) For the purpose of calculating prior Full Time Equivalent Teaching Experience the following should be identified and aggregated:
- (i) Any periods of service as a Full-Time Teacher (including employment as a Temporary Full-Time Teacher); and
 - (ii) Any periods of service as a Part-Time Teacher (including a Temporary Part-Time Teacher) calculated by reference to the ratio which the number of hours taught by the Teacher in any year bears to the normal number of hours taught by a Full-Time Teacher at the School in the same year; and
 - (iii) Any periods of service as a Casual Teacher shall be calculated on the basis that 200 casual days are equivalent to one year of Full-Time teaching service.
- (b) In addition to the service periods described in clause 30.2(a) an Employer should also count:
- (i) Any periods of service as a Teacher in the United States, United Kingdom, Ireland, Canada and New Zealand; and
 - (ii) Any periods of service as a Teacher in other English speaking countries in which the Teacher Education Qualifications are recognised by the Australian Institute for Teaching and School Leadership (AITSL) as equivalent to Qualifications from an Australian university, shall be recognised in accordance with the principles set out in clause 30.2(a) and subject to the teaching service being in a recognised school or equivalent.
- Provided that* if a School recognises on appointment prior teaching service other than as set out above, such service shall be deemed to be equivalent teaching service with that School.
- (c) For the purpose of calculating the Full Time Equivalent Years of Service referred to in clauses 30.2(a) and (b) periods of leave without pay and parental leave shall not count as service.
- (d) In order to establish, to the satisfaction of the School, the employment history of a Teacher, the Teacher shall provide documentation to establish his or her qualifications and length of service in schools as provided in clauses 30.2(a) and (b) herein. The period so established shall be taken to be the length of such service.
- (e) When the requirements of clauses 30.2(a) to (d) have been completed, the Teacher's aggregated Teaching Experience should be converted to the equivalent of full-time years of service. This figure shall be considered the Teacher's prior Full Time Teaching Experience for the purpose of calculating entry points in accordance with Sections 28 or 29 herein.

PART E – Classifications, Entry Points and Progression

31. Service Progression Within Classification Scales

31.1 Definitions

For the purpose of this section:

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

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

31.2 Service Progression Steps

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

Service Progression Steps Within Each Classification Scale			
Teacher Classification Scale	No. of "Service" Steps	Existing Step	Progression Step
Unqualified Scale	1	U1	U2
Graduate Scale	6	G1	G2
		G2	G3
		G3	G4
		G4	G5
		G6	G7
		G7	G8
Proficient Scale	1	P1	P2
Highly Accomplished Scale	0	HAT	

(a) Full-Time and Part-Time Teachers with an FTE of 0.50 or more shall progress in accordance with the above table:

- (i) Upon the completion of a Full School Year of Continuous Service at the "Existing Step"; and
- (ii) Subject to the Teacher's satisfactory performance during that period.

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

PART E – Classifications, Entry Points and Progression

- (b) Part-Time Teachers with an FTE of less than 0.50 shall progress in accordance with the above table;
- (i) Upon the completion of two full School Years of Continuous Service at the “Existing Step”; and
 - (ii) Subject to the Teacher’s satisfactory performance during that period.
- (c) Where a Teacher is working concurrently in a teaching role with more than one Employer the Employee may aggregate the FTEs to determine his or her Total FTE for the purpose of determining the entitlement to progression within a classification scale. Where an Employee intends to rely on this process he or she must provide to the first Employer satisfactory evidence of his or her employment with the second or subsequent Employer, details of the teaching role undertaken with that Employer and both the current FTE and period of employment in the role. Where there is more than one other Employer involved the Employee is required to provide this evidence for each additional Employer.
- (d) Where a Full-Time or Part-Time Teacher proceeds on leave without pay during the course of the School Year their FTE will be adjusted accordingly by application of the following formula.

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

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

The result of the calculation shall be the Teacher’s adjusted FTE for the purpose of determining his or her entitlement to service progression in accordance with the provisions of clauses 31.2(b) or 31.2(c) herein.

32. Progression Between Classification Scales

32.1 Unqualified Teacher to Graduate Teacher

- (a) An unqualified Teacher shall not progress beyond Step U2 until the Employee successfully completes a recognised qualification as a Four Year or Five Year Trained Teacher.
- (b) Upon the provision of appropriate evidence of his or her graduation as a Teacher, the Employee will be reclassified in accordance with the procedure set out in Sub-section 32.2 herein.

PART E – Classifications, Entry Points and Progression

32.2 Graduate Teacher to Proficient Teacher

- (a) The School will provide appropriate support to Graduate Teachers who are working toward achieving full registration under the *Teachers Registration Act 2000*. This support may include providing a mentor Teacher and will involve regular feedback in relation to the Teacher's progress. A Teacher who is provided with this support will work co-operatively with the School in relation to the assessment process including participating in classroom observations, feedback meetings and adhering to deadlines set by the School for the provision of evidence.
- (b) A Graduate Teacher shall upon:
- (i) achieving full registration under the *Teachers Registration Act 2000*; and
 - (ii) providing official notification of full registration to his or her Employer;

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

Scale Step Range	Progression Details
G1 to G4	A two-step progression at the commencement of the following year plus any service based progression due to the Teacher at that time.
G5 to G6	A one-step progression at the commencement of the following year plus any service based progression due to the Teacher at that time.
G7 to G8	The service based progression due to the Teacher at that time.

- (c) The requirement for a Teacher to hold his or her full registration under the *Teachers Registration Act 2000* (hereafter referred to as "full registration") in order to progress from Step G8 to Step P1 shall not apply to;
- (i) A Teacher who was employed by the Employer immediately prior to 1 January, 2020 and has been continuously employed by the Employer since that time; or
 - (ii) A Teacher whose employment with the Employer commences on or after 1 January 2020 and is appointed to either the G7 or G8 Scale Step upon his or her commencement.

Provided that a Teacher who progresses to Steps P1 or P2 without his or her full registration will not be able to apply for entry to the HAT classification in accordance with the provisions of clause 32.3(a) herein.

PART E – Classifications, Entry Points and Progression

32.3 Proficient Teacher to Highly Accomplished Teacher

If a Tasmanian certifying authority develops, during the life of this Agreement, a Highly Accomplished Teacher (HAT) assessment/ accreditation process which is accessible to Teachers employed in Tasmanian Independent Schools the following Agreement provisions shall come into force:

- (a) A Teacher, who is classified as a Proficient Teacher and has completed a minimum of two years full-time service at the P2 classification step at the School may, with the support of his or her Employer make application to the appropriate authority to be assessed for accreditation/registration as a Highly Accomplished Teacher (HAT); and
- (b) Where a Teacher applies in accordance with sub-clause 32.3(a) and his or her application for accreditation/registration is successful, the Teacher shall be promoted to the HAT classification step at the commencement of the School Year following the receipt of his or her successful notification from the certifying authority; and
- (c) the application fee charged by the certifying authority is to be met by the Teacher.

Provided that where the Teacher's application for accreditation/ registration is successful, the application fee shall be refunded to the Teacher by the Employer, upon his or her promotion to the HAT classification step.

PART F – Other Payments and Salary-Related Matters

33. Salary Payment Rates

33.1 Annual Salary

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

33.2 Calculation of Weekly, Fortnightly and Monthly Salaries

- (a) The minimum annual salaries payable to Teachers classified in accordance with the provisions set out in Part D of this Agreement, shall be determined and recorded in the Salary Scale maintained by the Employer in accordance with the requirements of Section 26 herein.
- (b) Weekly salaries shall be ascertained by dividing the annual salaries by 52.18. Fortnightly salaries shall be ascertained by dividing the annual salaries by 26.09 and monthly salaries shall be ascertained by dividing the annual salaries by 12.

33.3 Temporary Teachers

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

33.4 Payment of Part-Time Teachers

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

33.5 Payment of Casual Teachers

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

Provided that the formulae set out in sub-clauses 33.5(a)(iii) and 33.5(a)(iv) may only be used to calculate the payment due to a Casual Teacher where the Teacher has also undertaken additional paid Part-Time Teaching work on that day and the combined Part Time and Casual hours worked is equal to or greater than half a day.

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

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

PART F – Other Payments and Salary-Related Matters

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

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

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

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

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

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

- (b) In calculating the Casual Teacher's minimum rates of pay in accordance with sub-clause 33.5(a) herein, the applicable Teacher's Classification Annual Salary Rate shall be determined by reference to the Salary Scale detailed in Schedule Two of this Agreement.

Provided that the maximum Teacher's Classification Annual Salary Rate which can be employed to calculate a Casual Teacher's minimum rates of pay in accordance with clause 33.5(a) shall be the P2 rate applicable on the day of work.

34. Payment of Salaries

- (a) The salary payable to any Teacher other than a Casual Teacher, shall be paid fortnightly. The Teacher's first and last instalments will be proportionate if necessary. The Employer may change both the pay period and date of payment with one term's notice of the intention to change the pay period and a further reminder to Teachers two weeks prior to the date on which the change will be implemented.
- (b) The salary payable to any Teacher, pursuant to this Section 34, shall be payable at the election of the Employer by either, cash, cheque or Electronic Funds Transfer into an account nominated by the Teacher.

35. Overpayments

- (a) Where it is identified that an Employee has been overpaid, for whatever reason, the Employer may, at their discretion, require the Employee to repay the overpaid amount.
- (b) Before commencing deductions/repayments the Employer must meet with the Employee and explain the circumstances of the overpayment.
- (c) In the absence of any exceptional financial circumstances which would demand an extended deduction/repayment period, the full monies owing should be deducted within six months of the meeting described in clause 35(b) herein.

PART F – Other Payments and Salary-Related Matters

36. Vehicle and Travelling Expenses

36.1 Vehicle Allowances

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

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

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

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

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

36.2 Reimbursement of Expenses

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

37. Professional Learning Expenses

Teachers at the School are expected to undertake regular Professional Learning to maintain a cycle of continuous reflection and improvement in line with the AITSL Australian Teacher Performance and Development Framework.

Applications for Professional Learning are to be submitted in writing to the Co-Principals.

37.1 Course Payment

If approved, the School will contribute to course payments as follows:

- (a) If the course is held in Launceston and surrounds, the course fee will be paid by the School.

PART F – Other Payments and Salary-Related Matters

- (b) If the course is held outside Launceston but within Tasmania, the course fee will be paid by the School and if the Teacher uses his or her own vehicle to attend the course, travel expenses will be paid as specified in Clause 36.1
- (c) If the course is held outside Tasmania, the course fee will be paid. The Teacher will be responsible for sourcing and paying for his or her own flights and accommodation.

37.2 First Aid Qualifications

- (a) Teachers at the School are expected to maintain current First Aid qualifications appropriate to a school setting, including CPR, Asthma and Anaphylaxis training.
- (b) The training referred to in clause 37.2(a) shall be provided at school prior to the commencement of each School Year and paid for by the School.
- (c) With prior approval of the Co-Principals, training courses held at other times throughout the year may be paid for by the School.

38. Responsibility Allowances

38.1 Administrative and Managerial Responsibilities

- (a) Where higher-level administrative or managerial responsibilities are allocated under an internally administered allowance scheme, the Employer will be responsible for maintaining, and making readily available, an annual responsibility allowance framework. This framework should detail the title of the allocated position of responsibility and the allowance paid for that School Year.
- (b) Under the framework referred to in clause 38.1(a) the minimum allowance payable, in addition to the incumbent Teacher's normal salary, shall be 3.00% of the Teacher's normal rate of pay applicable at the time.
- (c) Appointments to positions of responsibility may be seasonal, and therefore can be for less than a full year.
- (d) Where a Teacher is acting in a position of responsibility for less than 10 working days an allowance is not payable.

38.2 Overnight Supervision Responsibilities

Teachers who accompany students on overnight camps shall be paid an extra four hours of pay per day or part thereof for the duration of the camp, at the Teacher's normal rate of pay.

PART F – Other Payments and Salary-Related Matters

39. Remuneration Packaging

39.1 Application

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

39.2 Definitions

For the purposes of Section:

- (a) **Benefits** means the benefits nominated by the Employee from the benefits provided by the Employer and listed in clause 39.4(c) herein.
- (b) **Benefit Value** means the amount specified by the Employer as the cost to the Employer of the Benefit provided including Fringe Benefit Tax, if any.
- (c) **Fringe Benefit Tax** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

39.3 Conditions of Employment

Except as provided by this Section 39, Employees covered by this Agreement must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this Agreement.

39.4 Salary Packaging

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

- (a) the Benefits nominated by the Employee; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee or under sub-section 39.3, in the absence of an agreement under this Section 39.
- (c) The available Benefits are those made available by the Employer from the following list:
 - (i) superannuation.
- (d) The Employer must advise the Employee in writing of the Benefit Value before the agreement is entered into.

39.5 Impact of Leave

During the currency of an agreement under sub-section 39.4:

- (a) any Employee who takes paid leave on full pay shall receive the Benefits and salary referred to in clauses 39.4(a) and (b);
- (b) if an Employee takes leave without pay the Employee will not be entitled to any Benefits during the period of leave;

PART F – Other Payments and Salary-Related Matters

- (c) if an Employee takes leave on less than full pay he or she shall receive:
- (i) the Benefits; and
 - (ii) an amount of salary calculated by applying the formula:
$$A = S \times P\% - [(100\% - P\%) \times B]$$
where:
 - S = the salary determined by clause 39.4(b) herein.
 - P = the percentage of salary payable during the leave
 - B = Benefit Value
 - A = Amount of salary; and
- (d) any other payment under this Agreement, calculated by reference to the Employee's salary, however described, and payable:
- (i) during employment; or
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death,
- shall be at the rate of pay which would have applied to the Teacher under sub-section 39.3, in the absence of an agreement under clauses 39.4(a) and (b).

40. Superannuation

40.1 Superannuation Legislation

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

40.2 Employer Contributions

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

PART F – Other Payments and Salary-Related Matters

40.3 Voluntary Employee Contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the employee a specified amount from the post-taxation salary of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in sub-section 40.4.
- (b) An Employee may adjust the amount the Employee has authorised his or her Employer to pay from the salary of the Employee from the first of the month following the giving of three months' written notice to his or her Employer.
- (c) The Employer must pay the amount authorised under clauses 40.1(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 40.1(a) or (b) was made.

40.4 Superannuation Fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in sub-section 40.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in sub-section 40.2 and pay the amount authorised under clauses 40.1(a) or (b) to one of the following superannuation funds or its successor:

- (a) Non-Government Schools Superannuation Fund (NGS Super);
- (b) HESTA Super Fund;
- (c) CareSuper;
- (d) AustralianSuper;
- (e) Tasplan;
- (f) AMP Superannuation Savings Trust;
- (g) Concept One Superannuation Plan;
- (h) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (i) a superannuation fund or scheme which the employee is a defined benefit member of.

PART G – Leave, Public Holidays and Related Matters

41. Annual Leave

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

41.1 Accrual and Taking of Annual Leave

- (a) Teachers, other than Casual Teachers, who work a full year are entitled to four weeks annual leave, which is accrued by term-time service and in accordance with the Teacher's FTE.
- (b) Annual leave is to be taken during and in conjunction with, Non-Term Weeks.
- (c) Provided the provisions of clauses 41.1(a) and 41.1(b) herein are met, the annual leave shall be taken as it accrues, and will be taken on that basis throughout each School Year.
- (d) In the event of a period of annual leave being re-credited in accordance with NES the re-credited leave shall be taken in accordance with clauses 41.1(b) and 41.1(c) herein.

41.2 Annual Leave Loading

- (a) A Teacher who has served throughout the School Year is entitled to a leave loading of 17.5% on four weeks' annual leave. A Teacher who works less than a full School Year, for whatever reason other than summary dismissal, shall be entitled a leave loading payment calculated in accordance with clause 41.2(c) herein.
- (b) The loading will normally be paid:
 - (i) at the time that the employee is paid annual leave or pro rata annual leave; or
 - (ii) on the termination of employment by either party.
- (c) Leave loading is to be calculated using the following formula:

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

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

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

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

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

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

PART G – Leave, Public Holidays and Related Matters

- (e) Leave loading will be subject to the Superannuation Guarantee as per relevant rulings from the Australian Taxation Office.

42. Pro-Rata Payment of Non-Term Weeks

42.1 Application and Definitions

- (a) This section shall apply in lieu of the corresponding provisions of the Act and is inclusive of accrued annual leave.
- (b) For the purposes of this section:
- (i) **School Service Date** means the usual commencement date of employment at the School for Teachers who are to commence teaching on the first day of the first term.
 - (ii) **Teacher means** any Teacher other than a Casual Teacher.
- (c) The provisions of this section apply where;
- (i) a Teacher's employment ceases;
 - (ii) a Teacher commences employment after the School Service Date;
 - (iii) a Teacher takes approved leave without pay in accordance with sub-section 42.5;
 - (iv) the hours which a Teacher normally teaches at the School have varied since the School Service Date ("A Teacher whose hours have varied")

Payments shall be made to such Teachers by application of the formula prescribed by either clause 42.2(a) or clause 42.2(b), as appropriate, pursuant to the provisions of sub-sections 42.3, 42.4, 42.5 and 42.6 as relevant.

42.2 Calculation of Payments

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

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

Where:

- P** is the payment due.
- s** is the total salary paid in respect of term weeks, or part thereof, since the start of the School Year (or date of employment where a Teacher commenced after the School Service Date).
- b** is the number of term weeks, or part thereof, in the School Year.
- c** is the number of School Holiday Leave weeks, or part thereof, in the School Year.
- d** is the salary paid in respect of School Holiday Leave weeks, since the start of the School Year (or date of employment where a Teacher commenced after the School Service Date).

PART G – Leave, Public Holidays and Related Matters

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

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

Where:

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

42.3 Termination of Employment

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

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

- (a) A Teacher who commences employment after the School Service Date, shall be paid from the date the Teacher commences, provided that at the end of Term Four the Teacher shall be paid an amount calculated pursuant to sub-section 42.2 and shall receive no salary or other payment other than payment under this clause until the School Service Date in the following School Year.
- (b) In each succeeding year of employment, the School Service Date shall be deemed to be the anniversary of appointment of the Teacher for the purpose of this Section.

PART G – Leave, Public Holidays and Related Matters

42.5 Teachers Who Take Approved Leave Without Pay

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

- (c) If the leave without pay commences and concludes in the same School Year:
 - (i) subject to sub-clause 42.5(a)(ii) below, the payment shall be calculated and made at the conclusion of Term Four of that School Year; and
 - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:
 - 1. at the commencement of the leave in respect of that year; and
 - 2. at the end of Term Four in accordance with clause 42.5(c).
- (d) If the leave without pay is to conclude in a School Year following the School Year in which the leave commenced:
 - (i) at the commencement of the leave, a payment shall be calculated and made in respect of the School Year in which the leave commences; and
 - (ii) at the end of Term Four in the School Year in which the leave concludes, a payment shall be calculated and made in respect of that School Year.
- (e) The payment to be made to a Teacher at the conclusion of Term Four of a School Year:
 - (i) pursuant to paragraph 42.5(a)(ii)2.
 - (ii) or in circumstances where, with the agreement of the School, a Teacher who has been paid pursuant to sub-clause 42.5(b)(i) returns from leave during the School Year in which the leave commenced and notwithstanding that as a result did not in total exceed twenty required attendance days, shall be determined by:
 - 1. applying the formula in sub-section 42.2 as if no payment had been made to the Teacher pursuant to paragraph 42.5(a)(ii)1. or sub-clause 42.5(b)(i); and
 - 2. deducting from that amount the amount paid to the Teacher pursuant to paragraph 42.5(a)(ii)1. or sub-clause 42.5(b)(i).

PART G – Leave, Public Holidays and Related Matters

- (f) Notwithstanding the provisions of clause 42.1(a) a Teacher shall not, pursuant to this section be paid an amount in respect of a year of employment which is less than the amount to which the Teacher would otherwise be entitled under the provisions of the Act, in respect of a year of employment.

42.6 Teachers Whose Hours Have Varied

Where the hours which a Teacher normally teaches at the School have varied since the School Service Date, in any School Year and the Teacher's employment is to continue in the next School Year, the Teacher shall be paid at the conclusion of Term Four in accordance with the formula provided in clause 42.2(a) and shall receive no salary or other payment other than payment under this clause until the School Service Date, or the resumption of Term 1 or the first semester in the following School Year.

43. Paid Personal and Carer's Leave

43.1 Application

This section applies to Teachers, other than Casual Teachers.

43.2 NES Provisions Apply

With the exception of the provisions of sub-section 43.3 herein, the provisions relating to paid personal/carer's leave are set out in *Part 2-2, Division 7, Sub-divisions A and D of the Fair Work Act 2009*.

43.3 Commencing Teachers

Upon commencement of employment a Teacher employed under this Agreement, other than a:

- (a) Casual Teacher; or
 - (b) Temporary Teacher engaged for a period of less than six months;
- will be credited with a personal/carer's leave balance equal to one working week.

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

43.4 Personal Leave Evidence Requirements

For personal leave absences due to sickness and/or ill health in excess of two consecutive work days (i.e. for the third consecutive work day or part thereof) a medical certificate (or, at the Employer's discretion, a statutory declaration) must be obtained by the Employee and provided to the Employer on, or as close to, the first day back at work after the absence.

PART G – Leave, Public Holidays and Related Matters

44. Unpaid Carer's Leave

44.1 Application

This section applies to Teachers without restriction.

44.2 NES Provisions Apply

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

45. Bereavement and Compassionate Leave

45.1 Application

This section applies to Teachers, other than Casual Teachers.

45.2 Definition

Immediate family means, for the purposes of this clause;

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

45.3 Bereavement Leave

Where a member of an Employee's immediate family dies, the Employee will be entitled to up to 5 days paid Bereavement Leave for each permissible occasion.

45.4 Relationship to the NES Provisions

- (a) In the event of a bereavement of an immediate family where the provisions of sub-section 45.2 apply, the Employee will not also be entitled to claim further paid compassionate leave entitlement under *Section 104, paragraph (c) of the Fair Work Act 2009*.
- (b) Where sub-section 45.2 does not apply, or does not cover the circumstances being experienced by the Employee, the paid and unpaid compassionate leave provisions of the NES may apply, and are set out in *Part 2-2, Division 7, Sub-divisions C and D of the Fair Work Act 2009*.

46. Community Service Leave

46.1 Application

This section applies to Teachers without restriction.

46.2 NES Provisions Apply

The provisions relating to both paid and unpaid community service leave are set out in *Part 2-2, Division 8 of the Fair Work Act 2009*.

PART G – Leave, Public Holidays and Related Matters

47. Parental Leave

47.1 Application

This section applies to Teachers, other than Casual Teachers.

47.2 NES Provisions Apply

With the exception of the provisions of sub-sections 47.3, 47.4 and 47.5 herein, the provisions relating to parental leave are set out in *Part 2-2, Division 5 of the Fair Work Act 2009*.

47.3 Paid Parental Leave

- (a) A Teacher, other than a Casual Teacher, who;
- (i) meets the necessary eligibility requirements of the NES for a period of unpaid birth-related leave; and
 - (ii) applies for a period of unpaid parental leave in accordance with the NES provisions and the relevant application processes/procedures of the Employer; and
 - (iii) is to be the primary care giver of the expected child or children for the duration of the unpaid parental leave period to which sub-clauses 47.3(a)(i) and (ii) apply;

shall be entitled to a period of paid parental leave equal to fourteen weeks of the Teacher's salary upon commencement of the related period of leave.

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

- (b) Where parental leave is payable to a Teacher in accordance with the terms of clause 47.3(a) the payment shall be made in the first full pay period commencing on or after the commencement of the related period of leave.

47.4 Paid Adoption Leave

- (a) A Teacher, other than a Casual Teacher, who;
- (i) meets the necessary eligibility requirements of the NES for a period of unpaid parental leave for the purpose of the placement and care of an adopted child or children; and
 - (ii) applies for a period of unpaid parental leave in accordance with the NES provisions and the relevant application processes/procedures of the Employer; and
 - (iii) is to be the primary care giver of the adopted child or children for the duration of the unpaid parental leave period to which sub-clause 47.4(a) (i) and (ii) apply;

PART G – Leave, Public Holidays and Related Matters

shall be entitled to a period of paid adoption leave equal to fourteen weeks of the Teacher's salary upon commencement of the related period of leave.

- (b) Where parental leave is payable to a Teacher in accordance with the terms of clause 47.4(a) the payment shall be made in the first full pay period commencing on or after the commencement of the related period of adoption leave.

47.5 Payment of Further Parental or Adoption Leave

A Teacher who receives payment of parental or adoption leave in accordance with the provisions of sub-sections 47.3 or 47.4 herein shall not be eligible for a further period of paid parental or adoption leave until such time as they have;

- (a) returned to work; and
- (b) have completed a minimum of twelve months continuous service after returning to work.

47.6 Paid Support Leave

A Teacher who;

- (a) is the partner of a person who is pregnant; or
- (b) a member of a couple who are adopting a child or children, though is not the person intended to be the primary care giver upon placement of the child or children;

shall be entitled to take up to three days paid leave to provide support:

- (a) at the time of the birth of the child or children; or
- (b) during a period of special maternity leave; or
- (c) at the time of the placement of the child or children.

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

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

Please Note: Section 44 of this Agreement may apply in relation to unpaid leave.

48. Leave Without Pay

48.1 Application

This section applies to Teachers, other than Casual Teachers.

48.2 Entitlement

A Teacher may apply for a period of approved leave without pay, though the granting of such leave, including the period and timing of the leave period if granted, remains the discretion of the Co-Principals or Co-Principals' delegate.

Provided that, periods of approved leave without pay cannot exceed one year in duration.

PART G – Leave, Public Holidays and Related Matters

49. Long Service Leave

49.1 Application

This section applies to Teachers without restriction.

49.2 Entitlement

Teachers covered by this Agreement are entitled to:

- (a) 13 weeks long service leave after completing ten years of continuous employment with the Employer; and
- (b) A further 6.50 weeks of long service leave for each completed five years of continuous employment thereafter.

49.3 When Leave Should be Taken

- (a) Unless otherwise agreed in writing in accordance with the provisions of clause 49.3(d) herein long service leave should be taken within two (2) years of the leave becoming due (i.e. initial accrual of 13 weeks after 10 years continuous service).
- (b) Long service leave will not be allowed to accrue in excess of 100 days. In such cases, the Employer will determine when outstanding long service leave will be taken.
- (c) The Co-Principals will inform all Teachers of their long service leave entitlements on an annual basis and discuss with them the outstanding leave balances and arrangements associated with the taking of the leave.
- (d) In exceptional circumstances, the Co-Principals may agree to delay the taking of long service leave if agreement can be reached on a suitable alternative time to take the leave.
- (e) After ten years of continuous employment, long service leave may be taken in more than one period with the permission of the Co-Principals, notwithstanding Section 12(5) of the Tasmanian State *Long Service Leave Act 1976*.

49.4 Requesting Long Service Leave

Requests to take long service leave should be directed in writing to the Co-Principals a minimum of three months in advance (where possible).

49.5 Payment During Long Service Leave

Unless otherwise requested and agreed, standard salary payment arrangements will apply during a period of long service leave.

49.6 Taking Long Service Leave in Conjunction with Other Leave

Applications for long service leave to be taken in conjunction with other leave (e.g. non-term time, Annual Leave, leave without pay, personal leave, etc.) will be considered at the Co-Principal's discretion.

PART G – Leave, Public Holidays and Related Matters

49.7 Public Holidays that Fall Within a Period of Long Service Leave

Long service leave does not include any public holidays that occur during the period of leave. That is, the period of long service leave shall be extended for any public holidays which may fall during the period of leave.

49.8 Payment in Lieu of Long Service Leave by Agreement

- (a) An Employee who becomes entitled to a period of long service leave may, by agreement with the Co-Principals, elect to accept payment in lieu of the period of long service leave to which they are entitled. A request for payment in lieu of taking long service leave must be made in writing to the Co-Principals.
- (b) To support Employee well-being, the payment in lieu of long service leave may not be granted in consecutive long service leave entitlements. This will be decided at the discretion of the Co-Principals.
- (c) Payment in lieu of long service leave may, by agreement with the Co-Principals, be taken in conjunction with long service leave.

50. Family Violence Leave

50.1 Application and Definition

- (a) This section applies to Teachers, other than Casual Teachers.
- (b) For the purpose of this Agreement, the definition of Family Violence is that adopted by Section 7 of the *Family Violence Act 2004 (Tasmania)*.

50.2 Entitlement and Regulation

- (a) An Employee experiencing family violence in accordance with clauses 50.1(a) and 50.1(b) shall be entitled to access up to five days of paid family violence leave in any single School Year for the purpose of attending medical appointments and/or legal proceedings and/or other activities related to family violence.
- (b) Additional paid family violence leave may be granted at the Co-Principals' discretion.
- (c) An Employee may be required to provide satisfactory evidence of entitlement to paid family violence leave, which may be in the form of an agreed document issued by Tasmania Police, a court, medical practitioner or lawyer, or a signed Statutory Declaration.
- (d) Applications for paid family violence leave are to be made in writing (if possible) to the Co-Principals.
- (e) Family violence leave is paid at the Employee's normal salary rate.

PART G – Leave, Public Holidays and Related Matters

51. Representative Leave

51.1 Application

This section applies to Teachers, other than Casual Teachers.

51.2 Entitlement and Regulation

- (a) Representative leave is a discretionary form of leave and is not granted automatically. The Co-Principals may grant a Teacher up to three days of leave with pay per calendar year to participate in a recognised sporting or cultural event at national or international level as:
 - (i) a participant
 - (ii) an official of a team or other body, competing or participating in that event
 - (iii) an official engaged in the administration of that event.
- (b) Eligible Teachers may be granted sporting and cultural leave on the following conditions:
 - (i) The Teacher's application for leave must be accompanied by written evidence from the relevant sporting or cultural body clearly stating the nature of the event, whether the Teacher will be a paid representative, and the fact that the Teacher was selected on merit, i.e. through competition for sporting events.
 - (ii) Where the Teacher will be paid for his or her representation (e.g. retainer or other means), paid representatives are unlikely to be granted approval for sporting and cultural leave unless they can demonstrate financial hardship.
 - (iii) The Teacher must be representing:
 - 1. Tasmania at a national event: or
 - 2. Australia at an international event.
- (c) Leave will not be granted to allow for participation in selection trials or for training purposes.

51.3 Requesting Representative Leave

- (a) Requests for representative leave, which meet the requirements of 51.2(b)(i) herein, should be directed in writing to the Co-Principals at least one month in advance of the sporting or cultural event.
- (b) Where the event will extend beyond the leave available under these provisions, a separate application for leave without pay should be submitted for consideration. Teachers not granted sporting or cultural leave may be eligible for leave without pay.

PART G – Leave, Public Holidays and Related Matters

52. Pandemic Leave

52.1 Application

This section applies to Teachers, other than Casual Teachers.

52.2 Entitlement

- (a) This section becomes operative when the Tasmanian Director of Public Health declares a Public Health Emergency for the State of Tasmania in relation to a pandemic.
- (b) Where, under the scope of the declared Public Health Emergency, a Full-Time or Part-Time Teacher covered by this Agreement;
 - (i) is required to isolate and/or quarantine away from the School in accordance with the published Public Health orders in force at the time of the period of isolation and/or quarantine; or
 - (ii) has developed symptoms consistent with those described by Public Health for the pandemic disease and is absent from school;
 - 1. in order to be tested; or
 - 2. awaiting the results of the test; or
 - (iii) has received his or her 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 52.2(b)(i) to (iii) above, or any combination thereof, be entitled to up to 2 weeks (10 days for a Full-Time Teacher, pro-rata for Part-Time Teacher) Paid Pandemic Leave, without deduction from his or her accrued Personal Leave balance, subject to the specific directions/prescribed periods requirements of the Public Health Unit in force at the time of the absence.

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

- (c) Where a Teacher has requested and/or made application for Paid Pandemic Leave he or she may be required to provide evidence that would satisfy a reasonable person of the validity of their claim.

PART G – Leave, Public Holidays and Related Matters

53. Public Holidays

53.1 Application

This section applies to Teachers, other than Casual Teachers.

53.2 NES Provisions Apply

With the exception of the provisions of sub-section 53.3 herein, the provisions relating to public holidays are set out in *Part 2-2, Division 10 of the Fair Work Act 2009*.

53.3 Substitute Days

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

54. Returning From Long-Term Leave

- (a) Where a Teacher returns to work after a period of long-term leave the allocation of teaching duties (including the year group) remains the prerogative of the Employer, who shall consider the wider needs of the School as well as the Teacher's qualifications.
- (b) In relation to clause 54(a), the allocation of any part-time teaching load and duties depends on the suitable part-time positions that are readily available at the time of the Teacher's return to work.
- (c) Teachers who return to work after a period of long-term leave are entitled to resume the promotional duties and/or positions of responsibility they undertook immediately prior to the commencement of the leave period.

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

PART H – Signatories to the Agreement

Leonie Ann McNair and Harriet Jane Thyne are duly authorized on behalf of the Employer, Launceston Preparatory School Incorporated to sign the Launceston Preparatory School (Teachers) Enterprise Agreement 2023:

Signatures:



Date: 5th September 2022

Date: 5th September 2022

Leonie McNair
Co-Principal
Launceston Preparatory School
PO Box 256
Newstead, 7250



Harriet Thyne
Co-Principal
Launceston Preparatory School
PO Box 256
Newstead, 7250

Melissa Jane Freeland and Nicole England as nominated Employee Bargaining Representatives for and on behalf of Employees employed by the Employer and covered by this Agreement:

Signatures:



Date: 5.9.2022

Melissa Freeland
Teacher
Launceston Preparatory School
PO Box 256
Newstead, 7250



Date: 5-9-2022

Nicole England
Teacher
Launceston Preparatory School
PO Box 256
Newstead, 7250

Schedule One – LPS Teacher Classification Scales

Entry Points	Teacher Scale Step	Step %	Tasmanian Teacher Registration Board (TRB) Full Teacher Registration Window(s).	Independent Schools Teacher Accreditation Authority (ISTAA) Experienced and Highly Accomplished Teacher Assessment Window(s).
Unqualified Entry Steps	U1	66.33	NA	
	U2	67.67		
4YT Entry	G1	70.00	On achieving Full Teacher Registration a teacher is entitled to any service step due plus two additional scale steps from the start of school year immediately following notification of full registration.	
5YT Entry	G2	73.33		
	G3	76.67		
	G4	80.00		
	G5	83.33	On achieving Full Teacher Registration a teacher is entitled to any service step due plus one additional scale step from the start of school year immediately following notification of full registration.	
	G6	86.67		
	G7	90.00	On achieving Full Teacher Registration a teacher is entitled to any service step due from the start of school year immediately following notification of full registration.	
	G8	93.33		
<i>To progress beyond Step G8 a Teacher must satisfy the requirements of Agreement Sub-section 32.2(c).</i>				
	P1	96.67		Progression from Step P1 to P2 is via service. Subject to a Tasmanian certifying authority developing, during the life of this Agreement a HAT assessment/ accreditation process which is available to Tasmanian Independent School Teachers a Teacher may apply for recognition as a HAT in accordance the provisions of sub-section 32.3 herein.
	P2	100		
<i>To progress to Step HAT a Teacher must satisfy the requirements of Agreement Sub-section 32.3.</i>				
	HAT	104		

Schedule One – LPS Teacher Classification Scales

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

Notes for 4YT Teacher

A full time 4YT Teacher who obtains his or her full TRB teacher registration during the first four steps of the Graduate Scale (Steps G1 to G4) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 7 years of full-time service.

A full time 4YT Teacher who obtains his or her full TRB teacher registration during the fifth or sixth step of the Graduate Scale (Steps G5 or G6) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 8 years of full-time service.

A full time 4YT Teacher who obtains his or her full TRB teacher registration during the seventh or eighth step of the Graduate Scale (Steps G7 or G8) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 9 years of full-time service.

A full-time 4YT Teacher who reaches Step G8 and is yet to obtain his or her full TRB teacher registration shall not progress beyond that point until they have obtained full teacher registration. Should the teacher subsequently obtain full teacher registration he/she shall progress to Step P1 from the start of the school year following the receipt of written notification from the TRB of his or her registration.

Notes for 5YT Teacher

A full-time 5YT Teacher who obtains his or her full TRB teacher registration during the first three steps of the Graduate Scale (Steps G2 to G4) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 6 years of full-time service.

A full-time 5YT Teacher who obtains his or her full TRB teacher registration during the fourth or fifth step of the Graduate Scale (Steps G5 or G6) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 7 years of full-time service.

A full time 5YT Teacher who obtains his or her full TRB teacher registration during the sixth or seventh step of the Graduate Scale (Steps G7 or G8) shall gain entry to the step at the top of the Proficient Scale (Step P2) after 8 years of full-time service.

A full-time 5YT Teacher who reaches Step G8 and is yet to obtain his or her full TRB teacher registration shall not progress beyond that point until they have obtained full teacher registration. Should the teacher subsequently obtain full teacher registration he/she shall progress to Step P1 from the start of the school year following the receipt of written notification from the TRB of his or her registration.

Schedule Two –Teacher Salary Scale 2023-2025

Existing as at 1/1/2023*			Minimum 2023 Annual Salaries			Minimum 2024 Annual Salaries			Minimum 2025 Annual Salaries		
Step	%	Annual Salary	Step	% of P2 rate	Annual Salary eff. fftp ≥ 1/3/2023	Step	% of P2 rate	Annual Salary eff. fftp ≥ 1/3/2024	Step	% of P2 rate	Annual Salary eff. fftp ≥ 1/3/2025
U1	63.40%	\$67,761.02	U1	63.40%	\$69,793.85	U1	63.40%	\$71,887.67	U1	63.40%	\$74,044.30
U2	66.70%	\$71,288.01	U2	66.70%	\$73,426.65	U2	66.70%	\$75,629.45	U2	66.70%	\$77,898.34
G1	70.00%	\$74,815.01	G1	70.00%	\$77,059.46	G1	70.00%	\$79,371.24	G1	70.00%	\$81,752.38
G2	73.33%	\$78,374.06	G2	73.33%	\$80,725.28	G2	73.33%	\$83,147.04	G2	73.33%	\$85,641.45
G3	76.67%	\$81,943.81	G3	76.67%	\$84,402.12	G3	76.67%	\$86,934.19	G3	76.67%	\$89,542.21
G4	80.00%	\$85,502.86	G4	80.00%	\$88,067.95	G4	80.00%	\$90,709.99	G4	80.00%	\$93,431.29
G5	83.33%	\$89,061.92	G5	83.33%	\$91,733.78	G5	83.33%	\$94,485.79	G5	83.33%	\$97,320.37
G6	86.67%	\$92,631.67	G6	86.67%	\$95,410.62	G6	86.67%	\$98,272.93	G6	86.67%	\$101,221.12
G7	90.00%	\$96,190.72	G7	90.00%	\$99,076.44	G7	90.00%	\$102,048.74	G7	90.00%	\$105,110.20
G8	93.33%	\$99,749.78	G8	93.33%	\$102,742.27	G8	93.33%	\$105,824.54	G8	93.33%	\$108,999.28
P1	96.67%	\$103,319.52	P1	96.67%	\$106,419.11	P1	96.67%	\$109,611.68	P1	96.67%	\$112,900.03
P2	100.00%	\$106,878.58	P2	100.00%	\$110,084.94	P2	100.00%	\$113,387.49	P2	100.00%	\$116,789.11
EXP	104.00%	\$111,153.72	HAT	104.00%	\$114,488.33	HAT	104.00%	\$117,350.54	HAT	104.00%	\$120,284.31

% = Percentage of Step 12

* The rates detailed in these columns are effective to the end of the last full pay period commencing on or before 28/2/2023.

Minimum 3.00% increase applied to existing P2 Rate

Minimum 3.00% increase applied to existing P2 Rate

Minimum 3.00% increase applied to existing P2 Rate

The annual increases may be subject to change (increased) in accordance with the provisions of Section 23.



The Launceston Preparatory School

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27th September 2022

IN THE FAIR WORK COMMISSION

FWC Matter No. **AG2022/3906**

Applicant: The Launceston Preparatory School Inc.

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

We, Leonie McNair and Harriet Thyne (Co-Principals) have the authority given to us by The Launceston Preparatory School Inc. to give the following undertaking with respect to The Launceston Preparatory School (Teachers) Enterprise Agreement 2023 ("the Agreement"):

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

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

Leonie McNair

Harriet Thyne

and

Date: 27th September 2022