



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

The Trustee for Christ College Trust T/A St Michael's Collegiate School
(AG2020/2756)

ST MICHAEL'S COLLEGIATE SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2020

Educational services

COMMISSIONER MCKINNON

MELBOURNE, 22 SEPTEMBER 2020

Application for variation of the St Michael's Collegiate School (Teachers) Enterprise Agreement 2020.

[1] Application has been made by the Trustee for Christ College Trust T/A St Michael's Collegiate School for approval of a variation to the *St Michael's Collegiate School (Teachers) Enterprise Agreement 2020* (the Agreement).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] I am satisfied that each of the requirements of ss.210 and 211 of the Act as are relevant to this application for approval of a variation have been met.

[4] The Applicant provided written undertakings to meet concerns that particular requirements of ss.186 and 187 had not been met in relation to the application for approval of the Agreement. The undertakings were accepted and the Agreement was approved on 3 February 2020. Those undertakings remain part of the Agreement as varied.

[5] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[6] In accordance with s.216 of the Act, the variation operates from 22 September 2020.



COMMISSIONER

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**ST MICHAEL'S COLLEGIATE SCHOOL (TEACHERS) ENTERPRISE
AGREEMENT 2020**

VARIATION

1. These variations will take effect from the date approved by the Fair Work Commission.
2. In clause 14.1(a), delete the 'Mar 2021 (2.50%)' and 'Mar 2022 (2.50%)' column and replace with

Mar 2021 (1.00%)	Mar 2022 (2.50%)
\$63,994	\$65,593
\$66,661	\$68,328
\$72,668	\$74,485
\$76,934	\$78,857
\$81,202	\$83,232
\$85,472	\$87,609
\$89,747	\$91,990
\$94,011	\$96,361
\$98,282	\$100,739
\$102,562	\$105,127
\$103,572	\$106,162
\$97,770	\$100,214
\$102,215	\$104,770
\$106,665	\$109,332
\$107,675	\$110,367

3. In clause 14.1(d), delete 'in' and replace with 'as'.
4. In clause 14.2, add at the beginning of the clause '*Other than in 1 March 2021,*'.
5. In clause 15.1, delete the '1 Mar 2021' and '1 Mar 2022' column in the first table and replace with:

1 Mar 2021	1 Mar 2022
\$ 2,051	\$ 2,103
\$ 4,103	\$ 4,205
\$ 6,154	\$ 6,308
\$ 8,205	\$ 8,410
\$ 10,257	\$ 10,513
\$ 12,308	\$ 12,616
\$ 14,359	\$ 14,718
\$ 16,410	\$ 16,821
\$ 18,461	\$ 18,922
\$ 20,512	\$ 21,025

6. In clause 15.1, delete the '1 Mar 2021' and '1 Mar 2022' column in the second table and replace with:

1 Mar 2021	1 Mar 2022
\$ 2072	\$2,123
\$ 4143	\$4,247
\$ 6215	\$6,370
\$ 8286	\$8,493
\$ 10358	\$10,616
\$ 12429	\$12,740
\$ 14501	\$14,863
\$ 16572	\$16,986
\$ 18643	\$19,109
\$ 20714	\$21,232

7. In clause 17.3(a)(ii), after '*rate per timetabled lesson(s)*' add '*(maximum 6 per day)*' and delete the Undertaking.
8. In Annexure A, the exemption granted by the Secretary of the Department of Justice on 29 September 2015 is replaced with the exemption granted on 28 August 2020.

SIGNATORIES

For the Trustee for Christ College Trust trading as St Michael's Collegiate School:

Signature



Name: Adam Forsyth
Title: Principal
Address: 218 Macquarie Street, Hobart

For the Independent Education Union:

Signature



Name: Jeremy Oliver
Title: Union Organizer
Address: 212 Liverpool Street
Hobart

For and on behalf of the Employees employed Teaching staff by the Employer (nominated representative):

Signature



Name: ANDREW JONES
Title: MR. HEAD OF SCIENCE
Address: 218 MACQUARIE ST, HOBART

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.

ST MICHAEL'S COLLEGIATE SCHOOL (TEACHERS)
ENTERPRISE AGREEMENT 2020

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1 TITLE

This Agreement shall be known as the St Michael's Collegiate School (Teachers) Enterprise Agreement 2020.

2 SCOPE

This Agreement shall apply to St Michael's Collegiate School in respect of the employment of teachers.

3 PARTIES BOUND

This Agreement shall be binding upon:

- (a) The Trustee for Christ College Trust trading as St Michael's Collegiate School, 218 Macquarie St, HOBART – ABN 75 471 713 846 (the Employer) (School); and
- (b) Employees employed as teachers by the Employer.

4 SUPERSESSION

This Agreement incorporates and supersedes all pre-existing arrangements dealing with the matters covered by this Agreement provided that no right obligation or liability incurred or accrued under the pre-existing arrangements shall be affected by the supersession.

5 DATE AND PERIOD OF OPERATION

This Agreement will come into effect from the seventh day after approval by the Fair Work Commission and will have a nominal expiry date of 28 February 2023.

It is the intention of the parties to commence negotiations for a further replacement agreement no later than 1 October 2022.

6 RELATIONSHIP TO THE MODERNISED AWARD AND NES

For the purpose of this clause the Modernised Award means the Educational Services (Teachers) Award 2010. The National Employment Standards came

into effect from 1 January 2010. The NES, as they are known, prescribe the minimum employment conditions for all employees employed in the Federal jurisdiction (as is the case for employees covered by this Agreement and the Educational Services (Teachers) Award 2010).

This Agreement applies to the exclusion of the Modernised Award. The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

Where there is a variation in the Modern Award after 1 January 2020 the School and Union will meet to discuss that variation and:

- (a) if it is agreed, the School may apply that change where it is not to the detriment of employees; or
- (b) the Union may include it as a claim for bargaining for future enterprise agreements.

7 PURPOSE OF THE AGREEMENT

The purpose of the Agreement is:

- (a) To maintain and improve the productivity, efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will increase the performance of the School and offer secure, worthwhile and fulfilling employment for teachers.
- (b) To adopt a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School.
- (c) To develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education.
- (d) To develop management systems and work practices capable of assuring all stakeholders of the quality of the School's services.
- (e) To maintain the School as a provider of services to the community through the encouragement of optimum resource usage, whilst remaining aware of increasing pressures on staff and on operating costs which are recognised by both parties.

- (f) To maximise the learning outcomes for students through quality teaching.
- (g) To share equitably the benefits of enhanced service delivery among teachers and the School community.
- (h) To provide a safer and better working environment.
- (i) To ensure the continuation of the stable industrial relations framework that exists in the School.

8 AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)

If a dispute relates to a matter arising under the agreement or the National Employment Standards this term sets out procedures to settle the dispute:

- (a) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (b) In the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (c) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (d) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute

is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (e) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (A) the work is not safe; or
 - (B) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (C) the work is not appropriate for the employee to perform; or
 - (D) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (f) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

9 AGREEMENT FLEXIBILITY TERM

- (a) An Employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) allowances; and
 - (ii) the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in clause (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 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (A) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) 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
- (d) states the day on which the arrangement commences.
- (e) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The Employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and employee agree in writing — at any time.

10 AGREEMENT CONSULTATION TERM

For the life of this Agreement the Employer is required to consult the employees in relation to any major workplace changes that are likely to have a significant effect on the employees or changes to regular roster or ordinary hours of work. In such circumstances employees are allowed to be represented by a person or organisation of their choice for the purposes of that consultation.

10.1 Application

This term applies if the Employer:

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

10.2 Major change

- (a) For a major change referred to in clause 10.1(a):
 - (i) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses 10.2(b) to 10.2(h) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (d) As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the employees;and

- (C) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (g) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 10.2(a)(i) and subclauses 10.2(b) and 10.2(d) are taken not to apply.
- (h) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

10.3 Change to regular roster or ordinary hours of work

- (a) For a change referred to in clause 10.1(b):
 - (i) the Employer must notify the relevant employees of the

- proposed change; and
- (ii) subclauses 10.3(b) to 10.3(f) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Employer of the identity of the representative;
the Employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - (C) information about any other matters that the Employer reasonably believes are likely to affect the employees;
and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (g) In this term:

- (i) **relevant employees** means the employees who may be affected by a change referred to in subclause 0.

11 AGREEMENT VARIATIONS

Any proposal to vary this Agreement, other than in accordance with the process set out in clauses 14.2, shall occur in accordance with the requirements of the Fair Work Act.

12 JOB SECURITY

The parties to the Agreement are committed to job security for teachers.

13 TYPES OF EMPLOYMENT

13.1 Types of employment

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) full-time employment;
 - (ii) part-time employment;
 - (iii) casual employment; or
 - (iv) fixed term employment.

13.2 Terms of engagement

- (a) On appointment, the Employer will provide the employee (other than a casual employee) with a letter of appointment stating the classification and rate of salary applicable on commencement, the employee's face-to-face teaching load and non-contact time allocation.
- (b) In the case of a part-time employee, the letter of appointment will include the employee's teaching load expressed as a percentage of a full-time load in the school and that their co-curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time teacher.
- (c) Where the Employer engages the employee on a fixed term basis, the letter of appointment will inform the employee of the reason the employment is fixed term, the date of commencement and the period of the employment.

13.3 Full-time employment

A full-time employee is an employee engaged to work an average of 38 ordinary hours per week.

13.4 Part-time employment

- (a) A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time employee in the school, children's service or early childhood education service. If the hours of a part-time employee rise above 90%, the employee will be considered to be full-time.
- (b) A part-time employee is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time employee from time to time by the usual number of face-to-face teaching hours prescribed for a fulltime employee in the school, children's service or early childhood education service.
- (c) An employee (part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
- (d) An Employer cannot vary a part-time employee's teaching load or days of attendance unless:
 - (i) the employee consents; or
 - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven weeks' notice in writing in the case of a school teacher or four weeks' notice in the case of an early childhood teacher, or where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of seven weeks in the case of a school teacher or four weeks in the case of an early childhood teacher.

13.5 Casual employment

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive weeks, or four consecutive term weeks in the case of a teacher in a school or preschool.
- (b) A casual engagement may be extended by agreement between the

teacher and the Employer provided the total period of the engagement does not exceed one school term in the case of teachers in a school or preschool or a total of 10 weeks in any other case.

- (c) The rates of pay for a casual employee are contained in clause 17.

13.6 Fixed term employment

An employee may be employed for a fixed period of time or task in accordance with clause 24 (Replacement Teacher) of this Agreement.

14 SALARIES, ENTRY POINTS AND PROGRESSION

14.1 Teacher Salaries

- (a) The minimum salary payable to a full time employee will be determined in accordance with the following table (the salary increases will be backdated to first full pay period on or after 1 March 2020, with the back pay processed by the first pay period following the date that this Agreement comes into effect):

Rates from FFPP on or after:	Mar 2019	Mar 2020 (3.00%)	Mar 2021 (1.00%)_	Mar 2022 (2.50%)
<u>Collegiate Teacher Unqualified</u>				
CTU1	\$ 61,515	\$ 63,360	\$63,994	\$ 65,593
CTU2	\$ 64,079	\$ 66,001	\$66,661	\$ 68,328
<u>Collegiate Teacher</u>				
CT1	\$ 69,853	\$ 71,949	\$72,668	\$ 74,485
CT2	\$ 73,953	\$ 76,172	\$76,934	\$ 78,857
CT3	\$ 78,056	\$ 80,398	\$81,202	\$ 83,232
CT4	\$ 82,161	\$ 84,626	\$85,472	\$ 87,609
CT5	\$ 86,270	\$ 88,858	\$89,747	\$ 91,990
CT6	\$ 90,369	\$ 93,080	\$94,011	\$ 96,361
CT7	\$ 94,475	\$ 97,309	\$98,282	\$ 100,739
CT8	\$ 98,589	\$ 101,547	\$102,562	\$ 105,127
CT8 + Highly Accomplished		\$ 102,547	\$103,572	\$ 106,162
<u>Collegiate Master Teacher (CMT) is 4.0% above CT6, 7 & 8 respectively</u>				
CMT1	\$ 93,983	\$ 96,802	\$97,770	\$ 100,214
CMT2	\$ 98,255	\$ 101,203	\$102,215	\$ 104,770
CMT3	\$ 102,533	\$ 105,609	\$106,665	\$ 109,332
CMT 3 + Highly Accomplished		\$ 106,609	\$107,675	\$ 110,367

- (b) The monthly rate of pay will be determined by dividing the annual rate by 12. If necessary, the weekly rate of pay for an employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.
- (c) Salaries will be paid monthly on the 25th day of each month (or on the previous work day where the 25th day of the month falls on a weekend or public holiday) by direct deposit to the employee's nominated bank account.
- (d) The Principal, at his/her discretion, may approve an additional allowance of \$1,000 to the salary of an Employee with full teaching registration as recognition of highly accomplished teachers

14.2 Annual Adjustment

Other than in 1 March 2021, the parties agree that the CMT3 annual salary rate shall be adjusted to maintain the existing relativity of + 1.5% over the Band 1, Level 13 Teacher employed by the Tasmanian Department of Education (or other comparison agreed between the School and IEU), provided that the adjustment shall be no more than a 5.0% increase in any one calendar year, and that the adjustment shall take effect from the first full pay period on or after 1 March in each year of the life of this Agreement. In addition, all other salary scale rates (both CT and CMT rates) and responsibility allowance rates shall be proportionately adjusted from the same effective date. Within 1 month of the Tasmanian Department of Education making an adjustment to the Band 1, Level 13 Teacher salary rate, the Employer will consult with the Union and relevant employees to discuss the proposed increase (if any).

14.3 Entry Points and Progression

- (a) Unqualified teachers and teachers teaching on a limited authority to teach will commence on CTU1 of the salary scale in clause 14.1(a) of this Agreement and will not progress beyond level CTU2.
- (b) A teacher who is recognised as two year trained will not progress beyond level CT6 of the salary scale detailed in sub-clause 14.1(a) of this Agreement.
- (c) A teacher who is recognised as four year trained will commence on Level CT1 of the salary scale detailed in sub-clause 14.1(a) of this

Agreement.

- (d) A teacher who is recognised as five year trained will commence on Level CT3 of the salary scale detailed in sub-clause 14.1(a) of this Agreement.
- (e) If a teacher attains a further recognised teaching qualification, or an unqualified teacher or teacher teaching on a limited authority to teach attains a recognised teaching qualification, then their entry point and progression will be adjusted according to the level of their teaching qualifications.
- (f) Subject to a teacher's satisfactory service during the previous 12 months, full time and part time teachers with an FTE of 0.50 or more will progress at the rate of one scale step in the teaching salary scale for each completed full school year of continuous service. Part time teachers with an FTE of less than 0.50 will progress one scale step in the teaching salary scale after every two completed school years of continuous service.
- (g) Where the aggregate of a part time teacher's employment over any two consecutive school years is equal to or more than 1.00 FTE they will be entitled to progress at the rate of one scale step in the teaching salary scale for each of those years, subject to;
 - (i) the teacher having completed 2 x full school years of continuous service during the period; and
 - (ii) the satisfactory service of the teacher over the period.

For the purposes of this clause a *full school year of continuous service* is defined as a calendar year in which the teacher is continuously employed for the duration of the school year. In addition, and also for the purposes of this clause, where a part time or full time teacher proceeds on leave without pay during the course of the school year their FTE will be adjusted accordingly by application of the following formula.

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

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

The result of the calculation is the adjusted FTE figure to be used in determining the Teachers rate of progression in accordance with sub-

clause 14.3.

14.4 Definitions

Four-year trained teacher:

- (a) Has completed a four-year full-time course of teacher training in a recognised tertiary institute; or
- (b) Is three-year trained and in addition has completed further study at a recognised tertiary institute equivalent to a fourth year of training; or
- (c) Has a basic three-year undergraduate degree from a recognised tertiary institute and in addition has completed a Graduate Diploma in Education at a recognised university; or
- (d) Has qualifications reasonably deemed by the Employer to be equivalent to any of the above.

Five-year trained teacher:

- (e) Has completed a four-year full-time course in teacher training at a recognised tertiary institute and in addition has completed a one-year post-graduate course in an appropriate discipline; or
- (f) Has completed a basic three-year under-graduate degree in a recognised tertiary institute and in addition has completed a further two years full-time teacher training course in a recognised tertiary institute; or
- (g) Has completed a basic three-year under graduate degree in a recognised teacher training institute and in addition has obtained either:
 - (i) by study a Masters degree or Doctorate in Education or a related discipline; or
 - (ii) a four or five-year degree and at least a graduate diploma in education; or
- (h) has qualifications reasonably deemed by the Employer to be equivalent to any of the above.

14.5 Evidence of qualifications

- (a) On engagement, the Employer may require that the employee provide documentary evidence of qualifications and teaching experience. If the Employer considers that the employee has not provided satisfactory

evidence, and advises the employee in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of an employee.

- (b) Where an employee has completed further teaching experience with another employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the employee provided satisfactory evidence to the Employer within three months of completion. In all other cases the employee will be classified and paid from the date satisfactory evidence is provided.

15 RESPONSIBILITY ALLOWANCES

15.1 The allowance payable to an employee appointed by the Employer to undertake an additional responsibility will be determined by reference to the following table:

<u>Responsibility allowances</u>	1 Mar 2019	1 Mar 2020	1 Mar 2021	1 Mar 2022
Level 1	\$ 1,972	\$ 2,031	\$ 2,051	\$ 2,103
Level 2	\$ 3,944	\$ 4,062	\$ 4,103	\$ 4,205
Level 3	\$ 5,915	\$ 6,093	\$ 6,154	\$ 6,308
Level 4	\$ 7,887	\$ 8,124	\$ 8,205	\$ 8,410
Level 5	\$ 9,859	\$ 10,155	\$ 10,257	\$ 10,513
Level 6	\$ 11,831	\$ 12,186	\$ 12,308	\$ 12,616
Level 7	\$ 13,802	\$ 14,217	\$ 14,359	\$ 14,718
Level 8	\$ 15,774	\$ 16,248	\$ 16,410	\$ 16,821
Level 9	\$ 17,746	\$ 18,278	\$ 18,461	\$ 18,922
Level 10	\$ 19,718	\$ 20,309	\$ 20,512	\$ 21,025

<u>Responsibility allowances</u> <u>Highly Accomplished</u>	1 Mar 2019	1 Mar 2020	1 Mar 2021	1 Mar 2022

Level 1	\$ 1,992	\$ 2,051	\$ 2072	\$2,123
Level 2	\$ 3,984	\$ 4,102	\$ 4143	\$4,247
Level 3	\$ 5,975	\$ 6,153	\$ 6215	\$6,370
Level 4	\$ 7,967	\$ 8,204	\$ 8286	\$8,493
Level 5	\$ 9,959	\$ 10,255	\$ 10358	\$10,616
Level 6	\$ 11,951	\$ 12,306	\$ 12429	\$12,740
Level 7	\$ 13,942	\$ 14,357	\$ 14501	\$14,863
Level 8	\$ 15,934	\$ 16,408	\$ 16572	\$16,986
Level 9	\$ 17,926	\$ 18,458	\$ 18643	\$19,109
Level 10	\$ 19,918	\$ 20,509	\$ 20714	\$21,232

15.2 Definitions

- (a) **Annual Responsibility Allowance** is an allowance that is paid, in addition to a teacher's salary, in relation to a Position of Responsibility where the duties and responsibilities are required to be undertaken by the incumbent for the entire school year.
- (b) **Short Term Responsibility Allowance** is an allowance that is paid, in addition to a teacher's salary, in relation to a Position of Responsibility where the duties and responsibilities are required to be undertaken by the incumbent for part of the school year only.
- (c) **Temporary Responsibility Allowance** is an allowance that is paid, in addition to a teacher's salary, where a teacher is appointed by the Employer for a minimum period of 14 days (two weeks) to perform the duties and responsibilities (or part thereof) of a Position of Responsibility of another teacher who is temporarily absent or unavailable.
- (d) **Position of Responsibility** is a position that a teacher is appointed to by the Employer involving duties which are considered beyond those set out in Clause 21 of this Agreement, and for which the teacher receives a responsibility allowance payment.

15.3 General conditions of employment relating to Responsibility Allowances

- (a) Each responsibility allowance level is calculated on the basis of 2% of the CT8 salary of the salary scale.
- (b) Appointments to positions of responsibility are made at the discretion of the Employer.

- (c) The Employer shall set out the responsibilities and duties, terms, conditions and duration of appointment of a Position of Responsibility in writing to the teacher before the commencement of the appointment.
- (d) The selection of an appropriate allowance level for any Position of Responsibility will be determined by the Employer in negotiation with the employee.
- (e) Where appropriate, time release from other expected duties may be considered at the discretion of the Employer. The degree of time release for any Position of Responsibility will be left to and will be determined by the Employer in negotiation with the employee.
- (f) A list of the positions of responsibility within the school shall be created and reviewed annually by the Employer at the commencement of the school year. This list will incorporate details of the terms and conditions attaching to each Position of Responsibility.
- (g) All teachers shall have access to a copy of the list of the positions of responsibility within the school.
- (h) Service increments applying to a teacher's salary in accordance with sub clause 14.1 and 14.2 of this Agreement are to be paid and not absorbed into the total salary if the service increment falls due during a teacher's period of appointment to a Position of Responsibility.

15.4 Conditions of employment applicable to Annual Responsibility Allowances

- (a) For the purposes of calculating employee entitlements and benefits annual responsibility allowances are to be considered as part of the teacher's salary and must be taken into consideration when calculating employee leave entitlements, including superannuation benefits.
- (b) Annual responsibility allowances are not payable when a teacher, for whatever reason, is on any form of leave without pay.
- (c) Where it becomes apparent that a teacher receiving an annual responsibility allowance will, for whatever reason, be unable or unavailable to fulfil the required duties and responsibilities of their Position of Responsibility for a minimum period of 14 consecutive days (two calendar weeks) the school may appoint another teacher to temporarily carry out the duties associated with the absent teacher's Position of Responsibility under clause 15.6(a) to 15.6(e) of this section.

- (d) Where clause 15.4(c) of this section applies the Employer will ensure that the first mentioned teacher will return to their former position once they are able and available to fulfil the required duties and responsibilities of their Position of Responsibility.

15.5 Conditions of employment applicable to Short Term Responsibility Allowances

- (a) Short term responsibility allowances are not to be considered as part of the teacher's salary and must not be taken into consideration when calculating employee entitlements (including termination entitlements) except for superannuation payments required by legislation.
- (b) Notwithstanding the conditions outlined in clause 15.5(a) of this section where a teacher receiving a short term responsibility allowance for a Position of Responsibility proceeds on;
 - (i) a period of paid school holiday leave; or
 - (ii) a paid public holiday as prescribed by the NES; or
 - (iii) a combination of the type of leave referred to in points 1 and 2 of this sub-clause

and that total period of leave falls within the teacher's period of appointment to the Position of Responsibility then the teacher shall be entitled to receive the short term responsibility allowance for the period of leave.

- (c) Short term responsibility allowances are not payable where the appointed teacher is, for whatever reason, unable or unavailable to fulfil the required duties and responsibilities of their Position of Responsibility for a period of 14 consecutive days (two calendar weeks), or more.
- (d) Provided that no part of the 14 days of consecutive inability or unavailability is due to holiday leave or public holiday leave taken in accordance with clause 15.5(b) of this section.
- (e) Where clause 15.5(c) of this section applies the Employer will ensure that the appointed teacher will return to their former position until such time as;
 - (i) their period of appointment to the short term Position of Responsibility, as detailed in the teacher's letter of appointment, expires; or

- (ii) the teacher notifies the Employer in writing of their resignation from the Position of Responsibility; whichever occurs first.
- (f) Where a teacher notifies the Employer in writing of their resignation from the Position of Responsibility in accordance with clause 15.5(e)(ii) the resignation will have immediate effect and any existing notice provisions are waived.

15.6 Conditions of employment applicable to Temporary Responsibility Allowances

- (a) A temporary responsibility allowance shall be paid where a teacher is appointed to perform the duties and responsibilities associated with the Position of Responsibility of another teacher for a minimum period of 14 consecutive days (two calendar weeks).
- (b) The maximum duration of appointment to a temporary Position of Responsibility shall be a term to be agreed between the teacher and the Employer provided that the agreed term does not exceed:
 - (i) the balance of the replaced teacher's appointment; or
 - (ii) the balance of the school year.
- (c) Temporary responsibility allowances are not to be considered as part of the teacher's salary and must not be taken into consideration when calculating employee entitlements (including termination entitlements) except for superannuation payments required by legislation.
- (d) Notwithstanding the conditions outlined in clause 15.6(c) of this section where a teacher receiving a temporary responsibility allowance for a Position of Responsibility proceeds on;
 - (i) a period of paid school holiday leave; or
 - (ii) a paid public holiday as prescribed by the NES; or
 - (iii) a combination of the type of leave referred to in points 1 and 2 of this sub-clause

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

- (e) Temporary responsibility allowances are not payable where the appointed teacher is, for whatever reason, unable or unavailable to fulfil

the required duties and responsibilities of their Position of Responsibility for a period of 14 consecutive days (two calendar weeks), or more.

Provided that no part of the 14 days of consecutive inability or unavailability is due to holiday leave or public holiday leave taken in accordance with clause 15.6(d) of this section.

- (f) Where a teacher receiving a temporary responsibility allowance is, for whatever reason, unable or unavailable to fulfil the required duties and responsibilities of their Position of Responsibility for a period of 14 consecutive days (two calendar weeks):
 - (i) The temporary Position of Responsibility appointment is revoked; and
 - (ii) The teacher concerned has no rights to return to that temporary Position of Responsibility appointment once they become able and available to carry out the duties and responsibilities; and
 - (iii) The Employer may offer the temporary Position of Responsibility to another teacher provided that, in doing so, all the other conditions of this section are met.

16 VEHICLE ALLOWANCE

- (a) An employee required by the Employer to use the employee's motor vehicle in the performance of duties must be paid the following allowances:
 - (i) Motor car - \$0.78 per kilometre with a maximum payment up to 400 kilometres per week.
 - (ii) Motorcycle - \$0.26 per kilometre with a maximum payment up to 400 kilometres per week.
- (b) The Employer must pay all expenses including registration, running and maintenance where the Employer provides a motor vehicle which is used by an employee in the performance of the employee's duties.
- (c) At the time of any adjustment to the standard rate, each expense-related 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. The

applicable index figure published by 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

17 CASUAL EMPLOYEES

17.1 Pay rate

The rate payable to a casual employee shall:

- (a) be determined in accordance with clause 14 of this Agreement; and
- (b) not exceed that of a salary scale CMT 8 employee; and
- (c) be determined in accordance with clause 17.2 below, with regard to teacher duties required for each period of engagement:

17.2 Teacher duties

- (a) **casual rate** - a casual employee shall be paid the casual rate when engaged to undertake any of the teacher duties specified in clause 19 of this Agreement.

17.3 Rate calculations

- (a) Casual rate

The rate of pay as determined in clause 17.1(a) for casuals undertaking teacher duties as prescribed in clause 21, shall be calculated in accordance with the following formulas:

- (i) rate per day

Formula

annual salary scale rate

200

- (ii) rate per timetabled lesson(s) (maximum 6 per day)

Formula

number of timetabled lesson(s) taught per day X annual salary scale rate
total number of timetabled lesson(s) per day 200

(b) Period of engagement

Each period of engagement for which the Employer notifies the casual employee that they are so required to attend on anyone day, shall:

- (i) (a) stand alone; and
- (ii) (b) be a minimum of four (4) hours

PROVIDED the employee is not otherwise engaged on that day as a permanent or maximum term employee.

18 MASTER TEACHER

18.1 Definition

A Master Teacher is a teacher who has chosen to pursue a career within the classroom and has accessed the classification by the procedures set out in this clause. The main role is that of a classroom teacher though the teacher will be expected to demonstrate an ongoing commitment and contribution to educational excellence within the School as well as exceptional classroom teaching skills.

18.2 Criteria for Eligibility to Apply

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

- (a) be classified as a four-year trained teacher as a minimum;
- (b) be employed at Salary Scale Step CT5 or above at the time of their application (in order to take up their appointment to Master Teacher classification in the following year if successful).

Please Note: A part time teacher working less than 0.5TE may remain on Salary Scale Step CT5 for two years. Teachers in this situation are able to apply for the Master Teacher classification upon reaching Salary Scale Step CT5 and, if successful, will be able to take up their classification upon reaching Salary Scale Step CT6.

18.3 Invitation to Apply

In May of each year the Principal shall issue invitations to apply for appointment to the classification of Master Teacher to all teachers who are eligible to apply at the end of that year and do not hold the classification at that time.

18.4 Applications

Applications are to be made using the School's Master Teacher application document and are to be submitted in accordance with the timetable detailed in *MyCollegiate*.

The Employer will provide the teacher with a list of indicative activities that may be undertaken by the teacher in order for them to prepare their application.

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

18.5 Date and Duration of Appointment

Successful applicants will be appointed to the classification for a period of 3 years from:

- (a) the 1st January of the year following their successful application (subject to a part time teacher satisfying the requirements of sub-clause 18.2(b) of this agreement); or
- (b) if the teacher is unavailable or unable to take up the appointment at the 1st January, a date determined by negotiation between the teacher and the Principal.

18.6 Educational Excellence Activities

- (a) On notification of their appointment to the classification of Master Teacher the employer will provide the teacher with a list of indicative activities that may be undertaken by the teacher in order for them to demonstrate their continued commitment and contribution to educational excellence.
- (b) The educational excellence activities to be undertaken must be relevant to the educational needs of the school and agreed in consultation with the School.
- (c) The teacher has a period of 28 days from the date of notification to confirm the educational excellence activities they will undertake over the course of their 3 year appointment as a Master Teacher.
- (d) In finalising the educational excellence activities the teacher will

undertake as part of their appointment the teacher will consult with:

- (i) the Head of their School; and
- (ii) the Head of their Faculty; and/or
- (iii) the Deputy Principal;

in order to concur the educational excellence activities the teacher is to undertake are appropriate.

- (e) The Principal is to be advised in writing of the teacher's nominated educational excellence activities before the expiration of the 28 days. The letter will need to be countersigned by the teacher's Head of School signifying the School's agreement with the teacher's proposal.
- (f) The ongoing relevance of the educational excellence activities a teacher undertakes may be reviewed periodically in consultation with the head of the teacher's school. Where, following the review, it is considered that the activities are no longer relevant, to the School, or that they may be improved, the teacher shall be required to renegotiate their educational excellence activities in accordance with the requirements of 18.6(d) of this section.
- (g) Nothing in clause 18.6(f) prevents the teacher from seeking to review their educational excellence activities during the course of their appointment, provided that the requirements of clause 18.6(d) and 18.6(e) are met in such instances.
- (h) Activities that normally attract a responsibility allowance are not considered appropriate educational excellence activities.

18.7 Appraisal of Performance

- (a) A Master Teacher's performance will be appraised in accordance with the School's Faculty Growth Process. The Master Teacher will be appraised against their Educational Excellence Activities within the Highly Accomplished Teacher Level.
- (b) Where there are concerns a Master Teacher is not fulfilling the outcomes of the Educational Excellence Activities the Principal is entitled to review with the potential to rescind the appointment to the classification with effect from the 1st January of the following year. Before making any decision under this sub-clause the Principal will, if reasonable, give the Master Teacher an opportunity to comment on any

outcome before it is implemented.

18.8 Resignation of Appointment

Where a teacher chooses to resign their appointment to the classification of Master Teacher they are to provide the school with 7 weeks' notice in writing. In such instances the teacher's salary shall be adjusted to the salary scale CT6, CT7 or CT8 (as applicable per Clause 14) at the completion of the required notice.

19 HOURS OF WORK

19.1 This clause of the Agreement provides for industry specific detail and supplements the NES that deals with maximum weekly hours.

19.2 Notwithstanding the NES, and due to the operational requirements of Employers in the industry, the ordinary hours of an employee under this Agreement may be averaged over a 12 month period.

19.3 The ordinary hours of work for an employee during term weeks are variable. In return, an employee 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 other activities requiring the employee's attendance.

19.4 The maximum number of days that the employee will be required to attend during term weeks and non-term weeks will be 205 in each school year.

19.5 The following circumstances are not included when calculating the 205 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) when the employee has boarding house responsibilities and the employee is performing those duties during term weeks and non-term weeks; and
- (e) 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.

- 19.6** The Employer will provide written notice of the term weeks and days in non-term times on which the employees are required to attend, six months in advance of the requirement to attend.
- 19.7** 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. The employee's absence from school during non-term weeks is deemed to include their entitlement to annual leave.

20 FLEXIBLE HOURS

Flexible hours may be mutually agreed by the Employer and an individual teacher provided that no more than 6 hours of timetabled classes are scheduled on any one day.

21 TEACHERS' DUTIES

- 21.1** A full time teacher's duties at St Michael's Collegiate School include:
- (a) the teacher's hours of contact time;
 - (b) normal teacher's duties on school days including, but not necessarily limited to, reasonable:
 - (i) playground, buildings and grounds duties; and
 - (ii) attendance at school and faculty meetings; and
 - (iii) attendances at assemblies and chapel.
 - (c) out of hours responsibilities which form part of the teaching role, for example, parent teacher interviews, attendance at camps, attendance at official functions, etc; and
 - (d) co-curricular responsibilities of no more than 40 hours per school year (unless otherwise negotiated with the staff member). Co-curricular activities are Employer approved learning experiences that complement a student's academic learning in the pursuit of a holistic education and, for the purpose of determining teacher responsibilities,

- fall outside the normal school teaching timetable; and
 - (e) the residential duties negotiated and agreed between the Employer and the teacher where a teacher has been appointed to a residential position; and
 - (f) the educational excellence activities chosen by the teacher and agreed to by the School where a teacher has been appointed to the Master Teacher classification.
- 21.2** The Employer may from time to time make variations or more precise particularisation of the duties of teachers provided that;
- (a) such variations will only be implemented after consultation with the teachers to be affected by such variations, and
 - (b) if such variations are reasonably likely to result in any unreasonable, sustained or regular increase in the time commitment of teachers, and there is no agreement between the Employer and the teacher/s affected, the matter will be dealt with pursuant to the dispute settling procedure prescribed in Clause 8 of this Agreement.
- 21.3** The duties and responsibilities undertaken as part of a teacher's appointment to a Position of Responsibility fall outside the scope of this section.
- 21.4** A part time teacher will undertake the above duties proportionately, based on their FTE.

22 PROBATIONARY PERIOD OF EMPLOYMENT

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

22.2 Teachers other than Replacement Teachers

The period of probationary employment will be completed in accordance with the following requirements:

- (a) In the process of appointment, the teacher will be provided with:
 - (i) a statement of the ethical and professional expectations of the School; and
 - (ii) written advice to the employee indicating the employee's:

- (A) classification;
 - (B) rate of salary;
 - (C) type of employment; and
 - (D) face to face teaching load.
- (b) The probationary period will be of 6 months duration and will commence from the teacher's first day of face to face teaching.
 - (c) Teachers commencing at the beginning of Term 1 will have their employment probation period confirmed (or otherwise) by the conclusion of Term 2.
 - (d) The exact duration of the probationary period will be specified in the replacement teacher's letter of appointment.

22.3

- (a) As part of the engagement/probationary process the teacher will;
 - (i) undertake the School's induction process;
 - (ii) be included in the School's mentoring process for first year teachers; and
 - (iii) meet with the person appointed by the Employer to be responsible for the management of the teacher's period of probationary employment.
- (b) Where it is requested by the probationary teacher they may, in conjunction with the person responsible for the management of the teacher's period of probationary employment complete an "interim probationary performance appraisal". As part of this process objectives may be developed to assist the teacher in meeting the ethical and professional expectations of the School during the remainder of the probationary employment period. Where a probationary teacher wishes to complete "interim probationary performance appraisal" the request to do so must be made before 3 months of their probation has elapsed.
- (c) Before the completion of their probationary period the teacher shall complete a "probationary performance appraisal" in conjunction with the person responsible for the management of the teacher's period of probationary employment. On completion of this appraisal the School shall either:

- (i) appoint the teacher concerned to the permanent staff of the School. In such instances the School shall provide the teacher with a letter of appointment; or
- (ii) terminate the employment of the teacher.

22.4 Replacement Teachers

Where a teacher is employed as a Replacement Teacher and:

- (a) the period of appointment exceeds one (1) school term in duration; and
- (b) it is the first time the teacher has been employed by the School; or
- (c) other than relief teaching, a period of five (5) years has elapsed since the teacher's last employment with the School,

the Replacement Teacher may be required by the Employer to successfully complete a period of probationary employment in accordance with the following requirements:

- (d) In the process of appointment the replacement teacher will be provided with a statement of the ethical and professional expectations of the School.
- (e) The probationary period will be of up to 6 months duration and will commence from the teacher's first day of face to face teaching. The exact duration of the probationary period will be specified in the replacement teacher's letter of appointment.
- (f) As part of the engagement/probationary process the teacher will;
 - (i) undertake the School's induction process;
 - (ii) be included in the School's mentoring process for first year teachers; and
 - (iii) meet with the person appointed by the Employer to be responsible for the management of the teacher's period of probationary employment.
- (g) Before the completion of their first school term of employment the Replacement Teacher shall complete a "probationary performance appraisal" in conjunction with the person responsible for the management of the teacher's period of probationary employment. On completion of this appraisal the School shall either:

- (i) advise the Replacement Teacher in writing of their successful completion of the period of probationary employment; or
 - (ii) terminate the employment of the Replacement Teacher.
- Provided also that a Replacement Teacher's successful completion of a period of probationary employment does not provide the Replacement Teacher with any right to permanent employment beyond the period of their Replacement Teacher appointment.

22.5 Nothing in this section shall prevent the School from terminating a probationary teacher's employment at any time during the probationary period of employment where it can be demonstrated that:

- (a) the teacher is consistently failing to meet the ethical and professional expectations of the School, or
- (b) there is justification for instant dismissal.

23 STAFF INDUCTION FOR BEGINNING TEACHERS

The following provisions apply to teachers who are in their first year of employment since graduation on a permanent or fixed term basis for at least one school term at an FTE of 0.5 or greater.

- (a) Full-time beginning teachers are eligible to access a decreased "instructional load" time release of up to 2 lessons per week, providing that it can be reasonably incorporated into the School's timetabling (if timetabling constraints exist, the School will make alternative arrangements).
- (b) Part-time teachers with an FTE of 0.5 or greater can access the time release outlined above in clause 23(a) on a pro-rata basis.
- (c) According to the needs of the individual teacher, the purpose of the time release may include participation in activities including but not limited to:
 - (i) School or Department Induction programs,
 - (ii) Feedback meetings with members of senior staff, other experienced teachers and/or mentors,
 - (iii) Attendance at specific professional development programs,

- (iv) Observation of other experienced teachers in classrooms,
 - (v) Visiting other schools or colleagues, and
 - (vi) Collaboration with other beginning teachers, for example participation in discussion groups and / or meetings.
- (d) The intent of the time release is to supplement rather than replace other professional learning and development programs.

24 REPLACEMENT TEACHER

24.1 *Replacement Teacher* means a teacher who is employed for a limited period of time or task not to exceed 3 years, in order to:

- (a) replace a teacher who is on leave, temporarily transferred or promoted;
- (b) undertake a specified project for which funding has been made available;
- (c) undertake a specified task which has a limited period of operation; and
- (d) replace an employee whose employment has terminated after the commencement of the school year.

24.2 The School may employ a replacement teacher on either a full or part-time basis.

24.3 The School will pay a replacement teacher at a rate on the salary scale (detailed in section 14 of this Agreement) based on the teacher's qualifications and number of years experience as a teacher.

24.4 Except for sections 26, 28, 31 and 35 of this Agreement the provisions of this Agreement shall apply to a replacement teacher.

24.5 Before a replacement teacher is employed, the Employer shall inform that person in writing of the;

- (a) temporary nature of the employment; and
- (b) the conditions of employment that are applicable under this Agreement; and
- (c) the conditions of employment that are applicable under this Agreement and the NES; and
- (d) the rights under this Agreement and/or the NES of any teacher who is being replaced.

- 24.6** The termination of employment of a replacement teacher shall be in accordance with;
- (a) Section 22 of this agreement where it applies; or
 - (b) Clause 39 of this Agreement where section 35 of this Agreement does not apply.

25 ANNUAL LEAVE

25.1 Annual Leave

- (a) Annual leave is provided for in the NES. This clause of the Agreement provides industry specific details and supplements the NES which deals with annual leave.
- (b) Part time and full time employees who work a full year covered by this Agreement are entitled to 4 weeks annual leave, based on their FTE.
- (c) An employee in a school, preschool or kindergarten must take annual leave during non-term weeks. Leave must generally be taken, in the case of an employee whose employment with the Employer is continuing into the next school or preschool year, in the four-week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the Employer.
- (d) An employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the Employer.

25.2 Pro rata payment of salary inclusive of annual leave

- (a) This clause of the Agreement provides industry specific detail and incorporates the NES entitlement with respect to annual leave.
- (b) The provisions of this clause will apply:
 - (i) in the calculation of payment in regard to pro rata salary where an employee's employment ceases; or
 - (ii) in the calculation of payment in regard to pro rata salary if:
 - (A) an employee commenced employment after the school or preschool service date;
 - (B) an employee has taken leave without pay of more than two term weeks since the school or preschool service

date; or

- (C) the hours which an employee has worked at school or preschool have varied since the school or preschool service date.

25.3 Calculation of payments

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

P is the payment due

s is the total salary paid in respect of term weeks, or part thereof, since the school or preschool service date or the date of employment in circumstances where the employee has been employed by the Employer since the school or preschool service date.

b is the number of term weeks, or part thereof in the school or preschool year

c is the number of non-term weeks, or part thereof, in the school or preschool year

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the employee has been employed by the Employer since the school or preschool service date

(a) For the purpose of this clause:

(i) **school or preschool service date** means the date from which employees are paid at the commencement of the school/preschool year in their first year of service with the Employer; and

(ii) **employee** means an employee other than a casual employee.

(b) The formula in clause 25.3 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an employee in respect of the school/preschool year in which the formula is applied.

25.4 Termination of employment

An employee will be entitled on termination of employment to a payment calculated in accordance with this clause.

25.5 Employees who commence employment after the commencement of the school or preschool year

An employee who commences employment after the usual date of commencement at a school or preschool in any school/preschool year, will be paid from the date the employee commences, provided that at the end of the last school/preschool term or final semester in that year, the employee must be paid an amount calculated pursuant to clause 25.3 and will receive no salary or other payment other than payment under this clause until the school or preschool service date or the resumption of Term 1 or first semester in the following school/preschool year.

25.6 Employees who take approved leave without pay

Where an employee takes leave without pay with the approval of the Employer for a period which (in total) exceeds more than two term weeks in any year, the employee will be paid a salary calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same school/preschool year, the payment will be calculated and made at the conclusion of the last school/preschool term or final semester in that year; and
- (b) if the leave without pay is to conclude in a school/preschool year following the school/preschool year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the school/preschool year in which the leave commences; or
 - (ii) at the end of the last school/preschool term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school/preschool year.

If the employee returns early from leave any payment under clause 25.6(b)(i) will be taken into account in calculating the amount owed to the employee at the end of the last school/preschool term or final semester in that year.

26 PAID PARENTAL LEAVE

Parental leave is in accordance with the NES save where this Agreement provides ancillary or supplementary terms.

26.1 Paid Parental Allowance

- (a) An employee who is the primary carer for the child and who has completed at least 12 months of continuous services is entitled to 14 weeks Paid Parental Leave.
- (b) Annual leave, Personal Leave and Long Service Leave will be accrued by an employee whilst they are receiving Paid Parental Leave.
- (c) If agreed by the School and employee, payment of the Paid Parental Leave shall be made:
 - (i) in the pay period immediately after the commencement of the parental leave; or
 - (ii) at half pay (e.g. 14 weeks at full pay or 28 weeks at half pay).
- (d) Where a teacher decides not to return to work following a period of parental leave, the teacher is required to provide the school with written notice, at least 1 term prior to their scheduled date of return to work.
- (e) A teacher shall be required to complete a period of at least 12 months continuous service following her/his return to work from parental leave before being eligible for a further period of paid parental allowance in accordance with the above clauses.

26.2 Paid Secondary Carer Leave and Adoption Leave

- (a) A permanent full time employee covered by this Agreement who has completed a minimum of 12 months continuous employment with the Employer, who is not the primary carer for the relevant child and who has not applied for Paid Parental Leave under this enterprise agreement shall be entitled to 10 days paid parental leave to be taken at the employee's discretion at/or around:
 - (i) the birth of a child being a child who is born to the employee's partner or de facto partner; or
 - (ii) the placement of a child with the employee for adoption.

PROVIDED THAT, in the case of clause 26.2(a)(ii), the child placed for adoption must satisfy the criteria set out in Section 15 of the NES in order for the employee to qualify for the period of paid leave.

27 COMPASSIONATE LEAVE

- (a) Where a member of an employee's immediate family or household dies, the employee shall be entitled to 5 days compassionate leave.
- (b) Where a member of an employee's immediate family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to his/her life; or
 - (ii) sustains a personal injury that poses a serious threat to his/her life;the employee shall be entitled to 2 days compassionate leave. In the event that the employee is required to travel interstate or overseas the employee shall be entitled to 3 days compassionate leave.
- (c) An employee must give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in this clause 27.
- (d) For the purpose of this clause, "immediate family" means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

28 RENEWAL LEAVE SCHEME

28.1 Definitions

Commencement Date means the date on which an RLS Agreement commences. In normal circumstances this shall be the 1st January following approval of an employee's application to participate in the RLS.

Completion Date means the date on which an employee's participation in the RLS Agreement concludes. In normal circumstances this shall be the date five years from the Commencement Date.

Leave Accrual Period means the period that a Participant shall work before being eligible to take the Leave Period.

Leave Period means the period of leave a Participant in the RLS is entitled to take upon completion of the Leave Accrual Period.

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

Normal Salary Rate means the salary a Participant would normally receive pursuant to sections 14 and 15 of this Agreement, and any other conditions of employment that would apply, if they were not participating in the RLS.

Participant means an employee who has entered into an RLS Agreement with the Employer and has commenced participation in the RLS.

Participant salary rate means the rate at which a participant shall be paid during their participation in the renewal leave scheme. In most circumstances this shall be 80% of their Normal Salary Rate.

RLS means the Renewal Leave Scheme.

RLS Agreement means the Renewal Leave Scheme Agreement, signed by both the Employer and employee, which sets out the Commencement Date, the Completion Date, the Leave Accrual Period, the Leave Period, and the duration of the employee's participation in the RLS. In normal circumstances an Agreement shall be five calendar years in duration.

28.2 Philosophy

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

28.3 Application to Participate

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

- (d) Where an employee's application to participate in the RLS is successful they shall be notified in writing and their participation in the scheme shall commence from the following 1st January.
- (e) Where an employee's application to participate in the RLS is unsuccessful they shall be notified in writing of the decision.
- (f) If an employee has taken their renewal leave and completed the RLS Agreement, or has withdrawn from the RLS in accordance with either sub-sub-clause 28.5(a)(iii) or clause 28.14 of this section, and again wishes to participate in the RLS, a fresh application must be made.

28.4 Participation

A participant in the RLS shall;

- (a) work for the first four calendar years of the RLS Agreement in order to complete the necessary leave accrual period.
- (b) upon completion of the leave accrual period, take the following calendar year as the RLS Agreement leave period; and
- (c) be paid at the participant salary rate (i.e. 80% of normal salary) for the duration of leave accrual period (a) and leave period (b) above.
- (d) Unless otherwise agreed in writing payment shall be in accordance with the normal payment of wages procedures.

28.5 Suspension

- (a) Where a participant in RLS Agreement proceeds on any one (or combination) of the following forms of leave during the leave accrual period:
 - (i) Worker's compensation leave.
 - (ii) Any form of leave without pay, including parental leave without pay.
 - (iii) Long service leave taken at the participant's normal salary rate in accordance with sub-sub-clause 28.7(a)(ii) of this section.
 - (iv) Any form of leave that does not qualify as continuous service.

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

salary entitlements.

- (b) Where an RLS Agreement is suspended in accordance with the provisions of sub-clause 28.5(a) above the suspension shall cease upon the employee's return to normal duties

Where an RLS Agreement is suspended in accordance with the provisions of sub-sub-clause 28.5(a) above the employee shall, within 7 days of resumption of normal duties, indicate to the Employer in writing their choice of one the following options:

- (i) That the existing RLS Agreement be revised and a new agreement issued detailing:
- (A) The duration of suspension of the existing RLS Agreement (to the nearest week).
 - (B) The participant's decision to alter the dates of the leave accrual period so that a 4 year accrual period is completed as part of the RLS Agreement. The revised dates of the leave accrual period shall be included in the new RLS Agreement.
 - (C) The revised dates of the leave period which shall be now taken in the first full calendar year following the completion of the leave accrual period detailed in the new RLS Agreement.
 - (D) Where, under the terms of the new RLS Agreement, there is a period between the completion of the leave accrual period and the commencement of the leave period the employee shall, subject to all other relevant requirements of the Agreement and the NES being satisfied, be paid at the normal salary rate for that period.
- (ii) The participant may nominate that the leave period dates detailed in the existing RLS Agreement remain unchanged, in which case payment for the leave period shall be adjusted to reflect the reduced leave accrual period (i.e. original 4 year leave accrual period less period of suspension from the RLS Agreement).
- (iii) The participant may terminate the RLS Agreement, in which

case:

- (A) The RLS Agreement shall be terminated with effect from the date of commencement of the suspension period.
- (B) The employee shall resume their normal employment arrangement from the day they resume normal duties.
- (C) Subject to all other relevant requirements of the NES being satisfied the employee shall be paid their normal salary rate from the day they resume normal duties.
- (D) Where an RLS Agreement has been terminated in accordance with the provisions of this sub-sub-clause the employee shall be paid an amount equal to the salary and allowances previously set aside as payment toward the leave period.

28.6 Leave Period Payment Variations

- (a) Where variations to a participant's terms and conditions of employment take effect during the leave accrual period of an RSL Agreement those variations may be taken into consideration when calculating the participant's leave period payment.
- (b) Details of how general variations shall be calculated are available from the pay office.
- (c) An employee is entitled to request that any calculation made in respect of a variation be reviewed by an independent person or body nominated by the employee.

28.7 Long Service Leave

- (a) If a participant applies for and is granted permission to take long service leave during their leave accrual period, they shall choose one of the following payment methods: -
 - (i) Long service leave period to be paid at the participant salary rate applicable at the time of the leave; or
 - (ii) Long service leave period to be paid at the normal salary rate applicable at the time of the leave; or

Provided that the period of long service leave deducted from the participant's long service leave balance will be the same irrespective of

the method of payment chosen in accordance with sub-sub-clause 28.7(a)(ii) of this clause.

- (b) If a participant chooses to be paid in accordance with sub-sub-clause 28.7(a)(ii) of this clause, the leave accrual period will be suspended in accordance with the requirements of clause 28.5 Suspension, of this section.

28.8 Salary Increments

The salary increments detailed in sections 14 and 15 of this Agreement shall apply to a RLS participant.

28.9 Superannuation

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

28.10 Deductions

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

28.11 Treatment of Accrued Benefits and/or Leave Period Contributions on Termination.

Where a participant's ceases to be employed by the Employer during the course of an RLS Agreement an amount equal to;

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

period;

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

28.12 Leave Period Treated as LWOP for Leave Accrual and Progression Purposes

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

28.13 Leave Accrual Period Treated as Normal Employment for Leave Accrual & Progression Purposes

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

28.14 Withdrawal from RLS Agreement by Mutual Consent

With the exception of circumstances where sub-sub-clause 28.5(b)(iii) applies, withdrawal from RLS Agreement must be by mutual written agreement between the parties.

29 FAMILY VIOLENCE LEAVE

(a) General

- (i) 'Family violence' has the same meaning as under the *Family Violence Act 2004*.
- (ii) An employee, excluding a casual employee, experiencing family violence is entitled to (5) five days per annum (non-cumulative) of paid leave.
- (iii) This leave will be in addition to existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

(b) Notice and Evidentiary Requirements

- (i) The employee must give the Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (ii) If required by the Employer, the employee must provide evidence that would satisfy a reasonable person that the leave is pertaining to family violence. Such evidence may include a

document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.

- (iii) The Employer must take all reasonable measures to ensure that any personal information provided by the employee to the Employer concerning an employee's experience of family violence is kept confidential. Information will not be kept on an employee's personnel file without their express written permission.

30 SPECIAL LEAVE

30.1 General

- (a) An employee may be granted unpaid leave at such a time, for such a period and for such a purpose as may, in the opinion of the Employer, be convenient to the school. Application for such leave shall be made at least (12) twelve weeks prior to the requested commencement date of the leave. In the case of an emergency, the Employer may waive this notice.
- (b) Special leave without pay may be granted for a period of not more than 12 months. In special circumstances, and with 12 weeks notice, the Employer may agree to one extension of this period, but not for more than a further 12 months. If such leave is granted, while the employee will, on his/her return to work, be reappointed to the same salary level and work under the same conditions that applied immediately prior to the leave being granted, there will be no guarantee that the employee will return to the same duties or to any position of responsibility.
- (c) Subject to any other clause of this Agreement (including clause 30.1(f), entitlements under this Agreement do not accrue during any period of leave without pay.
- (d) Accrued personal leave at the time of taking leave shall not be affected by any period of unpaid leave but personal leave credits shall not accrue during any period of unpaid leave that exceeds 20 days.
- (e) In special circumstances where an employee has exhausted personal leave entitlements, the Employer may grant additional unpaid leave, as

the Employer so determines, having regard to the circumstances in each case.

- (f) Where the Employer grants unpaid leave of 20 days or less, the employee will accrue personal leave and annual leave entitlements during such absence.
- (g) Application may be made for unpaid leave in conjunction with a period of Long Service Leave. The total period of paid and unpaid leave is limited to a whole term or terms.

30.2 Defence Force Leave

An Employee who is a part-time member of any of Australia's Defence Forces may be granted leave of absence for one period of not more than 10 working days in any leave year for the purpose of enabling that employee to attend any training camps at which that employee's compulsory attendance, in that employee's capacity as a part-time member of the Defence Force is required.

PROVIDED THAT a certificate evidencing the necessity of that employee's attendance or, as the case may be, that employee's eligibility to attend, shall be submitted with an application for leave, and, at the conclusion of the period of leave, that employee shall produce a certificate of attendance, and in each instance, both certificates shall be signed by or on behalf of the person holding office as, or acting in the place of, the commanding officer in Tasmania of the relevant Defence Force.

PROVIDED FURTHER THAT if the remuneration received by an employee who proceeds on Defence Force Leave is less than an employee's normal salary that he/she would have received had the employee been at work during the same period, then the difference shall be paid by the Employer.

30.3 Jury Service

- (a) An employee required to appear and serve as a juror in any court shall be entitled to be granted leave for the period during which attendance at court is required.
- (b) The employee must provide to the Employer written proof of the requirement to attend for jury service as well as an estimate of the duration of the absence from duty. The Employer shall be informed immediately of any change to the known period of absence.
- (c) If the remuneration received by an employee who proceeds on Jury

Service Leave is less than an employee's normal salary that he/she would have received had the employee been at work during the same period, then the difference shall be paid by the Employer.

PROVIDED THAT the employee provides to the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

31 SALARY PACKAGING

31.1 This section will facilitate the provision of salary and benefit packages to teachers whose employment is covered by this Agreement.

The Employer will support a salary packaging arrangement for staff and pass on any rebates it receives under the current Fringe Benefits Ruling at the time.

For the purpose of this section:

- (a) **Benefits** means the benefits selected by the employee from the benefits provided by the Employer;
- (b) **Benefit(s) Value** means the amount specified by the Employer as the cost to the Employer of the benefit(s) provided including fringe benefits tax and packaging fee, if any;
- (c) **Fringe Benefits Tax** means tax imposed by the Fringe Benefits Tax Act 1986 (Cth) as amended from time to time.

31.2 Except as provided by this section, a teacher must be employed;

- (a) at a salary based on the salary scale detailed in section 14 - Salaries of this Agreement; and
- (b) on terms and conditions not less than those prescribed in this Agreement; or
- (c) where the terms and conditions are not covered by this Agreement, not less than those terms and conditions prescribed by any relevant provisions of the NES.

31.3 The Employer may offer to provide and the teacher may agree in writing to accept;

- (a) the benefits selected by the employee from those made available by the

Employer; and

- (b) a salary equal to the difference between the benefit value and the salary which would have applied to the employee under clause 31.2 of this section in the absence of an agreement under this section.

31.4 The benefits will be those made available by the Employer.

31.5 The Employer must advise the teacher in writing of the benefit value and any packaging fee that will apply before the teacher and the Employer enter into an agreement pursuant to clause 31.3 of this section.

31.6 The teacher authorises the Employer to make the appropriate adjustments to the teacher's salary in point 31.3(b) as a consequence of any change to a benefit(s) value or packaging fee that may apply.

31.7 The teacher shall be liable for any fringe benefit tax (or other tax) and any packaging fees payable on any benefit provided to the teacher under this section.

31.8 Where, during the currency of an agreement entered into under clause 31.3 of this section:

- (a) a teacher takes leave on full pay the teacher will receive the benefits and salary referred to in clause 31.3 of this section;

- (b) a teacher who takes leave without pay the teacher is not entitled to any benefits during the period of leave;

- (c) a teacher takes leave on less than full pay the teacher will receive:

- (i) the benefits; and

- (ii) an amount of salary calculated by applying the formula:

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

where:

W = the salary determined under clause 31.3 of this section

P% = the percentage of salary payable during the leave

B = the benefit value

A = the amount of salary

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

- (a) during employment; or
- (b) on termination of employment in respect of untaken paid leave; or
- (c) on death,

will be at the rate of pay which would have applied to the teacher under clause 31.2 of this section, in the absence of an agreement under clause 31.3 of this section.

31.10 Where, in relation to any packaging arrangement entered into between the Employer and a teacher, an overpayment or any other liability occurs as a result of a mistake of fact;

- (a) the Employer shall be entitled to reimbursement of any overpayment; and/or
- (b) the employee shall be responsible for any other liability incurred.

Provided that, where the reimbursement of any overpayment or liability is to be made by the employee to the Employer the repayment schedule shall be determined by negotiation between the Employer and the teacher.

31.11 The teacher will be required to seek independent financial advice prior to entering into any packaging arrangement that may be offered by the Employer.

31.12 Arrangements made under this section cease on the written advice of the teacher, on the termination of employment with the Employer, the inability of the Employer to continue such arrangements, or through any legislative changes that may prevent continuation of any such arrangement.

32 SUPERANNUATION

32.1 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 in the Agreement covering the employee applies.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

32.2 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.

32.3 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 32.2 to another superannuation fund that is chosen by the employee, the Employer must make the superannuation contributions provided for in clause 32.2 and pay the amount authorised under clauses 32.1(a) and 32.1(b) to the Tasplan fund or its successor.

33 SALARY SACRIFICE – SUPERANNUATION

33.1 The School will support superannuation salary sacrificing arrangements for all members of its teaching staff to the extent that legislation allows at any time. For all requests for salary sacrificing:

- (a) A teacher will be required to seek independent financial advice prior to entering into any salary sacrificing arrangement that may be offered by the Employer.
- (b) A teacher will be required to provide notice in writing of any request for salary sacrificing and discuss the matter with the Business Manager of the School before entering into any agreement so that all parties are clear of what the intention of each is.
- (c) Contributions by the Employer to a teacher's superannuation determined by the Superannuation Guarantee Contribution Act, as amended from time to time, will be based on the salary scale applicable to the teacher as determined by Section 14 of this Agreement.
- (d) The arrangement may be terminated by the Employer should circumstances exist that alter the legislation that may cause financial

detriment to either the School or the teacher

34 PROFESSIONAL LEARNING

- 34.1** The Employer will continue to support the professional learning of its teachers by providing a budgeted amount each year for that purpose.
- (a) Teachers are required to commit to annual professional learning programs offered by the School.
 - (b) A teacher must complete a minimum of 75 hours professional learning within any three-year cycle, with a minimum of 15 hours in any one year. All teaching staff will be required to keep a professional learning log to demonstrate that they have completed the minimum requirements of this sub-section.

35 REFRESHER LEAVE

- 35.1** After five consecutive years of service with the school a teacher (other than a temporary, relief or emergency teacher) may apply to the Principal for one calendar year's leave without pay. This period may include long service leave that is due to the teacher at the commencement of the period of refresher leave, in which case the refresher and long service components will sum to one calendar year.

PROVIDED THAT any long service leave taken shall be treated as continuous service for the purpose of accrual of other entitlements.

- 35.2** During the period of the calendar year's leave the teacher is free to follow any occupation of interest except teaching in a registered school in Australia but can work at the School with the Employer's permission.
- 35.3** The approval of the leave is at the discretion of the Principal, depending on the merits/circumstances surrounding each application. Applications must be made in writing to the Principal by the end of second term of the school year preceding the intended calendar year of leave.
- 35.4** If a teacher has been granted refresher leave, such election cannot be revoked unless both the teacher and the Employer agree in writing.
- 35.5** The period of refresher leave will be treated as if it were a period of leave without pay for the purpose of other entitlements and increments under this Agreement and the NES.

- 35.6** Where a teacher has elected to participate in the Employer's Renewal Leave Scheme (as set out in Section 28 of this Agreement) the Employee shall not be eligible to:
- (a) apply for refresher leave during their period of participation in the Employer's Renewal Leave Scheme; or
 - (b) take refresher leave until they have completed a minimum of 5 calendar years' service since the last period of RLS.
- 35.7** The parties agree that the efficient running of the School must be a consideration in the requesting and granting of leave under the provisions of this clause.
- 35.8** A teacher, upon returning to work after a period of refresher leave shall be entitled to the position he or she held immediately before proceeding on refresher leave.
- 35.9** Where such a position no longer exists but there are other positions available which the teacher is qualified for and, in the opinion of the Employer, capable of performing, the teacher shall be entitled to a position as nearly comparable in status and pay to the former position.

36 LONG SERVICE LEAVE

- 36.1** For the life of this Agreement, Long Service Leave conditions will be determined by reference to:
- (a) the Long Service Leave Act 1976; and
 - (b) the exemption from the Long Service Leave Act 1976, granted by the Secretary of the Department of Justice (refer appendix A*) (primarily to accrue long service leave at the rate of 13 weeks for each 10 years of continuous employment); and
 - (c) the Long Service Leave policy of the School as it applies at the time of the granting of the leave.
- 36.2** Calculation of Long Service Leave for Variable Service
- a) Long service leave is paid at the employee's ordinary pay as defined in the Long Service Leave Act 1976.
 - b) For the purposes of payment for part-time employees during a period of long service leave, the calculation of an employee's normal weekly number

of hours worked as referred to in section 11 of the *Long Service leave Act* will be either:

- (i) the normal weekly number of hours for the employee; or
 - (ii) the average weekly number of hours worked by the employee during the period of 36 months prior to the commencement of the relevant period,
- whichever is greater.

37 PERSONAL LEAVE FOR COMMENCING TEACHERS

Upon commencement of employment teachers employed under this Agreement, other than casuals or fixed term (or replacement) teachers engaged for a period of less than 6 months, will be credited with a personal leave balance of equal to the personal leave to be accrued based on the teachers commencing FTE over:

- (a) for fixed term employees - the fixed term contract period or 12 months, whichever is the lesser;
- (b) for ongoing (permanent) employees – 12 months.

PROVIDED THAT a commencing teacher credited with personal leave in this manner will not accrue any further personal leave during the fixed term contract period or first 12 months of employment (whichever is the lesser), and will revert to the accrual method prescribed in Division 7, sub-clause 96(2) of the Fair Work Act if their employment continues beyond the fixed term contract or first 12 months of employment (whichever is the lesser).

If an Employee's FTE changes an adjustment will be made to the personal leave credit provided that any personal leave is accrued in accordance with the NES.

38 BREAKS AND ADDITIONAL DUTIES

- (a) An employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.
- (b) For the purpose of this clause additional duties shall include, but may not be limited to, playground duties, meeting or co-curricular activities, or similar activities undertaken during the school's recess or lunchtime periods.

- (c) For the purpose of calculating an employee's total ordinary hours of work, in accordance with Clause 19, additional duties shall be counted as work time.
- (d) PROVIDED THAT additional duties shall not be counted as work time, or work, in respect of this Clause 38. For clarity, the school's recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

39 TERMINATION OF EMPLOYMENT

39.1 Notice of termination by the Employer—schools

- (a) The employment of an employee (other than a casual employee or employee on probation) will not be terminated without at least seven term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven.
- (b) The employment of an employee on probation will not be terminated without at least one term weeks' notice (inclusive of the notice required under the NES), the payment of one weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal one.
- (c) The notice period in clause 39.1 does not apply to an Employee whose employment is terminated because of serious misconduct.

39.2 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of the Employer.
- (b) If an employee fails to give the notice specified in clauses 39.1 the Employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

39.3 Job search entitlement

Where the Employer has given notice of termination to an employee, an

employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer.

39.4 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.

39.5 Statement of service

Upon the termination of employment of an employee (other than a casual employee) the Employer will provide upon the request of the employee, a statement of service setting out the commencement and cessation dates of employment.

40 EXEAT DAY LEAVE

40.1 Definitions

Exeat Day A day, usually preceding or following a weekend in the middle of the second or third school term, on which boarders are not required to attend school for the purpose of allowing them a long weekend break.

Nominated Exeat Day The nominated Exeat Days for the purposes of this clause shall be Easter Tuesday and the Friday after the Hobart Show Day.

(a) During the life of this agreement an employee who is covered by this agreement and who is a permanent employee shall be entitled to take the nominated Exeat Day as paid leave. Such leave shall stand alone

and shall not be debited against any other form of leave (e.g. annual leave, public holiday leave, etc.).

PROVIDED THAT a part time employee must be normally rostered to work on the day on which the nominated exeat day falls for them to be eligible for such leave.

- (b) The Employer may direct an employee in (a) above to work on the nominated exeat day.

PROVIDED THAT where the Employer does so the employee is entitled to take another work day off in lieu. The day to be taken in lieu is to be determined by consultation between the Employer and the employee and is to be taken within 4 weeks of the nominated exeat day on which the employee was required to work.

41 REDUNDANCY

41.1 Definition of redundancy

A redundancy occurs where the Employer no longer requires the job done by the employee to be done by anyone except where this is due to ordinary and customary turnover of labour.

41.2 Redeployment or voluntary redundancy

Where a redundancy has occurred, the Employer will give reasonable consideration to:

- (a) the efforts that can be made to redeploy existing staff to other suitable roles; and
- (b) applications by other employees indicating that they are willing to accept a voluntary redundancy. The Employer is not obliged to accept any particular expression of interest in a voluntary redundancy.

41.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

41.4 Employee leaving during notice

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

41.5 Time off during notice period

An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

41.6 Redundancy pay

An employee whose employment is terminated for reasons of redundancy will be entitled to payment in accordance with the NES (as amended from time to time) which currently provides for:

Employee's period of continuous service with the Employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks

At least 9 years but less than 10 years 16 weeks

At least 10 years 16 weeks

41.7 Exemption to pay redundancy pay

There is no requirement for the Employer to pay redundancy pay to any employee:

- (a) who resigns from their employment with the Employer;
- (b) where their employment is terminated as a consequence of conduct or capacity;
- (c) who is engaged as a casual employee;
- (d) where the employment of an employee is terminated as a consequence of concluding a fixed term or fixed task or receiving payment in lieu of the requirement to perform the arrangement to its agreed conclusion or expiry;
 - who are transferring employees under a transfer of business in accordance with the Fair Work Act;
- (e) where the Employer obtains acceptable alternative employment for them; or
- (f) who reject an offer of employment made by another employer that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Employer immediately before the termination;
 - (ii) recognises the employee's service with the Employer; and
 - (iii) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.

41.8 Part-time employees

- (a) If a part-time employee's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

42 UNION DELEGATE LEAVE

One employee who is acting as a union delegate is entitled to one day per

annum (non-cumulative) of paid leave to attend trade union training

43 ABSORPTION OF FAIR WORK AUSTRALIA ADJUSTMENTS

Provided that salaries do not fall below those specified in the Educational Services (Teachers) Award 2010 adjustments granted during the life of the Agreement will be absorbed in the salary levels applicable under this Agreement.

44 PUBLIC HOLIDAYS

- (a) Public holidays are provided for in the NES.
- (b) The Employer may substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the school year.

45 REQUESTING FLEXIBLE WORK ARRANGEMENTS

- (a) Employees who have worked for at least 12 months can request flexible working arrangements for personal reasons, family reasons, transition to retirement or other reasons as provided for under the NES.
- (b) The request must be made in writing and set out details of the change sought and reasons for the change. Such a request may only be refused on reasonable business grounds related to the needs of the workplace.
- (c) Where it is agreed that the employee will modify his/her hours for a specified period of time, the agreement must be in writing and signed by parties. In the absence of any agreement to the contrary, except where the employee is transitioning to retirement, the employee shall retain the right to resume his/her previous employment terms on expiry of the agreement.

46 RESERVED ITEMS

The Employer and Employees will discuss during the lifetime of the agreement and at the next enterprise agreement bargaining process;

- a) contact time and face-to-face hours
- b) the payment of long service leave entitlements for part-time employees, and;

- c) Salary parity between CT8 and the Tasmanian Department of Education's Band 1 Level 13

47 NO FURTHER CLAIMS

The parties covered by this Agreement undertake that for the duration of the Agreement no further claims will be made on the School in respect of, wages or working conditions.

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

48 SIGNATORIES

For the Trustee for Christ College Trust trading as St Michael's Collegiate School:

Signature



Name: Adam Forsyth
Title: Principal
Address: 218 Macquarie Street, Hobart

For the Independent Education Union:

Signature



Name: Jeremy Oliver
Title: Union Organiser
Address: 212 Liverpool Street
Hobart.

For and on behalf of the Employees employed Teaching staff by the Employer
(nominated representative):

Signature 

Name: ANDREW JONES

Title: HEAD OF SCIENCE

Address: 218 MACQUARIE ST, HOBART .

ANNEXURE A



Tasmanian
Government

Department of Justice

WorkSafe Tasmania PO Box 56
Rosny Park TAS 7018



Phone 03 6166 4736 Fax 03 6173 0206
Email robyn.pearce@justice.tas.gov.au Web www.worksafe.tas.gov.au

28 August 2020

Mr Fergus Leicester
Chief Operating Officer
St Michael's Collegiate School
PO Box 215
SANDY BAY TAS 7006
By email: collegiate@collegiate.tas.edu.au

Dear Mr Leicester

Exemption under the *Long Service Leave Act 1976* – St Michael's Collegiate School

I refer to your correspondence dated 22 June 2020, addressed to the Secretary of the Department, Ginna Webster, seeking a renewal of your exemption from the operation of specific provisions of the *Long Service Leave Act 1976* (the Act).

Authority to grant exemptions under section 7 of the Act has been delegated to the Chief Executive of WorkSafe Tasmania, under the authority of section 35 of the *State Service Act 2000*. Accordingly, I have determined your request under that delegation and in accordance with section 7 of the Act.

The purpose of your request is to provide St Michael's Collegiate School (Collegiate) employees (both teaching and non-teaching staff, including childcare staff) with an initial entitlement to 13 weeks of long service leave upon completing 10 years of continuous employment. The employees are subsequently entitled to 13 weeks long service leave for every additional 10 years of continuous employment.

In more detail, your exemption application seeks to allow for the following arrangements:

1. Collegiate employees will accrue 13 weeks long service leave in respect of every 10 years of continuous employment.

The current entitlement under the Act is $8\frac{2}{3}$ weeks' long service leave after 10 years of continuous employment. The exemption arrangement provides Collegiate employees an entitlement of 13 weeks long service leave after 10 years of continuous employment. The exemption also provides entitlements of 13 weeks long service leave for each subsequent 10 years of continuous employment.

This proposed arrangement requires an exemption from sections 8(2)(a)(i) and 8(2)(a)(ii) of the Act and section 12(10)(a).

2. Where a Collegiate employee has completed 7 years but less than 10 years of continuous employment and the circumstances in section 8(3) apply, the employee will be entitled to pro rata long service leave as bears the same proportion to 13 weeks as the total period of the employee's employment bears to 10 years.

This proposed arrangement reflects the change in the long service leave entitlement from $8\frac{2}{3}$ weeks after 10 years to 13 weeks after 10 years.

This proposed arrangement requires an exemption from section 8(2)(b) of the Act.

3. On termination of employment, a Collegiate employee will be entitled to an additional period of long service leave in respect of the number of years of continuous employment since the last accrual of long service leave which bears the same proportion to 13 weeks as that number of years bears to 10 years.

This proposed arrangement reflects the change to the long service leave entitlement to 13 weeks after 10 years rather than $8\frac{2}{3}$ weeks after 10 years (the entitlement provided under the Act).

This proposed arrangement requires an exemption from section 8(2)(a)(iii) of the Act.

4. Where an employee dies whilst he or she is still in the continuous employment of Collegiate having completed:

- (a) more than 10 years of continuous employment with Collegiate, it shall, in addition to any sum payable under section 9(1) of the Act, pay to the employee's personal representatives, in respect of that period of continuous employment that is after the last accrual of entitlement to long service leave, a sum equal to the amount**

of his or her ordinary pay for a period equalling 1/40th of the first-mentioned period; or

(b) at least 7 years, but less than 10 years of continuous employment with Collegiate, it shall pay to the employee's personal representatives a sum equal to the amount of the employee's ordinary pay for a period equalling 1/40th of the period of his or her continuous employment.

These proposed arrangements reflect the higher accrual rate of 13 weeks after 10 years.

This proposed arrangement requires an exemption from section 9(2) of the Act.

On the basis of the information you have provided, and in accordance with section 7(1) of the Act, I am satisfied that affected employees will be entitled to benefits that are not less favourable than those prescribed by the Act, and it is in the best interests of employees that an exemption be granted.

To enable the above entitlements to be provided, I grant St Michael's Collegiate School an exemption, pursuant to section 7 of the Act, from the operation of the following provisions of the Act, subject to the conditions specified in Annexure A (attached) being applied in lieu of:

- Section 8(2); □ Section 9(2); and
- Section 12(10)(a).

This exemption takes effect on 31 August 2020 and is valid for five years.

Please note that in all other respects, the provisions of the Act remain applicable and no other consequential exemptions or amendments can be made without further application.

Upon the commencement of this exemption, the previous exemption dated 29 September 2015, granted by the then Secretary of the Department of Justice, Mr Simon Overland, is rescinded.

If you have any queries, please contact the Director of Policy, Wendy Clarkson, on (03) 6166 4660 or wendy.clarkson@justice.tas.gov.au at first instance.

Yours sincerely



Robyn Pearce

**Chief Executive [Acting]
Delegate of the Secretary of the Department of Justice**

Exemption pursuant to section 7 of the *Long Service Leave Act 1976*
St Michael's Collegiate School
 Effective 31 August 2020 to 30 August 2025

Exempted Provision	Conditions
Section 8(2)	<p>Subject to section 8(4) of the <i>Long Service Leave Act 1976</i> (the Act), the period of long service leave to which a Collegiate employee is entitled is:</p> <p style="padding-left: 40px;">on the completion of at least 10 years' continuous employment with Collegiate (the employer):</p> <ul style="list-style-type: none"> (i) 13 weeks' long service leave in respect of each 10 years' continuous employment with the employer; and (ii) on the termination the employee's employment, an additional period of long service leave in respect of the number of years' continuous employment with the employer since the last accrual of entitlement to long service leave under subparagraph (i), such a period of long service leave as bears the same proportion to 13 weeks as that number of years bears to 10 years; or <p style="padding-left: 40px;">an employee whose circumstances are listed in section 8(3) of the Act, who has completed 7 years', but has not completed 10 years' continuous employment with the employer, such period of long service leave as bears the same proportion to 13 weeks as that number of years bears to 10 years,</p> <p>Note that for the purposes of (b) above, sections 8(3) and 8(3A) of the Act are taken to apply to condition (b) above as if section 8(3) referred to that condition and not section 8(2)(b) of the Act.</p>

Section 9(2)	<p>Where an employee dies while he or she is still in the continuous employment of the employer after having completed at least:</p> <p>(a) 10 years' continuous employment with the employer – the employer shall, in addition to any sum payable under section 9(1) of the Act, pay to the employee's personal representatives, in respect to the period of that continuous employment that is after the last accrual of entitlement to long service leave, a sum equal to the amount of the employee's ordinary pay for a period equalling 1/40th of the first mentioned period; or</p> <p>(b) at least 7 years', but less than 10 years', continuous employment with the employer – the employer shall pay to the employee's personal representative a sum equal to the amount of the employee's ordinary pay for a period</p>
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	<p>equal to 1/40th of the period of the employee's continuous employment.</p>
Section 12(10)	<p>Except in the case of an employee to whom section 12(4) of the Act relates, nothing in the conditions of this exemption requires the employer to grant to an employee leave to which the employee has become entitled, unless the period of leave to which he or she has become entitled is equal to or greater than 13 weeks in respect of each period of entitlement.</p>
General	<p>Within 28 days of the granting of the exemption, the employer must ensure all employees affected by the exemption are:</p> <ul style="list-style-type: none"> <input type="checkbox"/> informed that an exemption has been granted; <input type="checkbox"/> provided access to the letter granting the exemption, and this Annexe setting out the conditions; and <input type="checkbox"/> informed that any employee who is aggrieved by this decision may appeal to a Full Bench of the Tasmanian Industrial Commission in accordance with section 14 of the Act.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/5116

Applicant:

The Trustee for Christ College Trust, trading as St Michael's Collegiate School

Undertaking- section 190

I, Fergus Leicester, give the following undertaking with respect to the *St Michael's Collegiate School (Teachers) Enterprise Agreement 2020* ("the Agreement"):

1. I have the authority given to me by St Michael's Collegiate School to provide this undertaking in relation to this application before the Fair Work Commission.

Clause 17.3 – Rate Calculations

2. For the purposes of clause 17.3(a)(ii) of the Agreement, this clause shall be read as:

(ii) 'rate per timetabled lesson(s) (maximum 6 per day)

Formula

number of timetabled lesson(s) taught per day	x	annual salary scale rate
total number of timetabled lesson(s) per day		200

Provided that the amount paid to an employee must exceed what the employee would have been paid if the *Educational Services (Teachers) Award 2010* applied to the employee.

Employer name: St Michael's Collegiate School

Authority to sign: Chief Operating Officer

Signature:



Date: 30 January 2020

**ST MICHAEL'S COLLEGIATE SCHOOL (TEACHERS) ENTERPRISE
AGREEMENT 2020**

VARIATION

1. These variations will take effect from the date approved by the Fair Work Commission.
2. In clause 14.1(a), delete the 'Mar 2021 (2.50%)' and 'Mar 2022 (2.50%)' column and replace with

Mar 2021 (1.00%)	Mar 2022 (2.50%)
\$63,994	\$65,593
\$66,661	\$68,328
\$72,668	\$74,485
\$76,934	\$78,857
\$81,202	\$83,232
\$85,472	\$87,609
\$89,747	\$91,990
\$94,011	\$96,361
\$98,282	\$100,739
\$102,562	\$105,127
\$103,572	\$106,162
\$97,770	\$100,214
\$102,215	\$104,770
\$106,665	\$109,332
\$107,675	\$110,367

3. In clause 14.1(d), delete 'in' and replace with 'as'.
4. In clause 14.2, add at the beginning of the clause '*Other than in 1 March 2021,*'.
5. In clause 15.1, delete the '1 Mar 2021' and '1 Mar 2022' column in the first table and replace with:

1 Mar 2021	1 Mar 2022
\$ 2,051	\$ 2,103
\$ 4,103	\$ 4,205
\$ 6,154	\$ 6,308
\$ 8,205	\$ 8,410
\$ 10,257	\$ 10,513
\$ 12,308	\$ 12,616
\$ 14,359	\$ 14,718
\$ 16,410	\$ 16,821
\$ 18,461	\$ 18,922
\$ 20,512	\$ 21,025

6. In clause 15.1, delete the '1 Mar 2021' and '1 Mar 2022' column in the second table and replace with:

1 Mar 2021	1 Mar 2022
\$ 2072	\$2,123
\$ 4143	\$4,247
\$ 6215	\$6,370
\$ 8286	\$8,493
\$ 10358	\$10,616
\$ 12429	\$12,740
\$ 14501	\$14,863
\$ 16572	\$16,986
\$ 18643	\$19,109
\$ 20714	\$21,232

7. In clause 17.3(a)(ii), after '*rate per timetabled lesson(s)*' add '*(maximum 6 per day)*' and delete the Undertaking.
8. In Annexure A, the exemption granted by the Secretary of the Department of Justice on 29 September 2015 is replaced with the exemption granted on 28 August 2020.

SIGNATORIES

For the Trustee for Christ College Trust trading as St Michael's Collegiate School:

Signature



Name: Adam Forsyth
Title: Principal
Address: 218 Macquarie Street, Hobart

For the Independent Education Union:

Signature



Name: Jeremy Oliver
Title: Union Organizer
Address: 212 Liverpool Street
Hobart

For and on behalf of the Employees employed Teaching staff by the Employer (nominated representative):

Signature



Name: ANDREW JONES
Title: MR. HEAD OF SCIENCE
Address: 218 MACQUARIE ST, HOBART