



# DECISION

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

**Christ College Trust T/A Launceston Church Grammar School**  
(AG2023/1823)

## **LAUNCESTON CHURCH GRAMMAR SCHOOL (GENERAL STAFF) ENTERPRISE AGREEMENT 1 JANUARY 2023 - 31 DECEMBER 2025**

Educational services

COMMISSIONER MATHESON

SYDNEY, 3 JULY 2023

*Application for approval of the Launceston Church Grammar School (General Staff)  
Enterprise Agreement 1 January 2023 - 31 December 2025*

[1] An application has been made for approval of an enterprise agreement known as the *Launceston Church Grammar School (General Staff) Enterprise Agreement 1 January 2023 – 31 December 2025* (Agreement). The application was made by Christ College Trust (Applicant) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act). The Agreement is a single enterprise agreement.

[2] Changes to the Act came into effect on 6 June 2023 in relation to genuine agreement. The notification time for the Agreement is a date prior to 6 June 2023. In these circumstances and as a consequence of the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Amending Act), clause 66 of Part 13 of Schedule 1 of the Act has the effect that despite the amendments made to the Act by Part 14 of Schedule 1 to the Amending Act, Part 2-4 of the Act continues to apply as if the amendments had not been made. The application has been assessed on this basis, taking into account the provisions of Part 2-4 of the Act in force immediately prior to the commencement of the amendments.

[3] Further, the Agreement was made prior to 6 June 2023 and the effect of clause 67 of Part 13 of Schedule 1 of the Act is that the amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the better off overall test do not apply to the agreement.

[4] On the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to the application for approval of the Agreement have been met.

[5] The Independent Education Union of Australia and Australian Nursing and Midwifery Federation, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 July 2023. The nominal expiry date of the Agreement is 31 December 2025.



COMMISSIONER

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# **Launceston Grammar**

**EST. 1846**

## **LAUNCESTON CHURCH GRAMMAR SCHOOL GENERAL STAFF ENTERPRISE AGREEMENT**

**1 JANUARY 2023 – 31 DECEMBER 2025**

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## PART 1 APPLICATION AND OPERATION

### 1. TITLE

This Agreement will be known as the Launceston Church Grammar School (General Staff) Enterprise Agreement 1 January 2023 – 31 December 2025, referred to throughout this document as “the Agreement” or “this Agreement.”

### 2. SCOPE

This Agreement will apply to Launceston Church Grammar School in respect of the employment of general staff. Refer [sub-clause 3\(B\)](#) below.

### 3. PARTIES BOUND

This Agreement will be binding upon:

- (A) Christ College Trust trading as Launceston Church Grammar School and its Board, 36 Button Street, Mowbray Heights, Tasmania (the employer).
- (B) General Staff employed by the Employer at Launceston Church Grammar School under the scope of the Award, the Educational Services (Schools) General Staff Award 2020 – MA000076, referred to throughout this Agreement as “the Award”.

### 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 will be affected by the supersession.

### 5. DATE AND OPERATION OF THE AGREEMENT

This Agreement will be effective 7 days after the date it is approved by the Fair Work Commission and will expire on 31 December 2025.

### 6. DEFINITIONS AND INTERPRETATION

The terminology used throughout this Agreement is consistent with [Clause 2](#) of the Award.

The following definitions apply in addition to those prescribed by the Award.

**Act** means the [Fair Work Act 2009](#) (Cth) as amended

**Award** means the [Educational Services \(Schools\) General Staff Award 2020](#) – MA000076.

**Boarding Supervision employee** means being an employee whose principal duties are to support the operation of a school’s boarding house in relation to the supervision of students.

**employee** means a person employed by Launceston Church Grammar School under the classification structure of the Award.

**Employer** means the Christ College Trust trading as Launceston Church Grammar School.

**Head of School** means the employee appointed by the Employer as the most senior leadership position in the School. The Head of School may also be known as the Head of School, Principal or Chief Executive Officer. Throughout this Agreement, where the Head of School is referenced, this includes his or her appointed delegate.

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the Fair Work Act 2009 (Commonwealth).

**School** means Launceston Church Grammar School.

**Sleepover** means sleeping in at night at premises owned or operated by the School to undertake duty of care requirements and to be on call for emergencies.

## 7. THE NES AND THE AWARD

[Clause 3](#) of the Award applies to this Agreement with no variation.

## 8. RELATIONSHIP TO THE AWARD AND THE NATIONAL EMPLOYMENT STANDARDS

The National Employment Standards (NES) are provided for in [sections 59 – 131](#) of the Fair Work Act 2009 (Commonwealth) referred to throughout this Agreement as “the Act”.

- (A) This Agreement incorporates the [Educational Services \(Schools\) General Staff Award 2020](#) – MA000076, as in force from time to time.
- (B) To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award, this Agreement will override the Award term or condition.
- (C) Where this Agreement is silent on a particular matter, the relevant terms of the Award will apply.
- (D) Where this Agreement and the Award are silent on a particular matter the relevant terms of the NES will apply.
- (E) The NES provisions cannot be diminished by this Agreement (or any other form of agreement).

Where a clause or sub-clause of the Award is varied or does not apply, this is detailed at the commencement of the relevant clause. Where there is an unintentional diminution of a relevant provision of the NES by a provision of this Agreement, the NES provision will apply to the extent of the diminution.

## 9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

[Clause 5](#) of the Award is replaced as follows.

### 9.1 GENERAL PROVISIONS

The Employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:

- (A) The arrangement deals with one or more of the following matters:

- (i) arrangements for when the work is performed; or
  - (ii) overtime rates; or
  - (iii) penalty rates; or
  - (iv) allowances; or
  - (v) annual leave loading; and
- (B) the arrangement meets the genuine needs of the Employer and the employee in relation to one or more of the matters mentioned in [paragraph \(A\)](#) and
- (i) the arrangement is genuinely agreed to by the Employer and the employee without coercion or duress.

## 9.2 LAWFUL AGREEMENT AND BETTER OFF OVERALL

The Head of School must ensure that the terms of the individual flexibility arrangement:

- (A) are about permitted matters under [section 172](#) of the Act; and
- (B) are not unlawful terms under [section 194](#) of the Act; and
- (C) result in the employee being better off overall than the employee would be if no arrangement was made.

## 9.3 AGREEMENT REQUIREMENTS

The Head of School must ensure that the individual flexibility arrangement:

- (A) is in writing; and
- (B) includes the name of the School and the employee; and
- (C) is signed by the Head of School or and the employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and
- (D) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (E) states the date on which the arrangement commences.

## 9.4 DOCUMENTATION

The Head of School must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.



## 9.5 TERMINATION

The Head of School or the employee may terminate the individual flexibility arrangement:

- (i) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (ii) if the Head of School and the employee agree in writing – at any time.

## 10. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

[Clause 6](#) of the Award applies to this Agreement except the dispute resolution process to be followed is the process set out under [clause 44](#) of this Agreement and not [clause 31](#) of the Award.

## 11. FACILITATIVE PROVISIONS

[Clause 7](#) of the Award applies to this Agreement with no variation.

## 12. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide:

- (A) Opportunities for the School Board, management and general staff of the School to work together in contributing to the School's aims, objectives and philosophy.
- (B) A working environment that provides opportunities for employee development and fulfillment and promotes an inclusive, mutually respectful relationship between the Employer and employees.

## 13. AGREEMENT VARIATIONS

Any proposal to vary this Agreement will be in accordance with the process set out in [sections 207 – 227](#) of the Act.

## 14. JOB SECURITY

The parties to the Agreement are committed to job security for general staff.

## PART 2 TYPES OF EMPLOYMENT AND CLASSIFICATIONS

### 15. TYPES OF EMPLOYMENT

#### 15.1 EMPLOYMENT CATEGORIES

[Sub-clause 8.1](#) of the Award is replaced with the following.

Employees under this Agreement will be employed in one of the following categories:

- (A) Full-time employment;
- (B) Part-time employment;
- (C) Casual employment; or
- (D) Fixed term employment.

#### 15.2 EMPLOYER TO INFORM EMPLOYEE OF CATEGORY AT THE TIME OF ENGAGEMENT

[Sub-clause 8.2](#) of the Award is replaced with the following:

At the time of engagement, the Employer will inform each employee of their employment category and the employee's classification.

### 16. FULL-TIME EMPLOYMENT

[Clause 9](#) of the Award is replaced with the following:

A full-time employee is an employee engaged to work 37.5 hours per week or an average of 37.5 hours per week pursuant to [clause 23](#) of this Agreement.

### 17. PART-TIME EMPLOYMENT

[Clause 10](#) of the Award is replaced with the following:

- (A) A part-time employee is engaged to work:
  - (i) less than 37.5 ordinary hours per week or an average of less than 37.5 hours per week; and/or
  - (ii) for less than the full school year and who has reasonably predictable hours of work.
- (B) A part-time employee will be paid an hourly rate of 1/37.5th of the weekly rate for the employee's classification.
- (C) A part-time employee's award entitlements will be calculated on a pro-rata basis.
- (D) At the time of engagement, the Employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the school year the employee will work and starting and finishing times each day.

- (E) The terms of the working arrangement in [paragraph \(D\)](#) of this sub-clause may be varied by agreement between the Employer and the employee. Any such variation will be recorded in writing.
- (F) The Employer may require a part-time employee to work reasonable additional hours in accordance with the provisions of [sub-clause 30.3](#) of this Agreement.

## 18. CASUAL EMPLOYMENT

[Sub-clauses 11.1 to 11.5](#) of the Award are replaced as follows:

### 18.1 DEFINITION

A casual employee is defined by s.15A of the Act.

### 18.2 CASUAL LOADING

A casual employee will be paid for each ordinary hour worked an hourly rate of 1/37.5th of the weekly rate for the employee's classification, plus 25%.

### 18.3 CASUAL PAYMENT

A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time employees.

### 18.4 ORDINARY HOURS OF WORK

The ordinary hours of work for a casual employee will be a maximum of 37.5 hours per week.

### 18.5 MINIMUM ENGAGEMENT

A casual employee will be engaged and paid for a minimum of two (2) hours for each engagement, with the following exceptions:

- (i) A preschool/childcare services employee working in an out of school hours care program may satisfy the two (2) hours minimum by working one hour before school and one hour after school on the same day.
- (ii) Instructional Services employees engaged as Instrumental Music Tutors will be paid a minimum payment of sixty (60) minutes for each engagement.

### 18.6 RIGHT TO REQUEST CASUAL CONVERSION

[Sub-clause 11.5](#) of the Award applies with no variation.

### 18.7 OVERTIME

When a casual employee works overtime, they must be paid the applicable overtime rates in clause 30.2 of this Agreement.

## 19. FIXED TERM EMPLOYMENT

An employee may be employed for a fixed period of time for a period of at least four (4) weeks but no more than twenty-four (24) months on either a full-time or part-time basis to:

- (A) undertake a specific project for which funding has been made available; or
- (B) undertake a specified task which has a limited period of operation; or
- (C) replace an employee who is on leave, performing other duties temporarily or whose employment has terminated after commencement of the school year.

## 20. PROBATIONARY EMPLOYMENT

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

### (A) Employees other than Fixed Term Employees

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

- (i) In the process of appointment, the employee will be provided with a copy of the Launceston Church Grammar School Staff Professional Code of Conduct.
- (ii) The probationary period will be of six (6) months duration and will commence from the employee's first day of employment.
- (iii) As part of the engagement/probationary process the employee will:
  - (1) undertake the School's onboarding and induction process;
  - (2) be included in the School's mentoring process for first year employees; and
  - (3) meet with the person appointed by the Employer to be responsible for the management of the employee's period of probationary employment.
- (iv) Where it is requested by the probationary employee, he or she may, in conjunction with the person responsible for the management of the employee's period of probationary employment, complete an "interim probationary performance appraisal."

As part of this process, objectives may be developed to assist the employee in meeting the expectations of the School during the remainder of the probationary employment period. Where a probationary employee wishes to complete an "interim probationary performance appraisal" the request to do so must be made in the first three (3) months of their probationary period.

- (v) Before the completion of his or her probationary period the employee shall complete a "probationary employment performance appraisal" in conjunction with the person responsible for the management of the employee's period of probationary employment. On completion of this appraisal the Employer will either:

- (1) appoint the employee to the permanent staff of the School. In such instances the Employer shall provide the employee with a letter of confirmation; or
- (2) terminate the employment of the employee.

(B) Fixed Term Employees

Where an employee is employed as a Fixed Term employee and:

- (i) the period of appointment exceeds one (1) school term; and
- (ii) it is the first time the employee has been employed by the School; or
- (iii) a period of five (5) years has elapsed since the employee's last employment with the Employer, the fixed term employee may be required by the Employer to successfully complete a period of probationary employment in accordance with the following requirements:
  - (1) In the process of appointment, the employee will be provided with a copy of the Launceston Church Grammar School Staff Professional Code of Conduct.
  - (2) The probationary period will be of six (6) months duration and will commence from the employee's first day of employment.
  - (3) As part of the engagement/probationary process the employee will:
    - undertake the School's onboarding and induction process;
    - be included in the School's mentoring process for first year employees; and
    - meet with the person appointed by the Employer to be responsible for the management of the employee's period of probationary employment.
- (iv) Before the completion of his or her probationary period the employee shall complete a "probationary employment performance appraisal" in conjunction with the person responsible for the management of the employee's period of probationary employment. On completion of this appraisal the Employer will either:
  - (1) confirm the employee's fixed term appointment. In such instances the Employer will provide the employee with a letter of confirmation; or
  - (2) terminate the employment of the fixed term employee.

**PROVIDED THAT** a fixed term employee's successful completion of a period of probationary employment does not provide the fixed term employee with any right to permanent employment beyond the period of their fixed term employment.

(C) Summary Dismissal of a Probationary General Staff Employee

Nothing in this sub-clause will prevent the Head of School from terminating a probationary employee's employment at any time during the probationary period of employment where it can be demonstrated that:

- (i) the employee, who is on notice, is consistently failing to meet the expectations of the, or
- (ii) there is justification for summary dismissal in accordance with relevant provisions of the *Fair Work Act 2009* (Cth).

## 21. LEAVE WITHOUT PAY DURING NON-TERM WEEKS

### 21.1 ARRANGEMENTS

Sub-clause 12.1 of the Award applies to this Agreement with no variation.

### 21.2 CALCULATING ANNUAL SALARY

Sub-clause 12.2 of the Award is replaced with the following:

- (A) Sub-clauses 12.2(a), (c), (d), (e), and (f) of the Award apply to this Agreement with no variation.
- (B) Sub-clause 12.2(b) of the Award is replaced with the following:

The adjusted annual salary for an employee is:

$$A = C \times \frac{\text{working weeks} + 5 \text{ weeks annual leave}}{52.18}$$

**Where: A** means the employee's adjusted annual salary

**C** means the annual salary as contained in clause 26 of this Agreement.

**Working weeks** means the number of weeks that the employee is required to work.

## 22. CLASSIFICATIONS

### 22.1 CLASSIFICATION LEVELS

Clause 13 of the Award is replaced with the following:

- (A) With the exception of employees who are awarded entry to the Senior Specialist classification in accordance with clause 22.2 of this Agreement, all employees must be classified according to the structure set out in clause 49 of this Agreement and paid the minimum wage in sub-clause 26.1 of this Agreement.
- (B) The Employer must advise an employee in writing of his or her classification and of any changes to their classification.

## 22.2 SENIOR SPECIALIST CLASSIFICATION

- (A) Employees classified as Level 3 or Level 5 who have reached classification service step 3.6 or 5.4 are able to apply to the employer for promotion to the Senior Specialist role.
- (B) The application and approval process for promotion will sit outside of the Agreement, and must be submitted for assessment via the employee's Head of Department using the Senior Specialist application form. Applications will be assessed on the basis of the qualifications, skills, expertise, leadership and experience the applicant will bring to the Senior Specialist role. Where an employee's application is successful they will be promoted to the Senior Specialist role with from the beginning of the next full pay period.

## PART 3 HOURS OF WORK

### 23. ORDINARY HOURS OF WORK

#### 23.1 ORDINARY HOURS OF WORK – EMPLOYEES OTHER THAN SHIFTWORKERS

Sub-clauses 14.1 and 14.2 of the Award are replaced with the following:

Subject to this clause, a full-time employee's ordinary hours of work will be 37.5 per week. The ordinary hours of work for a part-time or casual employee will be in accordance with clause 17 for part time employees and clause 18.4 for casual employees of this Agreement.

#### 23.2 AVERAGING OF HOURS

Sub-clause 14.4 of the Award applies to this Agreement with no variation.

#### 23.3 BOARDING SUPERVISIONS SERVICES EMPLOYEES

Sub-clause 14.5 of the Award is replaced with the following:

Where a Boarding Supervision Services employee's hours of work are averaged over a period of 12 months, the employee will be paid the applicable annual rate in clause 26 of this Agreement for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement, and the following clauses will not apply:

- (A) clause 21 – leave without pay during non-term weeks;
- (B) sub-clause 23.5 – rostered days off;
- (C) clause 24 – ordinary hours-shiftworkers
- (D) clause 30 – overtime; and
- (E) clause 31 – penalty rates.

#### 23.4 WHEN ORDINARY HOURS MAY BE WORKED

Sub-clauses 14.6 and 14.7 of the Award is replaced with the following:

- (A) The ordinary hours of work will be worked on no more than five (5) days in any seven (7) days.
- (B) For all employment classifications as defined in clause 22 of this Agreement, the ordinary hours of work are to be worked on any day from Monday to Sunday between the hours of 6:00am and 8:00pm.

**PROVIDED THAT** where there is mutual agreement between the School and the majority of employees in the particular group, the starting and finishing times may be varied by up to one (1) hour so long as the total hours remain unchanged.



### 23.5 ROSTERED DAYS OFF

- (A) [Sub-clause 14.8](#) of the Award does not apply to this Agreement.
- (B) In lieu of a system for Rostered Days Off, the general staff of the School have access to documented School policies for Time Off in Lieu (TOIL) and Purchased Leave.

## 24. ORDINARY HOURS OF WORK – SHIFTWORKERS

[Clause 15](#) of the Award is replaced with the following:

### 24.1 ORDINARY HOURS FOR SHIFTWORK

The definitions for shiftwork are provided for in [sub-clause 31.1](#) of this Agreement. The ordinary hours for shiftwork will:

- (A) be worked continuously each shift (except for broken shifts and meal breaks);
- (B) not exceed ten (10) hours, inclusive of a meal break in any single shift; and
- (C) be rostered in accordance with [sub-clause 24.2](#) of this Agreement.

### 24.2 ROSTERING

- (A) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the employees at least seven (7) days before the commencement of the roster period.
- (B) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty rate in accordance with [clause 31](#) of this Agreement.
- (C) Altering the Roster
  - (i) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven (7) days' notice.
  - (ii) Notwithstanding [sub-clause 24.2\(C\)\(i\)](#) a roster may be altered at any time to enable the functions of the Employer to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to be paid 150% of the minimum hourly rate instead of any other penalty rate that may apply.
  - (iii) Where the alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.
- (D) Broken Shifts
  - (i) An employee may be rostered to work ordinary hours in a broken shift which is defined as a shift that is rostered in two (2) periods of duty, exclusive of breaks, per day.

- (ii) Where an employee (other than a casual employee) is rostered to work a broken shift, the employee will be paid in accordance with [sub-clause 31.4](#) of this Agreement, with a minimum payment as for two (2) hours for each period of duty.

**Note:** The example – broken shift (part-time employees) provided for in [sub-clause 15.2](#) of the Award applies to this Agreement with no variation.

## **25. BREAKS**

### **25.1 MEAL BREAK**

[Sub-clause 16.1](#) of the Award is replaced with the following:

An employee will be entitled to an unpaid meal break of thirty (30) minutes no later than six (6) hours after commencing work.

### **25.2 REST BREAK**

[Sub-clause 16.2](#) of the Award applies to this Agreement with no variation.

### **25.3 BREAKS BETWEEN PERIODS OF DUTY**

[Sub-clause 16.3](#) of the Award applies to this Agreement with no variation.

## PART 4 WAGES AND ALLOWANCES

### 26. MINIMUM RATES

#### 26.1 ANNUAL RATES OF PAY

[Sub-clause 17.1](#) of the Award is replaced with the following:

The annual rates of pay for the School effective from the first full pay period commencing on or after (ffppcoa) 1 March 2022 are provided in the table below.

**PROVIDED THAT** the rates detailed above are based on a FTE week of 37.5 hours in accordance with [clause 23](#) of this Agreement.

Classification	Relativity	01/03/2022 ffppcoa \$	01/03/2023 Ffppcoa +3.5% \$	01/03/2024 ffppcoa +3% \$	01/03/2025 ffppcoa +3% \$
<b>Level 1</b>	88%				
1.1		25.23	26.11	26.90	27.70
1.2		26.24	27.16	27.97	28.81
1.3		27.22	28.17	29.02	29.89
<b>Level 2</b>	95%				
2.1		27.23	28.18	29.03	29.90
2.2		28.13	29.11	29.99	30.89
2.3		-	29.26	30.14	31.04
2.4		-	29.41	30.29	31.20
<b>Level 3</b>	100%				
3.1		28.66	29.66	30.55	31.47
3.2		29.19	30.21	31.12	32.05
3.3		29.81	30.85	31.78	32.73
3.4		-	31.01	31.94	32.90
3.5		-	31.16	32.10	33.06
3.6		-	31.32	32.26	33.23
<b>Senior Specialist</b>			34.89	35.94	37.01
<b>Level 4</b>	106%				
4.1		30.38	31.44	32.39	33.36
4.2		31.96	33.08	34.07	35.09
<b>Level 5</b>	115%				
5.1		32.96	34.11	35.14	36.19
5.2		34.61	35.82	36.90	38.00
5.3		-	36.00	37.08	38.19
5.4		-	36.18	37.27	38.39
<b>Senior Specialist</b>			37.76	39.27	40.84
<b>Level 6</b>	125%				
6.1		35.83	37.08	38.20	39.34
6.2		38.31	39.65	40.84	42.07

Classification (continued)	Relativity	01/03/2022 ffppcooa \$	01/03/2023 Ffppcooa +3.5% \$	01/03/2024 ffppcooa +3% \$	01/03/2025 ffppcooa +3% \$
7.1		39.55	40.93	42.16	43.43
7.2		40.85	42.28	43.55	44.85
7.3		42.14	43.61	44.92	46.27
<b>Level 8</b>	161%				
8.1		46.15	47.77	49.20	50.67

## 26.2 COMMENCEMENT LEVEL AND PROGRESSION

[Sub-clause 17.2](#) of the Award applies to this Agreement with no variation.

## 26.3 JUNIOR EMPLOYEE RATES

[Sub-clause 17.3](#) of the Award is replaced with the following:

- (A) A junior employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

- (B) The provisions of [sub-clause 26.4\(A\)](#) do not apply to employees engaged to work under the classification of Boarding Supervision Services employees as defined in [clause 6](#) of this Agreement.

## 26.4 APPRENTICE MINIMUM RATES

- (A) Apprentices may be employed in accordance with the provisions of clause 52 of this Agreement.
- (B) An apprentice, other than an adult apprentice, who commenced their apprenticeship before 1 January 2014 will be paid a percentage of the Level 3.1 rate provided in [sub-clause 26.3\(A\)](#) of this Agreement:

Year of apprenticeship	% of the Level 3.1 rate	Agreement Rate ffppcooa 01/03/2023 \$ per hour	Agreement Rate ffppcooa 01/03/2024 \$ per hour	Agreement Rate ffppcooa 01/03/2025 \$ per hour
1 <sup>st</sup> year	45%	13.35	13.75	14.16
2 <sup>nd</sup> year	55%	16.31	16.80	17.31
3 <sup>rd</sup> year	75%	22.25	22.91	23.60
4 <sup>th</sup> year	90%	26.69	27.50	28.32

- (C) An apprentice, other than an adult apprentice, who commenced their apprenticeship on or after 1 January 2014 and who did not complete Year 12 will be paid a percentage of the Level 3.1 rate provided in sub-clause 26.2(D) of this Agreement:

Year of apprenticeship, and has not completed Year 12	% of the Level 3.1 rate	Agreement Rate ffppcooa 01/03/2023 \$ per hour	Agreement Rate ffppcooa 01/03/2024 \$ per hour	Agreement Rate ffppcooa 01/03/2025 \$ per hour
1 <sup>st</sup> year	45%	14.83	15.28	15.74
2 <sup>nd</sup> year	55%	17.80	18.33	18.88
3 <sup>rd</sup> year	75%	22.25	22.91	23.60
4 <sup>th</sup> year	90%	26.69	27.50	28.32

- (D) An apprentice, other than an adult apprentice, who commenced their apprenticeship on or after 1 January 2014 and who completed Year 12 will be paid a percentage of the Level 3.1 rate provided in sub-clause 26.2(D) of this Agreement:

Year of apprenticeship, and has completed Year 12	% of the Level 3.1 rate	Agreement Rate ffppcooa 01/03/2023 \$ per hour	Agreement Rate ffppcooa 01/03/2024 \$ per hour	Agreement Rate ffppcooa 01/03/2025 \$ per hour
1 <sup>st</sup> year	45%	16.31	16.80	17.31
2 <sup>nd</sup> year	55%	19.28	18.86	20.46
3 <sup>rd</sup> year	75%	22.25	22.91	23.60
4 <sup>th</sup> year	90%	26.69	27.50	28.32

- (E) Adult apprentice rates

The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in sub-clause 26.1 of this Agreement, or the relevant rate prescribed in sub-clauses 26.5(B), (C) or (D) of this Agreement, whichever is the greater.

- (F) A person employed by the Employer under this Agreement immediately prior to entering into a training agreement as an adult apprentice with the Employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that:
- (i) the person has been an employee of the Employer for at least six (6) months as a full-time employee; or
  - (ii) twelve (12) months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.
- (G) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum rate that applies to the classification specified in sub-clause 26.1 of this Agreement in which the adult apprentice was engaged immediately prior to entering into the training agreement.

## 26.5 HIGHER DUTIES

[Sub-clause 17.5](#) of the Award applies to this Agreement with no variation.

## 26.6 SUPPORTED WAGE SYSTEM

[Sub-clause 17.6](#) of the Award applies to this Agreement with no variation.

## 26.7 NATIONAL TRAINING WAGE

[Sub-clause 17.7](#) of the Award applies to this Agreement with no variation.

## 26.8 ABSORPTION OF FAIR WORK COMMISSION WAGE RISES

- (A) The parties to this Agreement agree that any rise to the minimum Award rates handed down by the Fair Work Commission, will be absorbed by the % rises detailed in this Agreement in [sub-clause 26.1](#) only if the wage rates detailed in this Agreement, remain above the minimum rates specified in the Award.
- (B) Should the wage rates detailed in this Agreement fall below the corresponding minimum Award rates set by the Fair Work Commission; the Agreement rates will be adjusted to match the Award rates.

## 26.9 CASUAL INSTRUMENTAL MUSIC TUTORS

For the life of this Agreement Casual Instrumental Music Tutors will be paid the following hourly rates inclusive of the 25% casual loading.

Classification	01/03/2022 ffppcooa \$ per hour	01/03/2023 Ffppcooa +3.5%	01/03/2024 ffppcooa +3%	01/03/2025 ffppcooa +3%
Casual Instrumental Music Tutors	70.73	73.21	75.40	77.66

## 27. PAYMENT OF WAGES

### 27.1 ARRANGEMENTS FOR WHEN WAGES ARE PAID

[Clause 18](#) of the Award applies to this Agreement with no variation.

### 27.2 REMUNERATION PACKAGING

#### (A) Purpose

This clause facilitates the provision of salary and benefit packages to employees whose employment is covered by this Agreement.

#### (B) Definitions

For the purpose of this sub-clause:

**Benefits** means the benefits selected by the employee from the benefits provided by the Employer.

**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.

**Fringe Benefits Tax** means tax imposed by the [Fringe Benefits Tax Assessment Act 1986](#) (Cth).

**Salary Sacrifice Benefits** means the salary sacrifice benefits made available by the Employer from time to time but will include – superannuation contributions to the extent relevant legislation permits an employee to salary sacrifice superannuation, at or above the minimum level specified by the Employer. Contributions will be made in accordance with [clause 29](#) of this Agreement.

(C) Conditions of Employment

Except as provided by this clause, an employee must be employed;

- (i) at a salary based on the salary scale detailed in [clause 26](#) of this Agreement; and
- (ii) on terms and conditions not less than those prescribed in this Agreement; or
- (iii) where the terms and conditions are not covered by this Agreement, not less than those terms and conditions prescribed by the Award.

(D) Salary Packaging Offer

The Head of School may offer to provide, and the employee may agree in writing to accept;

- (i) the benefits selected by the employee from those made available by the Employer; and
- (ii) a salary equal to the difference between the benefit value and the salary which would have applied to the employee under [clause 26](#) of this Agreement in the absence of an agreement made under the provisions of this clause.

(E) Available Benefits

The benefits will be those made available by the Employer.

(F) Notification of Benefits Value

The Head of School must advise the employee in writing of the benefit value and any packaging fee that will apply before the employee and the School enter into an agreement pursuant to [paragraph \(D\)](#) of this sub-clause.

(G) Salary Adjustment Authorisation

The employee authorises the Head of School to make the appropriate adjustments to the employee's salary in [paragraph \(F\)](#) of this sub-clause, as a consequence of any change to a benefit(s) value or packaging fee that may apply.

(H) Taxation Liability

The employee is, and remains, liable to pay or reimburse the Employer for any fringe benefits tax, or any other tax, and any salary packaging fees imposed by the Employer (or a party acting under contract for the Employer) on any benefit provided

to an employee under this sub-clause. Any such amounts included in the calculation of benefit value will be recognised as a contribution from the employee towards the liability imposed by this sub-clause.

(I) Calculation of Salary During Leave

Where, during the currency of an agreement entered into under [paragraph \(D\)](#) of this sub-clause:

- (i) an employee takes leave on full pay the employee will receive the benefits and salary referred to in paragraph (D) of this sub-clause;
- (ii) an employee who takes leave without pay is not entitled to any benefits during the period of leave;
- (iii) an employee who takes leave on less than full pay, the employee will receive:
  - (1) the benefits; and
  - (2) an amount of salary calculated by applying the formula:

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

where:

**W** = the salary determined under sub-Clause (C) of this section

**P** = the percentage of salary payable during the leave

**B** = the benefit value

**A** = the amount of salary

(J) Other Payments

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

- (i) during employment; or
- (ii) on termination of employment in respect of untaken paid leave; or
- (iii) on death,

will be at the rate of pay which would have applied to the employee under [paragraph \(B\)](#) of this sub-clause, in the absence of an agreement under [paragraph \(D\)](#) of this sub-clause.

(K) Overpayments and Other Liabilities

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

- (i) the Employer will be entitled to reimbursement of any overpayment; and/or
- (ii) the employee will 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 will be determined by negotiation between the Head of School and the employee. Amount of Sacrifice

For the life of this Agreement, at the request of an employee with due consideration of their financial circumstances, the employee may elect to salary sacrifice any amount, to the benefits provided for in [paragraph \(E\)](#) of this sub-clause.

(L) Changes to Packages

Unless otherwise mutually agreed, an employee may only amend his or her salary packaging arrangements once in every twelve (12) month period and must provide the School's administration with two (2) pay cycles notice of any changes.

(M) Cessation of Arrangements

Salary packaging arrangements under this sub-clause may be discontinued as follows:

- (i) by written notice of at least two (2) pay cycles from the employee; or
- (ii) on termination of the employee's employment; or
- (iii) if the Employer is unable to continue such arrangements; or
- (iv) if legislative changes prevent continuation of such arrangements.

(N) Independent Advice

The Employer makes no representation that the salary packages offered will be financially advantageous for the employee concerned. It is the Employer's expectation that employees will seek independent financial advice prior to entering into any salary packaging arrangement that may be offered by the Employer.

## 28. ALLOWANCES

[Clause 19](#) of the Award is replaced with the following:

NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

### 28.1 PAYMENT OF ALLOWANCES

[Sub-clause 19.1](#) of the Award applies with no variation.

### 28.2 WAGE-RELATED ALLOWANCES

(A) First Aid Allowance

[Sub-clause 19.2\(a\)](#) of the Award applies with no variation

(B) Sleepover/Overnight Allowance

[Sub-clause 19.2\(b\)](#) of the Award is replaced with the following:

- (i) Subject to [paragraph \(ii\)](#) of this sub-clause, where the Employer requires a Boarding Supervision Services employee or a Nursing Services employee to sleepover on the School's premises or at a school camp site for a period outside that of the employee's normal rostered hours of duty, the following arrangements will apply:
- (1) the employee will be entitled to an amount of 11% of the standard rate per sleepover;
  - (2) where the employee is required by the Employer to perform work during a sleepover, the employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for thirty (30) minutes;
  - (3) any time worked under paragraph (i)(2) of this sub-clause will not be taken into account for the purposes of [clauses 15](#) and [23](#) of this Agreement;
  - (4) the payments in this sub-clause will not extend beyond the period of the sleepover; and
  - (5) the employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee.
  - (6) A 'sleepover' is defined as sleeping in at night at premises owned or operated by the School to undertake duty of care requirements and to be on call for emergencies.
- (ii) An employee who is provided with reasonable accommodation including living quarters, fuel and light, for their exclusive use is not entitled to the sleepover allowance provided for under [paragraph \(i\)](#) of this sub-clause.
- (iii) For employees other than those specified in [paragraph \(i\)](#) of this sub-clause, the following Sleepover/Overnight Allowance provisions shall apply:
- (1) Employees, other than those specified in [paragraph \(i\)](#) of this sub-clause and specialist Curriculum Resources Services employees engaged in Outdoor Education, who are requested to accompany students on overnight excursions will be entitled to payment of a Sleepover/Overnight Allowance, in accordance with the payment schedule provided for in [paragraph 28.2B\(iii\)\(3\)](#) of this sub-clause, when involved in overnight supervision of students on camps and excursions.
  - (2) In addition to the above allowance, employees eligible for a sleepover/overnight allowance in accordance with [paragraph \(iii\)\(1\)](#) of this sub-clause who are required to be away from their home for any absence of three (3) consecutive nights or more, will be entitled to the work day off immediately following their return (or if this a weekend or public holiday, the next available work day).

**PROVIDED THAT** the Employer and the employee may vary the arrangement for the taking of the day off, from that stipulated in [paragraph \(iii\)\(2\)](#) of this sub-clause, by mutual agreement.

- (3) This allowance will be increased annually in the same manner as the provisions contained in [sub-clause 26.2](#) of this Agreement.

Overnight Allowance	01/03/22	01/03/2023 +3.5%	01/03/24 +3%	01/03/25 +3%
Rate per night	\$58.63	\$60.68	\$62.50	\$64.38

(C) On-Call and Recall Allowance

[Sub-clause 19.2\(c\)](#) of the Award applies to this Agreement with no variation.

(D) Personal Hygiene Allowance

(i) General Principles

Some students require assistance managing aspects of their personal hygiene while at school. These students may have physical and/or intellectual disabilities.

- (1) All general staff involved in assisting students with personal hygiene procedures will receive appropriate training in standard infection control procedures and safe manual handling practices.
- (2) Sufficient staff will be available to ensure the safety of students and staff where personal hygiene activities are being undertaken.

(ii) Personal Hygiene Allowance Payment

- (1) Employees who are required to regularly undertake personal hygiene duties with high needs students, will be paid the Personal Hygiene Allowance in accordance with the payment schedule provided for in [sub-clause 28.2\(ii\)\(2\)](#).

**PROVIDED THAT** employees engaged in the role of Educational Assistant in the Early Learning programme will receive the Personal Hygiene Allowance as a standard condition of employment.

**PROVIDED FURTHER THAT** employees engaged to work in the Outside School Hours Care programme will receive the Personal Hygiene Allowance as a standard condition of employment.

- (2) This allowance will be increased annually in the same manner as the provisions contained in [sub-clause 26.2](#) of this Agreement.

Personal Hygiene Allowance	01/03/22	01/03/23 +3.5%	01/03/24 +3%	01/03/25 +3%
Rate per week	\$15.51	\$16.05	\$16.53	\$17.03
Rate per day	\$3.11	\$3.22	\$3.32	\$3.41

(E) Responsibility Allowances

Employees appointed by the School to carry out extra-curricular and/or pastoral care programme duties/responsibilities additional to those specified in [clause 22](#) of this Agreement, will, in addition to their salary, be paid an allowance in accordance with the provisions of clause 22.6 of the Launceston Church Grammar School (Teachers) Enterprise Agreement.

### 28.3 EXPENSE-RELATED ALLOWANCES

(A) Meal Allowance

[Sub-clause 19.3\(a\)](#) of the Award applies to this Agreement with no variation.

(B) Tool Allowance

[Sub-clause 19.3\(b\)](#) of the Award applies to this Agreement with no variation.

(C) Uniform/Protective Clothing Allowance

[Sub-clause 19.3\(c\)](#) of the Award applies to this Agreement with no variation.

(D) Vehicle Allowance

[Sub-clause 19.3\(d\)](#) of the Award is replaced with the following:

- (i) Where an employee is required to travel by the Employer in the performance of his or her duties, the following provisions regarding the use of motor vehicles will apply:
- (1) In the first instance, the use of a school fleet vehicle is the preferred option.
  - (2) For an individual trip up to 400km where the use of a school fleet vehicle is not an option, the employee may request the use of a hire vehicle or the use of a private motor vehicle.
  - (3) For an individual trip greater than four hundred (400) kilometres:
    - where the use of a school fleet vehicle is not an option, the use of a hire vehicle is the next preferred option.
    - Alternatively, an employee may request the use of a private motor vehicle.

**Where a hire vehicle is used:**

- The School will pay all costs associated with the hire of the vehicle.

**Where a private motor vehicle is used, the following factors apply:**

- **Driver's Licence** – The employee must hold a current valid Australian driver's licence covering the period of approved use.
- **Registration** – The vehicle is required to have a current certificate of registration covering the period of approved use.
- **Insurance** – The employee is required to arrange adequate insurance cover for his or her private motor vehicle. Please refer to the Human Resources Handbook for further guidance.
- **Reimbursement** – The Employer will reimburse the employee in line with ATO rates.

**PROVIDED THAT** the employee is required to provide to the Head of School satisfactory evidence of the factors listed above.

- Where a private motor vehicle is used reimbursement will be in line with ATO rates, with a maximum payment for up to four hundred (400) kilometres per week (Monday to Sunday).

(ii) Employer Provided Vehicles Assigned to Particular Roles

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.

(E) Caretaker's Accommodation

[Sub-clause 19.3\(e\)](#) of the Award applies to this Agreement with no variation.

## 29. SUPERANNUATION

[Clause 20](#) of the Award applies to this Agreement with no variation.

## PART 5 OVERTIME AND PENALTY RATES

### 30. OVERTIME

#### 30.1 DEFINITION OF OVERTIME

[Sub-clause 21.1](#) of the Award applies with no variation.

#### 30.2 OVERTIME RATES

[Sub-clause 21.2](#) of the Award is replaced with the following:

- (A) A part time or full time employee will be paid overtime for all authorised work performed in excess of their ordinary hours per week as follows:

**PROVIDED THAT** if the additional work is performed between:

- (i) Monday to Saturday – 150% of the ordinary hourly rate of pay for the first three (3) hours and 200% of the ordinary hourly rate of pay thereafter; or
- (ii) On a Sunday – 200% of the ordinary hourly rate of pay; or
- (iii) On a public holiday – 250% of the ordinary hourly rate of pay.

- (B) A casual employee will be paid overtime for all authorised work performed in excess of their ordinary hours per week (37.5 hours) as follows:

**PROVIDED THAT** if the additional work is performed between:

- (i) Monday to Saturday – 175% of their ordinary hourly rate of pay (which includes the casual loading of 25%) for the first three (3) hours and 225% of the ordinary hourly rate of pay (which includes the casual loading of 25%) thereafter; or
- (ii) On a Sunday – 225% of the ordinary hourly rate of pay (which includes the casual loading of 25%); or
- (iii) On a public holiday – 275% of the ordinary hourly rate of pay (which includes the casual loading of 25%).

- (C) Except that a full time or part time Nursing Services employee rostered to work overtime on a Saturday or Sunday will be paid 150% of the ordinary time rate for all time worked. A casual Nursing Services employee rostered to work overtime on a Saturday or Sunday will be paid 175% of the ordinary time rate for all time worked (which includes the casual loading of 25%).

- (D) Overtime will be calculated weekly (Monday to Sunday).

#### 30.3 REASONABLE ADDITIONAL HOURS – PART-TIME EMPLOYEES

[Sub-clause 21.3](#) of the Award is replaced with the following:

- (A) Where the employee's hours are averaged:

- (i) the employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in [sub-clause 23.4](#) of this Agreement, do not result in the employee working more than 7.5 hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
  - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (B) Where the employee's hours are not averaged:
- (i) The employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in [sub-clause 23.4](#) of this Agreement, and do not result in the employee working more than 7.5 hours on that day; and
  - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (C) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two (2) hours will not apply.
- (D) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this Agreement, the Award or the NES.

#### 30.4 TIME OFF INSTEAD OF PAYMENT FOR OVERTIME

[Sub-clause 21.4](#) of the Award applies to this Agreement with no variation.

#### 30.5 MAKE-UP TIME

[Sub-clause 21.5](#) of the Award applies to this Agreement with no variation.

### 31. PENALTY RATES

#### 31.1 DEFINITIONS

[Sub-clause 22.1](#) of the Award is replaced with the following:

The following shift definitions apply:

- (A) **Day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in [sub-clause 23.4](#) of this Agreement.
- (B) **Afternoon shift** is a shift which is not a day shift, and which finishes after 8:00pm Monday to Friday.
- (C) **Night Shift** is a shift which is not a day shift, and which finishes after midnight but at or before 6:00am Monday to Friday.
- (D) Shift hours worked on weekdays shall attract the appropriate penalty rate as described in [sub-clause 31.2](#) of this Agreement.

- (E) Ordinary time worked on a Saturday or Sunday shall attract the appropriate penalty rate as described in [sub-clause 31.3](#) of this Agreement.

### **31.2 PAYMENT FOR SHIFTWORK**

[Sub-clause 22.2](#) of the Award applies to this Agreement with no variation.

### **31.3 SATURDAY AND SUNDAY WORK**

[Sub-clause 22.3](#) of the Award applies to this Agreement with no variation.

### **31.4 BROKEN SHIFTS**

[Sub-clause 22.4](#) of the Award is replaced with the following:

- (A) An employee, other than a casual employee, rostered to work ordinary hours in a broken shift will be paid the minimum hourly rate plus a broken shift penalty of 15% of the minimum hourly rate with the minimum payment as for two (2) hours for each period of duty.
- (B) The broken shift penalty under [sub-clause 31.4\(A\)](#) is in addition to any applicable penalty rates under [sub-clauses 31.2, 31.3](#) and [clause 30](#) of this Agreement.
- (C) The maximum spread between the start of the first period of duty and the end of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12-hour spread will be paid for as overtime.
- (D) The provisions of [sub-clause 31.4\(C\)](#) do not apply to a boarding supervision services employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use for 52 weeks of the year, at no cost to the employee.

### **31.5 PENALTY RATES ARE NOT CUMULATIVE**

[Sub-clause 22.5](#) of the Award is replaced with the following:

The penalty rates within [sub-clause 31.2](#) relating to afternoon and evening shifts, [sub-clause 31.3](#) and in [clause 30](#) are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.



## PART 6 LEAVE AND PUBLIC HOLIDAYS

### 32. ANNUAL LEAVE

#### 32.1 ANNUAL LEAVE IS PROVIDED FOR IN THE NATIONAL EMPLOYMENT STANDARDS

[Sub-clause 23.1](#) of the Award refers to annual leave being provided for in the NES and applies to this Agreement with no variation.

[Sections 86 – 94](#) of the *Fair Work Act 2009* (Cth) describe the requirements for annual leave.

#### 32.2 DIVISION APPLIES TO EMPLOYEES OTHER THAN CASUAL EMPLOYEES

[Section 86](#) of the Act applies to this Agreement with no variation.

#### 32.3 ENTITLEMENT TO ANNUAL LEAVE

[Sub-Section 87\(1\)\(a\)](#) of the Act is replaced with the following:

- (A) For each year of service with the School an employee, is entitled to 5 weeks of paid annual leave.
- (B) [Sub-sections 87\(1\)\(b\) to 87\(5\)\(c\)](#) of the Act apply to this Agreement with no variation.

#### 32.4 TAKING PAID ANNUAL LEAVE

[Section 88](#) of the Act Applies to this Agreement with no variation.

#### 32.5 EMPLOYEE NOT TAKEN TO BE ON ANNUAL LEAVE AT CERTAIN TIMES

[Section 89](#) of the Act applies to this Agreement with no variation.

#### 32.6 PAYMENT FOR ANNUAL LEAVE

[Section 90](#) of the Act applies to this Agreement with no variation.

#### 32.7 TRANSFER OF EMPLOYMENT SITUATIONS THAT AFFECT ENTITLEMENT TO PAYMENT FOR PERIOD OF UNTAKEN PAID ANNUAL LEAVE

[Section 91](#) of the Act applies to this Agreement with no variation.

#### 32.8 PAID ANNUAL LEAVE MUST NOT BE CASHED OUT EXCEPT IN ACCORDANCE WITH PERMITTED CASHING OUT TERMS

[Section 92](#) of the Act applies to this Agreement with no variation.

#### 32.9 ANNUAL LEAVE DURING NON-TERM WEEKS

[Sub-clause 23.2](#) of the Award is replaced with the following:

- (A) The School may require an employee to take their annual leave during non-term weeks.

- (B) An employee whose contract of employment provides for leave without pay during non-term weeks in accordance with [clause 21](#) of this Agreement, and who works a full year covered by the Award and this Agreement is entitled to five (5) weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with the School's non-term weeks.

**PROVIDED THAT** the provisions of [paragraph \(B\)](#) of this sub-clause are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each calendar year during the life of this Agreement.

### **32.10 PAYMENT FOR ANNUAL LEAVE**

[Sub-clause 23.3](#) of the Award is replaced with the following:

- (A) During the period of annual leave, an employee will receive a loading calculated on the rate of wage prescribed in [clause 26](#) of this Agreement. Annual leave loading is payable on leave accrued on the following bases:
- (i) Day Workers
 

Employees who would have worked on day work only had they not been on leave – 17.5% of their ordinary rate of pay.
  - (ii) Shiftworkers
 

Employees who would have worked on shift work had they not been on leave 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.
- (B) Annual leave loading will be paid to employees with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.
- (C) Annual leave loading will be calculated on four (4) weeks of annual leave entitlement, rather than the provisions of sub-clause 32.3(A) of this Agreement.

### **32.11 ANNUAL LEAVE IN ADVANCE**

[Sub-clause 23.4](#) of the Award applies to this Agreement with no variation.

### **32.12 CASHING OUT OF ANNUAL LEAVE**

[Sub-clause 23.5](#) of the Award applies to this Agreement with no variation.

### **32.13 EXCESSIVE LEAVE ACCRUALS: GENERAL PROVISION**

[Sub-clause 23.6](#) of the Award applies to this Agreement with no variation.

### **32.14 EXCESSIVE LEAVE ACCRUALS: DIRECTION BY EMPLOYER THAT LEAVE BE TAKEN**

[Sub-clause 23.7](#) of the Award applies to this Agreement with no variation.

### **32.15 EXCESSIVE LEAVE ACCRUALS: REQUEST BY EMPLOYEE FOR LEAVE**

[Sub-clause 23.8](#) of the Award applies to this Agreement with no variation.

### 33. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

[Clause 24](#) of the Award refers to personal/carer's leave and compassionate leave being provided for in the NES and applies as follows.

[Sections 95 – 107](#) of the *Fair Work Act 2009* (Cth) describe the requirements for Personal/Carer's Leave and Compassionate leave.

#### 33.1 PAID PERSONAL LEAVE

- (A) This sub-clause applies to Employees Other Than Casual Employees  
[Section 95](#) of the Act applies to this Agreement with no variation.
- (B) Entitlement to Paid Personal/Carer's Leave  
[Section 96](#) of the Act applies to this Agreement with no variation.
- (C) Taking Paid Personal/Carer's leave  
[Section 97](#) of the Act applies to this Agreement with no variation.
- (D) Employee Taken Not to be on Paid Personal/Carer's Leave on Public Holiday  
[Section 98](#) of the Act applies to this Agreement with no variation.
- (E) Payment for Paid Personal/Carer's Leave  
[Section 99](#) of the Act applies to this Agreement with no variation.

#### 33.2 UNPAID CARER'S LEAVE

- (A) Entitlement to Unpaid Carer's Leave  
[Section 102](#) of the Act applies to this Agreement with no variation.
- (B) Taking Unpaid Carer's Leave  
[Section 103](#) of the Act applies to this Agreement with no variation.

#### 33.3 COMPASSIONATE LEAVE

- (A) Entitlement to Compassionate Leave  
[Section 104](#) of the Act applies to this Agreement with no variation.
- (B) Taking Compassionate Leave  
[Section 105](#) of the Act applies to this Agreement with no variation.
- (C) Payment for Compassionate Leave (Other Than for Casual Employees)  
[Section 106](#) of the Act applies to this Agreement with no variation.
- (D) Note also that the School has discretion to broaden these definitions.

### 33.4 NOTICE AND EVIDENCE REQUIREMENTS

Section 107 of the Act is replaced with the following:

(A) Notice

- (i) An employee must give the School notice of the taking of leave under clause 33 of this Agreement.
- (ii) The notice must:
  - (1) be given to the School as soon as reasonably practicable (which may be a time after the leave has started); and
  - (2) advise the School of the period, or expected period, of the leave.

(B) Evidence

- (i) An employee who has given the Employer notice of the taking of leave under clause 33 of this Agreement must, if required by the Employer, give the Employer evidence, that would satisfy a reasonable person that:
  - (1) if it is paid personal/carer's leave – the leave is taken for a reason specified in sub-clause 33.1(C) of this Agreement; or
  - (2) if it is unpaid carer's leave – the leave is taken for permissible occasion in circumstances specified in sub-clause 33.2(B) of this Agreement; or
  - (3) if it is compassionate leave – the leave is taken for a permissible occasion in circumstances specified in sub-clause 33.3(B) of this Agreement.
- (ii) An employee is not required to give evidence for the first two (2) consecutive days of leave, to a maximum of five (5) instances each calendar year.

(C) Compliance

An employee is not entitled to take leave under this clause unless the employee complies with sub-clause 33.4 of this Agreement.

## 34. PARENTAL LEAVE AND RELATED ENTITLEMENTS

### 34.1 GENERAL

- (A) General Rule – Employee Must Have Completed at Least 12 Months of Service

Section 67 of the Act applies to this Agreement with no variation.

- (B) General Rule for Adoption-Related Leave – Child Must be Under 16 years

Section 68 of the Act applies to this Agreement with no variation.

- (C) Transfer of Employment Situations in Which Employee is Entitled to Continue on Leave

Section 69 of the Act applies to this Agreement with no variation.

## 34.2 PARENTAL LEAVE

- (A) Entitlement to Unpaid Parental Leave

[Section 70](#) of the Act applies to this Agreement with no variation.

- (B) The Period of Leave – Other Than for Members of an Employee Couple Who Each Intend to Take Leave

[Section 71](#) of the Act applies to this Agreement with no variation.

- (C) The Period of Leave – Members of An Employee Couple Who Each Intend to Take Leave

[Section 72](#) of the Act applies to this Agreement with no variation.

- (D) Pregnant Employee May Be Required to Take Unpaid Parental Leave Within 6 Weeks Before the Birth

[Section 73](#) of the Act applies to this Agreement with no variation.

- (E) Notice and Evidence Requirements

[Section 74](#) of the Act applies to this Agreement with no variation.

- (F) Extending Period of Unpaid Parental Leave – Extending to Use More of Available Parental Leave Period

[Section 75](#) of the Act applies to this Agreement with no variation.

- (G) Extending Period of Unpaid Parental Leave – Extending for Up To 12 Months Beyond Available Parental Leave Period

[Section 76](#) of the Act applies to this Agreement with no variation.

- (H) Reducing Period of Unpaid Parental Leave

[Section 77](#) of the Act applies to this Agreement with no variation.

- (I) Pregnancy Ends (Other Than by Birth of a Living Child) or Child Born Alive Dies

[Section 77A](#) of the Act applies to this Agreement with no variation.

- (J) Employee Who Ceases to have Responsibility for Care of Child

[Section 78](#) of the Act applies to this Agreement with no variation.

- (K) Interaction with Paid Leave

[Section 79](#) of the Act applies to this Agreement with no variation.

- (L) Keeping in Touch Days

[Section 79A](#) of the Act applies to this Agreement with no variation.

- (M) Unpaid Parental Leave Not Extended by Paid Leave or Keeping in Touch Days  
[Section 79B](#) of the Act applies to this Agreement with no variation.

### **34.3 OTHER ENTITLEMENTS**

- (A) Unpaid Special Maternity Leave  
[Section 80](#) of the Act applies to this Agreement with no variation.
- (B) Transfer to a Safe Job  
[Section 81](#) of the Act applies to this Agreement with no variation.
- (C) Paid No Safe Job Leave  
[Section 81\(A\)](#) of the Act applies to this Agreement with no variation.
- (D) Employee on Paid No Safe Job Leave May Be Asked to Provide A Further Medical Certificate  
[Section 82](#) of the Act applies to this Agreement with no variation.
- (E) Unpaid No Safe Job Leave  
[Section 82\(A\)](#) of the Act applies to this Agreement with no variation.
- (F) Consultation with Employee on Unpaid Parental Leave  
[Section 83](#) of the Act applies to this Agreement with no variation.
- (G) Return to Work Guarantee  
[Section 84](#) of the Act applies to this Agreement with no variation.
- (H) Replacement Employees  
[Section 84\(A\)](#) of the Act applies to this Agreement with no variation.
- (I) Unpaid Pre-Adoption Leave  
[Section 85](#) of the Act applies to this Agreement with no variation.

### **34.4 APPLICATION OF PAID PARENTAL LEAVE**

Paid parental leave arrangements provided for in [clause 34](#) of this Agreement, will apply in the circumstances of the birth of a child who is born to the eligible employee's partner or de facto partner or the adoption of a child who is placed with the employee and the employee's partner or de facto partner.

### **34.5 PAID PARENTAL LEAVE (PRIMARY CARER)**

- (A) Permanent Full-Time and Part-Time Employees
- (i) Permanent full-time and permanent part-time employees will be entitled to parental leave on full pay in accordance with [sub-clause 34.5\(C\)](#) of this Agreement.

- (ii) Payment of paid Primary Carer leave will be at the rate and corresponding FTE load to which the employee was entitled immediately before commencing parental leave and will be paid in the first pay period after the commencement of parental leave.

(B) Entitlement to Additional Periods of Paid Primary Carer Leave

An employee will be required to complete a period of at least twelve (12) months continuous service following the return to work from parental leave before being eligible for a further period of paid maternity leave in accordance with [clause 34](#) of this Agreement.

(C) Amount of Paid Primary Carer Leave

- (i) For the purposes of [paragraph \(A\)](#) of this sub-clause, the specified period for payment of paid Primary Carer leave is sixteen (16) weeks.
- (ii) The employee may elect to receive paid Primary Carer leave entitlements at the rate of:
  - (1) 100% over sixteen (16) weeks, or
  - (2) 50% over thirty two (32) weeks.

(D) Leave Accruals Whilst on Primary Carer Leave and Superannuation

For the duration of an eligible employee's parental leave, both paid and unpaid components of parental leave do not:

- (i) attract any entitlement to paid non-term time; or
- (ii) attract any leave accruals for any form of paid leave; or
- (iii) attract employer superannuation contributions.

(E) Australian Government Parental Leave Pay

- (i) [Sub-clause 34.5](#) of this Agreement shall be in addition to the Australian Government Parental Leave Pay provision.
- (ii) An employee must satisfy all the requirements of the Australian Government Parental Leave Pay provision in order to receive the payment.

### **34.6 PAID PARENTAL LEAVE (PARTNER LEAVE)**

(A) Permanent Full-time and Part-time Employees

For the duration of this Agreement a permanent employee who has completed at least twelve (12) months continuous service with the School, will be entitled to a total of fifteen (15) workdays paid partner leave on full pay;

- (i) to be taken between the time of hospitalisation of the expectant primary carer in preparation for the birth or the commencement of the primary carer's labour, whichever occurs first and the fifth clear weekday following the return home of the primary carer and/or child (or children) following the birth.
- (ii) For a part-time employee payment for the fifteen (15) days paid partner leave

will be at the rate and corresponding FTE load to which the employee was entitled immediately before commencing partner leave.

- (iii) 5 days can be flexibly taken over the first 12 months

**PROVIDED THAT** this leave is not transferable, and any entitlement will be forfeited should the employee not take, for whatever reason, the leave within the time period detailed above.

(B) Entitlement to Additional Periods of Paid Partner Leave

An employee will be required to complete a period of at least twelve (12) months continuous service following the return to work from parental leave before being eligible for a further period of paid partner leave in accordance with the [sub-clause 34.6](#) of this Agreement.

(C) Leave Accruals Whilst on Partner Leave and Superannuation

For the duration of an eligible employee's parental leave, both paid and unpaid components of parental leave do not:

- (i) attract any entitlement to paid non-term time; or
- (ii) attract any leave accruals for any form of paid leave; or
- (iii) attract employer superannuation contributions.

(D) Australian Government Dad and Partner Pay

- (i) [Sub-clause 34.6](#) of this Agreement shall be in addition to the Australian Government Dad and Partner Pay provision.
- (ii) An employee must satisfy all the requirements of the Australian Government Dad and Partner Pay provision in order to receive the payment, particularly the requirements for the taking of leave.

## 35. COMMUNITY SERVICE LEAVE

[Clause 26](#) of the Award refers to community service leave being provided for in the NES and applies to this agreement with no variation.

[Sections 108 – 112](#) of the *Fair Work Act 2009* (Cth) describe the requirements for community service leave.

### 35.1 ENTITLEMENT TO BE ABSENT FROM EMPLOYMENT FOR ENGAGING IN ELIGIBLE COMMUNITY SERVICE ACTIVITY

[Section 108](#) of the Act applies to this Agreement with no variation.

### 35.2 MEANING OF ELIGIBLE COMMUNITY SERVICE ACTIVITY

[Section 109](#) of the Act applies to this Agreement with no variation.

### 35.3 NOTICE AND EVIDENCE REQUIREMENTS

[Section 110](#) of the Act applies to this Agreement with no variation.



#### **35.4 PAYMENT TO EMPLOYEES (OTHER THAN CASUALS) ON JURY SERVICE**

[Section 111](#) of the Act applies to this Agreement with no variation.

#### **35.5 STATE AND TERRITORY LAWS THAT ARE NOT EXCLUDED**

[Section 112](#) of the Act applies to this Agreement with no variation.

### **36. FAMILY AND DOMESTIC VIOLENCE LEAVE**

[Clause 27](#) of the Award is replaced as follows.

#### **36.1 GENERAL PROVISION**

This clause applies to all employees, including casual employees.

#### **36.2 DEFINITION**

Family Violence means family violence as defined in [Section 7](#) of the *Family Violence Act 2004* (Tas).

#### **36.3 NOTICE AND EVIDENCE REQUIREMENTS**

[Section 107](#) of the Act is replaced with the following:

An employee must give the Employer notice of the taking of this leave as soon as practicable (which may be a time after the leave has started) and this must include the period or the expected period of the leave.

An employee may be required by the Head of School to provide satisfactory evidence of entitlements to paid family and domestic violence leave which may be in the form of an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal and Health Care Nurse, a Family Violence Support Service, a Lawyer, or a signed statutory declaration.

#### **36.4 ENTITLEMENT TO PAID LEAVE**

Employee's experiencing family and domestic violence as defined in [clause 36](#) of this Agreement, will be entitled to access up to ten (10) days, non-cumulative, of paid family violence leave in any single calendar year for medical appointments, legal proceedings and other activities related to family violence.

**PROVIDED THAT** additional paid family and domestic violence leave may be granted at the discretion of the Head of School.

#### **36.5 ENTITLEMENT TO UNPAID FAMILY AND DOMESTIC VIOLENCE LEAVE**

[Section 106A](#) of the Act applies to this Agreement with no variation.

#### **36.6 TAKING UNPAID FAMILY AND DOMESTIC VIOLENCE LEAVE**

[Section 106B](#) of the Act applies to this Agreement with no variation.

#### **36.7 SERVICE AND CONTINUITY**

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

### 36.8 CONFIDENTIALITY

[Section 106C](#) of the Act applies to this Agreement with no variation.

### 36.9 OPERATION OF UNPAID FAMILY AND DOMESTIC VIOLENCE LEAVE AND LEAVE FOR VICTIMS OF CRIME

[Section 106D](#) of the Act applies to this Agreement with no variation.

### 36.10 ENTITLEMENT TO DAYS OF LEAVE

[Section 106E](#) of the Act applies to this Agreement with no variation.

### 36.11 APPLICATION FOR LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

Applications for paid and unpaid family and domestic violence leave are to be made to the Head of School.

### 36.12 COMPLIANCE

An employee is not entitled to take leave under [clause 36](#) unless the employee complies with [clause 36](#).

## 37. LONG SERVICE LEAVE

Long service leave will be accrued and paid in accordance with the [Long Service Leave Act 1976 \(TAS\)](#), unless varied by a sub-clause contained herein.

### 37.1 LONG SERVICE LEAVE ENTITLEMENT AND ACCRUAL RATES

[Section 8](#) of the *Long Service Leave Act 1976 (TAS)* does not apply to this Agreement and is replaced with the following:

- (A) For the life of this Agreement, an employee covered by this Agreement will be entitled to 10.4 weeks long service leave after the completion of eight (8) years continuous employment with the Employer.

**Note:** Continuous employment is defined by [section 5](#) of the *Long Service Leave Act 1976 (TAS)* and, for the purpose of applying this clause, an individual employee's period of continuous employment will be determined in accordance with that section of the Act.

- (B) After completing eight (8) years continuous employment an employee will accrue further long service leave at the rate of 6.5 working days for each additional completed year of continuous employment (or pro-rata for part of a year).
- (C) An employee who has completed eight (8) years continuous employment is entitled;
- (i) to take long service leave in accordance with the provisions of this Agreement and the Employer's long service leave policy; or
  - (ii) be paid their accrued long service leave entitlement on termination of employment, provided that the termination is not due to serious and wilful misconduct.
- (D) An employee who has completed seven (7) years continuous employment, but has not completed eight (8) years' continuous employment, will be entitled to pro-rata long service leave calculated on the basis of 6.5 working days for each completed year of continuous employment or pro-rata for part of a year, if;

- (i) the employee's employment is terminated on account of illness of such a nature to justify the termination of that employment; or
- (ii) the employee's employment is terminated on account of incapacity or domestic or other pressing necessity of such a nature to justify the termination of that employment; or
- (iii) the employee's employment is terminated by the School for any reasons other than serious and wilful misconduct.

### **37.2 MINIMUM AMOUNT OF LONG SERVICE LEAVE TO BE TAKEN**

Sub-section 12(5) of the *Long Service Leave Act 1976* (TAS) does not apply to this Agreement and is replaced with the following:

The minimum amount of long service leave that can be taken by an eligible employee is one (1) term week or five (5) consecutive workdays exclusive of public holidays and weekends.

### **37.3 CALCULATION OF LONG SERVICE LEAVE PAYMENT**

Long service leave payment will be calculated based on the employee's FTE and salary at the:

- (A) commencement of the period of long service leave; or
- (B) date of termination of employment.

## **38. LEAVE WITHOUT PAY**

### **38.1 APPLICATION FOR LEAVE WITHOUT PAY**

An employee may apply for leave without pay, the granting of such leave is at the discretion of the Head of School.

### **38.2 RETURN TO WORK GUARANTEE**

Upon completion of leave without pay, an employee is entitled to return to:

- (A) the employee's pre-leave without pay position; or
- (B) if that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-leave without pay position.

**PROVIDED THAT** the maximum consecutive period of leave without pay, where the return to work guarantee applies will be two (2) years.

**PROVIDED FURTHER THAT** this clause will be effective from the date of commencement of this Agreement and will not be retrospective.

## **39. EXCEPTIONAL CIRCUMSTANCES LEAVE**

- (A) Employees, other than casual employees, covered by this Agreement are entitled to apply for additional paid leave for absences from work which have become necessary due to exceptional circumstances.
- (B) Exceptional circumstances mean, for the purposes of this clause, extreme personal

events; as a result of which the employee must take time of work, where it is not appropriate for the leave period to be deducted from an existing leave accrual or alternative entitlement.

- (C) The entitlement to exceptional circumstances leave is limited to five (5) term days per calendar year, non-cumulative. For part-time employees the exceptional circumstances leave entitlement will be based on the employee's FTE at the time of taking the leave.

**PROVIDED THAT** the limit of five (5) term days can be subject to negotiation between the Head of School and the employee depending on the particulars of the need for exceptional circumstances leave.

**PROVIDED FURTHER THAT** with due consideration of the exceptional circumstances, final approval for leave beyond five (5) term days per calendar year will be at the discretion of the Head of School.

- (D) Applications for exceptional circumstances leave are to be made via the completion of the relevant Application for Leave form and submitted in accordance with the process outlined on the form.
- (E) Wherever possible, applications following school procedures should be made in advance. However, the School acknowledges that in certain circumstances, applications may need to be made retrospectively.

## 40. COMMUNICABLE DISEASES LEAVE

### 40.1 EXCLUSIONS

This clause does not apply to casual employees.

### 40.2 DEFINITION

Communicable disease means a communicable disease or illness contracted by an employee that is:

- (A) specified by the Department for Education, Children and Young People; and
- (B) covered by a medical certificate stating that the employee is 'in the contagious (not recovery) period such that they are entitled to be absent from their place of work to prevent any further spread.'

### 40.3 ENTITLEMENT

Employees' suffering from a communicable disease as defined in [clause 40](#) of this Agreement will be entitled to five (5) days of paid leave per annum, non-cumulative, without deduction from his or her Personal Leave entitlement.

**PROVIDED THAT** this clause only applies when the leave falls within school term weeks.

**PROVIDED FURTHER THAT** this clause does not apply where the employee is on any other form of approved leave at the time of contracting or recovering from a communicable disease recognised under this clause.

### 40.4 EVIDENCE REQUIREMENTS

An employee may be required to provide satisfactory evidence that the period of absence is due to a communicable disease as defined in [clause 40](#) of this Agreement.

## **40.5 APPLICATION FOR COMMUNICABLE DISEASES LEAVE**

Applications for communicable diseases leave are to be made via the completion of the relevant Application for Leave form and submitted in accordance with the process outlined on the form.

## **41. REPRESENTATIVE LEAVE**

### **41.1 EXCLUSIONS**

This clause does not apply to casual employees.

### **41.2 ENTITLEMENT**

An employee who has been selected to represent the State or the Commonwealth of Australia will be entitled to access up to three (3) days, non-cumulative, paid representative leave in any single calendar year for the purposes of attending a State or National event.

**PROVIDED THAT** additional paid Representative Leave may be granted at the discretion of the Head of School.

### **41.3 ELIGIBILITY**

This leave entitlement only applies to employees and is not transferable. Specifically, this leave entitlement does not apply to an employee who is accompanying a member of their family who has been selected in a State or National team.

### **41.4 EVIDENCE REQUIREMENTS**

An employee may be required to provide satisfactory evidence of State or National Team selection, which may be in the form of an authorised document issued by the relevant team authority.

### **41.5 APPLICATION FOR REPRESENTATIVE LEAVE**

Applications for representative leave are to be made via the completion of the relevant Application for Leave form and submitted in accordance with the process outlined on the form.

## **42. PUBLIC HOLIDAYS**

### **42.1 PUBLIC HOLIDAYS ARE PROVIDED FOR IN THE NATIONAL EMPLOYMENT STANDARDS**

Sub-clause 28.1 of the Award refers to public holidays being provided for in the NES and applies as follows.

Sections 114 – 116 of the *Fair Work Act 2009* (Cth) describe the requirements for public holidays.

### **42.2 ENTITLEMENT TO BE ABSENT ON PUBLIC HOLIDAY**

Section 114 of the Act applies to this Agreement with no variation.

### **42.3 MEANING OF PUBLIC HOLIDAY**

Section 115 of the Act applies to this Agreement with no variation.

**42.4 PAYMENT FOR ABSENCE ON PUBLIC HOLIDAY**

[Section 116](#) of the Act applies to this Agreement with no variation.

**42.5 PAYMENT FOR WORK ON A PUBLIC HOLIDAY**

[Sub-clause 28.2](#) of the Award applies to this Agreement with no variation.

**42.6 SUBSTITUTION OF PUBLIC HOLIDAYS**

[Sub-clause 28.3](#) of the Award applies to this Agreement with no variation.

**42.7 EASTER TUESDAY**

Easter Tuesday will be a paid public holiday for all purposes of this Agreement.

## PART 7 CONSULTATION AND DISPUTE RESOLUTION

### 43. CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

#### 43.1 GENERAL PROVISIONS

[Clause 29](#) of the Award is replaced with the following:

- (A) If the Employer makes a definite decision to make a major change to production, program, organisation, structure or technology that is likely to have significant effects on employees, the Employer must:
- (i) notify the relevant employees of the decision to introduce the major change; and
  - (ii) paragraphs [\(B\)](#) to [\(H\)](#) of this sub-clause apply.
- (B) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (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 Head of School of the identity of the representative.
- the Employer must recognise the representative.
- (D) As soon as practicable after making its decision, the Head of School must:
- (i) discuss with the relevant employees:
    - (1) the introduction of the change; and
    - (2) the effect the change is likely to have on the employees; and
    - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (ii) for the purposes of this discussion – provide, in writing, to the relevant employees:
    - (1) all relevant information about the change including the nature of the change proposed; and
    - (2) information about the expected effects of the change on the employees; and
    - (3) any other matters likely to affect the employees.
- (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, programme, organisation, structure or technology in relation to the enterprise of the School; the requirements set out in paragraph [\(A\)\(i\)](#), paragraphs [\(B\)](#) and [\(D\)](#) of this sub-clause are taken not to apply.
- (H) In this clause, 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 School'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.

#### **43.2 CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK**

[Clause 30](#) of the Award is replaced with the following:

- (A) If the Employer proposes to change the regular roster or ordinary hours of work of an employee
  - (i) the Employer must notify the relevant employees of the proposed change; and
  - (ii) paragraphs [\(B\)](#) to [\(I\)](#) of this sub-clause apply.
- (B) For the purposes of this clause, where the School's educational timetable in respect of academic classes and student activities:
  - (i) operate on a term, semester or a school year basis; and
  - (ii) ordinarily changes between one period of operation and the next, or
  - (iii) may change during the period of operation

it is not a regular roster and any change does not constitute a change to ordinary hours of work.
- (C) However, where a change to the School's educational timetable directly results in a change to:
  - (i) the number of ordinary hours of work of an employee, or



- (ii) the spread of hours over which an employee's ordinary hours are required to be worked, or
- (iii) the specific days over which an employee is required to work

then paragraphs [\(D\)](#) to [\(I\)](#) of this sub-clause will apply.

- (D) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (E) If:
  - (i) a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation; and
  - (ii) the employee or employees advises the Head of School or of the identity of the representative;

the employer must recognise the representative.
- (F) As soon as practicable after proposing to introduce the change, the Employer must:
  - (i) consult with the relevant employee or employees about the introduction of the change; and
  - (ii) for the purposes of the consultation – provide to the relevant employee or employees:
    - (1) all relevant information about the change, including the nature of the change; and
    - (2) information about what the School reasonably believes will be the effects of the change on the employee or employees; and
    - (3) information about any other matters the School reasonably believes are likely to affect the employee or employees; and
  - (iii) invite the relevant employee or employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (G) However, the School is not required to disclose confidential or commercially sensitive information to the relevant employee or employees.
- (H) The School must give prompt and genuine consideration to matters raised about the proposed change by the relevant employee or employees.
- (I) In this clause 14:
 

**“relevant employees”** means the employees who may be affected by a change referred to in [sub-clauses 43.1\(A\)](#) or [43.2\(A\)](#).

### 43.3 WORKLOAD

No General Staff at LCGS shall be required to perform an unreasonable or excessive workload as per the contractual agreement signed between both parties. Upon an employee advising management that there is an unreasonable

or excessive workload issue, there must be remedy negotiated between management and the staff member that is fair and reasonable.

#### 43.4 CONSULTATIVE COMMITTEE

The parties to this Agreement recognise the value of workplace consultation and will convene a consultative committee under its own terms of reference outside of this Agreement.

## 44. DISPUTE RESOLUTION

[Clause 31](#) of the Award is replaced with the following:

- (A) If a dispute relates to:
- (i) a matter arising under the Agreement; or
  - (ii) the NES;
- this clause sets out procedures to settle the dispute.
- (B) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures set out in this clause.
- (C) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (D) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (E) The Fair Work Commission may deal with the dispute in two 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:
    - (1) arbitrate the dispute; and
    - (2) make a determination that is binding on the parties.

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

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of [sections 585 – 611](#) of the Act. Therefore, an appeal may be made against the decision.

- (F) While the parties are trying to resolve the dispute using the procedures in this clause:
- (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 Head of School to perform other available work at the same workplace, or at another workplace, unless:
  - (1) the work is not safe; or
  - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (3) the work is not appropriate for the employee to perform; or
  - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (G) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

## **PART 8 TERMINATION OF EMPLOYMENT AND REDUNDANCY**

### **45. TERMINATION OF EMPLOYMENT**

#### **45.1 NOTICE BY EMPLOYER**

The NES sets out the requirements for notice of termination by the Employer. (Refer to [sections 117](#) and [123](#) of the Act).

#### **45.2 NOTICE BY EMPLOYEE**

[Sub-clause 32.1](#) of the Award applies to this Agreement with no variation.

#### **45.3 JOB SEARCH ENTITLEMENT**

[Sub-clause 32.2](#) of the Award applies to this Agreement with no variation.

#### **45.4 SUMMARY DISMISSAL**

The Employer shall be entitled to summarily dismiss an employee for conduct that constitutes wilful misconduct, neglect of duty or actions which would justify summary dismissal. In such cases wages shall only be paid up to the date of dismissal.

### **46. REDUNDANCY**

#### **46.1 REDUNDANCY PAY**

This sub-clause supplements the NES in so far as it deals with redundancy.

[Sections 119 – 123](#) of the Act are either replaced or varied as follows:

- (A) Redundancy Pay
  - [Section 119](#) of the Act is replaced by [sub-clause 46.2\(D\)](#) of this Agreement.
- (B) Variation of Redundancy Pay for Other Employment or Incapacity to Pay
  - [Section 120](#) of the Act applies to this Agreement with no variation.
- (C) Exclusions from Obligation to Pay Redundancy Pay

[Section 121](#) of the Act applies to this Agreement with no variation.

- (D) Transfer of Employment Situations That Affect the Obligation to Pay Redundancy Pay

[Section 122](#) of the Act applies to this Agreement with no variation.

- (E) Limits on the Scope of This Clause

[Section 123](#) of the Act applies to this Agreement with no variation.

#### **46.2 GENERAL PROVISIONS APPLICABLE TO FULL-TIME AND PART-TIME EMPLOYEES**

- (A) Where the employment situation in any section of the School has changed to such an extent that a full redundancy is necessary, because the position no longer exists, the Employer may give the employee written notification of redundancy.
- (B) Where this notification is given, the notice will be at least the same length as the employee would be entitled to under [sub-clause 45.1](#) of this Agreement for notice by the Employer of termination of employment.
- (C) Where the employment situation in any section of the School has changed to such an extent that a partial redundancy (ie a reduction in working hours) is necessary, the Employer may give the employee written notification of partial redundancy.
- (i) Where this notification is given the notification will be at least the same length as the employee would be entitled to under [sub-clause 45.1](#) of this Agreement for notice by the Employer of termination of employment. The notice will state that the hours associated with the position occupied by an employee will be reduced to a level determined by the Employer. The employee may then:
- (1) agree to accept the reduction in working hours, in which case a partial redundancy calculated in accordance with the provisions of this clause and based on the reduction in work hours, will be paid by the Employer to the employee; or
  - (2) elect to declare the whole position redundant in which case a full redundancy calculated in accordance with the redundancy provisions of this clause will be paid by the Employer to the employee.
- (ii) Where the employee has been advised of the necessity for a partial redundancy, the employee must notify the Employer of their decision to accept the proposed reduction of working hours or to declare the whole position redundant, within 7 to 14 days depending on the period of notice to be given to the employee, of the notification of partial redundancy.
- PROVIDED THAT** part-time employees will not be eligible for the partial redundancy provisions contained in [paragraph \(C\)](#) of this sub-clause, when his or her FTE load is temporarily reduced in any given, due to the naturally occurring variances in the Launceston Church Grammar School calendar dates.
- (D) Where an employee is made redundant in accordance with the provisions of this clause, the services of a recognised outplacement consultant shall be made available to the employee at the Employer's expense.

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

- (i) a maximum of \$1000.00 per employee; or
- (ii) provision of the service for a maximum period of three (3) calendar months from the date of the employee's termination;

whichever liability limit is reached first.

The amount of redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work at the date of termination:

Depending on the duration of service, an employee whose employment is terminated by reason of redundancy will be entitled to a compensatory payment of:

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

**PROVIDED THAT** an employee who has completed in excess of eleven (11) years' service is terminated, the employee will be entitled to receive one (1) week compensatory redundancy payment for each completed year of service, in excess of eleven (11) years, in addition to any compensatory redundancy payment calculated in accordance with the above table.

- (E) The employee will be entitled to receive a Statement of Service on the date of termination. Such Statement of Service will contain a minimum of the commencing and finishing dates of service, the reason for the termination of employment and the duties performed whilst employed.
- (F) Where an employee has been given notice of termination due to redundancy in accordance with [sub-clauses 46.2\(A\)](#) and [46.2\(B\)](#) of this Agreement, the Employer will release the employee from their employment before the expiration of the notice period (as provided in [sub-clause 45.1](#) of this Agreement) if requested to do so by the employee.

Where an employee has requested such a release the employee is not entitled to payment for the balance of their notice period.

- (G) The calculation of the compensatory redundancy payment will take into consideration any period of part-time employment by the employee during his or her current period of employment with the School.
- (H) All entitlements due to an employee terminated by reason of redundancy, will be paid in a lump sum on the last day of employment.

#### **46.3 TRANSFER TO LOWER PAID DUTIES ON REDUNDANCY**

Sub-clause 33.1 of the Award applies to this Agreement with no variation.

#### **46.4 EMPLOYEE LEAVING DURING NOTICE PERIOD**

Sub-clause 33.2 of the Award is to be read in conjunction with sub-clause 46.2(G) of this Agreement.

#### **46.5 JOB SEARCH ENTITLEMENT**

Sub-clause 33.3 of the Award applies to this Agreement with no variation.

## PART 9 MISCELLANEOUS PROVISIONS

### 47. PROFESSIONAL LEARNING

The Employer is committed to the continued development of general staff by providing financial assistance and/or leave from work for the purposes of professional learning.

#### 47.1 FINANCIAL ASSISTANCE

- (A) The costs associated with professional learning activities that have been instigated by the Employer will be provided for by the Employer.
- (i) It is an expectation of employment that employees will participate in professional learning activities instigated by the Employer.
- (ii) Permanent full-time and part-time employees undertaking professional learning at the instigation of the employee, which at the discretion of the Employer directly relates to their role within the School, may be provided with financial assistance to assist with the costs of the professional learning activity.

The amount of financial assistance provided will be determined on an individual basis. Consideration will be given to the direct costs associated with the activity and will include but not limited to:

- activity registration
  - travel expenses
  - incidental expenses associated with the activity
- (iii) Reimbursement of the agreed financial assistance will be retrospective, upon successful completion of the professional learning activity.

#### 47.2 PROFESSIONAL LEARNING LEAVE

- (A) As a minimum standard, an employee covered by this Agreement will have access to, on an annual basis, sufficient paid professional learning leave as is necessary to maintain any existing professional qualification(s) and/or grading(s) relevant to the employee's role within the School.
- (B) Additional paid or unpaid professional learning leave may be granted at the discretion of the Employer.
- (C) Applications for both paid and unpaid professional learning leave must be submitted in writing to the employee's supervisor, detailing the proposed dates for the leave, along with any necessary supporting documentation and/or evidence [applications made under [sub-clause 47.1\(A\)\(ii\)](#) of this clause are necessary in order to determine the most suitable timing for the taking of such leave].
- (D) Employees undertaking professional learning activities in accordance with [sub-clause 47.1\(A\)\(ii\)](#) of this clause that require formal assessments, may be provided with paid time release from normal work duties to attend the formal assessments.

## 48. PERSONALLY FUNDED LEAVE SCHEME

### 48.1 PHILOSOPHY

The Parties to this Agreement recognise that the quality of an employee's working and family life may be improved by employee's experiences outside of the school environment, including further education, professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.

### 48.2 DEFINITIONS

**Participant** means an employee who has entered into a PFLS agreement with the School and has commenced participation in the PFLS (as defined).

**PFLS** means the Personally Funded Leave Scheme.

**PFLS agreement** means the Personally Funded Leave Scheme agreement, signed by both the School and the employee, which sets out the commencement date, the completion date, the leave period, and the duration of the employee's participation in the PFLS.

### 48.3 APPLICATION TO PARTICIPATE

On completion of twelve months continuous service with the School an employee covered by this agreement (other than casual and fixed term employees) may notify the School of their wish to join the PFLS offered by the School. The scheme allows employees to apply for twelve (12) months leave without pay in their fifth (5<sup>th</sup>) calendar year of participation in the five (5) year scheme. Participation in the scheme is conditional upon:

- (A) A written application notifying the School of the employee's wish to join the scheme. This letter must be lodged and the application officially approved by the Head of School, by the 31<sup>st</sup> of March of the calendar year in which the employee wishes to join the scheme (nothing prevents an employee from making application in the preceding calendar year if they wish).
- (B) Following admission to the PFLS the employee must provide to the School, before the end of that calendar year, proof that they have taken independent and proper financial advice regarding their ongoing financial ability to participate in the PFLS. Proof will be in the form of a statement from a recognised and independent financial consultant to the effect that, all things being equal, they will be able to continue to meet their financial commitments over the period of their participation in the scheme. An employee's continued membership of the scheme is conditional on receipt of this statement within the required timeframe.
- (C) Toward the end of the third (3<sup>rd</sup>) calendar year of an employee's participation in the PFLS, the School and the employee will meet to determine whether the employee wishes to continue with their membership of the scheme. If the employee decides to continue their membership into the fourth (4<sup>th</sup>) year, the School will commit to providing to the employee:
  - (i) A guarantee that they will be able to take the fifth (5<sup>th</sup>) calendar year off as leave without pay; and
  - (ii) A guaranteed position to return to (otherwise redundancy provisions prevail); and
  - (iii) The arrangement will be locked in place.



#### 48.4 WITHDRAWAL FROM THE PFLS

Subject to [sub-clause 48.3\(C\)](#) of this clause, if the employee determines at that point that they do not wish to continue participating in the scheme then the employee must notify the School of their decision in writing before the end of that third (3<sup>rd</sup>) calendar year.

### 49. CLASSIFICATIONS

[Schedule A](#) of the Award Applies to this Agreement with no variation.

### 50. SUMMARY OF HOURLY RATES OF PAY

[Schedule B](#) of the Award does not apply to this Agreement.

### 51. SUMMARY OF MONETARY ALLOWANCES

[Schedule C](#) of the Award applies to this Agreement but is varied by the following provisions.

#### 51.1 WAGE RELATED ALLOWANCES

[Schedule C.1.1](#) and [C.1.2](#) of the Award does not apply to this agreement with respect to the adjustment of the Sleepover/Overnight Allowance provided for in [sub-clause 28.2\(B\)](#).

#### 51.2 EXPENSE RELATED ALLOWANCES

[Schedule C.2.1](#) and [C.2.2](#) of the Award does not apply to this Agreement with respect to the adjustment of the Vehicle Allowance provided for in [sub-clause 28.3\(D\)](#).

### 52. APPRENTICES

[Schedule D](#) of the Award applies to this Agreement with no variation.

### 53. SUPPORTED WAGE SYSTEM

[Schedule E](#) of the Award applies to this Agreement except that the Supported Wage Rates set out in the table at E4.1 of the Award will be increased by adding 1 percentage point to the relevant minimum wage as follows:

Assessed Capacity (Clause E5) %	Relevant minimum wage %
10	11
20	21
30	31
40	41
50	51
60	61

70	71
80	81
90	91

**54. AGREEMENT FOR TIME OFF INSTEAD OF PAYMENT FOR OVERTIME**

[Schedule F](#) of the Award applies to this Agreement with no variation.

**55. AGREEMENT TO TAKE ANNUAL LEAVE IN ADVANCE**

[Schedule G](#) of the Award applies to this Agreement with no variation.

**56. AGREEMENT TO CASH OUT ANNUAL LEAVE**

[Schedule H](#) of the Award applies to this Agreement with no variation.

**57. NO FURTHER CLAIMS**

The parties agree that for the duration of the Agreement no further claims will be made by either party in respect of remuneration or working conditions.

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

# PART 1 SIGNATORIES TO THE AGREEMENT

Signed on 07.06.23 for and on behalf of the School Board of Launceston Church Grammar School.



**Dale Andrew Bennett**

**Principal**

I, Dale Andrew Bennett of 36 Button Street, MOWBRAY HEIGHTS, TASMANIA, 7248, have been delegated authority to sign this Agreement on behalf of the School Board of Launceston Church Grammar School.

Witness signature



Witness name (print)

Elysa Oliver-Bennett

Date:

07/06/23

Signed on 07/06/23 for and on behalf of all employees employed by the employer under the scope of the Educational Services (General) Award 2020



**Kim Louise Sloane**

**Junior Campus Administrator / Coordinator and Employee Bargaining Representative**

I, Kim Louise Sloane of 36 Button Street, MOWBRAY HEIGHTS, TASMANIA 7248, have been delegated authority to sign this Agreement on behalf of the general staff of Launceston Church Grammar School.

Witness signature



Witness name (print)

Alexandra Peters

Date:

07/06/23