DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Friends’ School Incorporated T/A The Friends’ School
(AG2018/2110)

THE FRIENDS’ SCHOOL (TEACHERS) ENTERPRISE AGREEMENT
2018

Educational services

COMMISSIONER HARPER-GREENWELL MELBOURNE, 19 SEPTEMBER 2018

Application for approval of The Friends’ School (Teachers) Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as The Friends’ School (Teachers) Enterprise Agreement 2018 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The Friends’ School Incorporated T/A The Friends’ School. The Agreement is a single enterprise agreement.

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

[3] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement was approved on 19 September 2018 and, in accordance with s.54, will operate from 26 September 2018. The nominal expiry date of the Agreement is 31 December 2020.

COMMISSIONER

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The Friends' School

(Teachers)

Enterprise Agreement 2018
<table>
<thead>
<tr>
<th>Part</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Title</td>
<td>4</td>
</tr>
<tr>
<td>2.</td>
<td>Application</td>
<td>4</td>
</tr>
<tr>
<td>3.</td>
<td>Commencement and Duration</td>
<td>4</td>
</tr>
<tr>
<td>4.</td>
<td>Relationship to Other Industrial Instruments</td>
<td>4</td>
</tr>
<tr>
<td>5.</td>
<td>Purpose of the Agreement</td>
<td>4</td>
</tr>
<tr>
<td>6.</td>
<td>No Further Claims</td>
<td>5</td>
</tr>
<tr>
<td>7.</td>
<td>Definitions and Interpretation</td>
<td>5</td>
</tr>
<tr>
<td>8.</td>
<td>Agreement Flexibility</td>
<td>6</td>
</tr>
<tr>
<td>9.</td>
<td>Consultation</td>
<td>7</td>
</tr>
<tr>
<td>10.</td>
<td>Dispute Resolution</td>
<td>8</td>
</tr>
<tr>
<td>11.</td>
<td>Types of Employment</td>
<td>9</td>
</tr>
<tr>
<td>12.</td>
<td>Termination of Employment</td>
<td>11</td>
</tr>
<tr>
<td>13.</td>
<td>Involuntary Employment Separation</td>
<td>12</td>
</tr>
<tr>
<td>14.</td>
<td>Classifications</td>
<td>14</td>
</tr>
<tr>
<td>15.</td>
<td>Salaries</td>
<td>15</td>
</tr>
<tr>
<td>16.</td>
<td>allowances</td>
<td>18</td>
</tr>
<tr>
<td>17.</td>
<td>Payment of Salaries</td>
<td>21</td>
</tr>
<tr>
<td>18.</td>
<td>Salary Sacrifice</td>
<td>21</td>
</tr>
<tr>
<td>19.</td>
<td>Superannuation</td>
<td>23</td>
</tr>
<tr>
<td>20.</td>
<td>Hours of Work</td>
<td>25</td>
</tr>
<tr>
<td>21.</td>
<td>Breaks</td>
<td>27</td>
</tr>
<tr>
<td>22.</td>
<td>Annual Leave</td>
<td>27</td>
</tr>
<tr>
<td>23.</td>
<td>Personal/Carer’s Leave and Compassionate Leave</td>
<td>29</td>
</tr>
<tr>
<td>24.</td>
<td>Community Service Leave</td>
<td>29</td>
</tr>
<tr>
<td>25.</td>
<td>Public Holidays</td>
<td>29</td>
</tr>
<tr>
<td>26.</td>
<td>Unpaid Parental Leave</td>
<td>29</td>
</tr>
<tr>
<td>27.</td>
<td>Paid Parental Partner Leave</td>
<td>29</td>
</tr>
<tr>
<td>28.</td>
<td>Paid Parental (Maternity) Leave</td>
<td>30</td>
</tr>
<tr>
<td>29.</td>
<td>renewal Leave Scheme</td>
<td>30</td>
</tr>
<tr>
<td>30.</td>
<td>Family and Domestic Violence Leave</td>
<td>32</td>
</tr>
<tr>
<td>31.</td>
<td>Child Care</td>
<td>34</td>
</tr>
<tr>
<td>32.</td>
<td>Part-Time Teachers Attendance Non-Teaching Activities</td>
<td>34</td>
</tr>
<tr>
<td>33.</td>
<td>Professional Development/Planning Days</td>
<td>34</td>
</tr>
<tr>
<td>34.</td>
<td>Union Training Leave</td>
<td>35</td>
</tr>
</tbody>
</table>
Part 1—Application and Operation

1. Title

This Agreement is The Friends’ School (Teachers) Enterprise Agreement 2018.

2. Application

This Agreement is between The Friends’ School Incorporated, 23 Commercial Road, North Hobart, Tasmania, ABN: 34 682 819 626 (the employer) and employees for whom an appropriate classification exists within this Agreement. This Agreement shall not apply to any employee employed within Friends’ Early Years.

3. Commencement and Duration

This Agreement commences seven days after the date of approval by the Fair Work Commission and has a nominal expiry date of 31 December 2020.

4. Relationship to Other Industrial Instruments

This Agreement replaces The Friends’ School (Teachers) Enterprise Agreement 2015 and any previous workplace Agreements, in their entirety.

Employees covered by this Agreement are, apart from the making of this Agreement, covered by the Educational Services (Teachers) Award 2010. This Agreement replaces that Award, and any other Award(s) which may be deemed to apply to the employment, in their entirety.

5. Purpose of the Agreement

The purpose of this Agreement is to:

- Maintain and improve the productivity, efficiency, flexibility and effectiveness of The Friends’ School (the “School”) through the implementation of agreed measures, as soon as practicable, which will increase the performance of the School and offer secure, worthwhile and fulfilling employment for employees;
- Adopt a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School;
- Develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education;
- Develop management systems and work practices capable of assuring all stakeholders of the quality of the School’s services;
- Maintain the School as a provider of services to the community through the continued awareness of increasing pressures on operating costs and encouragement of optimum resource usage;
- Maximise the learning outcomes for students through quality teaching;
• Share equitably the benefits of enhanced service delivery among employees and the School community;

• Provide a safer and better working environment; and

• Ensure the continuation of the stable industrial relations framework that exists in the School.

6. No Further Claims

The parties to this Agreement agree that for the duration of this Agreement neither will make any further claims in respect of salaries or conditions of employment.

The employer reserves the right to make additional payments, if considered appropriate.

7. Definitions and Interpretation

7.1 In this Agreement, unless the contrary intention appears:

Act means the Fair Work Act 2009 (Cth).

Employee means a person employed as a teacher at The Friends' School under this Agreement.

Five year trained teacher means an employee who:

(a) has completed a four-year full-time course in teacher training at a recognised tertiary institute and in addition has completed a one-year post-graduate course in an appropriate discipline; or

(b) has completed a basic three-year undergraduate degree in a recognised tertiary institute and in addition as completed a further two years full-time teacher training course in a recognised tertiary institute; or

(c) has completed a basic three-year undergraduate degree in a recognised tertiary institute and in addition has obtained by study a masters degree or doctorate in education or related discipline or has a four or five year degree and a Graduate Diploma in Education; or

(d) as determined by the Teachers Registration Board Tasmania or equivalent.

Four year trained teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.

NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).

Principal means the employee appointed by the employer to the most senior leadership position in the School.

School year means the period of 12 months from the day employees are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes term weeks and non-term weeks.
Teacher means a person employed as such by the School who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program. So as to remove any doubt, teacher includes a teacher in a senior leadership position, but not a principal or deputy principal.

Three year trained teacher means a teacher who has completed a degree in education or early childhood education that requires three years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.

Two year trained teacher means any teacher employed in the children’s services and early childhood education industry as at the commencement of this Agreement who has completed a two year full-time course in early childhood education and who has been recognised as an early childhood teacher by the relevant State or Territory licensing and accreditation authority.

7.2 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

8. Agreement Flexibility

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

(a) the agreement deals with 1 or more of the following matters:

(i) arrangements about when work is performed; and

(ii) allowances.

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

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

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:
(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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

8.5 The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing—at any time.

Part 2—Consultation and Dispute Resolution

9. Consultation

9.1 Consultation regarding major workplace change

(a) Employer to notify

(i) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(ii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

(i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1(a).

(iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information
about the changes including the nature of the changes proposed, the expected
effects of the changes on employees and any other matters likely to affect
employees provided that no employer is required to disclose confidential
information the disclosure of which would be contrary to the employer’s
interests.

9.2 Consultation about changes to rosters or hours of work

(a) Where the employer proposes to change an employee’s regular roster or ordinary hours
of work, the employer must consult with the employee or employees affected and their
representatives, if any, about the proposed change.

(b) The employer must:

(i) provide to the employee or employees affected and their representatives, if any, information about the
nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence;

(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are
given by the employee or employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an employee has
irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other Agreement provisions
concerning the scheduling of work and notice requirements.

9.3 Employee Representatives

(a) The relevant employees may appoint a representative for the purposes of the
procedures in this term.

If:

(i) a relevant employee appoints, or relevant employees appoint, a representative
for the purposes of consultation; and

(ii) the employee or employees advise the employer of the identity of the
representative;

the employer must recognise the representative.

10. Dispute Resolution

10.1 Dispute in relation to the NES

In the event of a dispute about a matter under this Agreement, or a dispute in relation to the
NES, in the first instance the parties must attempt to resolve the matter at the workplace by
discussions between the employee or employees concerned and the relevant supervisor. If
such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute
in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

10.2 Matters arising under agreement

If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

10.3 Agree on process

The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

10.4 Dispute remains unresolved

Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute. The Fair Work Commission can arbitrate the dispute and make a determination that is binding on the parties.

10.5 Appointing another person

The employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

10.6 While dispute is being conducted

While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Conditions of Employment

11. Types of Employment

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

(a) full-time employment;
(b) part-time employment;
(c) fixed term employment;
(d) casual employment.

11.2 Terms of engagement

(a) On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating the classification and rate of salary applicable on commencement, the employee's face-to-face teaching load and details of their extra-curricular commitment.
(b) In the case of a part-time employee, the letter of appointment will include the employee's teaching load expressed as a percentage of a full-time load in the School and that their extra-curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time employee.

(c) Where the employer engages the employee on a fixed term basis, the letter of appointment will inform the employee of the reason the employment is fixed term, the date of commencement and the period of the employment.

11.3 Probationary employment

(a) All full time and part time employees, other than fixed term employees, will be required to complete a six month probation period on the commencement of their employment (i.e. from the day they first report for work). Where an employee is absent, other than on paid leave, during the probationary period for any period(s) exceeding two consecutive weeks the employee's probationary period shall be extended by the total period(s) of the employee's absence. Subject to completion of a satisfactory probation review at the conclusion of the probationary period, employees will be granted permanent employment.

(b) At the discretion of the employer, fixed term employees may be required to complete a probation period on the commencement of the employee's employment. Where a probationary period of employment is required the duration of the probationary period of employment will be determined by the employer and communicated to the prospective employee in the written offer of employment and shall form part of the contract of employment. Where a fixed term employee is absent, other than on paid leave, during the probationary period for any period(s) exceeding two consecutive weeks the employee's probationary period may be extended by the total period(s) of the employee's absence. Where a probationary period is set for a fixed term employee the continuation of employment beyond the probationary period is subject to satisfactory completion of their probation.

11.4 Full-time employment

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

11.5 Part-time employment

(a) A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time employee in the School. If the hours of a part-time employee temporarily rise above 90%, the employee will be considered to be full-time and receive the equivalent salary and leave entitlements of a full-time employee for the period of time they are required by the School to work in excess of 90% of the full-time hours.

(b) A part-time employee is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time employee in the School.

(c) An employee (full-time or part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
The employer cannot vary a part-time employee’s teaching load or days of attendance unless:

(i) the employee consents; or

(ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides seven weeks’ notice in writing in the case of an employee or where the change would result in a reduction in salary, the salary of the employee is maintained for a period of seven weeks.

(e) If a part-time employee is appointed – in addition to their usual part-time load – to an additional teaching load for any period exceeding 1 week, the following formula will be used to determine the casual weekly payment due to the employee for the additional load:

\[
\text{Additional Appointment (FTE %) } \times \frac{\text{Salary Scale Rate + 25\%}}{1} = 52.18
\]

The casual weekly payment is paid in lieu of any payments or benefits otherwise accruing to the employee under the Agreement, the Award or NES in respect to the additional appointment, including any entitlement to School holiday leave, annual leave, personal leave, public holidays, paid parental leave, and compassionate leave.

(f) If a part-time employee is required – in addition to their usual part-time load – to undertake additional teaching hours for any period up to and including one week, they will be paid for these additional hours in accordance with Clause 15.11.

11.6 Casual employment

(a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.

(b) A casual engagement may be extended by agreement between the employee and the employer provided the total period of the engagement does not exceed one School term.

(c) The rates of pay for a casual employee are contained in clause 15.11.

11.7 Fixed term employment

An employee may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a full-time or part-time basis to:

(a) undertake a specified project for which funding has been made available;

(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 the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.

12. Termination of Employment

12.1 Notice of termination is provided for in the NES. This clause of the Agreement provides specific detail and supplements the NES that deals with termination of employment.
12.2 Notice of termination by the employer

Subject to clause 13.8, the employment of an employee (other than a casual employee) will not be terminated without at least seven term weeks’ notice as per the school calendar for that year (inclusive of the notice required under the NES), the payment of seven weeks’ salary instead of notice or part notice and part payment instead of notice provided that the total weeks’ notice and weeks’ payment instead equal seven.

12.3 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of the employer.

12.4 If an employee fails to give the notice specified in clauses 12.2 or 12.3 the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee. Provided that an individual employee must authorise any deductions for monies due.

12.5 Job search entitlement

Where the employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

12.6 Exclusions

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

12.7 Statement of service

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

13. Involuntary Employment Separation

13.1 Involuntary separation

This may take place where the employer has determined that the work performed by an employee or employees is no longer required to be performed and cannot redeploy those employees in suitable and effective positions within the School.

13.2 Redundancy pay

This is provided for in the NES. This clause of the Agreement supplements the NES which deals with redundancy.

13.3 Transfer to lower paid duties

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

13.4 Redundancy payment

Where employment is ended by reason of involuntary separation full-time and part-time employees will be entitled to receive the greater of the redundancy payment set out in the table below or the redundancy payment provided for by the NES:

<table>
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<tr>
<th>Years of Continuous Service</th>
<th>Weeks of Pay at Ordinary Time Rate</th>
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<tbody>
<tr>
<td>More than 1</td>
<td>4 weeks</td>
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<tr>
<td>More than 2</td>
<td>6 weeks</td>
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<td>More than 3</td>
<td>8 weeks</td>
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<td>More than 4</td>
<td>10 weeks</td>
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<td>More than 5</td>
<td>12 weeks</td>
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<td>More than 6</td>
<td>14 weeks</td>
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<td>More than 7</td>
<td>16 weeks</td>
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<td>More than 8</td>
<td>18 weeks</td>
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<td>More than 9</td>
<td>20 weeks</td>
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<tr>
<td>More than 10</td>
<td>22 weeks</td>
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<tr>
<td>11 or more</td>
<td>24 weeks</td>
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13.5 Part-time employee entitlements

Part-time employees under this clause are calculated on the basis of the average number of hours worked by the employee as a proportion of full-time weekly hours for the employee’s previous 12 months of service.

13.6 Employee leaving during notice period

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

13.7 Job search entitlement

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

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

(c) This entitlement applies instead of clause 12.5.

13.8 Interaction of this clause with clause 12 – Termination of employment

Where the employee’s employment is terminated on the grounds of redundancy, the employee will be entitled only to the greater of:

(a) notice of termination under clause 12.2 or 12.3; or
(b) notice of termination and severance payments under the NES.

13.9 *Part-time employees*

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

**Part 4—Minimum Wages and Related Matters**

14. **Classifications**

14.1 *Duties of an employee*

The duties of an employee may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

14.2 *Evidence of qualifications*

(a) On engagement, the employer may require that the employee provide documentary evidence of qualifications and teaching experience. If the employer considers that the employee has not provided satisfactory evidence, and advises the employee in writing to this effect, then the employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the employer will not unreasonably refuse to recognise the qualifications or teaching experience of an employee.

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

14.3 *Entry points and progression*

(a) Unqualified teachers and teachers teaching on a limited authority to teach will commence on a step of the salary scale determined by the employer following consideration of the employee's qualifications, skills and experience but will not progress beyond step 6 of the salary scale detailed in clause 15.1 of this Agreement other than at the discretion of the employer.

(b) A teacher who is recognised as two year trained will commence on a step of the salary scale determined by the employer following consideration of the employee's qualifications, skills and experience but will not progress beyond Step 8 of the salary scale detailed in clause 15.1 of this Agreement other than at the discretion of the employer.

(c) A teacher who is recognised as three year trained will commence on a step of the salary scale determined by the employer following consideration of the employee's qualifications, skills and experience but will not progress beyond Step 10 of the salary scale detailed in clause 15.1 of this Agreement other than at the discretion of the employer.
(d) A teacher who is recognised as four year trained will commence on Step 5 of the salary scale detailed in clause 15.1 of this Agreement.

(e) A teacher who is recognised as five year trained will commence on Step 7 of the salary scale detailed in clause 15.1 of this Agreement and will skip Step 10.

(f) If a teacher attains a further recognised teaching qualification, or an unqualified teacher or teacher teaching on a limited authority to teach attains a recognised teaching qualification, then their entry point and progression will be adjusted according to the level of their teaching qualifications.

(g) Effective from the date of approval of this Agreement, and subject to a teacher’s satisfactory service during the previous 12 months, full time and part time teachers will progress at the rate of one step of the teaching salary scale for each completed full School year of continuous service. For the purposes of this clause a full School year of continuous service is defined as a calendar year in which the teacher is continuously employed for the duration of the School year.

15. Salaries

15.1 The following salaries are operative from the first full pay period commencing on or after the dates indicated.

<table>
<thead>
<tr>
<th>Salary Scales</th>
<th>1/05/2017 Existing EA</th>
<th>01/01/2018 +2%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>$58,971</td>
<td>$60,150</td>
</tr>
<tr>
<td>Step 1</td>
<td>$60,832</td>
<td>$62,049</td>
</tr>
<tr>
<td>Step 2</td>
<td>$62,743</td>
<td>$63,998</td>
</tr>
<tr>
<td>Step 3</td>
<td>$64,659</td>
<td>$65,952</td>
</tr>
<tr>
<td>Step 5 - 4YT Entry Level</td>
<td>$66,572</td>
<td>$67,903</td>
</tr>
<tr>
<td>Step 6</td>
<td>$69,991</td>
<td>$71,391</td>
</tr>
<tr>
<td>Step 7 - 5YT Entry Level</td>
<td>$73,600</td>
<td>$75,072</td>
</tr>
<tr>
<td>Step 8</td>
<td>$77,836</td>
<td>$79,393</td>
</tr>
<tr>
<td>Step 9</td>
<td>$81,851</td>
<td>$83,488</td>
</tr>
<tr>
<td>Step 10 (SYT jumps this step)</td>
<td>$86,025</td>
<td>$87,746</td>
</tr>
<tr>
<td>Step 11</td>
<td>$90,442</td>
<td>$92,251</td>
</tr>
<tr>
<td>Step 12</td>
<td>$94,609</td>
<td>$96,501</td>
</tr>
<tr>
<td>SCT</td>
<td>$97,925</td>
<td>$99,884</td>
</tr>
<tr>
<td>Salary Scales</td>
<td>1/05/2018 +2% increase (1% SCT Step 1)</td>
<td>1/05/2019 +3% increase</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td></td>
<td>Annual</td>
<td>Annual</td>
</tr>
<tr>
<td>Step 1</td>
<td>$61,353</td>
<td>$63,194</td>
</tr>
<tr>
<td>Step 2</td>
<td>$63,290</td>
<td>$65,188</td>
</tr>
<tr>
<td>Step 3</td>
<td>$65,278</td>
<td>$67,236</td>
</tr>
<tr>
<td>Step 4</td>
<td>$67,271</td>
<td>$69,289</td>
</tr>
<tr>
<td>Step 5 - 4YT Entry Level</td>
<td>$69,262</td>
<td>$71,339</td>
</tr>
<tr>
<td>Step 6</td>
<td>$72,819</td>
<td>$75,003</td>
</tr>
<tr>
<td>Step 7 - 5YT Entry Level</td>
<td>$76,573</td>
<td>$78,871</td>
</tr>
<tr>
<td>Step 8</td>
<td>$80,981</td>
<td>$83,410</td>
</tr>
<tr>
<td>Step 9</td>
<td>$85,158</td>
<td>$87,713</td>
</tr>
<tr>
<td>Step 10 (5YT jumps this step)</td>
<td>$89,501</td>
<td>$92,186</td>
</tr>
<tr>
<td>Step 11</td>
<td>$94,096</td>
<td>$96,919</td>
</tr>
<tr>
<td>Step 12</td>
<td>$98,431</td>
<td>$101,384</td>
</tr>
<tr>
<td>SCT Step 1</td>
<td>$101,882</td>
<td>$104,938</td>
</tr>
<tr>
<td>SCT Step 2</td>
<td>$102,901</td>
<td>$105,988</td>
</tr>
</tbody>
</table>

15.2 First full pay period after 1 May 2020

From the first full pay period on or after 1 May 2020 salaries will be increased by the percentage increase that results in the salary of a Friends’ School SCT Step 2 teacher being set at 3.5% more than the rate prescribed, at the time, for a Tasmanian Department of Education Band 1 Level 13 (B1 L13) Teacher (inclusive of annual leave loading), excepting that the minimum salary increase from 1 May 2020 shall be the Hobart CPI – All Groups consumer price index increase for year ending 31 December 2019. This increase will be applied to the responsibility allowances at clause 16.1 from the first full pay period on or after 1 May 2020.

15.3 Salary versus Department of Education

Provided also that should the salary of a Friends’ School SCT Step 2 fall below 103.5% of the Tasmanian Department of Education Band 1 Level 13 (B1 L13) Teacher (inclusive of annual leave loading) in the period after 1 May 2018 and before the 31 December 2020 (the notional expiry date of the Agreement) the salaries prescribed by this clause shall be increased as per the formula in clause 15.2 of this Agreement, with effect from the same date as the variation to the rate prescribed for Tasmanian Department of Education Band 1 Level 13 (B1 L13) Teachers (inclusive of annual leave loading) and maintained until such time as this Agreement is replaced.

15.4 Negative figure result

Should the result produced by the application of either clause 15.2 or clause 15.3 result in a negative figure then existing salary rates will be maintained.

15.5 Senior Classroom Teacher

In all cases a teacher is required to be classified at Step 12 of the salary scale for 12 months before being eligible to apply for progression to the Senior Classroom Teacher (SCT) or Senior
Classroom Teacher Step 1 (SCT Step 1) classification. Upon application, progression to, and maintenance of, SCT, SCT Step 1 or 2 status will be dependent upon the teacher satisfying the eligibility requirements outlined in School policy.

15.6 A step 1 teacher

A SCT Step 1 teacher after completing 12 months at that classification level will progress to SCT Step 2 if they hold full Tasmania Teachers Registration Board registration and provide satisfactory affirmation through their Supervisor of the current senior leadership contribution they are making to the School. This clause does not apply to teachers who are eligible to progress to SCT Step 2 through the transitional provisions at 15.12(c)(ii).

15.7 Salary rates

The salary rates set out in this clause are inclusive of any entitlement to annual leave loading.

15.8 National Minimum Wage Order

Increases which apply during the life of this Agreement are absorbed by the agreed salary levels specified by clause 15.1 and 15.2 of this Agreement and do not flow on to the Agreement.

15.9 The weekly rate

The weekly rate of pay for an employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.

15.10 Part-time employee

A part-time employee will be paid pro rata, at the same rate as a full-time employee in the same classification, in accordance with the provisions of clause 11.5.

15.11 Casual employee

(a) The salary payable to a casual employee will be the appropriate salary for the classification as specified in clause 14 – Classifications calculated in accordance with the table below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full day</td>
<td>Weekly rate calculated in accordance with clause 15.1 and 15.2 divided by 5 plus 25%</td>
</tr>
<tr>
<td>Half day</td>
<td>Weekly rate calculated in accordance with clause 15.1 and 15.2 divided by 10 plus 25%</td>
</tr>
<tr>
<td>Quarter day</td>
<td>Weekly rate calculated in accordance with clause 15.1 and 15.2 divided by 20 plus 25%</td>
</tr>
</tbody>
</table>

Provided that a casual employee in the School will be paid for a minimum of half a day; where a day is the usual required attendance time for a full time teacher at the School and a half day is half the usual required attendance time.

The 25% loading paid to casual employees is paid in lieu of all paid leave.

15.12 Senior Classroom Teacher Transition

(a) On the first full pay period on or after 1 May 2018 a new classification structure for Senior Classroom Teacher (SCT) will be introduced. The current classification of SCT will be replaced with two new classifications:
Senior Classroom Teacher Step 1 (SCT Step 1)

Senior Classroom Teacher Step 2 (SCT Step 2)

(b) The requirements for progression from Step 12 to SCT Step 1 will be the same as the requirements for progression from Step 12 to SCT as determined by School policy.

(c) All teachers classified as SCT from the first full pay period on or after 1 May 2018 will either be:

(i) reclassified to SCT Step 1 or;

(ii) reclassified to SCT Step 2 if they hold full Tasmanian Teacher Registration Board registration and provide satisfactory affirmation through their Supervisor of the current senior leadership contribution they are making to the School.

(d) Any employee who has been appointed to a leadership position and has been offered a salary based in full or in part on an equivalent SCT classification while they remain appointed to that leadership position shall have their salary increased to reflect a minimum of the SCT Step 1 rate from the first full pay period on or after 1 May 2018.

16. Allowances

16.1 Responsibility allowances

(a) The allowance rates set out in this clause are inclusive of any entitlement to annual leave loading.

(b) A responsibility allowance is payable where the employer requires an employee to perform duties or adopt responsibilities that the employer considers to be in excess of the ordinary duties of an employee at The Friends' School and those specified in this Agreement. In such circumstances the employee shall be paid, in addition to his or her normal salary, a responsibility allowance based on the skills required and the nature of the additional duties or responsibilities, while ever such additional duties or responsibilities are being performed. Provided that; a responsibility allowance is only payable if the period of additional duties or responsibilities exceeds 1 term.

(c) The level of any responsibility allowance to be paid is determined by the employer. The methodology used to determine the level of the allowance will be made available to an employee concerned. The methodology used or any determination reached may be revised, using the usual consultative mechanisms of the School. An employee affected by any revision of the methodology used or determination reached must be individually advised within 7 days of the revision.

(d) The employer determines the degree of time release for a particular responsibility.

(e) Before commencing a period of additional duties or responsibilities that attracts a responsibility allowance, the employee will be provided the following written advice -
The Friends' School (Teachers) Enterprise Agreement 2018

- the amount of the allowance;
- the additional duties or responsibilities to be carried out;
- the duration of the period of additional duties or responsibilities; and
- where the employer believes it to be appropriate for the nature of the additional responsibilities, the period of notice to be given to change or terminate the arrangements.

(e) Allowance levels are calculated on the basis of 2% of Step 12 of the trained teacher salary scale for each level, operative from the same dates as the salary increases.

<table>
<thead>
<tr>
<th>Salary Scales</th>
<th>1/05/17</th>
<th>1/01/18</th>
<th>1/05/18</th>
<th>1/05/19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual</td>
<td>Annual</td>
<td>Annual</td>
<td>Annual</td>
</tr>
<tr>
<td>Level 1 - 2%</td>
<td>$1,892</td>
<td>$1,930</td>
<td>$1,968</td>
<td>$2,027</td>
</tr>
<tr>
<td>Level 2 - 4%</td>
<td>$3,785</td>
<td>$3,861</td>
<td>$3,938</td>
<td>$4,056</td>
</tr>
<tr>
<td>Level 3 - 6%</td>
<td>$5,677</td>
<td>$5,791</td>
<td>$5,906</td>
<td>$6,084</td>
</tr>
<tr>
<td>Level 4 - 8%</td>
<td>$7,569</td>
<td>$7,720</td>
<td>$7,875</td>
<td>$8,111</td>
</tr>
<tr>
<td>Level 5 - 10%</td>
<td>$9,461</td>
<td>$9,650</td>
<td>$9,843</td>
<td>$10,139</td>
</tr>
<tr>
<td>Level 6 - 12%</td>
<td>$11,353</td>
<td>$11,580</td>
<td>$11,812</td>
<td>$12,166</td>
</tr>
<tr>
<td>Level 7 - 14%</td>
<td>$13,245</td>
<td>$13,510</td>
<td>$13,780</td>
<td>$14,194</td>
</tr>
<tr>
<td>Level 8 - 16%</td>
<td>$15,137</td>
<td>$15,440</td>
<td>$15,749</td>
<td>$16,221</td>
</tr>
<tr>
<td>Level 9 - 18%</td>
<td>$17,030</td>
<td>$17,371</td>
<td>$17,718</td>
<td>$18,250</td>
</tr>
<tr>
<td>Level 10 - 20%</td>
<td>$18,922</td>
<td>$19,300</td>
<td>$19,686</td>
<td>$20,277</td>
</tr>
<tr>
<td>Level 11 - 22%</td>
<td>$20,814</td>
<td>$21,230</td>
<td>$21,655</td>
<td>$22,305</td>
</tr>
<tr>
<td>Level 12 - 24%</td>
<td>$22,706</td>
<td>$23,160</td>
<td>$23,623</td>
<td>$24,332</td>
</tr>
</tbody>
</table>

The percentage shown above is of the annual Step 12 rate in Clause 15.

16.2 Temporary Responsibility Allowance

(a) The allowance rates set out in this clause are inclusive of any entitlement to annual leave loading.

(b) If the employer requires an employee to perform additional duties or accept additional responsibilities for a period of one term or less, but not less than a fortnight, the employee is entitled to a temporary responsibility allowance based on the table at 16.1(f) of this Agreement.

(c) All other provisions of clause 16 of this Agreement apply, save and except for the following:

- A teacher performing the duties of another teacher in receipt of a responsibility allowance will be paid the appropriate allowance for those duties or part of those duties, for the period of the temporary appointment.
• A temporary responsibility allowance entitlement continues during a period of approved leave; provided that, the period of leave is within the agreed period of temporary appointment.

• Service increments applying to an employee’s salary under the Agreement are taken into account and not absorbed into the total salary if a service increment occurs during the period of temporary appointment.

• A temporary responsibility allowance is not considered to be part of an employee’s total salary, except for superannuation payments required by legislation.

16.3 Vehicle allowance

(a) An employee required by the employer to use the employee’s motor vehicle in the performance of duties must be paid the following allowances:

(i) Motor car

$0.78 per kilometre with a maximum payment up to 400 kilometres per week.

(ii) Motorcycle

$0.26 per kilometre with a maximum payment up to 400 kilometres per week.

(b) The employer must pay all expenses including registration, running and maintenance where the employer provides a motor vehicle which is used by an employee in the performance of the employee’s duties.

16.4 Overnight allowance

(a) An Overnight Allowance will be payable to a part-time or a full-time employee who is required by the employer to stay overnight in a tent, hostel, school camp (including the Far South Wilderness Camp), or a similar standard of accommodation, for purposes of accompanying students on an overnight activity or excursion.

(b) Entitlement to an Overnight Allowance will be assessed on a night-by-night basis by the employer and may not be payable for all nights of a particular activity or excursion.

(c) The teacher, or other employee, leading the activity or excursion will be responsible for notifying employees accompanying the activity or excursion of any nights for which they are entitled to claim an Overnight Allowance. However, it is the individual employee’s responsibility to complete and lodge an appropriately authorised application for an Overnight Allowance.

(d) Notwithstanding any other provisions of this Agreement, an employee will not be entitled to claim an Overnight Allowance for any activity or excursion;

(i) which they are leading or accompanying as a volunteer or where their attendance is not required by the employer; or

(ii) that is conducted by an organisation other than The Friends’ School.

(e) Notwithstanding any other provisions of this Agreement, an outdoor education teacher will not be entitled to claim an Overnight Allowance.
(f) Where applicable the Overnight Allowance payable in accordance with this clause will be $127.80 per night.

(g) The allowance specified in sub-clause (f) is subject to indexation at the rate and timing specified for salaries in accordance with the provision of clause 15 of this Agreement.

16.5 Adjustment of expense related allowances

Allowances shall be increased on the 1 July each year in line with the Fair Work Commission Annual Wage Review Decision. The increase shall be the amount the Fair Work Commission determines to increase the minimum wage by in accordance with the Annual Wage Review Decision.

17. Payment of Salaries

17.1 Payment of wages may be fortnightly.

18. Salary Sacrifice

18.1 Application

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

18.2 Definitions

“Benefits” - means the benefits selected by an employee from the “Salary Sacrifice Benefits” provided by the employer.

“Benefit Value” - means the amount specified by the employer as the cost to the employer of the benefit provided, including fringe benefits tax, if any.


“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 19 of this Agreement; and

- Childcare fees at Friends’ Early Years, based on an agreed level of care to be maintained for each calendar year.

18.3 Conditions of employment

Except as provided by this clause, an employee must be employed on a rate of pay and otherwise on terms and conditions not less than those prescribed by this Agreement.

18.4 Salary packaging

The employer may offer to provide and an employee may accept, in writing -
• the benefits selected by the employee from those salary sacrifice benefits made available by the employer; and

• a wage equal to the difference between the benefit value and the wage which would have applied to the employee pursuant to clause 18.3, in the absence of an agreement under this clause.

18.5 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 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 clause.

18.6 Overpayments and other liabilities

If, in relation to any salary 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;

• the employer is entitled to reimbursement of any overpayment; and

• the employee is responsible for any other liability incurred.

Provided that where reimbursement of any overpayment or liability is required, the repayment schedule will be determined by negotiation between the parties.

18.7 Changes to packages

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

18.8 Cessation of arrangements

Salary packaging arrangements under this clause may be discontinued, as follows –

• by written notice of at least two pay cycles from the employee; and

• on termination of the employee’s employment; and

• if the employer is unable to continue such arrangements; and

• if legislative changes prevent continuation of such arrangements.

18.9 Notification of benefit value

The employer must advise the employee in writing of the benefit value before the employee and the employer enter into an agreement pursuant to clause 18.4 of this Agreement.

18.10 Application

The employer must advise the employee in writing of the benefit value before the employee and the employer enter into an agreement pursuant to clause 18.4 of this Agreement.
18.11 Calculation of salary during leave

During the life of an agreement pursuant to clause 18.4 of this Agreement, an Employee who takes leave is entitled to payment during the period of leave, as follows -

• on full pay - his or her normal benefits and normal wage.
• without pay - no benefits.
• on less than full pay - his or her normal benefits and a wage calculated by applying \[-(W \times P\%) - ([100\% - P\%] \times B) = A.\]

Formula Explanation:

\[ W = \text{the wage determined pursuant to clause 18.4 of this Agreement; and} \]

\[ P = \text{the \% of wage payable during the leave; and} \]

\[ B = \text{the benefit value; and} \]

\[ A = \text{the amount of wages.} \]

18.12 Other payments

Any other payment that is calculated by reference to the employee's salary, however described, that is payable - either during employment or on termination of employment in respect of untaken paid leave or on death - will be at the rate of pay that would have applied to the employee pursuant to clause 18.3, in the absence of an agreement pursuant to clause 18.4 of this Agreement.

18.13 Independent advice

The employer makes no representation that the salary packages offered will be financially advantageous for the employee(s) 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.

19. Superannuation

19.1 Superannuation legislation

(a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.
19.2 **Employer contributions**

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

19.3 **Voluntary employee contributions**

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 19.1(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.1(a) or (b) was made.

19.4 **Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.1(a) and (b) to Tasplan or its successor.

19.5 **Superannuation fund – salary sacrificing**

An Employee may elect any Complying Superannuation Fund into which the employer will contribute salary sacrifice superannuation contributions determined under clause 18 of this Agreement. Provided that an employee shall not be entitled to elect a different superannuation fund from that nominated for purposes of legislated compulsory employer superannuation contributions. Further, any change notified by an employee of their nominated Complying Superannuation Fund for purposes of legislated compulsory employer superannuation contributions will be deemed to also apply to future salary sacrifice contributions made for that employee under this Agreement.

Where an employee nominates that employer superannuation contributions made on his or her behalf are to be directed to the School's superannuation fund administered by IOOF, and that employee salary sacrifices into that fund an additional amount equal to 5.5% 'net of tax' (i.e. in addition to the employer contribution), the School shall contribute an additional 1% over any legislated minimum employer contribution. Provided that, any tax benefit accrued by the employee as a result of the salary sacrifice must also be directed to that fund as superannuation.

Employees are entitled to change funds once in any 12 month period.
Part 5—Hours of Work and Related Matters

20. Ordinary Hours of Work

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

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

20.3 Minimum Attendance Hours

(a) A full time employee will be required to be in attendance for a minimum of 35 hours per week during term time.

(b) A part time employee is required to be in attendance for a proportionate number of hours, determined by reference to their FTE (i.e. 35 hours x the employee's FTE = weekly required attendance hours).

20.4 Hours of Contact Time

(a) The hours of contact time for full-time primary teachers is 22 hours per week, which includes regularly timetabled periods of pastoral care.

(b) The hours of contact time for full-time secondary teachers and full-time specialist teachers is 20 hours per week, which includes regularly timetabled periods of pastoral care.

(c) In any instance no more than 6 hours of timetabled lessons shall be scheduled for any teacher on any one day.

20.5 Contact Time

Contact time means -

- regularly timetabled periods for the delivery of the formal curriculum, including regularly timetabled sport and recreation in the Primary School; and

- regularly timetabled pastoral care periods where things such as absenteeism are checked, School information distributed and student pastoral care provided.

20.6 Other Duties

Other duties include -

- Playground (buildings and grounds) duties, attendance at Assemblies and Gatherings, tutorials for students and supervisory duties, including supervision for absent teachers, except where these are negotiated as part of an employee's contract of employment. Such additional duties will not exceed an average of 3 hours per week.

- Co-curricular duties after School hours and at weekends normally held during term time. Such duties will normally be 40 hours per year.

Provided that, for the purposes of this clause, additional duties that are voluntarily undertaken by employees and are not approved variations of their regular timetable, do not form part of the contact time.
20.7 Other Duties and Minimum Breaks

This clause deals specifically with "other duties" undertaken during the School's recess or lunchtime periods.

For the purpose of calculating an employee's total ordinary hours of work, in accordance with this clause, other duties shall be counted as work time.

**Provided that** other duties shall not be counted as work time, or work, in respect of Clause 21 of the Agreement. For clarity, the School's recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any other duties undertaken during such breaks.

20.8 The maximum number of days

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

20.9 Published calendar

The School has published a calendar that sets the number of scheduled teaching days out of the total attendance days for each school year that falls during the life of this agreement as follows:

- 2018, 185 days
- 2019, 188 days
- 2020, 187 days

20.10 Professional days

In accordance with clause 32.1 the School can enable up to six Professional Development Days each year.

20.11 Calculating the attendance days

The following circumstances are not included when calculating the 205 employee attendance days:

(a) co-curricular activities that are conducted on a weekend;

(b) School related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;

(c) when the employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;

(d) when the employee has boarding house responsibilities and the employee is performing those duties during term weeks and non-term weeks; and

(e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which an employee may be recalled to perform duties relating to their position.

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

21.1 Unpaid meal break

An employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.

Part 6—Leave and Public Holidays

22. Annual Leave

22.1 Amount of leave

Annual leave is provided for in the NES. This clause of the Agreement provides industry specific details and supplements the NES which deals with annual leave.

Part time and full time employees covered by this Agreement who work a full School year are entitled to four weeks annual leave, based on their FTE, which is to be taken during and in conjunction with, paid non-term weeks.

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.

The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of an employee’s entitlements for the School year or a proportion of the School year. The employee’s absence from School during non-term weeks is deemed to include their entitlement to annual leave.

22.2 Pro rata payment of salary inclusive of annual leave

This clause of the Agreement provides industry specific detail and incorporates the NES entitlement with respect to annual leave.

The provisions of this clause will apply:

(a) in the calculation of payment in regard to pro rata salary where an employee’s employment ceases; or

(b) in the calculation of payment in regard to pro rata salary if:

(i) an employee commenced employment after the School service date;

(ii) an employee has taken leave without pay of more than two term weeks since the School service date; or

(iii) the hours which an employee has worked at School have varied since the School service date.

22.3 Calculation of payments

\[ P = \frac{sx_c}{b} - d \]

\[ P \] is the payment due
22.4 For the purpose of this clause:

(a) School service date means the date from which employees are paid at the commencement of the School year in their first year of service with the employer; and

(b) employee means an employee other than a casual employee.

22.5 Formula

The formula in clause 22.3 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an employee in respect of the School year in which the formula is applied.

22.6 Termination of employment

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

22.7 Employees who commence employment after the commencement of the School year

An employee who commences employment after the usual date of commencement at the School in any School year, will be paid from the date the employee commences, provided that at the end of the last School term or final semester in that year, the employee must be paid an amount calculated pursuant to clause 22.3 and will receive no salary or other payment other than payment under this clause until the School service date or the resumption of Term 1 or first semester in the following School year.

22.8 Employees who take approved leave without pay

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

(a) if the leave without pay commences and concludes in the same School year, the payment will be calculated and made at the conclusion of the last School term or final semester in that year; and

(b) if the leave without pay is to conclude in a School year following the School year in which the leave commenced:

   (i) at the commencement of the leave, a payment will be calculated and made in respect of the School year in which the leave commences; or

   (ii) at the end of the last School term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School year.
If the employee returns early from leave any payment under clause 22.8(b)(i) will be taken into account in calculating the amount owed to the employee at the end of the last School term or final semester in that year.

23. Personal/Carer’s Leave and Compassionate Leave

23.1 Personal carers leave

(a) Personal/carer’s leave and compassionate leave are provided for in the NES, with the following additional entitlements.

23.2 Full part time employees

(b) Full-time and part-time permanent employees commencing employment with the employer on/or after 1 January 2015 will receive an initial 20 days personal leave credit upon commencement in addition to their NES entitlements.

23.3 Pro-rata for part time

(c) This entitlement will be made on a pro-rata basis for part-time employees based on their fractional appointment at the time of their commencement.

24. Community Service Leave

Community service leave is provided for in the NES.

25. Public Holidays

25.1 Public holidays are provided for in the NES.

25.2 Substitution of public holidays

The employer may substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the School year.

26. Unpaid Parental Leave

Parental leave is provided for in the NES.

27. Paid Parental Partner Leave

27.1 Not less than 12 months continuous service

An employee who has completed a period of not less than 12 months continuous service and is the partner of a person expecting a child is entitled to 10 days paid paternity leave in order to assist his or her partner at the time of the birth and/or during the period immediately following the birth.

27.2 Paid parental partner leave

Paid parental partner leave is subject to application and the expected dates of the leave must be submitted to the School at least 8 weeks prior to the expected date of birth (including a copy of the medical certificate indicating the expected confinement date).
27.3 Parental partner leave period

The parental partner leave must be taken in one period, commencing no earlier than 1 week prior to the expected date of confinement and be completed no later than 3 weeks after the registered date of birth. If the entitlement to paid paternity leave has not been completed within this period the balance of the leave shall be forgone. There is no entitlement to payment in lieu for forgone paid paternity leave.

Provided that, in exceptional circumstances the employer and the employee are able to vary the time at which paternity leave is taken by mutual agreement. Applications to vary the time at which paternity leave is taken will be assessed on individual circumstances, and shall not establish a precedent for future applications.

27.4 Returning to work

After returning to work from a period of paid partner leave, at least 12 months continuous service must be completed before a further entitlement to a period of paid partner leave arises.

28. Paid Parental (Maternity) Leave

28.1 Less than 12 months service

An employee who has completed a period of not less than 12 months continuous service and is eligible for maternity leave, pursuant to the conditions set out in Division 4 of the NES, is entitled to -

- 15 weeks of paid leave, to be taken within the period commencing 6 weeks prior to the expected date of delivery and concluding 15 weeks after the actual date of delivery; and

- additional leave without pay, to bring the aggregate leave to a continuous period of not more than 104 weeks.

28.2 Permanent part time basis less than 12 months

An employee who has been employed on a permanent part-time basis for a period of not less than 12 months and is eligible for maternity leave, pursuant to the conditions set out in Division 4 of the NES, is entitled to -

- 15 weeks of paid leave, on a pro-rata basis, within the period commencing 6 weeks prior to the expected date of delivery and concluding 15 weeks after the actual date of delivery; and

- additional leave without pay to bring the aggregate leave to a continuous period of not more than 104 weeks.

28.3 Returning to work

After returning to work from a period of maternity leave, at least 12 months continuous service must be completed before a further entitlement to a period of paid maternity leave arises.

29. Renewal Leave Scheme

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

29.2 Eligibility

An employee with at least 2 years continuous service, other than a temporary, fixed term, casual or relief employee, may request to participate in the Renewal Leave Scheme (RLS).

29.3 Payment

(a) If participation in the RLS is approved, the annual salary payable to the employee is 80% of the appropriate salary and responsibility allowance, if applicable, pursuant to clauses 15.1, 16.1 and 18 of this Agreement that would apply to the employee during their participation in the RLS.

(b) After 4 years of continuous participation in the RLS on the rate prescribed by clause 29.3(a), the employee is entitled to the 5th year as renewal leave.

(c) While on renewal leave the employee will be paid the rate prescribed by clause 29.3(a). Unless otherwise agreed in writing, payment will be in accordance with normal payment of salary procedures.

(d) Any other payment calculated by reference to the employee’s salary and payable on either termination of employment, in respect of untaken paid leave, or on death, will be paid at the rate of pay that would have otherwise been applicable to the employee under this Agreement, if they had not elected to participate in the RLS.

(e) An amount equal to the employee’s deferred salary, as determined by clause 29.3(a) of this Agreement, will be paid to an employee who has elected to participate in the RLS for each year, or part thereof, since they commenced in the RLS if an employee -
   • dies; or
   • terminates their employment; or
   • is terminated by the employer; or
   • ceases to participate in the RLS, pursuant to clause 29.4(a) of this clause; or
   • takes a shorter period of renewal leave, pursuant to clause 29.4(b) of this clause.

(f) A period of renewal leave will be treated as leave without pay for all other provisions of this Agreement, including service increments and progression.

29.4 Other conditions applying

(a) Once an application to participate in the RLS has been approved, withdrawal from the scheme must be mutually agreed, in writing.

(b) Renewal leave taken pursuant to clause 29.3(b) must be taken as a whole School year, commencing at the beginning of the School year, unless otherwise mutually agreed in writing. The Principal will at his or her discretion consider requests for renewal leave of shorter periods than a year, for example semester blocks.
(c) If an employee has either taken his or her renewal leave or a shorter period of renewal leave, as agreed pursuant to clause 29.4(b), or withdrawn from the RLS, pursuant to clause 29.4(a), and again wishes to participate in the RLS, a fresh application must be made.

(d) The parties agree that the efficient operation of the School must be a consideration in the requesting and approval of leave under the RLS.

29.5 Renewal leave and long service leave

(a) An employee on renewal leave who is entitled to long service leave, pursuant to relevant long service leave legislation, may, if mutually agreed, take their long service leave immediately before or immediately after their renewal leave.

(b) If an employee takes long service leave immediately before or immediately after renewal leave, only the period of long service leave will count as service for the purposes of other entitlements under this Agreement, the Award or the NES

(c) If an employee participating in the RLS takes long service leave during their first 4 years in the scheme, they can elect to -

(i) take long service leave at their salary rate prescribed by sub-clause 29.3(a); or

(ii) take long service leave at their appropriate salary as prescribed by clause 15.1 of this Agreement.

(d) If an employee makes an election pursuant to clause 29.5(c)(ii) progression towards qualification of the renewal year is suspended for the period of long service leave.

30. Family and Domestic Violence Leave

30.1 General Principles

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to staff that experience family and domestic violence. Understanding the traumatic nature of family and domestic violence the employer will support their employees if they have difficulties performing tasks at work. No detrimental action will be taken against an employee on the basis that they have accessed Family and Domestic Violence Leave.

30.2 Definition of Family and Domestic Violence

(a) For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person’s family or household (current or former). To avoid doubt, this definition includes behaviour that:

i. is physically or sexually abusive; or

ii. is emotionally or psychologically abusive; or

iii. is economically abusive; or

iv. is threatening; or
The Friends’ School (Teachers) Enterprise Agreement 2018

v. is coercive; or

vi. in any other way controls or dominates the family or household member and
causes that person to feel fear for their safety or wellbeing or that of another
person; or

(b) causes a child to hear or witness, or otherwise be exposed to the effects of, such
behaviour.

30.3 Family and Domestic Violence Leave

(a) A permanent employee, experiencing family and domestic violence is entitled to 5 non-
accruing days per year of paid family and domestic violence leave for the purpose of:

i. attending legal proceedings, counselling, appointments with a medical or legal
practitioner; or

ii. relocation or making other safety arrangements; or

iii. other activities associated with the experience of family and domestic violence.

(b) This leave will be in addition to existing leave entitlements, may be taken as consecutive
or single days or as a fraction of a day, and can be taken without prior approval in
emergency situations.

30.4 Notice and Evidentiary Requirements

(a) The employer shall give the employee notice as soon as reasonably practicable of their
request to take leave under this clause.

(b) If required by the employer, the employee must provide evidence that would satisfy a
reasonable person that the leave is for the purpose as set out in Clause 40.3(a). Such
evidence may include a document issued by the police service, a court, a doctor
(including a medical certificate), district nurse, maternal and child health care nurse, a
family violence support service, a lawyer or a statutory declaration.

(c) The employer will take all reasonable measures to ensure that any personal information
provided by the employee concerning an employee’s experience of family and domestic
violence is kept confidential. The employer will consider the employee’s wishes in regard
to the confidential storage of personal information in relation to this clause.

30.5 Individual Support

(a) In order to provide support to an employee experiencing family and domestic violence
and to provide a safe work environment to all employees, the employer will consider a
reasonable request, from an employee experiencing family and domestic violence for:

i. temporary changes to their span of hours or pattern or hours and/or shift patterns
subject to operational requirements; or

ii. a change to their telephone number or email address to avoid harassing contact;
or

iii. any other reasonable measure including those available under existing provisions
for family friendly and flexible work arrangements.

(b) Accommodating employees who are subject to family and domestic violence may have
an impact on the normal operational requirements of the employer. In the event of such
an occurrence, the employer will negotiate with affected employees to achieve safe and workable outcomes.

(c) Any change under 40.5(a) will only apply for the period that the employee reasonably requires the change as a result of experiencing family or domestic violence. The employee will return to their substantive role, or other employment arrangement at the end of the period. An employee that discloses that they are experiencing family and domestic violence will be given information in relation to external support services/agencies, referral services and other local resources.

Part 7—Other Conditions of Employment

31. Child Care

The employer has increased access to child care by way of additional after school child care places and commits to continue to explore ways to expand child care facilities over the life of this Agreement.

32. Part-Time Teachers Attendance Non-Teaching Activities

32.1 Attendance at professional activity/staff days

(a) A part-time teacher is required to attend professional activity/staff (PAS) days in proportion to their fractional appointment. For example, a 0.5 teacher would be required to attend 0.5 of the total PAS days each year; provided that, the first PAS day of the year is attended and relevant sections of the 2 subsequent PAS days are attended.

(b) If a part-time teacher is unable to attend the first PAS day for legitimate and compelling reasons, e.g. - other employment obligations, a teacher must provide written notification to their Head of School, explaining their inability to attend, at least 1 week before the first PAS day.

(c) If a part-time teacher is required to attend a PAS day that is not one of the first 3 PAS days on a day that is not a normal working day, for that teacher, a teacher will be paid for that attendance.

32.2 Attendance at meetings

(a) A part-time teacher is not normally required to attend a meeting, if the meeting is held on a day that is not, for that teacher, a normal working day.

(b) If a part-time teacher is required to attend a meeting on a day that is not, for that teacher, a normal working day, a teacher will be paid for that attendance.

33. Professional Development/Planning Days

33.1 Full-time employees must complete an average of 10 Professional Development/Planning Days (PD/P Days) days per year over a 3 year period. The employer will provide up to 6 of the 10 PD/P Days per year.

33.2 The employer will implement a School calendar that allows some PD/P Days to be carried out in normal School time with the balance to be carried out on days when employees are not required to attend School. Provided that, PD/P Days that need to be taken outside School
time will be limited to ensure that employees do not exceed the 205 maximum attendance days detailed in Clause 20 of the Agreement.

34. Union Training Leave

34.1 Employees appointed as union representatives

Employees who are appointed by a union as a union representative shall be entitled to unpaid leave of not more than 5 days per year to attend union training courses. Such leave must be approved by the employer but the employer shall not unreasonably withhold their approval. When considering whether to approve the leave or not the employer shall be entitled to take into account the notice provided by the employee and the ability to source appropriate other employees to perform the work normally performed by the employee taking the leave.
Part 8—Signatures

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

This agreement is signed for and on behalf of the parties:

FOR THE EMPLOYER:
Nelson Filo
Principal
The Friends School Inc.
Date 9 May 2018
Address
Witnessed by (signature) JANE ELIZABETH WILCOX
Witness name in full (printed)
Witness address

FOR THE EMPLOYEES:
DAVID JOHN BROOKS
Name
Date 9/5/2018
Address
Witnessed by (signature)
Witness name in full (printed) Cristie Anne Potter
Witness address