DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Fahan School
(AG2015/2584)

FAHAN SCHOOL (GENERAL STAFF) ENTERPRISE AGREEMENT 2015
Tasmania

DEPUTY PRESIDENT GOSTENCNIK MELBOURNE, 13 MAY 2015

Application for approval of the Fahan School (General Staff) Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the Fahan School (General Staff) Enterprise Agreement 2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The Fahan School. The agreement is a single enterprise agreement.

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

[3] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

[5] United Voice, 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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.
The Agreement was approved on 13 May 2015 and, in accordance with s.54, will operate from 20 May 2015. The nominal expiry date of the Agreement is 31 December 2017.

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# Fahan School (General Staff)
## Enterprise Agreement 2015

## 1. ARRANGEMENT

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<td>33</td>
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</table>

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.
2. **Title**

This Agreement shall be known as the Fahan School (General Staff) Enterprise Agreement 2015.

3. **Parties to the Agreement**

The parties to the agreement are:

(a) Fahan School A.C.N. 009 575 517, Fisher Avenue, Sandy Bay (the “employer”)

(b) The employees employed by the employer within the scope of the Educational Services (Schools) General Staff Award 2010 (refer to section 6 of this agreement), with the exception of:

   (i) Boarding House Tutors who are not covered by this agreement, and are employed under the terms and conditions of their contracts of employment and the Educational Services (Schools) General Staff Award 2010; and

   (ii) Teacher’s Aides who are employed under a Commonwealth funding arrangement to work with a student with special needs, who are not covered by this agreement, and are employed under the terms and conditions of their contracts of employment and the Educational Services (Schools) General Staff Award 2010.

4. **Scope of Agreement**

This Agreement applies to all employees employed by the employer under the scope of the Educational Services (Schools) General Staff Award 2010 with the exception of employees detailed in sub-clauses 3(b)(i) and 3(b)(ii) of this agreement.

5. **Date, Duration and Renegotiation of the Agreement**

This Agreement shall come into effect from 1 January 2015 (or the date of commencement determined by Fair Work Australia if otherwise) and shall expire on 31 December, 2017.

The parties will meet no later than six months prior to 31 December 2017 to review this Agreement.

6. **Relationship to the Modernised Award and the NES**

(a) Throughout this Agreement the term “Award” means the Educational Services (Schools) General Staff Award 2010.

(b) From the date of ratification of this Agreement until 31 December, 2017 this Agreement shall be read and interpreted in conjunction with the Award.

In addition, the National Employment Standards came into effect from 1 January, 2010. The NES, as they are known, are contained within the Fair Work Act (Chapter 2, Part 2.2) and prescribe the minimum employment conditions for all employees employed in the Federal jurisdiction (as is the case for employees covered by this Agreement and the Award).

It is important to note:

(i.) This Agreement is to be read in conjunction with the Educational Services (Schools) General Staff Award 2010, as in force from time to time.
(ii.) To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award this Agreement will override the award term or condition.

(iii.) Where this Agreement is silent on a particular matter the relevant terms of Award shall apply.

(iv.) Where this Agreement and the Award are silent on a particular matter the relevant terms of NES shall apply.

(v.) The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

Where a clause of the Award is varied or is not to apply this will be detailed and 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 shall apply to the extent of the diminution.

7. SUPERSESSION

This Agreement incorporates and supersedes all pre-existing arrangements dealing with the matters covered by this Agreement.

Provided that no right obligation or liability incurred or accrued under the pre-existing arrangements shall be affected by the supersession.

8. OBJECTIVES

The objective of this Agreement is to provide:

(a) opportunities for the Board, Management and General Staff Employees of the School to work together in contributing to the school’s aims, objectives and philosophy; and

(b) a working environment that provides opportunity for employee development and fulfilment and promotes an inclusive, mutually respectful relationship between employer and employee.

9. AGREEMENT VARIATIONS

Any proposal to vary this agreement, other than in accordance with the process set out in clauses 12(i) and 12(ii), shall occur in accordance with the requirements of the Fair Work Act.

10. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)

Any grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall be dealt with by negotiation between the parties and/or their representatives. For the purposes of this clause a grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement shall include an active condition of employment of:

(a) this Agreement; and/or

(b) the Modernised Award; and/or

(c) the National Employment Standards.

Provided that where a disputed condition of employment remains unresolved following negotiation between the parties the matter may be referred to the Fair Work Commission for resolution, who are allowed the power to arbitrate in relation to the matter(s) in dispute. Either or both parties to a dispute are entitled to appoint representation if they choose.
Provided also that, as a condition of this Agreement, the employer will facilitate and fund dispute resolution training for two non-teaching employees each year for the duration of the Agreement.

11. AGREEMENT FLEXIBILITY TERM

(i) For the life of this Agreement an individual employee covered by this Agreement and the employer may agree to an individual flexibility arrangement varying the effect of the Agreement in relation to the employee and employer, in order to meet the genuine needs of the employee and employer.

Individual flexibility arrangements shall be discussed, developed and documented using the model flexibility term set out in Schedule 2.2 of the Fair Work Regulations, 2009.

(ii) For the purposes of this clause Individual flexibility arrangements may be agreed in relation to matters covered by;

(a) this Agreement; or
(b) the Modernised Award; or
(c) both the Agreement and the Modernised Award;

Provided that they are confined to flexibility arrangements involving:

(a) arrangements for when work is performed; and
(b) variations to overtime rates and/or penalty rates and/or allowances agreed to by the parties as a result of (a).

12. AGREEMENT CONSULTATION TERM

For the life of this agreement the employer is required to consult the employees covered by this agreement in relation to any major workplace changes that are likely to have a significant effect on the employees. In such circumstances employees are allowed to be represented for the purposes of that consultation.

Where consultation is required by this clause the consultation will be conducted in accordance with the model consultation term set out in Schedule 2.3 of the Fair Work Regulations, 2009.
13. **WAGE RATES**

For the life of this Agreement this section overrides sub-clauses 15.1 and 15.2 (a) and (b) of the Educational Services (Schools) General Staff Award 2010.

(a) **Classification Levels & Weekly Wage Rates**

Effective in each year of the life of this agreement the minimum weekly wage rates payable to employees covered by this agreement, depending on their classification and experience, shall be:

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<th>2015 2.75% eff. 1 Jan, 2015</th>
<th>2016 2.75% eff. 1 Jan, 2016</th>
<th>2017 2.75% eff. 1 Jan, 2017</th>
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### Clause 13(a) Classification Levels & Weekly Wage Rates (continued)

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(b) **Commencing Classifications**

The commencement levels for employees will be determined by reference to clause 15.2(c) of the Award.

(c) **Incremental Steps**

(i) Each Wage Group has two experience based incremental ‘steps’ in addition to the base rate.

(ii) Each ‘step’ in the wage group will be 2% of the base rate for the wage group.

(iii) The experience based incremental ‘step’ onto which an employee is placed in the 2010 transition to the new classification structure will be determined in accordance with the process and principals detailed in sub-clause 13(b)(ii) of this agreement.

(iv) Progression to the next ‘step’ will depend upon the completion of 12 months satisfactory service at the previous ‘step’ level (including the base rate ‘step’ in the wage classification).

(v) In cases where performance is considered to be unsatisfactory and progression is withheld, the following shall occur:

1. Performance counselling will be provided to the employee.
2. The employee will be entitled to have the decision considered through the normal consultative processes within the school.

3. Where the normal consultative processes within the school fail to resolve the matter, the conditions outlined in Clause 10 of the Agreement, Avoidance of Industrial Grievances shall apply.

(d) Promotion to a Higher Wage Group

(i) Where an employee is promoted to a higher wage group they should receive a weekly wage rate that is equal to or higher than their existing wage rate.

(ii) The date for future progression to higher step increments within the wage group will be based on the date of their promotion.

(e) Classification Review

(i) Where an employee reasonably considers the ongoing work requirements of the role they carry out have changed to the extent that a review of their classification is necessary, the employee is entitled to make a written request to the Business Manager that the employer conduct a review.

(ii) Where a written request has been received the Business Manager is required to complete the review and notify the employee of the outcome within 90 days of receipt of the request. Where genuine circumstances exist which may make this difficult the Business Manager is entitled to notify the employee of the delay and the date by which the review will be completed.

(iii) The employee making the request is entitled to nominate a person or organisation to represent them during the review process.

(iv) The factors which may be considered as part of the review include, and are limited to:

1. competency:
2. judgement, independence and problem solving
3. level of supervision
4. training level or qualifications
5. occupational equivalent; and
6. typical activities

(v) The parties to a classification review are required to act and consult in good faith. An employee may use the Avoidance of Industrial Grievances (Disputes) clause if he/she is unhappy with the outcome of any review.

(f) Absorption of Annual Wage Review Adjustments

Provided that the weekly wage rates detailed in clause 13(a) do not fall below those specified in the Educational Services (Schools) General Staff Award 2010 Annual Wage Review adjustments granted by the Fair Work Commission during the life of the Agreement will be absorbed in the salary levels applicable under this Agreement.
14. **SUPERANNUATION**

Where an employee covered by this agreement has not notified the employer of their nominated superannuation fund* the default fund to which the superannuation contributions shall be made on behalf of the employee shall be to the industry superannuation fund, TASPLAN.

* must be an approved fund.

15. **CASUAL EMPLOYEES**

(a) For the life of this Agreement this section overrides sub-clause 10.5 of the Educational Services (Schools) General Staff Award 2010.

(b) The minimum rates of wages that shall be paid to a casual employee employed under this Agreement shall be one thirty eighth of the weekly rate prescribed for the work plus 20% (Provided that the hourly rate calculated in accordance with this clause does not fall below the appropriate award hourly rate plus 25%, in which case the award hourly rate plus 25% shall apply.

Such additional amount is in lieu of annual leave, sick leave and public holidays.

(c) The minimum number of hours which a casual employee may be engaged shall be two per day.

16. **PART-TIME EMPLOYEES**

(a) For the life of this Agreement this section is to be read in conjunction with sub-clause 10.4 of the Educational Services (Schools) General Staff Award 2010.

(b) The minimum number of hours for which a part-time employee may be engaged shall be two per day.

Provided that the employer and an individual employee may agree to a lesser number of daily hours under the terms and conditions of an individual flexibility arrangement negotiated and documented in accordance with the provisions of clause 11 of this agreement.
17. **AVERAGING OF ANNUAL SALARY FOR PART-TIME EMPLOYEES.**

(a) For the life of this Agreement this section overrides sub-clause 11.2 of the Educational Services (Schools) General Staff Award 2010.

(b) A part time employee who is covered by this agreement and is engaged to work on a regular basis for less than 52 weeks per year, may elect to:

(i) Be paid for their weekly hours during the weeks they are engaged to work during the calendar year; or

(ii) Have their wages averaged over the calendar year in accordance with the following formula;

\[
\frac{(A+B) \times C}{12} = \text{Average monthly payment for the year.}
\]

Where:

A = projected hours the employee is rostered to work during the weeks they are engaged to work during the calendar year, including any paid public holidays falling due to the employee in accordance with their roster during the weeks they are engaged to work during the calendar year; and

B = five weeks annual leave; and

C = current hourly rate.

(c) Where an employee elects to have their wages calculated and paid in accordance with the provisions of sub-sub clause 17(b)(ii)

(i) the employee must provide the employer with written notification of their decision to have their wages averaged over the calendar year at least 14 days before the completion of the preceding calendar year; and

(ii) the decision of the employee is binding until the completion of the last pay period to commence in the calendar year during which they have elected to have their wages averaged, and

(iii) for a calendar year the averaging and payment method will commence from the first full pay period to commence in the year; and

(iv) employees shall be paid the average monthly payment for the 12 monthly pay periods of the calendar year; and

(v) any wage increases which become due to the employee during the course of the calendar year will take effect from the commencement of the first full pay period after the effective date of the increase; and

(vi) where an employee’s hours increase or decrease during the course of the calendar year the average monthly payment for the year shall be recalculated to take into consideration the increase or decrease; and

(vii) where the employee proceeds on any form of leave without pay during the course of the calendar year the cost of the leave without pay will be calculated in accordance with the following formula;
Total hours of LWOP x current hourly rate = Total cost of leave without pay

Where leave without pay is taken, the employee’s average monthly payment amount will be reduced by the amounts as necessary until such time as the total cost of leave without pay is recovered by the employer.

(d) Notwithstanding sub-clause (c) of this section, if an employee is appointed in accordance with sub-clause 17(b) during the course of the calendar year, and provided the employee and employer agree, the employee’s salary may be averaged for the remaining duration of the calendar year.

18. PAID MATERNITY LEAVE

(a) For the life of this Agreement this clause applies in addition to Chapter 2, part 2.2 The National Employment Standards, Division 5 of the Fair Work Act.

(b) A full time employee who has completed a period of not less than 12 months continuous service and who is eligible for parental leave as provided for in the NES shall be entitled to:

(i) 9 weeks maternity leave on full pay; and

(ii) additional leave without pay and/or long service leave/annual leave (subject to the employee’s accrued entitlement at the time) to bring the aggregate leave to a continuous period of not more than 52 weeks as provided in the NES (though there is the option of further extension by agreement under the NES).

(c) A part time employee who has completed a period of not less than 12 months continuous service and who is eligible for parental leave as provided for in the NES shall be entitled to:

(i) 9 weeks paid maternity leave based on the employee’s FTE immediately prior to commencing the leave period; and

(ii) additional leave without pay and/or long service leave/annual leave (subject to the employee’s accrued entitlement at the time) to bring the aggregate leave to a continuous period of not more than 52 weeks as provided in the NES (though there is the option of further extension by agreement under the NES).

(d) The employer may require an employee who resigns from her position following a period of paid and/or unpaid maternity leave without resuming her employment for a minimum period of 12 weeks, to forfeit her previously paid entitlement to paid maternity leave. Payments made in respect to any period of paid maternity leave shall be refunded in full or deducted in settlement of the final pay and entitlements.

(e) An employee shall be required to complete a period of at least 12 months continuous service following her return to work from maternity leave before being eligible for a further period of paid maternity leave in accordance with the clauses above.

(f) Where an employee is not entitled to the provisions of this clause they shall be entitled to the parental leave provisions of the NES provided that they satisfy the qualifying requirements set out in the NES.

(g) There is no entitlement to payment under the terms of this clause where:

(i) the employee is entitled to payment under a federally funded paid parental leave scheme; and
the gross value of the payments to which the employee is entitled under the federally funded paid parental leave scheme is equal to or greater than the gross value of the paid maternity leave payments to which an employee would otherwise be entitled under the terms of this clause.

19. REMUNERATION PACKAGING

Definitions

Benefits means the benefits selected by the employee from the benefits provided by the employer;

Benefit Value means the amount specified by the School as the cost to the employer of the Benefit provided including Fringe Benefits Tax, if any;


(a) Conditions of Employment

Except as provided by this clause, an employee must be employed at a wage based on a rate of pay, and otherwise on terms and conditions not less than those prescribed by this Agreement (and where applicable, the Modernised Award).

(b) Remuneration Packaging

The employer 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 School;

and

(ii) A wage equal to the difference between the Benefit Value and the wage which would have applied to the employee under Section 13 of this Agreement in the absence of an agreement between the employee and the employer under this sub clause 19(b).

(c) Benefits

The Benefits will be those made available by the employer.

(d) 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 sub clause 19(b) of this section.

(e) Calculation of Wage During Leave

During the currency of an agreement made under sub clause 19(b) of this section:

(i) an employee who takes leave on full pay will receive the Benefits and wage referred to in sub clause 19(b) of this section;

(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 will receive:
(iv) the benefits; and

(v) an amount of wages calculated by applying the formula:

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

Where

\( W = \) the wage determined under sub clause 19(b) of this section

\( P = \) the percentage of wage payable during the leave

\( B = \) the Benefit Value

\( A = \) the amount of wages

(f) 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 this Agreement, in the absence of an agreement under sub clause 19(b) of this section.

20. REDUNDANCY

(a) Sub-clause 12.1 of the Modernised Award refers to Redundancy Pay being provided for in the NES. Chapter 2, Part 2.2 The National Employment Standards, Division 11, Sub-division B (Redundancy Pay) of the Fair Work Act will apply to this Agreement, with the exception of the variations detailed in this section of the Agreement.

(i) Section 119, Sub-clauses (1)(a) & (b) (Redundancy pay) of the Fair Work Act apply to this Agreement with no variation.

(ii) Section 119, Clause (2) (Redundancy pay) of the Fair Work Act does not apply and is replaced in this Agreement by sub-clause 20(e) of this Agreement.

(iii) Section 120 (Variation of redundancy pay for other employment or incapacity to pay) of the NES applies to this Agreement with no variation.

(iv) Section 121 (Exclusions from obligation to pay redundancy pay) of the Fair Work Act applies to this Agreement with no variation.

(v) Section 122 (Transfer of employment situations that affect the obligation to pay redundancy pay) of the Fair Work Act applies to this Agreement with no variation.

(b) Where a full redundancy (eg the position no longer exists) is necessary, the employer may, by written notification to the employee ("notification of redundancy"), indicate that the position occupied by an employee has been declared redundant. Where a full redundancy becomes necessary, the employer shall give the employee the relevant period of notice determined by
reference to Chapter 2, Part 2.2 The National Employment Standards, Division 10, Sub-division A (Notice in termination or payment in lieu of notice), Section 117 of the Fair Work Act.

(c) Where a partial redundancy (eg a reduction in working hours) is necessary, the employer may, by written notification to the employee ("notification of redundancy"), indicate that in 4 weeks (28 days) time the hours of work associated with the position occupied by an employee will be reduced to a level determined by the employer. The employee may then:

(i) agree to the proposed reduction in their working hours, in which case a partial redundancy calculated in accordance with the redundancy provisions of this clause and based on the reduction in their work time will be paid by the employer to the employee; or

(ii) 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.

Where the employee has been advised of the necessity of a partial redundancy the employee must notify the employer of their decision to accept the proposed reduction in their working hours or to declare the whole position redundant within 2 weeks (14 days) of the notification.

(d) The following separation payments shall be made to full-time and part-time employees in addition to payment for accrued annual leave, long service leave and any other statutory entitlements. Notice of termination shall be given in accordance with Chapter 2, Part 2.2 The National Employment Standards, Division 10, Sub-division A (Notice in termination or payment in lieu of notice), Section 117 of the Fair Work Act.

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Separation Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year or less</td>
<td>Nil</td>
</tr>
<tr>
<td>More than one year but less than two years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>More than two years but less than three years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>More than three years but less than four years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>More than four years but less than five years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>More than five years but less than six years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>More than six years but less than seven years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>More than seven years but less than eight years</td>
<td>16 weeks</td>
</tr>
<tr>
<td>More than eight years but less than nine years</td>
<td>18 weeks</td>
</tr>
<tr>
<td>More than nine years but less than ten years</td>
<td>20 weeks</td>
</tr>
<tr>
<td>More than ten years but less than eleven years</td>
<td>22 weeks</td>
</tr>
<tr>
<td>11 years service and over</td>
<td>24 weeks</td>
</tr>
</tbody>
</table>

(c) The calculation of the compensatory redundancy payment shall take into consideration any period of part time employment by the employee during their current period of employment with the employer.

(d) The entitlements due to the employee (eg compensatory redundancy payment, annual leave, annual leave loading, long service payment, notice period, etc) shall be paid in a lump sum on the last day of employment.

(e) The employee shall be entitled to receive (at least) a certificate of service on their termination. Such certificate of service shall contain (at least) the commencing and finishing dates of service.
21. LONG SERVICE LEAVE

Long service leave is accrued by employees at the rate of thirteen weeks for ten years continuous service, i.e. 6.5 work days for each completed year of continuous employment for full time employees.

Entitlement to long service leave is established after ten years continuous employment.

The Principal has the right to require this long service leave to be taken when due.

Payment for long service leave is to be at the salary received at the time the employee takes the long service leave.

After ten years continuous service, where some service has been at full time and some at part time, an employee shall be entitled long service leave entitlement calculated in accordance with the following sample formula:-

<table>
<thead>
<tr>
<th>Duration &amp; Type of Service</th>
<th>Calculation</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 years full time service</td>
<td>8 x 6.5</td>
<td>= 52 days x ordinary pay daily rate @ time of leave</td>
</tr>
<tr>
<td>2 years part time service @ 0.5fte</td>
<td>½ x 2 x 6.5</td>
<td>= 6.5 days x ordinary pay daily rate @ time of leave</td>
</tr>
</tbody>
</table>

The calculation of a part time employee’s long service leave entitlement shall take into consideration the employee’s FTE during each year of continuous employment with the School.

Notwithstanding the above provisions, long service leave entitlements shall not be less than those prescribed under the Long Service Leave Act 1976, including:

(i) The nature of continuous employment:

(ii) Payment in lieu of long service leave on the death of an employee:

(iii) Payment in lieu of long service leave by agreement:

(iv) Computation of ordinary pay:

(v) How and when long service leave will be taken:

(vi) Entitlement to long service leave on termination of employment:

(vii) Settlement of disputes:

(viii) Appeals
22. **LEARNING AND DEVELOPMENT**

(a) The management of Fahan School is committed to fostering an environment in which employees may participate in relevant learning and development activities in order to improve knowledge and skills related to each employee's work and career development.

(b) The parties recognise that this may be best attained by the application of the following principles:

(i) Learning and development is an integral part of each employee's work and involves a commitment from both employer and employees.

(ii) Effective learning outcomes are best achieved through annual individual learning plans developed in consultation between the employee and the employer and agreed to by both parties. Both the individual employee and the employer are responsible for contributing to the identification of the employee's learning needs.

(iii) The employer is responsible for funding the learning and development activities detailed in the agreed learning plans and providing appropriate time release where those activities fall inside the employee's normal work time.

(iv) Each employee is responsible for pursuing the goals identified in their annual learning plan.

(v) Whole of staff learning and development activities are considered to be part of an employee's annual individual learning plan.

(c) Full funding of a course or time release may not be provided in certain circumstances, such as where a person undertakes a part-time university course. In these circumstances the scope of the support will be discussed and set out before the learning plan is agreed (Note: this should be done before the course applications are finalised).

23. **BUSINESS RELATED EXPENSES AND TRAVEL**

The employer will reimburse employees for authorised out of pocket and other business related expenses. Employees must comply with the employer's expense policy as may be applicable from time to time.

24. **ANNUAL LEAVE AND ANNUAL LEAVE LOADING**

(a) For the life of this Agreement this section is to be read in conjunction with clause 28 of the Educational Services (Schools) General Staff Award 2010, though the arrangement for annual leave loading set out in sub-clause 24(c) of this agreement shall apply instead of the arrangement set out in award sub-sub-clauses 28.3(a) and 28.3(b)(i), though 28.3(b)(ii) shall continue to apply.

(b) A period of 35 consecutive days leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave).

(c) During the life of this Agreement annual leave loading shall be paid in the last full pay period finishing before Christmas each year.
25. **SELF FUNDED LEAVE SCHEME**

(a) An employee who:

(i) has completed a minimum of 12 months of continuous service with the employer; and

(ii) is employed for the full calendar year (e.g. is not engaged to work during term time only, etc); and

(iii) is covered by this Agreement;

may apply to join the self-funded leave scheme offered by the employer. The scheme allows employees to set aside an amount of money from their pay to fund additional leave. This may be done one of two ways, either:

(iv) One calendar week (i.e. Monday to Sunday) of additional leave per calendar year, as an ongoing arrangement, subject to the continuing agreement of the employer and employee;

(v) Three calendar weeks of additional leave, which may be accessed as a “one off” once every 5 years, subject to the approval of the employer.

(b) An employee wishing to join the self-funded leave scheme must make written application to the Business Manager, including details of the employee’s nominated arrangement (either [a][iv] or [a][v] above). This letter must be lodged, and the application officially approved, by the end of February 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).

Once membership of the scheme is approved the employee must remain in the scheme for the remainder of that calendar year.

(c) It is at the employer’s discretion whether an employee may join the scheme.

(d) Self-funded leave must be taken in one unbroken period and completed (i.e. all self funded leave taken) before the end of the calendar year in which it is funded.

(e) The actual amount set aside from the employee’s pay for the calendar year shall be calculated and agreed as part of the application process, and shall be paid to the employee as a lump sum when they proceed on the period of self funded leave. For clarity, it is the annual deduction which is paid to the employee at the time of taking the leave, not the amount set aside at that time.

Provided that, the employer is entitled to recoup any monies owed by the employee if the employee’s employment with the employer ceases before the end of the calendar year in which the self funded leave arrangement applied. Such monies may be deducted from the employee’s final pay, or where there are insufficient funds payable in the final pay to cover the debt, the employee’s monthly pay.

(f) Application for any period of self-funded leave is subject to approval, as is the timing of any leave period. However, as it is a condition of the self funded leave scheme that the leave be taken within the calendar year in which it is funded it is, therefore, incumbent on both the employer and employee to identify suitable leave periods during the calendar year as part of the application and planning process.
If an employee fails to take part or all of their self-funded leave in any calendar year, the balance of the money set aside to fund their untaken leave pay will be paid to the employee in the December pay. In such circumstances, the self-funded leave balance will be reduced to zero by 31 December of that year.

(g) Self-funded leave is not annual leave, and accordingly, there is no leave loading payable in connection to any period of self-funded leave.

26. **CARER’S LEAVE RESERVE**

(a) Where an employee, other than a casual employee, covered by this agreement:

(i) has exhausted his or her entitlement to paid personal/carer’s leave; and

(ii) has reason to take carer’s leave in accordance with the provisions of Section 97, clause (b) of the Fair Work Act 2009;

they may, by application to the Business Manager, apply for further paid carer’s leave under the carer’s leave reserve scheme (applications may be made retrospectively).

(b) The entitlement to additional paid carer’s leave is limited to 3 days per annum (anniversary date to anniversary date). For part-time employees, the carer’s leave reserve entitlement shall be based on the employee’s FTE at the time of taking the leave.

(c) The carer’s leave reserve entitlement does not accrue from year to year.

27. **DOMESTIC VIOLENCE LEAVE**

(a) 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 employees who experience domestic violence.

(b) Domestic violence means physical, sexual, financial, verbal or emotional abuse by an immediate family member.

(c) Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

(d) All personal information concerning domestic violence will be kept confidential. No information will be kept on an employee’s personnel file without their express written permission.

(e) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

(f) An employee experiencing domestic violence will have access to 5 days per year of paid special leave for medical & counselling appointments, arranging safe housing, attending court hearings, accessing legal advice, organising child care or education matters, attending to financial matters, accessing police services and other activities related to domestic violence.

(g) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
(h) An employee who supports a person experiencing domestic violence may take carer’s leave to accompany them to court, to hospital, or to mind children.

(i) In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing domestic violence for:

(i) Changes to their span of hours or pattern of hours and/or work patterns,
(ii) Changes to phone numbers or email addresses,
(iii) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements. Such alternatives may be agreed on a temporary or permanent basis, on a case by case basis.

(j) An employee experiencing domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in domestic violence.

28. FIRST AID OFFICER’S ALLOWANCE

“First Aid Officer” means an employee covered by the scope of this agreement who holds current approved first aid qualifications, and has been appointed by the employer to carry out designated first aid duties.

(a) Where an employee has been appointed as a First Aid Officer they shall be allocated specified first aid duties which may include:

(i) Dispensing of medication in accordance with a child’s medication plan; and/or
(ii) Maintaining a first aid register of qualifications; and/or
(iii) Maintaining a first aid treatment register; and/or
(iv) Maintaining and ordering first aid supplies; and/or
(v) Any other relevant duty agreed to be the employer and employee

(b) An appointed First Aid Officer carrying out the duties detailed in sub-clause 28(a) above shall be entitled to a first aid allowance calculated in accordance with the provisions of sub-sub-clause 16.3(a) of the Educational Services (Schools) General Staff Award.

Provided that an employee who undertakes any the above duties as part of his or her substantive position of employment shall not be entitled to receive the allowance detailed herein.
29. **NEW EMPLOYEES**

As part of the recruitment process a prospective employee must be provided with;

(a) a letter of offer; and

(b) a document summarising the terms and conditions of employment.

These documents and information are to be provided to the prospective employee at the time the written offer of employment is made by the employer.

In addition a copy of this Agreement and the Educational Services (Schools) General Staff Award 2010 shall be kept in the main reception for the purpose of employee reference.

30. **PUBLIC HOLIDAYS**

In addition to the public holidays provided by the National Employment Standards and State Legislation employees covered by this Agreement will receive a further two paid public holidays being:

(a) the first Tuesday after Easter, and

(b) the Friday after Hobart Show Day.

31. **NO FURTHER CLAIMS**

It is a condition of this Agreement that the parties will not seek any further claims with respect to salaries or conditions during the life of this Agreement.

32. **NO PRECEDENT**

It is a condition of this Agreement that the parties will not seek to use the terms contained herein as a precedent for other enterprise agreements whether they involve the School or not.
33. SIGNATORIES TO THE AGREEMENT

Signed on (Date) for and on behalf of the Board of Fahan School, ACN 009 575 517

Tony Freeman
Principal
I, Tony Freeman of (Clarke House, Fisher Avenue, Sandy Bay, Tasmania), have been delegated authority to sign this Agreement on behalf of the Board of Fahan School.
Witness signature

Karen Di Benedetto
Date: 4/5/2015

Signed on (Date) for and on behalf of employees employed by the employer under the scope of the Educational Services (Schools) General Staff Award 2010, with the exception of those excluded from coverage by this agreement by sub-clause 3(b)(i) and 3(b)(ii) herein.

Karen Tonks
I, Karen Tonks of (30 Presnell Street, Granton, TAS, 7030), have been delegated authority to sign this Agreement on behalf of the non-teaching staff of Fahan School.
Witness signature

Karen Di Benedetto
Date: 4/5/2015

FAHAN SCHOOL GENERAL STAFF ENTERPRISE AGREEMENT 2015
Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

(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;
    (ii) overtime rates;
    (iii) penalty rates;
    (iv) allowances;
    (v) leave loading; and
(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
(c) the arrangement is genuinely agreed to by the employer and employee.

(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.

(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:
Schedule 2.2 Model flexibility term

(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.

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

(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.
Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

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

(4) If:

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

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

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
(b) for the purposes of the discussion—provide, in writing, to the relevant employees:
   (i) all relevant information about the change including the nature of the change proposed; and
   (ii) information about the expected effects of the change on the employees; and
   (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is likely to have a significant effect on employees if it results in:
   (a) the termination of the employment of employees; or
   (b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
   (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
   (d) the alteration of hours of work; or
   (e) the need to retrain employees; or
   (f) the need to relocate employees to another workplace; or
   (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):
   (a) the employer must notify the relevant employees of the proposed change; and
   (b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
(12) If:
   (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:
   (a) discuss with the relevant employees the introduction of the change; and
   (b) for the purposes of the discussion—provide to the relevant employees:
      (i) all relevant information about the change, including the nature of the change; and
      (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
      (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
   (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

   relevant employees means the employees who may be affected by a change referred to in subclause (1).