DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tarremah Steiner School Foundation Inc
(AG2019/119)

TARREMAH STEINER SCHOOL (GENERAL STAFF) ENTERPRISE AGREEMENT 2018

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 9 APRIL 2019

Application for approval of the Tarremah Steiner School (General Staff) Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the Tarremah Steiner School (General Staff) 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 Tarremah Steiner School Foundation Inc. 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.

[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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 April 2019. The nominal expiry date of the Agreement is 22 March 2022.

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE502831 PR706757>
TARREMAH STEINER SCHOOL (GENERAL STAFF)

ENTERPRISE AGREEMENT 2019
1. TITLE

This Agreement shall be known as the Tarremah Steiner School (General Staff) Enterprise Agreement 2018.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Scope
4. Parties bound
5. Supersession
6. Date and period of operation
7. Relationship to Modernised Award and NES
8. Relationship to Tarremah Steiner School (Teachers) Enterprise Agreement
9. Purpose of the Agreement
10. Dispute Resolution
11. Agreement Flexibility Term
12. Agreement Consultation Term
13. Agreement variations
14. Job security
15. Redundancy
16. Reduction in hours of work
17. Salaries and allowances
18. Hours of work
19. Breaks
20. Probationary period of employment
21. Reclassification
22. Renewal Leave Scheme
23. Parental leave
24. Holiday and other leave provisions
25. Long Service Leave
26. Special leave – without pay
27. Salary sacrifice
28. Tuition Fee Discount
29. Professional development
30. Consultation
31. Performance and Conduct Management
32. Absorption of Fair Work Commission Annual Wage Review
33. No further claims
34. Signatories
3. SCOPE

This Agreement shall apply to Tarremah Steiner School [The School] and their Employees for whom a classification appears in this Agreement. The classifications of Employees are:

(a) classroom support services—being an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students;

(b) curriculum/resources services—being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;

(c) instructional services—being an employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff;

(d) preschool/childcare services—being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);

(e) school administration services—being an employee whose principal duties are in the functional areas of a school’s business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management;

(f) school operational services—being an employee whose principal duties are to support the other services of a school, including but not limited to:

   (i) construction, plumbing, carpentry, painting and other trades;

   (ii) cleaning, maintenance, school facility management;

   (iii) security, caretaking;

   (iv) gardening, turf management, farming;

   (v) retailing—canteens, uniform shops, book shops;

   (vi) cooking/catering, housekeeping, laundry; and

   (vii) bus driving and vehicle maintenance.
(g) wellbeing services—being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists.

4. PARTIES BOUND
This Agreement shall be binding upon:

a) Tarremah Steiner School Foundation Inc (TSSF),
   Nautilus Grove, Huntingfield, Tasmania, 7055 (the employer)

b) General staff employed by the employer under the scope of the Educational Services (Schools) General Staff Award 2010 (the employees)

5. 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.

6. DATE AND PERIOD OF OPERATION
6.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission (FWC).

6.2 The nominal expiry date of this agreement will be 22 March 2022.

7. RELATIONSHIP TO MODERNISED AWARD AND NES
For the purpose of this clause the Modernised Award means the Educational Services (Schools) General Staff Award 2010 [The Award].

In addition, the National Employment Standards (NES) came into effect from 1 January 2010. The NES prescribe the minimum employment conditions for all employees employed in the Federal jurisdiction [as is the case for employees covered by this Agreement and the Educational Services (Schools) General Staff Award 2010].

It is important to note:

a) Tarremah Steiner School (Employer) undertakes that the Educational Services (Schools) General Staff Award 2010 as amended from time to time, shall be incorporated into the Tarremah Steiner School (General Staff) Enterprise Agreement 2018.
b) To the extent of any inconsistency between the Award and this Agreement, the more favourable term will prevail.


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

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

e) 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 at the commencement of the relevant clause. Where there is an unintentional diminution of a relevant provision of the NES by a provision of this Agreement the NES provision shall apply to the extent of the diminution.

8. RELATIONSHIP TO TARREMAH STEINER SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2016

For the life of this Agreement, any condition or entitlement provided to Employees covered by the Tarremah Steiner School (Teachers) Enterprise Agreement 2016, or its successor agreement, that is more beneficial or favourable in any respect that an entitlement or condition provided for in this Agreement, an Employee covered by this Agreement is entitled under this Agreement to the superior entitlement under the Tarremah Steiner School (Teachers) Enterprise Agreement 2016, or its successor, instead of the Employee’s relevant entitlement under this Agreement. For the avoidance of doubt, the Employer under this Agreement must provide an Employee under this Agreement any superior entitlement provided for by the Tarremah Steiner School (Teachers) Enterprise Agreement 2016, or its successor agreement.

9. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is:

a) To maintain and improve the efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will improve the performance of the School and Steiner Education and offer secure, worthwhile and fulfilling employment for staff.

b) To maintain a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School.

c) To continue to develop an environment of continuous improvement conducive to a flexible work organisation able to respond to the changing demands in education.
d) To continue developing management systems and work practices capable of assuring all stakeholders of the quality of the School’s services.

e) To maintain the School as a provider of services to the community through the encouragement of optimum resource usage, whilst remaining aware of pressures on staff and operating costs which are recognised by both parties.

f) To maximise the learning potential for students through quality teaching in Steiner Education.

g) To provide a safer and better working environment.

h) To ensure the continuation of a transparent, stable industrial relations framework in the School.

10. DISPUTE RESOLUTION

(1) If a dispute relates to:
   (a) a matter arising under this Agreement; or
   (b) the National Employment Standards;
this term sets out procedures to settle the dispute.

(2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

(5) The Fair Work Commission may deal with the dispute in 2 stages:
   (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
   (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
      (i) arbitrate the dispute; and
      (ii) make a determination that is binding on the parties.

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

   A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

(6) While the parties are trying to resolve the dispute using the procedures in this term:
   (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
   (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
(i) the work is not safe; or
(ii) applicable occupational health and safety legislation would not permit the work to be performed; or
(iii) the work is not appropriate for the employee to perform; or
(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

11. AGREEMENT 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:
       (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.

12. AGREEMENT 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).

13. AGREEMENT VARIATIONS

Any proposal to vary this Agreement, other than in accordance with the process set out in clause 17.1, shall occur in accordance with the requirements of the Fair Work Act.
14. JOB SECURITY
The parties to the Agreement are committed to job security for employees provided that enrolments remain stable or increase.

15. REDUNDANCY
15.1 Potential Redundancy Situation
A potential redundancy situation exists where any Employee could be disadvantaged in his or her current employment contract as a result of changes in funding, curriculum, enrolment, arrangement of work, or policy/administration changes.

15.2 Procedures
Step 1 - The Redundancy Identification and Investigating Ways of Avoiding Redundancy
(a) As soon as a potential redundancy situation is identified, the Employer shall communicate this fact in writing to each member of staff in the classification(s) of Employees affected, with an outline of the reasons for the potential redundancy(ies). A copy must be placed on the staff notice board.
(b) A copy of this notification shall be forwarded at the same time to the Union.
(c) A copy of these procedures must then be given to each staff member.
(d) The Employer must start to investigate alternatives including:
   • What efforts can be made to re-deploy existing staff within the school;
   • Applications by staff indicating that they are willing to make a voluntary offer to be declared redundant.
(e) While the Employer must offer voluntary redundancy(ies) at this step, the Employer is not obliged to accept any particular expression of interest in a voluntary redundancy.

Step 2 – The Redundancy Document
The Employer will send either:
(a) A notification that the situation has been resolved by the taking of a voluntary redundancy(ies); or
(b) A redundancy document to all the parties mentioned above. The redundancy document must include the following information:
   • The Reasons for the potential redundancy(ies) including any relevant information such as funding, staffing, curriculum change and enrolments (past, present and projected);
   • Alternatives Investigated in Step 1; and
   • The steps the Employer proposes to implement the redundancy(ies)
Step 3 - The Redundancy Meeting

(a) A meeting will be held between the IEU and the Employer to consider the Employer's redundancy proposal. The parties will seek to agree on the criteria to be applied and the content of the redundancy document.

(b) The Employer shall indicate to the persons at the meeting the name/s of the person/s to be declared redundant. The person/s so named shall be informed within a week of the meeting by the Employer.

(c) In deciding who is to be declared redundant, the parties must consider
   • the needs of the school;
   • the work currently being performed which will no longer need to be performed; and
   • those staff who could not be replaced by any member of the existing staff, having regard to the programs planned for the period after the redundancy.

(d) The Employer will identify the factors (from those below) which have been considered in determining the staff member(s) to be declared redundant and inform the meeting of any priority that has been applied to these factors:
   • Current Contract of Employment
   • Current Duties
   • Curriculum Programs
   • Experience
   • Qualifications

(e) Factors which cannot be used include whether the person is a Union Representative or member, the person's sex, marital status, age, pregnancy, lifestyle or religion.

Step 4 - Notifying the Redundancy Result

(a) Within two weeks of the meeting(s) in Step 3, the Employer must notify the IEU in writing of the details of the Employer's action following Step 3.

(b) The Employer must provide a letter to each person proposed to be made redundant which must afford the Employee an opportunity to provide any reasons why they believe that his/her employment should not be terminated.

(c) Should an Employee provide a reason why his/her employment should not be terminated as a consequence of redundancy, which is acceptable to the Employer, then the process should revert to Step 3.
Step 5 - Assistance in Re-Employment
The Employer must offer time release to the staff member/s declared redundant to attend interviews.

15.3 Severance Pay
The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period calculated using the following table at the employee's base rate of pay for his or her ordinary hours of work:

<table>
<thead>
<tr>
<th>Employee's period of continuous service with the employer on termination</th>
<th>Redundancy pay period</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>At least 4 years but less than 5 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>At least 5 years but less than 6 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>At least 6 years but less than 7 years</td>
<td>11 weeks</td>
</tr>
<tr>
<td>At least 7 years but less than 8 years</td>
<td>13 weeks</td>
</tr>
<tr>
<td>At least 8 years but less than 9 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>At least 9 years but less than 10 years</td>
<td>16 weeks</td>
</tr>
<tr>
<td>At least 10 years</td>
<td>18 weeks</td>
</tr>
</tbody>
</table>

16. REDUCTION IN HOURS OF WORK
When an Employee has a reduction in his or her hours of work at the request of the Employer, transitional maintenance of the higher salary will be applied as follows:

(a) If less than 10% of the Employee's core FTE – 4 weeks
(b) If 11% - 20% of the Employee's core FTE – 8 weeks
(c) If 21% - 30% of the Employee's core FTE – 12 weeks
(d) If 31% - 40% of the Employee's core FTE – 16 weeks
(e) If more than 40% of the Employee's core FTE – 20 weeks

Provided that if the reduction is more than 25% of the Employee’s core FTE, the Employee may elect to:

• Accept the transitional maintenance of salary: OR
• Be declared redundant (The procedures set out in Clause 15 apply).
17. SALARIES & ALLOWANCES

17.1 Salaries

(a) For the life of this Agreement this sub-clause overrides sub-clause 15.1 of the Educational Services (Schools) General Staff Award 2010.

(b) The salaries detailed and/or determined by this sub-clause shall be paid General Staff employed by the employer.

<table>
<thead>
<tr>
<th>Level</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
<th>Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 (1st Year)</td>
<td>22.29</td>
<td>847.02</td>
<td>44,197.50</td>
</tr>
<tr>
<td>1.2 (2nd Year)</td>
<td>23.15</td>
<td>879.70</td>
<td>45,902.75</td>
</tr>
<tr>
<td>1.3 (3rd Year)</td>
<td>24.00</td>
<td>912.00</td>
<td>47,588.16</td>
</tr>
<tr>
<td>2.1 (1st Year)</td>
<td>24.04</td>
<td>913.52</td>
<td>47,667.47</td>
</tr>
<tr>
<td>2.2 (2nd Year)</td>
<td>24.78</td>
<td>941.64</td>
<td>49,134.78</td>
</tr>
<tr>
<td>3.1 (1st Year)</td>
<td>24.80</td>
<td>942.40</td>
<td>49,174.43</td>
</tr>
<tr>
<td>3.2 (2nd Year)</td>
<td>24.91</td>
<td>946.58</td>
<td>49,392.54</td>
</tr>
<tr>
<td>4.1 (1st Year)</td>
<td>28.57</td>
<td>1,085.66</td>
<td>56,649.74</td>
</tr>
<tr>
<td>4.2 (2nd Year)</td>
<td>29.99</td>
<td>1,139.62</td>
<td>59,465.37</td>
</tr>
<tr>
<td>5.1 (1st Year)</td>
<td>30.96</td>
<td>1,176.48</td>
<td>61,388.73</td>
</tr>
<tr>
<td>5.2 (2nd Year)</td>
<td>32.45</td>
<td>1,233.10</td>
<td>64,343.16</td>
</tr>
<tr>
<td>6.1 (1st Year)</td>
<td>32.85</td>
<td>1,248.30</td>
<td>65,136.29</td>
</tr>
<tr>
<td>6.2 (2nd Year)</td>
<td>35.09</td>
<td>1,333.42</td>
<td>69,577.86</td>
</tr>
<tr>
<td>7.1 (1st Year)</td>
<td>35.11</td>
<td>1,334.18</td>
<td>69,617.51</td>
</tr>
<tr>
<td>7.2 (2nd Year)</td>
<td>35.86</td>
<td>1,362.68</td>
<td>71,104.64</td>
</tr>
<tr>
<td>7.3 (3rd Year)</td>
<td>36.96</td>
<td>1,404.48</td>
<td>73,285.77</td>
</tr>
<tr>
<td>Level</td>
<td>Hourly Rate</td>
<td>Weekly Rate</td>
<td>Annual Salary</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td>1.1 (1st Year)</td>
<td>23.18</td>
<td>880.84</td>
<td>45,962.23</td>
</tr>
<tr>
<td>1.2 (2nd Year)</td>
<td>24.07</td>
<td>914.66</td>
<td>47,726.96</td>
</tr>
<tr>
<td>1.3 (3rd Year)</td>
<td>24.95</td>
<td>948.10</td>
<td>49,471.86</td>
</tr>
<tr>
<td>2.1 (1st Year)</td>
<td>25.00</td>
<td>950.00</td>
<td>49,571.00</td>
</tr>
<tr>
<td>2.2 (2nd Year)</td>
<td>25.77</td>
<td>979.26</td>
<td>51,097.79</td>
</tr>
<tr>
<td>3.1 (1st Year)</td>
<td>25.95</td>
<td>986.10</td>
<td>51,454.70</td>
</tr>
<tr>
<td>3.2 (2nd Year)</td>
<td>26.40</td>
<td>1,003.20</td>
<td>52,346.98</td>
</tr>
<tr>
<td>4.1 (1st Year)</td>
<td>29.43</td>
<td>1,118.34</td>
<td>58,354.98</td>
</tr>
<tr>
<td>4.2 (2nd Year)</td>
<td>30.89</td>
<td>1,173.82</td>
<td>61,249.93</td>
</tr>
<tr>
<td>5.1 (1st Year)</td>
<td>31.89</td>
<td>1,211.82</td>
<td>63,232.77</td>
</tr>
<tr>
<td>5.2 (2nd Year)</td>
<td>33.42</td>
<td>1,269.96</td>
<td>66,266.51</td>
</tr>
<tr>
<td>6.1 (1st Year)</td>
<td>33.84</td>
<td>1,285.92</td>
<td>67,099.31</td>
</tr>
<tr>
<td>6.2 (2nd Year)</td>
<td>36.14</td>
<td>1,373.32</td>
<td>71,659.84</td>
</tr>
<tr>
<td>7.1 (1st Year)</td>
<td>36.16</td>
<td>1,374.08</td>
<td>71,699.49</td>
</tr>
<tr>
<td>7.2 (2nd Year)</td>
<td>36.93</td>
<td>1,403.34</td>
<td>73,226.28</td>
</tr>
<tr>
<td>7.3 (3rd Year)</td>
<td>38.07</td>
<td>1,446.66</td>
<td>75,486.72</td>
</tr>
<tr>
<td>Level</td>
<td>Hourly Rate</td>
<td>Weekly Rate</td>
<td>Annual Salary</td>
</tr>
<tr>
<td>------------</td>
<td>-------------</td>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td>1.1 (1st Year)</td>
<td>24.11</td>
<td>916.18</td>
<td>47,806.27</td>
</tr>
<tr>
<td>1.2 (2nd Year)</td>
<td>25.04</td>
<td>951.52</td>
<td>49,650.31</td>
</tr>
<tr>
<td>1.3 (3rd Year)</td>
<td>25.95</td>
<td>986.10</td>
<td>51,454.70</td>
</tr>
<tr>
<td>2.1 (1st Year)</td>
<td>26.00</td>
<td>988.00</td>
<td>51,553.84</td>
</tr>
<tr>
<td>2.2 (2nd Year)</td>
<td>26.81</td>
<td>1,018.78</td>
<td>53,159.94</td>
</tr>
<tr>
<td>3.1 (1st Year)</td>
<td>27.24</td>
<td>1,035.12</td>
<td>54,012.56</td>
</tr>
<tr>
<td>3.2 (2nd Year)</td>
<td>27.72</td>
<td>1,053.36</td>
<td>54,964.32</td>
</tr>
<tr>
<td>4.1 (1st Year)</td>
<td>30.31</td>
<td>1,151.78</td>
<td>60,099.88</td>
</tr>
<tr>
<td>4.2 (2nd Year)</td>
<td>31.82</td>
<td>1,209.16</td>
<td>63,093.97</td>
</tr>
<tr>
<td>5.1 (1st Year)</td>
<td>32.85</td>
<td>1,248.30</td>
<td>65,136.29</td>
</tr>
<tr>
<td>5.2 (2nd Year)</td>
<td>34.42</td>
<td>1,307.96</td>
<td>68,249.35</td>
</tr>
<tr>
<td>6.1 (1st Year)</td>
<td>34.85</td>
<td>1,324.30</td>
<td>69,101.97</td>
</tr>
<tr>
<td>6.2 (2nd Year)</td>
<td>37.23</td>
<td>1,414.74</td>
<td>73,821.13</td>
</tr>
<tr>
<td>7.1 (1st Year)</td>
<td>37.25</td>
<td>1,415.50</td>
<td>73,860.79</td>
</tr>
<tr>
<td>7.2 (2nd Year)</td>
<td>38.04</td>
<td>1,445.52</td>
<td>75,427.23</td>
</tr>
<tr>
<td>7.3 (3rd Year)</td>
<td>39.21</td>
<td>1,489.98</td>
<td>77,474.16</td>
</tr>
</tbody>
</table>

17.2 Unforeseen Hardship
(a) It is recognised by the parties to this Agreement that the agreed salary increases place a significant and long term, financial commitment on the employer. It is further recognised that there may be unforeseen events or circumstances beyond the control of the employer (e.g. sharp or steady decline in enrolments, change in funding, etc) which may, at some stage during the life of this Agreement, seriously impact on the employer’s ability to pass on the salary increases outlined in this Agreement.

(b) It is agreed by the parties that should the employer become aware of events or circumstances which seriously impact on their ability to pay a salary increase or increases they shall immediately contact the parties to this Agreement and The Independent Education Union of Australia, (IEUA) to arrange urgent discussions on the matter. In such circumstances IEUA is entitled to a full and frank assessment of the situation from the employer, including:

1) Events or circumstances threatening the salary increase or increases.
2) Full details of any relevant financial data, including any information relevant to the employer’s capacity to pay.
3) Details of the proposed actions of the employer to address the situation.
(c) The parties are obliged to attempt to resolve the matter in good conscience, and to seek an outcome which is both timely and does not place an excessive burden on either the employees or the employer (including minimising the impact on the operational needs of the school and students).

(d) Where agreement can be reached the outcome is binding on both parties, and shall not constitute a breach of the agreement.

(e) Where the matter cannot be resolved within a period of two weeks or such other period as agreed, the parties are to seek the assistance of the Fair Work Commission. The parties may agree on the process to be utilised by the Fair Work Commission, including mediation, conciliation and consent arbitration.

17.3 Allowances

First Aid Allowance
An allowance of 1.65% of the Level 3.1 rate shall be paid to a non-teaching Employee holding a current St John Ambulance or Red Cross First Aid certificate and who is appointed by the Employer as a First Aid Officer for the school.

Personal Care Allowance
Where staff are often required to undertake toileting, showering, feeding or other personal care duties with high needs students, a Personal Care Allowance will be payable. The amount of the allowance is $10.00 per week.

Call Out
1 An Employee in a school who is required to return to the school outside normal school hours and for the specific purpose of attending an alarm or emergency, as approved or requested by the School Chair or the Business Manager, shall be paid:
   • a minimum of 2 hours for the call out
   • a 25% penalty rate

2 If the Employee is not required for the entire minimum 2 hours duration in the call out and is then subsequently called out during that 2 hour period then the minimum 2 hour period will not recommence
Overnight Allowance
Where an employee other than a teacher is required to attend overnight excursions/camps, the employee will be entitled to an increase of 7% of their normal hourly rate and will be paid for 12 hours at the increased rate for every 24 hour period.

18. HOURS OF WORK
Hours of work of staff covered by this Agreement are those defined by Clause 22 of Educational Services (Schools) General Staff Award 2010 or its successor.

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

19.2 Rest break
(a) At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

(b) Notwithstanding 19.2(a), an employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

20. PROBATIONARY PERIOD OF EMPLOYMENT
20.1 General Staff in their first year of employment with the School, other than those engaged as relief, will be required to successfully complete a period of probationary employment before being appointed to the permanent staff of the School. Successful completion is determined by the probation appraisal process set out in the Tarremah Pathways Review and Development Program.

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

(a) In the process of appointment the employee will be provided with a statement of the School's philosophy and ethical and professional standards.
(b) The probationary period will be of 6 months duration and will commence from the employee's first day of employment.

(c) The employee will participate in the mentoring and Induction programmes as outlined in the Tarremah Pathways Review and Development Program.

20.3 Before the completion of their probationary period the employee shall participate in a "probationary performance appraisal" with their mentor and School Chair or Education Administrator.

On completion of this appraisal the School shall either:

(a) appoint the employee concerned to permanent staff of the School; or

(b) terminate the employment of the employee.

21. RECLASSIFICATION
21.1 A School Support Employee may seek reclassification if he or she believes that:
- his/her duties have significantly changed; and/or
- the classification level is inappropriate for the duties, skills, qualifications and/or responsibilities associated with the position.

21.2 In the event of a successful application for reclassification to a higher level, the new rate will be paid from the date the application was made.

21.3 Following the outcome of an application under this clause, an Employee may make a further application upon the expiry of 12 months from the date of the previous application.

22. RENEWAL LEAVE SCHEME (RLS)
(i) Definitions

**Commencement date** means the date on which an RLS agreement (as defined) commences. In normal circumstances this shall be 1 January following approval of an employee's application to participate in the RLS (as defined).

**Completion date** means the date on which an employee's participation in the RLS agreement (as defined) concludes. In normal circumstances this shall be the date five years from the commencement date (as defined).
Leave accrual period means the period in which a participant in the RLS (as defined) shall work before being eligible to take the renewal leave period (as defined).

Leave period means the period of leave a participant (as defined) in the RLS (as defined) is entitled to take upon completion of the leave accrual period (as defined).

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

Normal salary rate means the salary a participant (as defined) would normally receive pursuant to sections 14 and 15 of this Agreement, and any other conditions of employment that may apply, if they were not participating in the RLS (as defined).

Participant means an employee who has entered into an RLS agreement with the employer and has commenced participation in the RLS (as defined).

Participant salary rate means the rate at which a participant shall be paid during their participation in the renewal leave scheme. In most circumstances this shall be 80% of their normal salary (as defined).

RLS means the Renewal Leave Scheme.

RLS agreement means the Renewal Leave Scheme agreement, signed by both the School Executive and employee, which sets out the commencement date (as defined), the completion date (as defined), the accrual period (as defined), the leave period (as defined), and duration of the employee’s participation in RLS (as defined). In normal circumstances an agreement shall be five (5) calendar years in duration.

(ii) 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.
(iii) Application to participate

(a) A permanent employee with a minimum of 4 years continuous service may apply to participate in the RLS.

(b) Application is to be made using the School’s Leave application form.

(c) Approval of an employee’s application to participate in the RLS is granted at the discretion of the School Executive and is subject to:

1. consideration of the operational requirements of the School; and

2. satisfaction that the person has obtained independent financial advice in respect of their participation in the RLS; and

3. consideration of any other matters that may be relevant.

(d) Where an employee’s application to participate in the RLS is successful they shall be notified in writing and their participation on the scheme shall commence from the following 1 January.

(e) Where an employee’s application to participate in the RLS is unsuccessful they shall be notified in writing of the decision.

(f) If an employee has taken their renewal leave and completed the RLS agreement, or has withdrawn from the RLS in accordance with either sub-clause (v)(c) 3 or sub-clause (xiv) of this clause, and again wishes to participate in the RLS, a fresh application must be made.

(iv) Participation

A participant in the RLS shall:

(a) work for the first four calendar years of the RLS agreement in order to complete the necessary leave accrual period.

(b) upon completion of the leave accrual period, take the following calendar year as the RLS agreement leave period; and
(c) be paid at the participant salary rate (i.e. 80% of normal salary) for the duration of leave accrual period (a) and leave period (b) above.

(d) Unless otherwise agreed in writing payment shall be in accordance with the normal payment of wages procedures.

(v) Suspension

(a) Where a participant’s RLS agreement proceeds on any one (or combination) of the following forms of leave during the leave accrual period:

(1) Worker’s compensation leave.
(2) Any form of leave without pay, including parental leave without pay.
(3) Long service leave taken at the participant’s normal salary rate on accordance with sub-clause (vii)(a)(2) of this clause.
(4) Any form of leave that does not qualify as continuous service, the RLS agreement shall be suspended for the duration of the leave period. Where the employee is entitled to payment for the leave the payment shall be made in accordance with the employee’s normal salary entitlements.

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

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

(1) That the existing RLS agreement be revised and a new agreement issued detailing:
   i) The duration of suspension of the existing agreement (to the nearest week).
   ii) The participant’s decision to alter the dates of the leave accrual period so that a 4 year accrual period is completed as part of the RLS agreement. The revised dates of the leave accrual period shall be included in the new RLS agreement.
iii) The revised dates of the leave period which shall be now taken in the first full calendar year following the completion of the leave accrual period detailed in the new RLS agreement.

iv) Where, under the terms of the new RLS agreement, there is a period between the completion of the leave accrual and the commencement of the leave period the employee shall, subject to all other relevant requirements of the Agreement and Educational Services (Teachers) Award 2010 and the NES being satisfied, be paid at the normal salary rate for that period.

The participant may nominate that the leave period dated detailed in the existing RLS agreement remain unchanged, in which case payment for the leave period shall be adjusted to reflect the reduced leave accrual period (i.e. original leave accrual period less period of suspension from the RLS agreement).

(2) The participant may terminate the RLS agreement, in which case:

i) The RLS agreement shall be terminated with effect from the date of commencement of the suspension period.

ii) The employee shall resume their normal employment arrangement from the day they resume normal duties.

iii) Subject to all other relevant requirements of the Agreement, the Educational Services (Teachers) Award 2010 and the NES being satisfied the employee shall be paid their normal salary rate from the day they resume normal duties.

iv) Where an RLS agreement has been terminated in accordance with the provisions of sub-clause (v)(c)(2) the employee shall be paid an amount equal to the salary and allowances previously set aside as payment toward the leave period.

(vi) Leave Period Payment Variations

(a) Where variations to a participant’s terms and conditions of employment take effect during the leave accrual period of an RSL agreement those variations may be taken into consideration when calculating the participant’s leave period payment.

(b) Details of how general variations shall be calculated are available from the pay section of the office.
(vii) Long Service Leave

(a) If a participant applies for and is granted permission to take long service leave during their leave accrual period, they shall choose one of the following payment methods:

(1) Long service leave period to be paid at the participant salary rate applicable at the time of the leave; or

(2) Long service leave period to be paid at the normal salary rate applicable at the time of the leave;

PROVIDED that the period of long service leave deducted from the participant’s long service leave balance will be the same irrespective of the method of payment chosen in accordance with sub-clause (a) of this clause.

(b) If a participant chooses to be paid in accordance with sub-clause (a)(2) of this section, the leave accrual period will be suspended in accordance with the requirements of sub-clause (v) Suspension, of this clause.

(viii) Salary Increments

The salary increments detailed in clause 17.1 of this Agreement shall apply to a RLS participant.

(ix) Superannuation

(a) Employee superannuation contributions are to be made for the duration of the RLS agreement, based on participant salary rate at the time of contribution.

(b) It is the responsibility of the employee to obtain any personal superannuation advice, retirement benefits advice or other such advice prior to, or during, their participation in the RLS.

(x) Deductions

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

(xi) Treatment of Accrued Benefits and/or Leave Period Contributions on Termination.

Where a participant ceases to be employed by the employer during the course of an RLS agreement an amount equal to;

(a) the accrued leave and other entitlements owing to the participant at the date of termination; plus

(b) the salary and allowances set aside during the leave accrual period as payment toward the leave period; less

(c) any monies relating to (b) already paid to the participant during the leave period;

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

(xii) Leave Period Treated as LWOP for Leave Accrual and Progression Purposes

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

(xiii) Leave Accrual Period Treated as Normal Employment for Leave Accrual and Progression Purposes

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

(xiv) Withdrawal from RLS Agreement by Mutual Consent

With the exception of circumstances where sub-clause (v)(c)(3) applies, withdrawal from RLS agreement must be by mutual written agreement between the parties.
23. PARENTAL LEAVE
For the life of this Agreement this clause applies in addition to Division 4 of the NES.

23.1 Paid parental leave for primary care giver
(i) Provided that, at the time of commencing the parental leave period, a permanent employee covered by this Agreement who is eligible for parental leave in accordance with the terms of the NES has a minimum of one (1) year’s continuous service since the commencement of his or her employment shall be entitled to twelve (12) weeks salary for leave commenced, calculated in accordance with the employee’s FTE and salary immediately prior to the parental leave period and which is payable in the first pay period after the commencement of the leave period. The period over which the payment is made is negotiable with the Business Manager.

In addition, the eligible employee may access additional annual and long service leave and/or leave without pay to bring the aggregate leave to a continuous period not exceeding 156 weeks.

(ii) Where an employee decides not to return to work following a period of parental leave, the employee is required to provide the School with written notice, at least 4 weeks prior to his or her scheduled date of return to work.

23.2 Paid parental leave for secondary care giver
(i) A permanent full time employee covered by this Agreement who has completed a minimum of one (1) year’s continuous service since the commencement of his or her employment and is the spouse or de facto partner of the person expecting a child shall be entitled to ten (10) days paid parental leave, calculated in accordance with the employee’s FTE and salary immediately prior to the parental leave period and which is payable in the first pay period after the commencement of the leave period, to be taken at the employee’s discretion at/ or around the birth of a child; being a child who is born to the employee’s spouse or de facto partner.

23.3 Paid parental (adoption) leave
(i) Provided that, at the time of commencing the parental leave period, a permanent employee covered by this Agreement who is the primary care giver for the adopted child for the duration of the parental leave period has a minimum of one (1) years continuous service since the commencement of their employment shall be entitled to twelve (12) weeks salary for leave commenced, calculated in accordance with the employee’s FTE and salary step immediately prior to the parental leave period and which is payable in the first pay period after the
commencement of the leave period. The period over which the payment is made is negotiable with the Business Manager.

In addition, the eligible employee may access additional annual and long service leave and/or leave without pay to bring the aggregate leave to a continuous period not exceeding 156 weeks providing that the employee will be the primary care giver for the adopted child for the duration of the parental leave period.

(ii) Where an employee decides not to return to work following a period of parental leave, the employee is required to provide the school with written notice, at least 4 weeks prior to his or her scheduled date of return to work.

(iii) A permanent full-time employee covered by this Agreement who has completed a minimum of one (1) year’s continuous with the employer and will be the secondary care giver for the adopted child, shall be entitled to ten (10) days paid parental (adoption) leave, calculated in accordance with the employee's FTE and salary immediately prior to the parental leave period and which is payable in the first pay period after the commencement of the leave period, to be taken at the time of the placement of a child with the employee for adoption.

Provided that, in the case of sub-clause 22.3 (i) and sub-clause 22.3 (iii), the child placed for adoption must satisfy the criteria set out in Section 15 of the NES in order for the employee to qualify for the period of paid leave.

23.4 Return to Work
(i) An employee who is eligible for parental leave in accordance with the NES may return to work part time after a period of parental leave. An employee returning to work from parental leave may work part time until the child reaches school age.

(ii) An employee who is returning to work from a period of parental leave may make a request to the employer to work part time if the employee has a child under school age.

(ii) The request to work part time must:
   (a) be in writing
   (b) be made as soon as practicable, not less than 4 weeks prior to the employee's intended return to work date
   (c) set out details of the nature of part time work sought
   (d) specify the start and end dates of the period of part time work sought

(iii) The employer must give the employee a written response to the request for part time work within 21 days of the request.
24. HOLIDAY AND OTHER LEAVE PROVISIONS

This clause provides enterprise specific detail and supplements the NES as it deals with:

- annual leave; and
- personal leave

24.1 Part time and full time employees who work a full year covered by this Agreement are entitled to 4 weeks annual leave, pro-rata.

24.2 Provided that the provisions of sub-clause 23(i) are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each calendar year during the life of this Agreement.

24.3 Employees are required to take their annual leave during non-term weeks.

24.4 A new employee will accrue 10 working days personal leave on commencement of employment.

Communicable Diseases Leave

An employee who is suffering from one of the communicable diseases below may be granted paid special leave without reduction of his or her personal leave entitlements provided the employer is satisfied on medical advice that the employee has contracted the disease through a contact at the School and the disease is evident in the School or there is a risk that the employee may spread the disease in the School.

For the purposes of this clause, a communicable disease or illness shall mean a disease classified by the National Health and Medical Research Council and/or the Tasmanian Department of Health and Human Services as communicable and requiring exclusion and includes:

- Amoebiasis (Entamoeba histolytica)
- Campylobacter
- Chickenpox (Varicella)
- Conjunctivitis
- Cryptosporidium infection
- Diarrhoea
- Diphtheria
- German measles (Rubella)
- Giardiasis
- Hand, foot and mouth disease
- Haemophilus influenza type b (Hib)
- Meningitis (viral)
- Meningococcal infection
- Mumps
- Norovirus
- Pertussis (Whooping Cough)
- Ringworm
- Rotavirus infection
- Rubella (German measles)
- Salmonella infection
- Scabies
- Scarlet fever (Streptococcal sore throat)
Hepatitis A  
Impetigo (school sores)  
Influenza and influenza like illnesses  
Measles  
Meningitis (bacterial)  
Shigella infection  
Tuberculosis (TB)  
Typhoid, Paratyphoid  
Viral gastroenteritis (viral diarrhoea)

Compassionate Leave
An Employee (other than a Relief Employee), is entitled to:
(a) two days' paid compassionate leave on each occasion on which a member of the Employee's immediate family or household within Tasmania contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life (or four days outside Tasmania); or
(b) up to five days' paid compassionate leave on each occasion on which a member of the Employee's immediate family or household dies within Tasmania (or seven days outside Tasmania).
An Employee may take unpaid compassionate leave by agreement with the Employer.

Domestic Violence Leave
(i) An employee experiencing domestic violence may have access to 5 days per year (noncumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. 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.
(ii) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital or to mind children.
(iii) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, an employer may consider any reasonable request from an employee for:
• Changes to his/her hours or pattern of hours
• Job redesign or changes to duties
• Change to contact details to avoid harassing contact
• Any other measures considered appropriate for family friendly and flexible work arrangements
In the event that a clause that deals with the same or similar matter be included in the Award then this Agreement clause will become null and void.
25. LONG SERVICE LEAVE

25.1 (i) For the life of this Agreement an employee covered by this Agreement will be entitled to 9.1 weeks long service leave after the completion of seven years continuous service.

(ii) After completing seven years continuous service an employee shall accrue further long service leave at the rate of 6.5 working days for each additional year of continuous service (or pro-rata for part thereof).

(iii) An employee who has completed seven years continuous service is entitled to;
(a) Take long service leave in accordance with the provisions of this Agreement and the School’s long service leave policy.
(b) Be paid their accrued long service leave entitlement on termination of employment, provided that the termination is not due to serious and willful misconduct.

(iv) An employee who has completed six years continuous service, but has not completed seven years continuous service, will be entitled to pro-rata long service leave based on the employee’s service and FTE at the time of termination.
(a) If the employee attains the age for retirement; or
(b) If the employee’s employment is terminated on account of illness of such a nature to justify the termination of that employment; or
(c) If the employee’s employment is terminated on account of incapacity or domestic or other pressing necessity of such a nature to justify the termination of that employment; or
(d) The termination of the employee’s employment for reasons other than serious and willful misconduct. If termination is as the result of serious and willful misconduct of the employee there is no entitlement to payment.

25.2 (ii) Upon completion of seven years continuous service an employee is entitled to apply to take long service leave, provided that;
(a) applications are made in accordance with the normal leave application processes of the employer; and
(b) the duration and timing of any leave period is subject to the approval of the employer, having consideration to the reasonable needs of both the employer and employee; and
(c) the leave period to be taken should be negotiated with the School to ensure a minimum of disruption to normal School operations.

25.3 All other provisions are in accordance with the Long Service Leave Act 1976 and the exemption granted to the School by the Tasmanian Department of Justice (to accrue long service leave at the rate of 13 weeks for each 10 years of continuous employment).

26. SPECIAL LEAVE - WITHOUT PAY

26.1 An Employee may be granted unpaid leave at such a time, period and purpose as may, in the opinion of the Employer, be convenient to the school. Application for such leave shall
be made at least twelve weeks before such leave is required. However, in the case of an
emergency, the Employer may waive this notice.
26.2 Special leave without pay may be granted for not more than one year. In special
circumstances, and with due notice, the Employer may agree to an extension of this period,
but not for more than a further 12 months. If such leave is granted, while the Employee will,
on his/her return to work, be reappointed to the same salary level and work under the same
conditions that applied immediately prior to the leave being granted. However, there will be no
guarantee that the Employee will return to the same duties or to any position of leadership.
26.3 Accrued personal leave at the time of taking leave shall not be affected by any period of
unpaid leave but personal leave credits shall not accrue during any period of unpaid leave.
26.5 Application may be made for leave without pay in conjunction with a period of Long
Service Leave.

27. SALARY SACRIFICE
The School will support salary sacrificing arrangements for superannuation and/or School
laptops for all of its employees to the extent that legislation allows at any time.
(i) For all requests for salary sacrificing:
   An employee will be required to provide notice in writing of any request for salary
   sacrificing and discuss the matter with the Business Manager of the School before
   entering into any agreement so that all parties are clear of what the intention of each
   is.
(ii) For requests for superannuation salary sacrifice:
   (a) An employee will be required to seek independent financial advice prior to entering
       into any salary sacrificing arrangement involving superannuation that may be offered
       by the employer.

   (b) Contributions by the employer to an employee’s superannuation determined by the
       Superannuation Guarantee Contribution Act, as amended from time to time, will be
       based on the salary scale applicable to the employee as determined by clause 17.1 of
       this Agreement.

   (c) The arrangement may be terminated by the employer should circumstances exist
       that alter the legislation which may cause financial detriment to either the School or
       the employee.

28. TUITION FEE DISCOUNT
Employees are entitled to a twenty five percent (25%) discount on net Tuition Fees for any of
their children that they enrol at the School.
29. PROFESSIONAL DEVELOPMENT
The employer considers that the Professional Development of employees to be important to the growth and development of the School, Steiner Education and its employees.

The School will endeavour to provide Professional Development opportunities which will continue to develop the skills and expertise of employees. Professional Development needs will be identified at an annual Tarremah Pathways Performance Review and Development meeting.

30. CONSULTATION
The parties to this agreement are committed to consultation and cooperation as part of the culture of the School. They acknowledge that the overall purpose of consultation is to provide an environment for greater two way communication and consultation mechanisms. The School has the following internal structure to facilitate more effective communication and consultation.

31. PERFORMANCE AND CONDUCT MANAGEMENT
Performance and review procedures are outlined in the Tarremah Pathways Performance Review and Development Program.
Tarremah Steiner School is committed to the development and implementation of a fair and equitable Conduct Management policy which is subject to the approval of the Council during the term of this Agreement.

32. ABSORPTION OF THE FAIR WORK COMMISSION ANNUAL WAGE REVIEW
Provided that salaries do not fall below those specified in the Educational Services (Schools) General Staff Award 2010, the Fair Work Commission minimum wage order adjustments granted during the life of the Agreement will be absorbed in the salary levels applicable under this Agreement.
33. NO FURTHER CLAIMS
The parties covered by this Agreement undertake that for the duration of the Agreement no further claims will be made in respect of wages or working conditions. The School reserves the right to make additional payments to individuals where it deems appropriate.

34. SIGNATORIES
For and on behalf of the Tarremah Steiner School Foundation Inc. (TSSF)

Penelope Janne Lane
Business Manager
Tarremah Steiner School Foundation Inc. (TSSF) Representative
C/- Tarremah Steiner School
PO Box 494 Kingston TAS 7051

Date: 8/4/19

For and on behalf of the General Staff employed by the employer under the scope of the Educational Services (Schools) General Staff Award 2010.

Therese Michele Chilcott
Office Manager
(Nominated representative of employees)
C/- Tarremah Steiner School
PO Box 494 Kingston TAS 7051

Date: 8/4/19