FAHAN SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2018

Tasmania

COMMISSIONER LEE

MELBOURNE, 13 JUNE 2018

Application for approval of the Fahan School (Teachers) Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the Fahan School (Teachers) Enterprise Agreement 2018 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Fahan School. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 June 2018. The nominal expiry date of the Agreement is 31 December 2020.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<A428813 PR608096>
IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/852

Applicant:
Fahan School
Fisher Avenue
Sandy Bay
Tasmania 7005

Undertaking - section 190

1. Mr Anthony Freeman Principal of Fahan School give the following undertakings with respect to the Fahan School (Teachers) Enterprise Agreement 2018 ("the agreement"): 

   1. I have the authority given to me by Fahan School (the "employer") to provide this undertaking in relation to this application before the Fair Work Commission.

   2. On behalf of the employer I provide an undertaking that where the agreement is silent on a matter covered by the Educational Services (Teachers) Award 2010 (the "award"), the award provisions will apply.

Employer name: Fahan School
Authority to sign: Mr Anthony Freeman
Signature:
Date: 6 June 2018
ENTERPRISE AGREEMENT

1. TITLE
This Agreement shall be known as The Fahan School (Teachers) Enterprise Agreement 2018.

2. ARRANGEMENT
1. Title
2. Arrangement
3. Parties to this Agreement
4. Date and Operation of Agreement
5. Relationship to Other Industrial Instruments
6. No Further Claims
7. Absorption of FWC or Other Award Increases
8. Purpose of the Agreement
9. Dispute Resolution
10. Agreement Consultation Term
11. Agreement Flexibility Term
12. Job Security
13. Entry Levels and Progression
14. Salaries and Adjustment Mechanism
15. Responsibility Allowances
16. Temporary Responsibility Allowances
17. Flexible Hours
18. Contact Time and Other Duties
19. Hours of Contact Time and Release Time for Curriculum Co-ordinators
20. Additional Duties and Minimum Breaks
21. Supervisions (Coverage for Unavailable/Absent Teachers)
22. Application for Part Time Positions
23. Paid Parental (Maternity) Leave
24. Paid Parental (Paternity) Leave
25. Renewal Leave Scheme
26. Domestic Violence Leave
27. School Holiday Leave and Annual Leave
28. Co-Curricular Allowance Scheme
29. Annual Work Program
30. Leave Reserved
31. Signatories

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.
3. PARTIES TO THIS AGREEMENT

(i) The parties to this Agreement are:

(a) The Fahan School, (ACN 009 575 517) Fisher Avenue, Sandy Bay, Tasmania 7005 (the employer)

(b) Teachers employed by the employer under the scope of the Educational Services (Teachers) Award 2010.

(c) The Independent Education Union of Australia.

(ii) The parties to this agreement agree the agreement does not cover:

(a) School Principal

(b) School Deputy Principal

(c) Head of Junior School

(d) Middle School Co-ordinator

4. DATE AND OPERATION OF AGREEMENT

Subject to the date of approval by Fair Work Australia, this Agreement commences on the first full pay period commencing on or after 1 January, 2018 and shall nominally expire on 31 December, 2020.

5. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS

(i) This Agreement replaces The Fahan School (Teachers) Enterprise Agreement 2015. No right, obligation or liability incurred or accrued under the 2015 Agreement is affected by the approval of this Agreement.

(ii) Throughout this Agreement the term "Award" means the Educational Services (Teachers) Award 2010.

(iii) From the date of ratification of this Agreement until it expires or is replaced 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, 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:

(a) This Agreement is to be read in conjunction with the Educational Services (Teachers) Award 2010, as in force from time to time.

(b) To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award this Agreement will override the Award term or condition.

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

6. **NO FURTHER CLAIMS**

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

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

7. **ABSORPTION OF FWC OR OTHER AWARD INCREASES**

Fair Work Commission Annual Wage Review adjustments (or any subsequent safety net adjustments) which apply during the life of this Agreement are absorbed by the agreed salary levels specified by Section 14 of this Agreement and do not flow on to the Agreement.

8. **PURPOSE OF THE AGREEMENT**

The purpose of the Agreement is:

(i) To maintain and improve the productivity, efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will increase the performance of the School and offer secure, worthwhile and fulfilling employment for teachers.

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

(iii) To develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education.

(iv) To develop management systems and work practices capable of assuring all stakeholders of the quality of the School’s services.

(v) To maintain the School as a provider of services to the community through the continued awareness of increasing pressures on operating costs and encouragement of optimum resource usage.

(vi) To maximise the learning outcomes for students through quality teaching.

(vii) To share equitably the benefits of enhanced service delivery among teachers and the School community.

(viii) To provide a safer and better working environment.

(ix) To ensure the continuation of the stable industrial relations framework that exists in the School.
9. DISPUTE RESOLUTION

Any grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall be dealt with at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management by negotiation between the parties. 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:

• this Agreement; and/or
• the Award; and/or
• 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 (or any subsequent Authority which replaces the FWC) for resolution by the means available to it under the Fair Work Act, including arbitration. Where a matter is referred the parties are entitled to be represented by the person or organisation of their choice.

10. AGREEMENT CONSULTATION TERM

(i) 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

(ii) For a major change referred to in sub-clauses (i)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and
(b) clauses (iii) to (ix) apply.

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

(iv) 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.

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

(a) discuss with the relevant employees:

1. the introduction of the change; and
2. the effect the change is likely to have on the employees; and
3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:
1. all relevant information about the change including the nature of the change proposed; and
2. information about the expected effects of the change on the employees; and
3. any other matters likely to affect the employees.

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

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

(viii) 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 sub-clauses (ii)(a) and clauses (iii) and (v) are taken not to apply.

(ix) 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

(x) For a change referred to in sub-clauses (i)(b):
(a) the employer must notify the relevant employees of the proposed change; and
(b) clauses (xi) to (xv) apply.

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

(xii) 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.

(xiii) 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:
    1. all relevant information about the change, including the nature of the change; and
    2. information about what the employer reasonably believes will be the effects of the change on the employees; and
    3. 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).

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

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

(xvi) For the purposes of clauses (x) to (xv), the employer’s educational timetable in respect of academic classes and student activities which:
(a) may operate on a term, semester or school year basis; and
(b) ordinarily change(s) between one period of operation and the next; and
(c) may change during the period of operation;

is not a regular roster change.

(xvii) However, where a change to the employer’s educational timetable has an impact on an employee and the underpinning reason for the change falls outside of the matters described in sub-clause (xvi) herein, then sub-clauses (xvii) to (xv) will apply.

(xvii) In this term:

Relevant employees means the employees who may be affected by a change referred to in clause (i).
11. AGREEMENT FLEXIBILITY TERM

(i) 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:
   1. arrangements about when work is performed;
   2. overtime rates;
   3. penalty rates;
   4. allowances;
   5. 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 sub-clause (ii)(a); and

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

(ii) 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.

(iii) The employer must ensure that the individual flexibility arrangement:

(a) 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:
   1. the terms of the enterprise agreement that will be varied by the arrangement; and
   2. how the arrangement will vary the effect of the terms; and
   3. 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.

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

(v) 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. **JOB SECURITY**

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

13. **ENTRY LEVELS AND PROGRESSION**

(i) For the life of the Agreement this section prevails over Sub-clauses 13.3 and 13.4 of the Award.

(ii) **Relevant teacher training** means qualifications considered relevant to teaching and/or education at the School by the employer. The relevance (or otherwise) of a person’s qualifications shall be determined in accordance with the procedure outlined in clause 13(viii) of this Agreement.

(iii) Unqualified teachers and teachers teaching on a limited authority to teach will commence at Step 1 and will not progress beyond Step 2 of the salary scale detailed in clause 14(i) of this Agreement.

(iv) A teacher who is recognised as two year trained will commence at Step 1 of the salary scale and will not progress beyond Step 6 of the salary scale detailed in clause 14(i) of this Agreement.

(v) A teacher who is recognised as three year trained will commence at Step 4 of the salary scale and will not progress beyond Step 12 of the salary scale detailed in clause 14(i) of this Agreement.

(vi) A teacher who is recognised as four year trained will commence at Step 4 of the salary scale detailed in clause 14(i) of this Agreement.

(vii) A five year trained teacher who;

(a) has successfully completed the minimum qualifications necessary for registration as a teacher in Tasmania, but no further relevant teacher training qualification shall commence at Step 6 of the salary scale detailed in clause 14(i) of this Agreement.

(b) has successfully completed the minimum qualifications necessary for registration as a teacher in Tasmania, plus further relevant teacher training qualification(s) shall commence at step 7 of the salary scale detailed in clause 14(i) of this Agreement.

(viii) Determining Relevant Teacher Training

(a) Under the terms of this Agreement the employer has the discretion to determine the relevance or otherwise of an applicant’s qualifications.

(b) Where the employer (or agent acting on the employer’s behalf) identifies that qualifications held by an applicant are not considered relevant to teaching and/or education at the School the employer is obliged to notify the applicant of the situation in writing as part of the recruitment process (e.g. in the offer of employment). Such notification must include details of;

1. the qualifications the employer considers relevant; and

2. any effect the decision will have on the starting salary and conditions of employment of the applicant should they accept the position on offer, and

3. all other information that may be relevant.
(ix) Recognition of Additional Recognised Teaching Qualifications

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

(x) Progression

(a) Effective from the date of approval of this Agreement, and subject to a teacher’s satisfactory service during the previous 12 months, full time and part time teachers with an FTE of 0.50 or more will progress at the rate of one scale step in the teaching salary scale for each completed full school year of continuous service. Part time teachers with an FTE of less than 0.50 will progress one scale step in the teaching salary scale after every two completed school years of continuous service.

(b) Where the aggregate of a part time teacher’s employment over any two consecutive school years is equal to or more than 1.00 FTE they will be entitled to progress at the rate of one scale step in the teaching salary scale for each of those years, subject to:

1. the teachers’ employment over each of the two school years has been continuous (i.e. the teacher will have completed 2 x full school years of continuous service); and

2. the satisfactory service of the teacher over the period.

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

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

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

The result of the calculation is the adjusted FTE figure to be used in determining the teacher’s rate of progression in accordance with sub-clauses 13(x)(a) and (b) above.

(xi) Criteria for Progression to Step 13

In order to access the Step 13 classification a teacher must have completed 12 months full time service at Step 12 of the salary scale (or equivalent part time service, as calculated in accordance with the process outlined in sub-clause 13[x]).

(xii) Criteria for Progression to Step 14

In order to access the Step 14 classification a teacher must have hold full registration with the Teacher’s Registration Board Tasmania and have completed 12 months full time service at Step 13 of the salary scale (or equivalent part time service, as calculated in accordance with the process outlined in sub-clause 13[x]).
14. **SALARIES AND ADJUSTMENT MECHANISM**

(i) Salaries

(a) For the life of the Agreement this section prevails over sub-clause 14.1 of the Award.

<table>
<thead>
<tr>
<th>Eff. Date</th>
<th>Existing - 31st December, 2017</th>
<th>From 1st January, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Existing</td>
<td>+ 2.0047%</td>
</tr>
<tr>
<td>Step 1</td>
<td>$56,645</td>
<td>$57,781</td>
</tr>
<tr>
<td>Step 2</td>
<td>$59,498</td>
<td>$60,691</td>
</tr>
<tr>
<td>Step 3</td>
<td>$62,196</td>
<td>$63,443</td>
</tr>
<tr>
<td>Step 4</td>
<td>$64,897</td>
<td>$66,198</td>
</tr>
<tr>
<td>Step 5</td>
<td>$67,560</td>
<td>$68,914</td>
</tr>
<tr>
<td>Step 6</td>
<td>$70,208</td>
<td>$71,615</td>
</tr>
<tr>
<td>Step 7</td>
<td>$73,015</td>
<td>$74,479</td>
</tr>
<tr>
<td>Step 8</td>
<td>$75,835</td>
<td>$77,355</td>
</tr>
<tr>
<td>Step 9</td>
<td>$78,625</td>
<td>$80,201</td>
</tr>
<tr>
<td>Step 10</td>
<td>$81,103</td>
<td>$82,729</td>
</tr>
<tr>
<td>Step 11</td>
<td>$84,719</td>
<td>$86,417</td>
</tr>
<tr>
<td>Step 12</td>
<td>$90,217</td>
<td>$92,026</td>
</tr>
<tr>
<td>Step 13</td>
<td>$93,830</td>
<td>$95,711</td>
</tr>
<tr>
<td>Step 14</td>
<td>Does Not Exist</td>
<td>$96,907</td>
</tr>
</tbody>
</table>

(b) From the commencement of the first full pay period commencing on or after 1 January 2019 the Step 14 annual salary rate shall be adjusted to 1.59% above the Step 13 annual salary rate and the margin shall be maintained for the remaining life of the Agreement.

(c) The structural adjustment described in sub-clause 14(i)(b) above shall be completed before the Annual Salary Adjustment Mechanism set out in clause 14(ii) herein is undertaken for the 2019 calendar year.

*Refer below for further important details about salary increases for 2019 and 2020.

(ii) Annual Salary Adjustment Mechanism 2019 and 2020

(a) Subject to the satisfaction of the requirements detailed in this sub-sub-clause 14(ii)(a)(1) a salary increase shall take effect from 1 January in each calendar year of the life of this agreement;

1. the percentage increase to be applied shall be the Australian Bureau of Statistics All Group annual CPI for Hobart for the December quarter of the preceding calendar year (hereafter referred to as the “percentage figure”) subject to the following three provisos.

- **Provided firstly** that where the “percentage figure” in any calendar year is less than or equal to 2.00% the salary increase to be applied for that calendar year shall be 2.00%; and
Provided secondly that where the "percentage figure" in any calendar year is equal to or greater than 3.50% the salary increase to be applied for that calendar year shall be 3.50%.

Provided thirdly that where the application of the "percentage figure" in accordance with the above 2 dot points means that the calendar year income at the Fahan School Step 14 classification is less than 101.00% of the calendar year income of the Tasmanian Teaching Service Band 1 Level 13 classification less the annual leave loading component the "percentage figure" to be applied in that calendar year shall be adjusted to ensure the calendar year income at the Fahan School Step 14 classification is equal to 101.00% of the calendar year income of the Tasmanian Teaching Service Band 1 Level 13 classification less the annual leave loading component.

(b) The "percentage figure" determined in accordance with sub-clause 14(ii)(a) herein shall be applied to:

1. each step of the salary scale detailed in sub-clause 14(i)(a) herein; and structurally adjusted in accordance with the requirements of sub-clauses 14(i)(b) and (c) herein; and

2. each allowance level detailed in clause 15(i) herein; and

3. the annual budget for the co-curricular allowance scheme detailed in clauses 28(i) and (ii) herein.

(c) Annual salary and responsibility allowance rates adjusted in accordance with clauses (a) and (b) of this section shall remain in effect until such time as the next increase detailed in this Agreement takes effect.
15. RESPONSIBILITY ALLOWANCES

(i) Allowances Table

For the life of the Agreement this section prevails over sub-clause 15.3 of the Award.

<table>
<thead>
<tr>
<th>Eff. Date</th>
<th>Existing - 31st December, 2017</th>
<th>From 1st January, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Existing</td>
<td>+2,0047%</td>
</tr>
<tr>
<td></td>
<td>$1,804</td>
<td>$1,841</td>
</tr>
<tr>
<td>Level 2</td>
<td>$3,609</td>
<td>$3,681</td>
</tr>
<tr>
<td>Level 3</td>
<td>$5,413</td>
<td>$5,522</td>
</tr>
<tr>
<td>Level 4</td>
<td>$7,217</td>
<td>$7,362</td>
</tr>
<tr>
<td>Level 5</td>
<td>$9,022</td>
<td>$9,203</td>
</tr>
<tr>
<td>Level 6</td>
<td>$10,828</td>
<td>$11,043</td>
</tr>
<tr>
<td>Level 7</td>
<td>$12,630</td>
<td>$12,894</td>
</tr>
<tr>
<td>Level 8</td>
<td>$14,435</td>
<td>$14,724</td>
</tr>
<tr>
<td>Level 9</td>
<td>$16,239</td>
<td>$16,565</td>
</tr>
<tr>
<td>Level 10</td>
<td>$18,043</td>
<td>$18,405</td>
</tr>
</tbody>
</table>

*Refer to Clause 14(ii) for further important details about responsibility allowance increases over the life of the Agreement.

(ii) Teachers appointed by the employer to carry out duties/responsibilities additional to those detailed in the Award under the definition of "teacher" and the "other duties" set out in Section 18 of this Agreement, will, in addition to their salary, be paid a responsibility allowance based on the skills required and the nature of the higher responsibilities or additional duties to be undertaken.

(a) Each level is calculated on the basis of 2% of the Step 12 of the salary scale. For example, a Level 5 allowance would be 10% of the Step 12 of the salary scale. These allowances increase on the same operative dates that apply to Salaries in clause 14(i).

(b) These allowances will only be paid while a teacher undertakes additional responsibilities. The responsibility allowance to be paid, the additional responsibilities to be undertaken, the duration of the responsibilities and the period of notice to be given if the responsibilities are to be changed or terminated shall be set out in writing before the additional responsibilities commence.

(c) The selection of the appropriate allowance level for a particular responsibility will be determined by the employer's normal processes.

(d) The degree of time release for a particular responsibility will be left to the discretion of the Principal and will be determined by the employer's normal processes.

(e) Responsibility Allowances will be available to any teacher performing an additional responsibility where the period of appointment exceeds one (1) term.

(f) All teachers shall have access to a copy of the procedures for accessing the responsibility allowances.
The procedures for accessing the responsibility allowance may be revised using the School's consultative processes. Teachers affected by any revision of the procedures must be advised, individually, within 7 days.

16. TEMPORARY RESPONSIBILITY ALLOWANCES

(i) Temporary responsibility allowances shall be paid where a teacher performs duties, which attract an allowance, for a fortnight or more. The allowances payable are those detailed in Section 15 of this Agreement.

(ii) In the case of a teacher assuming the duties of another teacher for which a responsibility allowance is paid, the teacher shall be paid the appropriate responsibility allowance for that task, or part of that task, for the period of the temporary appointment.

(iii) The employer shall set out the terms, conditions and duration of a temporary responsibility allowance appointment in writing to the teacher.

(iv) Where a teacher receiving a temporary responsibility allowance under clause (i) of this Section, proceeds on approved paid leave, the teacher will continue to receive that temporary responsibility allowance for the period of leave which falls within the agreed period of temporary appointment.

(v) Service increments applying to a teacher's salary under Section 13 of this Agreement shall be taken into consideration and not absorbed into the total salary (i.e. salary plus responsibility allowance) if service increments occur during the period of appointment to a temporary responsibility allowance.

(vi) Notwithstanding the conditions outlined in clause (v) herein, temporary responsibility allowances are not to be considered a part of a teacher's total salary except for superannuation payments required by legislation.

(vii) Temporary responsibility allowance appointments are not to exceed one (1) term in duration.

(viii) Where a teacher is assigned a responsibility in excess of one term, then Section 15 - Responsibility Allowances of this Agreement applies.

17. FLEXIBLE HOURS

Flexible hours may be mutually agreed by the employer and an individual teacher providing that no more than 6 hours of timetabled classes are scheduled on any one day.
18. CONTACT TIME AND OTHER DUTIES

Contact time at The Fahan School shall mean:

(i) regularly timetabled periods for the delivery of the formal curriculum including regularly timetabled sport and recreation in the Junior School; and

(ii) regularly timetabled pastoral care periods where such things as absenteeism is checked, school information distributed and student pastoral care is provided.

Other duties of teachers at The Fahan School include:

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

(iv) Co-curricular duties after School hours and at weekends normally held during term time. The extent of such duties shall be determined in accordance with the process described in Section 28 of this Agreement.

Provided that for the purpose of this definition additional activities which are voluntarily undertaken by teachers and are not approved variations of their regular timetable shall not form part of the contact time.

Provided also that this Section shall not prevent a part time teacher and the employer from reaching an Agreement whereby the employee can receive less pay in lieu of the other duties described above.

19. HOURS OF CONTACT TIME AND RELEASE TIME FOR CURRICULUM CO-ORDINATORS

(i) For fulltime primary teachers at The Fahan School, the hours of contact time shall be 23 hours per week, which includes regularly timetabled periods of pastoral care. For fulltime secondary teachers and fulltime specialist teachers in the primary school at The Fahan School, the hours of contact time shall be 21 hours per week, which includes regularly timetabled periods of pastoral care.

(ii) Curriculum Co-ordinators shall be entitled to three periods of release time per week in recognition of the requirements of their role.

20. ADDITIONAL DUTIES AND MINIMUM BREAKS

(i) For the purpose of this clause additional duties shall include, but may not be limited to, playground duties, meeting or co-curricular activities, or similar activities undertaken during the school’s recess or lunchtime periods.

(ii) For the purpose of calculating an employee’s total ordinary hours of work, in accordance with Clause 19 of the Educational Services (Teachers) Award 2010, additional duties shall be counted as work time.

(iii) Provided that additional duties shall not be counted as work time, or work, in respect of Clause 20 of the Educational Services (Teachers) Award 2010. For clarity, the school’s recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.
21. **SUPERVISIONS (FOR UNAVAILABLE OR ABSENT TEACHERS)**

(i) At the direction of a Deputy Principal a teacher may be required to carry out supervisions for unavailable or absent teachers.

(ii) Where practicable to do so, and subject to the requirements of clause 21(iii) herein the maximum number of supervisions a teacher may be required to undertake will be limited to five supervisions per term unless otherwise agreed between the employee and the employer.

(iii) Where, by agreement, the total number of supervisions undertaken by an individual teacher in any one term exceeds the amount specified by clause 21(ii) the teacher shall be entitled to an allowance of $30.00 for each additional supervision [i.e. those in excess of the supervisions specified by clause 21(ii)].

22. **APPLICATION FOR PART-TIME POSITIONS**

(i) A full-time Teacher is able to make application to the Principal for a part-time position.

(ii) Where such application is received the School will give due consideration to the application and will provide a written response to the applicant within 21 days of receipt of the application.

23. **PAID PARENTAL (MATERNITY) LEAVE**

(i) Subject to clause 23(vi) herein, for the life of this Agreement this Section applies in addition to Division 4, of the NES.

(ii) An expectant female teacher, who has completed a period of not less than 2 years continuous service and who is otherwise eligible for parental leave as provided in the NES, shall be entitled to the following maternity leave provisions:

(a) Paid maternity leave of 13 weeks on full pay; and

(b) additional leave without pay to bring the aggregate leave to a continuous period of not more than 104 weeks as provided in the National Employment Standards.

Provided that the period of paid maternity leave taken under the provisions of this section shall be taken on a continuous basis within the period commencing six weeks prior to the expected date of delivery and concluding 6 weeks after the actual date of delivery.

(iii) An expectant female part time teacher, who has completed a period of not less than 2 years continuous service and who is otherwise eligible for parental leave as provided in the NES shall be entitled to paid maternity leave under the provisions of clause (ii) of this section. The payment to which she shall be entitled shall be determined by the part time teacher's FTE immediately before the commencement of the period of maternity leave.

(iv) Teachers who terminate their employment following a period of paid maternity leave - without resuming their employment for a minimum of 12 weeks - may be required to forfeit their entitlement to paid maternity leave. In such an event, payments already made must be refunded in full or deducted in settlement of any final pay and entitlements.
A teacher 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 this Section.

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

(a) the employee is entitled to payment under a federally funded paid parental leave scheme; and

(b) the gross value of the payment 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 payment to which an employee would otherwise be entitled under the terms of this Section.

24. PAID PARENTAL (PATERNITY) LEAVE

(i) A teacher who has completed a period of not less than 12 months continuous service and is the partner of a person expecting a child is entitled to 5 days paid paternity leave in order to assist his or her partner at the time of the birth and/or during the period immediately following the birth.

(ii) Paid paternity leave is subject to application and the expected dates of the leave must be submitted to the school at least 8 weeks prior to the expected date of confinement (including a copy of the medical certificate indicating the expected confinement date).

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

(iv) Teachers who terminate their employment following a period of paid paternity leave - without resuming their employment for a minimum of 12 weeks - may be required to forfeit their entitlement to paid paternity leave. In such an event, payments already made must be refunded in full or deducted in settlement of any final pay and entitlements.

(v) After returning to work from a period of paid paternity leave, at least 12 months continuous service must be completed before a further entitlement to a period of paid paternity leave arises.
25. RENEWAL LEAVE

(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 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 Award or Agreement 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 employer and employee, which sets out the commencement date (as defined), the completion date (as defined), the leave accrual period (as defined), the leave period (as defined), and the duration of the employee's participation in the RLS (as defined). In normal circumstances an Agreement shall be five 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 teachers' experiences outside the School environment, including - further education, professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.

(iii) Application to Participate

(a) A permanent employee with a minimum of 2 years' continuous service may apply to participate in the RLS.

(b) Application is to be made using the School's RLS application form.

(c) Approval of an employee's application to participate in the RLS is granted at the discretion of the Principal and is subject to his/her.
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 matter which may be relevant.

(d) Where an employee’s application to participate in the RLS is successful they shall be notified in writing and their participation in the scheme shall commence from the following 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-sub-clause (v)(c)3 or clause (xiv) of this Section, 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 in 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 maternity leave without pay.
3. Long service leave taken at the participant’s normal salary rate in accordance with sub-sub-clause (vii)(a)(2) of this Section.
4. Any form of leave which 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 (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-sub-clause (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 RLS 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 period and the commencement of the leave period the employee shall, subject to other Agreement and Award requirements being satisfied, be paid at the normal salary rate for that period.

2. The participant may nominate that the leave period dates detailed in the existing RLS Agreement remain unchanged, in which case payment for the leave period shall be adjusted to reflect the reduced leave accrual period (i.e. original 4 year leave accrual period less period of suspension from the RLS Agreement).

3. 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 other Award and Agreement requirements (and any other legislative requirements) 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 this sub-sub-clause the employee shall be paid an amount equal to the salary and allowances previously set aside as payment toward the leave period.

(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 RLS Agreement those variations may to be taken into consideration when calculating the participant’s leave period payment.
   (b) Details of how general variations shall be calculated are available from the pay office.
   (c) An employee is entitled to request that any calculation made in respect of a variation be reviewed by a organisation/person of their nomination.

(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; or

Provided that the period of long service leave deducted from the participant's long service leave balance will be the same irrespective of the method of payment chosen in accordance with sub-sub-clause (vii)(a)(2) of this Section.

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

(viii) Salary Increments

The salary increments detailed in Sections 14 and 15 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 the participant salary rate at the time of contribution.

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

(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's ceases to be employed by the employer during the course of an RLS Agreement an amount equal to;

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

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

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

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

(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 & 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-sub-clause (v)(c)3 applies, withdrawal from RLS Agreement must be by mutual written Agreement between the parties.

26. DOMESTIC VIOLENCE LEAVE

(i) 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.

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

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

(iv) 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.

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

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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:

   (a) Changes to their span of hours or pattern of hours and/or work patterns,

   (b) Changes to phone numbers or email addresses,

   (c) 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.
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.

27 SCHOOL HOLIDAY LEAVE AND ANNUAL LEAVE

(i) Part time and full time employees who work a full year covered by this Agreement are entitled to 4 weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with, school holiday leave.

(ii) Provided the provisions of clause 27(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.
CO-CURRICULAR ALLOWANCE SCHEME

For the life of this Agreement the School will administer a Co-Curricular Allowance Scheme which shall operate in accordance with the following:

(i) The annual budget for the scheme in 2018 is $11,390.

(ii) The figure detailed in clause 28(i) shall be indexed in each calendar year during the life of this Agreement by the "percentage figure" determined and applied in accordance with the requirements of sub-sub-clauses 14(ii)(a) and (b) herein.

(iii) Prior to the commencement of each school year during the life of this Agreement a list of the co-curricular activities shall be developed by the School in consultation with teaching staff. Individual co-curricular activities included in the list will be allocated a point score determined as part of the consultation process.

(iv) Where agreement on the activities to be included on the list and/or the point score allocated to a list activity cannot be reached the decision to be made shall rest with the Principal. Should the Principal be required to exercise that power that decision is final and shall not establish grounds for a dispute under clause 9 of this Agreement.

(v) The list may be extended or altered during the course of the year, provided the decision to do so has been reached through consultation between the School and teaching staff and the recommended changes have been approved by the Principal.

(vi) School Camps are not considered list items unless a teacher is required to attend camp(s) for a minimum of 4 nights per year, in which case points shall be allocated for each "camp night" attended in excess of 3 in any one school year.

(vii) As a minimum requirement teachers covered by this Agreement must accumulate the following number of points per school year:

(a) 40 points, plus one camp per year; or
(b) 60 points, no camp in the year.

(viii) Where a teacher accumulates, during the course of the school year, points in excess of the following threshold(s) he or she shall become eligible for an additional payment under the terms of the scheme:

(a) 50 points, plus one camp per year; or
(b) 70 points, no camp in the year.

Subject to clause 14(i) herein a teacher who has achieved the scheme payment threshold shall be entitled to a payment of $11.39 per point (increased from 1 January in each calendar year of the life of this Agreement in accordance with the adjustment mechanism described in clause 14(ii) herein) for each approved co-curricular point they work during the remainder of the school year.

(ix) The School will be responsible for managing and maintaining records for the scheme.

(x) Where the total additional points attracting a payment exceed 1000 in any one school year, the hourly payment rate shall be reduced to ensure the scheme cap for that school year is not exceeded.
29 ANNUAL WORK PROGRAM

(i) At the commencement of each school year during the life of this Agreement the employer shall prepare a high level work plan outlining the broad expectations for the year for the teaching group.

(ii) This work plan will be distributed to teachers prior to the commencement of term one (first student day).

30 LEAVE RESERVED

For the life of this Agreement the Principal will trial a monthly consultative opportunity, which is open to staff and will be conducted in advance of the management meetings once a month. The effectiveness of the process will be monitored over the life of this Agreement.

31. SIGNATORIES

For and on behalf of:

Fahan School (ACN 009 575 517), Fisher Avenue, Sandy Bay, Tasmania 7005 (the employer)

[Signature]

Tony Freeman, Principal, Fahan School 2/3/2014

For and on behalf of:

Teachers employed by the employer under the scope of the Award.

[Signature]

Robert Owens, Nominated Employee Signatory, 33A Fisher Avenue, Sandy Bay, Tas, 7005 2/3/14
IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2018/852

Applicant:  
Fahan School  
Fisher Avenue  
Sandy Bay  
Tasmania 7005

Undertaking- section 190

I, Mr Anthony Freeman Principal of Fahan School give the following undertakings with respect to the Fahan School (Teachers) Enterprise Agreement 2018 ("the agreement"):  

1. I have the authority given to me by Fahan School (the "employer") to provide this undertaking in relation to this application before the Fair Work Commission.

2. On behalf of the employer I provide an undertaking that where the agreement is silent on a matter covered by the Educational Services (Teachers) Award 2010 (the "award"), the award provisions will apply.

Employer name:  Fahan School  
Authority to sign:  Mr Anthony Freeman  
Signature:  
Date: 6 June 2018