



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Friends School Incorporated
(AG2015/1370)

THE FRIENDS' SCHOOL (EARLY YEARS) ENTERPRISE AGREEMENT 2015

Tasmania

COMMISSIONER LEE

MELBOURNE, 1 JULY 2015

Application for approval of The Friends' School (Early Years) Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as *The Friends' School (Early Years) Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Friends School Incorporated. 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] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Agreement was approved on 1 July 2015 and, in accordance with s.54 of the Act, will operate from 8 July 2015. The nominal expiry date of the Agreement is 31 December 2017.



COMMISSIONER

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ATTACHMENT A

Undertaking Pursuant to Section 190 - Fair Work Act 2014

The Friends School (Early Years) Enterprise Agreement 2015

I, Nelson File, Principal of The Friends School Incorporated, 23 Commercial Road, North Hobart in the State of Tasmania, hereby undertake as follows in relation to *The Friends School (Early Years) Enterprise Agreement 2015*:

1. That Classification Level 1 of Schedule A.5 is only to be applied to junior employees.

2. Clause 18.4 is amended to read:

18.4 Junior employees

A junior employee appointed at Classification 5 is to be paid at the following percentage of the appropriate adult rate for the position performed.

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

3. Clause 30.1 is amended to read:

30.1 Any hours worked, at the request or requirement of the employer, in excess of those hours outlined in Clauses 26.1 and 26.2 of this Agreement for a particular employee, will be paid as overtime at time and one half of the ordinary time rate of pay for the first three hours and double time thereafter. Overtime will not be paid where the additional hours are associated with the activities described in the following clauses:

Clause 19: Professional Development;

Clause 31: Parent/Carer Communication; and

Clause 32: Staff Meetings.

Any additional hours worked at the request or requirement of the employer in respect of the clauses 19, 31 and 32 above will be recorded and accumulated to the annual close down (clause 34.4).

* These are the only circumstances in which overtime shall be paid. A part time employee's hours will have to exceed 38 hours in a week or 8 hours in a day (and not be additional hours associated with activities described in clauses 19, 31, or 32) in order to be eligible for overtime payment.

Signature:



Name: Nelson Finney FILE

Date: 26 June 2015



The Friends' School

(Early Years)

Enterprise Agreement 2015

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

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.

Table of Contents

Part 1— Application and Operation.....	3
1. Title.....	3
2. Scope Application.....	3
3. Commencement and Duration.....	3
4. Relationship to Other Industrial Instruments.....	3
5. No Further Claims.....	3
6. Definitions and Interpretation.....	3
7. Access to the Agreement and the National Employment Standards.....	4
8. Agreement Flexibility.....	4
Part 2— Consultation and Dispute Resolution.....	5
9. Consultation.....	5
10. Dispute Resolution.....	6
Part 3— Types of Employment and Conditions of Employment.....	7
11. Types of Employment.....	7
12. Leave Without Pay During Non-Term Weeks.....	7
13. Probation Period.....	8
14. Child Care.....	9
15. Termination of Employment.....	9
16. Redundancy (Involuntary Employment Separation).....	9
Part 4— Minimum Wages and Related Matters.....	10
17. Classifications.....	10
18. Salaries.....	10
19. Professional Development/Study Allowance.....	12
20. Special Responsibility / Qualification Allowance.....	13
21. Higher Duties.....	13
22. Payment of Wages.....	13
23. Superannuation.....	13
24. Salary Sacrifice.....	15
25. Supported Wage and National Training Wage.....	17
Part 5— Hours of Work and Related Matters.....	17
26. Ordinary Hours of Work.....	17
27. Breaks.....	18
28. Shiftwork.....	18

29.	Penalty Rates	19
30.	Overtime / Special Rostered Days / RDOs.....	20
31.	Family Events.....	20
32.	Staff Meetings	21
33.	Room Set-Up Time	21
Part 6— Leave and Public Holidays.....		21
34.	Annual Leave/Annual Close Down	21
35.	Leave Without Pay.....	22
36.	Personal/Carer’s Leave and Compassionate Leave	22
37.	Additional Carer’s and Compassionate Leave.....	22
38.	Community Service Leave	22
39.	Public Holidays	23
40.	Paid Parental (Maternity) Leave Scheme.....	23
41.	Paid Parental (Paternity) Leave Scheme	23
Part 7— Signatures		25
Schedule A —Classifications.....		26
Schedule B —Supported Wage System.....		28
Schedule C —National Training Wage.....		31
Appendix D1: Allocation of Traineeships to Wage Levels.....		38
Schedule D —Apprentices		43

Part 1—Application and Operation

1. Title

- 1.1 The Friends' School (Early Years) Enterprise Agreement 2015.

2. Scope Application

- 2.1 This Agreement is between The Friends School Incorporated, 23 Commercial Road, North Hobart, Tasmania - ABN 34 682 819 626 - (the employer, or the School) and the employees employed by the employer in accordance with the classifications within this Agreement.
- 2.2 This Agreement applies to full-time and part-time employees of the employer in accordance with clause 2.1. This Agreement does not apply to casual Early Years employees, who shall be employed under the *Educational Services (Schools) General Staff Award 2010*. In addition, this Agreement does not apply to employees appointed to the position of Director of Friends' Early Years.

3. Commencement and Duration

- 3.1 This Agreement commences seven days after the date of approval by the Fair Work Commission, and has a nominal expiry date of 31 December 2017.

4. Relationship to Other Industrial Instruments

- 4.1 This Agreement replaces The Friends' School (Early Years) Enterprise Agreement 2012 and any previous workplace Agreements, in their entirety.
- 4.2 Employees covered by this Agreement are, apart from the making of this Agreement, covered by the *Educational Services (Schools) General Staff Award 2010*. This Agreement replaces that Award, and any other Award(s) which may be deemed to apply to the employment, in its entirety.

5. No Further Claims

- 5.1. The parties to this Agreement agree that until the nominal expiry date passes employees will not make any further claims in respect of salaries or other conditions of employment.

6. Definitions and Interpretation

- 6.1 In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

Centre means Friends' Early Years facilities of The Friends' School, including outside school hours care locations

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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

Principal means the employee appointed by the employer to the most senior leadership position at The Friends' School.

school year means the period of 12 months commencing from the day the employees are required to attend the School for the new educational year or the calendar year, as determined by the School.

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

7. Access to the Agreement and the National Employment Standards

- 7.1 The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

8. Agreement Flexibility

- 8.1 Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed;

(b) overtime rates;

(c) penalty rates; and

(d) allowances.

- 8.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

- 8.3 The agreement between the employer and the individual employee must result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this Agreement that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

- 8.4 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

- 8.5 Except as provided in clause 8.3(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 8.6 Where the employer seeks to enter into an agreement they must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8.7 The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- Note: If any of the requirements of s 144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s 145 of the *Fair Work Act 2009* (Cth)).
- 8.8 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the employer and an individual employee contained in any other term of this Agreement.

Part 2—Consultation and Dispute Resolution

9. Consultation

Consultation regarding major workplace change

- (a) Employer to notify
 - (i) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
 - (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (b) Employer to discuss change
 - (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
 - (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1(a).

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

9.2 *Consultation about changes to rosters or hours of work*

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

10. Dispute Resolution

- 10.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 10.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 10.4 Where the matter in dispute remains unresolved the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 The employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the

employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Conditions of Employment

11. Types of Employment

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

- (a) full-time employment; or
- (b) part-time employment.

11.2 At the time of engagement, the employer will inform each employee whether they are employed on a full-time or part-time basis and the employee's classification.

11.3 Full-time employment

A full-time employee is an employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 26—Ordinary Hours of Work.

11.4 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School year and who has reasonably predictable hours of work.
- (b) A part-time employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification.
- (c) A part-time employee's Agreement entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the School year the employee will work and starting and finishing times each day.
- (e) The terms of the agreement in clause 11.4(d) may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.

12. Leave Without Pay During Non-Term Weeks

12.1 Arrangements

An employee may be required to take leave without pay during non-term weeks, provided that:

- (a) the employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an employee during any such period, the existing employee may be offered such employment (whether on a full-time or part-time basis). The employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

12.2 Calculating annual salary for an employee on leave without pay during non-term weeks

(a) The formula in this clause may be used to calculate an annual salary for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.

(b) The adjusted annual salary for an employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$$

52.18

Where:

A means the employee's adjusted annual salary

C means the annual salary (as contained in clause 18 - Salaries) for the employee's classification

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

(c) For the purpose of calculating any allowance or penalty for an employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

(d) An employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

(e) Where a person employed as at the date of making this Agreement is not employed on a contract which allows for leave without pay during non-term weeks or is not employed under an award or a notional agreement preserving a State award which permits an employee to be required to take leave without pay during non-term weeks (however expressed). That employee will not be required to take such leave or have their contract of employment changed as a result of this Agreement coming into operation.

(f) The making of this Agreement is not intended to prevent other arrangements for staff who are not required to work during non-term weeks to be agreed between the employer and majority of employees at Friends' Early Years.

13. Probation Period

13.1 All employees other than fixed term or replacement employees, will be required to complete a six month probation period on the commencement of their employment. Where an employee is absent, other than on paid leave, during the probationary period for any period(s) exceeding two consecutive weeks the employee's probationary period shall be extended by the total period(s) of their absence. Subject to completion of a satisfactory performance review at the conclusion of the probationary period, employees will be granted permanent employment.

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

of their employment beyond the probationary period is subject to satisfactory completion of their probation.

14. Child Care

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

15. Termination of Employment

- 15.1 Apart from during the probation period or circumstances which warrant instant dismissal, employment may be terminated by the employer with the provision of a minimum period of notice as set out below:

Employees Period of Continuous Service with the employer	Period of Notice
Less than 3 years	At least 2 weeks
3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The minimum period of notice due to an employee will be increased by 1 week if the employee is over 45 years of age on the day the notice is given.

Payment may be made in lieu of the appropriate period of notice.

- 15.2 The notice of termination to be given by an employee shall be two weeks.
- 15.3 Where employment is terminated by either party, accumulated annual leave entitlements and accrued time-in-lieu (determined in accordance with the provisions of clause 34) shall be paid to the employee.

16. Redundancy (Involuntary Employment Separation)

- 16.1 Involuntary separation may take place where the employer has determined that the work performed by an employee or employees is no longer required to be performed and cannot redeploy those employees in suitable and effective positions within the School.
- 16.2 Employees terminated on account of involuntary separation will be given two weeks' notice if their period of continuous service is less than 12 months, and will be given at least 4 weeks' notice if their period of continuous service is 12 months or more.
- 16.3 The following separation payments will be made to full-time and part-time employees, in addition to payment for accrued annual leave, long service leave, and any other statutory entitlements:

Years of Service	Weeks of Pay Ordinary Time Rate
1 year of service or less	Nil
More than 1 and up to 2 years	6 weeks
More than 2 and up to 3 years	6 weeks
More than 3 and up to 4 years	8 weeks
More than 4 and up to 5 years	10 weeks

More than 5 and up to 6 years	12 weeks
More than 6 and up to 7 years	14 weeks
More than 7 and up to 8 years	16 weeks
More than 8 and up to 9 years	18 weeks
More than 9 and up to 10 years	20 weeks
More than 10 and up to 11 years	22 weeks
11 year's service and thereafter	24 weeks

- 16.4 Part-time employee entitlements under this clause are calculated on the basis of the average number of hours worked by the employee as a proportion of full-time weekly hours for the employee's classification.
- 16.5 Where the employer considers it appropriate for the particular circumstances of an employee, in addition to the separation payment payable pursuant to this clause, the employer will make available to employees terminated as a result of involuntary separation as defined in clause 16.1, the following benefits and services:
- (a) The provision of professional assistance in identifying appropriate career directions following separation; and /or
 - (b) Assistance in the preparation of an employment résumé and job applications; and /or
 - (c) Where appropriate, assistance in identifying and accessing appropriate work opportunities.

Part 4—Minimum Wages and Related Matters

17. Classifications

- 17.1. All employees must be classified according to the structure set out in Schedule A – Classifications and paid the minimum wage in clause 18 - Salaries. The employer must advise an employee in writing of their classification and of any changes to their classification.

18. Salaries

- 18.1 National Minimum Wage Order increases which apply during the life of this Agreement are absorbed by the agreed salary levels specified by clause 18.3 of this Agreement and do not flow on to this Agreement.
- 18.2 The salary rates set out in this clause are inclusive of any entitlement to annual leave loading.
- 18.3 The (full time) salary rates detailed in the following table are operative from the first full pay period on or after the respective dates.

(a)

	31/12/2014 Existing EA			1/5/2015			1/5/2016		
				2.07% increase			3.0% increase		
Level	Annual Salary	F/N Pay Rate	Hourly Pay Rate	Annual Salary	F/N Pay Rate	Hourly Pay Rate	Annual Salary	F/N Pay Rate	Hourly Pay Rate
Classification 5	48051	1841.73	24.23						
Scale A	-	-	-	51494	1973.71	25.97	53038	2032.89	26.75
Scale B	-	-	-	49046	1879.91	24.74	50517	1936.31	25.48
Classification 4									
Scale A									
year 3*	60786	2329.85	30.66	62044	2378.15	31.29	63906	2449.49	32.23
year 2*	58759	2252.18	29.63	59975	2298.85	30.25	61775	2367.81	31.16
year 1*	56733	2174.50	28.61	57907	2219.58	29.21	59645	2286.17	30.08
Scale B									
year 3*	56733	2174.50	28.61	57907	2219.58	29.21	59645	2286.17	30.08
year 2*	55383	2122.77	27.93	56529	2166.77	28.51	58225	2231.77	29.37
year 1*	54032	2070.98	27.25	55150	2113.91	27.81	56805	2177.33	28.65
Classification 3									
Scale A + Adv Dip	53471	2049.48	26.97	54578	2091.96	27.53	56215	2154.72	28.35
Scale A	52681	2019.20	26.57	53771	2061.06	27.12	55385	2122.89	27.93
Scale B	49979	1915.64	25.21	51014	1955.34	25.73	52544	2014.00	26.50
Scale C	49979	1915.64	25.21	50828	1948.22	25.63	52353	2006.67	26.40
Classification 2									
Scale A	46603	1786.22	23.50	47568	1823.26	23.99	48995	1877.96	24.71
Scale B	43901	1682.66	22.14	44810	1717.55	22.60	46154	1769.08	23.28
Classification 1									
Scale A	41200	1579.14	20.78	42053	1611.88	21.21	43314	1660.24	21.85
Scale B	38498	1475.57	19.42	39295	1506.17	19.82	40474	1551.35	20.41

* Number of full or partial years continuous employment at Friends' Early Years in the role specified for the relevant classification, or elsewhere at The Friends' School in a similar role.

(b) A further increase to salaries will occur from the first full pay period on or after 1 May 2017. The amount of that increase shall be the percentage increase provided to teaching staff of The Friends' School on 1 May 2017.

18.4 Junior employees

A junior employee appointed at Classification 1 or Classification 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
-----	-----------------

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

18.5 *Apprentices*

Conditions of employment for apprentices are set out in Schedule D.

18.6 *Vehicle allowance*

- (a) An employee required by the employer to use the employee's motor vehicle in the performance of duties must be paid the following allowances:
- (i) Motor car
 - \$0.78 per kilometre with a maximum payment as for 400 kilometres per week.
 - (ii) Motorcycle
 - \$0.26 per kilometre with a maximum payment as for 400 kilometres per week.
- (b) Where the employer provides a motor vehicle which is used by an employee in the performance of the employee's duties the employer must pay all expenses including registration, running and maintenance.

18.7 *Adjustment of expense related allowances*

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

19. Professional Development/Study Allowance

- 19.1 All employees are expected to undertake training in asthma and anaphylaxis management at a level deemed appropriate by the Director.
- 19.2 All employees are expected to maintain a current first aid certificate, including appropriate CPR training.
- 19.3 Full costs of providing professional development which has been approved by the employer, including that outlined in clauses 19.1 and 19.2, will be met by the employer.
- 19.4 A study allowance will be paid to an employee who is directed by the employer, or deemed necessary by legislative and/or licencing requirements, to undertake a unit or course of study relevant to their work.
- 19.5 The study allowance paid in relation to study undertaken in accordance with 19.4 shall be equivalent to 50% of the enrolment cost for the unit or course of study, and is payable subject to prior approval of the employer and the provision of proof of payment by the employee.

Provided that, the study allowance will only be paid once in respect of any unit or course undertaken and the allowance will be entirely repaid to the employer if the employee's employment with the employer ceases;

- before the employee has completed the course of study to which the payment related; or
 - within 2 years of completing the course of study to which the payment related.
- 19.6 Should the Director nominate an individual employee for professional development, unless otherwise agreed, they shall be required to provide a minimum of 5 days' notice to the employee.
- 19.7 Any additional hours worked by an employee in respect to this clause will accumulate to the annual close down in accordance with the terms of clause 34.

20. Special Responsibility / Qualification Allowance

- 20.1 The employer may, at their discretion, appoint an employee to a position of special responsibility and/or choose to recognise a specific qualification held by an employee.
- 20.2 Where an employee is appointed to a position or recognised in accordance with this clause the employee is entitled to receive an allowance equivalent to:
- 2.5% of their basic rate of pay; or
 - 5% of their basic rate of pay; or
 - 7.5% of their basic rate of pay; or
 - 10% of their basic rate of pay.

determined by reference to clause 18.3 of this agreement, and taking into consideration the employee's FTE.

- 20.3 The rate of allowance in accordance with clause 20.2 will be determined by the employer based on the nature or level of the special responsibility or specific qualification concerned.
- 20.4 The conditions and term of any position of special responsibility, including those recognising a specific qualification held by an employee, are to be determined and agreed prior to the commencement of the appointment and set out in writing.

21. Higher Duties

- 21.1 The employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.
- 21.2 Where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

22. Payment of Wages

- 22.1 Payment of wages may be fortnightly or monthly.

23. Superannuation

- 23.1 *Superannuation legislation*

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

23.2 *Employer contributions*

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

23.3 *Voluntary employee contributions*

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under this clause no later than 28 days after the end of the month in which the deduction authorised under this clause was made.

23.4 *Superannuation fund*

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amounts authorised under clause 23.3 to Tasplan or its successor.

23.5 *Superannuation fund – salary sacrificing*

An employee may elect any Complying Superannuation Fund into which the employer will contribute salary sacrifice superannuation contributions determined under clause 24 of this Agreement. Provided that an employee shall not be entitled to elect a different superannuation fund from that nominated for purposes of legislated compulsory employer superannuation contributions. Further, any change notified by an employee of their nominated Complying Superannuation Fund for purposes of legislated compulsory employer superannuation contributions will be deemed to also apply to future salary sacrifice contributions made for that employee under this Agreement.

Where an employee nominates that employer superannuation contributions made on his or her behalf are to be directed to the School's superannuation fund administered by IOOF, and that employee salary sacrifices into that fund an additional amount equal to 5.5% 'net of tax' (i.e. in addition to the employer contribution), the School shall contribute an additional 1%

over any legislated minimum employer contribution. Provided that, any tax benefit accrued by the employee as a result of the salary sacrifice must also be directed to that fund as superannuation.

Employees are entitled to change funds once in any 12 month period.

24. Salary Sacrifice

24.1 Application

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

24.2 Definitions

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

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

"Fringe Benefits Tax" - means tax imposed by the commonwealth *Fringe Benefits Tax Assessment Act 1986*.

"Salary Sacrifice Benefits" - means the salary sacrifice benefits made available by the employer from time to time, but will include:

- Superannuation contributions, to the extent relevant legislation permits an employee to salary sacrifice superannuation above the legislated employer contributions. Provided that any employee contribution made in addition to the legislated minimum employer contributions must be made in accordance with the requirements of clause 23 of this Agreement; and
- Childcare fees at Friends' Early Years, based on an agreed level of care to be maintained for each calendar year.

24.3 Conditions of employment

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

24.4 Salary packaging

The employer may offer to provide and an employee may accept, in writing:

- (a) the benefits selected by the employee from those salary sacrifice benefits made available by the employer; and
- (b) a wage equal to the difference between the benefit value and the wage which would have applied to the employee pursuant to clause 24.3, in the absence of an agreement under this sub-clause.

24.5 Taxation liability

The employee is, and remains, liable to pay or reimburse the employer for any fringe benefits tax, or any other tax, and any salary packaging fees imposed by the employer (or a party acting under contract for the employer) on any benefit provided to an employee under this clause. Any such amounts included in the calculation of benefit value will be recognised as a contribution from the employee towards the liability imposed by this sub-clause.

24.6 *Overpayments and other liabilities*

If, in relation to any salary packaging arrangement entered into between the employer and an employee, an overpayment or any other liability occurs as a result of a mistake of fact:

- (a) the employer is entitled to reimbursement of any overpayment, and
- (b) the employee is responsible for any other liability incurred.

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

24.7 *Changes to packages*

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

24.8 *Cessation of packages*

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

- (a) By written notice of at least one pay cycle from the employee; and
- (b) On termination of the employee's employment; and
- (c) If the employer is unable to continue such arrangements; and
- (d) If legislative changes prevent continuation of such arrangements.

24.9 *Notification of benefit value*

The employer must advise the employee in writing of the benefit value before the employee and the employer enter into an agreement pursuant to clause 24.4.

24.10 *Calculation of salary during leave*

During the life of an agreement pursuant to clause 24.4, an employee who takes leave is entitled to payment during the period of leave, as follows;

On full pay	His or her normal wage and benefits
Without pay	No benefits or wage
On less than full pay	Normal benefits and a wage calculated by applying the following formula: $(W \times P\%) - [(100\% - P\%) \times B] = A.$

Formula Explanation

W = the wage determined pursuant to sub-clause 18.3; and

P = the % of wage payable during the leave; and

B = the benefit value; and

A = the amount of wages.

24.11 *Other payments*

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

to the employee pursuant to clause 24.3, in the absence of an agreement pursuant to clause 24.4.

24.12 *Independent advice*

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

25. Supported Wage and National Training Wage

25.1 For provisions in relation to the supported wage system see Schedule B – Supported Wage System.

25.2 For provisions in relation to the national training wage see Schedule C – National Training Wage.

Part 5—Hours of Work and Related Matters

26. Ordinary Hours of Work

26.1 The ordinary hours of work for full-time employees shall be 38 hours per week. The ordinary hours of work for a part-time employee will be in accordance with clause 11 – Types of Employment.

26.2 Spread of hours shall be 6.00am to 7.00pm Monday to Friday.

26.3 Flexible hours outside the spread of hours indicated in clause 26.2 may be mutually agreed on an individual basis; provided that no more than 38 standard hours are worked in any one week. Overtime rates of pay of this Agreement shall not apply to any hours worked up to eight (8) on any one day.

26.4 Each Friends' Early Years room shall be assigned six (6) non-contact planning hours per week. These planning hours shall occur as directed by the Director after consultation with the room supervisors.

26.5 Other non-contact / planning time will be granted by the Director on an individual needs basis.

26.6 The ordinary hours of work in clause 26.1 may be averaged over a period of a fortnight or four weeks.

26.7 An employer may require a part-time employee to work reasonable additional hours in accordance with the provisions of this clause.

(a) Where the employee's hours are averaged:

- (i) the employee will be paid for all such additional hours at their ordinary hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 26.2, do not result in the employee working more than eight hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

(b) Where the employee's hours are not averaged:

- (i) the employee will be paid for all such additional hours at their ordinary hourly rate of pay, provided that the additional hours worked fall within the applicable

daily spread of hours in clause 26.2, and do not result in the employee working more than eight hours on that day; and

- (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Additional hours worked by a part-time employee that are paid at overtime rates in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

26.8 *Breaks between periods of duty*

- (a) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where the employer requires an employee to continue or resume work without having a 10-hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

27. **Breaks**

27.1 *Meal break*

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

27.2 *Rest break*

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.

28. **Shiftwork**

28.1 *Ordinary hours for shiftwork*

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 28.4.

28.2 *Definitions*

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 26.2;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 26.2; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

28.3 *Broken shifts*

- (a) An employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment of two hours for each period of duty.
- (b) An employee required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

28.4 *Rostering*

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.
- (b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 29—Penalty Rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice.
- (d) Notwithstanding clause 28.4(c) a roster may be altered at any time to enable the functions of the employer to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.

29. Penalty Rates

29.1 *Shiftwork*

Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.

29.2 *Saturday and Sunday work*

- (a) An employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) If the hours required to be worked on a Saturday or Sunday are for the purpose of meeting the matters outlined in clause 31.1 then the penalty rates in clause 30.2(a) shall not apply and the employee will accrue time off in lieu on a time for time basis for the annual close down in accordance with clause 34.5.

29.3 The penalty rates within this clause and in clause 30—Overtime are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

30. Overtime / Special Rostered Days / RDOs

30.1 Any hours worked, at the request or requirement of the employer, in excess of those hours outlined in Clauses 26.1 and 26.2 of this Agreement for a particular employee, will be paid as overtime* in accordance with the relevant provisions of this Agreement, excepting where the additional hours are associated with the activities described in the following clauses:

Clause 19: Professional Development;

Clause 31: Family Events;

Clause 32: Staff Meetings; and

Clause 33: Room Set-Up Time.

Any additional hours worked at the request or requirement of the employer in respect of the clauses 19, 31, 32 and 33 above will be recorded and accumulated to the annual close down (clause 34.5).

* These are the only circumstances in which overtime shall be paid. A part time employee's hours will have to exceed 38 hours in a week or 8 hours in a day (and not be additional hours associated with activities described in clauses 19, 31, 32 or 33) in order to be eligible for overtime payment.

30.2 Employees rostered to work on Easter Tuesday and the day immediately following the Royal Hobart Show Public Holiday will have any hours worked on these days accumulated to the annual close down (clause 34.5).

30.3 Time recorded toward the annual close down in accordance with clauses 30.1 or 30.2 shall be at the rate of single time (i.e. one hour recorded to the annual close down for each additional hour worked). Accrual of time recorded toward the annual close down shall be managed by employees and the Director. However in no case will time recorded towards the annual close down exceed the total amount required for the period of the close down.

30.4 Time recorded toward the annual close down during each calendar year will be recorded by the Director in a "time-in-lieu" register.

30.5 Unless otherwise agreed with the Director on an individual basis, "time-in-lieu" will not accrue in any circumstances other than those outlined in clauses 30.1 and 30.2.

30.6 A Rostered Day Off (RDO) scheme shall operate for the life of this Agreement and shall apply to all full time employees, subject to clause 30.9.

30.7 Subject to working the required hours, a full time employee shall be entitled to one RDO per each four week roster cycle on days to be determined by the Director on a rotational basis.

30.8 A full-time employee will work an additional 24 minutes for each standard day to give the employee an entitlement to take rostered days off.

30.9 The RDO scheme will continue to be monitored and reviewed for the life of this agreement. The review will be undertaken by the Director in consultation with employees and will focus on, amongst other matters, the practicalities of staff rostering and the continuity of care for children.

31. Family Events

31.1 The Centre will undertake two parent evenings per year and one Christmas party per year with attendance at each of these events being compulsory for all employees.

31.2 Any additional hours worked by an employee in respect to this clause will accumulate to the annual close down (clause 34.5) in the same way as set out in clause 30.1.

32. Staff Meetings

- 32.1 Staff meetings will be held on a regular basis during the year outside of the Centre's normal hours of operation with attendance at each of these meetings being compulsory for all employees.
- 32.2 Staff meetings will be scheduled by the Director and will be included on the Centre's Events Schedule for each year.
- 32.3 Any additional hours worked by an employee in respect to this clause will accumulate to the annual close down (clause 34.5) in the same way as set out in clause 30.1.

33. Room Set-Up Time

- 33.1 Prior to the conclusion of the annual close down period specified in clause 34.4 of the Agreement the Director will allocate 2 hours for each permanent staff member to assist in the setting up of their rooms and other associated duties on the Friday immediately before the Monday that the Centre opens.
- 33.2 Any additional hours worked by an employee in respect to this clause will accumulate to the annual close down (clause 34.5) in the same way as set out in clause 30.1.

Part 6—Leave and Public Holidays

34. Annual Leave/Annual Close Down

- 34.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 34.2 A period of twenty paid working days leave shall be allowed annually to all permanent employees after each 12 months of continuous employment. A pro rata entitlement shall apply to part time employees.
- 34.3 At the Director's discretion, employees will be permitted to utilise accrued annual leave entitlements prior to absolute vesting of such entitlements on the employee's anniversary of employment.
- 34.4 The Centre will be closed from the end of normal opening hours on Christmas Eve until the second Monday in January each year. This period will be known as the "annual close down".
- 34.5 To the extent that they have accumulated sufficient "time-in-lieu" hours, employees will be paid at their ordinary rate of pay for any working days falling during the annual close down that are not legislated as Public Holidays.
- 34.6 Employees can accumulate "time-in-lieu" hours towards the annual close down period from qualifying overtime worked during the year and for hours worked on special rostered days. Qualifying "time-in-lieu" hours for purposes of this provision are specified by clause 30 of this Agreement and shall be credited toward "time-in-lieu" at the rate of single time (i.e. one hour recorded to the annual close down for each additional hour worked).
- 34.7 To the extent to which, for any reason, they have accumulated insufficient "time-in-lieu" hours to cover the annual close down, employees will be required to take Annual Leave or unpaid leave for the balance of any working days, whether whole or part days, during the annual close down period.

35. Leave Without Pay

- 35.1 All full time and part time employees will be entitled to five days leave (pro rata for part-time employees) without pay per annum, excluding the annual close down period outlined in clause 34.
- 35.2 Periods of unpaid leave under clause 35.1 will be granted at the discretion of the Director based on applications received and in consideration of the operational needs of the Centre.
- 35.3 Otherwise than at the discretion of the Director, two weeks' notice is required for each and any period of unpaid leave.

36. Personal/Carer's Leave and Compassionate Leave

- 36.1 Employees employed under this Agreement are entitled to the personal leave provisions of the NES (Including personal leave, carer's leave and compassionate leave), with the following additional entitlements.
- 36.2 Employees are required to provide a medical certificate from a registered health practitioner* as proof of personal illness or injury, after two consecutive days of absence due to sickness. Excepting that, where the employer sees a re-occurring pattern, employees may be required to provide a medical certificate from a registered health practitioner for absences commencing on a Friday or on a Monday, or commencing on a day after or before a public holiday.
- * In circumstances where it is not reasonably practicable for the employee to provide a medical certificate from a registered health practitioner a statutory declaration may be made by the employee.
- 36.3 Where considered desirable or necessary due to a recurring pattern of behaviour in relation to clause 36.2, the Director may recommend that an employee access counselling through the Employee Assistance Program available to employees of The Friends' School.

37. Additional Carer's and Compassionate Leave

- 37.1 Full-time and part-time employees are entitled to additional leave to be used for the purpose of either Carer's leave or Compassionate leave only. This leave cannot be used for personal injury or illness. The additional leave shall be as follows:
- Permanent full-time employees will receive five additional leave days each year only once their accrued NES entitlement for personal/carer's leave has been exhausted or upon application in relation to Compassionate leave.
 - Permanent part-time employees will receive a pro-rata of five additional leave days each year based on their FTE at the commencement of the year concerned only once their accrued NES entitlement for personal/carer's leave has been exhausted or upon application in relation to Compassionate leave.
 - Additional paid leave will not cumulate from one year to the next.
- 37.2 The additional leave is for 5 days per annum in total to be used for either purpose and is **not** 5 additional days of carer's leave and a separate additional 5 days of compassionate leave.
- 37.3 The employer may require the same standard of proof for this clause as per the requirements of the NES and clause 36.2

38. Community Service Leave

- 37.1 Community service leave is provided for in the NES.

39. Public Holidays

39.1 Public holidays are provided for in the NES.

39.2 Payment for work on a public holiday

An employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the employer and the employee have agreed to the employee taking a day off instead of payment in which case the employee will be paid at the ordinary time rate for work on the public holiday.

39.3 Substitution of public holidays

- (a) By agreement between the employer and the majority of employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. This Agreement will be recorded in writing and made available to every affected employee.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

40. Paid Parental (Maternity) Leave Scheme

40.1 After 12 months continuous service with Friends' Early Years, an employee will qualify to participate in the Maternity Leave Scheme.

40.2 Employees will accrue three weeks paid maternity leave entitlement for each year of completed continuous service, such entitlement to accrue on the second and every subsequent commencement anniversary date, up to a maximum of nine weeks entitlement.

40.3 After a period of paid maternity leave, employees shall be entitled to a further three weeks accrual of maternity leave per year of subsequently completed continuous service (excluding any periods of paid or unpaid maternity leave and other unpaid leave) up to a maximum of nine weeks paid maternity leave per pregnancy.

40.4 Entitlement to paid maternity leave shall be pro-rata for part time staff.

41. Paid Parental (Paternity) Leave Scheme

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

41.2 Paid parental 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).

41.3 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.

41.4 An employee who terminates 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.

41.5 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.

Part 7—Signatures

(a) For and on behalf of The Friends' School Incorporated:

Nelson Fife Principal
[name] [position]

[Signature] 5 June 2015
[signature] [date]

(b) For and on behalf of the employees employed by The Friends' School Incorporated and covered by the scope of this Agreement:

Pruce Darcey Lead Educator
[name] [position]

[Signature] 4th June 2015
[signature] [date]

Schedule A—Classifications

A.1 Classification 5 - Early Childhood Administrator

A.1.1 Scale A – Early Childhood Administrator

Responsible for all monies, bookings, messages, reception responsibilities, on floor support as needed and where qualified to do so, and all aspects of enrolment, including management of the waiting list, orientation visits and upkeep of enrolment information. Also responsible for CCMS management and related databases, ordering of resources, minute taking and the co-ordination of new staff induction processes. Liaison for Government and Inclusion Support services. Oversight of relief staffing. Such other administration duties as delegated by the Centre's Director from time-to-time.

A.1.2 Scale B – Early Childhood Administrator

Responsible for all monies, bookings, messages, reception responsibilities, on floor support as needed and where qualified to do so, and all aspects of enrolment, including management of the waiting list, orientation visits and upkeep of enrolment information.

A.2 Classification 4 - Early Childhood Educator (Degree Qualified)

A.2.1 Scale A – Lead Educator

Qualified with Bachelor of Education / 4-Year Qualified Teacher Trained / 3-Year Qualified Teacher Trained (subject to regulatory requirements): Responsible for planning and evaluation of individual and whole group programs, managing and supervising other lead educators – qualified and unqualified, ordering and budgeting for room resources, responsible for general cleanliness and maintenance of their own room (health and safety), full liaison with parent / guardians, duty of care. Accreditation and licensing requirements per room. Reporting issues / concerns at lead educator meetings. Excursions. Able to be appointed as pre-kinder teachers which entails additional educational responsibilities.

A.2.2 Scale B

Qualified with a Bachelor of Education / 4-Year Qualified Teacher Trained / 3-Year Qualified Teacher Trained (subject to regulatory requirements): Adopts all Lead Educator responsibilities (Classification 4 (Scale A)), excepting accreditation and licensing, planning and evaluation, supervising and managing staff, and reporting to lead educator meetings. In the absence of the regular lead educator may act as the lead educator.

A.3 Classification 3 - Early Childhood Educator (Diploma Qualified or Qualified as Deemed Appropriate by the Employer)

A.3.1 Scale A – Lead Educator (Diploma Qualified)

Qualified with Diploma (C3, Scale A) or Advanced Diploma (C3, Scale A plus additional 1.5% loading): As per responsibilities for Qualified with a Bachelor of Education / 4 year teacher trained / 3-Year Qualified Teacher Trained (Classification 4(Scale A)), excepting being able to be appointed as pre-kinder teachers with additional educational responsibilities.

A.3.2 Scale B –Lead Educator (Qualified as Deemed Appropriate by the Employer)

Qualified as Deemed Appropriate by the Employer and subject to regulatory requirements but not a Diploma or Degree Holder / Qualified Teacher (subject to regulatory requirements): As per responsibilities for Qualified with Diploma (Classification 3 (Scale A)).

A.3.3 Scale C

Qualified with Diploma: As per responsibilities for Qualified with Diploma (Classification 3 (Scale A)), excepting staff supervision and management.

A.4 Classification 2 - Early Childhood Assistant

A.4.1 Scale A

Qualified with Certificate IV (OSHC) or Certificate III with 5 or more years' experience: Assistant to Lead Educator. Follow and apply all program implementation as per Lead Educator planning. Assist with individual plans and evaluations through observations and liaison with Lead Educator. Health and safety and room cleanliness and maintenance.

A.4.2 Scale B

Qualified with Certificate IV (OSHC) or Certificate III: Assistant to Lead Educator. Follow and apply all program implementation as per Lead Educator planning. Assist with individual plans and evaluations through observations and liaison with Lead Educator. Health and safety and room cleanliness and maintenance.

A.5 Classification 1 - Early Childhood Assistant

A.5.1 Scale A

Unqualified – Over 18 years of age and actively working towards at least an approved Certificate III level education and care qualification: Assistant to Lead Educator. Follow and apply all program implementation as per Lead Educators planning. Assist with individual plans and evaluations through observations and liaison with Lead Educator. Health and safety and room cleanliness and maintenance.

A.5.2 Scale B

Under 18 years of age and actively working towards at least an approved Certificate III level education and care qualification: Assistant to Lead Educator. Follow and apply all program implementation as per Lead Educator planning. Assist with individual plans and evaluations through observations and liaison with Lead Educator. Health and safety and room cleanliness and maintenance.

A.6 Director of Friends' Early Years

This position will be offered as a contract appointment and is outside the scope of this Agreement. Therefore the classification structure outlined in this Agreement will not apply to this position.

A.7 Appointments

Subject to relevant regulatory guidelines, employees may be appointed to any position in the classification structure, regardless of their qualifications, where the employer deems their qualifications and experience to be of an equivalent level to the relevant classification.

Schedule B—Supported Wage System

B.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

B.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

B.3 Eligibility criteria

B.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

B.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

B.4 Supported wage rates

B.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause B.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70

Assessed capacity (clause B.5)	Relevant minimum wage
%	%
80	80
90	90

B.4.2 Provided that the minimum amount payable must be not less than \$80 per week.

B.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

B.5 Assessment of capacity

B.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

B.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

B.6 Lodgement of SWS wage assessment agreement

B.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

B.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in this Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

B.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

B.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

B.9 Workplace adjustment

The employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B.10 Trial period

B.10.1 In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- B.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- B.10.3 The minimum amount payable to the employee during the trial period must be no less than \$80 per week.
- B.10.4 Work trials should include induction or training as appropriate to the job being trialled.
- B.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.

Schedule C—National Training Wage

C.1 Title

This is the *National Training Wage Schedule*.

C.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of School refers only to periods out of School beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an the employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

C.3 Coverage

- C.3.1 Subject to clauses C.3.2 to C.3.6 of this schedule, this schedule applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause C.5.4 of this schedule.
- C.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- C.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- C.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- C.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- C.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

C.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- C.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- C.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

C.5 Minimum Wages

C.5.1 *Minimum wages for full-time traineeships*

(a) Wage level A

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	287.90	317.10	377.80
Plus 1 year out of school	317.10	377.80	439.60
Plus 2 years out of school	377.80	439.60	511.60
Plus 3 years out of school	439.60	511.60	585.80
Plus 4 years out of school	511.60	585.80	
Plus 5 or more years out of school	585.80		

(b) Wage level B

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	287.90	317.10	367.60
Plus 1 year out of school	317.10	367.60	422.80
Plus 2 years out of school	367.60	422.80	495.80
Plus 3 years out of school	422.80	495.80	565.60
Plus 4 years out of school	495.80	565.60	
Plus 5 or more years out of school	565.60		

(c) Wage level C

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	287.90	317.10	367.60
Plus 1 year out of school	317.10	367.60	413.80
Plus 2 years out of school	367.60	413.80	462.20
Plus 3 years out of school	413.80	462.20	515.00
Plus 4 years out of school	462.20	515.00	
Plus 5 or more years out of school	515.00		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	608.30	631.90
Wage Level B	586.90	609.50
Wage Level C	534.10	554.30

C.5.2 *Minimum wages for part-time traineeships*

(a) Wage level A

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.47	10.44	12.43
Plus 1 year out of school	10.44	12.43	14.47
Plus 2 years out of school	12.43	14.47	16.83
Plus 3 years out of school	14.47	16.83	19.26
Plus 4 years out of school	16.83	19.26	
Plus 5 or more years out of school	19.26		

(b) Wage level B

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.47	10.44	12.10
Plus 1 year out of school	10.44	12.10	13.91
Plus 2 years out of school	12.10	13.91	16.32
Plus 3 years out of school	13.91	16.32	18.61
Plus 4 years out of school	16.32	18.61	
Plus 5 or more years out of school	18.61		

(c) Wage level C

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.47	10.44	12.10
Plus 1 year out of school	10.44	12.10	13.61
Plus 2 years out of school	12.10	13.61	15.20
Plus 3 years out of school	13.61	15.20	16.94
Plus 4 years out of school	15.20	16.94	
Plus 5 or more years out of school	16.94		

(d) School-based traineeships

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.47	10.44

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	20.01	20.79
Wage Level B	19.29	20.04

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level C	17.57	18.24

- (f) Calculating the actual minimum wage
- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
 - (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
 - (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

C.5.3 *Other minimum wage provisions*

- (a) An employee who was employed by the employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

C.5.4 *Default wage rate*

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

C.6 **Employment Conditions**

- C.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- C.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- C.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is

to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause C.5.2(f)(ii) and not by this clause.

C.6.4 Subject to clause C.3.5 of this schedule, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this schedule.

Appendix D1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

D1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

Training package	AQF certificate level
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

D1.2 Wage Level B

Training package

AQF certificate level

Animal Care and Management	I
	II
	III
Asset Maintenance	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing	II
	III
Automotive Industry Retail, Service and Repair	I
	II
	III
Beauty	II
Caravan Industry	II
	III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I
	II
	III
Extractive Industries	II
	III
Fitness Industry	III
Floristry	II
Food Processing Industry	I
	II
Forest and Forest Products Industry	I
	II
	III
Furnishing	I
	II
	III
Gas Industry	I
	II
Health	II
	III
Local Government (Operational Works)	I
	II

Training package	AQF certificate level
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

D1.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

Schedule D—Apprentices

D.1 Apprentices

- D.1.1 An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.
- D.1.2 For the purposes of this Agreement, an apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.
- D.1.3 An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.
- D.1.4 Subject to appropriate State legislation, the employer must not employ an unapprenticed junior in a trade provided for in this Agreement.
- D.1.5 In order to undertake trade training in accordance with D.1 a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.
- D.1.6 An apprentice who attends a technical school and presents reports of satisfactory attendance and conduct must be reimbursed by their employer for all fees paid by the apprentice in respect of any course prescribed, at the end of each term.
- D.1.7 The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.
- D.1.8 An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.
- D.1.9 Except as provided in this schedule or where otherwise stated all conditions of employment specified in this Agreement will apply to apprentices.
- D.1.10 No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this Agreement or by State legislation.
- D.1.11 No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this Agreement or by State legislation.
- D.1.12 An apprentice must not work under any system of payment by results.
- D.1.13 The employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee's attendance at school for the period.
- D.1.14 The provisions of this schedule will be read in conjunction with any state legislation or regulation relating to apprentices.
- D.1.15 Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship

Authorities over apprentices and employers are deemed not to be inconsistent with this Agreement.

- D.1.16 Apprentices are entitled to the NES, as supplemented by this Agreement, except with respect to Notice of termination and Redundancy pay.
- D.1.17 The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this Agreement.
- D.1.18 The number of apprentices that may be employed by the employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the employer in such trade.

D.2 School-based Apprentices

- D.2.1 A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2.2 A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.2.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.2.4 For the purposes of clause D.2.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.2.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.2.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.2.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.2.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this Agreement.
- D.2.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this Agreement). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.2.10 If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this Agreement) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.2.11 School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (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.

Undertaking Pursuant to Section 190 - Fair Work Act 2014

The Friends School (Early Years) Enterprise Agreement 2015

I, Nelson File, Principal of The Friends School Incorporated, 23 Commercial Road, North Hobart in the State of Tasmania, hereby undertake as follows in relation to *The Friends School (Early Years) Enterprise Agreement 2015*:

1. That Classification Level 1 of Schedule A.5 is only to be applied to junior employees.

2. Clause 18.4 is amended to read:

18.4 Junior employees

A junior employee appointed at Classification 5 is to be paid at the following percentage of the appropriate adult rate for the position performed.

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

3. Clause 30.1 is amended to read:

30.1 Any hours worked, at the request or requirement of the employer, in excess of those hours outlined in Clauses 26.1 and 26.2 of this Agreement for a particular employee, will be paid as overtime at time and one half of the ordinary time rate of pay for the first three hours and double time thereafter. Overtime will not be paid where the additional hours are associated with the activities described in the following clauses:

Clause 19: Professional Development;

Clause 31: Parent/Carer Communication; and

Clause 32: Staff Meetings.

Any additional hours worked at the request or requirement of the employer in respect of the clauses 19, 31 and 32 above will be recorded and accumulated to the annual close down (clause 34.4).

* These are the only circumstances in which overtime shall be paid. A part time employee's hours will have to exceed 38 hours in a week or 8 hours in a day (and not be additional hours associated with activities described in clauses 19, 31, or 32) in order to be eligible for overtime payment.

Signature:



Name: Nelson Finney FILE

Date: 26 June 2015