



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Friends School Incorporated T/A The Friends' School
(AG2016/1280)

THE FRIENDS' SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2015

Tasmania

DEPUTY PRESIDENT DEAN

SYDNEY, 30 JUNE 2016

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

[1] An application has been made for approval of an enterprise agreement known as *The Friends' School (Teachers) 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 t/a The Friends' School. The agreement is a single enterprise agreement.

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

[3] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 7 July 2016. The nominal expiry date of the Agreement is 31 December 2017.

The seal of the Fair Work Commission is circular. It features the Australian coat of arms in the center, with the words 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter and 'AUSTRALIA' at the bottom.

DEPUTY PRESIDENT



The Friends' School

(Teachers)

Enterprise Agreement 2015

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Part 1—Application and Operation

1. Title

This Agreement is The Friends' School (Teachers) Enterprise Agreement 2015.

2. Application

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

3. Commencement and Duration

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

4. Relationship to Other Industrial Instruments

This Agreement replaces The Friends' School (Teachers) Enterprise Agreement 2012 and any previous workplace Agreements, in their entirety.

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

5. Purpose of the Agreement

The purpose of this Agreement is to:

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

- Share equitably the benefits of enhanced service delivery among teachers and the School community;
- Provide a safer and better working environment; and
- Ensure the continuation of the stable industrial relations framework that exists in the School.

6. No Further Claims

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

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

7. Definitions and Interpretation

7.1 In this Agreement, unless the contrary intention appears:

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

all other teachers means an employee who does not have the qualifications of a three year, four year or five year trained teacher.

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).

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

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

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

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (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 in the School.

school education industry means the provision of education in a school registered and/or accredited under the relevant authority in each State or Territory and includes all operations of the school. Where the provision of school education is directed, managed and/or controlled by a central or regional administration of a system of schools it may also include the persons involved in providing such services to schools.

School year means the period of 12 months from the day employees are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes term weeks and non-term weeks.

teacher means a person employed as such by the School who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program. So as to remove any doubt, teacher includes a teacher in a senior leadership position, but not a principal or deputy principal.

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

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

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

8. Agreement Flexibility

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

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates; and
 - (iv) allowances.
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

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

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

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

8.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

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

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing—at any time.

Part 2—Consultation and Dispute Resolution

9. Consultation

9.1 Consultation regarding major workplace change

- (a) Employer to notify
 - (i) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
 - (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

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

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the 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.

9.3 *Employee Representatives*

- (a) The relevant employees may appoint a representative for the purposes of the procedures in this term.
 - If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

10. Dispute Resolution

- 10.1 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;
- (b) part-time employment;
- (c) casual employment; or
- (d) fixed term employment.

11.2 *Terms of engagement*

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

that their extra-curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time teacher.

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

11.3 *Probationary employment*

- (a) All full time and part time teachers, other than fixed term or replacement teachers, will be required to complete a six month probation period on the commencement of their employment (i.e. from the day they first report for work). Where a teacher is absent, other than on paid leave, during the probationary period for any period(s) exceeding two consecutive weeks the teacher's probationary period shall be extended by the total period(s) of the teacher's absence. Subject to completion of a satisfactory performance review at the conclusion of the probationary period, teachers will be granted permanent employment.
- (b) At the discretion of the employer, fixed term or replacement teachers may be required to complete a probation period on the commencement of the teacher's employment. Where a probationary period of employment is required the duration of the probationary period of employment will be determined by the employer and communicated to the prospective teacher in the written offer of employment, and shall form part of the contract of employment. Where a fixed term or replacement teacher is absent, other than on paid leave, during the probationary period for any period(s) exceeding two consecutive weeks the teacher's probationary period may be extended by the total period(s) of the teacher's absence. Where a probationary period is set for a fixed term or replacement teacher the continuation of employment beyond the probationary period is subject to satisfactory completion of their probation.

11.4 *Full-time employment*

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

11.5 *Part-time employment*

- (a) A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time employee in the School. If the hours of a part-time employee rise above 90%, the employee will be considered to be full-time.
- (b) A part-time employee is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time employee in the School.
- (c) An employee (full-time or part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
- (d) The employer cannot vary a part-time employee's teaching load or days of attendance unless:
 - (i) the employee consents; or

- (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides seven weeks' notice in writing in the case of a teacher or where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of seven weeks.
- (e) If a part-time teacher is appointed – in addition to their usual part-time load – to an additional teaching load for any period exceeding 1 week, the following formula will be used to determine the casual weekly payment due to the teacher for the additional load:

$$\frac{\text{Additional Appointment (FTE \%)} \times \text{Salary Scale Rate} + 25\%}{1} \quad 52.18$$

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

11.6 *Casual employment*

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.
- (b) A casual engagement may be extended by agreement between the teacher and the employer provided the total period of the engagement does not exceed one School term.
- (c) The rates of pay for a casual employee are contained in clause 15.11.

11.7 *Fixed term employment*

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

- (a) undertake a specified project for which funding has been made available;
- (b) undertake a specified task which has a limited period of operation; or
- (c) replace an employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.

12. Termination of Employment

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

12.2 *Notice of termination by the employer*

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

12.3 Notice of termination by an employee

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

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

12.5 Job search entitlement

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

12.6 Exclusions

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

12.7 Statement of service

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

13. Involuntary Employment Separation

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

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

13.3 Transfer to lower paid duties

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

13.4 Redundancy payment

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

Years of Continuous Service	Weeks of Pay at Ordinary Time Rate
More than 1	4 weeks

More than 2	6 weeks
More than 3	8 weeks
More than 4	10 weeks
More than 5	12 weeks
More than 6	14 weeks
More than 7	16 weeks
More than 8	18 weeks
More than 9	20 weeks
More than 10	22 weeks
11 or more	24 weeks

13.5 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 previous 12 months of service.

13.6 *Employee leaving during notice period*

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

13.7 *Job search entitlement*

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 12.5.

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

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

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

13.9 *Part-time employees*

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

Part 4—Minimum Wages and Related Matters

14. Classifications

14.1 *Duties of an employee*

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

14.2 Evidence of qualifications

- (a) On engagement, the employer may require that the employee provide documentary evidence of qualifications and teaching experience. If the employer considers that the employee has not provided satisfactory evidence, and advises the employee in writing to this effect, then the employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the employer will not unreasonably refuse to recognise the qualifications or teaching experience of an employee.
- (b) Where an employee has completed further teaching experience with another employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the employee provided satisfactory evidence to the employer within three months of completion. In all other cases the employee will be classified and paid from the date satisfactory evidence is provided.

14.3 Entry points and progression

- (a) Unqualified teachers and teachers teaching on a limited authority to teach will commence on a step of the salary scale determined by the employer following consideration of the employee's qualifications, skills and experience but will not progress beyond step 6 of the salary scale detailed in clause 15.5 of this Agreement other than at the discretion of the employer.
- (b) A teacher who is recognised as two year trained will commence on a step of the salary scale determined by the employer following consideration of the employee's qualifications, skills and experience but will not progress beyond Step 8 of the salary scale detailed in clause 15.5 of this Agreement other than at the discretion of the employer.
- (c) A teacher who is recognised as three year trained will commence on a step of the salary scale determined by the employer following consideration of the employee's qualifications, skills and experience but will not progress beyond Step 10 of the salary scale detailed in clause 15.5 of this Agreement other than at the discretion of the employer.
- (d) A teacher who is recognised as four year trained will commence on Step 5 of the salary scale detailed in clause 15.5 of this Agreement.
- (e) A teacher who is recognised as five year trained will commence on Step 7 of the salary scale detailed in clause 15.5 of this Agreement and will skip Step 10.
- (f) If a teacher attains a further recognised teaching qualification, or an unqualified teacher or teacher teaching on a limited authority to teach attains a recognised teaching qualification, then their entry point and progression will be adjusted according to the level of their teaching qualifications.
- (g) Effective from the date of approval of this Agreement, and subject to a teacher's satisfactory service during the previous 12 months, full time and part time teachers will progress at the rate of one step of the teaching salary scale for each completed full

School year of continuous service. For the purposes of this clause a full School year of continuous service is defined as a calendar year in which the teacher is continuously employed for the duration of the School year.

15. Salaries

- 15.1 From 1 May 2017 the salaries prescribed by this clause will be increased by the percentage increase that results in the salary of a Friends' School SCT being set at 3.5% more than the rate prescribed, at the time, for a Tasmanian Department of Education Band 1 Level 12 (B1 L12) Teacher (inclusive of annual leave loading). Where the DoE salary scale is replaced or modified, the equivalent level of any substitute scale will apply.
- 15.2 Notwithstanding clause 15.1 the minimum wage increase from 1 May 2017 shall be the Hobart CPI – All Groups consumer price index increase for the year ending 31 December 2016.
- 15.3 Provided also that should the salary of a Friends' School SCT fall below 103.5% of the Tasmanian Department of Education Band 1 Level 12 (B1 L12) Teacher (inclusive of annual leave loading) in the period after 1 May 2017 and before the 31 December 2017 (the notional expiry date of the Agreement) the salaries prescribed by this clause shall be increased as per the formula in clause 15.1 of this Agreement, with effect from the same date as the variation to the rate prescribed for Tasmanian Department of Education Band 1 Level 12 (B1 L12) Teachers (inclusive of annual leave loading) and maintained until such time as this Agreement is replaced.
- 15.4 Should the result produced by the application of either clause 15.1 or clause 15.2 result in a negative figure then existing salary rates will be maintained.
- 15.5 The following salaries are operative from the first full pay period commencing on or after the dates indicated.

Salary Scales	31/12/14 Existing EA		1/5/15 +2.07%		1/1/2016 +3%
	4yt scale	5yt scale	4yt scale	5yt scale	
Step 1	\$55,372		\$56,518		\$58,214
Step 2	\$57,120		\$58,302		\$60,051
Step 3	\$58,914		\$60,134		\$61,938
Step 4	\$60,713		\$61,970		\$63,829
Step 5	\$62,510		\$63,804		\$65,718
Step 6	\$65,720		\$67,080		\$69,092
Step 7	\$69,108	\$69,108	\$70,539	\$70,539	\$72,655
Step 8	\$72,661	\$73,086	\$74,165	\$74,599	\$76,837
Step 9	\$76,412	\$76,857	\$77,994	\$78,448	\$80,801
Step 10	\$80,344		\$82,007		\$84,921
Step 11	\$84,479	\$84,922	\$86,228	\$86,680	\$89,280
Step 12	\$88,455	\$88,836	\$90,286	\$90,675	\$93,395
SCT	\$91,949	\$91,949	\$93,852	\$93,852	\$96,668

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

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

15.8 National Minimum Wage Order increases which apply during the life of this Agreement are absorbed by the agreed salary levels specified by clause 15.5 of this Agreement and do not flow on to the Agreement.

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

15.10 *Part-time employee*

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

15.11 *Casual employee*

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

Full day	Weekly rate calculated in accordance with clause 15.5 divided by 5 plus 25%
Half day	Weekly rate calculated in accordance with clause 15.5 divided by 10 plus 25%
Quarter day	Weekly rate calculated in accordance with clause 15.5 divided by 20 plus 25%

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

16. Allowances

16.1 Responsibility allowances

- (a) The allowance rates set out in this clause are inclusive of any entitlement to annual leave loading.
- (b) A responsibility allowance is payable where the employer requires a teacher to perform duties or adopt responsibilities that the employer considers to be in excess of the ordinary duties of a teacher at The Friends' School and those specified in this Agreement. In such circumstances the employee shall be paid, in addition to his or her normal salary, a responsibility allowance based on the skills required and the nature of the additional duties or responsibilities, while ever such additional duties or responsibilities are being performed. **Provided that;** a responsibility allowance is only payable if the period of additional duties or responsibilities exceeds 1 term.
- (c) The level of any responsibility allowance to be paid is determined by the employer. The methodology used to determine the level of the allowance will be made available to a teacher concerned. The methodology used or any determination reached may be revised, using the usual consultative mechanisms of the School. A teacher affected by any revision of the methodology used or determination reached must be individually advised within 7 days of the revision.
- (d) The employer determines the degree of time release for a particular responsibility.
- (e) Before commencing a period of additional duties or responsibilities that attracts a responsibility allowance, the teacher will be provided the following written advice -
 - the amount of the allowance;
 - the additional duties or responsibilities to be carried out;
 - the duration of the period of additional duties or responsibilities; and
 - where the employer believes it to be appropriate for the nature of the additional responsibilities, the period of notice to be given to change or terminate the arrangements.

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

Salary Scales	31/12/14 Existing EA	1/5/15 +2.07%	1/1/16 + 3%
Level 1 - 2%	\$1,768	\$1,805	\$1,868
Level 2 - 4%	\$3,538	\$3,611	\$3,736
Level 3 - 6%	\$5,308	\$5,418	\$5,604
Level 4 - 8%	\$7,077	\$7,223	\$7,472
Level 5 - 10%	\$8,845	\$9,028	\$9,340
Level 6 - 12%	\$10,615	\$10,835	\$11,207
Level 7 - 14%	\$12,383	\$12,639	\$13,075
Level 8 - 16%	\$13,981	\$14,270	\$14,943
Level 9 - 18%	\$15,730	\$16,056	\$16,811
Level 10 - 20%	\$17,477	\$17,839	\$18,679

- (g) The percentage increase detailed by sub-clause 15.1 or 15.2 of this Agreement will also apply to this clause. As is the case with sub-clause 15.1 or 15.2, any differential will be maintained until this Agreement is replaced.

16.2 Temporary Responsibility Allowance

- (a) The allowance rates set out in this clause are inclusive of any entitlement to annual leave loading.
- (b) If the employer requires a teacher to perform additional duties or accept additional responsibilities for a period of one term or less, but not less than a fortnight, the teacher is entitled to a temporary responsibility allowance based on the table at 16.1(f) of this Agreement.
- (c) All other provisions of clause 16 of this Agreement apply, save and except for the following:

- A teacher performing the duties of another teacher in receipt of a responsibility allowance will be paid the appropriate allowance for those duties or part of those duties, for the period of the temporary appointment.
- A temporary responsibility allowance entitlement continues during a period of approved leave; provided that, the period of leave is within the agreed period of temporary appointment.
- Service increments applying to a teacher's salary under the Agreement are taken into account and not absorbed into the total salary if a service increment occurs during the period of temporary appointment.
- A temporary responsibility allowance is not considered to be part of a teacher's total salary, except for superannuation payments required by legislation.

16.3 Vehicle allowance

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

16.4 Overnight allowance

- (a) An Overnight Allowance will be payable to a part-time or a full-time teacher who is required by the employer to stay overnight in a tent, hostel, school camp (including the Far South Wilderness Camp), or a similar standard of accommodation, for purposes of accompanying students on an overnight activity or excursion.
- (b) Entitlement to an Overnight Allowance will be assessed on a night-by-night basis by the employer and may not be payable for all nights of a particular activity or excursion.
- (c) The teacher, or other employee, leading the activity or excursion will be responsible for notifying teachers accompanying the activity or excursion of any nights for which they are entitled to claim an Overnight Allowance. However it is the individual teacher's responsibility to complete and lodge an appropriately authorised application for an Overnight Allowance.
- (d) Notwithstanding any other provisions of this Agreement, a teacher will not be entitled to claim an Overnight Allowance for any activity or excursion;
- (i) which they are leading or accompanying as a volunteer or where their attendance is not required by the employer; or
 - (ii) that is conducted by an organisation other than The Friends' School.

- (e) Notwithstanding any other provisions of this Agreement, an outdoor education teacher will not be entitled to claim an Overnight Allowance.
- (f) Where applicable the Overnight Allowance payable in accordance with this clause will be \$120 per night.
- (g) The allowance specified in sub-clause 16.4(f) is subject to indexation at the rate and timing specified for salaries in accordance with the provisions of clause 15 of this Agreement.

16.5 *Adjustment of expense related allowances*

Apart from 16.1 – Responsibility Allowance and 16.2 Temporary Responsibility Allowance allowances shall be increased on the 1 July each year in line with the Fair Work Commission Annual Wage Review Decision. The increase shall be the amount the Fair Work Commission determines to increase the minimum wage by in accordance with the Annual Wage Review Decision.

17. Payment of Salaries

Payment of wages may be fortnightly or monthly. The School will implement fortnightly payments when administratively practical during the life of this Agreement.

18. Salary Sacrifice

18.1 *Application*

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

18.2 *Definitions*

“Benefits” - means the benefits selected by a teacher 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 a teacher to salary sacrifice superannuation – at or above the minimum level specified by the employer. Contributions will be made in accordance with clause 19 of this Agreement; and
- Childcare fees at Friends’ Early Years, based on an agreed level of care to be maintained for each calendar year.

18.3 *Conditions of employment*

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

18.4 Salary packaging

The employer may offer to provide and a teacher may accept, in writing -

- the benefits selected by the teacher from those salary sacrifice benefits made available by the employer; and
- a wage equal to the difference between the benefit value and the wage which would have applied to the teacher pursuant to clause 18.3, in the absence of an agreement under this clause.

18.5 Taxation liability

The teacher 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 a teacher under this clause. Any such amounts included in the calculation of benefit value will be recognised as a contribution from the teacher towards the liability imposed by this clause.

18.6 Overpayments and other liabilities

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

- the employer is entitled to reimbursement of any overpayment; and
- the teacher is responsible for any other liability incurred.

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

18.7 Changes to packages

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

18.8 Cessation of arrangements

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

- by written notice of at least two pay cycles from the teacher; and
- on termination of the teacher's employment; and
- if the employer is unable to continue such arrangements; and
- if legislative changes prevent continuation of such arrangements.

18.9 Notification of benefit value

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

18.10 *Application*

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

18.11 *Calculation of salary during leave*

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

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

Formula Explanation:

W = the wage determined pursuant to clause 18.4 of this Agreement; and

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

B = the benefit value; and

A = the amount of wages.

18.12 *Other payments*

Any other payment that is calculated by reference to the teacher'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 teacher pursuant to clause 18.3, in the absence of an agreement pursuant to clause 18.4 of this Agreement.

18.13 *Independent advice*

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

19. Superannuation

19.1 *Superannuation legislation*

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

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 *Employer contributions*

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

19.3 *Voluntary employee contributions*

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.1(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.1(a) or (b) was made.

19.4 *Superannuation fund*

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

19.5 *Superannuation fund – salary sacrificing*

A Teacher may elect any Complying Superannuation Fund into which the employer will contribute salary sacrifice superannuation contributions determined under clause 18 of this Agreement. Provided that a teacher 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 a teacher 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 teacher under this Agreement.

Where a Teacher 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 teacher 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 Teacher as a result of the salary sacrifice must also be directed to that fund as superannuation.

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

Part 5—Hours of Work and Related Matters

20. Ordinary Hours of Work

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

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

20.3 *Minimum Attendance Hours*

- (a) A full time teacher will be required to be in attendance for a minimum of 35 hours per week during term time.
- (b) A part time teacher is required to be in attendance for a proportionate number of hours, determined by reference to their FTE (i.e. 35 hours x the employee's FTE = weekly required attendance hours).

20.4 *Hours of Contact Time*

- (a) The hours of contact time for full-time primary teachers is 22 hours per week, which includes regularly timetabled periods of pastoral care.
- (b) The hours of contact time for full-time secondary teachers and full-time specialist teachers is 20 hours per week, which includes regularly timetabled periods of pastoral care.
- (c) In any instance no more than 6 hours of timetabled lessons shall be scheduled for any teacher on any one day.

20.5 *Contact Time*

Contact time means -

- regularly timetabled periods for the delivery of the formal curriculum, including regularly timetabled sport and recreation in the Junior School; &
- regularly timetabled pastoral care periods where things such as absenteeism are checked, School information distributed and student pastoral care provided.

20.6 *Other Duties*

Other duties include -

- Playground (buildings and grounds) duties, attendance at Assemblies and Gatherings, tutorials for students and supervisory duties, including supervision for absent teachers, except where these are negotiated as part of a teacher's contract of employment. Such additional duties will not exceed an average of 3 hours per week.
- Co-curricular duties after School hours and at weekends normally held during term time. Such duties will normally be 40 hours per year.

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

20.7 Other Duties and Minimum Breaks

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

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

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

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

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

- 2015, 187 days
- 2016, 189 days
- 2017, 187 days

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

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

- (a) co-curricular activities that are conducted on a weekend;
- (b) School related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
- (c) when the employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
- (d) when the employee has boarding house responsibilities and the employee is performing those duties during term weeks and non-term weeks; and
- (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which an employee may be recalled to perform duties relating to their position.

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

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

21. Breaks

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

Part 6—Leave and Public Holidays

22. Annual Leave

22.1 Amount of leave

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

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

Annual leave will be taken as it accrues and will be taken on that basis throughout each calendar year during the life of this Agreement.

22.2 Pro rata payment of salary inclusive of annual leave

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

The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro rata salary where an employee's employment ceases; or
- (b) in the calculation of payment in regard to pro rata salary if:
 - (i) an employee commenced employment after the School service date;
 - (ii) an employee has taken leave without pay of more than two term weeks since the School service date; or
 - (iii) the hours which an employee has worked at School have varied since the School service date.

22.3 Calculation of payments

$$P = \frac{s \times c}{b} - d$$

P is the payment due

s is the total salary paid in respect of term weeks, or part thereof, since the School service date or the date of employment in circumstances where the employee has been employed by the employer since the School service date.

b is the number of term weeks, or part thereof in the School year

c is the number of non-term weeks, or part thereof, in the School year

- b is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the School service date or date of employment in circumstances where the employee has been employed by the employer since the School service date

22.4 *For the purpose of this clause:*

- (a) **School service date** means the date from which employees are paid at the commencement of the School year in their first year of service with the employer; and
- (b) **employee** means an employee other than a casual employee.

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

22.6 *Termination of employment*

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

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

An employee who commences employment after the usual date of commencement at the School in any School year, will be paid from the date the employee commences, provided that at the end of the last School term or final semester in that year, the employee must be paid an amount calculated pursuant to clause 22.5 and will receive no salary or other payment other than payment under this clause until the School service date or the resumption of Term 1 or first semester in the following School year.

22.8 *Employees who take approved leave without pay*

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

- (a) if the leave without pay commences and concludes in the same School year, the payment will be calculated and made at the conclusion of the last School term or final semester in that year; and
- (b) if the leave without pay is to conclude in a School year following the School year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the School year in which the leave commences; or
 - (ii) at the end of the last School term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School year.

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

23. Personal/Carer's Leave and Compassionate Leave

- (a) Personal/carers' leave and compassionate leave are provided for in the NES, with the following additional entitlements.

- (b) Full-time and part-time permanent employees commencing employment with the employer on/or after 1 January 2015 will receive an initial 20 days personal leave credit upon commencement in addition to their NES entitlements.
- (c) This entitlement will be made on a pro-rata basis for part-time employees based on their fractional appointment at the time of their commencement.

24. Community Service Leave

Community service leave is provided for in the NES.

25. Public Holidays

25.1 Public holidays are provided for in the NES.

25.2 *Substitution of public holidays*

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

26. Unpaid Parental Leave

Parental leave is provided for in the NES.

27. Paid Parental (Paternity) Leave

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

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

27.3 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.

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

27.4 A teacher who terminates his or her employment following a period of paid paternity leave - without resuming his or her employment for a minimum of 12 weeks - may be required to forfeit his or her 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.

27.5 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.

28. Paid Parental (Maternity) Leave

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

- a continuous period of up to 12 weeks leave on full pay, to be taken within the period commencing 6 weeks prior to the expected date of delivery and concluding 12 weeks after the actual date of delivery; &
- additional leave without pay, to bring the aggregate leave to a continuous period of not more than 104 weeks.

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

- a continuous period of up to 12 weeks paid leave, on a pro-rata basis, within the period commencing 6 weeks prior to the expected date of delivery and concluding 12 weeks after the actual date of delivery; &
- additional leave without pay to bring the aggregate leave to a continuous period of not more than 104 weeks.

28.3 A teacher who terminates her employment following a period of paid and/or unpaid maternity leave - without resuming her employment for a minimum of 12 weeks - may be required to forfeit her entitlement to paid maternity leave. In such an event, payments already made must be refunded in full or deducted in settlement of any final pay and entitlements.

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

29. Renewal Leave Scheme

29.1 Philosophy

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

29.2 Eligibility

A teacher with at least 2 years continuous service, other than a temporary, casual or emergency teacher, may request to participate in the Renewal Leave Scheme (RLS).

29.3 Payment

- (a) If participation in the RLS is approved, the annual salary payable to the teacher is 80% of the appropriate salary and responsibility allowance, if applicable, pursuant to clauses

15.5, 16.1 and 18 of this Agreement that would apply to the teacher during their participation in the RLS.

- (b) After 4 years of continuous participation in the RLS on the rate prescribed by clause 29.3(a), the teacher is entitled to the 5th year as renewal leave.
- (c) While on renewal leave the teacher will be paid the rate prescribed by clause 29.3(a). Unless otherwise agreed in writing, payment will be in accordance with normal payment of salary procedures.
- (d) Any other payment calculated by reference to the teacher's salary and payable on either termination of employment, in respect of untaken paid leave, or on death, will be paid at the rate of pay that would have otherwise been applicable to the teacher under this Agreement, if they had not elected to participate in the RLS.
- (e) An amount equal to the teacher's deferred salary, as determined by clause 29.3(a) of this Agreement, will be paid to a teacher who has elected to participate in the RLS for each year, or part thereof, since they commenced in the RLS if a teacher -
 - dies; or
 - terminates their employment; or
 - is terminated by the employer; or
 - ceases to participate in the RLS, pursuant to clause 29.4(a) of this clause; or
 - takes a shorter period of renewal leave, pursuant to clause 29.4(b) of this clause.
- (f) A period of renewal leave will be treated as leave without pay for all other provisions of this Agreement, including service increments and progression.

29.4 *Other conditions applying*

- (a) Once an application to participate in the RLS has been approved, withdrawal from the scheme must be mutually agreed, in writing.
- (b) Renewal leave taken pursuant to clause 29.3(b) must be taken as a whole School year, commencing at the beginning of the School year, unless otherwise mutually agreed in writing. The Principal will at his or her discretion consider requests for renewal leave of shorter periods than a year, for example semester blocks.
- (c) If a teacher has either taken his or her renewal leave or a shorter period of renewal leave, as agreed pursuant to clause 29.4(b), or withdrawn from the RLS, pursuant to clause 29.4(a), and again wishes to participate in the RLS, a fresh application must be made.
- (d) The parties agree that the efficient operation of the School must be a consideration in the requesting and approval of leave under the RLS.

29.5 *Renewal leave and long service leave*

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

- (b) If a teacher takes long service leave immediately before or immediately after renewal leave, only the period of long service leave will count as service for the purposes of other entitlements under this Agreement, the Award or the NES
- (c) If a teacher participating in the RLS takes long service leave during their first 4 years in the scheme, they can elect to -
 - (i) take long service leave at their salary rate prescribed by sub-clause 29.3(a); or
 - (ii) take long service leave at their appropriate salary as prescribed by clause 15.5 of this Agreement.
- (d) If a teacher makes an election pursuant to clause 29.5(c)(ii) progression towards qualification of the renewal year is suspended for the period of long service leave.

Part 7—Other Conditions of Employment

30. Child Care

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

31. Part-Time Teachers Attendance Non-Teaching Activities

31.1 Attendance at professional activity/staff days

- (a) A part-time teacher is required to attend professional activity/staff (PAS) days in proportion to their fractional appointment. For example, a 0.5 teacher would be required to attend 0.5 of the total PAS days each year; provided that, the first PAS day of the year is attended and relevant sections of the 2 subsequent PAS days are attended.
- (b) If a part-time teacher is unable to attend the first PAS day for legitimate and compelling reasons, e.g. - other employment obligations, a teacher must provide written notification to their Head of School, explaining their inability to attend, at least 1 week before the first PAS day.
- (c) If a part-time teacher is required to attend a PAS day that is not one of the first 3 PAS days on a day that is not a normal working day, for that teacher, a teacher will be paid for that attendance.

31.2 Attendance at meetings

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

32. Professional Development/Planning Days

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

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

33. Union Training Leave

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

Part 8—Signatures

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

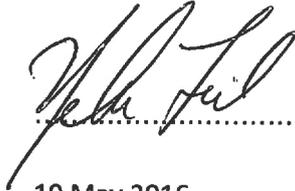
This agreement is signed for and on behalf of the parties:

FOR THE EMPLOYER:

Nelson File

Principal

The Friends School Inc.



.....

Date 19 May 2016

Address 23 Commercial Road, North Hobart TAS 7000

Witnessed by (signature)



Witness name in full (printed) Shaun Sargent

Witness address 23 Commercial Road, North Hobart TAS 7000

FOR THE EMPLOYEES:



.....

Name Lyn Tunbridge

Date 19 May 2016

Address 23 Commercial Road, North Hobart TAS 7000

Witnessed by (signature)



Witness name in full (printed) Louise Bridge

Witness address 23 Commercial Road, North Hobart TAS 7000

Schedule A—Supported Wage System

A.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.

A.2 In this schedule:

- (a) **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
- (b) **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
- (c) **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
- (d) **Relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged
- (e) **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
- (f) **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

A.3 Eligibility criteria

A.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.

A.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.

A.4 Supported wage rates

A.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 A.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40

Assessed capacity (clause A.5)	Relevant minimum wage
%	%
50	50
60	60
70	70
80	80
90	90

A.4.2 Provided that the minimum amount payable must be not less than \$81 per week.

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

A.5 Assessment of capacity

A.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.

A.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.

A.6 Lodgement of SWS wage assessment agreement

A.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.

A.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 the 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.

A.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.

A.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.

A.9 Workplace adjustment

Where the employer wishes to employ a person under the provisions of this schedule they 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.

A.10 Trial period

- A.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.
- A.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.
- A.10.3 The minimum amount payable to the employee during the trial period must be no less than \$81 per week.
- A.10.4 Work trials should include induction or training as appropriate to the job being trialled.

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 A.5.