



Fahan School (General Staff) Enterprise Agreement 2024

Your IEU-negotiated Agreement
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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Fahan School
(AG2023/5347)

FAHAN SCHOOL (GENERAL SCHOOL) ENTERPRISE AGREEMENT 2024

Educational services

DEPUTY PRESIDENT BOYCE

SYDNEY, 29 JANUARY 2024

Application for approval of the Fahan School (General Staff) Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement to be known as the *Fahan School (General Staff) Enterprise Agreement 2024* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by The Fahan School (**Employer**). The Agreement is a single enterprise agreement.

NERR issue

[2] There was an issue raised by the Commission with the Employer regarding a discrepancy between the Agreement title set out in the Notice of Employee Representational Rights (**NERR**) provided to relevant employees, and the title of the Agreement filed with the Commission (as approved by relevant employees).¹ Having regard to the submissions of the Employer provided on 25 January 2024, I find that this issue constitutes a minor procedural and/or technical error. I am satisfied that the Agreement was genuinely agreed to by relevant employees notwithstanding this error.² I am also satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the error.³

Coverage of employee organisation

[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 to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

¹ Note the requirements of ss. 173 and 174 of the *Fair Work Act 2009*.

² See s.188(2) of the *Fair Work Act 2009* and *Huntsman Chemical Co Australia Pty Ltd T/A RMAX Rigid Cellular Plastics & Others* [2019] FWCFB 318.

³ *Ibid.*

Conclusion

[4] I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 February 2024. The nominal expiry date of the Agreement is 31 December 2026.



DEPUTY PRESIDENT

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Fahan School (General Staff) Enterprise Agreement 2024

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2. TITLE

This Agreement shall be known as the Fahan School (General Staff) Enterprise Agreement 2024.

3. DEFINITIONS

Act mean the *Fair Work Act 2009*.

Agreement means the *Fahan School (General Staff) Enterprise Agreement 2024*.

Award means the *Educational Services (General Staff) Award 2020*.

NES means the National Employment Standards as set out in Part 2-2 of the Act (as defined).

4. PARTIES TO THE AGREEMENT

The parties to the agreement are:

- (a) Fahan School A.C.N. 009 575 517, Fisher Avenue, Sandy Bay (the “employer”)
- (b) The employees employed by the employer within the scope of the Award, with the exception of:
 - (i) Boarding House Tutors who are not covered by this agreement, and are employed under the terms and conditions of their contracts of employment and the Award; and
 - (ii) Teacher’s Aides who are employed under a Commonwealth funding arrangement to work with a student with special needs, who are not covered by this agreement, and are employed under the terms and conditions of their contracts of employment and the Award.
- (c) Independent Education Union (Victoria/Tasmania Branch), Clarendon Street, Southbank

5. SCOPE OF AGREEMENT

This Agreement applies to all employees employed by the employer under the scope of the Award with the exception of employees detailed in sub-clauses 4(b)(i) and 4(b)(ii) of this Agreement.

6. DATE, DURATION AND RENEGOTIATION OF THE AGREEMENT

This Agreement shall come into effect from 1 January 2024 (or the date of commencement determined by the Fair Work Commission if otherwise) and shall expire on 31 December, 2026.

The parties will meet no later than six months prior to 31 December 2026 to review this Agreement.

7. RELATIONSHIP TO THE MODERNISED AWARD AND THE NES

- (a) From the date of ratification of this Agreement it shall be read and interpreted in conjunction with the Award.

In addition, the NES prescribe the minimum employment conditions for all employees employed in the Federal jurisdiction (as is the case for employees covered by this Agreement and the Award).

It is important to note:

- (i) This Agreement is to be read in conjunction with the Award, as in force from time to time.
- (ii) To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award this Agreement will override the Award term or condition.
- (iii) Where this Agreement is silent on a particular matter the relevant terms of Award shall apply.

- (iv) Where this Agreement and the Award are silent on a particular matter the relevant terms of the NES shall apply.
- (v) The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

Where a clause of the Award is varied or is not to apply this will be detailed and the commencement of the relevant clause. Where there is an unintentional diminution of a relevant provision of the NES by a provision of this Agreement the NES provision shall apply to the extent of the diminution.

8. SUPERSESSION

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

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

9. OBJECTIVES

The objective of this Agreement is to provide:

- (a) opportunities for the Board, Management and General Staff Employees of the School to work together in contributing to the School's aims, objectives and philosophy; and
- (b) a working environment that provides opportunity for employee development and fulfilment and promotes an inclusive, mutually respectful relationship between employer and employee.

10. AGREEMENT VARIATIONS

Any proposal to vary this Agreement, other than by individual flexibility agreements determined accordance with the processes and procedures set out in section 12, shall occur in accordance with the requirements of the Act.

11. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)

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

- (a) this Agreement; and/or
- (b) the Award; and/or
- (c) the NES.

Provided that where a disputed condition of employment remains unresolved following negotiation between the parties the matter may be referred to the Fair Work Commission for resolution, who are allowed the power to arbitrate in relation to the matter(s) in dispute. Either or both parties to a dispute are entitled to appoint representation if they choose.

Provided also that, as a condition of this Agreement, the employer will facilitate and fund dispute resolution training for two non-teaching employees each year for the duration of the Agreement.

12. AGREEMENT FLEXIBILITY TERM

- (a) An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - 1. arrangements about when work is performed;
 - 2. overtime rates;
 - 3. penalty rates;
 - 4. allowances;
 - 5. leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in sub-clause 12(a)(i); and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under Section 172 of the Act; and
 - (ii) are not unlawful terms under Section 194 of the Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) 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
 - (iv) includes details of:
 - 1. the terms of the enterprise agreement that will be varied by the arrangement; and
 - 2. how the arrangement will vary the effect of the terms; and
 - 3. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

13. AGREEMENT CONSULTATION TERM

- (a) This term applies if the employer:
 - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (b) For a major change referred to in sub-clause 13(a)(i):
 - (i) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) clauses 13(c) to (i) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) 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.
- (e) As soon as practicable after making its decision, the employer must:
 - (i) discuss with the relevant employees:
 1. the introduction of the change; and
 2. the effect the change is likely to have on the employees; and
 3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 1. all relevant information about the change including the nature of the change proposed; and
 2. information about the expected effects of the change on the employees; and
 3. any other matters likely to affect the employees.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clauses 13(b)(i) and clauses 13(c) and (e) are taken not to apply.

- (i) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in sub-clauses 13(a)(ii):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) clauses 13(k) to (o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (l) 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.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion provide to the relevant employees:
 1. all relevant information about the change, including the nature of the change; and
 2. information about what the employer reasonably believes will be the effects of the change on the employees; and
 3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (p) In this term:

Relevant employees means the employees who may be affected by a change referred to in clause 13(a).

14. WAGE RATES, WAGE REVIEW MECHANISM AND CLASSIFICATIONS

(a) Classification Levels and Weekly Wage Rates

Effective from 1 January, 2024 sub-clauses 14(a)(i), 14(a)(ii) and 14(a)(iii) herein set out the minimum weekly wage rates payable to employees covered by this Agreement depending on their classification and experience. Sub-clause 14(a)(iv) sets out the salary review mechanism for 2025 and 2026.

(i) Classifications and Wage Rates for Employees Other than Teacher Assistants and Technicians

1. For the life of this Agreement this sub-clause 14(a)(i)1 overrides sub-clauses 17.1 and 17.2 (a) and (b) of the Award.

Level	Step	2023	2024	
		Existing Weekly Rate	5.00% eff. 1 Jan, 2024	
			Weekly Rate	Step
1.1	1	\$945.30	\$992.60	
	2	\$964.20	\$1,012.50	\$19.90
	3	\$983.10	\$1,032.30	\$19.90
1.2	1	\$983.00	\$1,032.20	
	2	\$1,002.70	\$1,052.80	\$20.60
	3	\$1,022.40	\$1,073.50	\$20.70
2.1	1	\$1,028.70	\$1,080.10	
	2	\$1,049.30	\$1,101.80	\$21.70
	3	\$1,069.90	\$1,123.40	\$21.60
3.1	1	\$1,076.10	\$1,129.90	
	2	\$1,097.60	\$1,152.50	\$22.60
	3	\$1,119.10	\$1,175.10	\$22.60
4.1	1	\$1,138.20	\$1,195.10	
	2	\$1,161.00	\$1,219.10	\$24.00
	3	\$1,183.80	\$1,243.00	\$23.90
4.2	1	\$1,197.40	\$1,257.30	
	2	\$1,221.30	\$1,282.50	\$25.20
	3	\$1,245.20	\$1,307.60	\$25.20
5.1	1	\$1,237.10	\$1,299.00	
	2	\$1,261.80	\$1,325.00	\$26.00
	3	\$1,286.50	\$1,351.00	\$26.00

Table 14(a)(i)1. (continued)

Level	Step	2023	2024	
		Existing Weekly Rate	5.00% eff. 1 Jan, 2024	
			Weekly Rate	Step
6.1	1	\$1,347.50	\$1,414.90	
	2	\$1,374.50	\$1,443.20	\$28.30
	3	\$1,401.50	\$1,471.60	\$28.40
7.1	1	\$1,486.40	\$1,560.70	
	2	\$1,516.10	\$1,591.90	\$31.20
	3	\$1,545.80	\$1,623.10	\$31.20
7.2	1	\$1,534.70	\$1,611.40	
	2	\$1,565.40	\$1,643.70	\$32.30
	3	\$1,596.10	\$1,675.90	\$32.20
7.3	1	\$1,583.40	\$1,662.60	
	2	\$1,615.10	\$1,695.90	\$33.30
	3	\$1,646.80	\$1,729.10	\$33.20
8	1	\$1,728.70	\$1,815.10	
	2	\$1,763.30	\$1,851.50	\$36.40
	3	\$1,797.90	\$1,887.80	\$36.30

2. The commencement levels for employees classified and remunerated in accordance with this clause 14(a)(i) will be determined by reference to clause 17.2(c) of the Award.

(ii) **Classifications, Wage Rates, Progression, Responsibility Allowances for Teacher Assistants**

1. For the life of this Agreement this sub-clause 14(a)(ii) overrides sub-clauses 17.1 and 17.2 of the Award.

Experience/ Service Step	2024 Annual Salary (ft)	2024 Hourly Rate	Teacher Assistants			
			Unqualified	Cert III	Cert IV	Assoc. Diploma
Step 1	\$64,000	\$32.28	Y1			
Step 2	\$64,750	\$32.66	Y2	Y1		
Step 3	\$65,500	\$33.04	Y3	Y2	Y1	
Step 4	\$66,250	\$33.42	Y4	Y3	Y2	Y1
Step 5	\$67,000	\$33.79	Y5	Y4	Y3	Y2
Step 6	\$67,750	\$34.17	Y6	Y5	Y4	Y3
Step 7	\$68,500	\$34.55	Y7	Y6	Y5	Y4
Step 8	\$69,250	\$34.93		Y7	Y6	Y5
Step 9	\$70,000	\$35.31			Y7	Y6
Step 10	\$70,750	\$35.69				Y7

- A. An unqualified Teacher Assistant, who does not hold a qualification relevant to the role, and has no prior relevant work experience will commence at Step 1, and progress on the completion of each 12 months of satisfactory service until they reach classification Step 7.
- B. An unqualified Teacher Assistant, who does not hold a qualification relevant to the role, yet has prior relevant work experience will commence at the Step within the above unqualified scale which recognises the previous relevant work experience. From that point the employee will progress on the completion of each 12 months of satisfactory service until they reach classification Step 7.
- C. A Teacher Assistant, who holds a Certificate III qualification relevant to the role, and has no prior relevant work experience will commence at Step 2, and progress on the completion of each 12 months of satisfactory service until they reach classification Step 8.
- D. A Teacher Assistant who holds a Certificate III qualification relevant to the role, and has prior relevant work experience will commence at the point in the above scale which recognises that qualification and the previous relevant work experience. From that point the employee will progress on the completion of each 12 months of satisfactory service until they reach classification Step 8.
- E. A Teacher Assistant, who holds a Certificate IV qualification relevant to the role, and has no prior relevant work experience will commence at Step 3, and progress on the completion of each 12 months of satisfactory service until they reach classification Step 9.

- F. A Teacher Assistant, who holds a Certificate IV qualification relevant to the role, and has prior relevant work experience will commence at the point in the above scale which recognises that qualification and the previous relevant work experience. From that point the employee will progress on the completion of each 12 months of satisfactory service until they reach classification Step 9.
- G. A Teacher Assistant, who holds an Associate Diploma qualification relevant to the role, and has no prior relevant work experience will commence at Step 4, and progress on the completion of each 12 months of satisfactory service until they reach classification Step 10.
- H. A Teacher Assistant, who holds an Associate Diploma qualification relevant to the role, and has prior relevant work experience will commence at the point in the above scale which recognises that qualification and the previous relevant work experience. From that point the employee will progress on the completion of each 12 months of satisfactory service until they reach classification Step 10.
- I. In cases where performance is considered to be unsatisfactory and progression is withheld, the following shall occur:
 - a. Performance counselling will be provided to the employee.
 - b. The employee will be entitled to have the decision considered through the normal consultative processes within the school.
 - c. Where the normal consultative processes within the school fail to resolve the matter, the conditions outlined in Section 11 of the Agreement, Avoidance of Industrial Grievances shall apply.

2. Responsibility Allowances for Teacher Assistants routinely working with Students with additional needs

- A. Where formally assessed a Teacher Assistant will be paid, in addition to their salary, a responsibility allowance based on the potential need for additional support that is required to be provided to students with additional learning, health and wellbeing needs.
- B. The Following Responsibility Allowances for Teacher Assistants are determined to apply for the year commencing 1 January 2024.

Specified Annual Responsibility Allowances (RA) for Teacher Assistants:

RA 1	\$750*
RA 2	\$1,500*

**The specified allowances are the maximum that apply for a Full time Teacher Assistant. The allowance is paid pro rata according to the Teacher Assistant's employed Full Time Equivalent (FTE). For example, a Teacher Assistant that is a 0.5 FTE would receive 50% of the specified RA amount.*

- C. The payment of the Specified Responsibility Allowance will be determined by the employer's normal processes but will include an assessment of an individual Teacher Assistant's planned duties and a consideration of whether additional responsibilities are likely to be required.

Provided that, in addition to the satisfaction of sub-clause F of this section, a precondition for the payment of the allowance is evidence that a substantial part of the individual Teacher Assistant's duties involves supporting students classified as having significant or substantial needs.

Provided also that other circumstances that might extend a Teacher Assistant outside a general Teacher Assistant normal level of responsibility may include but are not limited to:

- i. Under the direction of a teacher and working with students on a 1:1 ratio with individualised learning support programs.
- ii. Under the direction of a teacher assisting small groups in intensive learning programs.
- iii. Under the direction of a teacher or medical or allied health professional providing specialist support and care for students with additional or specialised medical needs including those that may relate to their wellbeing.

Providing teacher assistance in an area of specialist student support requiring the use of relevant additional specialist experience, training or further education.

It should be noted that Teacher Assistant's day to day duties may still involve elements of the above listed responsibilities but may not be assessed as additional responsibilities that are above the standard Teacher Assistant position description and classification. For example, where duties similar to the above responsibilities are performed under non-routine classroom plans from time to time and where they are not timetabled under specific learning plans to address specific student needs, they are unlikely to be assessed as additional responsibilities. The Responsibility Allowance does not change any classification requirements required by this agreement or the award.

- D. These allowances will only be paid while a Teacher Assistant is assessed as undertaking the additional responsibilities. The responsibility allowance to be paid, the additional responsibilities to be undertaken, the duration of the responsibilities and the period of notice to be given if the responsibilities are to be changed or terminated shall be set out in writing before the additional responsibilities commence.
- E. RA 1 is equal to one step in the Teacher Assistant's progression scale and RA 2 is equal to two steps in the progression scale. An RA1 is paid where the performance of the additional responsibilities is low to moderate and less than the majority of the Teacher Assistants work time. An RA 2 is paid when the majority of the Teacher Assistant's time is spent undertaking work associated with the areas of additional responsibility.
- F. The applicable Responsibility Allowances will be available to any Teacher Assistant performing a relevant additional responsibility where the period of responsibility exceeds one (1) term.
- G. The specified Responsibility Allowances for Teacher Assistants will be adjusted in 2025 and 2026 using the same annual wage adjustment % as determined to apply under 14 (iv).

(iii) **Classifications, Wage Rates and Progression for Technicians**

1. For the purposes of this sub-clause the term Technician means a Laboratory Technician, Library Technician or Technology Centre Technician.
2. For the life of this Agreement this sub-clause 14(a)(iii) overrides sub-clauses 17.1 and 17.2 of the Award.

Important Note: irrespective of the classification steps employed in this table/scale it applies only to employees engaged in a Technician role.

Technicians 2024 Annual Salaries (full-time)				
Experience/ Service Step	Service Year	Level 3	Level 4	Level 5
		Cert III Qualified Technician Salary	Cert IV Qualified Technician Salary	Degree Qualified Technician Salary
Step 1	Y1	\$66,250	\$70,750	\$79,250
Step 2	Y2	\$67,000	\$71,500	\$80,000
Step 3	Y3	\$67,750	\$72,250	\$80,750
Step 4	Y4	\$68,500	\$73,000	\$81,500
Step 5	Y5	\$69,250	\$73,750	\$82,250
Step 6	Y6	\$70,000	\$74,500	\$83,000
Step 7	Y7	\$70,750	\$75,250	\$83,750

3. A Technician, who holds a Certificate III qualification relevant to the role, and has no prior relevant work experience will commence at Level 3, Step 1 and will progress on the completion of each 12 months of satisfactory service until they reach classification, Step 7.
4. A Technician, who holds a Certificate III qualification relevant to the role, and has prior relevant work experience will commence at the point in the Level 3 scale which recognises that qualification and the previous relevant work experience. From that point the employee will progress on the completion of each 12 months of satisfactory service until they reach the Certificate III classification scale, Step 7.
5. A Technician, who holds a Certificate IV qualification relevant to the role, and has no prior relevant work experience will commence at Level 4, Step 1 and will progress on the completion of each 12 months of satisfactory service until they reach classification Step 7.
6. A Technician, who holds a Certificate IV qualification relevant to the role, and has prior relevant work experience will commence at the point in the Level 4 scale which recognises that qualification and the previous relevant work experience. From that point the employee will progress on the completion of each 12 months of satisfactory service until they reach the Certificate IV classification scale, Step 7.
7. A Technician, who holds a Degree qualification relevant to the role, and has no prior relevant work experience will commence at Level 5, Step 1, and will progress on the completion of each 12 months of satisfactory service until they reach classification Step 7.
8. A Technician, who holds a Degree qualification relevant to the role, and has prior relevant work experience will commence at the point in the Level 5 scale which recognises that qualification and the previous relevant work experience. From that point the employee will progress on the completion of each 12 months of satisfactory service until they reach Degree classification scale, Step 7.

9. In cases where performance is considered to be unsatisfactory and progression is withheld, the following shall occur:
 - a. Performance counselling will be provided to the employee.
 - b. The employee will be entitled to have the decision considered through the normal consultative processes within the school.
 - c. Where the normal consultative processes within the school fail to resolve the matter, the conditions outlined in Section 11 of the Agreement, Avoidance of Industrial Grievances shall apply.

(iv) Annual Wage Rate Adjustment Mechanism 2025 and 2026

1. Subject to the satisfaction of the requirements detailed in this sub-clause 14(a)(iv) a salary increase shall take effect from 1 January in each calendar year of the life of this agreement:
 - i. the percentage increase to be applied shall be the Australian Bureau of Statistics All Group annual CPI for Hobart for the September quarter of the preceding calendar year (hereafter referred to as the “percentage figure”) subject to the following three provisos.

Provided firstly that where the “percentage figure” in any calendar year is less than or equal to 2.50% the salary increase to be applied for that calendar year shall be 2.50%; and

Provided secondly that where the “percentage figure” in any calendar year is equal to or greater than 5.0% the salary increase to be applied for that calendar year shall be 5.0%.

Provided finally the percentage wage increase agreed will be no less than the percentage wage increase applied to the salaries of Fahan School Teachers for that calendar year under the mechanisms contained in The Fahan School Teachers Enterprise Agreement (2024) 16(2a).
 - ii. **Additionally**, the parties agree to meet within 60 days from the release of the Hobart, Annual % change September Quarter CPI to discuss the wage adjustment for 2025 and 2026 where CPI is very high or very low (i.e. where the CPI % change for the quarter is less than 2.0% or greater than 5.5%)

Where CPI is either very high or very low and/or financial factors can be demonstrated to be significantly affecting the School’s financial viability and job security the parties to this Agreement may, through mutual agreement, confirm an alternative percentage wage increase to be applied that is agreed by the parties to be different to the adjustment prescribed by 14 (iv)1.i.

Where the outcome of completing the process set out in sub-sub-clauses 14(a)(iv)1. is that a percentage increase will be applied to the existing Agreement wage rates that increase will take effect from 1 January of the next calendar year.

(b) Incremental Steps

- (i) Each classification level in the classification scale detailed in sub-clause 14 (a) (i) has at least 2 experience based incremental ‘steps’ in addition to the base rate.
- (ii) The weekly salary for each subsequent ‘step’ in the classification scale detailed in sub-clause 14(a)(i) will be at least 2% higher than the rate for the preceding step for the classification level rounded to the nearest ten cents.
- (iii) The above clauses, 14 (b) (i) and (ii) do not apply to employees classified outside 14 (a) (i) including Teacher Assistants and Technicians.

- (iv) Progression to the next 'step' will depend upon the completion of 12 months satisfactory service at the previous 'step' level (including the base rate 'step' in the classification).
- (v) In cases where performance is considered to be unsatisfactory and progression is withheld, the following shall occur:
 - 1. Performance counselling will be provided to the employee.
 - 2. The employee will be entitled to have the decision considered through the normal consultative processes within the school.
 - 3. Where the normal consultative processes within the school fail to resolve the matter, the conditions outlined in Section 11 of the Agreement, Avoidance of Industrial Grievances shall apply.

(c) **Promotion to a Higher Classification**

- (i) Where an employee is promoted to a higher classification they should receive a weekly wage rate that is equal to or higher than their existing weekly wage rate.
- (ii) The date for future progression to higher step increments within the classification scale will be based on the date of their promotion.

(e) **Classification Review**

- (i) Where an employee reasonably considers the ongoing work requirements of the role they carry out have changed to the extent that a review of their classification is necessary, the employee is entitled to make a written request to the Business Manager that the employer conduct a review.
- (ii) Where a written request has been received the Business Manager is required to complete the review and notify the employee of the outcome within 90 days of receipt of the request. Where genuine circumstances exist which may make this difficult the Business Manager is entitled to notify the employee of the delay and the date by which the review will be completed.
- (iii) The employee making the request is entitled to nominate a person or organisation to represent them during the review process.
- (iv) The factors which may be considered as part of the review include, and are limited to:
 - 1. competency;
 - 2. judgement, independence and problem solving;
 - 3. level of supervision;
 - 4. training level or qualifications;
 - 5. occupational equivalent; and
 - 6. typical activities.
- (v) The parties to a classification review are required to act and consult in good faith. An employee may exercise their right to use the Avoidance of Industrial Grievances (Disputes) provisions set out in this Agreement where the employee is unhappy with the outcome of any review.

(f) **Absorption of Annual Wage Review Adjustments**

Provided that the weekly wage rates detailed in clause 14(a) herein do not fall below those specified in the Award, Annual Wage Review adjustments granted by the Fair Work Commission during the life of the Agreement will be absorbed in the salary levels applicable under this Agreement.

15. AVERAGING OF ANNUAL SALARY FOR PART-TIME EMPLOYEES

- (a) For the life of this Agreement this section overrides clause 12.2 of the Award
- (b) A part-time employee who is covered by this agreement and is engaged to work on a regular basis for less than 52 weeks per year, may elect to:
- (i) Be paid for their weekly hours during the weeks they are engaged to work during the calendar year; or
 - (ii) Have their wages averaged over the calendar year in accordance with the following formula;
$$[(A+B) \times C] \div 26.09 = \text{Average fortnightly payment for the year.}$$
Where:
A = projected hours the employee is rostered to work during the weeks they are engaged to work during the calendar year, including any paid public holidays falling due to the employee in accordance with their roster during the weeks they are engaged to work during the calendar year; and
B = The employees annual leave entitlement; and
C = current hourly rate.
- (c) Where an employee elects to have their wages calculated and paid in accordance with the provisions of sub-clause 15(b)(ii) herein:
- (i) the employee must provide the employer with written notification of their decision to have their wages averaged over the calendar year at least 14 days before the completion of the preceding calendar year; and
 - (ii) the decision of the employee is binding until the completion of the last pay period to commence in the calendar year during which they have elected to have their wages averaged, and
 - (iii) for a calendar year the averaging and payment method will commence from the first full pay period to commence in the year; and
 - (iv) employees shall be paid the average monthly payment for the 26 fortnightly pay periods of the calendar year; and
 - (v) any wage increases which become due to the employee during the course of the calendar year will take effect from the commencement of the first full pay period after the effective date of the increase; and
 - (vi) where an employee's hours increase or decrease during the course of the calendar year the average fortnightly payment for the year shall be recalculated to take into consideration the increase or decrease; and
 - (vii) where the employee proceeds on any form of leave without pay during the course of the calendar year the cost of the leave without pay will be calculated in accordance with the following formula;
$$\text{Total hours of LWOP} \times \text{current hourly rate} = \text{Total cost of leave without pay}$$
Where leave without pay is taken, the employee's average fortnightly payment amount will be reduced by the amounts as necessary until such time as the total cost of leave without pay is recovered by the employer.
- (d) Notwithstanding clause 15(c) of this section, if an employee is appointed in accordance with clause 15(b) during the course of the calendar year, and provided the employee and employer agree, the employee's salary may be averaged for the remaining duration of the calendar year.

16. CASUAL SESSIONAL SPECIALISTS

(a) **Classification**

The conditions set out in this section apply to casual employees who are classified as Instructional Services employees under the Award and are engaged to provide instrumental support/instruction to students within the music program of the school.

(b) **Work Time**

Casual Sessional Specialist employees are employed on a casual basis and will be advised, in writing, as soon as practicable, at the commencement of the semester, the roster and hours of work they are likely to be engaged for each week of that semester. Where necessary, and at the employer's discretion, the employee's roster and hours of work may be varied during a semester to accommodate classroom schedules, the availability of students and changes in the employer's programs. Where it is practicable to do so, the employer will provide at least 48 hours notice of any significant changes to the Casual Sessional Specialist's daily timetable.

(c) **Minimum Engagement**

The minimum daily engagement for a casual sessional specialist shall be one hour, and where an employee is engaged for this time, or less, they will be entitled to a payment of wages for the time worked equal to one hour determined by reference to clause 16(g) herein.

The normal minimum engagement of two hours does not apply to Casual Sessional Specialists engaged in accordance with this section.

(d) **Rest Breaks**

Rest breaks are unpaid and are to be taken as scheduled during the school day (ie recess and lunchtime). Should work session(s) be scheduled across recess or lunchtime (ie to facilitate a co-curricular activity), then an appropriate unpaid rest break will be provided as soon as possible afterwards.

(e) **Recording of Work Time**

All rostered hours worked will be paid and should be recorded on a timesheet for supervisor approval.

(f) **Superannuation**

Where an employee is engaged in accordance with this clause the employer will make superannuation guarantee contribution payments as per superannuation guarantee legislation.

(g) **Rates of Pay**

The following casual hourly rates of pay which includes a casual loading will apply for work undertaken in accordance with this clause between the hours of 6.00am and 6.00pm, Monday to Friday (Given that the requirement for a Casual Sessional Specialist to work outside of these times is both infrequent and sporadic the hours and payment for such work will be;

- (i) determined in advance; and
- (ii) agreed as part of the engagement process for the session; and
- (iii) as a minimum, equal to the payment the employee would be entitled to receive under the modern award for their classification and time worked).

Award Classification	Award Step	Hourly Rate of Pay Effective 1/1/2024
Instructional Services Grade 3	4.2	\$76.41
Instructional Services Grade 4*	5.1	Refer Note*
	5.2	Refer Note*

In both 2025 and 2026, the hourly rates set out in the above table shall be increased by the same annual percentage increase agreed in accordance the process set out in sub-clause 14(a)(iv) and applied to the weekly wage rates set out in sub-clause 14(a)(i) to (iii) herein. Where an increase is applied in accordance with this provision the date of increase shall be from the commencement of the first full pay period commencing on or after 1 January in each year.

* Please Note: If casual duties are performed above the Award Step 4.2, then they will be paid at the higher level for the hours worked.

(h) **No Provision for a Redundancy**

Irrespective of the reasons for the discontinuance of their employment a Casual Sessional Specialist has no entitlement to a redundancy payment under the terms of this Agreement, the Award or the Fair Work Act.

(i) **No Provision for Remuneration Packaging**

Casual Sessional Specialists are not permitted, under any circumstances, to enter into remuneration packaging arrangements in accordance with the terms set out in Clause 17 of this Agreement.

(j) **No Provision for Entering into Renewal Leave Scheme Arrangements**

Given the nature of their engagement Casual Sessional Specialists are not permitted, under any circumstances, to enter into an RLS Agreement in accordance with the terms set out in Clause 31 of this Agreement.

(k) **No Provision for Entering into a Self Funded Leave Scheme Arrangements**

Given the nature of their engagement Casual Sessional Specialists are not permitted, under any circumstances, to enter into an RLS Agreement in accordance with the terms set out in Clause 30 of this Agreement.

17. REMUNERATION PACKAGING

Definitions

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

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

Fringe Benefits Tax means tax imposed by the Fringe Benefits Tax Act 1986 (Cth).

(a) **Conditions of Employment**

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

(b) **Remuneration Packaging**

The employer may offer to provide and the employee may agree in writing to accept;

- (i) the Benefits selected by the employee from those made available by the School;
and
- (ii) A wage equal to the difference between the Benefit Value and the wage which would have applied to the employee under section 14 of this Agreement in the absence of an agreement between the employee and the employer under this clause 17(b).

(c) **Benefits**

The Benefits will be those made available by the employer.

(d) **Notification of Benefit Value**

The employer must advise the employee in writing of the Benefit Value before the employee and the employer enter into an agreement pursuant to clause 17(b) of this section.

(e) **Calculation of Wage During Leave**

During the currency of an agreement made under clause 17(b) of this section:

- (i) an employee who takes leave on full pay will receive the Benefits and wage referred to in clause 17(b) of this section;
- (ii) an employee who takes leave without pay is not entitled to any Benefits during the period of leave.
- (iii) an employee who takes leave on less than full pay will receive:
- (iv) the benefits; and
- (v) an amount of wages calculated by applying the formula:

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

Where

W = the wage determined under clause 17(b) of this section

P = the percentage of wage payable during the leave

B = the Benefit Value

A = the amount of wages

(f) **Other Payments**

Any other payment under this Agreement calculated by reference to the employee's salary, however described, and payable:

- (i) during employment; or
- (ii) on termination of employment in respect of untaken paid leave; or
- (iii) on death,

Will be at the rate of pay which would have applied to the employee under this Agreement, in the absence of an agreement under clause 17(b) of this section.

18. SUPERANNUATION

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

* must be an approved fund.

19. PART-TIME EMPLOYEES

- (a) For the life of this Agreement this section is to be read in conjunction with Section 10 of the Award.
- (b) The minimum number of hours for which a part-time employee may be engaged shall be two per day.

Provided that the employer and an individual employee may agree to a lesser number of daily hours under the terms and conditions of an individual flexibility arrangement negotiated and documented in accordance with the provisions of section 12 of this Agreement.

20. NEW EMPLOYEES

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

- (a) a letter of offer; and
- (b) a document summarising the terms and conditions of employment.

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

In addition, a copy of this Agreement and the Award shall be kept in the pay office for the purpose of employee reference.

21. FIRST AID OFFICER'S ALLOWANCE

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

- (a) Where an employee has been appointed as a First Aid Officer they shall be allocated specified first aid duties which may include:
 - (i) Dispensing of medication in accordance with a child's medication plan; and/or
 - (ii) Maintaining a first aid register of qualifications; and/or
 - (iii) Maintaining a first aid treatment register; and/or
 - (iv) Maintaining and ordering first aid supplies; and/or
 - (v) Any other relevant duty agreed to be the employer and employee,
- (b) An appointed First Aid Officer carrying out the duties detailed in clause 21(a) above shall be entitled to a first aid allowance calculated in accordance with the provisions of clause 19.2 of the Award.

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

22. PUBLIC HOLIDAYS

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

- (a) the first Tuesday after Easter; and
- (b) the Friday after Hobart Show Day.

23. PAID PARENTAL (PRIMARY CARER) LEAVE

- (a) For the purposes of this section 23 the term “paid primary carer leave” shall be taken to mean Paid Parental (Primary Carer) Leave.
- (b) Subject to clause 23(h) herein, for the life of this Agreement this section applies in addition to Part 2-2, Division 5, of the Act.
- (c) To be eligible for paid primary carer leave an employee must;
 - (i) have completed a period of not less than 2 years continuous service with the School immediately prior to the commencement of the period of paid primary carer leave; and
 - (ii) be otherwise eligible for a period of unpaid parental leave in accordance with the relevant provisions of the Act; and
 - (iii) be the primary care provider for the child or children for the duration of the nominated parental leave period.
- (d) An employee who is able to meet all of the qualifying criteria detailed in clause 23(c) herein will be entitled to the following parental leave provisions:
 - (i) Paid primary carer leave of 18 weeks on full pay; and
 - (ii) additional leave without pay to bring the aggregate leave to a continuous period of not more than 104 weeks as provided in the Act.

Provided that the period of paid primary carer leave taken in accordance with this section shall be taken on a continuous basis, and shall commence on an agreed date within the period commencing six weeks prior to the expected date of delivery of the child and the actual date of delivery.

- (e) A part-time employee, who is eligible for paid primary carer leave in accordance with clause 23(c) herein may take leave in accordance with clause 23(d) herein. The weekly payment to which the part-time employee will be entitled will be determined by reference to the employee’s part-time hours per week immediately prior to the commencement of the period of paid primary carer leave.
- (f) Employees who terminate their employment following a period of paid primary carer leave - without resuming their employment for a minimum of 12 weeks - may be required to forfeit their entitlement to paid maternity leave. In such an event, payments already made must be refunded in full or deducted in settlement of any final pay and entitlements.
- (g) Employees will be required to complete a period of at least 12 months continuous service following their return to work from paid primary carer leave before being eligible for a further period of paid primary carer leave in accordance with this section.

24. PAID PARENTAL (SUPPORT PERSON) LEAVE

- (a) For the purposes of this section 24 the term “paid support leave” shall be taken to mean Paid Parental (Support Person) Leave.
- (b) An employee who has completed a period of not less than 12 months continuous service and is the partner of a person who is to be the primary carer for a child or children is entitled to 5 days paid support leave in order to assist their partner at the time of the birth and/or during the period immediately following the birth.
- (c) Paid support 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).
- (d) The paid support 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 the 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 support leave.
- (e) An employee who terminates their employment following a period of paid support leave - without resuming their employment for a minimum of 12 weeks - may be required to forfeit their entitlement to paid support leave. In such an event, payments already made must be refunded in full or deducted in settlement of any final pay and entitlements.
- (f) After returning to work from a period of paid support leave, at least 12 months continuous service must be completed before a further entitlement to a period of paid support leave arises.

25. LONG SERVICE LEAVE

- (a) Long service leave is accrued by employees at the rate of thirteen weeks for ten years continuous service, ie. 6.5 work days for each completed year of continuous employment for full-time employees.
- (b) Entitlement to long service leave is established after ten years continuous employment.
The Principal has the right to require this long service leave to be taken when due.
- (c) Payment for long service leave is to be at the salary received at the time the employee takes the long service leave.
- (d) After ten years continuous service, where some service has been at full-time and some at part-time, an employee shall be entitled long service leave entitlement calculated in accordance with the following sample formula:-

Duration & Type of Service	Calculation	Outcome
8 years full time service	8×6.5	= 52 days x ordinary pay daily rate @ time of leave
2 years part time service @ 0.5fte	$\frac{1}{2} \times 2 \times 6.5$	= 6.5 days x ordinary pay daily rate @ time of leave

- (e) The calculation of a part-time employee’s long service leave entitlement shall take into consideration the employee’s FTE during each year of continuous employment with the School.
- (f) Notwithstanding the above provisions, long service leave entitlements shall not be less than those prescribed under the Long Service Leave Act 1976, including:
 - (i) The nature of continuous employment;
 - (ii) Payment in lieu of long service leave on the death of an employee;
 - (iii) Payment in lieu of long service leave by agreement;

- (iv) Computation of ordinary pay;
- (v) How and when long service leave will be taken;
- (vi) Entitlement to long service leave on termination of employment;
- (vii) Settlement of disputes;
- (viii) Appeals

26. PANDEMIC LEAVE

- (a) This section becomes operative when the Tasmanian Director of Public Health declares a Public Health Emergency for the State of Tasmania in relation to a pandemic.
- (b) Where, under the scope of the declared Public Health Emergency an employee, including a casual employee, covered by this Agreement;
 - (i) is required to isolate and/or quarantine away from the School in accordance with the published Public Health orders in force at the time of the period of isolation and/or quarantine; or
 - (ii) has developed symptoms consistent with those described by the Tasmanian Public Unit for the pandemic disease and is absent from work;
 - 1. in order to be tested; or
 - 2. awaiting the results of the test; or
 - (iii) has received their test results which confirm they have contracted the pandemic disease; they will, in relation to an absence as a result of any of the situations described in sub-clauses 26(b)(i) to (iii) above, or any combination thereof, be entitled to up to 2 weeks (10 weekdays for a full-time employee, pro-rata for part-time employee, and missed rostered shifts for a casual employee during an absence of up to two weeks) Paid Pandemic Leave, without deduction from their accrued Personal Leave balance (or in the case of a casual without loss of earnings), subject to the specific directions/prescribed periods requirements of the Public Health Unit in force at the time of the absence.

27. COMMUNICABLE DISEASES LEAVE

- (a) An employee, other than a casual employee, covered by this agreement who contracts a communicable disease or illness during the course of their work with the employer shall, subject to meeting the requirements of this clause, be entitled to up to 5 days paid leave per calendar year.
- (b) A part-time employee, other than a casual employee, shall be entitled to pro-rata entitlement to the 5 days leave based on his or her FTE.
- (c) Communicable diseases leave does not accrue from year to year.
- (d) An application for Communicable Diseases Leave must be accompanied by a:
 - (i) certificate from a registered health practitioner identifying the illness and the period of time the employee should be excluded from attendance at work (i.e. the infectious stage of the illness/disease); and
 - (ii) statement by the employee, or other evidence which would satisfy a reasonable person, that the disease or illness was contracted in the course of his/her employment.

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

Amoebiasis (Entamoeba histolytica) Campylobacter Chickenpox (Varicella) Conjunctivitis Cryptosporidium infection Diarrhoea Diphtheria German measles (Rubella) Giardiasis Hand, foot and mouth disease Haemophilus influenza type b (Hib) Hepatitis A Impetigo (school sores) Influenza and influenza like illnesses Leprosy Measles	Meningitis (bacterial) Meningitis (viral) Meningococcal infection Mumps Norovirus Pertussis (Whooping Cough) Ringworm/tinea Rotavirus infection Rubella (German measles) Salmonella infection Scabies Scarlet fever (Streptococcal sore throat) Shigella infection Tuberculosis (TB) Typhoid, Paratyphoid Viral gastroenteritis (viral diarrhoea)
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- (f) Where an employee's claim for communicable diseases leave is accepted the employer shall re-credit, up to a maximum of 5 days, the personal leave taken by the employee during the period of exclusion attendance at work.
- (g) Casual employees covered by this Agreement are excluded from applying to Communicable Diseases Leave. In lieu of this exclusion a casual employee, covered by this Agreement, may make written application to the Principal to claim for any shifts the employee cannot work due to his or her exclusion from attendance at work due to the communicable diseases or illness. Where such an application is made, it must be accompanied by the supporting certification and evidence set out in clause 27(d). Where the employee's claim is accepted by the employer the employee will be reimbursed for the lost shifts, subject to the respective payment ceilings described in clauses 27(a) and 27(b).

28. DOMESTIC VIOLENCE LEAVE

- (a) The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to employees who experience domestic violence.
- (b) Domestic violence means physical, sexual, financial, verbal or emotional abuse by an immediate family member.
- (c) Proof of domestic violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (d) All personal information concerning domestic violence will be kept confidential. No information will be kept on an employee's personnel file without their express written permission.
- (e) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
- (f) An employee experiencing domestic violence will have access to 10 days per year of paid special leave for medical & counselling appointments, arranging safe housing, attending court hearings, accessing legal advice, organising child care or education matters, attending to financial matters, accessing police services and other activities related to domestic violence.

- (g) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (h) An employee who supports a person experiencing domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.
- (i) In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing domestic violence for:
 - (i) Changes to their span of hours or pattern of hours and/or work patterns,
 - (ii) Changes to phone numbers or email addresses,
 - (iii) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements. Such alternatives may be agreed on a temporary or permanent basis, on a case by case basis.
- (j) An employee experiencing domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in domestic violence.

29. PERSONAL /CARER'S LEAVE RESERVE

- (a) Where an employee, other than a casual employee, covered by this agreement:
 - (i) has exhausted their entitlement to paid personal/carer's leave; and
 - (ii) has reason to take personal leave or carer's leave in accordance with the provisions of Section 97, clause (b) of the Act;
 they may, by application to the Business Manager, apply for further paid personal leave or carer's leave under the personal/carer's leave reserve scheme (application's may be made retrospectively).
- (b) The entitlement to additional paid personal/carer's leave is limited to 5 days per annum (anniversary date to anniversary date). For part time employees the personal/carer's leave reserve entitlement shall be based on the employee's FTE at the time of taking the leave.
- (c) The personal/carer's leave reserve entitlement does not accrue from year to year.

30. EXCEPTIONAL PERSONAL CIRCUMSTANCES LEAVE

- (a) A full-time employee, other than casual employee, covered by this Agreement shall be entitled to up to 5 days paid leave per calendar year to deal with exceptional personal circumstances.
- (b) A part-time employee, other than a casual employee, shall be entitled to pro-rata entitlement to the 5 days leave based on their FTE.
- (c) Exceptional personal circumstances leave does not accrue from year to year.
- (d) Exceptional personal circumstances means, for the purposes of this clause, exceptional personal events, as a result of which the employee must take time off work and the underpinning reason for the leave does not meet the criteria for any other recognised form of leave offered by the employer.
- (e) Applications for exceptional personal circumstances leave are to be directed to the Business Manager. The Business Manager may request supporting evidence of the need for the leave at their discretion. The Business Manager, or their nominated delegate, has the sole discretion as to whether a claim for exceptional circumstances leave is approved and the decision is final.

- (f) Wherever possible, applications following normal School procedures, should be made in advance, though in certain circumstances the School accepts that applications may need to be made retrospectively.

31. ANNUAL LEAVE AND ANNUAL LEAVE LOADING

- (a) For the life of this Agreement this section is to be read in conjunction with clause 23 of the Award, though the arrangement for annual leave loading set out in clause 31(c) of this Agreement shall apply instead of the arrangement set out in Award clause 23.3(a) and sub-clause 23.3(b)(i), though sub-clause 23.3(b)(ii) shall continue to apply.
- (b) For each year of completed continuous service an employee shall be entitled to five weeks of paid annual leave.
- (c) During the life of this Agreement annual leave loading shall be paid in the last full pay period finishing before Christmas each year.

32. SELF FUNDED LEAVE SCHEME

- (a) An employee who:
 - (i) has completed a minimum of 12 months of continuous service with the employer; and
 - (ii) is employed for the full calendar year (e.g. is not engaged to work during term time only, etc); and
 - (iii) is covered by this Agreement;may apply to join the self-funded leave scheme offered by the employer. The scheme allows employees to set aside an amount of money from their pay to fund additional leave. This may be done one of two ways; either
 - (iv) to up to three calendar weeks (i.e. Monday to Sunday) of additional leave per calendar year, as an ongoing arrangement, subject to the continuing agreement of the employer and employee; or
 - (v) to up to six calendar weeks of additional leave, which may be accessed as a “one off” once every 5 years, subject to the approval of the employer.
- (b) An employee wishing to join the self-funded leave scheme must make written application to the Business Manager, including details of the employee’s nominated arrangement (either sub-clause 32[a][iv] or [a][v] above) and the duration of additional self-funded leave, in weeks, being applied for by the employee. This letter must be lodged, and the application officially approved, by the end of February of the calendar year in which the employee wishes to join the scheme (nothing prevents an employee from making application in the preceding calendar year if they wish).

Once membership of the scheme is approved the employee must remain in the scheme for the remainder of that calendar year.
- (c) It is at the employer’s discretion whether an employee may join the scheme.
- (d) Self-funded leave must be taken in one unbroken period of no less than 5 working day blocks with all self funded leave completed (i.e. all self funded leave taken) before the end of the calendar year in which it is funded.
- (e) The actual amount set aside from the employee’s pay for the calendar year shall be calculated and agreed as part of the application process, and shall be paid to the employee as a lump sum when they proceed on the period of self funded leave. For clarity, it is the annual deduction which is paid to the employee at the time of taking the leave, not the amount set aside at that time.

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

- (f) Application for any period of self-funded leave is subject to approval, as is the timing of any leave period. However, as it is a condition of the self funded leave scheme that the leave be taken within the calendar year in which it is funded it is, therefore, incumbent on both the employer and employee to identify suitable leave periods during the calendar year as part of the application and planning process.

If an employee fails to take part or all of their self funded leave in any calendar year the balance of the money set aside to fund their untaken leave pay will be paid to the employee in the December pay. In such circumstances, the self-funded leave balance will be reduced to zero by 31 December of that year.

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

33. RENEWAL LEAVE

- (a) Definitions

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

Completion date means the date on which an employee's participation in the RLS Agreement (as defined) concludes. In normal circumstances this shall be the date five years from the commencement date (as defined).

Leave accrual period means the period which a participant in the RLS (as defined) shall work before being eligible to take the renewal leave period (as defined).

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

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

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

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

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

RLS means the Renewal Leave Scheme.

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

(b) Philosophy

The parties to this Agreement recognise that the quality of work/life balance may be improved by employee' 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.

(c) Application to Participate

- (i) A permanent employee with a minimum of 2 years' continuous service may apply to participate in the RLS.
- (ii) Application is to be made using the School's RLS application form.
- (iii) Approval of a employee's application to participate in the RLS is granted at the discretion of the Principal and is subject to his/her:
 - 1. consideration of the operational requirements of the School; and
 - 2. the nature of the employee's work and role, including the degree of specialisation; and
 - 3. satisfaction that the person has obtained independent financial advice in respect of their participation in the RLS; and
 - 4. consideration of any other matter which may be relevant.
- (iv) Where an employee's application to participate in the RLS is successful they shall be notified in writing and their participation in the scheme shall commence from the following 1 January.
- (v) Where an employee's application to participate in the RLS is unsuccessful they shall be notified in writing of the decision.
- (vi) If an employee has taken their renewal leave and completed the RLS Agreement, or has withdrawn from the RLS in accordance with either sub-sub-clause (e)(iii)3 or clause (n) of this Section, and again wishes to participate in the RLS, a fresh application must be made.

(d) Participation

A participant in the RLS shall:

- (i) work for the first four calendar years of the RLS Agreement in order to complete the necessary leave accrual period;
- (ii) upon completion of the leave accrual period, take the following calendar year as the RLS Agreement leave period; and
- (iii) be paid at the participant salary rate (i.e. 80% of normal salary) for the duration of leave accrual period (i) and leave period (ii) above.
- (iv) Unless otherwise agreed in writing payment shall be in accordance with the normal payment of wages procedures.

(e) Suspension

- (i) Where a participant in RLS Agreement proceeds on any one (or combination) of the following forms of leave during the leave accrual period:
 - 1. Worker's compensation leave.
 - 2. Any form of leave without pay, including parental leave without pay.
 - 3. Long service leave taken at the participant's normal salary rate in accordance with sub-sub-clause (g)(i)(2) of this Section.

4. Any form of leave which does not qualify as continuous service.

The RLS Agreement shall be suspended for the duration of the leave period. Where the employee is entitled to payment for the leave the payment shall be made in accordance with the employee's normal salary entitlements.

- (ii) Where an RLS Agreement is suspended in accordance with the provisions of sub-clause (i) above the suspension shall cease upon the employee's return to normal duties
 - (iii) Where an RLS Agreement is suspended in accordance with the provisions of sub-sub-clause (i) above the employee shall, within 7 days of resumption of normal duties, indicate to the employer in writing their choice of one the following options:
 1. That the existing RLS Agreement be revised and a new Agreement issued detailing:
 - A. The duration of suspension of the existing RLS Agreement (to the nearest week).
 - B. The participant's decision to alter the dates of the leave accrual period so that a 4 year accrual period is completed as part of the RLS Agreement. The revised dates of the leave accrual period shall be included in the new RLS Agreement.
 - C. The revised dates of the leave period which shall be now taken in the first full calendar year following the completion of the leave accrual period detailed in the new RLS Agreement.
 - D. Where, under the terms of the new RLS Agreement, there is a period between the completion of the leave accrual period and the commencement of the leave period the employee shall, subject to other Agreement and Award requirements being satisfied, be paid at the normal salary rate for that period.
 2. The participant may nominate that the leave period dates detailed in the existing RLS Agreement remain unchanged, in which case payment for the leave period shall be adjusted to reflect the reduced leave accrual period (i.e. original 4 year leave accrual period less period of suspension from the RLS Agreement).
 3. The participant may terminate the RLS Agreement, in which case:
 - A. The RLS Agreement shall be terminated with effect from the date of commencement of the suspension period.
 - B. The employee shall resume their normal employment arrangement from the day they resume normal duties.
 - C. Subject to other Award and Agreement requirements (and any other legislative requirements) being satisfied the employee shall be paid their normal salary rate from the day they resume normal duties.
 - D. Where an RLS Agreement has been terminated in accordance with the provisions of this sub-sub-clause the employee shall be paid an amount equal to the salary and allowances previously set aside as payment toward the leave period.
- (f) Leave Period Payment Variations
- (i) Where variations to a participant's terms and conditions of employment take effect during the leave accrual period of an RLS Agreement those variations may to be taken into consideration when calculating the participant's leave period payment.
 - (ii) Details of how general variations shall be calculated are available from the pay office.

(iii) An employee is entitled to request that any calculation made in respect of a variation be reviewed by an organisation/person of their nomination.

(g) Long Service Leave

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

1. Long service leave period to be paid at the participant salary rate applicable at the time of the leave; or
2. Long service leave period to be paid at the normal salary rate applicable at the time of the leave; or

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

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

(h) Salary Increments

The salary increments detailed in Section 14 of this Agreement shall apply to a RLS participant.

(i) Superannuation

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

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

(j) Deductions

(i) Compulsory deductions from pay will be made in the usual manner throughout the life of the RLS Agreement ("Compulsory deductions" include garnishees, court orders, etc).

(ii) Voluntary deductions from pay made by the School at the request of the participant shall be made in the usual manner throughout the life of the RLS Agreement ("Voluntary deductions" include additional superannuation contributions, union membership fees, etc).

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

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

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

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

(iii) any monies relating to (ii) already paid to the participant during the leave period; shall be paid to the participant (or the participant's estate).

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

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

- (m) Leave Accrual Period Treated as Normal Employment for Leave Accrual & Progression Purposes.

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

- (n) Withdrawal from RLS Agreement by Mutual Consent.

With the exception of circumstances where sub-sub-clause (e)(iii)3 applies, withdrawal from RLS Agreement must be by mutual written Agreement between the parties.

34. ABORIGINAL CULTURAL LEAVE

- (a) Purpose of Aboriginal Cultural Leave

Aboriginal Cultural Leave enables an Aboriginal employee to be absent from work to engage in Aboriginal Cultural practices and meet Cultural expectations as an active Aboriginal community member during their employment. This may include participating in significant Aboriginal Cultural events and activities, complying with cultural observances and/or fulfilling cultural obligations.

- (b) Definitions

- (i) **Aboriginal employee** for the purpose of this clause means an employee who is an Aboriginal and/or Torres Strait Islander person and who:

- 1 meets the Tasmanian Government's eligibility requirements for Aboriginal and Torres Strait Islander programs and services; and
- 2 has identified as Aboriginal and/or Torres Strait Islander in Employee Self Service or the relevant employment management system.

- (ii) **Aboriginal Cultural events and activities** refers only to Aboriginal community business and for the purpose of this clause does not include:

- 1 NAIDOC Week activities and the TSS Aboriginal Employee Network Workshops and Gathering. The employer supports the attendance of Aboriginal employees at these events (where occurring in paid time) and recognises that their attendance is legitimate business and forms part of their ordinary duties. In these circumstances, attendance at these events will be counted as time worked and therefore the employee is not required to access Aboriginal Cultural Leave to attend.
- 2 Any activities where the employee receives payment (for example, payment to work a mutton bird season; payment to deliver a Welcome to Country, or a similar event, ceremony and/or activity; payment to sit on a board or committee).
- 3 Government events, meetings and/or activities (e.g. sitting on a government Aboriginal advisory or reference groups), except for government events and/or activities which are Aboriginal-led and exclusively for Aboriginal participants. Noting that in accordance with sub-clause 34(b)(ii)1 herein the employer supports the attendance of Aboriginal employees at the TSS Aboriginal Employee Network Workshops and Gathering and therefore an Aboriginal employee is not required to access Aboriginal Cultural Leave to attend those events.

- (iii) **Cultural obligations** for the purpose of this clause may include, without limitation: cultural and ceremonial obligations under Aboriginal lore, customary or traditional law; or family, customary or community obligations.

(c) Details of Aboriginal Cultural Leave

A full-time Aboriginal employee, other than a relief employee, is entitled to leave of up to five days paid non-cumulative leave per service year, credited on the date of commencement or on the employee's service anniversary. Pro-rata leave is available to a part-time Aboriginal employee, and in both cases the leave may be taken as part of a single day or in hours, where applicable.

(d) Notice and Application

- (i) An Aboriginal employee should provide notice to the employer at the earliest reasonable opportunity of their intention to access leave under this clause.
- (ii) An employee is to make an application to the employer to access Aboriginal Cultural Leave. The application is to include supporting information which relates to the connection between the application and the purpose of this clause.
- (iii) Where the employer does not approve an application for Aboriginal Cultural Leave, the employer is to provide supporting reasons for the decision in writing to the employee, and if appropriate the employee and employer may discuss alternative arrangements.

(e) Relief Employees

- (i) Relief employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
- (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to five days per annum in the circumstances described in sub-clauses 41(i) and (ii).
- (iii) A relief employee is not entitled to any payment for the period of non- attendance.
- (iv) The employer must not fail to re-engage a relief employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a relief employee are otherwise not restricted.

35. OVERTIME/TIME OFF IN LIEU

- (a) For the life of this Agreement this section should be read in conjunction with clauses 14, 21.1, 21.2 and 21.4 of the Award. To the extent of any inconsistency, the provisions of this Section shall prevail.
- (b) An employee will receive time off in lieu ("TOIL") for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (c) The appropriate authority to undertake work in accordance with clause 35(b) herein must be obtained before the work is commenced.

- (d) TOIL for authorised work undertaken in accordance with clauses 35(b) and (c) herein shall accrue in accordance with rates set out in the following table:

Time Worked	TOIL Accrual Rate
Monday to Saturday	100% for the first hour of authorised work, 150% for the next two hours and 200% for each additional hour worked after that.
Sunday	200% for each hour of authorised work.
Public Holiday	250% for each hour of authorised work.

- (e) For part time workers TOIL accrual shall be at 100% where:
- (i) The employee's total hours worked are 38 hours or less in any week; or
 - (ii) The employee's hours are averaged and the total weekly hours worked over the averaging period are 38 or less.
- Provided that** where a part time employee's total or averaged weekly hours calculated in accordance with sub-clause 35e(i) or (e)(ii) herein exceed 38 then the hours worked in excess of 38 shall accrue TOIL in accordance with the provisions of clause 35(d) herein.
- (f) The taking of accrual TOIL leave is subject to application and shall be taken at a time mutually agreed by the employer and employee.
- Provided that**, the employer shall not unreasonably withhold access to an employee's accrual TOIL leave.
- (g) Where TOIL leave is not taken within 12 months of the time it is accrued the employee forfeits the entitlement to TOIL leave and shall be paid the accrued time as wages.
- (h) The maximum accrual of TOIL leave in any 12 month period is 20 days. Any authorised work undertaken once this ceiling is reached shall be paid as overtime in accordance with the Award provisions.
- (i) Where an employee resigns or is terminated TOIL accrual shall be treated as accrued leave.

36. LEARNING AND DEVELOPMENT

- (a) The management of Fahan School is committed fostering an environment in which employees may participate in relevant learning and development activities in order to improve knowledge and skills related to each employee's work and career development.
- (b) The parties recognise that this may be best attained by the application of the following principles:
- (i) Learning and development is an integral part of each employee's work and involves a commitment from both employer and employees.
 - (ii) Effective learning outcomes are best achieved through annual individual learning plans developed in consultation between the employee and the employer and agreed to by both parties. Both the individual employee and the employer are responsible for contributing to the identification of the employees learning needs.
 - (iii) The employer is responsible for funding the learning and development activities detailed in the agreed learning plans and providing appropriate time release where those activities fall inside the employee's normal work time.
 - (iv) Each employee is responsible for pursuing the goals identified in their annual learning plan.

- (v) Whole of staff learning and development activities are considered to be part of an employee's annual individual learning plan.
- (c) Full funding of a course or time release may not be provided in certain circumstances, such as where a person undertakes a part-time university course. In these circumstances the scope of the support will be discussed and set out before the learning plan is agreed (Note; this should be done before the course applications are finalised).

37. UNION TRAINING LEAVE

The employer will provide up to 2 days of unpaid leave per calendar year to an employee who is;

- (a) a member of the Independent Education Union; and
- (b) has been nominated by the Union to attend union delegate training.

38. BUSINESS RELATED EXPENSES AND TRAVEL

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

39. REDUNDANCY

- (a) Sub-clause 33.1 of the Award refers to Redundancy Pay being provided for in the NES. Chapter 2, Part 2.2 The National Employment Standards, Division 11, Sub-division B (Redundancy Pay) of the Act will apply to this Agreement, with the exception of the variations detailed in this section of the Agreement.
 - (i) Section 119, Sub-clauses (1)(a) & (b) (Redundancy pay) of the Act apply to this Agreement with no variation.
 - (ii) Section 119, Clause (2) (Redundancy pay) of the Act does not apply and is replaced in this Agreement by sub-clause 36(d) of this Agreement.
 - (iii) Section 120 (Variation of redundancy pay for other employment or incapacity to pay) of the Act applies to this Agreement with no variation.
 - (iv) Section 121 (Exclusions from obligation to pay redundancy pay) of the Act applies to this Agreement with no variation.
 - (v) Section 122 (Transfer of employment situations that affect the obligation to pay redundancy pay) of the Act applies to this Agreement with no variation.
- (b) Where a full redundancy (eg the position no longer exists) is necessary, the employer may, by written notification to the employee ("notification of redundancy"), indicate that the position occupied by an employee has been declared redundant. Where a full redundancy becomes necessary, the employer shall give the employee the relevant period of notice determined by reference to Chapter 2, Part 2.2 The National Employment Standards, Division 10, Sub-division A (Notice in termination or payment in lieu of notice), Section 117 of the Act.
- (c) Where a partial redundancy (eg a reduction in working hours) is necessary, the employer may, by written notification to the employee ("notification of redundancy"), indicate that in 4 weeks (28 days) time the hours of work associated with the position occupied by an employee will be reduced to a level determined by the employer. The employee may then;
 - (i) agree to the proposed reduction in their working hours, in which case a partial redundancy calculated in accordance with the redundancy provisions of this clause and based on the reduction in their work time will be paid by the employer to the employee; or
 - (ii) elect to declare the whole position redundant, in which case a full redundancy calculated in accordance with the redundancy provisions of this clause will be paid by the employer to the employee.

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

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

Less than one years service	Nil
At least one year’s service but less than two year’s service	4 weeks
At least two year’s service but less than three year’s service	6 weeks
At least three year’s service but less than four year’s service	8 weeks
At least four year’s service but less than five year’s service	10 weeks
At least five year’s service but less than six year’s service	12 weeks
At least six year’s service but less than seven year’s service	14 weeks
At least seven year’s service but less than eight year’s service	16 weeks
At least eight year’s service but less than nine year’s service	18 weeks
At least nine year’s service but less than ten year’s service	20 weeks
At least ten year’s service but less than eleven year’s service	22 weeks
11 years service and over	24 weeks

- (c) The calculation of the compensatory redundancy payment shall take into consideration any period of part-time employment by the employee during their current period of employment with the employer.
- (d) The entitlements due to the employee (eg compensatory redundancy payment, annual leave, annual leave loading, long service payment, notice period, etc) shall be paid in a lump sum on the last day of employment.
- (e) The employee shall be entitled to receive (at least) a certificate of service on their termination. Such certificate of service shall contain (at least) the commencing and finishing dates of service.

40. NO FURTHER CLAIMS

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

41. NO PRECEDENT

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

42. SIGNATORIES TO THE AGREEMENT

Ms Margaret Alison Lawson is duly authorised on behalf of the employer, Fahan School (ACN 009 575 517), to sign The Fahan School (General Staff) Enterprise Agreement 2024:

 19/12/2023

Margaret Alison Lawson
Principal
Fahan School
1 Fisher Lane
Sandy Bay, 7005

Karen Margaret Tonks, as the nominated signatory for and on behalf of employees employed by the employer and covered by this Agreement:

 19/12/2023

Karen Margaret Tonks
Administrative Officer Academic and Alumni
Fahan School
1 Fisher Lane
Sandy Bay, 7005

CONTACT THE IEU

STREET ADDRESS

120 Clarendon Street, Southbank, Victoria 3006

POSTAL ADDRESS

PO Box 1320, South Melbourne, Victoria 3205

TELEPHONE

(03) 9254 1860

FREECALL

1800 622 889 (Country Members)

EMAIL

info@ieuvictas.org.au

WEBSITE

www.ieuvictas.org.au

SOCIAL MEDIA

@ieuvictas



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This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

