



Fahan School (Teachers) Enterprise Agreement 2024

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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Fahan School
(AG2023/5349)

FAHAN SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2024

Educational services

DEPUTY PRESIDENT BOYCE

SYDNEY, 29 JANUARY 2024

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

[1] An application has been made for approval of an enterprise agreement to be known as the *Fahan School (Teachers) 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.

Undertakings

[2] The Employer has provided written undertakings dated 24 January 2024. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Educational Services (Teachers) Award 2020*, and that the undertakings will not result in substantial changes to the Agreement.

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.

Conclusion

[4] Subject to the undertakings referred to above, 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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Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/5349

Application for approval of The Fahan School (Teachers) Enterprise Agreement 2024 -2027

Applicant:

Fahan School

Section 185 - Application for approval of a single enterprise agreement

Undertaking - Section 190

I, **Margaret Alison Lawson, Principal**, have the authority given to me by Fahan School to give the following undertaking with respect to the **The Fahan School (Teachers) Enterprise Agreement 2024 -2027** ("the Agreement");

Fahan School the employer provides and undertaking that an employee can be represented by a person or organisation of their choosing at any stage during a dispute resolution process and as would be required by s186(6)(b) of the Act.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Date 24 January 2024

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

1. TITLE

This Agreement shall be known as The Fahan School (Teachers) Enterprise Agreement 2024.

2. ARRANGEMENT

1.	Title	1
2.	Arrangement	1
3.	Definitions	2
4.	Parties to this Agreement	2
5.	Replacement of the Existing Agreement	3
6.	Date and Operation of Agreement	3
7.	Relationship to the NES	3
8.	Relationship to the Award	3
9.	Purpose of the Agreement	3
10.	Job Security/Financial Viability	4
11.	Dispute Resolution	4
12.	Consultative Committee	4
13.	Agreement Consultation Term	4
14.	Agreement Flexibility Term	7
15.	Teacher Entry Levels and Progression	8
16.	Salaries and Salary Adjustment Mechanism	10
17.	Absorption of FWC Wage Review or Other Increases	12
18.	Responsibility Allowances	12
19.	Temporary Responsibility Allowances	13
20.	Co-Curricular Allowance Scheme	14
21.	Overnight Allowance and Camp Preparation Time	15
22.	Averaging and Variability of a Teacher's Ordinary Hours of Work	15
23.	Teacher Attendance	16
24.	Timetabling of Attendance for Part-Time Teachers	16
25.	Contact Time and Other Duties	16
26.	Hours of Contact Time and Release Time	17
27.	Additional Release Time for Beginning Teachers	17
28.	Supervisions (Coverage for Absent/Unavailable Teachers)	17
29.	Additional Duties and Minimum Breaks	18
30.	Flexible Hours	18
31.	Probation Period for New Teachers	18
32.	Application for Part-Time Positions	19
33.	Paid Parental (Primary Carer) Leave	19
34.	Paid Parental (Support Person) Leave	20
35.	Domestic Violence Leave	21
36.	Renewal Leave Scheme	22
37.	Pandemic Leave	26
38.	Communicable Diseases Leave	26
39.	Exceptional Personal Circumstances Leave	27
40.	Personal Leave	28
41.	Personal Leave Reserve	28
42.	Cultural and Ceremonial Leave	28
43.	Non-Term Time Leave and Annual Leave	30
44.	Annual Work Program	30
45.	No Further Claims	30
46.	Leave Reserved	30
47.	Signatories	31

3. DEFINITIONS

Act means the *Fair Work Act 2009*.

Agreement means the *Fahan School (Teachers) Enterprise Agreement 2024*.

Award means the *Educational Services (Teachers) Award 2020*.

Casual Teacher means a Teacher who is engaged on a casual basis for a period not exceeding four weeks.

Provided that such casual engagement may be extended to one term by agreement between the employer and the Teacher, in circumstances where the Teacher is engaged as a replacement for another Teacher.

DECYP means the Tasmanian Department of Education, Children and Young People.

FTE means Full-Time Equivalent and described a Part-Time Teacher's teaching load relative to that of a Full-Time Teacher.

Full-Time Teacher means any Teacher other than a Casual, Part-Time or Temporary Teacher.

NES means the National Employment Standards detailed within Part 2-2 of the *Fair Work Act 2009*.

Part-Time Teacher means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.90 FTE. A Part-Time Teacher who works above 0.90 FTE at the direction of the Employer will be considered Full-Time and paid accordingly.

Provided that where a Teacher requests to work above 0.90 FTE, though less than 1.00 FTE the Teacher will be considered part-time and paid accordingly.

Teacher means a person who is registered to teach in the State of Tasmania and is employed as a Teacher at the School.

Temporary Teacher means a Teacher employed to work full-time or part-time for a period which is not more than a full school year, but not less than four school weeks.

Provided that a Temporary Teacher may be employed for a period in excess of a full school year but not more than three full school years where such a Teacher is replacing a Teacher who is to be absent from his or her role for a period in excess of one year.

Unqualified Teacher means an Employee engaged as a Teacher who holds a current Limited Authority to Teach issued by the Teacher Registration Board Tasmania, though is neither fully or provisionally registered as a Teacher with that body.

4. PARTIES TO THIS AGREEMENT

- (i) The parties to this Agreement are:
 - (a) The Fahan School, (ACN 009 575 517) Fisher Avenue, Sandy Bay, Tasmania 7005 (the employer)
 - (b) Teachers employed by the employer under the scope of the Award.
 - (c) The Independent Education Union of Australia.
- (ii) The parties to this agreement agree the agreement does not cover:
 - (a) School Principal
 - (b) School Deputy Principal

- (c) Head of Junior School

5. REPLACEMENT OF THE EXISTING AGREEMENT

This Agreement replaces *The Fahan School (Teachers) Enterprise Agreement 2021*. No right, obligation or liability incurred or accrued under the 2021 Agreement is affected by the approval of this Agreement.

6. DATE AND OPERATION OF AGREEMENT

Subject to the date of approval by the Fair Work Commission, this Agreement commences on the first full pay period commencing on or after 1 January, 2024 and shall nominally expire on 31 December, 2026.

7. RELATIONSHIP TO THE NES

This Agreement does not exclude the NES and the NES provisions will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.

8. RELATIONSHIP TO THE AWARD

- (i) This Agreement incorporates the Award as is in force from time to time.
- (ii) To the extent that a term of this Agreement deals with the same matter(s) as a term of the Award, the Agreement term will prevail in its entirety.
- (iii) Where this Agreement is silent on a matter which is dealt by a term of the Award the Award term shall apply.

9. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is:

- (i) To maintain and improve the productivity, efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will increase the performance of the School and offer secure, worthwhile and fulfilling employment for teachers.
- (ii) To adopt a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School.
- (iii) To develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education.
- (iv) To develop management systems and work practices capable of assuring all stakeholders of the quality of the School's services.
- (v) To maintain the School as a provider of services to the community through the continued awareness of increasing pressures on operating costs and encouragement of optimum resource usage.
- (vi) To maximise the learning outcomes for students through quality teaching.
- (vii) To share equitably the benefits of enhanced service delivery among teachers and the School community.
- (viii) To provide a safer and better working environment.
- (ix) To ensure the continuation of the stable industrial relations framework that exists in the School.

10. **JOB SECURITY/FINANCIAL VIABILITY**

The parties to the Agreement are committed to both job security for Teachers and the ongoing financial viability of the School.

11. **DISPUTE RESOLUTION**

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

- (i) this Agreement; and/or
- (ii) the Award; and/or
- (iii) the NES.

Provided that where a disputed condition of employment remains unresolved following negotiation between the parties, the matter may be referred to Fair Work Commission (or any subsequent Authority which replaces the FWC) for resolution by the means available to it under the Act, including arbitration. Where a matter is referred the parties are entitled to be represented by the person or organisation of their choice.

12. **CONSULTATIVE COMMITTEE**

For the life of this Agreement a consultative committee shall continue to operate under its own terms of reference. The parties to this agreement recognise the potential value of workplace consultation.

13. **AGREEMENT CONSULTATION TERM**

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

Major change

- (ii) For a major change referred to in sub-clauses 13(i)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) clauses 13(iii) to (ix) apply.
- (iii) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (iv) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
- (v) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 1. the introduction of the change; and
 2. the effect the change is likely to have on the employees; and
 3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 1. all relevant information about the change including the nature of the change proposed; and
 2. information about the expected effects of the change on the employees; and
 3. any other matters likely to affect the employees.
- (vi) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (vii) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (viii) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clause 13(ii)(a) and clauses 13(iii) and 13(v) are taken not to apply.
- (ix) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (x) For a change referred to in sub-clauses 13(i)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) clauses 13(xi) to (xv) apply.

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

If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(xiii) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

1. all relevant information about the change, including the nature of the change; and

2. information about what the employer reasonably believes will be the effects of the change on the employees; and

3. information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

(xvi) For the purposes of clauses 13(x) to (xv), the employer's educational timetable in respect of academic classes and student activities which:

(a) may operate on a term, semester or school year basis; and

(b) ordinarily change(s) between one period of operation and the next; and

(c) may change during the period of operation;

is not a regular roster change.

(xvii) However, where a change to the employer's educational timetable has an impact on an employee and the underpinning reason for the change falls outside of the matters described in sub-clause 13(xvi) herein, then sub-clauses 12(xi) to (xv) will apply.

(xvii) In this term:

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

14. AGREEMENT FLEXIBILITY TERM

- (i) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 1. arrangements about when work is performed;
 2. overtime rates;
 3. penalty rates;
 4. allowances;
 5. leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in sub-clause (ii)(a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (ii) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under Section 172 of the Act; and
 - (b) are not unlawful terms under Section 194 of the Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (iii) The employer must ensure that the individual flexibility arrangement:
 - (a) in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 1. the terms of the enterprise agreement that will be varied by the arrangement; and
 2. how the arrangement will vary the effect of the terms; and
 3. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (iv) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (v) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

15. TEACHER ENTRY LEVELS AND PROGRESSION

- (i) For the life of the Agreement this section prevails over sub-clauses 14.3 and 14.4 of the Award.
- (ii) **Relevant teacher training** means qualifications considered relevant to teaching and/or education at the School by the employer. The relevance (or otherwise) of a person's qualifications shall be determined in accordance with the procedure outlined in clause 15(viii) of this Agreement.
- (iii) Unqualified Teachers teaching on a limited authority to teach will commence at Step 1 and will not progress beyond Step 2 of the salary scale detailed in clause 16(i) of this Agreement.
- (iv) A Teacher who is recognised as two-year trained will commence at Step 1 of the salary scale and will not progress beyond Step 6 of the salary scale detailed in clause 16(i) of this Agreement.
- (v) A Teacher who is recognised as three-year trained will commence at Step 4 of the salary scale and will not progress beyond Step 12 of the salary scale detailed in clause 16(i) of this Agreement.
- (vi) A Teacher who is recognised as four-year trained will commence at Step 4 of the salary scale detailed in clause 16(i) of this Agreement.
- (vi) A five-year trained Teacher who;
 - (a) has successfully completed the minimum qualifications necessary for registration as a Teacher in Tasmania, but no further relevant Teacher training qualification shall commence at Step 6 of the salary scale detailed in clause 16(i) of this Agreement.
 - (b) has successfully completed the minimum qualifications necessary for registration as a Teacher in Tasmania, plus further relevant Teacher training qualification(s) shall commence at Step 7 of the salary scale detailed in clause 16(i) of this Agreement.
- (vii) Determining Relevant Teacher Training
 - (a) Under the terms of this Agreement the employer has the discretion to determine the relevance or otherwise of an applicant's qualifications.
 - (b) Where the employer (or agent acting on the employer's behalf) identifies that qualifications held by an applicant are not considered relevant to teaching and/or education at the School the employer is obliged to notify the applicant of the situation in writing as part of the recruitment process (e.g. in the offer of employment). Such notification must include details of;
 - 1. the qualifications the employer considers relevant; and
 - 2. any effect the decision will have on the starting salary and conditions of employment of the applicant should they accept the position on offer, and
 - 3. all other information that may be relevant.
- (ix) Recognition of Additional Recognised Teaching Qualifications

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

(x) Progression

- (a) Effective from the date of approval of this Agreement, and subject to a Teacher's satisfactory service during the previous 12 months, full time and Part-Time Teacher's with an FTE of 0.50 or more will progress at the rate of one scale step in the teaching salary scale for each completed *full school year of continuous service*. Part time teachers with an FTE of less than 0.50 will progress one scale step in the teaching salary scale after every two completed school years of continuous service.
- (b) Where the aggregate of a Part-Time Teacher's employment over any two consecutive school years is equal to or more than 1.00 FTE they will be entitled to progress at the rate of one scale step in the teaching salary scale for each of those years, subject to;
1. the Teachers' employment over each of the two school years has been continuous (i.e. the Teacher will have completed 2 x full school years of continuous service); and
 2. the satisfactory service of the Teacher over the period.
- (c) For the purposes of this clause a *full school year of continuous service* is defined as a calendar year in which the Teacher is continuously employed for the duration of the school year. In addition, and also for the purposes of this clause, where a part-time or full-time teacher proceeds on leave without pay during the course of the school year their FTE will be adjusted accordingly by application of the following formula.

$$\frac{\text{Teachers existing FTE}}{\text{actual term weeks this school year}} \times \frac{(\text{actual term weeks this school year} - \text{total term weeks leave w/o pay})}{1}$$

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

The result of the calculation is the adjusted FTE figure to be used in determining the Teacher's rate of progression in accordance with sub-clauses 15(x)(a) and (b) above.

(xi) Criteria for Progression to Step 13

In order to access the Step 13 classification a teacher must have completed 12 months full-time service at Step 12 of the salary scale (or equivalent part time service, as calculated in accordance with the process outlined in sub-clause 15[x]).

(xii) Criteria for Progression to Step 14

In order to access the Step 14 classification a Teacher must have hold full registration with the Teacher's Registration Board Tasmania and have completed 12 months full time service at Step 13 of the salary scale (or equivalent part-time service, as calculated in accordance with the process outlined in sub-clause 15[x]).

16. SALARIES AND SALARY ADJUSTMENT MECHANISM

(i) Salaries

For the life of the Agreement this section prevails over sub-clause 17.1 of the Award.

Eff. Date	Existing - 31 st December, 2023	From 1 st January, 2024
	Existing	+ 5.00%
Step 1	\$65,788	\$69,077
Step 2	\$69,101	\$72,556
Step 3	\$72,235	\$75,847
Step 4	\$75,372	\$79,141
Step 5	\$78,462	\$82,385
Step 6	\$81,541	\$85,618
Step 7	\$84,801	\$89,041
Step 8	\$88,076	\$92,530
Step 9	\$91,316	\$97,240
Step 10	\$94,194	\$102,136
Step 11	\$98,394	\$106,827
Step 12	\$104,780	\$112,136
Step 13	\$108,976	\$114,425
Step 14	\$110,713	\$116,249

Please Note: The Step 8 to 12 salaries have been increased by more than 5.00% where necessary to bring them to a calendar year income equal to 101% of the corresponding DECYP service level calendar year income (Please refer to sub-clause 15(ii)(e) herein).

(ii) Annual Salary and Allowance General Adjustment Mechanism 2025 and 2026

(a) Subject to the satisfaction of the requirements detailed in this sub-sub-clause 16(ii)(a)(1) and (2) a salary increase shall take effect from 1 January in each calendar year of the life of this agreement:

1. the percentage increase to be applied shall be the Australian Bureau of Statistics All Group annual CPI for Hobart for the 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 thirdly that where the application of the “percentage figure” in accordance with the above 2 dot points means that the calendar year income at the Fahan School Step 14 classification is less than 101.00%

of the calendar year income of the Tasmanian Teaching Service Band 1 Level 13 classification less the annual leave loading component the “percentage figure” to be applied in that calendar year shall be adjusted to ensure the calendar year income at the Fahan School Step 14 classification is equal to 101.00% of the calendar year income of the Tasmanian Teaching Service Band 1 Level 13 classification less the annual leave loading component.

2. **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 16 (ii)(a)1.

- (b) The “percentage figure” determined in accordance with sub-clause 16(ii)(a) herein shall be applied to;
 1. each step of the salary scale detailed in sub-clause 16(i) herein; and structurally adjusted in accordance with the requirements of sub-clauses 16(iii) herein; and
 2. each allowance level detailed in clause 18(i) herein; and
 3. the annual budget for the co-curricular allowance scheme detailed in clauses 20(iii) and 20(iv) herein.
- (c) Annual salary and responsibility allowance rates adjusted in accordance with clauses (a) and (b) of this section shall remain in effect until such time as the next increase detailed in this Agreement takes effect.

(iii) Additional Salary and Allowance Adjustment Mechanism 2025 and 2026

In addition to the general adjustment mechanism agreed in 16 (ii) on 1 January of each year (2025 and 2026) the employer will review the salary scale increases applied on that date in accordance with this sub-clause to confirm that the calendar year salaries paid at each step level of the Fahan salary scale are at least 101% of the calendar year salary paid at the corresponding step of the DECYP teacher scale for that year. Where that assessment confirms that the Fahan step level salary is less than that benchmark, the necessary additional adjustment shall be applied. If all benchmark steps are at least 101% of the benchmark DECYP level as at 1 January 2025 then there is no further adjustment required from this mechanism until the next review date being 1 January 2026.

Provided also that the following comparison table identifies the Fahan/DECYP steps/levels that will be compared:

Fahan	DECYP
Step 4	B1L4

Step 5	B1L5
Step 6	B1L6
Step 7	B1L7
Step 8	B1L8
Step 9	B1L9
Step 10	B1L10
Step 11	B1L11
Step 12	B1L12
Step 13	B1L13
Step 14	B1L13

17. ABSORPTION OF ANNUAL WAGE REVIEW OR OTHER INCREASES

Fair Work Commission Annual Wage Review adjustments (or any subsequent safety net adjustments) which apply during the life of this Agreement are absorbed by the agreed salary levels specified by Section 16 of this Agreement and do not flow on to the Agreement.

18. RESPONSIBILITY ALLOWANCES

(i) Allowances Table

For the life of the Agreement this Section prevails over sub-clause 19.3 of the Award.

Eff. Date	Existing - 31 st December, 2023	From 1 st January, 2024
	Existing	+5.00% & Step 12 Adjustment
Level 1	\$2,096	\$2,243
Level 2	\$4,191	\$4,485
Level 3	\$6,287	\$6,728
Level 4	\$8,382	\$8,971
Level 5	\$10,478	\$11,214
Level 6	\$12,574	\$13,456
Level 7	\$14,670	\$15,699
Level 8	\$16,766	\$17,942
Level 9	\$18,861	\$20,184
Level 10	\$20,957	\$22,429

**Refer to Clause 16(ii) for further important details about responsibility allowance increases over the life of the Agreement.*

(ii) Teachers appointed by the employer to carry out duties/responsibilities additional to those detailed in the Award under the definition of “teacher” and

the “other duties” set out in Section 25 of this Agreement, will, in addition to their salary, be paid a responsibility allowance based on the skills required and the nature of the higher responsibilities or additional duties to be undertaken.

- (a) Each level is calculated on the basis of 2% of the Step 12 of the salary scale. For example, a Level 5 allowance would be 10% of the Step 12 of the salary scale. These allowances increase on the same operative dates that apply to Salaries in clauses 16(i) and 16(ii).
- (b) These allowances will only be paid while a teacher undertakes additional responsibilities. The responsibility allowance to be paid, the additional responsibilities to be undertaken, the duration of the responsibilities and the period of notice to be given if the responsibilities are to be changed or terminated shall be set out in writing before the additional responsibilities commence.
- (c) The selection of the appropriate allowance level for a particular responsibility will be determined by the employer's normal processes.
- (d) The degree of time release for a particular responsibility will be left to the discretion of the Principal and will be determined by the employer's normal processes.
- (e) Responsibility Allowances will be available to any teacher performing an additional responsibility where the period of appointment exceeds one (1) term.
- (f) The procedures for accessing the responsibility allowance may be revised using the School's consultative processes. Teachers affected by any revision of the procedures must be advised, individually, within 7 days.

19. TEMPORARY RESPONSIBILITY ALLOWANCES

- (i) Temporary responsibility allowances shall be paid where a Teacher performs duties, which attract an allowance, for a fortnight or more. The allowances payable are those detailed in Section 18 of this Agreement.
- (ii) In the case of a teacher assuming the duties of another teacher for which a responsibility allowance is paid, the Teacher shall be paid the appropriate responsibility allowance for that task, or part of that task, for the period of the temporary appointment.
- (iii) The employer shall set out the terms, conditions and duration of a temporary responsibility allowance appointment in writing to the teacher.
- (iv) Where a Teacher receiving a temporary responsibility allowance under clause (i) of this Section, proceeds on approved paid leave, the Teacher will continue to receive that temporary responsibility allowance for the period of leave which falls within the agreed period of temporary appointment.
- (v) Service increments applying to a Teacher's salary under Section 15 of this Agreement shall be taken into consideration and not absorbed into the total salary (i.e. salary plus responsibility allowance) if service increments occur during the period of appointment to a temporary responsibility allowance.
- (vi) Notwithstanding the conditions outlined in clause (v) herein, temporary responsibility allowances are not to be considered a part of a Teacher's total salary except for superannuation payments required by legislation.

- (vii) Temporary responsibility allowance appointments are not to exceed one (1) term in duration.
- (i) Where a Teacher is assigned a responsibility in excess of one term, then Section 18 - Responsibility Allowances of this Agreement applies.

20. CO-CURRICULAR ALLOWANCE SCHEME

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

- (i) All staff will contribute to the support of Co-Curricular Activities undertaken at the School. As a reasonable guide this is to be 40 points (equating to approximately 40 hours). Staff that exceed that level of expected contribution will be recognised through the operation of the Co-Curricular Allowance Scheme.
- (ii) Teaching staff that are not able to contribute to that level of desired contribution may apply to the Principal for a reduced level of contribution.
- (iii) The annual budget for the scheme in 2024 is \$13,162.
- (iv) The figure detailed in clause 19(iii) shall be indexed in each calendar year during the life of this Agreement by the "percentage figure" determined and applied in accordance with the requirements of clause 16(ii) herein.
- (v) Prior to the commencement of each school year during the life of this Agreement a list of the co-curricular activities shall be developed by the School in consultation with teaching staff. Individual co-curricular activities included in the list will be allocated a point score determined as part of the consultation process.
- (vi) Point allocations will be based on the underlying principle that 1 point equals approximately 1 hour of time commitment on average for the specific co-curricular activity undertaken. Other considerations may be included by the Principal in the allocation of points to hours that may vary the point allocation away from an average of 1 to 1 for a specific activity. Where that is the case the divergence will be noted and the reasoning(s) for it included on the agreement list.
- (vii) Where agreement on the activities to be included on the list and/or the point score allocated to a list activity cannot be reached the decision to be made shall rest with the Principal. Should the Principal be required to exercise that power that decision is final and shall not establish grounds for a dispute under Section 11 of this Agreement.
- (viii) The list may be extended or altered during the course of the year, provided the decision to do so has been reached through consultation between the School and teaching staff and the recommended changes have been approved by the Principal.
- (ix) School camps undertaken within Tasmania and Australia are not considered list items. International trips may be included on the annual list where they are planned and approved to be undertaken.
- (x) Where the undertaking of a planned co-curricular activity and its time commitment significantly exceeds the planned time (points) contained in the activity list the staff may apply for further point consideration from the Principal.
- (xi) Where a Teacher accumulates, during the course of the school year, points in excess of the 40 point threshold he or she shall become eligible for an additional payment under the terms of the scheme.

- (xii) Subject to clause 20(i) herein a teacher who has achieved the scheme payment threshold shall be entitled to a payment of \$13.16 per point (increased from 1 January in each calendar year of the life of this Agreement in accordance with the adjustment mechanism described in clause 16(ii) herein) for each approved co-curricular point they work during the remainder of the school year.
- (xiii) Part-Time Teachers expected contribution will be the pro rata equivalent of the contribution noted at (xi)(a).
- (xiv) The School will be responsible for managing and maintaining records for the scheme.
- (xv) Where the total additional points attracting a payment exceed 1000 in any one school year, the hourly payment rate shall be reduced to ensure the scheme cap for that school year is not exceeded.

21. OVERNIGHT ALLOWANCE AND CAMP PREPARATION TIME

- (i) For the life of this Agreement Teachers will be paid an allowance of \$50.00 per night for each night they are away from home as a result of participating in an overnight student camp or international trip.
- (ii) Where a Teacher is required to be away from school/home for a period of four consecutive nights or more due to his or her participation in an overnight student camp, the Teacher will also be entitled to a half day of release from the Teacher's allocated contact time and other duties to allow for preparation;
 - (a) during the afternoon of the school day immediately preceding the camp commencement date; and
 - (b) during the morning of the school day immediately following the camp conclusion date; or
 - (c) at another time/date as approved by the Principal or Deputy Principal.

Provided that where a Part-Time Teacher qualifies for this preparation release time and is not rostered to work on the day immediately preceding the commencement of the camp and/or the day immediately following the conclusion of the camp the release time will be taken on the next available school day on which the Teacher is rostered to work.

22. AVERAGING AND VARIABILITY OF A TEACHER'S ORDINARY HOURS OF WORK

- (i) Notwithstanding the NES, and due to the operational nature of employers in the industry, the ordinary hours of a Teacher employed under the terms of this Agreement may be averaged over a 12-month period.
- (ii) The ordinary hours of a teacher during term weeks are variable. In return a Teacher is not generally required to attend for periods of time when the students are not present, subject to the needs of the employer with regard to professional development, student free days and activities requiring the teacher's attendance.

23. TEACHER ATTENDANCE

- (i) For the life of this Agreement this Section prevails over clauses 15.5 and 15.6 of the Award.
- (ii) The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 200 in each school year.

Provided that the following circumstances are not included when calculating the 200 teacher 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 teacher appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
- (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a teacher may be recalled to perform duties relating to their position.

24. TIMETABLING OF ATTENDANCE FOR PART-TIME TEACHERS

The timetabling of part-time teaching staff classes/duties will consider and, where possible, appropriately limit the number days on which a Part-Time Teacher is required to attend school to a workable and practical minimum.

25. CONTACT TIME AND OTHER DUTIES

Contact time at The Fahan School shall mean;

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

Other duties of teachers at The Fahan School include:

- (iii) Playground (buildings and grounds) duties, attendance at Assemblies and Gatherings, tutorials for students and supervisory duties including supervision for absent teachers, except where these are negotiated as part of a teacher's contract of employment. Such additional duties shall not exceed an average of 3 hours per week.
- (iv) Co-curricular duties after School hours and at weekends normally held during term time. The extent of such duties shall be determined in accordance with the process described in Section 20 of this Agreement.

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

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

26. HOURS OF CONTACT TIME AND RELEASE TIME

(i) Primary School

A full-time primary Teacher's hours of contact time shall be 23 hours per week, which includes regularly timetabled assemblies and periods of pastoral care from 8.15 - 8.45am. For full-time specialist Teachers in the primary school the hours of contact time shall be 21 hours per week. Other duties detailed in 25(iii) shall not exceed 2 hours in the Primary School.

(ii) Secondary School

A full-time secondary Teacher's hours of contact time shall be 20 hours per week, which includes regularly timetabled periods of pastoral care.

(iii) Release Time for Curriculum Co-Ordinators

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

27. ADDITIONAL RELEASE TIME FOR BEGINNING TEACHERS

(i) A beginning Teacher who is:

(a) employed on an FTE of 0.50 or more; and

(b) in their first year of employment as a Teacher since graduating;

will be entitled to two periods of time release per week, or the equivalent contact time release in the primary school, from his or her actual teaching load.

(ii) A beginning Teacher who is on an FTE of less than 0.50 will be entitled to one period of time release per week, or the equivalent contact time release in the primary school, from his or her actual teaching load.

(iii) This additional time-release is to be employed for mentoring, observation of teaching practice, professional learning, planning and preparation.

28. SUPERVISIONS (COVERAGE FOR ABSENT/UNAVAILABLE TEACHERS)

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

(ii) Where practicable to do so, and subject to the requirements of clause 28(iii) herein the maximum number of supervisions a teacher may be required to undertake will be limited to five supervisions per term unless otherwise agreed between the employee and the employer.

(iii) Where, by agreement, the total number of supervisions undertaken by an individual Teacher in any one term exceeds the amount specified by clause 28(ii) herein the Teacher shall be entitled to an allowance of \$30.00 for each additional supervision [i.e. those in excess of the supervisions specified by clause 28(ii)].

29. ADDITIONAL DUTIES AND MINIMUM BREAKS

- (i) For the purpose of this clause additional duties shall include, but may not be limited to, playground duties, meeting or co-curricular activities, or similar activities undertaken during the school's recess or lunchtime periods.
- (ii) For the purpose of calculating an employee's total ordinary hours of work, in accordance with Clause 15 of the Award, additional duties shall be counted as work time.
- (iii) **Provided that** additional duties shall not be counted as work time, or work, in respect of Clause 16 of the Award. For clarity, the school's recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

30. FLEXIBLE HOURS

Flexible hours may be mutually agreed by the employer and an individual Teacher providing that no more than 6 hours of timetabled classes are scheduled on any one day.

31. PROBATION PERIOD FOR NEW TEACHERS

31.1 Teachers, other than Temporary Teachers

- (i) Commencing Teachers, other than Temporary and Casual Teachers, will be required to complete a six-month probation period upon the commencement of their employment (i.e. from the day they first report for work).
- (ii) Where a Teacher is absent, other than on paid leave, during the probationary period for any period(s) exceeding two consecutive weeks the probationary period shall be extended by the total period(s) of absence.
- (iii) Subject to the successful completion of probationary period appraisal before the conclusion of the probationary period, a Teacher will be granted permanent employment. The parties to be involved in completing the appraisal process will be the Teacher, the employee to whom the Teacher reports and either the Deputy Principal or Principal.
- (iv) Nothing in this section prevents an employer from terminating the employment of a Teacher during the probation period where it is deemed necessary. Where a Teacher's employment is terminated during his or her probation the provisions the Award shall apply.

31.2 Temporary Teachers

- (i) At the discretion of the employer, a Temporary Teacher may be required to complete a probation period upon commencement of employment. Where a probationary period of employment is deemed necessary the duration of the probation period will be determined by the employer and communicated to the prospective employee in the written offer of employment.
- (ii) Subject to clause 31.2(iii), where a Temporary Teacher is absent, other than on paid leave, during the probation period for any period(s) exceeding two consecutive weeks the probationary period may be extended by the total period(s) of absence.
- (iii) Where the application of clause 31.2(ii) would extend the probation period beyond the termination date for the Temporary Teacher's contract clause 31.2(ii) shall have no effect.

- (iv) Where a probationary period is set for a Temporary Teacher, the continuation of employment beyond the probation period is subject to successful completion of his or her probation.
- (v) Where a Temporary Teacher is required to undertake a probationary period appraisal as part of the probation assessment this requirement will be detailed in the letter of appointment. The parties to be involved in completing the appraisal will be the Teacher and the employee to whom the Teacher directly reports.
- (vi) Nothing in this section prevents an Employer from terminating the employment of a Temporary Teacher during the probation period where it is deemed necessary. Where a Teacher's employment is terminated during his or her probation the provisions of Section 32 of the Award shall apply.

31.3 Casual Teachers

- (i) A Casual Teacher will not be required to participate in the probationary processes of the Employer.
- (ii) Where a Casual Teacher is re-classified, for whatever reason, as either a Full-Time Teacher or Part-Time Teacher they will be required to undertake a period of probationary employment in accordance with the requirements of sub-section 30.1 herein, commencing from the date of the Employee's re-classification.
- (iii) Where a Casual Teacher is re-classified, for whatever reason, as a Temporary Teacher they may be required, at the Employer's discretion, to undertake a period of probationary employment in accordance with the requirements of sub-section 31.2 herein, commencing from the date of the Employee's re-classification.

32. APPLICATION FOR PART-TIME POSITIONS

- (i) A Full-Time Teacher is able to make application to the Principal for a part-time position.
- (ii) Where such application is received the School will give due consideration to the application and will provide a written response to the applicant within 21 days of receipt of the application.

33. PAID PARENTAL (PRIMARY CARER) LEAVE

- (i) For the purposes of this section the term "paid primary carer leave" shall be taken to mean Paid Parental (Primary Carer) Leave.
- (ii) Subject to clause 33(vi) herein, for the life of this Agreement this Section applies in addition to Part 2-2, Division 5, of the Act.
- (iii) To be eligible for paid primary carer leave a Teacher must;
 - (a) 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
 - (b) be otherwise eligible for a period of unpaid parental leave in accordance with the relevant provisions of the Act; and
 - (c) be the primary care provider for the child or children for the duration of the nominated parental leave period.

(iv) A Teacher who is able to meet all of the qualifying criteria detailed in sub-clause 33(iii) herein shall be entitled to the following parental leave provisions:

(a) Paid primary carer leave of 18 weeks on full pay; and

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

(iii) A Part-Time Teacher, who is eligible for paid primary carer leave in accordance with clause 33(iii) herein may take leave in accordance with clause 36(iv) herein. The payment to which the Part-Time Teacher shall be entitled shall be determined by the Teacher's FTE immediately before the commencement of the period of paid primary carer leave.

(iv) Teachers 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.

(v) A Teacher shall 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.

34. PAID PARENTAL (SUPPORT PERSON) LEAVE

(i) For the purposes of this section the term "paid support leave" shall be taken to mean Paid Parental (Support Person) Leave.

(ii) A Teacher 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.

(iii) 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).

(iv) 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.

(v) Teachers who terminate 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.

- (vi) 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.

35. DOMESTIC VIOLENCE LEAVE

- (i) The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to employees who experience domestic violence.
- (ii) Domestic violence means physical, sexual, financial, verbal or emotional abuse by an immediate family member.
- (iii) Proof of domestic violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (iv) All personal information concerning domestic violence will be kept confidential. No information will be kept on an employee's personnel file without their express written permission.
- (v) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
- (vi) An employee experiencing domestic violence will have access to 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.
- (vii) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (viii) An employee who supports a person experiencing domestic violence may take Carer's leave to accompany them to court, to hospital, or to mind children.
- (ix) In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing domestic violence for:
 - (a) Changes to their span of hours or pattern of hours and/or work patterns,
 - (b) Changes to phone numbers or email addresses,
 - (c) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements. Such alternatives may be agreed on a temporary or permanent basis, on a case by case basis.
- (x) 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.

36. RENEWAL LEAVE

(i) Definitions

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

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

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

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

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

Normal salary rate means the salary a participant (as defined) would normally receive pursuant to Sections 15 and 16 of this Agreement, and any Award or Agreement conditions of employment that may apply, if they were not participating in the RLS (as defined).

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

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

RLS means the Renewal Leave Scheme.

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

(ii) Philosophy

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

(iii) Application to Participate

- (a) A permanent employee with a minimum of 2 years' continuous service may apply to participate in the RLS.
- (b) Application is to be made using the School's RLS application form.
- (c) Approval of 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. satisfaction that the person has obtained independent financial advice in respect of their participation in the RLS; and
 3. consideration of any other matter which may be relevant.
- (d) Where an employee's application to participate in the RLS is successful they shall be notified in writing and their participation in the scheme shall commence from the following 1 January.
 - (e) Where an employee's application to participate in the RLS is unsuccessful they shall be notified in writing of the decision.
 - (f) If an employee has taken their renewal leave and completed the RLS Agreement, or has withdrawn from the RLS in accordance with either sub-sub-clause (v)(c)3 or clause (xiv) of this Section, and again wishes to participate in the RLS, a fresh application must be made.
- (iv) Participation
- A participant in the RLS shall;
- (a) work for the first four calendar years of the RLS Agreement in order to complete the necessary leave accrual period.
 - (b) upon completion of the leave accrual period, take the following calendar year as the RLS Agreement leave period; and
 - (c) be paid at the participant salary rate (i.e. 80% of normal salary) for the duration of leave accrual period (a) and leave period (b) above.
 - (d) Unless otherwise agreed in writing payment shall be in accordance with the normal payment of wages procedures.
- (v) Suspension
- (a) Where a participant in RLS Agreement proceeds on any one (or combination) of the following forms of leave during the leave accrual period:
 1. Worker's compensation leave.
 2. Any form of leave without pay, including maternity leave without pay.
 3. Long service leave taken at the participant's normal salary rate in accordance with sub-sub-clause (vii)(a)(2) of this Section.
 4. Any form of leave which does not qualify as continuous service.

The RLS Agreement shall be suspended for the duration of the leave period. Where the employee is entitled to payment for the leave the payment shall be made in accordance with the employee's normal salary entitlements.
 - (b) Where an RLS Agreement is suspended in accordance with the provisions of sub-clause (a) above the suspension shall cease upon the employee's return to normal duties
 - (c) Where an RLS Agreement is suspended in accordance with the provisions of sub-sub-clause (a) above the employee shall, within 7 days of resumption of normal duties, indicate to the employer in writing their choice of one the following options:
 1. That the existing RLS Agreement be revised and a new Agreement issued detailing:
 - i) The duration of suspension of the existing RLS Agreement (to the nearest week).

- ii) The participant's decision to alter the dates of the leave accrual period so that a 4 year accrual period is completed as part of the RLS Agreement. The revised dates of the leave accrual period shall be included in the new RLS Agreement.
 - iii) The revised dates of the leave period which shall be now taken in the first full calendar year following the completion of the leave accrual period detailed in the new RLS Agreement.
 - iv) Where, under the terms of the new RLS Agreement, there is a period between the completion of the leave accrual period and the commencement of the leave period the employee shall, subject to other Agreement and Award requirements being satisfied, be paid at the normal salary rate for that period.
 - 2. The participant may nominate that the leave period dates detailed in the existing RLS Agreement remain unchanged, in which case payment for the leave period shall be adjusted to reflect the reduced leave accrual period (i.e. original 4 year leave accrual period less period of suspension from the RLS Agreement).
 - 3. The participant may terminate the RLS Agreement, in which case:
 - i) The RLS Agreement shall be terminated with effect from the date of commencement of the suspension period.
 - ii) The employee shall resume their normal employment arrangement from the day they resume normal duties.
 - iii) Subject to other Award and Agreement requirements (and any other legislative requirements) being satisfied the employee shall be paid their normal salary rate from the day they resume normal duties.
 - iv) Where an RLS Agreement has been terminated in accordance with the provisions of this sub-sub-clause the employee shall be paid an amount equal to the salary and allowances previously set aside as payment toward the leave period.
- (vi) Leave Period Payment Variations
- (a) Where variations to a participant's terms and conditions of employment take effect during the leave accrual period of an RLS Agreement those variations may to be taken into consideration when calculating the participant's leave period payment.
 - (b) Details of how general variations shall be calculated are available from the pay office.
 - (c) An employee is entitled to request that any calculation made in respect of a variation be reviewed by an organisation/person of their nomination.
- (vii) Long Service Leave
- (a) If a participant applies for and is granted permission to take long service leave during their leave accrual period, they shall choose one of the following payment methods: -
 - 1. Long service leave period to be paid at the participant salary rate applicable at the time of the leave; or
 - 2. Long service leave period to be paid at the normal salary rate applicable at the time of the leave; or

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

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

(viii) Salary Increments

The salary increments detailed in Sections 16 and 18 of this Agreement shall apply to a RLS participant.

(ix) Superannuation

- (a) Employee superannuation contributions are to be made for the duration of the RLS Agreement, based on the participant salary rate at the time of contribution.
- (b) It is the responsibility of the employee to obtain any personal superannuation advice, retirement benefits advice or other such advice prior to, or during, their participation in the RLS.

(x) Deductions

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

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

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

- (a) the accrued leave and other entitlements owing to the participant at the date of termination; plus
- (b) the salary and allowances set aside during the leave accrual period as payment toward the leave period; less
- (c) any monies relating to (b) already paid to the participant during the leave period;

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

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

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

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

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

(xiv) Withdrawal from RLS Agreement by Mutual Consent.

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

37. PANDEMIC LEAVE

- (i) This clause becomes operative when the Tasmanian Director of Public Health declares a Public Health Emergency for the State of Tasmania in relation to a pandemic.
- (ii) Where, under the scope of the declared Public Health Emergency, a Full-Time or Part-Time Teacher covered by this Agreement;
 - (a) 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
 - (b) has developed symptoms consistent with those described by the Tasmanian Public Unit for the pandemic disease and is absent from school;
 - 1) in order to be tested; or
 - 2) awaiting the results of the test; or
 - (c) has received his or her 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 37(ii)(a) to (c) above, or any combination thereof, be entitled to up to 2 weeks (10 days for a Full-Time Teacher, pro-rata for Part-Time Teacher) Paid Pandemic Leave, without deduction from his or her accrued Personal Leave balance, subject to the specific directions/prescribed periods requirements of the Public Health Unit in force at the time of the absence.

Where a Teacher has requested and/or made application for Paid Pandemic Leave he or she may be required to provide evidence that would satisfy a reasonable person of the validity of their claim.

38. COMMUNICABLE DISEASES LEAVE

- (i) 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.
- (ii) 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.
- (iii) Communicable diseases leave does not accrue from year to year.
- (iv) An application for Communicable Diseases Leave must be accompanied by a:
 - (a) 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
 - (b) 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.

- (v) 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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- (vi) 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.
- (vii) 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 38(iv). 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 38(i) and 38(ii).

39. EXCEPTIONAL PERSONAL CIRCUMSTANCES LEAVE

- (i) 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.
- (ii) 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.
- (iii) Exceptional personal circumstances leave does not accrue from year to year.
- (iv) 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.
- (v) Applications for exceptional personal circumstances leave are to be directed to the Principal. The Principal may request supporting evidence of the need for the leave at her discretion. The Principal, or their nominated delegate, has the sole discretion as to whether a claim for exceptional circumstances leave is approved and the decision is final.
- (vi) 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.

40. **PERSONAL LEAVE**

- (i) For the life of this Agreement this clause applies in addition to Chapter 2, Part 2.2, Division 7, Personal Leave of the *Fair Work Act 2009*.
- (iii) Commencing Teachers

Upon commencement of employment teachers employed under this Agreement, other than casuals or fixed term (or replacement) teachers engaged for a period of less than six (6) months, will be credited with a personal leave balance of equal to one (1) working week (based on their commencing FTE).

Provided that a commencing teacher credited with personal leave in this manner will not accrue any further personal leave during the first six (6) months of their employment and will revert to the accrual method prescribed in Division 7, sub-clause 96(2) of the *Fair Work Act 2009* if employment continues beyond six (6) months.

41. **PERSONAL /CARER'S LEAVE RESERVE**

- (i) Where an employee, other than a casual employee, covered by this agreement:
 - (a) has exhausted their entitlement to paid personal/carer's leave; and
 - (b) 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 Principal, 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.

42. **ABORIGINAL CULTURAL LEAVE**

- (i) 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.

- (ii) Definitions

- (a) **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.

- (b) **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 42(ii)(b)(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.
- (c) **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.
- (iii) **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.
- (iv) **Notice and Application**
- (a) An Aboriginal employee should provide notice to the employer at the earliest reasonable opportunity of their intention to access leave under this clause.
 - (b) 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.
 - (c) 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.
- (v) **Relief Employees**
- (a) Relief employees are entitled to leave work or not be available to attend work, for the purposes of this clause.

- (b) 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 42(i) and (ii).
- (c) A relief employee is not entitled to any payment for the period of non-attendance.
- (d) 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.

43 NON-TERM TIME LEAVE AND ANNUAL LEAVE

- (i) Full-Time Teachers and Part-Time Teachers who work a full year covered by this Agreement are entitled to 4 weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with, Non-Term time leave.
- (ii) Provided the provisions of clause 43(i) are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each calendar year during the life of this Agreement.

44. ANNUAL WORK PROGRAM

- (i) At the commencement of each school year during the life of this Agreement the employer shall prepare a high level work plan outlining the broad expectations for the year for the teaching group.
- (ii) This work plan will be distributed to teachers prior to the commencement of Term One (first student day).

45. NO FURTHER CLAIMS

- (i) The parties to this Agreement agree that for the duration of this Agreement, neither will make any further claims in respect of salaries or conditions of employment.
- (ii) The employer reserves the right to make additional payments, if considered appropriate.

46. LEAVE RESERVED

For the life of this Agreement the Principal will continue to trial a consultative opportunity, with the aim of developing an ongoing and workable model based on solution-focused collaboration between Teachers and members of the Senior Leadership Team. In the meantime, the consultative opportunity is open to staff and will be conducted in advance of the Senior Leadership Team Meetings once a Term and the effectiveness of the process will be monitored over the life of this Agreement.

47. SIGNATORIES

Mrs Margaret Alison Lawson (Full Name) is duly authorised on behalf of the employer, Fahan School (ACN 009 575 517), to sign The Fahan School (Teachers) Enterprise Agreement 2024:

 19/12/23

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

Susan Mary Wright, as the nominated signatory for and on behalf of employees employed by the employer and covered by this Agreement:

 19/12/23

Susan Mary Wright
Junior School Coordinator, Teacher
Fahan School
1 Fisher Lane
Sandy Bay, 7005

THE FAIR WORK COMMISSION

FWC Matter No.: **AG2023/5349**

Application for approval of The Fahan School (Teachers) Enterprise Agreement 2024 -2027

Applicant:

Fahan School

Section 185 - Application for approval of a single enterprise agreement

Undertaking - Section 190

I, **Margaret Alison Lawson, Principal**, have the authority given to me by Fahan School to give the following undertaking with respect to the **The Fahan School (Teachers) Enterprise Agreement 2024 -2027** ("the Agreement"):

Fahan School the employer provides and undertaking that an employee can be represented by a person or organisation of their choosing at any stage during a dispute resolution process and as would be required by s186(6)(b) of the Act.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Date 24 January 2024

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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.

