



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tarremah Steiner School Foundation Inc T/A Tarremah Steiner School
(AG2023/2240)

TARREMAH STEINER SCHOOL ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER PERICA

MELBOURNE, 28 JULY 2023

Application for approval of the Tarremah Steiner School Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Tarremah Steiner School Enterprise Agreement 2023* (the Agreement). The application is made under section 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs Better Pay) Act 2022* (Cth) (the Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[3] Under the transitional amendments made by Part 14 of Schedule 1 to the Amending Act, the genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was *before* 6 June 2023. The notification time for this Agreement was 25 October 2021.

[4] Under the transitional arrangements, by Part 16 of Schedule 1 of the Amending Act, amendments made to the better off overall test requirements for agreement approval applications apply where the agreement was made on or after 6 June 2023. This Agreement was made on 29 June 2023. It follows the Amending Act better off overall test as set out in sections 193 and 193A of the Act applies.

[5] The Employer has provided a written undertaking. A copy of this undertaking is attached in Annexure A. I am satisfied the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. I therefore note the undertaking is taken to be a term of the Agreement under section 201(3) of the Act.

[6] Subject to the undertaking, I am satisfied that each of the requirements of sections 186, 187, 188, 190, 193 and 193A relevant to this application for approval have been met. The Agreement does not cover all the employees of the employer, however, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[7] The Independent Education Union of Australia being a bargaining representative for the Agreement has given notice under section 183 of the Act that it wants the Agreement to cover it. I therefore note the Agreement covers the organisation under section 201(2) of the Act.

[8] The Agreement is approved today 28 July 2023. It will operate from 4 August 2023 as required by section 54 of the Act. The nominal expiry date is 31 December 2025.



COMMISSIONER

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Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/2240

Applicant: Tarremah Steiner School Foundation Inc

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

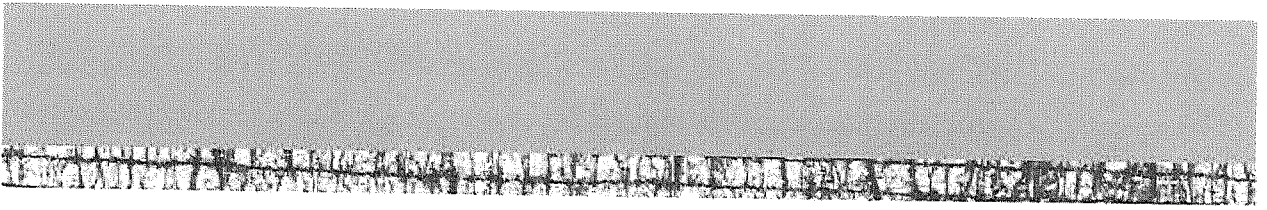
I, Mathew Bale, School Chair, have the authority given to me by Tarremah Steiner School Foundation Inc. to give the following undertakings with respect to the Tarremah Steiner School Agreement 2023:

1. Tarremah Steiner School will provide an undertaking that if the Act provides a more favourable condition in relation to stillbirth or miscarriage under Clause 31 of the Tarremah Steiner School Enterprise Agreement 2023 then the conditions of the Act will prevail.

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 25 July 2023



tarremah steiner school

TARREMAH STEINER SCHOOL

ENTERPRISE AGREEMENT 2023

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

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OPERATION OF THE AGREEMENT

1. TITLE

This Agreement shall be known as the *Tarremah Steiner School Enterprise Agreement 2023*.

2. SCOPE

This Agreement covers all employees of Tarremah Steiner School [The School].

3. PARTIES BOUND

This Agreement shall be binding upon:

1. Tarremah Steiner School Foundation Inc (TSSF), Nautilus Grove Huntingfield, Tasmania, 7055 (the employer)
2. Employees employed by TSSF under the scope of the Educational Service (Teachers) Award 2020 and the Educational Services (Schools) General Staff Award 2020 (the employees)
3. Independent Education Union Victoria Tasmania (the Union)

4. 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.

5. DATE AND PERIOD OF OPERATION

- 1) This Agreement shall operate from 1 January 2023 (or the date of commencement determined by the Fair Work Commission [FWC] if otherwise).
- 2) The nominal expiry date of this agreement will be 31 December 2025.

6. RELATIONSHIP TO AWARDS AND NES

For the purpose of this clause the Teachers Award means the *Educational Services (Teachers) Award 2020* [the Teachers Award] and General Staff Award means the *Educational Services (Schools) General Staff Award 2020* [the General Staff Award].

In addition, the *National Employment Standards* (NES) came into effect from 1 January 2010. The *National Employment Standards* (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 *Educational Services (Teachers) Award 2020* and the *Educational Services (Schools) General Staff Award 2020*].

It is important to note:

- 1) Tarremah Steiner School (employer) undertakes that the *Educational Services (Teachers) Award 2020* and the *Educational Services (Schools) General Staff Award 2020* as amended from time to time, shall be incorporated into the *Tarremah Steiner School Enterprise Agreement 2023*.
- 2) To the extent of any inconsistency between the relevant Award and this Agreement, the more favourable term will prevail.
- 3) Where this Agreement is silent on a particular matter the relevant terms of the relevant Award shall apply.
- 4) Where this Agreement and the relevant Award are silent on a particular matter the relevant terms of NES shall apply.
- 5) The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

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

7. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is:

- 1) To maintain and improve the efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will improve the

performance of the School and Steiner Education and offer secure, worthwhile and fulfilling employment for employees.

- 2) To maintain a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School.
- 3) To continue to develop an environment of continuous improvement conducive to a flexible work organisation able to respond to the changing demands in education.
- 4) To continue developing management systems and work practices capable of assuring all stakeholders of the quality of the School's services.
- 5) To maintain the School as a provider of services to the community through the encouragement of optimum resource usage, whilst remaining aware of pressures on staff and operating costs which are recognised by both parties.
- 6) To maximise the learning potential for students through quality teaching in Steiner Education.
- 7) To provide a safer and better working environment.
- 8) To ensure the continuation of the stable industrial relations framework that exists in the School.

8. DISPUTE RESOLUTION

- 1) If a dispute relates to:
 - a) a matter arising under this Agreement; or
 - b) the National Employment Standards;this term sets out procedures to settle the dispute.
- 2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 5) The Fair Work Commission may deal with the dispute in 2 stages:
 - a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- i) arbitrate the dispute; and
- ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.

- 6) While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee to perform; or
 - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
 - v) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

9. AGREEMENT FLEXIBILITY TERM

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

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and

- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

10. AGREEMENT CONSULTATION TERM

- (1) 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

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) 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.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) 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:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) 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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) 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

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) 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.

- (13) 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:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

11. AGREEMENT VARIATIONS

Any proposal to vary this Agreement, other than in accordance with the process set out in clause 15 shall occur in accordance with the requirements of the Fair Work Act.

GENERAL CONDITIONS

12. JOB SECURITY

The parties to the Agreement are committed to job security for employees provided that enrolments remain stable or increase.

13. REDUNDANCY

1) Potential Redundancy Situation

A potential redundancy situation exists where any employee could be disadvantaged in his or her current employment contract as a result of changes in funding, curriculum, enrolment, arrangement of work, or policy/administration changes.

2) Procedures

Step 1 - The Redundancy Identification and Investigating Ways of Avoiding Redundancy

- (a) As soon as a potential redundancy situation is identified, the employer shall communicate this fact in writing to each employee in the classification(s) of employees affected, with an outline of the reasons for the potential redundancy(ies). A copy must be placed on the staff notice board.
- (b) A copy of this notification shall be forwarded at the same time to the Union.
- (c) A copy of these procedures must then be given to each employee.
- (d) The employer must start to investigate alternatives including:
 - What efforts can be made to re-deploy existing employees within the school;
 - Applications by employees indicating that they are willing to make a voluntary offer to be declared redundant.
- (e) While the employer must offer voluntary redundancy(ies) at this step, the employer is not obliged to accept any particular expression of interest in a voluntary redundancy.

Step 2 – The Redundancy Document

The employer will send either:

- (a) A notification that the situation has been resolved by the taking of a voluntary redundancy(ies); or
- (b) A redundancy document to all the parties mentioned above. The redundancy document must include the following information:
 - The Reasons for the potential redundancy(ies) including any relevant information such as funding, staffing, curriculum change and enrolments (past, present and projected);
 - Alternatives Investigated in Step 1; and
 - The steps the employer proposes to implement the redundancy(ies)

Step 3 - The Redundancy Meeting

- (a) A meeting will be held between the IEU and the employer to consider the employer's redundancy proposal. The parties will seek to agree on the criteria to be applied and the content of the redundancy document.
- (b) The employer shall indicate to the persons at the meeting the name/s of the person/s to be declared redundant. The person/s so named shall be informed within a week of the meeting by the employer.
- (c) In deciding who is to be declared redundant, the parties must consider
 - the needs of the school;
 - the work currently being performed which will no longer need to be performed; and
 - those employees who could not be replaced by any member of the existing employees, having regard to the programs planned for the period after the redundancy.
- (d) The employer will identify the factors (from those below) which have been considered in determining the employee(s) to be declared redundant and inform the meeting of any priority that has been applied to these factors:
 - Current Contract of Employment

- Current Duties
- Curriculum Programs
- Experience
- Qualifications

(e) Factors which cannot be used include whether the person is a Union Representative or member, or whether the person has any attributes listed in the *Anti-Discrimination Act 1998 (Tas)*.

Step 4 - Notifying the Redundancy Result

(a) Within two weeks of the meeting(s) in Step 3, the employer must notify the IEU in writing of the details of the employer's action following Step 3.

(b) The employer must provide a letter to each person proposed to be made redundant which must afford the employee an opportunity to provide any reasons why they believe that his/her employment should not be terminated.

(c) Should an employee provide a reason why his/her employment should not be terminated as a consequence of redundancy, which is acceptable to the employer, then the process should revert to Step 3.

Step 5 - Assistance in Re-Employment

The employer must offer time release to the staff member/s declared redundant to attend interviews.

3) Severance Pay

The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period calculated using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	18 weeks

14. REDUCTION IN HOURS OF WORK

1) When an employee has a reduction in his or her hours of work at the request of the employer, transitional maintenance of the higher salary and core FTE will be applied as follows:

- (a) If less than 10% of the employee's core FTE – 4 weeks
- (b) If 11% - 20% of the employee's core FTE – 8 weeks
- (c) If 21% - 30% of the employee's core FTE – 12 weeks
- (d) If 31% - 40% of the employee's core FTE – 16 weeks
- (e) If more than 40% of the employee's core FTE – 20 weeks

Provided that if the reduction is more than 25% of the employee's core FTE, the employee may elect to:

- Accept the transitional maintenance of salary: OR
- Be declared redundant (The procedures set out in Clause 13 apply).

- 2) The core FTE is the average (mean) of an employee's FTE over the previous three years of his/her employment in the school. There may be an additional 'flexible' element in his/her FTE, which can vary from time to time according to the school's need, for example temporary contracts and relief.

15. UNFORESEEN HARDSHIP

- (a) It is recognised by the parties to this Agreement that the agreed salary increases place a significant and long term, financial commitment on the employer. It is further recognised that there may be unforeseen events or circumstances beyond the control of the employer (e.g. sharp or steady decline in enrolments, change in funding, etc) which may, at some stage during the life of this Agreement, seriously impact on the employer's ability to pass on the salary increases outlined in this Agreement.
- (b) It is agreed by the parties that should the employer become aware of events or circumstances which seriously impact on their ability to pay a salary increase or increases they shall immediately contact the parties to this Agreement and The Independent Education Union Victoria Tasmania, (IEU) to arrange urgent discussions on the matter. In such circumstances IEU is entitled to a full and frank assessment of the situation from the employer, including:
- i. Events or circumstances threatening the salary increase or increases.
 - ii. Full details of any relevant financial data, including any information relevant to the employer's capacity to pay.
 - iii. Details of the proposed actions of the employer to address the situation.
- (c) Any proposal to vary this Agreement and the salary increases included in the Agreement at Clauses 38 and 44, shall occur in accordance with the requirements of the Fair Work Act. For clarity, this means employees covered by the Enterprise Agreement must vote to vary the salary increases covered by the EA.

16. PROBATIONARY PERIOD OF EMPLOYMENT

Employees in their first year of employment with the School, other than those engaged as relief teachers, may be required to successfully complete a period of probationary employment before being appointed to the permanent staff of the School.

17. FIXED TERM EMPLOYEES

- 1) Definition: Fixed term employee means an employee who is employed for a limited period not to exceed two (2) years, in order to replace an employee who is on leave, temporarily transferred or promoted.
- 2) For the life of this Agreement this clause applies to teachers in addition to clause 13.1 of the Educational Services (Teachers) Award 2020
- 3) The School may employ a replacement employee on either a full or part time basis.
- 4) The School will pay a replacement teacher at a rate on the salary scale (detailed in Clause 44.1(b) of this Agreement) based on the teacher's qualifications and number of years' experience as a teacher.
- 5) The School will pay a replacement non-teaching employee at a rate on the salary scale (detailed in Clause 38(b) of this Agreement) based on the position and the employee's qualifications and number of years' experience in that position.
- 6) Except for clauses 26, 27 and 35 of this Agreement, the provisions of this Agreement shall apply to a replacement teacher.
- 7) Before a replacement employee is employed, the employer shall inform that person in writing of the:
 - a) temporary nature of employment;
 - b) the conditions of employment that are applicable under this Agreement;
 - c) the conditions of employment that are applicable under the Educational Services (Teachers) Award 2020 or the Educational Services (Schools) General Staff Award 2020 and the NES; and
 - d) the rights under this Agreement and/or the Educational Services (Teachers) Award 2020 or the Educational Services (Schools) General Staff Award 2020 and/or the NES of any employee who is being replaced.

- 8) The termination of employment of a replacement employee shall be in accordance with;
- a) Clause 16 of this Agreement where it applies; or
 - b) Clause 32 of the Educational Services (Teachers) Award 2020 or clause 32 of the Educational Services (Schools) General Staff Award 2020 where clause 16 of this Agreement does not apply.

18. SALARY SACRIFICE

The School will support salary sacrificing arrangements for superannuation and/or School portable electronic devices for all of its employees to the extent that legislation allows at any time.

- 1) For all requests for salary sacrificing:

An employee will be required to provide notice in writing of any request for salary sacrificing and discuss the matter with the Business Manager of the School before entering into any agreement so that all parties are clear of what the intention of each is.

- 2) For requests for superannuation salary sacrifice:

(a) An employee will be required to seek independent financial advice prior to entering into any salary sacrificing arrangement involving superannuation that may be offered by the employer.

(b) Contributions by the employer to an employee's superannuation determined by the Superannuation Guarantee Contribution Act, as amended from time to time, will be based on the salary scale applicable to the employee as determined by clause 38(b) and clause 44.1(b) of this Agreement.

(c) The arrangement may be terminated by the employer should circumstances exist that alter the legislation which may cause financial detriment to either the School or the employee.

19. TUITION FEE DISCOUNT

Employees are entitled to a twenty five percent (25%) discount on **net** Tuition Fees for any of their children that they enrol at the School.

20. PROFESSIONAL DEVELOPMENT

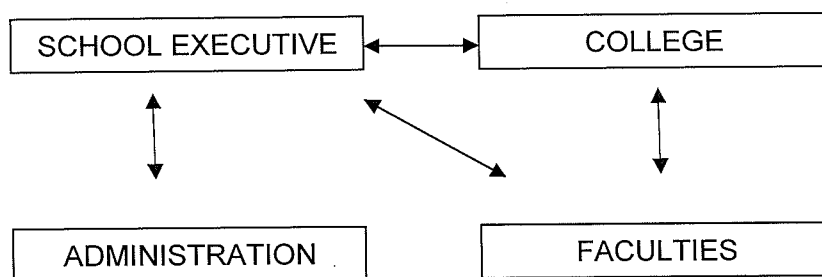
The employer considers that the Professional Development of employees, in both Steiner education and general educational issues, to be important to the growth and development of the School, Steiner Education and its employees.

The School will endeavour to provide Professional Development opportunities which will continue to develop the skills and expertise of employees, with the aim of helping to ensure current best practice in pedagogy and curriculum matters, and there is an expectation that employees will commit to annual Professional Development programs offered by the School.

Professional Development needs will be identified at an annual Tarremah Pathways Performance Review and Development meeting.

21. CONSULTATION

The parties to this agreement are committed to consultation and cooperation as part of the culture of the School. They acknowledge that the overall purpose of consultation is to provide an environment for greater two way communication and consultation mechanisms. The School has the following internal structure to facilitate more effective communication and consultation.



22. SCHOOL EXTRA RESPONSIBILITY ALLOWANCE (SERA)

- 1) For the life of this Agreement this clause applies in lieu of sub-clause 19.3 of the Educational Services (Teachers) Award 2020.
- 2) Employees appointed by the employer to carry out positions of managerial responsibility (as defined in sub-clause 3 of this clause) where the duties and responsibilities carried out are additional to those specified in clauses 47 and 48.2 of this Agreement, shall be paid, in addition to an employee's salary, a School Extra Responsibility Allowance (SERA).
- 3) Position of managerial responsibility is a position:
 - a) that an employee is appointed by the employer to the School Executive under the process as outlined in the constitution of Tarremah Steiner School Foundation Inc.;
 - or
 - b) that an employee is appointed by the employer to represent a faculty area under the process determined by the Selection Procedure for School Executive membership outlined for the School College

PROVIDED that the employee is not employed in a position by the employer where the duties of managerial responsibility are written into their job description.

- 4) Where an employee carries out more than one position of managerial responsibility concurrently, the employee shall be entitled to the SERA for each position.
- 5) General conditions of employment relating to School Executive and Responsibility Allowances

- (a) SERA remuneration is payable in accordance with the following schedule:

2023	2024	2025
\$98.25 per fortnight	\$101.20 per fortnight	\$104.25 per fortnight

- (b) School Executive has the ability to award additional remuneration to employees in the event that they take on additional responsibilities, eg Mentor/Panel member for teachers applying for full registration.
- (c) School Executive has the ability to award additional remuneration to support staff in the event that they have qualifications other than those required for their position that are of benefit to students, eg Extra Lesson training.
- (d) The employer shall set out the responsibilities and duties, terms and conditions in writing to the teacher before the appointment.
- (e) For the purposes of calculating employee entitlements, SERAs are to be considered as part of the employee's salary and must be taken into consideration when calculating employee leave entitlements, excluding periods of term time leave where the employee's duties are undertaken by a replacement employee in accordance with sub-clause 22.5(g); including superannuation benefits but not Annual Leave Loading which will be calculated in accordance with provisions of clause 23 of the Educational Services (Teachers) Award 2020 and clause 23.3 of the Educational Services (Schools) General Staff Award (2020) .
- (f) Where it becomes apparent that an employee receiving a SERA will, for whatever reason, be unable or unavailable to fulfil the required duties and responsibilities of their administration position for a minimum period of fourteen (14) consecutive days (two consecutive calendar weeks) the School may appoint another employee to temporarily carry out the duties associated with the absent employee's managerial position under sub-clause 5 (a) to (d) of this clause.
- (g) Where sub-clause 5 (d) of this clause applies the employer will ensure that the first mentioned employee will return to their former position once they are able and available to fulfil the required duties and responsibilities of their position of management.

- (h) Where sub-clause 5 (d) of this clause applies, the SERA is not payable during the period where the absent employee is replaced by another employee undertaking the managerial responsibility position on a temporary basis under sub-clause 5 (a) to (d) of this clause.
- (i) All employees shall have access to a copy of the Selection Procedure for Responsibility Allowances.
- (j) Positions of managerial responsibility with a SERA will be reviewed annually by the School College. Employees affected by any revision procedures must be advised within 7 days.

6) Conditions of employment applicable to Temporary School Executive and Responsibility Allowance

- (a) Temporary SERAs shall be paid where an employee is appointed to perform the duties and responsibilities associated with the positions described in sub-clause 3 of this clause for another employee for a minimum period of fourteen (14) consecutive days (two calendar weeks).
- (b) The maximum duration of appointment to a temporary position of management as described in sub-clause 3 of this clause shall be a term agreed between the employee and the employer provided that the agreed term does not exceed:
 - (i) the balance of the replaced employee's appointment; or
 - (ii) the balance of the School year.
- (c) The employer shall set out the terms, conditions and duration of a temporary SERA appointment in writing to the employee.
- (d) Temporary SERAs are not to be considered as part of the employee's salary and must not be taken into consideration when calculating employee entitlements

(including termination entitlements) except for superannuation payments required by legislation.

- (e) Notwithstanding the conditions outlined in sub-clause 6 (d) of this clause where an employee receiving a temporary responsibility proceeds on;
- i. a period of paid school leave; or
 - ii. a paid public holiday as prescribed by the NES; or
 - iii. a combination of the type of leave referred to in points i and ii of this sub-clause

and that total period of leave falls within the teacher's period of temporary appointment to the position of managerial responsibility then the employee shall be entitled to receive the SERA for the period of leave.

- (f) Temporary SERAs are not payable where the appointed employee is, for whatever reason, unable or unavailable to fulfil the required duties and responsibilities of their position for a period of fourteen (14) consecutive days (two calendar weeks) or more.

PROVIDED that no part of the fourteen (14) days of consecutive inability or unavailability is due to holiday leave or public holiday leave taken in accordance with sub-clause 6 (e) of this clause.

- (g) Where an employee receiving a temporary SERA is, for whatever reason, unable or unavailable to fulfil the required duties of their position of management for a period of fourteen(14) consecutive days (two calendar weeks):
- i. the temporary position of management appointment is revoked; and
 - ii. the employee concerned has no rights to return to that temporary position of management once he/she becomes able and available to carry out the duties; and

- iii. the employer may offer the temporary position of administration to another employee provided that, in doing so, all the other conditions of this clause are met.

23. PERFORMANCE AND CONDUCT MANAGEMENT

1) Where the employer has concerns with the performance or conduct of an employee the employer shall, in the first instance and where appropriate, hold informal discussions with the employee.

2) Should the concern remain unresolved, or when the concern was more substantial, such that failure to resolve the concern may lead to termination of employment, the employer will hold formal discussions with the employee. The employee shall have the right to be accompanied by a representative, including a union representative. Should these discussions fail to resolve the employer's concerns about the conduct or performance of the employee, one of the following two procedures shall be applied.

3) Performance Management Procedure

(a) A formal performance management procedure will commence with the employer advising the employee in writing of:

- The employer's concerns with the employee's performance;
- The time, date and place of the first formal meeting to discuss the employee's performance;
- The employee's right to be represented and or accompanied by a nominee of the employee's choice at all meetings scheduled to discuss the employee's performance;
- That failure to resolve the concern could lead to a caution, a warning or termination of employment.

(b) At the meeting, the employee shall be given an opportunity to seek clarification of any points raised in the employer's letter, and the parties shall attempt to reach agreement on an appropriate timeline for the total process and the times and dates for the holding of review meetings.

(c) Formal performance management meetings will:

- Include discussion of the employer's concerns with the employee's performance;
- Give the employee an opportunity to respond to the employer's concerns;
- Include discussion of any counselling or assistance, where appropriate, available to the employee;
- Negotiate the implementation of a Performance Improvement Plan;
- Include documentation, where appropriate;
- Set periods of review, as appropriate.

(d) After following the procedure outlined above, concern with an employee's performance may be resolved by any one of the following:

- The employee successfully meeting performance criteria in a Performance Improvement Plan;
- The employer extending the process if progress has been made but not sufficient progress to resolve the concerns
- The employer Issuing the employee with a caution, or warning in writing
- Terminating the employment of the employee in accordance with the relevant notice provision.

(a) If, following the procedure, the employer's decision is to terminate the employment of the employee, then the employer will give the required period of notice or payment in lieu of notice (refer to clause 11 of the Educational Services (Teachers) Award 2020 for notice periods).

4) Conduct Management Procedure

(a) The employer will advise the employee in writing of:

- The employer's concern with the employee's alleged conduct;
- The time, date and place of the meeting to discuss the employee's alleged conduct;
- The employee's right to be represented and or accompanied by a nominee of the employee's choice at any meeting scheduled to discuss the employee's alleged conduct;
- That failure to resolve the concern could lead to a caution, a warning or termination of employment.

(b) At the initial meeting, the employee shall be given an opportunity to seek clarification of any points raised in the employer's letter, and the parties shall attempt to reach

agreement on an appropriate timeline for the total process and the times and dates for the holding of review meetings.

(c) A formal conduct management meeting will:

- Include discussion of the employer's concern with the employee's alleged conduct;
- Give the employee an opportunity to respond to the employer's concerns;
- Include discussion of any counselling or assistance, where appropriate, available to the employee
- Include documentation where appropriate
- Set periods of review, as appropriate
- Advise the employee of the proposed process of investigation (if any)
- Provide any directions to the employee such as directions related to their work while the process is occurring.

(d) Where the conduct of concern may be considered to be serious misconduct sufficient to warrant summary dismissal if substantiated, the employee may be stood down on full pay while the conduct of concern is investigated and pending any outcome of the investigation.

(e) After following the procedure outlined above, concern with an employee's conduct may be resolved by any one of the following:

- Finding that the alleged conduct has not been substantiated
- The employee satisfactorily addressing the employer's concerns
- The employer issuing the employee with a caution which precisely specifies expectations regarding the employee's conduct in the future;
- The employer issuing the employee with a warning which specifies the misconduct, the employer's findings, the employer's expectations regarding the employee's conduct in the future and the date on which the warning will expire (no more than 12 months)
- Terminating the employment of the employee in accordance with the relevant notice provision
- Summary dismissal, where the employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period.

Performance and Conduct Management

The employer should, whenever possible, try to deal with concerns informally before entering a formal process

Employer has concern which, if not resolved **may result in the employee's termination**

Hold formal discussion with employee and his/her representative

RESOLVED?

YES

No further action

NO

Advise employee in writing of:

- The concern(s)
- Formal meeting details
- Employee's right bring a representative
- Employer's right to terminate the employment

Hold the formal meeting:

- Employee may seek clarification
- Employee may respond to the concern(s)
- Discuss counselling or assistance, where appropriate
- Set periods of review

Follow performance management procedures above

RESOLVED?

YES

Process concluded

NO

Employer can:

- Issue employee with a warning in writing
- Issue the employee with a written caution
- Issue employee with a warning in writing
- Terminate the employment

24. ABSORPTION OF FAIR WORK AUSTRALIA ANNUAL WAGE REVIEW

Provided that salaries do not fall below those specified in the Educational Services (Teachers) Award 2020 and the Educational Services (Schools) General Staff Award 2020, the Fair Work Australia minimum wage order adjustments granted during the life of the Agreement will be absorbed in the salary levels applicable under this Agreement.

25. NO FURTHER CLAIMS

The parties covered by this Agreement undertake that for the duration of the Agreement no further claims will be made in respect of wages or working conditions.

The School reserves the right to make additional payments to individuals where it deems appropriate.

LEAVE

26. RENEWAL LEAVE SCHEME (RLS)

(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 in 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 clauses 38 and 44 of this Agreement, and any other 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 School Executive and employee, which sets out the commencement date (as defined), the completion date (as defined), the accrual period (as defined), the leave period (as defined), and duration of the employee's participation in RLS (as defined). In normal circumstances an agreement shall be five (5) 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 employees' 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 4 years continuous service may apply to participate in the RLS.

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

(c) Approval of an employee's application to participate in the RLS is granted at the discretion of the School Executive and is subject to:

(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 matters that 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 on 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-clause (v)(c) 3 or sub-clause (xiv) of this clause, 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's 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 on accordance with sub-clause (vii)(a)(2) of this clause.
- (4) Any form of leave that 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 (v)(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-clause (v)(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 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 and the commencement of the leave period the employee shall, subject to all other relevant requirements of the Agreement and Educational Services (Teachers) Award 2020, the Educational Services (Schools) General Staff Award 2020 and the NES being satisfied, be paid at the normal salary rate for that period.

The participant may nominate that the leave period dated 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 leave accrual period less period of suspension from the RLS agreement).

(2) 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 all other relevant requirements of the Agreement, the Educational Services (Teachers) Award 2020, the Educational Services (Schools) General Staff Award 2020 and the NES 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 sub-clause (v)(c)(2) 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 RSL agreement those variations may 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 section of the office.

(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;

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-clause (a) of this clause.

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

(viii) Salary Increments

The salary increments detailed in clauses 38 and 44 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 participant salary rate at the time of contribution.
- (b) It is the responsibility of the employee to obtain any personal superannuation advice, retirement benefits advice or other such advice prior to, or during, their participation in the RLS.

(x) Deductions

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

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

Where a participant 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 and 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-clause (v)(c)(3) applies, withdrawal from RLS agreement must be by mutual written agreement between the parties.

27. PARENTAL / ADOPTION LEAVE

For the life of this Agreement this clause applies in addition to Division 5 of the NES.

1) Paid parental / adoption leave for primary care giver

- (a) Provided that, at the time of commencing the parental leave period, a permanent employee covered by this Agreement who is eligible for parental leave in accordance with the terms of the NES has a minimum of one (1) year's continuous service since

the commencement of his or her employment shall be entitled to fourteen (14) weeks salary for leave commenced, calculated in accordance with the employee's FTE and salary step immediately prior to the parental leave period and which is payable in the first pay period after the commencement of the leave period. The period over which the payment is made is negotiable with the Business Manager.

In addition, the eligible employee may access additional annual and long service leave and/or leave without pay to bring the aggregate leave to a continuous period not exceeding 156 weeks.

- (b) Where an employee decides not to return to work following a period of parental leave, the employee is required to provide the School with written notice prior to his or her scheduled date of return to work.
 - i) Teachers are required to provide at least 7 weeks' notice
 - ii) Non-teaching employees are required to provide at least 4 weeks' notice.

2) Paid parental / adoption leave for secondary care giver

A permanent full time employee covered by this Agreement who has completed a minimum of one (1) year's continuous service since the commencement of his or her employment and is the spouse or de facto partner of the primary caregiver shall be entitled to fifteen (15) days paid parental leave, calculated in accordance with the employee's FTE and salary immediately prior to the parental leave period and which is payable in the first pay period after the commencement of the leave period, to be taken at the employee's discretion at/ or around the birth or adoption of a child.

PROVIDED THAT, in the case of sub-clauses 27.1 and 27.2 the child placed for adoption must satisfy the criteria set out in Division 5 of the NES in order for the employee to qualify for the period of paid leave.

3) Return to Work

- (a) An employee who is eligible for parental leave in accordance with the NES may return to work part time after a period of parental leave. An employee returning to work from parental leave may work part time until the child reaches school age.

- (b) An employee who is returning to work from a period of parental leave may make a request to the employer to work part time if the employee has a child under school age.
- (c) The request to work part time must:
 - i. be in writing
 - ii. be made as soon as practicable, not less than 7 weeks for teachers or 4 weeks for school support employees, prior to the employee's intended return to work date
 - iii. set out details of the nature of part time work sought
 - iv. specify the start and end dates of the period of part time work sought
- (d) The employer must give the employee a written response to the request for part time work within 21 days of the request.

28. ANNUAL LEAVE

This clause provides enterprise specific detail and supplements clause 22 and clause 23 of the Educational Services (Teachers) Award 2020, clause 23 of the Educational Services (General Staff) Award 2020 and Division 6 of the NES.

- 1) Part time and full time employees who work a full year covered by this Agreement are entitled to 4 weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with, school holidays.
- 2) Provided that the provisions of sub-clause 28.1 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.

29. PERSONAL LEAVE

- 1) A new employee will be entitled to 10 working days personal leave on commencement of employment and will accrue a further 10 working days throughout the year. (pro-rata for part-time staff)
- 2) Class 1 teachers will be entitled to 10 working days personal leave on commencement of the school year and will accrue a further 10 working days throughout the year.
- 3) Employees may claim in advance 1 personal leave day per semester as a "Wellbeing" day. Information regarding the Employment Assistance Program will be provided to the employee.

30. COMMUNICABLE DISEASES LEAVE

An employee who is suffering from one of the communicable diseases below may be granted paid special leave without reduction of his or her personal leave entitlements provided the employer is satisfied on medical advice that the employee has contracted the disease through a contact at the School and the disease is evident in the School or there is a risk that the employee may spread the disease in the School.

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 requiring exclusion and includes:

Campylobacter infection	Meningococcal infection
Chickenpox (Varicella)	Mumps
Conjunctivitis	Norovirus
COVID-19	Pertussis (Whooping Cough)
Cryptosporidium	Pneumococcal disease
Diarrhoea	Rotavirus infection
Fungal infections of the skin or nails (eg ringworm)	Rubella (German measles)
Haemophilus influenza type b (Hib)	Salmonellosis
Hepatitis A	Scabies
Giardiasis	Shigellosis
Hand, foot and mouth disease	Streptococcal sore throat (including scarlet fever)
Impetigo (school sores)	Tuberculosis (TB)
Influenza and influenza like illnesses	Viral gastroenteritis (viral diarrhoea)
Measles	Worms
Meningitis (viral)	Any illness declared a pandemic

31. COMPASSIONATE LEAVE

An employee (other than a Relief Employee), is entitled to:

(a) two days' paid compassionate leave on each occasion on which a member of the employee's immediate family or household within Tasmania contracts or develops a personal

illness or sustains a personal injury that poses a serious threat to his or her life (or four days outside Tasmania); or

(b) up to five days' paid compassionate leave on each occasion on which a member of the employee's immediate family or household dies within Tasmania (or seven days outside Tasmania).

An employee may take unpaid compassionate leave by agreement with the employer.

32. DOMESTIC VIOLENCE LEAVE

(i) An employee experiencing domestic violence may have access to 10 days per year (noncumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. 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.

(ii) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital or to mind children.

(iii) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, an employer may consider any reasonable request from an employee for:

- Changes to his/her hours or pattern of hours
- Job redesign or changes to duties
- Change to contact details to avoid harassing contact
- Any other measures considered appropriate for family friendly and flexible work arrangements

In the event that a clause that deals with the same or similar matter be included in the Award then this Agreement clause will become null and void.

33. CULTURAL AND RELIGIOUS LEAVE

- 1 An employee is entitled to three (3) days' paid leave per year for the purpose of attending cultural or religious ceremonies.
- 2 An employee who has given his or her employer notice of the taking of cultural or religious leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in this clause.

34. NATURAL DISASTER LEAVE

An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire, snow, flood or other climatic circumstances beyond their control or when an employee needs to leave work to protect family and property in a natural emergency.

35. LONG SERVICE LEAVE

- 1 (i) For the life of this Agreement an employee covered by this Agreement will be entitled to 9.1 weeks long service leave after the completion of seven years continuous service. The leave will accrue at the rate of 6.5 working days per year for a full-time employee (pro-rata for part-time staff)
- (ii) After completing seven years continuous service an employee shall accrue further long service leave at the rate of 6.5 working days for each additional year of continuous service (or pro-rata for part thereof)
- (iii) An employee who has completed seven years continuous service is entitled to;
 - (a) Take long service leave in accordance with the provisions of this Agreement and the School's long service leave policy
 - (b) Be paid their accrued long service leave entitlement on termination of employment, provided that the termination is not due to serious and willful misconduct
- (iv) An employee who has completed six years continuous service, but has not completed seven years continuous service, will be entitled to pro-rata long service leave based on the employee's service and FTE at the time of termination
 - (b) If the employee attains the age for retirement; or
 - (c) If the employee's employment is terminated on account of illness of such a nature to justify the termination of that employment; or

- (d) If the employee's employment is terminated on account of incapacity or domestic or other pressing necessity of such a nature to justify the termination of that employment; or
 - (e) The termination of the employee's employment for reasons other than serious and willful misconduct. If termination is as the result of serious and willful misconduct of the employee there is no entitlement to payment.
- 2 (ii) Upon completion of seven years continuous service an employee is entitled to apply to take long service leave, provided that;
- (a) applications are made in accordance with the normal leave application processes of the employer; and
 - (b) the duration and timing of any leave period is subject to the approval of the employer, having consideration to the reasonable needs of both the employer and employee; and
 - (c) the leave period to be taken should be negotiated with the School to ensure a minimum of disruption to normal School operations.
- 3 All other provisions are in accordance with the Long Service Leave Act 1976 and the exemption granted to the School by the Tasmanian Department of Justice (to accrue long service leave at the rate of 9.1 weeks for each 7 years of continuous employment).

36. SPECIAL LEAVE - WITHOUT PAY

- 1) An employee may be granted unpaid leave at such a time, period and purpose as may, in the opinion of the employer, be convenient to the school. Application for such leave shall be made at least twelve weeks before such leave is required. However, in the case of an emergency, the employer may waive this notice.
- 2) Special leave without pay may be granted for not more than one year. In special circumstances, and with due notice, the employer may agree to an extension of this period, but not for more than a further 12 months. If such leave is granted, the employee will, on his/her return to work, be reappointed to the same salary level and work under the same conditions that applied immediately prior to the leave being granted. However, there will be no guarantee that the employee will return to the same duties or to any position of leadership.
- 3) Accrued personal leave at the time of taking leave shall not be affected by any period of unpaid leave but personal leave credits shall not accrue during any period of unpaid leave.
- 4) Application may be made for leave without pay in conjunction with a period of Long Service Leave.

37. TRADE UNION TRAINING LEAVE

A representative of the Union shall be allowed one day's leave every year to attend trade union training courses authorised by the Union. Approval shall not be unreasonably withheld by the employer. Leave requested for the purpose of this clause shall not affect the efficient running of the school.

SPECIFIC CONDITIONS – SCHOOL SUPPORT EMPLOYEES

38. SALARIES – School Support Employees

(a) For the life of this Agreement this sub-clause overrides sub-clause 17.1 of the Educational Services (Schools) General Staff Award 2020

(b) The salaries detailed and/or determined by this sub-clause shall be paid to General Staff employed by the employer.

Level	2023		2024		2025	
	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
1	32.23	63,686	33.60	66,393	34.61	68,384
2.1 (1 st Year)	32.49	64,200	33.87	66,929	34.89	68,936
2.2 (2 nd Year)	33.49	66,176	34.91	68,988	35.96	71,058
3.1 (1 st Year)	33.92	67,026	35.36	69,875	36.42	71,971
3.2 (2 nd Year)	34.52	68,212	35.99	71,111	37.07	73,244
4.1 (1 st Year)	35.79	70,721	37.31	73,727	38.43	75,938
4.2 (2 nd Year)	37.60	74,298	39.20	77,456	40.37	79,779
5.1 (1 st Year)	38.81	76,689	40.36	79,757	41.57	82,149
5.2 (2 nd Year)	40.67	80,364	42.30	83,579	43.57	86,086
6.1 (1 st Year)	42.14	83,269	43.83	86,600	45.14	89,198
6.2 (2 nd Year)	45.00	88,920	46.80	92,477	48.20	95,251
7.1 (1 st Year)	46.32	91,528	48.17	95,189	49.62	98,045
7.2 (2 nd Year)	47.80	94,453	49.74	98,231	51.20	101,178
7.3 (3 rd Year)	49.28	97,377	51.23	101,230	52.77	104,267

(c) Classifications are those described in Schedule A of the Educational Services (Schools) General Staff Award 2020

- (d) Employees may opt to have their salaries annualised. The annualised salary will include annual leave and leave loading entitlements.

1) Annual Adjustments

The parties to this Agreement agree:

- a) In the event that the percentage increase applied to Tasmanian State Teacher B1L12 annual salary scale during 2024 or 2025 exceeds 3%, the representatives of the TSSF and the Bargaining Representatives of the school support employees will meet following the announcement of that increase, to discuss any variation to the salary percentage increase to be applied in 2023.
- b) Where the Agreement annual salary percentage increase is adjusted in accordance with sub-clause (a) of this clause, the percentage increase shall take effect from the commencement of the first full pay period commencing on or after 1 January of the following year.
- c) Salary rates adjusted in accordance with sub-clause (a) of this clause shall remain in effect until such time as the next salary increases detailed in this Agreement takes effect.
- d) Salary rates adjusted in January 2026 in accordance with sub-clause (a) of this clause shall remain in effect until the Agreement is replaced or retired from, which ever applies first.

39. CASUAL EMPLOYEES

Casual employment means employment on a day-to-day basis, on a day the employee does not usually work.

Casual school support employees will be paid 25% above the base rate of pay for the position being filled.

40. ALLOWANCES

1) First Aid Allowance

An allowance of 1.65% of the Level 3.1 rate shall be paid to a non-teaching employee holding a current St John Ambulance or Red Cross First Aid certificate and who is appointed by the employer as a First Aid Officer for the school.

2) Personal Care Allowance

Where staff are often required to undertake toileting, showering, feeding or other personal care duties with high needs students, a Personal Care Allowance will be payable. The amount of the allowance is \$3.00 per day.

3) Call Out

(a) An employee of the school who is required to return to the school outside normal school hours and for the specific purpose of attending an alarm or emergency, as approved or requested by the School Chair or the Business Manager, shall be paid:

- a minimum of 2 hours for the call out
- a 25% penalty rate

(b) If the employee is not required for the entire minimum 2 hours duration in the call out and is then subsequently called out during that 2 hour period then the minimum 2 hour period will not recommence.

4) Overnight Allowance

Where an employee other than a teacher is required to attend overnight excursions/camps, the employee will be entitled to an increase of 7% of their normal hourly rate and will be paid for 12 hours at the increased rate for every 24 hour period.

41. HOURS OF WORK

Hours of work of staff covered by this Agreement are those defined by clauses 14 and 15 of Educational Services (Schools) General Staff Award 2020 or its successor.

42. BREAKS

1) Meal break

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

2) Rest break

(a) At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

(b) Notwithstanding 41.2(a), an employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

43. RECLASSIFICATION

1) A School Support Employee may seek reclassification if he or she believes that:

- his/her duties have significantly changed; and/or
- the classification level is inappropriate for the duties, skills, qualifications

and/or responsibilities associated with the position.

2) In the event of a successful application for reclassification to a higher level, the new rate will be paid from the date the application was made.

3) Following the outcome of an application under this clause, an employee may make a further application upon the expiry of 12 months from the date of the previous application.

SPECIFIC CONDITIONS – TEACHERS

44. SALARIES, ENTRY POINTS AND PROGRESSION

1) Teacher Salaries

(a) For the life of this Agreement this sub-clause overrides sub-clause 17.1 of the Educational Services (Teachers) Award 2020

(b) The salaries detailed and /or determined by this sub-clause and sub-clause 44.3 of this Agreement shall be paid to full-time teachers employed by the employer.

Effective date	1 July 2023	6 July 2024	5 July 2025
	DECYP Equivalent	3% increment	3% increment
Step 1	68,516	70,571	72,689
Step 2	70,618	72,737	74,919
Step 3	72,729	74,911	77,158
Step 4	74,824	77,069	79,381
Step 5	78,074	80,416	82,829
Step 6	82,044	84,505	87,040
Step 7	86,214	88,800	91,464
Step 8	90,608	93,326	96,126
Step 9	95,220	98,077	101,019
Step 10	100,014	103,014	106,105
Step 11	104,608	107,746	110,979
Step 12	109,807	113,101	116,494

*Salary figures include annual leave loading

2) Casual Teachers

a) Casual employment means employment on a day-to-day basis, on a day the employee does not usually work.

- b) Teachers on campus during their normal working hours and then performing extra relief hours will be paid at their base rate of pay.
- c) Casual teachers will be paid for either half a day or a full day at 25% above their base rate of pay.

3) Annual Adjustments

The parties to this Agreement agree:

- e) In the event that the percentage increase applied to Tasmanian State Teacher B1L12 annual salary scale during 2023 exceeds 3%, the representatives of the TSSF and the Bargaining Representatives of the teaching employees will meet following the announcement of that increase, to discuss any variation to the salary percentage increase to be applied in 2023.
- f) In the event that the percentage increase applied to Tasmanian State Teacher B1L12 annual salary scale during 2024 exceeds 3%, the representatives of the TSSF and the Bargaining Representatives of the teaching employees will meet following the announcement of that increase, to discuss any variation to the salary percentage increase to be applied in 2024.
- g) Where the Agreement annual salary percentage increase is adjusted in accordance with sub-clause (a) or (b) of this clause, the percentage increase shall take effect from the commencement of the first full pay period commencing on or after 1 July of that year.
- h) Salary rates adjusted in accordance with sub-clause (a) of this clause shall remain in effect until such time as the next salary increases detailed in this Agreement takes effect.
- i) Salary rates adjusted in accordance with sub-clause (b) of this clause shall remain in effect until the Agreement is replaced or retired from, which ever applies first.

4) Entry Points and Progressions

- (a) For the life of this Agreement this sub-clause overrides clause 14 of the Educational Services (Teachers) Award 2020.
- (b) Teachers teaching on a Limited Authority to Teach will commence on step 1 and will progress to a maximum of step 3 of the salary scale detailed in sub-clause 44.1 of this Agreement.
- (c) A teacher who is recognised as three year trained will commence on step 3 of the salary scale detailed in sub-clause 44.1 of this Agreement.
- (d) A teacher who is recognised as four year trained will commence on step 5 of the salary scale detailed in sub-clause 44.1 of this Agreement.
- (e) A teacher who is recognised as five year trained will commence on step 7 of the salary scale detailed in sub-clause 44.1 of this Agreement.
- (f) If a teacher attains a further recognised teaching qualification, or a teacher teaching on a Limited Authority to Teach attains a recognised qualification, then their entry point and progression will be adjusted according to the level of their teaching qualifications.
- (g) Effective from the date of approval of this Agreement, full time and part time teachers with an FTE of 0.5 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.
- (h) Where the aggregate of a part time teacher's employment over any two consecutive school years is equal to 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, the teacher having completed two (2) full school years continuous service during the period.
- (i) For the purpose 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 purpose of this clause, where a part time

or full time teacher proceeds on leave without pay (lwop) during the course of the school year their FTE will be adjusted accordingly by application of the following formula.

$$\frac{\text{Teachers existing FTE}}{1} \times \frac{(\text{actual term weeks this School year} - \text{total term weeks lwop})}{\text{actual term weeks this School year}}$$

The result of the calculation is the adjusted FTE figure to be used on determining the Teacher's rate of progression in accordance with sub-clause 44.4(g) and 44.4(h) above.

45. PROGRESSION TO FULL TEACHER REGISTRATION

1. Teachers with provisional teacher registration applying to progress to full teacher registration via the standard pathway are entitled to one (1) day release time per term for one (1) year.
2. Experienced teachers with provisional teacher registration applying to progress to full teacher registration via the alternative pathway are entitled to one (1) day release time per semester for one (1) year.

46. SCHOOL CHAIR ALLOWANCE

The School Chair shall be paid a School Chair Allowance equivalent to 25% of the Step 12 salary set out in clause 44.1.

47. OVERNIGHT RESPONSIBILITY ALLOWANCE

Where a class teacher is required to organise an overnight excursion/camp, the class teacher will be entitled to an overnight allowance of 3 hours for each night of supervision and 2 hours' preparation allowance based on the class teacher's hourly salary rate (2 x teacher's normal hourly rate + 3 x teacher's normal hourly rate x number of nights), as time in lieu or single payment.

Where a class teacher is required to attend an overnight excursion/camp, the class teacher will be entitled to an overnight allowance of 3 hours for each night of attendance based on the

class teacher's hourly salary rate (3 x teacher's normal hourly rate x number of nights), as time in lieu or single payment.

48. TEACHERS' HOURS AND DUTIES

1) For the life of this Agreement this clause applies in addition to clauses 15.3, 15.4 and 14.9 of the Educational Services (Teachers) Award 2020

2) A full time teacher's duties at Tarremah Steiner School comprise:

(a) the teacher's hours of contact time

- 22 hours per week for Primary Teachers
- 20 hours per week for Secondary Teachers
- Contact time is reduced by a minimum of 1 hour for graduate Teachers in their first year of teaching
- Contact time is reduced by a further 1 hour for graduate Teachers specifically for the purpose of profession learning and mentoring
- For non-graduate teachers in their first year at TSSF who are new to Steiner Education, contact time will be reduced by the equivalent of 1 hour per week for those undertaking approved professional learning in Steiner Education e.g Graduate certificate in Steiner Education or equivalent

(b) Normal teacher's duties on School days including, but not necessarily limited to reasonable:

- i. playground and building supervision
- ii. attendance at general staff, faculty and mentor meetings; occurring both inside and outside of school hours as required.
- iii. extra duties and responsibilities required as part of the delivery of the Steiner curriculum; occurring both inside and outside of School hours as required.

3) The duties and responsibilities undertaken as part of a teacher's appointment to the School College as outlined in the Constitution of Tarremah Steiner School Foundation Inc., fall outside the scope of this clause.

4) The duties and responsibilities undertaken as part of a teacher's appointment to an administration position with a School Executive and Responsibility Allowance fall outside the scope of this clause.

49. PART TIME TEACHERS

1) The configuration of a part time teacher's timetable may be established by mutual agreement between the School Chair and the teacher, and in general the spread of days may be as follows:

0.4 – 0.6 FTE	2 - 3 days
0.6 – 0.8 FTE	3 - 4 days
0.8 FTE and above	4 – 5 days

A part time teacher with less than 0.4 FTE allocation may be scheduled in a configuration which spans no more than 3 days of the week, but priority will be given by the timetable to ensure that the teacher's allocation is arranged to enable minimum spread of classroom hours.

2) A part time teacher will be paid pro rata the rate that the teacher would be entitled to receive as a full time teacher and is entitled to all entitlements on a pro rata basis.

50. ADDITIONAL DUTIES AND MINIMUM BREAKS

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.

For the purpose of calculating an employee's total ordinary hours of work, in accordance with Clause 16 of the Educational Services (Teachers) Award 2020, additional duties shall be counted as work time, as distinct from contact time referred to in clause 48 of this Agreement.

For clarity, the School's recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

51. TEACHERS EMPLOYED IN NON-TEACHING ROLES

Registered teachers solely or concurrently employed in a non-teaching position with the School will be engaged under the conditions of clauses 1 – 43 of this agreement and Educational Services (Schools) General Staff Award 2020 for the duties performed for the non-teaching position.

52. SIGNATORIES

For and on behalf of the Tarremah Steiner School Foundation Inc. (TSSF)

Penelope Lane 
Business Manager

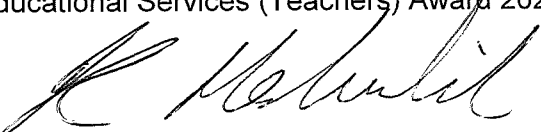
Date: 29-06-23

Tarremah Steiner School Foundation Inc. (TSSF) Representative

C/- Tarremah Steiner School

PO Box 494 Kingston TAS 7051

For and on behalf of the teachers employed by the employer under the scope of the Educational Services (Teachers) Award 2020.


Kim Merhulik

Date: 29/6/23

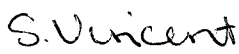
Teacher

(Nominated representative of teachers)

C/- Tarremah Steiner School

PO Box 494 Kingston TAS 7051

For and on behalf of the employees employed by the employer under the scope of the Educational Services (Schools) General Staff Award 2020


Susan Vincent

Date: 29-6-23

Teacher's Assistant

(Nominated representative of school support employees)

C/- Tarremah Steiner School

PO Box 494 Kingston TAS 7051

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/2240

Applicant: Tarremah Steiner School Foundation Inc

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Mathew Bale, School Chair, have the authority given to me by Tarremah Steiner School Foundation Inc. to give the following undertakings with respect to the Tarremah Steiner School Agreement 2023:

1. Tarremah Steiner School will provide an undertaking that if the Act provides a more favourable condition in relation to stillbirth or miscarriage under Clause 31 of the Tarremah Steiner School Enterprise Agreement 2023 then the conditions of the Act will prevail.

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 _____

25 July 2023