



# The Friends' School (Teachers) Enterprise Agreement 2024

Your IEU-negotiated Agreement  
covering your pay and conditions



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# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Friends' School Incorporated T/A The Friends' School**  
(AG2023/5289)

## **THE FRIENDS' SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2024**

Educational services

COMMISSIONER LEE

MELBOURNE, 18 JANUARY 2024

*Application for approval of The Friends' School (Teachers) Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the *Friends' School (Teachers) Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Friends' School Incorporated T/A The Friends' School. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 January 2024. The nominal expiry date of the Agreement is 31 December 2026.



COMMISSIONER

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THE FRIENDS' SCHOOL



**The Friends' School  
(Teachers) Enterprise  
Agreement 2024**



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## **Part 1 - Application and Operation**

### **1. Title**

This Agreement is The Friends' School (Teachers) Enterprise Agreement 2024.

### **2. Application and Parties Bound**

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

### **3. Commencement and Duration**

This Agreement commences seven days after the date of approval by the Fair Work Commission and has a nominal expiry date of 31 December 2026

### **4. Relationship to Other Industrial Instruments and the NES**

- (a) This Agreement replaces *The Friends' School (Teachers) Enterprise Agreement 2021* and any previous workplace Agreements, in their entirety.
- (b) Employees covered by this Agreement are, apart from the making of this Agreement, covered by the *Educational Services (Teachers) Award 2020*. This Agreement replaces that Award and any other Award(s) which apply to their employment, in their entirety.
- (c) This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### **5. Purpose of the Agreement**

The purpose of this Agreement is to:

- (a) Maintain and improve the productivity, efficiency, flexibility and effectiveness of the employer 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 Employees;
- (b) Continue a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School;
- (c) Develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education;
- (d) Develop management systems and work practices capable of assuring all stakeholders of the quality of the employers services;

- (e) Maintain the Employer as a provider of services to the community through the continued awareness of increasing pressures on operating costs and encouragement of optimum resource usage;
- (f) Maximise the learning outcomes for students through quality teaching;
- (g) Share the benefits of enhanced service delivery among Employees and the School community in an equitable manner;
- (h) Provide a safer and better working environment; and
- (i) Ensure the continuation of the stable industrial relations framework that exists in the School.

**6. No Further Claims**

- (a) The Parties to this Agreement agree that for the duration of this Agreement, neither Party will make any further claims in respect of salaries or conditions of employment.
- (b) The Employer reserves the right to make additional payments if considered appropriate.

**7. Definitions and Interpretation**

7.1 In this Agreement, unless the contrary intention appears:

Act	Means the <i>Fair Work Act 2009</i> (Cth).
Employee	Means a person employed as a Teacher at The Friends' School under this Agreement.
Five years trained Teacher	Means an Employee who: <ul style="list-style-type: none"> <li>(i) has completed a four-year full-time course in Teacher training at a recognised tertiary institute and also has completed a one-year post-graduate study in an appropriate discipline; or</li> <li>(ii) has completed a three-year undergraduate degree in a recognised tertiary institute and also has completed a further two years' full-time Teacher training course in a recognised tertiary institute; or</li> <li>(iii) has completed a three-year undergraduate degree in a recognised tertiary institute and also has obtained by study a master's degree or doctorate in education or related discipline or has a four or five-year degree and a Graduate Diploma in Education; or</li> </ul>



	(iv) as determined by the Teachers Registration Board Tasmania or equivalent.
Four years trained Teacher	Means a Teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory Teacher registration authority, or in the case of early childhood Teachers the appropriate licensing and accreditation authority.
FWC	Means the Fair Work Commission.
Three years trained Teacher	Means a Teacher who has completed a degree in education or early childhood education that requires three years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory Teacher registration authority, or in the case of early childhood Teachers the appropriate licensing and accreditation authority.
Two years trained Teacher	Means any Teacher employed in the children's services and early childhood education industry as at the commencement of this Agreement and has completed a two-year full-time course in early childhood education and who has been recognised as an early childhood Teacher by the appropriate State or Territory licensing and accreditation authority.
NES	Means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).
Principal	Means the Employee appointed by The Friends' School Incorporated the Employer to the most senior leadership position in the School.
School year	Means 12 months from the day Employee are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes term weeks and non-term weeks.

Teacher	Means a person employed as such by the Employer who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program. To remove any doubt, Teacher includes an Employee in a senior leadership position, but not a Principal or Deputy Principal.
Employer	The Friends' School Incorporated
The School	The Friends' School located in North Hobart Tasmania
Stapled Super Fund	A stapled super fund is an existing super account which is linked, or 'stapled', to an individual Employee so that it follows them as they change jobs.

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

## 8. Agreement Flexibility

8.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the arrangement:

- (a) deals with one or more of the following matters:
  - ii. arrangements about when work is performed; and
  - iii. allowances
- (b) meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) is genuinely agreed to by the Employer and Employee.

8.2 The Employer will 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 they would be if they had not entered into an individual flexibility arrangement.

8.3 The Employer will 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. Where the Employee is under 18 years of age, the arrangement will be signed by Parent or Guardian of the Employee; and

(d) includes details of:

- (i) the terms of the 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 the arrangement commences.

8.4 The Employer will give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 Either party may terminate the individual flexibility arrangement:

- (a) by giving the other a minimum of 28 days' written notice stating their intention to end the arrangement; or
- (b) if both Parties agree in writing at any time.

## **Part 2 - Consultation and Dispute Resolution Consultation**

### **9. Consultation regarding workplace change**

#### **9.1 Employer to notify**

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

#### **9.2 Employer to discuss change**

- (a) The Employer will discuss with the Employees affected and their representatives (if any), the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and will give prompt consideration to matters raised by the Employees and or their representatives concerning the changes.
- (b) The discussions will commence as early as practicable after a decision has been made by the Employer to make the changes referred to in clause 9.1.
- (c) The Employer will provide in writing to the Employees and their representatives, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees. The Employer is not required to disclose confidential information, the disclosure of which would be contrary to the Employer's interests.

#### **9.3 Consultation about changes to rosters or hours of work**

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer will consult with the Employee or Employees affected and their representatives, about the proposed change.

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

#### **9.4 Employee Representatives**

As per the process outlined in Part 2 of this Agreement, a representative will be recognised by the Employer where:

- (a) relevant Employee or Employees appoint the representative for consultation; and
- (b) the Employer has been informed of the identity of the representative.

### **10. Dispute Resolution**

#### **10.1 Dispute**

In the event of a dispute about a matter under this Agreement, or concerning the NES, in the first instance, the parties will attempt to resolve the issue at the workplace by discussions between the Employee or Employees concerned and the relevant Supervisor. Where these discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner through discussions between the Employee or Employees concerned and more senior levels of management.

#### **10.2 Matters arising under the Agreement**

If a dispute about a matter arising under this Agreement or a dispute about the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the FWC.

### **10.3 Agree on process**

The Parties may agree on the process to be utilised by FWC including mediation, conciliation and consent arbitration.

### **10.4 Dispute remains unresolved**

Where the matter in dispute remains unresolved, FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute. FWC can arbitrate the dispute and make a determination that is binding on all parties.

### **10.5 Appointing another person**

The Employer or Employees may appoint another person, organisation or association to accompany and or represent them for the purposes of this clause.

### **10.6 While dispute resolution process is underway**

While the dispute resolution procedure is being conducted, work will continue in accordance with this Agreement and the Act. Subject to applicable Workplace Health and Safety Legislation, an Employee will not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

## **11. Teachers Enterprise Agreement Advisory Committee**

11.1 For the term of this Agreement the Employer will establish and maintain a committee to be known as the Teachers Enterprise Agreement Advisory Committee.

11.2 The Teachers Enterprise Agreement Advisory Committee will be established by the Principal's Committee within the existing committee structure of the Employer.

11.3 Consistent with the Employer's processes, the Terms of Reference for the Teachers Enterprise Agreement Advisory Committee will be determined by the Principal's Committee and may be reviewed and amended by the Principal's Committee.

11.4 The purpose of the Teachers Enterprise Agreement Advisory Committee will be to provide a forum for the Employer's management and Teachers to consider matters relating to the implementation of this Agreement and to make any necessary recommendations to the Principal's Committee.

11.5 The Teachers Enterprise Agreement Advisory Committee will be convened by the Deputy Principal and the Director of Teaching and Learning and the Human Resources Manager will be an Employer representative on the Committee.

11.6 The Teachers Enterprise Agreement Advisory Committee will include a maximum of two teachers from each of the three sections / campuses operated by the Employer who will be appointed by the Principal, after seeking nominations, for a term of one year.

## **Part 3 - Types of Employment and Conditions of Employment**

### **12. Types of Employment**

12.1 Employees covered by this Agreement will be employed in one of the following categories:

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

### **12.2 Terms of engagement**

- (a) On appointment, the Employer will provide the Employee with a letter of appointment stating the classification and rate of salary applicable on commencement and, if applicable, the Employee's face-to-face teaching load and details of their extra-curricular commitment.
- (b) In the case of a part-time Employee, the letter of appointment will include the Employee's teaching load expressed as a percentage of a full-time load in the School and that their extra-curricular commitment will generally be, on balance, the same proportion to their teaching load as that of a full-time Employee.
- (c) Where the Employer engages the Employee on a fixed-term basis, the letter of appointment will inform the Employee of the reason the employment is fixed term, the date of commencement and the period of their fixed-term employment.

### **12.3 Probationary period full and part-time Employees**

- (a) All full time and part-time employees, other than fixed-term Employees, will be required to complete a six-month probation period on the commencement of their employment. (i.e. from the day they first report for work).
- (b) Where full or part-time Employee is absent, (not including paid leave), during the probationary period for any period(s) exceeding two consecutive weeks the Employee's probationary period will be extended by the total duration of the Employee's absence.
- (c) Subject to completion of a satisfactory probation review at the conclusion of the probationary period, full or part-time Employees will be granted permanent employment.

### **12.4 Probation period fixed-term Employees**

- (a) At the discretion of the Employer where a probation period is required to be completed for a fixed-term position being offered the Employer will include the

probation period duration and the commencement date in the written offer of employment to the prospective fixed-term Employee, and as such it will form part of the contract of employment.

- (b) Where a fixed-term Employee is absent, (not including paid leave), during the probationary period for any period(s) exceeding two consecutive weeks the fixed-term Employee's probationary period will be extended by the total duration) of the Employee's absence.
- (c) The continuation of employment beyond the probationary period is subject to satisfactory completion of their probation by the fixed-term Employee.

## 12.5 Full-time employment

- (a) A full-time Employee is an Employee engaged to work an average of 38 ordinary hours per week.

## 12.6 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work on a regular basis for less than, but not more than 90% of the hours of a full-time Employee in the School. If the hours of a part-time Employee temporarily rise above 90%, the Employee will be considered to be full-time and receive the equivalent salary and leave entitlements of a full-time Employee for the period of time they are required by the employer to work in excess of 90% of the full-time hours.
- (b) A part-time Employee is entitled to proportional benefits under this Agreement. The proportional rate is calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Employee by the face-to-face teaching hours specified for a full-time Employee in the School.
- (c) An Employee (full-time or part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
- (d) The Employer cannot vary a part-time Employee's teaching load or days of attendance unless:
  - (i) the Employee consents; or
  - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer will provide seven weeks' notice in writing to the Employee. Where the change will result in a salary reduction, the salary of the Employee will be maintained for seven weeks.
- (e) Where a part-time Employee is appointed in addition to their usual part-time load an additional teaching load for any period exceeding one (1) week, the following formula will be used to determine the casual weekly payment due to the Employee for the additional load:



Additional Appointment (FTE %) x Salary Scale Rate + 25% 1

52.18

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

- (f) If a part-time Employee is required to undertake additional teaching hours in addition to their usual part-time load, for any period up to and including one week, the part-time Employee will be paid for these extra hours in accordance with clause 16.11

### **12.7 Casual employment**

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.
- (b) A casual engagement may be extended by agreement between the Employee and the Employer provided the total period of the engagement does not exceed one school term.
- (c) The rates of pay for a casual Employee are contained in clause 16.12.

### **12.8 Right to request casual conversion**

- (a) Offers and requests for casual conversion are provided for in the NES.

### **12.9 Fixed-term employment**

An Employee may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months, except as provided for in clauses 12.10(c) and 12.9, on either a full-time or part-time basis to:

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

### **12.10 Fixed term relief teacher**

- (a) An Employee may be engaged as a designated fixed term relief teacher for a maximum period of two years.

- (b) If the School determines to offer a designated fixed term relief teacher further employment at the end of the two-year period, it will be in accordance with the Types of Employment at clauses 12.3 to 12.6 of this Agreement.
- (c) An Employee engaged in accordance with this clause will be employed on a full-time basis.
- (d) An Employee who is a designated fixed term relief teacher is required to attend and participate in all staff meetings but will not be required to write reports, undertake marking, prepare detailed lesson plans or attend parent teacher evenings.
- (e) Due to the reduced workload outside of direct classroom teaching a fixed term relief teacher can undertake up to a maximum of 30 hours of contact time per week.
- (f) Clause 21.4(a) and (b) do not apply to an Employee engaged in accordance with this clause.

**12.11 Concurrent engagement as a Fixed Term Relief Teacher (Part-time or casual)**

- (a) An existing part-time Employee may in addition to their existing part time arrangements also be concurrently engaged on either a:
  - i. further part-time basis as a designated fixed term relief teacher on a daily basis for a maximum period of 2 years; or
  - ii. on a casual basis as a relief teacher

on the basis that an Employee who is engaged as such is required to attend and participate in all staff meetings but will not be required to write reports, undertake marking, prepare detailed lesson plans or attend parent teacher evenings.

- (b) Such an additional engagement will have contact time in accordance with the following table

1 day per week	Up to maximum 6 hours of contact time per day (ie: pro rata equivalent of a 30 hour maximum contact hour week) for a maximum of 6 hours per week
2 days per week	Up to maximum 6 hours of contact time per day (ie: pro rata equivalent of a 30 hour maximum contact hour week) for a maximum of 12 hours per week

3 days per week	Up to maximum 6 hours of contact time per day (ie: pro rata equivalent of a 30 hour maximum contact hour week) for a maximum of 18 hours per week
4 days per week	Up to maximum 6 hours of contact time per day (ie: pro rata equivalent of a 30 hour maximum contact hour week) for a maximum of 24 hours per week

- (c) Clause 21.4(a) and (b) do not apply to an Employee concurrently engaged in accordance with this clause. This applies to the relief component and not the ongoing component.

## 12.12 Relief and Casual Teaching

- (a) A Relief (Casual) Teacher:
- (i) is a Teacher who is engaged on a genuine casual arrangement, as and when required on an irregular basis;
  - (ii) shall, except in exceptional circumstances, have a minimum engagement of three hours on each occasion;
  - (iii) shall be paid the salary determined in accordance with the experience and qualifications as for full-time Teachers in accordance with clause 16.
  - (iv) shall be paid for each hour at 1/1000 of the annual salary applying to that Teacher;
  - (v) shall receive a minimum payment of three (3) hours for each engagement;
  - (vi) on the completion of five (5) hours, shall be paid the daily rate of pay (equal to the annual rate applying to that Teacher/200) but may be required to be in attendance for seven hours on that day; and
  - (vii) shall not accrue holiday or personal leave entitlements for time worked.

## 12.13 Teacher engagement

A teacher normally engaged on a particular day, other than as a Relief (Casual) Teacher, and who has their engagement time extended on that day shall be paid at the casual rate of pay determined in accordance with Clause 16.12 for the extended time only and shall not accrue holiday or personal leave entitlements for this extended time.

## **13. Termination of Employment**

### **13.1 Notice of termination is provided for in the NES.**

This clause of the Agreement provides specific detail and supplements the NES that deals with termination of employment.

### **13.2 Notice of termination by the Employer**

- (a) Subject to clause 14.8, the employment of an Employee (other than a casual Employee) will not be terminated without at least seven term weeks' notice as per the school calendar for that year (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' pay equal seven weeks.

### **13.3 Notice of termination by an Employee**

- (a) The notice of termination required to be given by an Employee is the same as that required of the Employer.
- (b) If an Employee does not give the period of notice required under paragraph (a) without Agreement from the Employer, then the Employer can at their discretion deduct an amount equal to no more than two weeks' wages from wages due to the Employee.
- (c) Any deduction under paragraph (b) will not be unreasonable in the circumstances.

### **13.4 Job search entitlement**

- (a) Where the Employer has given notice of termination to an Employee, an Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

### **13.5 Exclusions**

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

**13.6 Statement of Service**

- (a) On the termination of employment of an Employee (other than a casual Employee), the Employer will provide, upon the request of the Employee, a statement of service setting out the commencement and cessation dates of employment.

**14 Redundancy**

**14.1 Redundancy**

- (a) This may take place where the Employer has determined that the work performed by an Employee or Employees is no longer required to be performed and cannot redeploy those Employees in suitable and effective positions within the School.

**14.2 Redundancy pay**

- (a) This is provided for in the NES. This clause of the Agreement supplements the NES which deals with redundancy.

**14.3 Transfer to lower paid duties**

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice in accordance with clause 14.4 of this Agreement will be given as the Employee would have been entitled to if the employment had been terminated. The Employer may, at their discretion make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

**14.4 Redundancy payment**

- (a) Where employment ceases because of Redundancy full-time and part- time Employees will be entitled to receive the greater of the redundancy payment set out in the table below or the redundancy payment provided for by the NES:

Years of Continuous Service	Weeks of Pay at Ordinary TimeRate
More than 1 year	4 weeks
More than 2 years	6 weeks
More than 3 years	8 weeks
More than 4 years	10 weeks
More than 5 years	12 weeks
More than 6 years	14 weeks
More than 7 years	16 weeks
More than 8 years	18 weeks
More than 9 years	20 weeks
More than 10 years	22 weeks
11 or more years	24 weeks

#### 14.5 Part-time Employee entitlements

- (a) Entitlements for part-time Employees under this clause are calculated on the basis of the average number of hours worked by the Employee as a proportion of full-time weekly hours for the Employee's previous 12 months of service.

#### 14.6 Employee leaving during notice period

- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 13.3. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice period but is not entitled to pay instead of notice.

#### 14.7 Job search entitlement

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

#### 14.8 Interaction of this clause with clause 13 - Termination of Employment

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

- (a) Notice of termination under clause 13.2; and
- (b) Redundancy payments as per the table in clause 14.4(a).
- (c) Staff who have completed less than 12 months of service are not entitled to redundancy payment under Clause 14.4.

#### 14.9 Part-time Employees

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

## **Part 4 - Minimum Wages and Related Matters**

### **15. Classifications**

#### **15.1 Duties of an Employee**

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

#### **15.2 Evidence of qualifications**

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

#### **15.3 Entry points and progression**

- (a) Unqualified Teachers and Teachers teaching on a limited authority to teach will commence on a step of the salary scale determined by the Employer following consideration of the Employee's qualifications, skills and experience but will not progress beyond Step 6 of the salary scale detailed in clause 16.1 of this Agreement other than at the discretion of the Employer.
- (b) A Teacher who is recognised as two years trained will commence on a step of the salary scale determined by the Employer following consideration of the Employee's qualifications, skills and experience but will not progress beyond Step 8 of the salary scale detailed in clause 16.1 of this Agreement other than at the discretion of the Employer.
- (c) A Teacher who is recognised as three years trained will commence on a step of the salary scale determined by the Employer following consideration of the Employee's qualifications, skills and experience but will not progress beyond Step 10 of the salary scale detailed in clause 16.1 of this other than at the discretion of the Employer.

- (d) A Teacher who is recognised as four years trained will commence on Step 5 of the salary scale detailed in clause 16.1 of this Agreement.
- (e) A Teacher who is recognised as five years trained will commence on Step 7 of the salary scale detailed in clause 16.1 of this Agreement and will skip Step 10.
- (f) If a Teacher attains a further recognised teaching qualification, or an unqualified Teacher or Teacher teaching on a limited authority to teach attains a recognised teaching qualification, then their entry point and progression will be adjusted according to the level of their teaching qualifications.
- (g) Effective from the date of approval of this Agreement, and subject to a Teacher's satisfactory service during the previous 12 months, full-time and part-time Employees will progress at the rate of one step of the teaching salary scale for each completed full School year of continuous service. For this clause, a full School year of continuous service is a calendar year where the Teacher is continuously employed for the duration of the School year.

## 16 Salaries

16.1 The following salary table includes the starting Salary rates for Employees covered by this Agreement.

Salary Scales	1/05/2023 Existing EA Annual Rates
Step 1	\$74,139
Step 2	\$76,478
Step 3	\$78,880
Step 4	\$81,290
Step 5 - 4YT Entry Level	\$83,694
Step 6	\$87,993
Step 7 - 5YT Entry Level	\$92,531
Step 8	\$97,856
Step 9	\$102,903
Step 10 (SYT jumps this step)	\$108,152
Step 11	\$113,704
Step 12	\$118,942
SCT 1	\$123,112
SCT 2	\$124,344



**16.2 Actual Salaries for the life of this Agreement**

Actual salaries for the life of this agreement have not been inserted above. These will be prepared and issued to all Employees covered by this Agreement when the rates have been calculated using the following methodology:

<p>1<sup>st</sup> Year</p> <p>Effective date first full pay period on or after 01/05/2024</p>	<p>Whichever is lower: 2.5% or Hobart CPI – All Groups Consumer Price Index for the year ended 31 December 2023.</p>
<p>2<sup>nd</sup> Year</p> <p>Effective date first full pay period on or after 01/05/2025</p>	<p>Whichever is lower: 2.5% or Hobart CPI - All Groups Consumer Prices Index for the year ended 31 December 2024.</p>
<p>3<sup>rd</sup> Year</p> <p>Effective date first full pay period on or after 01/05/2026</p>	<p>Whichever is lower: 2.5% or Hobart CPI - All Groups Consumer Prices Index for the year ended 31 December 2025 or in accordance with clause 15.3, whichever provides the more favorable result for Employees.</p>

Excepting that in every instance should the Hobart CPI - All Groups Consumer Prices Index be less than 1.0% for the year ended 31 December referenced above the salary increase effective from the first full pay period on or after 1 May in the following year shall be no less than 1.0%

The Friends School Teachers Enterprise Agreement salary terms including the no disadvantage provisions are outlined in further detail in clauses 16.3, 16.4 and 16.5, respectively.

**16.3 First full pay period after 1 May 2026.**

- (a) Subject to Clause 16.2, from the first full pay period on or after 1 May 2026 salaries will be increased by the percentage increase that results in the salary of a Friends’ School SCT Step 2 Teacher being set at 3.5% more than the rate prescribed, at the time, for a Tasmanian Department of Education Band 1 Level 13 (B1 L13) Teacher (inclusive of annual leave loading) i.e. 103.5% of the Tasmanian Department of Education Band 1 Level 13 (B1 L13). This increase will be applied to the responsibility allowances at clause 17.1 from the first full pay period on or after 1 May 2026.

#### **16.4 Salary versus Department of Education**

- (a) Provided also that should the salary of a Friends' School SCT Step 2 fall below 103.5% of the Tasmanian Department of Education Band 1 Level 13 (B1 L13) Teacher (inclusive of annual leave loading) in the period after 1 May 2026 and before the 31 December 2026 (the notional expiry date of this Agreement) the salaries prescribed by this clause will be increased as per the formula in clause 15.3 of this Agreement, with effect from the same date as the variation to the rate prescribed for Tasmanian Department of Education Band 1 Level 13 (B1 L13) Teachers (inclusive of annual leave loading) and maintained until this Agreement is replaced.

#### **16.5 Negative figure result**

- (a) Should the result produced by the application of either clause 16.2 or clause 16.3 result in a negative figure, then existing salary rates will be maintained.

#### **16.6 Step 12 Teacher to Senior Classroom Teacher Step 1**

- (a) In all cases a Teacher is required to be classified at Step 12 of the salary scale for 12 months before being eligible to apply for progression to the Senior Classroom Teacher Step 1 (SCT Step 1) classification. On application, progression to, and maintenance of, SCT Step 1 status will be dependent upon the Teacher satisfying the eligibility requirements outlined in The Friends' School Policy and Guidelines.

#### **16.7 A Senior Classroom Teacher Step 1 to Step 2**

- (a) A SCT Step 1 teacher after completing 12 months at that classification level will progress to SCT Step 2 if they:
  - (i) hold full Tasmania Teachers Registration Board registration,
  - (ii) provide confirmation by their Supervisor of the Employee's current (SCT Step 1) senior leadership contribution to the Employer;
  - (iii) provide affirmation by either the Deputy Principal or Head of Campus of the Employee's current (SCT Step 1) senior leadership contribution to the Employer; and
  - (iv) satisfy any other requirements outlined in The Friends' School policy.

#### **16.7 Salary rates**

- (a) The salary rates set out in this clause are inclusive of any entitlement to annual leave loading.

#### **16.8 National Minimum Wage Order**

- (a) National Minimum Wage Order increases which apply during the life of this Agreement will be absorbed by the agreed salary levels specified by clause 16.1 and 16.2 of this Agreement and do not flow on to this Agreement.

## 16.9 Calculating weekly and fortnightly rates

- (a) The weekly rate of pay for an Employee is calculated by dividing the annual rates in clauses 16.1 and 16.2 by 52.18, and the fortnightly rate is calculated by dividing the annual rate by 26.09.

## 16.11 Part-time Employee rates

- (a) A part-time Employee will be paid pro-rata, at the same rate as a full-time Employee in the same classification, per the provisions of clause 12.5.

## 16.12 Casual Employee rates

Will be paid in accordance with Clause 12.12 Relief and Casual Teaching

- (a) The casual loading paid to casual Employees is paid instead of all paid leave including:
- i. paid annual leave and annual leave loading;
  - ii. paid personal/carer's leave;
  - iii. paid compassionate leave;
  - iv. payment for absence on a public holiday;
  - v. payment in lieu of notice of termination;
  - vi. redundancy pay; or
  - vii. any paid entitlements associated with non-casual employment under the NES, any industrial instrument, or otherwise; and accordingly, the casual loading paid may be set-off against any claims for these entitlements.

## 17. Allowances

### 17.1 Responsibility allowances

- (a) The allowance rates set out in this clause are inclusive of any entitlement to annual leave loading.
- (b) A responsibility allowance is payable where the Employer requires an Employee to perform duties or adopt responsibilities that the Employer considers to be in excess of the ordinary duties of an Employee at The Friends' School and those specified in this Agreement.
- (c) In such circumstances the Employee will be paid, in addition to his or her normal salary, a responsibility allowance based on the skills required and the nature of the additional duties or responsibilities, while ever such additional duties or responsibilities are being performed. Provided that; a responsibility allowance is only payable if the period of additional duties or responsibilities exceeds one term.
- (d) The level of any responsibility allowance to be paid is determined by the Employer. The methodology used to determine the level of the allowance will be made available to an Employee concerned. The methods used or any determination reached may be revised, using the usual consultative mechanisms of the Employer. An Employee affected by any revision of the methodology used or determination reached will be individually advised within seven (7) days of any such modification.

- (e) The Employer determines the degree of time-release for a particular responsibility.
- (f) Before commencing a period of additional duties or responsibilities that attracts a responsibility allowance, the Employee will be provided the following written advice:
  - (i) the amount of the allowance;
  - (ii) the additional duties or responsibilities to be carried out;
  - (iii) the duration of the period of additional duties or responsibilities; and
  - (iv) where the Employer believes it to be appropriate for the nature of the additional responsibilities, the period of notice to be given to change or terminate the arrangements.
- (g) Allowance levels are calculated based on 2% of Step 12 of the trained Teacher salary scale for each level, operative from the same dates as the salary increases.

Salary Scales	% of Annual Step 12	1/05/2023
Level 1	2%	\$2,379,
Level 2	4%	\$4,759
Level 3	6%	\$7,137
Level 4	8%	\$9,516
Level 5	10%	\$11,894
Level 6	12%	\$14,273
Level 7	14%	\$16,652
Level 8	16%	\$19,030
Level 9	18%	\$21,410
Level 10	20%	\$23,789
Level 11	22%	\$26,167
Level 12	24%	\$28,546

The percentage shown is of the annual Step 12 rate in clause 15.

## 17.2 Temporary responsibility allowance

- (a) The allowance rates set out in this clause are inclusive of any entitlement to annual leave loading.
- (b) If the Employer requires an Employee to perform additional duties or accept additional responsibilities for a period of one term or less, but not less than a fortnight, the Employee is entitled to a temporary responsibility allowance based on the table at clause 17.1(g) of this Agreement.
- (c) All other provisions of clause 17 of this Agreement apply, save and except for the following:
  - (i) A Teacher performing the duties of another Teacher in receipt of a responsibility allowance will be paid the appropriate allowance for those duties or part of those duties, for the period of the temporary appointment.
  - (ii) A temporary responsibility allowance entitlement continues during a period of approved leave; provided that, the period of leave is within the agreed period of the temporary appointment.
  - (iii) Service increments applying to an Employee's salary under the Agreement are taken into account and not absorbed into the total salary if a service increment occurs during the period of the temporary appointment.
  - (iv) A temporary responsibility allowance is not considered to be part of an Employee's total salary, except for superannuation payments required by legislation.

## 17.3 Vehicle allowance

- (a) An Employee required by the Employer to use their own motor vehicle in the performance of duties will be paid the following allowances:
  - (i) Motor car  
\$0. 96 per kilometre with a maximum payment up to 400 kilometres per week
  - (ii) Motor Cycle  
\$0. 32 per kilometre with a maximum payment up to 400 kilometres per week.
- (b) The Employer will pay all expenses including registration, running and maintenance, where the Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties.

#### **17.4 Overnight allowance**

- (a) An Overnight Allowance will be payable to a part-time or a full-time Employee who is required by the Employer to stay overnight in a tent, hostel, school camp or a similar standard of accommodation, for purposes of accompanying students on an overnight activity or excursion.
- (b) Entitlement to an Overnight Allowance will be assessed on a night-by-night basis by the Employer. It may not be payable for all nights of a particular activity or excursion.
- (c) The Teacher, or other Employee, leading the activity or excursion will be responsible for notifying Employees accompanying the activity or excursion of any nights for which they are entitled to claim an Overnight Allowance. However, it is the individual Employee's responsibility to complete and lodge an appropriately authorised application for an Overnight Allowance.
- (d) Notwithstanding any other provisions of this Agreement, an Employee will not be entitled to claim an Overnight Allowance for any activity or excursion;
  - (i) which they are leading or accompanying as a volunteer or where their attendance is not required by the Employer; or
  - (ii) that is conducted by an organisation other than The Friends' School.
- (e) Notwithstanding any other provisions of this Agreement, an outdoor education Teacher will not be entitled to claim an Overnight Allowance.
- (f) The Overnight Allowance payable will be \$157.53 per night. As at 1/5/23
- (g) The allowance specified in sub-clause (f) is subject to indexation at the rate and timing specified for salaries in accordance with the provision of clause 16 of this Agreement.

#### **17.5 Extended Essay and TCE student directed Inquiry**

- (a) An Employee who is directed by the Employer to undertake an Extended Essay supervision will receive a one off allowance payment of \$300.00 per essay.
- (b) An Employee who is directed by the Employer to undertake a TCE Student Directed Inquiry will receive a one off allowance payment of \$300.00 per inquiry.

#### **17.6 Adjustment of expense related allowances**

- (a) Allowances will be increased on the 1 July each year in line with the FWC Annual Wage Review Decision. The increase will be the amount FWC determines to increase the minimum wage by in accordance with the Annual Wage Review Decision.

## 18 Payment of Salaries

Payment of Employee wages will be transferred electronically into a nominated bank account on a fortnightly basis.

## 19 Salary Sacrifice

### 19.1 Application

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

### 19.2 Definitions

“Benefits”	Means the benefits selected by an Employee from the “Salary Sacrifice Benefits” provided by the Employer.
“Benefit Value”	Means the amount specified by the Employer as the cost to the Employer of the benefit provided, including fringe benefits tax, if any.
“Fringe Benefits Tax”	Means tax imposed by the Commonwealth Fringe Benefits Tax Assessment Act 1986.
“Salary Sacrifice Benefits”	Means the salary sacrifice benefits made available by the Employer from time to time, but will include – Superannuation contributions to the extent relevant legislation permits an Employee to salary sacrifice superannuation - at or above the minimum level specified by the Employer. Contributions will be made in accordance with clause 19 of this Agreement; and Childcare fees at Friends’ Early Learning, based on an agreed level of care to be maintained for each calendar year.

### 19.3 Conditions of employment

- (a) Except as provided by this clause, an Employee will be employed on a rate of pay and otherwise on terms and conditions not less than those prescribed by this Agreement.

### 19.4 Salary packaging

The Employer may offer to provide, and an Employee may accept, in writing -

- (a) the benefits selected by the Employee from those salary sacrifice benefits made available by the Employer; and
- (b) a wage equal to the difference between the benefit value and the wage which would have applied to the Employee pursuant to clause 19.3, in the absence of an agreement under this clause.

## **19.5 Taxation liability**

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

## **19.6 Overpayments and other liabilities**

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

- (a) the Employer is entitled to reimbursement of any overpayment; and
- (b) the Employee is responsible for any other liability incurred.

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

## **19.7 Changes to packages**

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

## **19.8 Cessation of arrangements**

Salary packaging arrangements under this clause can be ceased, as follows:

- (a) by written notice of at least two (2) pay cycles from the Employee; and
- (b) on termination of the Employee's employment; and
- (c) if the Employer is unable to continue such arrangements; and
- (d) if legislative changes prevent continuation of such arrangements.

## **19.9 Notification of benefit value**

The Employer will advise the Employee in writing of the benefit value before the Employee and the Employer enter into an agreement pursuant to clause 19.4 of this Agreement.

## **19.10 Application**

The Employer will advise the Employee in writing of the benefit value before the Employee and the Employer enter into an agreement pursuant to clause 19.4 of this Agreement.



### 19.11 Calculation of salary during leave

During the life of an agreement pursuant to clause 19.4 of this Agreement, an Employee who takes leave is entitled to payment during the period of leave, as follows:

- (a) on full pay the Employees normal benefits and normal wage.
- (b) without pay no benefits.
- (c) on less than full pay – the Employees normal benefits and a wage calculated by applying

$$(W \times P\%) - (100\% - P\%) \times B = A.$$

Formula Explanation:

W	the wage determined pursuant to clause 18.4 of this Agreement
P	the % of wage payable during the leave
B	the benefit value
A	the amount of wages

### 19.12 Other payments

- (a) Any other payment that is calculated by reference to the Employee’s salary, however described, that is payable - either during employment or on termination of employment in respect of untaken paid leave or on death - will be at the rate of pay that would have applied to the Employee according to clause 19.3, in the absence of an agreement under clause 19.4 of this Agreement.

### 19.13 Independent advice

- (a) The Employer makes no representation that the salary packages offered will be financially advantageous for the Employee(s) concerned. It is the Employer’s expectation that Employees will seek independent financial advice prior to entering into any salary packaging arrangement that may be offered by the Employer.

## 20. Superannuation

### 20.1 Superannuation legislation

- (a) Superannuation will be paid in accordance with the applicable superannuation legislation as amended from time to time and is to be paid into a complying superannuation fund nominated by the Employee.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

## 20.2 Employer contributions

- (a) The Employer will make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

## 20.3 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 20.2.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer will pay the amount authorised under clauses 20.1(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.1(a) or (b) was made.

## 20.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is the Employee's stapled superannuation fund or superannuation fund chosen by the Employee, the Employer will make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.1(a) and (b) to Spirit Super or its successor

## 20.5 Superannuation fund - salary sacrificing

- (a) If an Employee does not have a stapled Complying Superannuation Fund, the Employee may elect any Complying Superannuation Fund into which the Employer will contribute salary sacrifice superannuation contributions determined under clause 18 of this Agreement. Provided that an Employee will not be entitled to elect a different superannuation fund from that nominated for purposes of legislated compulsory Employer superannuation contributions. Further, any change notified by an Employee of their nominated Complying Superannuation Fund for purposes of legislated compulsory Employer superannuation contributions will be deemed to also apply to future salary sacrifice contributions made for that Employee under this Agreement.
- (b) Where an Employee nominates that Employer superannuation contributions made on his or her behalf are to be directed to the Employer's superannuation fund administered by IOOF, and that Employee salary sacrifices into that fund an additional amount equal to 5.5% net of tax' (i.e. in addition to the Employer

contribution), the School will contribute an additional 1% over any legislated minimum Employer contribution. Provided that, any tax benefit accrued by the Employee as a result of the salary sacrifice will also be directed to that fund as superannuation.

- (c) For the purpose of salary sacrificing, Employees are entitled to change funds once in any 12-month period.

## **Part 5 - Hours of Work and Related Matters**

### **21. Ordinary Hours of Work**

- 21.1 This clause of the Agreement provides for industry specific detail and supplements the NES that deals with maximum weekly hours.
- 21.2 Notwithstanding the NES, and due to the operational requirements of Employers in the industry, the ordinary hours of an Employee under this Agreement may be averaged over a 12-month period.

### **21.3 Minimum attendance hours**

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

### **21.4 Hours of contact time**

- (a) The hours of contact time for full-time primary Teachers is 22 hours per week, which includes regularly timetabled periods of pastoral care.
- (b) The hours of contact time for full-time secondary Teachers and full-time specialist Teachers is 20 hours per week, which includes regularly timetabled periods of pastoral care.
- (c) No more than six (6) hours of timetabled lessons will be scheduled for any Teacher on any one day.

### **21.5 Contact time**

Contact time means:

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

### **21.6 Other duties**

Other duties include:

- (a) 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 an Employee's

contract of employment. Such additional duties will not exceed an average of three (3) hours per week.

- (b) Co-curricular duties after School hours and at weekends normally held during term time. Such duties will normally be 40 hours per year.
- (c) Provided that for this clause, additional duties that are voluntarily undertaken by Employees and are not approved variations of their regular timetable, do not form part of the contact time.

#### **21.7 Other duties and minimum breaks**

- (a) This clause deals specifically with “other duties” undertaken during the School’s recess or lunchtime periods.
- (b) For the purpose of calculating an Employee’s total ordinary hours of work, in accordance with this clause, other duties will be counted as work time.
- (c) Provided that other duties will not be counted as work time, or work, in respect of clause 22 of the Agreement. For clarity, the School’s recess or lunchtime periods will be considered unpaid meal breaks irrespective of any other duties undertaken during such breaks.

#### **21.8 The maximum number of days**

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

#### **21.9 Published school term dates**

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

- (a) 2024, 187 days
- (b) 2025, 189 days maximum (Department of Education has not finalised its teaching calendar for 2025)
- (c) 2026, 189 days maximum (Department of Education has not finalised its teaching calendar for 2026)

Once the Department of Education releases its calendar for 2025 and 2026, teaching staff at The Friends’ School will be informed of the specific number of teaching days they will be in attendance.

#### **21.10 Professional learning days**

In accordance with clause 35 the Employer will provide up to six (6) Professional Learning (PL) Days each year.

### 21.11 Calculating the attendance days

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

- (a) Co-curricular activities that are conducted on the weekend;
- (b) School-related overseas and interstate trips, conferences and similar activities that are undertaken by mutual consent during non-term weeks;
- (c) When the Employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
- (d) When the Employee has boarding house responsibilities and the Employee is performing those duties during term weeks and non-term weeks;
- (e) Exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which an Employee is recalled to perform duties relating to their position; and
- (f) The Employer will provide written notice of the term weeks and days in non-term times on which the Employees are required to attend, six (6) months in advance of the requirement to participate in.

### 22. Breaks

- (a) An Employee is entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.

## **Part 6 – Leave and Public Holidays**

### **23. Annual Leave**

#### **23.1 Amount of leave**

- (a) Annual leave is provided for in the NES. This clause of the Agreement provides industry specific details and supplements the NES provisions that deal with annual leave.
- (b) Part-time and full-time Employees covered by this Agreement who work a full School year are entitled to four (4) weeks' annual leave, to be taken during and in conjunction with, paid non-term weeks.
- (c) 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.
- (d) The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of an Employee's entitlements for the School year or a proportion of the School year. The Employee's absence from School during non-term weeks is deemed to include their entitlement to annual leave.

#### **23.2 Pro rata payment of salary inclusive of annual leave**

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

The provisions of this clause will apply:

- (a) in the calculation of payment of pro rata salary where an Employee's employment ceases; or
- (b) in the calculation of payment regarding pro rata salary if:
  - (i) an Employee commenced employment after the School service date;
  - (ii) an Employee has taken leave without pay of more than two-(2) term weeks since the School service date; or
  - (iii) the hours which an Employee has worked at School have varied since the School service date.

**23.2 Calculation of Payments now in a table**

$$P = \frac{SXC}{B} - D$$

P	is the payment due
S	is the total salary paid for term weeks, or part thereof, from the School service date or the date the employment commenced in circumstances where the Employee started after the expected date of commencement for the School year
B	is the number of term weeks, or part thereof, in the School year
C	is the number of non-term weeks, or part thereof, in the School year
D	is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the School service date or date of employment in circumstances where the Employer has employed the Employee since the School service date

**23.4 For the purpose of this clause:**

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

**23.5 Formula**

- (a) The formula in clause 23.3 is intended to be used to calculate the pro-rata salary inclusive of annual leave owing to an Employee in respect of the School year in which the formula is applied.

**23.6 Termination of employment**

- (a) An Employee will be entitled on termination of employment to a payment calculated in accordance with this clause.

**23.7 Employees who commence employment after the commencement of the School year**

- (a) An Employee who commences employment after the expected date of commencement at the School in any School year will be paid from the date the Employee commences. This is on the proviso that at the end of the previous School term or final semester in that year, the Employee will be paid an amount calculated according to clause 23.3.
  - (i) The Employee will receive no salary or other payment other than the payment under clause 23.3 until the School service date or the resumption of Term 1 or first semester in the following School year.



### **23.8 Employees who take Approved Leave Without Pay**

Where an Employee takes leave without pay with the approval of the Employer for a period which (in total) exceeds more than two (2) term weeks in any year, the Employee will be paid a salary calculated in accordance with the following:

- (a) if the leave without pay commences and concludes in the same School year, the payment will be calculated and made after the last School term or final semester in that year; and
- (b) if the leave without pay is to conclude in a School year following the School year in which the leave commenced:
  - (i) at the commencement of the leave, a payment will be calculated and made in respect of the School year in which the leave commences; or
  - (ii) at the end of the last School term or final semester in that year the leave concludes, payment will be calculated and made in respect of that School year.
- (c) If the Employee returns early from leave any payment under clause 23.8(b)(i) will be taken into account in calculating the amount owed to the Employee at the end of the last School term or final semester in that year.

### **24. Personal/ Carer's Leave**

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

### **25. Compassionate Leave**

- (a) Compassionate leave is provided for in the NES.
- (b) In addition to the NES entitlements (2 days per occasion), an Employee will be entitled to a further 3 days of compassionate leave on each occasion in which a member of the Employee's immediate family dies.

## 26. Community Service Leave

Community service leave is provided for in the NES.

## 27. Public Holidays

Public holidays are provided for in the NES.

## 28. Parental Leave

Employees are entitled to Parental Leave, and related entitlements, as set out in Appendix 1 of this Agreement.

## 29. Renewal Leave

### 29.1 Philosophy

- (a) 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.

### 29.2 Eligibility

- (a) An Employee with at least two (2) years' continuous service, other than a temporary, fixed-term, casual or relief Employee, may apply to the Employer for approval to participate in Renewal Leave.

### 29.3 Payment

- (a) If participation in Renewal Leave is approved, the annual salary payable to the Employee will be 80% of the appropriate salary and responsibility allowance, where applicable and is pursuant to clauses 16.1, 17.1 and 19 of this Agreement that would apply to the Employee during their participation in the Renewal Leave.
- (b) After four (4) years of continuous participation in Renewal Leave on the rate prescribed by clause 29.3 (a), the Employee is entitled to the 5<sup>th</sup> year as Renewal Leave.
- (c) While on Renewal Leave the Employee will be paid the rate prescribed by clause 29.3(a) unless otherwise agreed in writing, payment will be in accordance with normal payment of salary procedures.
- (d) Any other payment calculated by reference to the Employee's salary and payable on either termination of employment, in respect of untaken paid leave, or on death, will be paid at the rate of pay that would have otherwise been applicable to the Employee under this Agreement, if they had not elected to participate in Renewal leave.

- (e) An amount equal to the Employee's deferred salary, as determined by clause 29.3(a) of this Agreement, will be paid to an Employee who has elected to participate in Renewal leave for each year, or part thereof, since they commenced in Renewal leave if an Employee:
- (i) dies; or
  - (ii) terminates their employment; or
  - (iii) is terminated by the Employer; or
  - (iv) ceases to participate in Renewal leave, according to clause 28(d)(i) of this clause; or
  - (v) takes a shorter period of renewal leave, according to clause 28(d)(ii) of this clause.

#### **29.4 Other Conditions:**

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

#### **29.5 Renewal Leave and Long Service Leave**

- (a) An Employee on renewal leave who is entitled to long service leave, pursuant to the relevant long service leave legislation, can, if mutually agreed, take their long service leave immediately before or immediately after their renewal leave.

- (b) If an Employee takes long service leave immediately before or immediately after renewal leave, only the period of long service leave will count as service for the purposes of other entitlements under this Agreement, the Award or the NES;
- (c) If an Employee participating in Renewal leave takes long service leave during their first 4 years in the scheme, they can elect to -
  - i) take long service leave at their salary rate prescribed by sub-clause 29.1(a); or
  - ii) take long service leave at their appropriate salary as prescribed by clause 16.1 of this Agreement.
- (d) If an Employee makes an election pursuant to clause 29.5(c)(i) progression towards the qualification of the renewal year is suspended for the period of long service leave.

## **30. Family and Domestic Violence Leave**

### **30.1 Entitlement**

- (a) Employees are entitled to 15 days paid family and domestic violence leave per annum or otherwise in accordance with the NES.

### **30.2 General Principles**

- (a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer is committed to providing support to staff that experience family and domestic violence. Understanding the traumatic nature of family and domestic violence the Employer will support their Employees if they have difficulties performing tasks at work. No detrimental action will be taken against an Employee on the basis that they have accessed Family and Domestic Violence Leave.

### **30.3 Definition of Family and Domestic Violence**

- (a) For this clause, family and domestic violence are defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes conduct or actions that:
  - (i) are physically or sexually abusive; or
  - (ii) are emotionally or psychologically abusive; or
  - (iii) are economically abusive; or
  - (iv) are threatening; or
  - (v) are coercive; or

- (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or

(b) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

#### **30.4 Family and Domestic Violence Leave**

- (a) A permanent Employee, experiencing family and domestic violence is entitled to fifteen (15) non-accruing days per year of paid family and domestic violence leave for the purpose of:
  - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner; or
  - (ii) relocation or making other safety arrangements; or
  - (iii) other activities associated with the experience of family and domestic violence.
- (b) This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval in emergency situations.

#### **30.5 Notice and Evidentiary Requirements**

- (a) The Employee will give the Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If required by the Employer, the Employee will provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 30.3(a). Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.
- (c) The Employer will take all reasonable measures to ensure that any personal information provided by the Employee concerning an Employee's experience of family and domestic violence is kept confidential. The Employer will consider the Employee's wishes concerning the confidential storage of personal information in relation to this clause.

### **30.6 Individual Support**

- (a) To provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Employer will consider a reasonable request, from an Employee experiencing family and domestic violence for:
  - (i) temporary changes to their span of hours or pattern or hours and/or shift patterns subject to operational requirements; or
  - (ii) a change to their telephone number or email address to avoid harassing contact; or
  - (iii) any other reasonable measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Accommodating Employees who are subject to family and domestic violence may have an impact on the normal operational requirements of the Employer. In the event of such an occurrence, the Employer will negotiate with affected Employees to achieve safe and workable outcomes.
- (c) Any change under clause 30.6 will only apply for the period that the Employee reasonably requires the change as a result of experiencing family or domestic violence. The Employee will return to their substantive role, or other employment arrangement at the end of the period. An Employee that discloses that they are experiencing family and domestic violence will be given information in relation to external support services/agencies, referral services and other local resources.

### **31. Leave without pay**

- (a) Approval for leave without pay is at the sole discretion of the Employer. 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.
- (b) Except in the case of an emergency all applications for leave without pay will be made in writing to the Employer at least 12 weeks before such leave is required. However, in case of an emergency, the Employer may waive this notice.

### **32. Aboriginal and Torres Strait Islander Cultural Leave**

A full-time Employee (other than a casual Employee) of Aboriginal or Torres Strait Islander descent is entitled to three (3) days' paid leave per school year (non-cumulative) for the purpose of attending Aboriginal or Torres Strait Islander cultural and ceremonial events.

## **Part 7 - Other Conditions of Employment**

### **33. Early Learning**

The Employer will continue to support School staff to access the Friends' Early Learning Centre where appropriate room vacancies exist to meet the early learning access needs of the Employee.

### **34. Part-Time Teachers Attendance Non- Teaching Activities**

#### **34.1 Attendance at Professional Learning/Staff Days**

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

#### **34.2 Attendance at meetings**

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

### **35. Professional Learning / Planning Days**

- (a) Full-time Employees will complete an average of ten (10) Professional Learning/Staff Days (PL) days per year over a three (3) year period. The Employer will provide up to six (6) of the ten (10) PL days per year.
- (b) The Employer will implement a School calendar that allows some PL Days to be carried out in School time with the balance to be carried out on days when Employees are not required to attend School. Provided that, PL Days that need to be taken outside School time. PL days will be limited to ensure that Employees do not exceed the 205 maximum attendance days detailed in clause 21 of this Agreement.

### 36. Union Training Leave

- (a) Employee/s who are appointed by the Independent Education Union (IEU) as a union representative will be entitled to unpaid leave of up to five (5) days per year to attend union training courses. Such leave will require prior approval by the Employer. The Employer will not unreasonably withhold their consent. When considering whether to approve the leave or not the Employer will take into account the notice provided by the Employee and the ability to source appropriate replacement Employee/s to perform the work usually performed by the Employee/s taking the leave.
  
- (b) A total of two days paid leave will be provided for IEU union training courses per school year. These two (2) days will be shared between all union representatives appointed by the Independent Education Union to attend union training courses.



## Part 8 - Signatures

The parties to this Agreement agree to the terms of this Agreement.

Name *Nelson Fife*  
Address *23 Commercial Rd, N Hobart, TAS 7000*  
Title *Principal*  
Explanation of authority to sign  
Signature *Nelson Fife*

**For and on behalf of The  
Friends' School Incorporated  
(ABN: 34 682 819 626)**

Name *Duncan Gillespie*  
Address *23 Commercial Road North Hobart TAS 7000*  
Title *Information Services Manager*  
Explanation of authority to sign *IEU Representative*  
Signature *DG*

**For and on behalf of the IEU**

## **Appendix 1 – Parental Leave**

### General

1. Definitions
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3. Period of leave
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## General

### 1. Definitions

- (a) Continuous Service means an unbroken work pattern of regular and systematic hours for the immediate twelve (12) month period before the expected birth date of the child, or the expected date of placement of a child. For a casual Employee, it would also be subject to the Employer's expectation that the pattern of work on a regular and systematic basis, would have continued if the birth or adoption had not happened.
- (b) Adoption-related leave means leave of either of the following kinds:
  - (i) parental leave taken in association with the placement of a child for adoption; and
  - (ii) pre-adoption leave.
- (c) Birth-related leave means leave of either of the following kinds:
  - (i) parental leave taken in association with the birth of a child; and
  - (ii) special maternity leave.
- (d) Day of placement, in relation to the adoption of a child by an Employee, means the earlier of the following:
  - (i) the day on which the Employee first takes custody of the child for the adoption; and
  - (ii) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (e) Pre-parental leave position in relation to an Employee is:
  - (i) unless sub-clause (ii) applies, the position the Employee held before starting parental leave; or
  - (ii) if, before starting parental leave, the Employee:
    - a. was transferred to a safe job because of her pregnancy;
    - b. reduced her working hours due to her pregnancy; or
    - c. was working under a temporary part-time working arrangement,
  - (iii) the position the Employee held immediately before that transfer, reduction or temporary arrangement.

- (f) Spouse is a husband or wife of the Employee.
- (g) De facto partner is a person who lives with the Employee in a relationship as a couple on a genuine domestic basis but is not married to the Employee. The person can be of the same sex or different sex to the Employee, or a current or former de facto partner of the Employee.
- (h) Concurrent Leave is defined for parents who are married or in a de facto relationship who can take up to eight (8) weeks unpaid parental leave at the same time.

## 2. Eligibility

- (a) An Employee is entitled to parental leave under this Section where the Employee has completed twelve (12) months of continuous service with the Employer immediately before the relevant date and the leave is associated with:
  - (i) the birth, or expected date of birth, of a child of the Employee, or the Employee's spouse or de facto partner; or
  - (ii) the placement of a child with the Employee for adoption; and
- (b) The Employee has or will have a responsibility for the care of the child.

### 2.1 Additional rules for adoption-related leave

- (a) An Employee is not entitled to adoption-related leave unless the child that is placed with the Employee for adoption:
  - (i) is, or will be, under sixteen (16) years of age as at the day of placement or the expected date of placement;
  - (ii) has not lived continuously with the Employee for a period of six (6) months or more as at the day of placement or proposed day of placement; and
  - (iii) is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse or de facto partner.

### 2.2 Care of a child under a Permanent Care Program

- (a) This clause applies to an Employee who undertakes the care of a child through a placement under a Permanent Care Program (through the Department of Health and Human Services). This means that the Employee may be eligible for pre-adoption leave, unpaid parental leave and paid parental leave in relation to the child. The additional rules for adoption-related leave in Clause 2.1(a)(ii) and (iii) apply to the placement of a child under a Permanent Care Program.

### 3. Period of leave

#### 3.1 Entitlement to leave

- (a) Subject to paragraph 2(b), an Employee is entitled to up to twelve (12) months of parental leave. This is referred to as the 'available parental leave period'.
- (b) An Employee who takes their available parental leave may request an extension of parental leave for a further period of up to twelve (12) months, immediately following the end of the available parental leave period. The request must be in writing and given to the Employer at least four (4) weeks before the end of the available parental leave period.
- (c) Save for any periods of paid leave under clauses 4 and 5, the parental leave is unpaid.
- (d) The maximum entitlement of leave includes the following periods taken by the Employee:
  - (i) unpaid parental leave;
  - (ii) paid parental leave (clause 4);
  - (iii) paid leave taken in conjunction with parental leave (clause 5);
  - (iv) if applicable, required leave (clause 11);
  - (v) paid work with an Employer during the period of parental leave (clause 14);  
and
  - (vi) keeping in touch days (clause 14).
- (e) An Employee's entitlement is further reduced by any parental leave (with the exception of concurrent leave) taken by the Employee's spouse or de facto in relation to the child.
- (f) Where return to work would typically occur before the end of a school year, by mutual agreement the period of leave may be extended to the beginning of the new school year.
- (g) The maximum entitlement of leave does not include the following periods taken by the Employee:
  - (i) special maternity leave (whether or not this is taken as paid personal leave) taken by the Employee while she is pregnant in accordance with clause 7;  
and
  - (ii) paid no safe job leave taken in accordance with clause 12.

### 3.2 Leave must be taken in a single continuous period

- (a) The Employee must take parental leave in a single continuous period. The exceptions to this rule are concurrent leave, special maternity leave, required leave, no safe job leave, paid work with an Employer and keeping in touch days.

### 3.3 When birth-related leave must start for pregnant Employee

- (a) If the leave is birth-related leave for an Employee who is pregnant with the child, the period of leave may start:
  - (i) at any time within six (6) weeks before the expected date of birth of the child; or
  - (ii) earlier, if the Employer and Employee so agree;
- (b) But must not start later than the date of birth of the child.

### 3.4 When birth-related leave must start for other Employees

- (a) If the leave is birth-related leave but the Employee is not pregnant with the child, the period of leave must start:
  - (i) on the date of birth of the child; or
  - (ii) at any time within twelve (12) months after the date of birth of the child, if the Employee has a spouse or de facto who:
    - a. is on parental leave between the date of birth of the child and the start date of the leave; or
    - b. is not employed and who has a responsibility for the care of the child for the period between the date of birth of the child and the start date of the leave.

### 3.5 When adoption-related leave must start

- (a) If the leave is adoption-related leave, the period of leave must start:
  - (i) on the day of placement of the child; or
  - (ii) at any time within twelve (12) months after the day of placement of the child, if the Employee has a spouse or de facto who:
    - a. is on parental leave between the day of placement of the child and the start date of the leave; or
    - b. is not employed and who has a responsibility for the care of the child for the period between the day of placement of the child and the start date of the leave.

- (b) An Employee may take up to eight (8) weeks of parental leave at the same time that the Employee's spouse or de facto also takes parental leave (concurrent leave). The concurrent leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than two (2) weeks.
- (c) Concurrent leave must not start before:
  - (i) if the leave is birth-related leave – the date of birth of the child;
  - (ii) if the leave is adoption-related leave – the day of placement of the child; or
  - (iii) later than this date, but has to be within 12 months of the birth or placement of the child.
- (d) Concurrent leave is an exception to the rules about when the Employee's period of parental leave must start and the rule that the Employee must take leave in a single continuous period.

### 3.6 Continuous service

- (a) The period of unpaid parental leave does not break the Employee's continuous service but it does not count as service.

## 4. Paid parental leave

- (a) Paid parental leave is paid maternity leave, paid adoption leave or paid partner leave.

### 4.1 Eligibility for paid parental leave

- (a) Subject to clause 4.1(b), an Employee who is eligible for a period of parental leave will also be eligible for a period of paid parental leave.
- (b) An Employee who has previously taken a period of paid parental leave must have returned to work for the Employer for twelve months' continuous service.

### 4.2 Paid maternity leave

- (a) If the leave is birth-related leave and the Employee is the female who has given birth to the child, the Employee is entitled to paid maternity leave of sixteen (16) weeks.

### 4.3 Paid adoption leave

- (a) If the leave is adoption-related leave and the Employee does not have a spouse or de facto who is employed by an Employer, the Employee is entitled to paid adoption leave of sixteen (16) weeks.
- (b) If the leave is adoption-related leave and the Employee has a spouse or de facto who is employed by the Employer, the Employee and the Employee's spouse or de facto are entitled to an aggregate of sixteen (16) weeks of paid primary carer's

leave and the Employees spouse or de facto may take three (3) weeks of adoption leave as the secondary carer between them. For example, the first Employee may take ten (10) weeks of paid adoption leave and the first Employee's spouse or de facto may take six (6) weeks of paid adoption leave.

#### 4.4 Paid partner leave

- (a) If the leave is birth-related leave and the Employee's spouse or de facto has given birth to the child, the Employee is entitled to paid partner leave of three (3) weeks.

#### 4.5 Rate of pay

- (a) Paid parental leave is paid at the Employee's ordinary rate of pay for the Employee's ordinary hours of work for the pre-parental leave position.
- (b) Provision may be made for half pay over double the time provided that the accrual of benefits is equivalent to what would have accrued if the Employee had been paid at their full rate for the paid period of leave and it is for a continuous period.

#### 4.6 The period of paid parental leave

- (a) The period of paid parental leave commences when the Employee commences unpaid parental leave in accordance with clause 3.5 save that for birth-related leave a period of paid parental leave cannot commence earlier than twenty weeks into the pregnancy.

#### 4.7 Paid parental leave counts as service

- (a) A period of paid parental leave counts as service.

### 5. Interaction with paid leave

- (a) An Employee taking parental leave may take only one form of paid leave at a time. For example, an Employee cannot take paid parental leave while receiving school holiday pay for the same period. The period of paid parental leave would cease over the school holiday period for which the Employee receives school holiday pay and resume after that period.

#### 5.1 Annual leave and long service leave

- (a) An Employee may instead of or in conjunction with parental leave take any annual leave or long service leave (or any part of such leave) to which the Employee is entitled.



## 5.2 Personal/ carers' leave and compassionate leave

- (a) An Employee is not entitled to take paid personal/carers' leave or compassionate leave while the Employee is taking parental leave (with the exceptions of personal leave taken during a period of special maternity leave or personal leave taken during a period of long service leave as permitted by the long service leave provisions in this Agreement).

## 5.3 Community services leave

- (a) An Employee is not entitled to any payment for community services leave in relation to activities the Employee engages in while taking parental leave.

## 5.4 Paid leave does not extend parental leave

- (a) The taking of any annual leave, long service leave, paid school holidays or paid public holidays does not break the continuity of the period of parental leave and does not extend the period of parental leave beyond the maximum of twenty- four (24) months, subject to clause 3.4.

## 6. Miscarriage, still birth, child dies (birth-related leave)

This clause 6 applies to birth-related leave only.

### 6.1 Female pregnant beyond twenty (20) weeks or already commenced leave

- (a) Clauses 6.1(b) applies to a female Employee:
  - (i) whose pregnancy has proceeded for at least twenty (20) weeks; or
  - (ii) who has been pregnant for less than twenty (20) weeks but has already commenced parental leave (other than special maternity leave).
- (b) If the Employee on unpaid parental leave wishes to return to work prior to the intended end date of the parental leave, the Employee must make a request to do this in writing, outlining their request. The Employer must agree to this, and if they do not then the Employee has to return to work on the planned date.

### 6.2 Female pregnant for less than 20 weeks and has not commenced leave

- (a) This clause applies to a female Employee who has been pregnant for less than twenty (20) weeks and who has not yet commenced parental leave (other than any special maternity leave). If the pregnancy of the Employee ends by miscarriage or the birth of a still born child, the Employee will be entitled to special maternity leave under clause 7 and any other parental leave applied for will be cancelled.

### **6.3 Employee has commenced leave and spouse or de facto has miscarriage, still birth, child dies**

- (a) Clauses 6.3(b) and (c) apply to an Employee who has commenced parental leave and whose spouse or de facto has been pregnant.
- (b) If the pregnancy of the Employee's spouse or de facto ends by miscarriage or the birth of a still born child, or if the child is born and later dies, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.
- (c) If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give written notice of their intention to the Employer. The Employer must advise the Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

### **6.4 Employee has not commenced leave and spouse or de facto has miscarriage, still birth or child dies**

- (a) This clause applies to an Employee who has applied for but not commenced parental leave and whose spouse or de facto has been pregnant. If the pregnancy of the Employee's spouse or de facto ends by miscarriage or the birth of a still born child, or if the child is born and later dies, the parental leave applied for but not commenced will be cancelled. Depending on the circumstances, the Employee may be entitled to take personal leave. See also clause 6.5(a).

### **6.5 Other arrangements**

- (a) Nothing in this clause 6 prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

## **7. Special maternity leave**

### **7.1 Entitlement to special maternity leave**

- (a) A female Employee is entitled to a period of unpaid special maternity leave if she is not fit for work for a period because:
- (b) She has a pregnancy-related illness; or
- (c) Her pregnancy ends after 12 weeks because of a miscarriage, termination or stillbirth.

### **7.2 Notice and evidence**

- (a) An Employee must give her Employer notice of the taking of special maternity leave. The notice must be given to the Employer as soon as practicable and must advise the Employer of the duration, or expected duration, of the leave.

- (b) The notice must be accompanied by a medical certificate stating that the leave is taken for one of the reasons specified in clause 7.1.
- (c) If an Employee takes special maternity leave because of a pregnancy-related illness, the leave will end when the pregnancy or illness ends, whichever is earlier. If she takes leave because of miscarriage, termination or still birth it can continue until she is fit for work.
- (d) Special maternity leave won't reduce the amount of unpaid parental leave than an Employee can take.

### 7.3 Personal leave

- (a) An Employee entitled to a period of special maternity leave may elect to take any paid personal leave to which she is entitled during that period (unless the leave is commenced under clause 11). If the Employee does not have any accrued personal leave or does not have sufficient accrued personal leave to cover the entire period, then all or part of the period of special maternity leave will be unpaid.

## 8. Cancellation of placement, child dies (adoption - related leave)

This clause 8 applies to adoption-related leave only.

### 8.1 Cancellation of placement for adoption before leave commences

- (a) If an Employee has applied for but not commenced parental leave and the placement of the child for adoption does not proceed, the parental leave will be cancelled.

### 8.2 Child dies or cancellation of placement for adoption after leave commences

- (a) If an Employee has commenced parental leave and either:
  - (i) the placement of the child for adoption does not proceed; or
  - (ii) the Employee has taken custody of the child for adoption and the child later dies.

the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.

- (b) If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give written notice of their intention to the Employer. The Employer must advise the Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

### 8.3 Other arrangements

- (a) Nothing in this clause 8 prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

## 9. Before leave Notice and evidence requirements

### 9.1 Notice periods

- (a) An Employee must provide the Employer with written notice of the taking of parental leave at least ten (10) weeks before the intended start date of the leave, and two terms if possible. If that is not practicable in the circumstances, the Employee must give written notice as soon as practicable.
- (b) An Employee shall not be in breach of clause 9.1(a) if the failure to provide ten (10) Weeks' notice is due to:
  - (i) the birth occurring earlier than expected;
  - (ii) the requirement of an adoption agency for the Employee to accept earlier or later placement of the child;
  - (iii) the death of the mother of the child with respect to birth-related leave;
  - (iv) the death of the Employee's spouse or de facto with respect to adoption-related leave; or
  - (v) other compelling circumstances.
- (c) The notice must specify the intended or presumed start date and end date of the parental leave, and specify any parental leave to be taken by the Employee's spouse or de facto.
- (d) The Employee shall notify the Employer as soon as reasonably practicable of any change to the intended start date of the leave.

### 9.2 Evidence

- (a) The notice to the Employer in clause 9.1(a) must be accompanied by the following evidence:
  - (i) the leave is birth-related leave, a medical certificate confirming the pregnancy and stating the expected date of birth of the child; or
  - (ii) if the leave is adoption-related leave, evidence that would satisfy a reasonable person of the expected day of placement of the child and that the child will be under sixteen (16) as at the day of placement.

### 9.3 Confirmation or change of intended start and end dates

- (a) At least four (4) weeks before the intended start date of the parental leave, the Employee must:
  - (i) confirm the intended start and end dates of the leave; or
  - (ii) advise the Employer of any changes to the intended start and end dates of the leave;

unless it is not practicable to do so.

### 9.4 Special rules for notice of a second or subsequent period of concurrent leave

- (a) If an Employee takes a second or subsequent period of concurrent leave:
  - (i) Clauses 9.1(a), (c) and 9.3(a) do not apply to the Employee in relation to the second and any subsequent period of concurrent leave;
  - (ii) if the Employee has provided the evidence required by clause 9.2 of this clause 9 in relation to the first period of concurrent leave, the Employee is not required to provide additional evidence in relation to the second and any subsequent period of concurrent leave; and
  - (iii) the Employee must give the Employer written notice of the taking of the second and any subsequent periods of concurrent leave at least four (4) weeks before the intended start date of the leave. If that is not practicable in the circumstances, the Employee must give written notice as soon as practicable. The notice must specify the intended start date and end date of the concurrent leave.

### 9.5 General

- (a) Whilst an Employee is required to comply with the notice and evidence requirements of this clause, the requirement is not a condition of eligibility for parental leave.

## 10. Pre-adoption leave

### 10.1 Entitlement to pre-adoption leave

- (a) The Employer must grant to any Employee who is seeking to adopt a child unpaid leave that is required by the Employee to attend any interviews or examinations required to obtain approval for the Employee's adoption of a child. The Employer and the Employee should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave. The leave may be taken as a single continuous period of up to two (2) days or any separate periods to which the Employer and Employee agree. If paid leave is available to the Employee, the Employee may elect to take such leave instead of pre-adoption leave.

## 10.2 Notice and evidence

- (a) An Employee must give his or her Employer notice of the taking of unpaid pre-adoption leave by the Employee. The notice must be given to the Employer as soon as practicable and must advise the Employer of the duration of the leave.
- (b) The notice must be accompanied by evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in clause 10(a).

## 11. Leave within 6 weeks of birth

### 11.1 Employer may ask Employee to provide a medical certificate

- (a) If a pregnant Employee who is entitled to parental leave continues to work during the six (6) week period before the expected date of birth of the child, the Employer may ask the Employee to provide a medical certificate containing:
  - (i) a statement of whether the Employee is fit for work; and
  - (ii) if the Employee is fit for work—a statement of whether it is inadvisable for the Employee to continue in her present position during a stated period because of:
    - a. illness, or risks, arising out of the Employee's pregnancy; or
    - b. hazards connected with the position.

### 11.2 Employer may require Employee to take parental leave

- (a) The Employer may require the Employee to take a period of parental leave (required leave) as soon as practicable if:
  - (i) the Employee does not give the Employer the requested medical certificate within seven (7) days after the request; or
  - (ii) the Employee gives the Employer a medical certificate stating that the Employee is not fit for work; or
  - (iii) the Employee gives the Employer a medical certificate stating that she is fit for work, but that it is inadvisable for her to continue in her present position for a stated period because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.
- (b) When the period of required leave ends
  - (i) The period of required leave ends on the earlier of:
    - a. the end of the pregnancy; or
    - b. the start date of any parental leave or other leave connected with the birth of the child as specified in the notice provided under clause 8.

- (c) Special rules about required leave
  - (i) Required leave is an exception to the rules about when the Employee's period of parental leave must start and to the rule that the Employee must take her parental leave in a single continuous period.
- (d) The Employee is not required to comply with notice and evidence requirements in relation to the required leave.

## 12. Transfer to a safe job and no safe job leave

### 12.1 Application of this clause

- (a) This clause applies to a pregnant Employee if she gives her Employer a medical certificate stating that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (risk period) because of:
  - (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position.
- (b) An appropriate safe job is a safe job that has either the same ordinary hours of work as the Employee's present position or a different number of ordinary hours agreed to by the Employee.
- (c) This clause applies to all Employees including permanent, casual and those that are not eligible for unpaid parental leave.

### 12.2 Transfer to appropriate safe job during risk period

- (a) If clause 12.1(a) applies to an Employee and there is an appropriate safe job available, the Employer must transfer the Employee to that job for the risk period, with no other changes to the Employee's entitlements. The Employee and Employer can agree on different working hours.
- (b) The Employer must pay the Employee for the safe job at the Employee's ordinary rate of pay for the position she was in before the transfer. Any overtime performed by the Employee during the risk period will be paid as overtime on the Employee's ordinary rate of pay.
- (c) The Employee will need to give the Employer evidence that:
  - (i) they can work but cannot do their normal job (including why their normal job is not safe) and
  - (ii) how long they should not work in their normal job

The Employer can ask for this to be in a medical certificate.

### **12.3 Paid no safe job leave during risk period**

- (a) If clause 12.1(a) applies to an Employee and the Employee is entitled to parental leave but there is no appropriate safe job available, the Employee is entitled to take paid no safe job leave for the risk period.
- (b) The Employer must pay the Employee at the Employee's base rate for ordinary hours of work, applicable immediately prior to the taking of paid no safe job leave in the risk period. For a casual, no safe job leave is paid at the base rate of pay, not including the casual loading, for the average number of hours they would have worked in the period they are on leave.

### **12.4 Employer may ask Employee to provide a medical certificate**

- (a) If an Employee is on paid no safe job leave during the six (6) week period before the expected date of birth of the child, the Employer may ask the Employee to provide a medical certificate stating whether the Employee is fit for work. If the circumstances in clause 11(b) apply, the Employer may require the Employee to commence parental leave.

### **12.5 Special rules about paid no safe job leave**

- (a) Paid no safe job leave is an exception to the rules about when the Employee's period of parental leave must start and to the rule that the Employee must take parental leave in a single continuous period.
- (b) The Employee is not required to comply with notice and evidence requirements in relation to paid no safe job leave.

### **12.6 Unpaid no safe job leave during risk period**

- (a) If clause 12.1(a) applies to an Employee but there is no appropriate safe job available and:
  - (i) the Employee is not entitled to parental leave; and
  - (ii) the Employee has provided the Employer with a medical certificate confirming the Employee's pregnancy, then the Employee is entitled to take unpaid no safe job leave for the risk period.

### **12.7 When the period of no safe job leave ends**

- (a) The period of no safe job leave ends on the earlier of:
  - (i) the end of the risk period;
  - (ii) the end of the pregnancy; or
  - (iii) if the leave is paid no safe job leave – the start date of any parental leave



(including any leave commenced under clause 11) or other leave connected with the birth of the child.

## **During Leave**

### **13. Communication during parental leave**

#### **13.1 Obligations of the Employer**

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status, responsibility level, pay or location of the Employee's pre-parental leave position; and
  - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status, responsibility level, pay or location of the Employee's pre-parental leave position.

#### **13.2 Obligations of the Employee**

- (a) While on unpaid parental leave, the Employee must:
  - (i) take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis; and
  - (ii) notify the Employer of any changes of address or other contact details which might affect the Employer's capacity to contact the Employee.

### **14. Superannuation – Parental Leave**

- (a) An Employee is entitled to have superannuation contributions made in respect of the period of the Employee's Parental leave for which they are the primary caregiver.
- (b) The quantum of superannuation contributions payable under this clause will be calculated based on:
  - (i) the number of weeks of the Employee's Parental Leave for which they are the primary caregiver, capped at:
    - 28 weeks for an Employee entitled to paid maternity leave or paid adoption leave;
    - 15 weeks for an Employee entitled to paid partner leave; or
    - 12 weeks for an Employee entitled only to unpaid Parental Leave; and
  - (c) where, in the event of the Employee returning to work for the Employer in any capacity and at any fraction, other than employment as a Relief Teacher or other

casual Employee, ceasing upon the date that the Employee returns to such employment,

- (d) the Employee's normal rate of pay for their pre-Parental Leave position (as defined in Clause 1 of this Appendix); and
- (e) the applicable contribution rate under the applicable superannuation legislation for the period to which the superannuation contribution relates.

## 15. Paid work during parental leave

In this clause, the employer is the employer from whom the Employee is taking parental leave.

### 15.1 Work with the Employer

- (a) If the Employer and the Employee agree, the Employee may be engaged to perform relief or limited tenure work for the Employer during a period of parental leave, without such work amounting to a return to work from parental leave. The Employee is entitled to be paid the Employee's ordinary rate of pay (minus any and all allowances) for the pre-parental leave position for any such work. Such work counts as service for the purpose of leave accruals.
- (b) The Employee must not perform work for the Employer during any period for which the Employee receives payment from the Employer (for example, paid parental leave, long service leave and annual leave).
- (c) This clause is an exception to the rule that the Employee must take leave in a single continuous period. Work with the Employer does not extend the period of parental leave beyond the end date of the leave or the maximum period of one hundred and four (104) weeks, subject to clause 2(b).

### 15.2 Keeping in touch days

- (a) An Employee may perform paid work for the Employer on a keeping in touch day during a period of parental leave. Such a day is a keeping in touch day if:
  - (i) the purpose of performing the work is to enable the Employee to keep in touch with his or her employment in order to facilitate a return to work after the end of the period of parental leave; and
  - (ii) both the Employee and the Employer consent to the Employee performing paid work for the Employer on that day; and
  - (iii) the day is not within:
    - a. if the work is at the request of the Employee – fourteen (14) days after the date of birth, or day of placement, of the child; or
    - b. otherwise – forty-two (42) days after the date of birth, or day of placement, of the child; and
  - (iv) the Employee has not already performed work for the Employer on ten (10)

days during the period of leave that were keeping in touch days.

- (b) An Employee is entitled to be paid the Employee's ordinary rate of pay for work performed on a keeping in touch day. Such work counts as service for the purpose of leave accruals.
- (c) An Employee must not perform paid work on a keeping in touch day during any period for which the Employee receives payment from the Employer (for example, paid parental leave, long service leave and annual leave).
- (d) Work performed on a keeping in touch day does not break the continuity of the period of parental leave and does not extend the period of parental leave beyond the end date of the leave or the maximum period of one hundred and four (104) weeks, subject to clause 2(b).

#### 16. Employee ceases care of child

- (a) If an Employee on parental leave ceases to have any responsibility for the care of the child (other than in the circumstances of clause 6), the Employer may elect to give the Employee written notice requiring the Employee to return to work no earlier than eight (8) weeks after the date of the notice.
- (b) Nothing in this clause prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

#### 17. Replacement Employees

- (a) Before an Employer engages an Employee to perform the work of another Employee who is taking parental leave, the Employer must notify the replacement Employee:
  - (i) that the engagement to perform that work is temporary;
  - (ii) of the rights the Employer and the Employee taking parental leave have to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth; and
  - (iii) of the rights the Employee taking parental leave has to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth; and
  - (iv) of the right of the Employee taking parental leave to return to the Employee's pre-parental leave position at the end of the leave; and
  - (v) of the right of the Employer to require the Employee taking parental leave to return to work if the Employee ceases to have any responsibility for the care of the child.
- (b) Before an Employer temporarily promotes or transfers an Employee to replace

an Employee taking parental leave, the Employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the Employee who is being replaced.

- (c) Nothing in this clause requires an Employer to engage a replacement Employee.

## 18. Subsequent pregnancy or adoption during leave

- (a) If an Employee is on parental leave and either:
  - (i) the Employee or the Employee's spouse or de facto gives birth to another child; or
  - (ii) another child is placed with the Employee for adoption, and the Employee has responsibility for the care of the child, the Employee will be entitled to a subsequent period of unpaid parental leave.
- (b) The subsequent period of parental leave is a separate period of leave of up to twenty-four (24) months in total. The subsequent period of parental leave commences on the date of birth or day of placement of the child.
- (c) The Employee shall comply with the notice and evidence requirements under clause 9 in relation to the subsequent period of parental leave. The Employee is not required to return to work to be eligible for the subsequent period of parental leave, but will only be eligible for paid parental leave if they satisfy the requirements in clause 4.1(a) and (b).

## Returning to Work

### 19. Changing the end date of leave

#### 19.1 First extension by giving notice to Employer

- (a) An Employee on parental leave may extend the period of parental leave once by giving the Employer written notice of the extension. Notice must be given as early as possible (one term where possible, but not less than ten (10) weeks) before the end date of the original leave period. The notice must specify the new end date for the leave. The total period of parental leave including the extension (and including any parental leave taken by the Employee's spouse or de facto save for concurrent leave) must be no more than twenty-four (24) months (unless clause 2(b) applies and the leave is extended to allow a return to work at the start of a school year).

#### 19.2 Further extensions by agreement with Employer

- (a) If the Employer agrees, the Employee may further extend the period of parental leave one or more times.

### 19.3 Reducing the period of parental leave by agreement with Employer

- (a) During the period of parental leave an Employee shall be entitled to return to work at any time, as agreed between the Employer and the Employee. No notice period is required if there is an agreement between the Employee and Employer.

### 20. Return to work guarantee

- (a) On ending parental leave (including any special maternity leave), an Employee is entitled to return to:
  - (i) the Employee's pre-parental leave position; or
  - (ii) if that position no longer exists, a position commensurate with his or her qualifications and experience.
- (b) An Employee with an ongoing part-time position is entitled to return to an ongoing part-time position of the same number of hours per week but not necessarily the times or class levels.

### 21. Notice of return to work

- (a) This clause applies to Employees taking parental leave for a period of one school term or more. For Employees taking parental leave for less than one school term, notice of return to work is taken to be covered by the confirmation of the end date of parental leave under clause 9.3.
- (b) An Employee must confirm their intention to return to work in writing as soon as practicable (one term where possible), but not less than four (4) weeks prior to the Employee's intended return to work date.
- (c) If an Employer does not receive such notice from the Employee by the date in 20(b) the Employer may send written notice to the Employee requesting confirmation of the Employee's intentions.

### 22. Return to work part-time

- (a) Subject to this clause, an Employee returning to work from parental leave may work part-time in one or more periods at anytime from their return to work until the child reaches school age.

#### 22.1 Request for part-time work

- (a) An Employee who is returning to work from a period of parental leave is eligible to make a request to the Employer for part-time work if the Employee has a child under school age.
- (b) The request for part-time work must:
  - (i) be in writing;
  - (ii) be made as soon as practicable but not less than four (4) weeks, prior to the

Employee's intended return to work date, or prior to the date of a proposed change of hours;

- (iii) set out details of the nature of part-time work sought; and
- (iv) specify the start and end dates of the period of part-timework sought.

## 22.2 Response to the request

- (a) The Employer must give the Employee a written response to the request for part-time work within twenty-one (21) days of the request, stating whether the Employer grants, refuses or proposes a modification to the request.
- (b) The Employer must consider the request to work part-time having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request or propose a modification on reasonable grounds related to the effect of the change on the workplace or the Employer's business. If the Employer refuses the request or proposes a modification, the written response must include details of the reasons.
- (c) Without limiting what are reasonable grounds related to the effect of the change on the workplace or the Employer's business in 21(e), such grounds include the following:
  - (i) that the new working arrangements requested by the Employee would be too costly for the Employer;
  - (ii) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
  - (iii) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
  - (iv) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or
  - (v) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.
- (d) The work to be performed part-time need not be the work performed by the Employee in his or her former position but must be work commensurate with the Employee's qualifications and experience.

### 22.3 Part-time work agreement

- (a) Before commencing part-time work under this clause, the Employer and Employee must enter into a part-time work agreement that contains the following information:
  - (i) that the part-time work agreement constitutes a temporary variation of the Employee's ongoing position;
  - (ii) details of the part-time work (including hours to be worked, days of work and commencing times for work for the specific period of the part-time work agreement);
  - (iii) the start and end dates of the period of part-time work; and
  - (iv) that the part-time work agreement may be varied by consent.
- (b) The terms of the part-time work agreement and any variation to it shall be in writing and retained by the Employer. A copy of the part-time work agreement and any variation to it shall be provided to the Employee by the Employer.

### 22.4 Subsequent periods of part-time work

- (a) If an Employee continues to be eligible under 21(b), the Employee may request a subsequent period or periods of part-time work. This clause applies to any such subsequent requests as though they were an initial request for part-time work.

### 22.5 End of part-time work

- (a) In this clause, the former position means the permanent position held by an Employee prior to a period or periods of part-time work. If the Employee enters into a part-time work agreement upon their return to work from parental leave, the former position will be the permanent pre-parental leave position.
- (b) At the expiration of the part-time work agreement, if the Employer and Employee have not entered into a subsequent part-time work agreement, the Employee is entitled to return to:
  - (i) the Employee's former position; or
  - (ii) if that position no longer exists, a commensurate position for which the Employee is qualified and suited nearest in status and pay to the former position.

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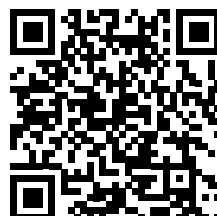
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# This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

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.

