



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Friends' School Incorporated T/A The Friends' School
(AG2018/4914)

THE FRIENDS' SCHOOL (EARLY YEARS) ENTERPRISE AGREEMENT 2018

Educational services

COMMISSIONER JOHNS

SYDNEY, 19 DECEMBER 2018

Application for approval of The Friends' School (Early Years) Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as *The Friends' School (Early Years) Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by 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 application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 December 2018. The nominal expiry date of the Agreement is 31 December 2020.



COMMISSIONER

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The Friends' School

(Early Years)

Enterprise Agreement 2018

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Part 1—Application and Operation

1. Title

- 1.1 The Friends' School (Early Years) Enterprise Agreement 2018.

2. Scope Application

- 2.1 This Agreement is between The Friends' School Incorporated, 23 Commercial Road, North Hobart, Tasmania - ABN 34 682 819 626 - (the employer, or the School) and the employees employed by the employer in accordance with the classifications within this Agreement.
- 2.2 This Agreement applies to full-time and part-time employees of the employer in accordance with clause 2.1. This Agreement does not apply to casual employees, who shall be employed under the *Educational Services (Schools) General Staff Award 2010*. In addition, this Agreement does not apply to employees appointed to the position of Director of Friends' Early Years.

3. Commencement and Duration

- 3.1 This Agreement commences on the date of approval by the Fair Work Commission and has a nominal expiry date of 31 December 2020.

4. Relationship to Other Industrial Instruments

- 4.1 This Agreement replaces The Friends' School (Early Years) Enterprise Agreement 2015 and any previous workplace Agreements, in their entirety.
- 4.2 Employees covered by this Agreement are, apart from the making of this Agreement, covered by the *Educational Services (Schools) General Staff Award 2010*. This Agreement replaces that Award, and any other Award(s) which may be deemed to apply to the employment, in its entirety.

5. No Further Claims

- 5.1 The parties to this Agreement agree that until the nominal expiry date passes employees will not make any further claims in respect of salaries or other conditions of employment.

6. Definitions and Interpretation

- 6.1 In this Agreement, unless the contrary intention appears:

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

The Centre means Friends' Early Years facilities of The Friends' School.

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).

Planning time means an allocated period of time provided for the express purpose of planning, documenting and assessing learning.

School year means the period of 12 months commencing from the day the employees are required to attend the School for the new educational year or the calendar year, as determined by the School.

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

7. Access to the Agreement and the National Employment Standards

- 7.1 The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

8.

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

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

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- (8.3) The employer must ensure that the individual flexibility arrangement:

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

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

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

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

Part 2—Consultation and Dispute Resolution

9. Consultation

9.1 *Consultation regarding major workplace change*

(a) Employer to notify

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

(b) Employer to discuss change

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

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

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

10. Dispute Resolution

- 10.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 10.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 10.4 Where the matter in dispute remains unresolved the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 The employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Conditions of Employment

11. Types of Employment

- 11.1 Employees under this Agreement will be employed in one of the following categories:
 - (a) full-time employment; or
 - (b) part-time employment.
- 11.2 At the time of engagement, the employer will inform each employee whether they are employed on a full-time or part-time basis and the employee's classification.
- 11.3 *Full-time employment*

A full-time employee is an employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 28—Ordinary Hours of Work.
- 11.4 *Part-time employment*
 - (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School year and who has reasonably predictable hours of work.
 - (b) A part-time employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification.

- (c) A part-time employee's Agreement entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the School year the employee will work and starting and finishing times each day.
- (e) The terms of the agreement in clause 11.4(d) may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.

12. Leave Without Pay During Non-Term Weeks

12.1 Arrangements

An employee may be required to take leave without pay during non-term weeks, provided that:

- (a) the employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an employee during any such period, the existing employee may be offered such employment (whether on a full-time or part-time basis). The employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

12.2 Calculating annual salary for an employee on leave without pay during non-term weeks

- (a) The formula in this clause may be used to calculate an annual salary for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The adjusted annual salary for an employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$$

52.18

Where:

A means the employee's adjusted annual salary

C means the annual salary (as contained in clause 19 - Salaries) for the employee's classification

Working weeks means the number of weeks that the employee is required to work

- (c) For the purpose of calculating any allowance or penalty for an employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.
- (e) Where a person employed as at the date of making this Agreement is not employed on a contract which allows for leave without pay during non-term weeks or is not employed

under an award or a notional agreement preserving a State Award which permits an employee to be required to take leave without pay during non-term weeks (however expressed). That employee will not be required to take such leave or have their contract of employment changed as a result of this Agreement coming into operation.

- (f) The making of this Agreement is not intended to prevent other arrangements for staff who are not required to work during non-term weeks to be agreed between the employer and majority of employees at Friends' Early Years.

13. Probation Period

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

14. Child Care

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

15. Uniforms

- 15.1 The employer will make available to employees a range of uniform pieces from which they can choose items up to the value (total cost to the employer) of \$225 on commencement of their employment and further items up to the value (total cost to the employer) of \$100 during each full period from 1 January to 31 December falling thereafter. Excepting that all employees covered by this Agreement and employed by the Centre on its commencement will be entitled to choose uniform items up to the value (total cost to the employer) of \$100 in the first year of this Agreement and further items up to the value (total cost to the employer) of \$100 during each full period from 1 January to 31 December falling thereafter.
- 15.2 The employer will order and pay for all uniform pieces selected by an employee and the employee will reimburse the employer for any amount exceeding the limits specified in clause 15.1.

- 15.3 All employees are required to wear at least one logo uniform item on their upper body, either provided by the employer or paid for by the employee, whilst on duty at the Centre.
- 15.4 Employees will be responsible for laundering any items of uniform in their possession and must return the current year's allocation under clause 15.1 to the employer if their employment terminates for any reason.
- 15.5 Other items of clothing provided by employees must be neat casual attire with flat soled shoes with closed toes.
- 15.6 The figures in this clause are not an employee allowance and are not subject to change during the life of this Agreement.
- 15.7 For those employees who do not own any items of uniform they will be allocated a double uniform allocation in the first year of this Agreement as a transition provision. This would mean these existing employees would receive a total one off allocation of \$200.00.

16. Termination of Employment

- 16.1 Apart from during the probation period or circumstances which warrant instant dismissal, employment may be terminated by the employer with the provision of a minimum period of notice as set out below:

Employees Period of Continuous Service with the employer	Period of Notice
Less than 3 years	At least 2 weeks
3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The minimum period of notice due to an employee by the employer will be increased by 1 week if the employee is over 45 years of age on the day the notice is given.

Payment may be made in lieu of the appropriate period of notice.

- 16.2 The notice of termination to be given by an employee shall be two weeks.
- 16.3 Where employment is terminated by either party, accumulated annual leave entitlements and accrued time-in-lieu (determined in accordance with the provisions of clause 34 Staff meeting clause) shall be paid to the employee.

17. Redundancy (Involuntary Employment Separation)

- 17.1 Involuntary separation may take place where the employer has determined that the work performed by an employee or employees is no longer required to be performed and cannot redeploy those employees in suitable and effective positions within the School.
- 17.2 Employees terminated on account of involuntary separation will be given one week notice if their period of continuous service is less than 12 months, and will be given at least 4 weeks' notice if their period of continuous service is 12 months or more.
- 17.3 The following separation payments will be made to full-time and part-time employees, in addition to payment for accrued annual leave, long service leave, and any other statutory entitlements:

Years of Service	Weeks of Pay Ordinary Time Rate
1 year of service or less	Nil
More than 1 and up to 2 years	6 weeks
More than 2 and up to 3 years	6 weeks
More than 3 and up to 4 years	8 weeks
More than 4 and up to 5 years	10 weeks
More than 5 and up to 6 years	12 weeks
More than 6 and up to 7 years	14 weeks
More than 7 and up to 8 years	16 weeks
More than 8 and up to 9 years	18 weeks
More than 9 and up to 10 years	20 weeks
More than 10 and up to 11 years	22 weeks
11 year's service and thereafter	24 weeks

- 17.4 Part-time employee entitlements under this clause are calculated on the basis of the average number of hours worked by the employee as a proportion of full-time weekly hours for the employee's classification.
- 17.5 Where the employer considers it appropriate for the particular circumstances of an employee, in addition to the separation payment payable pursuant to this clause, the employer will make available to employees terminated as a result of involuntary separation as defined in clause 17.1, the following benefits and services:
- (a) The provision of professional assistance in identifying appropriate career directions following separation; and /or
 - (b) Assistance in the preparation of an employment résumé and job applications; and /or
 - (c) Where appropriate, assistance in identifying and accessing appropriate work opportunities.
- 17.6 *Job search entitlement*
- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

Part 4—Minimum Salary and Related Matters

18. Classifications

18.1 All employees must be classified according to the structure set out in Schedule A – Classifications and paid the minimum wage in clause 19 - Salaries. The employer must advise an employee in writing of their classification and of any changes to their classification.

19. Salaries

19.1 National Minimum Wage Order increases which apply during the life of this Agreement are absorbed by the agreed salary levels specified by clause 19.3 of this Agreement and do not flow on to this Agreement.

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

19.3 The (full time) salary rates detailed in the following table are operative from the first full pay period on or after 1 May 2017.

(a)

Salary Rates as at FFP 1/5/2017

Level	Annual Salary	F/N Pay Rate	Hourly Pay Rate
Classification 5			
Scale B	51,174	1,961.45	25.81
Scale A	53,727	2,059.31	27.10
Classification 4			
Scale B			
year 1*	57,543	2,205.56	29.02
year 2*	58,982	2,260.70	29.75
year 3*	60,420	2,315.84	30.47
Scale A			
year 1*	60,420	2,315.84	30.47
year 2*	62,578	2,398.55	31.56
year 3*	64,737	2,481.29	32.65
Classification 3			
Scale C	53,033	2,032.71	26.75
Scale B	53,227	2,040.15	26.84
Scale A	56,105	2,150.44	28.30
Scale A + Adv Dip	56,946	2,182.68	28.72
Classification 2			
Scale C	43,877	1,681.76	22.13
Scale B	46,754	1,792.04	23.58
Scale A	49,632	1,902.34	25.03
Classification 1	This level has been removed from the FEY Agreement		

* Number of full or partial year's continuous employment at Friends' Early Years in the role specified for the relevant classification, or elsewhere at The Friends' School in a similar role.

(b) Further increases will be applied in accordance with the following tables.

Salary Rates as at FFP 1/1/2018 (2%)

Level	Annual Salary	F/N Pay Rate	Hourly Pay Rate
Classification 5			
Scale C	49,581	1,900.38	25.01
Scale B	52,197	2,000.67	26.32
Scale A	54,802	2,100.48	27.64
Classification 4			
Scale B			
year 1*	58,694	2,249.67	29.60
year 2*	60,162	2,305.95	30.34
year 3*	61,628	2,362.15	31.08
Scale A			
year 1*	61,628	2,362.15	31.08
year 2*	63,830	2,446.51	32.19
year 3*	66,032	2,530.92	33.30
Classification 3			
Scale C	54,094	2,073.35	27.28
Scale B	54,292	2,080.93	27.38
Scale A	57,227	2,193.45	28.86
Scale A + Adv Dip	58,085	2,226.33	29.29
Classification 2			
Scale C	44,755	1,715.39	22.57
Scale B	47,689	1,827.87	24.05
Scale A	50,625	1,940.38	25.53
Classification 1	This level has been removed from the FEY Agreement		

* Number of full or partial year's continuous employment at Friends' Early Years in the role specified for the relevant classification, or elsewhere at The Friends' School in a similar role.

(c) Further increases will be applied in accordance with the following tables.

Salary Rates as at FFP 1/5/2018 (2%)

Level	Annual Salary	F/N Pay Rate	Hourly Pay Rate
Classification 5			
Scale C	50,573	1,938.39	25.51
Scale B	53,241	2,040.68	26.85
Scale A	55,898	2,142.49	28.19
Classification 4			
Scale B			
year 1*	59,868	2,294.66	30.19
year 2*	61,365	2,352.05	30.95
year 3*	62,861	2,409.39	31.70
Scale A			
year 1*	62,861	2,409.39	31.70
year 2*	65,107	2,495.44	32.83
year 3*	67,352	2,581.54	33.97
Classification 3			
Scale C	55,176	2,114.82	27.83
Scale B	55,377	2,122.55	27.93
Scale A	58,372	2,237.32	29.44
Scale A + Adv Dip	59,247	2,270.86	29.88
Classification 2			
Scale C	45,650	1,749.70	23.02
Scale B	48,643	1,864.43	24.53
Scale A	51,637	1,979.19	26.04
Classification 1	This level has been removed from the FEY Agreement		

* Number of full or partial year's continuous employment at Friends' Early Years in the role specified for the relevant classification, or elsewhere at The Friends' School in a similar role.

- (d) Further increases will be applied in accordance with the following tables.

Salary Rates as at FFP 1/5/2019 (3%)

Level	Annual Salary	F/N Pay Rate	Hourly Pay Rate
Classification 5			
Scale C	52,090	1,996.54	26.27
Scale B	54,839	2,101.90	27.66
Scale A	57,574	2,206.76	29.04
Classification 4			
Scale B			
year 1*	61,664	2,363.50	31.10
year 2*	63,206	2,422.61	31.88
year 3*	64,747	2,481.67	32.65
Scale A			
year 1*	64,747	2,481.67	32.65
year 2*	67,059	2,570.31	33.82
year 3*	69,373	2,658.99	34.99
Classification 3			
Scale C	56,831	2,178.26	28.66
Scale B	57,039	2,186.23	28.77
Scale A	60,123	2,304.44	30.32
Scale A + Adv Dip	61,024	2,338.98	30.78
Classification 2			
Scale C	47,019	1,802.19	23.71
Scale B	50,102	1,920.36	25.27
Scale A	53,186	2,038.57	26.82
Classification 1	This level has been removed from the FEY Agreement		

* Number of full or partial year's continuous employment at Friends' Early Years in the role specified for the relevant classification, or elsewhere at The Friends' School in a similar role.

- (e) From the first full pay period on or after 1 May 2020, 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), excepting that the minimum salary increase from 1 May 2020 shall be the Hobart CPI – All Groups consumer price index increase for the year ending 31 December 2019.

19.4 *Vehicle allowance*

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

19.5 *Adjustment of expense related allowances*

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

20. Professional Development

- 20.1 All employees are expected to undertake training in asthma and anaphylaxis management at a level deemed appropriate by the Director.
- 20.2 All employees are expected to maintain a current first aid certificate, including appropriate CPR training.
- 20.3 Full costs of providing professional development, including that outlined in clauses 20.1 and 20.2 will be met by the employer.
- 20.4 Should the Director nominate an individual employee for professional development, unless otherwise agreed, they shall be required to provide a minimum of 5 days' notice to the employee.
- 20.5 Any additional hours worked by an employee in respect to this clause will accumulate to the annual close down in accordance with the terms of clause 35.

21. Study Allowance

- 21.1 A study allowance will be paid to an employee who is approved by the employer to undertake a unit or course of study relevant to their work. A study allowance will not be paid unless the study has been approved in writing, and in advance, by the School.
- 21.2 The study allowance paid in relation to study undertaken in accordance with 21.1 shall be equivalent to 50% of the enrolment cost for the unit or course of study, and is payable subject to prior approval of the employer and the provision of proof of payment by the employee.

Provided that, the study allowance will only be paid once in respect of any unit or course undertaken and the allowance will be entirely repaid to the employer if the employee's employment with the employer ceases;

- before the employee has completed the course of study to which the payment related; or
- within 2 years of completing the course of study to which the payment related.

22. Special Responsibility / Qualification Allowance

22.1 The employer may, at their discretion, appoint an employee to a position of special responsibility and/or choose to recognise a specific qualification held by an employee.

22.2 Where an employee is appointed to a position or recognised in accordance with this clause the employee is entitled to receive an allowance equivalent to:

- 2.5% of their basic rate of pay; or
- 5% of their basic rate of pay; or
- 7.5% of their basic rate of pay; or
- 10% of their basic rate of pay.

determined by reference to clause 19.3 of this agreement and taking into consideration the employee's FTE.

22.3 The rate of allowance in accordance with clause 22.2 will be determined by the employer based on the nature or level of the special responsibility or specific qualification concerned.

22.4 The conditions and term of any position of special responsibility, including those recognising a specific qualification held by an employee, are to be determined and agreed prior to the commencement of the appointment and set out in writing.

23. Higher Duties

23.1 The employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.

23.2 Where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

24. Payment of Wages

24.1 Payment of wages may be fortnightly or monthly.

25. Superannuation

25.1 *Superannuation legislation*

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

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

25.2 *Employer contributions*

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

25.3 *Voluntary employee contributions*

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the 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 25.2.
- (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 one months' written notice to their employer.
- (c) The employer must pay the amount authorised under this clause no later than 28 days after the end of the month in which the deduction authorised under this clause was made.

25.4 *Superannuation fund*

- (a) Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 25.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 25.1(a) and (b) to Tasplan or its successor.

25.5 *Superannuation fund – salary sacrificing*

- (a) An employee may elect any Complying Superannuation Fund into which the employer will contribute salary sacrifice superannuation contributions determined under clause 24 of this Agreement. Provided that an employee shall not be entitled to elect a different superannuation fund from that nominated for purposes of legislated compulsory employer superannuation contributions. Further, any change notified by 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 School'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 shall 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 must also be directed to that fund as superannuation.
- (c) Employees are entitled to change funds once in any 12 month period.

26. Salary Sacrifice

26.1 Application

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

26.2 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 above the legislated employer contributions. Provided that any employee contribution made in addition to the legislated minimum employer contributions must be made in accordance with the requirements of clause 23 of this Agreement; and
- Childcare fees at Friends' Early Years, based on an agreed level of care to be maintained for each calendar year.

26.3 Conditions of employment

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

26.4 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 26.3, in the absence of an agreement under this sub-clause.

26.5 Taxation liability

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 sub-clause.

26.6 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.

26.7 *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 must provide the School's administration with two pay cycle's written notice of any changes.

26.8 *Cessation of packages*

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

- (a) By written notice of at least one pay cycle 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.

26.9 *Notification of benefit value*

The employer must advise the employee in writing of the benefit value before the employee and the employer enter into an agreement pursuant to clause 26.4.

26.10 *Calculation of salary during leave*

During the life of an agreement pursuant to clause 26.4, an employee who takes leave is entitled to payment during the period of leave, as follows;

On full pay	His or her normal wage and benefits
Without pay	No benefits or wage
On less than full pay	Normal benefits and a wage calculated by applying the following formula: $(W \times P\%) - [(100\% - P\%) \times B] = A.$

Formula Explanation

W = the wage determined pursuant to sub-clause 18.3; and

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

B = the benefit value; and

A = the amount of wages.

26.11 *Other payments*

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 pursuant to clause 25.3, in the absence of an agreement pursuant to clause 26.4.

26.12 *Independent advice*

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 the employee will seek independent financial advice prior to entering into any salary packaging arrangement that may be offered by the employer.

27. Supported Wage and National Training Wage

27.1 Supported wage system

The provisions of Clause 21 of the Educational Services (Schools) General Staff Award 2010, as varied from time to time, will apply to employees covered by this Agreement.

27.2 National training wage

The provisions of Clause 21 of the Educational Services (Schools) General Staff Award 2010, as varied from time to time, will apply to employees covered by this Agreement.

Part 5—Hours of Work and Related Matters

28. Ordinary Hours of Work

28.1 The ordinary hours of work for full-time employees shall be 38 hours per week. The ordinary hours of work for a part-time employee will be in accordance with Clause 11 – Types of Employment.

28.2 Spread of hours shall be 6.00am to 7.00pm Monday to Friday.

28.3 Flexible hours outside the spread of hours indicated in clause 28.2 may be mutually agreed on an individual basis; provided that no more than 38 standard hours are worked in any one week. Overtime rates of pay of this Agreement shall not apply to any hours worked up to eight on any one day.

28.4 Each Friends' Early Years room shall be assigned six planning hours per week. These planning hours shall occur as directed by the Director after consultation with each room's Lead Educator.

28.5 Other planning time will be granted by the Director on an individual needs basis.

28.6 The ordinary hours of work in clause 28.1 may be averaged over a period of a fortnight or four weeks.

28.7 An employer may require a part-time employee to work reasonable additional hours in accordance with the provisions of this clause.

(a) Where the employee's hours are averaged:

- (i) the employee will be paid for all such additional hours at their ordinary hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 28.2, do not result in the employee working more than eight hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

(b) Where the employee's hours are not averaged:

- (i) the employee will be paid for all such additional hours at their ordinary hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 28.2, and do not result in the employee working more than eight hours on that day; and
- (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

- (c) Additional hours worked by a part-time employee that are paid at overtime rates in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

28.8 *Breaks between periods of duty*

- (a) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where the employer requires an employee to continue or resume work without having a 10-hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken or be paid at 200% of the ordinary rate of pay until released from duty.

29. **Breaks**

29.1 *Meal break*

An employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work. By agreement the employer and an employee may extend the period before a meal is required to be taken to five and a half hours. An employee who is directed to work through a meal break must be paid for the meal break at the ordinary rate of pay. This paid meal period is to be counted as time worked.

29.2 *Rest break*

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

30. **Shiftwork**

30.1 *Ordinary hours for shiftwork*

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 30.4.

30.2 *Definitions*

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 28.2;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 28.2; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

30.3 *Broken shifts*

- (a) An employee may be rostered to work ordinary hours in a broken shift that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment of two hours for each period of duty.

- (b) An employee required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

30.4 *Rostering*

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.
- (b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with Clause 31—Penalty Rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice.
- (d) Notwithstanding clause 30.4(c) a roster may be altered at any time to enable the functions of the employer to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.

31. **Penalty Rates**

31.1 *Shiftwork*

Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.

31.2 *Saturday and Sunday work*

- (a) An employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) If the hours required to be worked on a Saturday or Sunday are for the purpose of meeting the matters outlined in clause 32.1 then the penalty rates in clause 31.2(a) shall not apply and the employee will accrue time off in lieu on a time for time basis for the annual close down in accordance with clause 35.3.

31.3 The penalty rates within this clause and in Clause 32—Overtime/Special Rostered Days/RDOs are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

32. Overtime / Special Rostered Days / RDOs

32.1 Any hours worked, at the request or requirement of the employer, in excess of those hours outlined in Clauses 28.1 and 28.2 of this Agreement for a particular employee, will be paid as overtime* at time and one half of the ordinary time rate of pay for the first three hours and double time thereafter. Overtime will not be paid where the additional hours are associated with the activities described in the following clauses:

Clause 20: Professional Development;

Clause 33: Family Events; and

Clause 34: Staff Meetings.

Any additional hours worked at the request or requirement of the employer in respect of the clauses 20, 33 and 34 above will be recorded and accumulated to the annual close down (clause 34.3).

*These are the only circumstances in which overtime shall be paid. A part time employee's hours will have to exceed 38 hours in a week or 8 hours in a day (and not be additional hours associated with activities described in clauses 20, 33, or 34) in order to be eligible for overtime payment.

32.2 Employees rostered to work on Easter Tuesday and the day immediately following the Royal Hobart Show Public Holiday will have any hours worked on these days accumulated to the annual close down (clause 35.3).

32.3 Time recorded toward the annual close down in accordance with clauses 32.1 or 32.2 shall be at the rate of single time (i.e. one hour recorded to the annual close down for each additional hour worked). Accrual of time recorded toward the annual close down shall be managed by employees and the Director. However in no case will time recorded towards the annual close down exceed the total amount required for the period of the close down.

32.4 Time recorded toward the annual close down during each calendar year will be recorded by the Director in a "time-in-lieu" register.

32.5 Unless otherwise agreed with the Director on an individual basis, "time-in-lieu" will not accrue in any circumstances other than those outlined in clauses 32.1 and 32.2.

32.6 A Rostered Day Off (RDO) scheme shall operate for the life of this Agreement and shall apply to all full time employees, subject to clause 32.9.

32.7 Subject to working the required hours, a full time employee shall be entitled to one RDO per each four week roster cycle on days to be determined by the Director on a rotational basis.

32.8 A full-time employee will work an additional 24 minutes for each standard day to give the employee an entitlement to take rostered days off.

32.9 If an employee is subject to a medical condition (which would result in them being unfit for work under normal circumstances) on their RDO and wishes to reschedule their RDO to another time, a medical certificate must be provided. Upon receipt of a medical certificate, the employee's personal leave balance will be debited and the RDO will be rescheduled at another time to be agreed upon by the Director.

32.10 If an employee's scheduled RDO falls on a public holiday they will be entitled to take their RDO on an alternative day as agreed with the Director.

32.11 RDO scheme will continue to be monitored and reviewed for the life of this agreement. The review will be undertaken by the Director in consultation with employees and with focus on, amongst other matters, the practicalities of staff rostering and the continuity of care for children.

33. Family Events

- 33.1 The centre may undertake up to two parent evenings per year and one family event per year with attendance at each of these events being compulsory for all employees.
- 33.2 Any additional hours worked by an employee in respect to this clause will accumulate to the annual close down (clause 35.3) in accordance with the terms of clause 32.

34. Staff Meetings

- 34.1 Compulsory Staff meetings will be held on a monthly basis during the year outside of the Centre's normal hours of operation.
- 34.2 Staff meetings will be scheduled by the Director and will be included on the Centre's Events Schedule for each year and attendance is compulsory for all employees.
- 34.3 Any additional hours worked by an employee in respect to this clause will accumulate to the annual close down (clause 35.3) in accordance with the terms of clause 32.

Part 6—Leave and Public Holidays

35. Annual Leave/Annual Close Down

- 35.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 35.2 A period of twenty paid working days leave shall be allowed annually to all permanent employees after each 12 months of continuous employment. A pro rata entitlement shall apply to part time employees.
- 35.3 The Centre will be closed from the end of normal opening hours on Christmas Eve until the second Monday in January each year. This period will be known as the "annual close down". Prior to the conclusion of the annual close down period all permanent staff members will attend the centre for a period of time determined by the Director on the Friday immediately before the Monday that the centre opens in order to assist in the setting up of their rooms and other associated duties. Any additional hours worked by an employee in respect of this clause will be credited back to their annual leave entitlement.
- 35.4 To the extent that they have accumulated sufficient "time-in-lieu" hours, employees will be paid at their ordinary rate of pay for any working days falling during the annual close down that are not legislated as Public Holidays.
- 35.5 Employees can accumulate "time-in-lieu" hours towards the annual close down period from qualifying overtime worked during the year and for hours worked on special rostered days. Qualifying "time-in-lieu" hours for purposes of this provision are specified by clause 32 of this Agreement and shall be credited toward "time-in-lieu" at the rate of single time (i.e. one hour recorded to the annual close down for each additional hour worked).
- 35.6 To the extent to which, for any reason, they have accumulated insufficient "time-in-lieu" hours to cover the annual close down, employees will be required to take Annual Leave or unpaid leave for the balance of any working days, whether whole or part days, during the annual close down period.
- 35.7 *Annual leave in advance*
 - (a) The employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
 - (b) An agreement must:

- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) The employer must keep a copy of any agreement under this provision as an employee record.
 - (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this provision, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

35.8 *Cashing out of annual leave*

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this provision.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this provision.
- (c) The employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under this provision must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under this provision must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 20 days.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 20 days.
- (i) The employer must keep a copy of any agreement under this provision as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under this provision.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under this provision.

- 35.9 Paid annual leave may be taken for a period agreed between the employer and an employee but the employer will not unreasonably refuse to agree to a request by an employee to take paid leave. In considering such a request the employer will be entitled to consider the operational requirements of the school, including rostering restrictions and required staffing numbers.

35.10 Excessive leave accruals: general provisions

- (a) An employee has an excessive leave accrual if the employee has accrued more than 40 days paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 35.11 sets out how the employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 35.12 sets out how the employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

35.11 Excessive leave accruals: direction by employer that leave be taken

- (a) If the employer has genuinely tried to reach agreement with an employee under clause 35.10(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 35.10, 35.11 or 35.12 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 35.10(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

35.12 Excessive leave accruals: request by employee for leave

- (a) If the employee has genuinely tried to reach agreement with an employer under clause 35.10(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 35.11(a) that, when any other paid annual leave arrangements (whether made under clause 35.10, 35.11

or 35.12 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 35.10, 35.11 or 35.12 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than 20 days paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

36. Leave Without Pay

- 36.1 All full time and part time employees will be entitled to five days leave (pro rata for part-time employees) without pay per annum, excluding the annual close down period outlined in clause 34.
- 36.2 Periods of unpaid leave under clause 36.1 will be granted at the discretion of the Director based on applications received and in consideration of the operational needs of the Centre.
- 36.3 Otherwise than at the discretion of the Director, two weeks' notice is required for each and any period of unpaid leave.

37. Personal/Carer's Leave and Compassionate Leave

- 37.1 Employees employed under this Agreement are entitled to the personal leave provisions of the NES (Including personal leave, carer's leave and compassionate leave), with the following additional entitlements.
- 37.2 Employees are required to provide a medical certificate from a registered health practitioner* as proof of personal illness or injury on each occasion an employee is absent for two or more consecutive days. *In circumstances where it is not reasonably practicable for the employee to provide a medical certificate from a registered health practitioner a statutory declaration from the employee or a pharmacist's certificate is acceptable.
- 37.3 Where considered desirable or necessary due to a recurring pattern of behaviour, the Director may recommend that an employee access counselling through the Employee Assistance Program available to employees of The Friends' School.

38. Additional Carer's and Compassionate Leave

- 38.1 Full-time and part-time employees are entitled to additional leave to be used for the purpose of either Carer's leave or Compassionate leave only. This leave cannot be used for personal injury or illness. The additional leave shall be as follows:

- Permanent full-time employees will receive five additional leave days each year only once their accrued NES entitlement for personal/carer's leave has been exhausted or upon application in relation to Compassionate leave.
 - Permanent part-time employees will receive a pro-rata of five additional leave days each year based on their FTE at the commencement of the year concerned only once their accrued NES entitlement for personal/carer's leave has been exhausted or upon application in relation to Compassionate leave.
 - Additional paid leave will not cumulate from one year to the next.
- 38.2 The additional leave is for 5 days per annum in total to be used for either purpose and is **not** 5 additional days of carer's leave and a separate additional 5 days of compassionate leave.
- 38.3 The employer may require the same standard of proof for this clause as per the requirements of the NES and clause 36.2

39. Community Service Leave

38.1 Community service leave is provided for in the NES.

40. Public Holidays

40.1 Public holidays are provided for in the NES.

40.2 *Payment for work on a public holiday*

- (a) An employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the employer and the employee have agreed to the employee taking a day off instead of payment in which case the employee will be paid at the ordinary time rate for work on the public holiday.

40.3 *Substitution of public holidays*

- (a) By agreement between the employer and the majority of employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. This Agreement will be recorded in writing and made available to every affected employee.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

41. Paid Parental (Maternity) Leave

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

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

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

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

41.3 An employee who terminates her employment during a period of paid and/or unpaid maternity will be required to forfeit her further entitlement to paid maternity leave.

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

42. Paid Parental (Paternity) Leave

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

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

42.3 The paternity leave must be taken in one period, commencing no earlier than 1 week prior to the expected date of confinement and be completed no later than 3 weeks after the registered date of birth. If the entitlement to paid paternity leave has not been completed within this period the balance of the leave shall be forgone. There is no entitlement to payment in lieu for forgone paid paternity leave.

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

42.5 An employee who terminates his or her employment during a period of paid paternity leave—will be required to forfeit his or her further entitlement to paid paternity leave.

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

43. Family and Domestic Violence Leave

43.1 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.

43.2 Definition of Family and Domestic Violence

- (a) For the purpose of this clause, family and domestic violence is 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 behaviour that:
- i. is physically or sexually abusive; or
 - ii. is emotionally or psychologically abusive; or
 - iii. is economically abusive; or
 - iv. is threatening; or
 - v. is 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.

43.3 Family and Domestic Violence Leave

- (a) A permanent employee, experiencing family and domestic violence is entitled to 5 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.
- (c) Upon exhaustion of the leave entitlement in clause 41.3(a), employees will be entitled to up to 2 days unpaid family and domestic violence leave on each occasion.

43.4 Notice and Evidentiary Requirements

- (a) The employer shall give the employee notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in Clause 41.3(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. Information will not be kept on an employee's personnel file without their express written permission.

43.5 Individual Support

- (a) In order 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 42.5(a) 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.

Signatures

- (a) For and on behalf of The Friends' School Incorporated:

Nelson File
[name]

Principal
[position]



[signature]

20 August 2018
[date]

23 Commercial Road, North Hobart Tasmania 7000
[address]

- (b) For and on behalf of the employees employed by The Friends' School Incorporated and covered by the scope of this Agreement:

Roslyn Moulton
[name]

Friends' Early Years Administrator
[position]



[signature]

20 August 2018
[date]

395 Argyle Street, North Hobart Tasmania 7000
[address]

Schedule A—Classifications

A.1 Classification 5 - Early Childhood Administrator

A.1.1 Scale A – Early Childhood Administrator

Responsible for all monies, bookings, messages, reception responsibilities, on floor support as needed and where qualified to do so, and all aspects of enrolment, including management of the waiting list, orientation visits and upkeep of enrolment information. Also responsible for CCSS management and related databases, ordering of resources, minute taking and the co-ordination of new staff induction processes. Liaison for Government and Inclusion Support services. Oversight of relief staffing. Such other administration duties as delegated by the Centre’s Director from time-to-time.

A.1.2 Scale B – Early Childhood Administrator

Responsible for all monies, bookings, messages, reception responsibilities, on floor support as needed and where qualified to do so, and all aspects of enrolment, including management of the waiting list, orientation visits, minute taking and upkeep of enrolment information. Also responsible for CCSS management and related databases and minute taking.

A.1.3 Scale C – Receptionist

Primarily responsible for performing the reception function, and the input of data relating to CCSS management, minute taking and related databases. Expected to perform other administration duties from time to time.

A.2 Classification 4 - Early Childhood Educator (Degree Qualified)

A.2.1 Scale A – Lead Educator

Qualified with Bachelor of Education / 4-Year Qualified Teacher Trained / 3-Year Qualified Teacher Trained (subject to regulatory requirements): Responsible for planning and evaluation of individual and whole group programs, managing and supervising other lead educators – qualified and unqualified, ordering and budgeting for room resources, responsible for general cleanliness and maintenance of their own room (health and safety), full liaison with parent / guardians, duty of care. Accreditation and licensing requirements per room. Reporting issues / concerns at lead educator meetings. Excursions. Able to be appointed as pre-kinder teachers which entails additional educational responsibilities.

A.2.2 Scale B – Educator

Qualified with a Bachelor of Education / 4-Year Qualified Teacher Trained / 3-Year Qualified Teacher Trained (subject to regulatory requirements): Adopts all Lead Educator responsibilities (Classification 3 (Scale A)), excepting accreditation and licensing, planning and evaluation, supervising and managing staff, and reporting to lead educator meetings. In the absence of the regular lead educator may act as the lead educator.

A.3 Classification 3 - Early Childhood Educator (Diploma Qualified or Qualified as Deemed Appropriate by the Employer)

A.3.1 Scale A – Lead Educator (Diploma Qualified)

Qualified with Diploma (C2, Scale A) or Advanced Diploma (C2, Scale A plus additional 1.5% loading): As per responsibilities for Qualified with a Bachelor of Education / 4 year teacher trained / 3-Year Qualified Teacher Trained (Classification 3 (Scale A)), excepting being able to be appointed as pre-kinder teachers with additional educational responsibilities.

A.3.2 Scale B –Lead Educator (Qualified as Deemed Appropriate by the Employer)

Qualified as Deemed Appropriate by the Employer and subject to regulatory requirements but not a Diploma or Degree Holder / Qualified Teacher (subject to regulatory requirements): As per responsibilities for Qualified with Diploma (Classification 2 (Scale A)).

A.3.3 Scale C -Educator (Qualified with Diploma)

Qualified with Diploma: As per responsibilities for Qualified with Diploma (Classification 2 (Scale A)), excepting staff supervision and management.

A.4 Classification 2 - Early Childhood Educator (Certificate IV or Certificate III)

A.4.1 Scale A

Qualified with Certificate IV (OSHC) or Certificate III with 5 or more years' experience: Assistant to Lead Educator. Follow and apply all program implementation as per Lead Educators planning. Assist with individual plans and evaluations through observations and liaison with Lead Educator. Health and safety and room cleanliness and maintenance.

A.4.2 Scale B

Qualified with Certificate III: Assistant to Lead Educator. Follow and apply all program implementation as per Lead Educator's planning. Assist with individual plans and evaluations through observations and liaison with Lead Educator. Health and safety and room cleanliness and maintenance.

A.4.3 Scale C

Unqualified but actively working towards at least an approved Certificate III level education and care qualification. Assistant to Lead Educator. Follow and apply all program implementation as per Lead Educator's planning. Assist with individual plans and evaluations through observations and liaison with Lead Educator. Health and safety and room cleanliness and maintenance.

A.5 Classification 1 - Early Childhood Assistant (This level has been removed from the Friends' Early Years Enterprise Agreement)

A.5.1 Scale A

Unqualified – Over 18 years of age and actively working towards at least an approved Certificate 111 level education and care qualification.

A.5.2 Scale B

Under 18 years of age and actively working towards at least an approved Certificate 111 level education and care qualification.

A.6 Director of Friends' Early Years

This position will be offered as a contract appointment and therefore the classification structure outlined in this Agreement will not apply to this position.

A.7 Appointments

Subject to relevant regulatory guidelines, employees may be appointed to any position in the classification structure, regardless of their qualifications, where the employer deems their qualifications and experience to be of an equivalent level to the relevant classification.