



# DECISION

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

**The Friends' School Incorporated T/A The Friends' School**  
(AG2018/1078)

## **THE FRIENDS SCHOOL (GENERAL STAFF) ENTERPRISE AGREEMENT 2018**

Tasmania

COMMISSIONER LEE

MELBOURNE, 25 OCTOBER 2018

*Application for approval of The Friends School (General Staff) Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as *The Friends School (General Staff) 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 The Friends' School Incorporated T/A The Friends' School. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 November 2018. The nominal expiry date of the Agreement is 31 December 2020.



COMMISSIONER

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Annexure A

**Undertaking Pursuant to Section 190 - Fair Work Act 2014**

**The Friends' School (General Staff) Enterprise Agreement 2018**

I, Nelson File, Principal of The Friends' School Incorporated, 23 Commercial Road, North Hobart in the State of Tasmania, hereby undertake as follows in relation to *The Friends' School (General Staff) Enterprise Agreement 2018*:

1. Clause 19.3(c) is amended to read:

(c) Casual Sessional Rates -

(i) Instructional Services

The casual sessional rates of pay set out above are for a session of 60 minutes duration. The minimum period of engagement for a casual sessional employee engaged to undertake instructional services work shall be 1 hour.

(ii) Live Performance

An employee engaged to undertake a live performance will be paid for a minimum of three hours for each engagement.

2. An employee who is engaged as a casual outdoor education employee, for more than 11 hours of work, will be paid the higher of:

- the applicable daily rate at clause 11.8(c) of the *The Friends' School (General Staff) Enterprise Agreement 2018*;
- or
- the applicable hourly wage rate, casual loading and any applicable penalties and overtime in accordance with the *Educational Services (Schools) General Staff Award 2010* for each hour worked on a casual engagement.

Signature: 

Name: Nelson File

Date: 18 Oct 2018



**The Friends' School**

**(General Staff)**

**Enterprise Agreement 2018**

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

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## **Part 1—Application and Operation**

### **1. Title**

The Friends' School (General Staff) Enterprise Agreement 2018.

### **2. Application and Purpose of Agreement**

This Agreement is between The Friends' School Incorporated, 23 Commercial Road, North Hobart, Tasmania - ABN 34 682 819 626 - (the employer) and the employees employed by the employer in accordance with the classifications within this Agreement and who are not covered by any other Friends' School Enterprise Agreement. This Agreement specifically excludes any employees who are employed as teachers, within the early learning centre or health and fitness centre.

The purpose of this Agreement is to:

- consolidate and develop further initiatives arising out of the enterprise bargaining and Award modernisation process; and
- accept a mutual responsibility to maintain a working environment that ensures that The Friends' School ("the School") Board and employees become genuine participants and contributors to the School's aims, objectives and philosophy.

United Voice Tasmania are a party to this Enterprise Agreement.

### **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 2020.

### **4. Relationship to Other Industrial Instruments**

This Agreement replaces The Friends' School (General Staff) Enterprise Agreement 2015 and any previous Workplace Agreements, in their entirety.

This Agreement incorporates the terms of the *Educational Services (Schools) General Staff Award 2010* and the *Live Performance Award 2010*. Where there is any inconsistency with the terms of an Award this Agreement is to prevail. Where this Agreement is silent on a particular matter the relevant terms of the Award will apply.

### **5. No Further Claims**

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)

**Adult apprentice** means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

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

**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, and includes term weeks and non-term weeks

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

## **7. The National Employment Standards and this Agreement**

The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.

## **8. Agreement Flexibility**

- 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; and
  - (iv) allowances.
- (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 Fair Work Commission may deal with the dispute in 2 stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

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

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

- 10.3 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.
- 10.4 The employer or employee may appoint at any time another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.5 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work 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;
- (b) part-time employment;
- (c) fixed-term employment;
- (c) casual employment; or
- (d) casual sessional employment.

11.2 At the time of engagement, the employer will inform each employee whether they are employed on a full-time, part-time, fixed-term, casual or casual sessional 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 26—Ordinary Hours of Work.

#### **11.4 *Part-time Employment***

- (a) A part-time employee is a person engaged to work on a regular basis for less than 52 weeks a year and/or an average of less hours per day or week than those prescribed for full-time employees.
- (b) A part-time employee will be paid an hourly rate determined by dividing the appropriate annual salary contained in clause 19 of this Agreement by 52.18 and by dividing the subsequent wage by 38.
- (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. Any such agreement may contain, and rely upon, an averaging provision allowing the averaging of hours over a specified period.

- (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.

#### 11.5 *Fixed Term Employment*

An employee may be employed for a fixed period of time on the following basis:

- (a) to undertake a specified project;
- (b) to undertake a specified task which has a limited period of operation; or
- (c) to replace an employee who is on leave; or
- (d) to meet the roster/staffing requirements of the curriculum for a specific term(s) or school year.

#### 11.6 *Casual Hourly Employment*

- (a) A casual hourly employee is a person who is employed to either:
  - (i) perform work on an intermittent or irregular basis; or
  - (ii) work uncertain hours; or
  - (iii) replace a full time or part time employee who is absent,and who is engaged and paid on an hourly basis.
- (b) The minimum period of engagement for a casual employee, apart from a casual sessional employee, shall be 1 hour.
- (c) Apart from a casual sessional employee a casual employee's hourly rate is determined by dividing the appropriate annual salary contained in clause 19 of this Agreement by 52.18 and by dividing the subsequent weekly wage by 38. In addition, all casual employees employed under the scope of this Agreement receive a 25% loading in lieu of all paid leave (this loading is not payable on overtime hours, which attract the normal overtime penalty determined by the overtime hours worked).

#### 11.7 *Casual Sessional Employment*

- (a) A casual sessional employee is a person employed under the Instructional and Musical Services Stream and is engaged and paid on a sessional basis.
- (b) A casual sessional employee will be advised at the commencement of the school year, or when otherwise engaged, how many sessions they are likely to be engaged to deliver per week for the remainder of the year. The number of sessions may vary from week to week depending on the number of students wishing to undertake the activity and/or changes in the employer's programs. A casual sessional employee will be notified when the number of actual sessions varies. Each sessional engagement shall stand alone.

If, due to insufficient demand for the tuition/training/service provided by a casual sessional employee (as determined by the employer) and/or changes in the employer's program, it is necessary to terminate the employment of a casual sessional employee nothing in this Agreement shall prevent the employer from doing so.

- (c) A casual sessional employee's rate of pay is determined by having regard to the length of the session, and not by the time each session takes to complete. The sessional rates are for all work undertaken Monday to Sunday.

	Base Rate	Loaded Rate
Instructional Services Grade 1	\$51.75	\$64.69
Instructional Services Grade 2	\$53.43	\$66.78
Instructional Services Grade 3	\$55.09	\$68.86
Live Performance Grade 1	n/a	\$64.69

The Loaded Rates above include a loading assessed at 25% which is paid in lieu of all paid leave and separation payments.

- (d) Given the sessional nature of the employment no minimum periods of engagement shall exist. Casual sessional employees will not ordinarily be required to work in excess of the ordinary hours set out in this Agreement, but if hours in excess of the ordinary hours are agreed upon the rate of pay set out in 11.5(c) shall apply to those hours.

#### 11.8 *Casual Outdoor Education Payment Rate*

- (a) This clause applies to employees covered by this Agreement who are engaged on a casual basis to support the outdoor education program of the School.
- (b) For the purpose of calculating wages the following conditions apply to an employee engaged in accordance with the provisions of this clause:
- Employees are classified as shift workers.
  - An employee's hours may be averaged over a period of a fortnight.
  - Daily hours shall be worked continually each shift (except for broken shifts and meal breaks).
  - Daily rostered ordinary hours shall not exceed an average of 10 hours per day over the averaging period, inclusive of meal breaks.
  - An employee's "base rate of pay" is determined by reference to their classification under this Agreement and the applicable annual salary (determined by reference to sub-clause 19.3) expressed as an hourly rate (annual salary divided by 52.18, divided by 38).
  - Provided that, an employee engaged under the terms of this clause shall work a maximum of eight rostered shifts, including both weekday and weekend shifts, in any one fortnight (pay period). In the event of the maximum number of shifts per fortnight being exceeded overtime rates shall apply for the additional hours worked.
- (c) The following daily rates shall be paid for the fortnightly ordinary hours wages of an employee engaged in accordance with the provisions of this clause:

Weekdays (Other than Public Holidays)

A daily payment equal to 11.20 hours of the employee's base rate of pay.

Saturdays

A daily payment equal to 14.60 hours of the employee's base rate of pay.

#### Sundays

A daily payment equal to 19.45 hours of the employee's base rate of pay.

#### Public Holidays

A daily payment equal to 24.50 hours of the employee's base rate of pay.

#### No Further Payment

With the exception of payment for overtime worked in excess of the maximum number of fortnightly shifts employees engaged under this clause shall not be entitled to any further payments beyond those calculated in accordance with this clause.

### **12. Period of Probationary Employment**

- 12.1 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. 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.
- 12.2 At the discretion of the employer, fixed term 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 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 employee, the continuation of their employment beyond the probationary period is subject to satisfactory completion of their probation.

### **13. Leave Without Pay During Non-Term Weeks**

#### **13.1 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 paid work (whether on a full-time, part-time or casual 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.

### 13.2 *Calculating Annual Salary for an Employee on Leave Without Pay During Non-Term Weeks*

(a) The formula in this sub-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—Minimum Wages) 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 Agreement 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 in the School.

### 14. **Residential Supervisors**

An employee employed as a residential supervisor shall:

(a) be engaged and paid in accordance with clause 26.3 of this Agreement; and

(b) be entitled to a classification determined by reference to Schedule A of this Agreement; and

(c) be entitled to a base rate of salary determined by reference to clause 19 of this Agreement; and

(d) be provided with reasonable on-site accommodation, including power and heating available for their exclusive use; and

(e) not be entitled to an on call or recall allowance (clause 20.4) when rostered for overnight duty.

## 15. Child Care

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.

## 16. Termination of Employment

16.1 All employment, except for casual employment, may be terminated by the employer or the employee giving written notice, in accordance with the following schedule.

<b>Period of Continuous Service with the Employer</b>	<b>Period of Notice</b>
Less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
5 years or more	At least 4 weeks

The period of notice is increased by 1 week if the employee is over 45 years of age and has completed at least 2 years' continuous service with the employer at the end of the day on which the notice is given. The employee is not required to provide this additional notice if they resign their employment.

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

### 16.3 *Notice of Termination by an Employee*

The notice of termination required to be given by an employee is the same as that required of the employer. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### 16.4 *Job Search Entitlement*

Where the employer has given notice of termination to an employee, an employee must 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.

## 17. 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 at least 2 weeks' notice if their continuous service is less than 12 months, or 4 weeks if 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:



<b>Years of Service</b>	<b>Weeks of Pay at Ordinary Time Rate</b>
1 year of service or less	Nil
More than 1 but less than 2 years	4 weeks
More than 2 but less than 3 years	6 weeks
More than 3 but less than 4 years	8 weeks
More than 4 but less than 5 years	10 weeks
More than 5 but less than 6 years	12 weeks
More than 6 but less than 7 years	14 weeks
More than 7 but less than 8 years	16 weeks
More than 8 but less than 9 years	18 weeks
More than 9 but less than 10 years	20 weeks
More than 10 but less than 11 years	22 weeks
11 years' 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 previous 12 months of service.

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 described in sub-clause 17.2 of this clause, the following benefits and services -

- The provision of professional assistance in identifying appropriate career directions following separation; and / or
- Assistance in the preparation of an employment résumé and job applications; and / or
- Where appropriate, assistance in identifying and accessing appropriate work opportunities.

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

##### **18. Classifications**

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

##### **19. Minimum Wages**

###### *19.1 Absorption of National Minimum Wage Order or Other Award Increases*

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 and do not flow on to this Agreement.

## 19.2 Incorporation of Annual Leave Loading

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

## 19.3 Salary Scales

- (a) The following (full time) salary rates are operative from the first full pay period on or after the respective dates.

### Existing Salary Rates as at FFP 1/5/2017

Salary Scales	Annual Salary	Hourly Rate
TFS Level 1	43,495	21.94
TFS Level 2	46,055	23.23
TFS Level 3	48,609	24.51
TFS Level 4	51,174	25.81
TFS Level 5	53,727	27.10
TFS Level 6	56,285	28.39
TFS Level 7	58,845	29.68
TFS Level 8	62,211	31.37
TFS Level 9	67,753	34.17

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

Salary Scales	Annual Salary	Hourly Rate
TFS Level 1	44,365	22.38
TFS Level 2	46,976	23.69
TFS Level 3	49,581	25.00
TFS Level 4	52,197	26.33
TFS Level 5	54,802	27.64
TFS Level 6	57,411	28.96
TFS Level 7	60,022	30.27
TFS Level 8	63,455	32.00
TFS Level 9	69,108	34.85

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

Salary Scales	Annual Salary	Hourly Rate
TFS Level 1	45,252	22.83
TFS Level 2	47,916	24.17
TFS Level 3	50,573	25.50
TFS Level 4	53,241	26.85
TFS Level 5	55,898	28.19
TFS Level 6	58,559	29.54
TFS Level 7	61,222	30.88
TFS Level 8	64,724	32.64
TFS Level 9	70,490	35.55

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

Salary Scales	Annual Salary	Hourly Rate
TFS Level 1	46,610	23.51
TFS Level 2	49,353	24.89
TFS Level 3	52,090	26.27
TFS Level 4	54,839	27.66
TFS Level 5	57,574	29.04
TFS Level 6	60,316	30.42
TFS Level 7	63,059	31.81
TFS Level 8	66,666	33.62
TFS Level 9	72,605	36.62

**Existing Salary Rates as at FFP 1/5/2017**

Classifications	Casual Sessional Rate
Instructional Services Grade 1	64.69
Instructional Services Grade 2	66.78
Instructional Services Grade 3	68.86
Live Performance Grade 1	64.69

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

Classifications	Casual Sessional Rate
Instructional Services Grade 1	65.98
Instructional Services Grade 2	68.12
Instructional Services Grade 3	70.24
Live Performance Grade 1	65.98

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

Classifications	Casual Sessional Rate
Instructional Services Grade 1	67.30
Instructional Services Grade 2	69.49
Instructional Services Grade 3	71.64
Live Performance Grade 1	67.30

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

Classifications	Casual Sessional Rate
Instructional Services Grade 1	69.32
Instructional Services Grade 2	71.57
Instructional Services Grade 3	73.79
Live Performance Grade 1	69.32

- (b) 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.

- (c) Casual Sessional Rates

The casual sessional rates of pay set out above are for a session of 60 minutes duration.

Sessions may be of varying of length. Wherever a session is of a length other than 60 minutes a pro-rata payment shall be applicable. For example, where a session is of 30 minutes an employee shall be entitled to 50% of the above rates, where the session is of 45 minutes they shall be entitled to 75% of the above rates.

- (d) Junior Rates

Junior employees, other than those otherwise covered by the *Live Performance Award 2010*, will be paid in accordance with the following scale irrespective of their classification level:

Less than 17 years of age:	70% of the annual rate
17 years of age but less than 18 years	85% of the annual rate
18 years of age and over	100% of the annual rate

For the purposes of this sub-clause the term annual rate means the applicable annual salary rate for the employee's classification level as detailed in sub-clause 19.3(a).

#### 19.4 Averaging of Salaries for Part-Time "Term Time" Employees

##### (a) Part-time Employees Engaged on a Permanent Basis

Where an employee is engaged to work on a regular basis for less than 52 weeks per year in accordance with the part time definition of this agreement, they may elect to:

- (i) be paid for their fortnightly hours during the fortnights that they are engaged to work during any 12 month period; or
- (ii) have their salary averaged over the 12 month period in accordance with the following formula:

$$[(A + B) \times C] \div 26.09 = \text{Average fortnightly payment for the year.}$$

A = projected hours the employee is required to work during the weeks they are engaged to work during the 12 month period, including any paid public holidays falling due to the employee in accordance with their appointment during the weeks they are engaged to work during the 12 month period; and

B = annual leave due to the employee for the 12 month period, denominated in hours; and

C = current hourly rate.

Where an employee elects to have their salary calculated and paid over a 12 month period in accordance with the provisions of sub-clause (a)(ii) of this clause:

- (1) The employee must provide the employer with written notification of their decision to have their salary averaged over a 12 month period at least 14 days before the completion of the preceding 12 month averaging period; and
- (2) The decision of the employee is binding until the completion of the last pay period to commence within the 12 month period they have elected to have their salary averaged over the year; and
- (3) For a calendar year the averaging and payment method will begin from the commencement of the full pay period to commence in the year, and
- (4) Employees will be paid the average fortnightly payment for the 26 fortnightly pay periods of the year, as applicable; and
- (5) Any salary increases which become due to the employee during the course of the 12 month period will take effect from the commencement of the first full pay period after the effective date of the increase; and
- (6) Where an employee's hours increase or decrease during the course of the averaging period, the average fortnightly payment, as applicable, for the year will be re-calculated to take into consideration the increase or decrease; and
- (7) Where the employee proceeds on any form of leave without pay during the course of the school year the cost of that leave without pay will be calculated in accordance with the following formula:

$$\text{Total LWOP hours} \times \text{current hourly rate} = \text{Total cost of LWOP pay.}$$

Where leave without pay is taken, the employee's average fortnightly payment amount will be reduced by the amounts as necessary until such time as the total cost of leave without pay is recovered by the employer.

(b) Employees Engaged for a Specified Period (Less than a Full School Year)

Where an employee is engaged to work for less than a full school year on a regular basis which is less than 52 weeks per year in accordance with the part time definition of this Agreement, they may elect to:

- (i) be paid for their fortnightly hours during the fortnights that they are engaged to work during the calendar year; or
- (ii) have their salary averaged over the period of engagement in accordance with the following formula:

$[(A + B) \times C] \div D = \text{Average fortnightly payment for the period of engagement.}$

A = projected hours the employee will be required to work during the period of engagement, including any paid public holidays falling due to the employee during their period of engagement; and

B = annual leave due to the employee for the period of engagement, denominated in hours; and

C = current hourly rate; and

D = the number of pay days during the period of engagement.

Where an employee elects to have their salary calculated and paid in accordance with the provisions of sub-clause (b)(ii) of this clause:

- (1) The employee must provide the employer with written notification of their decision to have their salary averaged over the period of engagement before the commencement of the engagement; and
- (2) The decision of the employee is binding until the completion of the last pay period to commence during the period of engagement; and
- (3) The averaging and payment method will begin from the first full pay period after their commencement of employment; and
- (4) Employees will be paid the average fortnightly payment for the pay periods which fall during the period of engagement, as applicable; and
- (5) Any salary increases which become due to the employee during the period of engagement will take effect from the commencement of the first full pay period after the effective date of the increase; and
- (6) Where an employee's hours increase or decrease during the course of the period of engagement the average fortnightly payment for the year will be re-calculated to take into consideration the increase or decrease; and
- (7) Where the employee proceeds on any form of leave without pay during the period of engagement the cost of that leave without pay will be calculated in accordance with the following formula:

Total LWOP hours x current hourly rate = Total cost of LWOP pay.

Where leave without pay is taken, the employee's average fortnightly payment amount, as applicable, will be reduced by the amounts as necessary until such time as the total cost of leave without pay is recovered by the employer.

## 19.5 Apprentices

- (a) Apprentices may be employed in accordance with the provisions of Schedule D.
- (b) An apprentice, other than an adult apprentice, will be paid a percentage of the standard rate as follows:

Year of apprenticeship	% of the standard rate for apprentices who have not completed Year 12	% of the standard rate for apprentices who have completed Year 12
First year	50	55
Second year	60	65
Third year	75	75
Fourth year	90	90

- (c) The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in clause 19.3, or the relevant rate prescribed in clause 19.5(b), or whichever is the greater.
- (d) A person employed by the employer under this Agreement immediately prior to entering into a training agreement as an adult apprentice with the employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in the School for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 19.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

## 20. Allowances

### 20.1 Caretakers' Accommodation

- (a) An employee who is employed as a caretaker and who is required by the employer to reside in premises provided by the employer, will be provided with living quarters, power and heating at no cost to the employee.
- (b) The on call and recall allowances in clause 20.4 do not apply to a caretaker provided with accommodation.

### 20.2 First Aid Allowance

- (a) First aid allowances shall be paid where the employer deems it highly desirable or mandatory for an employee to hold a first aid qualification.
- (b) There are two levels of appointment:

Level 1 (deemed highly desirable by the employer).

- appropriate to an employee who is occupying a position which is preferred by the employer to possess a first aid certificate; and
- the employee holds a current first aid certificate; and
- there is an occasional need for the staff member to apply first aid in the course of their duties.

Employees appointed to this level receive an annual allowance of \$667.

Level 2 (deemed mandatory by the employer).

- appropriate to an employee who holds explicit first aid responsibilities as part of their duties; and
- the employee holds a current first aid certificate; and
- the employee is required to apply first aid on a frequent basis.

Full time employees appointed to this level receive an annual allowance of \$1,993. The annual allowance for part time employees shall be calculated on a pro-rata basis, determined by their FTE.

Provided that, where the employee is unable, for whatever reason, to perform their first aid duty the employer is entitled to rescind the allowance.

- (c) The allowance specified in sub-clause 20.2 does not apply to:
- a nurse;
  - an employee employed exclusively as a first aid officer; or
  - an employee whose appointment to the position of first aid officer has been taken into account in classifying their position
- (d) The allowances specified in sub-clause 20.2 are subject to indexation at the rate and timing specified for salaries in accordance with the provisions of sub-clause 19.3 of this Agreement.

### 20.3 Meal Allowance

Where the employer requires an employee:

- (a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the employer will provide a meal to the employee. The exceptions to this are:
- (i) if an employee could reasonably return home for a meal; or
  - (ii) if it is not possible to provide a meal, the employer will pay a meal allowance of \$15.14 to the employee,
- (b) employed in student residential accommodation, to be on duty during meal times, the employee will be entitled to the meal provided to the School's residential accommodation students.

### 20.4 On Call and Recall Allowance

- (a) On call allowance

An on call allowance will be paid to an employee who is required by the employer to hold themselves available to be recalled to work. The employee will be paid an allowance equal



to one ordinary hour's pay for each period of up to 24 hours that the employee is required to be on call.

(b) Recall allowance

An employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

(c) Exceptions

The on call and recall allowances do not apply to an employee provided with reasonable accommodation, including living quarters, power and heating, and available to the employee for their exclusive use at no cost to the employee.

20.5 *Overnight Allowance*

(a) Payment for overnight excursions involving students shall be considered on a case by case basis. Payment for overnight excursions shall only be made where it is deemed by the employer to be appropriate and the level of remuneration shall be determined by consideration of the time and duties involved.

(b) Employees may request that payment for an overnight excursion be considered by the employer. Employees may also request that payment for an overnight excursion be reviewed.

(c) The final decision regarding an overnight excursion payment (including the level of payment) rests with the employer.

20.6 *Tool Allowance*

Where the employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid \$15.29 per week (except for a carpenter or joiner who must be paid \$28.94 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage of this allowance.

20.7 *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.

20.8 *Personal Care Allowance*

(a) Where employees are required to regularly undertake toileting, showering, feeding or other personal care duties with a high needs student or students in accordance with an Individual Education Plan a Personal Care Allowance may be payable.

- (b) The Personal Care Allowance will be paid at \$0.45 for each hour or part thereof an employee is required to attend to undertake the duties described at 20.8(a).
- (c) The Personal Care Allowance will be paid upon application in writing by an employee if they qualify for payment under this clause.

#### 20.9 *Adjustment of Allowances*

Subject to clause 20.2(a) all allowances, except the first aid allowance, shall be increased on 1 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.

### 21. **Higher Duties**

- 21.1 The employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.
- 21.2 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.

### 22. **Payment of Wages**

Payment of wages may be fortnightly or monthly.

### 23. **Superannuation**

#### 23.1 *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 the Agreement covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

#### 23.2 *Employer contributions*

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.

#### 23.3 *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 23.2.

- (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 must pay the amount authorised under clauses 23.1(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 23.1(a) or (b) was made.

#### 23.4 *Superannuation fund*

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.1(a) and (b) to Tasplan or its successor.

#### 23.5 *Superannuation fund – salary sacrificing*

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.

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.

Employees are entitled to change funds once in any 12 month period.

### 24. **Salary Sacrifice**

#### 24.1 *Application*

This clause facilitates the provision of salary and benefit packages to employees covered by this Agreement.

#### 24.2 *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 *Fringe Benefits Tax Assessment Act 1986* (Cth).

**“Salary Sacrifice Benefits”** - means the salary sacrifice benefits made available by the employer from time to time, but will include:

- Childcare fees at Friends’ Early Years, based on an agreed level of care to be maintained for each calendar year; and
- 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 in accordance with clause 23 of this Agreement.

#### 24.3 *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.

#### 24.4 *Salary Packaging*

The employer may offer to provide and an employee may accept, in writing:

- the benefits selected by an employee from those salary sacrifice benefits made available by the employer; and
- a wage equal to the difference between the benefit value and the wage which would have applied to the employee pursuant to sub-clause 3 of this clause, in the absence of an agreement under this sub-clause.

#### 24.5 *Taxation Liability*

An 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.

#### 24.6 *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:

- the employer is entitled to reimbursement of any overpayment; and
- 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.

#### 24.7 *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.

#### 24.8 *Cessation of Arrangements*

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

- by written notice of at least one pay cycle from the employee; or
- on termination of the employee’s employment; or
- if the employer is unable to continue such arrangements; or
- if legislative changes prevent continuation of such arrangements.

#### 24.9 *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 sub-clause 4 of this clause.

#### 24.10 Calculation of Salary During Leave

During the life of an agreement pursuant to sub-clause 4 of this clause, an employee who takes leave is entitled to payment during the period of leave, as follows:

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

#### Formula Explanation

W = the wage determined pursuant to sub-clause 4; and  
P = the % of wage payable during the leave; and  
B = the benefit value; and  
A = the amount of wages.

#### 24.11 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 sub-clause 3 of this clause, in the absence of an agreement pursuant to sub-clause 4 of this clause.

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

### 25. Supported Wage and National Training Wage

#### 25.1 Supported Wage System

The provisions of Clause 21.1 – Supported Wage System of the *Educational Services (Schools) General Staff Award 2010*, as varied from time to time, will apply to employees covered by this Agreement, with the exception of C.8 in Schedule C of the *Educational Services (Schools) General Staff Award 2010* which shall be replaced with the following:

*Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.*

#### 26.1 National Training Wage

The provisions of Clause 21.2 – National Training Wage 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

### 26. Ordinary Hours of Work

26.1 Subject to this clause, a full-time employee's ordinary hours of work will be an average of 38 per week. The ordinary hours of work for a part-time or casual employee will be in accordance with clause 11—Types of Employment.

26.2 The ordinary hours of work for all employees employed under this Agreement will be worked on no more than five days in any seven and may be worked on any day from Monday to Sunday between the hours of 6.30am to 6.30pm. Hours of work worked outside of these hours shall attract a penalty determined by reference to this Agreement, with the exception of employees who are engaged to support the outdoor education program of the School or residential accommodation roles where the rate of pay shall be determined by reference to clause 11.7 or 14 respectively of this Agreement.

26.3 The ordinary hours of work in clause 26.1 may be averaged over a period of a fortnight or four weeks. The exception to this is an employee employed in outdoor education, or student residential accommodation whose hours of work may be averaged over a period of up to 12 months. An employee who works in student residential accommodation hours of work are averaged over a period of 12 months, they will be paid the applicable annual rate in clause 19.3 for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES, and clauses 13 – Leave Without Pay During Non-Term Weeks and 27 – Rostered Days Off and clauses 29 – Shift work, 30 – Penalty Rates and 31 - Overtime, will not apply.

#### 26.4 *Attendance at Meetings and Professional Development Activities*

- (a) Employees may be required to participate in professional development activities and attend meetings.
- (b) The employer may provide for up to 3 days of professional development each year and wherever possible this will occur during the employee's normal working hours.
- (c) A part-time employee is not normally required to attend a meeting or a professional development activity, if it is held on a day that is not, for that employee a normal working day. Where a part-time employee chooses to attend the employer may pay the employee for their time at the employer's discretion. An employee will be required to make a request for payment in advance of their attendance.
- (d) If a part-time employee is required by the employer to attend a meeting or professional development on a day that is not a normal working day for that employee, the employee will be paid for their attendance at the appropriate hourly rate.

#### 26.5 *Reasonable Additional Hours for Part time Employees*

The 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 the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 26.1 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 the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 26.2, 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) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of one hour will not apply.
- (d) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

#### 26.6 *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.
- (c) The entitlements in clauses 26.6(a) and (b) do not apply to:
  - (i) An employee works in student residential accommodation, where the periods of duty are concurrent with a sleepover;
  - (ii) an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises;
  - (iii) an employee who is attending a school camp or excursion; or
  - (iv) an employee working a broken shift.

#### 27. **Rostered Days Off**

The employer and employee may agree that the ordinary hours of work provided by clause 26— Ordinary Hours of Work will be worked over 19 days in each four week period, in which case the following provisions will apply.

- 27.1 The employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 27.2 An employee will accrue 24 minutes for each eight hour day worked to give the employee an entitlement to take rostered days off.
- 27.3 Each day of paid leave taken by an employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation

payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 27.2.

- 27.4 Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- 27.5 An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 27.6 An employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 27.2.
- 27.7 An employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 27.2.
- 27.8 Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- 27.9 An employee will be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

## **28. Breaks**

### **28.1 Meal Break**

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

### **28.2 Rest Break**

- (a) At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding 28.2(a), an employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

## **29. Shiftwork**

### **29.1 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 29.4.

### **29.2 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 26.2;



- (b) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 26.2 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.

### 29.3 *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 (other than for a casual) of two hours for each period of duty.
- (b) An employee, other than a casual, 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.
- (d) The provisions of clause 29.3(c) do not apply to a student residential accommodation employee who is provided with reasonable accommodation including living quarters, power and heating, and available to the employee for their exclusive use for 52 weeks of the year, at no cost to the employee.

### 29.4 *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 30—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 29.4(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.

## 30. **Penalty Rates**

### 30.1 *Shiftwork*

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

### 30.2 *Saturday and Sunday Work*

- (a) An employee other than an employee covered by clause 30.2(b) 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) Except that a school services employee undertaking cooking or catering duties, or a student residential accommodation employee who is not working averaged hours in accordance with the provisions of clause 26.3, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.
- 30.3 The penalty rates within this clause and in clause 31—Overtime 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.

## 31. **Overtime**

### 31.1 *Overtime Rates*

- (a) An employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

<b>Time worked</b>	<b>Overtime rate</b>
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay
- (b) Except that a nursing services employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.

### 31.2 *Time off Instead of Overtime Payment*

- (a) An employee and the employer may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an employee and the employer have agreed to time off instead of overtime payment under clause 31.2(a) and such time has not been taken:
  - (i) within four weeks of accrual; or

- (ii) during the non-term weeks agreed in writing between an employee and the employer;

The employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked.

### 31.3 *Make-Up Time*

An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

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

### **32. Annual Leave**

32.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

32.2 The employer may require an employee to take their annual leave during non-term weeks.

### 32.3 *Paid Leave in Advance of Accrued Entitlement*

The employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

### 32.4 *Cashing out of annual leave*

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- (c) An 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 clause 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 clause 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 (pro-rata for part time employees).

- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 20 days (pro-rata for part time employees).
- (i) The employer must keep a copy of any agreement under this clause as an employee record.

**32.5 Excessive leave accruals: general provision**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 40 days paid annual leave (pro-rata for part time employees).
- (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 32.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 32.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**32.6 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 32.5(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 30 days (pro-rata for part time employees) when any other paid annual leave arrangements (whether made under clause 32.5, 32.6 or 32.7 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.

**32.7 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 32.5(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 32.6(a) that, when any other paid annual leave arrangements (whether made under clause 32.5, 32.6 or 32.7 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 30 days (pro-rata for part time employees) when any other paid annual leave arrangements (whether made under clause 32.5, 32.6 or 32.7 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 (a) more than 20 days (pro-rata for part time employees) paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

### **33. Personal/Carer's Leave and Compassionate Leave**

- 33.1 Personal/carer's leave and compassionate leave are provided for in the NES, with the following additional entitlements:
- (a) 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.
  - (b) This entitlement will be made on a pro-rata basis for part-time employees based on their fractional appointment at the time of their commencement.

### **34. Renewal Leave Scheme**

#### **34.1 Philosophy**

The parties to this Agreement recognise that the quality of work 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.

#### **34.2 Eligibility**

An employee with at least 2 years continuous service (other than a fixed-term, casual or temporary employee), may request to participate in the Renewal Leave Scheme (RLS).

### 34.3 *Payment*

- (a) If participation in the RLS is approved, the annual salary payable to the employee is 80% of the appropriate salary pursuant to clause 19.3 of this Agreement that would apply to the employee during their participation in the RLS.
- (b) After 4 years of continuous participation in the RLS on the rate prescribed by paragraph (a) of this sub-clause, 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 paragraph (a) of this sub-clause. Unless otherwise agreed in writing, payment will be in accordance with normal payment of wages 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 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 the RLS.
- (e) An amount equal to the employee's deferred salary, as determined by clause 34.3(a) of this Agreement, will be paid to an employee who has elected to participate in the RLS for each year, or part thereof, since they commenced in the RLS if the employee:
  - dies; or
  - terminates their employment; or
  - is terminated by the employer; or
  - ceases to participate in the RLS, pursuant to sub-clause 34.4(a) of this clause; or
  - takes a shorter period of renewal leave, pursuant to sub-clause 34.4(b) of this clause.
- (f) A period of renewal leave will be treated as leave without pay for all other purposes under the Agreement including incremental purposes

### 34.4 *Other Conditions Applying*

- (a) Once an application to participate in the RLS has been approved, withdrawal from the scheme must be mutually agreed, in writing.
- (b) Renewal leave taken pursuant to paragraph (b) of this clause, must be taken as a whole school year, commencing at the beginning of the school year, unless otherwise mutually agreed in writing.
- (c) If an employee has either taken their renewal leave or a shorter period of renewal leave, as agreed pursuant to paragraph (b) of this sub-clause, or withdrawn from the RLS, pursuant to paragraph (a) of this sub-clause, and again wishes to participate in the RLS, a fresh application must be made.
- (d) The parties agree that the efficient operation of the School must be a consideration in the requesting and approval of leave under the RLS.

### 34.5 *Renewal Leave and Long Service Leave*

- (a) An employee on renewal leave who is entitled to long service leave, pursuant to relevant long service leave legislation, may, 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.

- (c) If an employee participating in the RLS takes long service leave during their first 4 years in the scheme, they can elect to:
  - take long service leave at their salary rate prescribed by sub-clause 34.3(a) of this clause; or
  - take long service leave at their appropriate salary as prescribed by clause 19 of this Agreement.
- (d) If an employee makes an election pursuant to paragraph (c) (ii) of this sub-clause, progression towards qualification of the renewal year is suspended for the period of long service leave.

### **35. Community Service Leave**

Community service leave is provided for in the NES.

### **36. Public Holidays**

36.1 Public holidays are provided for in the NES.

#### *36.2 Payment for Work on a Public Holiday*

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.

#### *36.3 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. The 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.

### **37. Paid Paternity Leave**

37.1 An employee, other than a casual 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.

37.2 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 birth (including a copy of the medical certificate indicating the expected confinement date).

37.3 The paternity leave must be taken in one period, commencing no earlier than 1 week prior to the expected date of birth 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.

37.4 An employee who terminates his or her employment following a period of paid paternity leave - without resuming their employment for a minimum of 12 weeks - may be required to forfeit his

or her entitlement to paid paternity leave. In such an event, payments already made must be refunded in full or deducted in settlement of any final pay and entitlements.

37.5 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.

### **38. Paid Maternity Leave**

38.1 An employee, other than a casual employee, who has completed a period of not less than 12 months continuous service and is eligible for parental leave, pursuant to Section 4 of the National Employment Standards, is entitled to:

- 15 weeks of paid leave, to be taken within the period commencing 6 weeks prior to the expected date of delivery and concluding 15 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 52 weeks.

38.2 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 parental leave, pursuant to Section 4, of the National Employment Standards is entitled to:

- a continuous period of up to 15 weeks paid leave, on a pro-rata basis, within the period commencing 6 weeks prior to the expected date of delivery and concluding 15 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 52 weeks.

38.3 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.

### **39. Trade Union Training Leave**

An employee covered by this Agreement who is a registered member of an employee association able to represent the interests of general staff in a Tasmanian non-government, non-Catholic school shall be entitled to one day's paid leave of absence per annum to attend training conducted or arranged by their employee association.

Payment for union training leave shall be at the employee's normal rate of pay.

The employer shall not be liable for any expenses associated with an employee's attendance at approved union training leave courses, nor shall they be liable to pay for any out of hours travelling time necessary to attend the training.

Applications for trade union training leave should be submitted to the employer at least four weeks before the date of the course. The employer is entitled to withhold approval where the date of leave is inconvenient and or will unreasonably disrupt the operation of the school.

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

#### **40.1 General Principles**

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.

#### 40.2 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.

#### 40.3 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.

#### 40.4 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 40.3(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 in regard to the confidential storage of personal information in relation to this clause.

#### 40.5 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 40.5(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.

### 41. Purchased Leave

#### 41.1 Leave Purchase Plan

- (a) An employee may elect to purchase additional leave over an agreed period through a reduction in annual salary spread over each pay period.
- (b) If purchased leave has not been used within a reasonable period of time the employer can direct the employee to take the leave. The employer will provide reasonable notice if a direction to take leave is required.
- (c) Prior to authorising the deduction necessary to purchase the additional leave requested, the employer will provide the employee with a written agreement detailing the calculations supporting the amount to be deducted from the employee's pay over the relevant leave period.

An example of this calculation is as follows:

*An employee wants to take an additional 2 weeks leave over 12 months. Once the application to accrue additional leave is approved, the employee's pay is reduced by the cost of the 2 weeks leave.*

*The cost of the 2 weeks leave is 3.85% (i.e. 52.18). This means the employee will be paid 96.15% of their normal full time salary.*

- (d) Employees who have entered into an agreement to purchase additional annual leave will be given the opportunity to review such arrangements annually, and to amend or withdraw from such arrangements.
- 41.2 An employee will not be able to take purchased leave in advance and can only request to take the amount of leave that they have accrued.
- 41.3 An employee can only take purchased leave on application and approval by the employer.
- 41.4 No leave loading under Clause 32 - Annual Leave is payable on purchased leave.
- 41.5 Any unused portion of purchased leave on termination of employment shall be paid out to the employee.
- 41.6 Purchased leave arrangements will be suspended during any period of incapacity for which the employee is entitled to compensation under the Workers Rehabilitation and Compensation Act 1988, during which time the employee reverts to normal wages/salary under this Agreement.
- 41.7 Purchased leave arrangements will be approved on an annual basis and a new arrangement will not be entered into until the employee has taken the previous year's entitlement.

## **Part 7—Other Matters**

### **42. Bargaining Representative Training**

- 42.1 Prior to Enterprise Agreement bargaining commencing an appointed Bargaining Representative can request training in relation to the Enterprise Agreement process and their role. The employer will provide up to a half day of paid training of type and nature deemed appropriate by the employer.

**Part 8—Signatures**

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

Nelson Fife Principal  
[name] 23 Commercial Road, North Hobart TAS 7000 [position]

Nelson Fife 14 March 2018  
[signature] [date]

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

AIDAN HIBBERD I.T. SUPPORT  
[name] 50a Bay Road, New Town Tas 7008 [position]

A. Hibberd 14/3/18  
[signature] [date]

## Schedule A — Classifications

### A.1 Classification Structure

A.1.1 General staff positions of employment at The Friends' School are contained in 5 streams, classified within a 9 level structure.

A.1.2 *Definitions:*

**"Work Groups"** - means groups of employees which form a permanent or semi-permanent work unit.

**"Task Groups"** - means groups of employees which form temporary work units to complete a task or range of tasks.

**"Post-Secondary Qualification"** - means a qualification below degree standard, gained at TAFE, University or College.

**"Post-Trade Qualification"** – means a qualification gained at TAFE, University or College at a level above basic trade qualification in a field related to the employee's trade qualification.

A.1.3 *Streams:*

- Administrative; and
- School Services; and
- Teaching Support; and
- Technical; and
- Instructional and Musical Services.

### A.2 Position Classifications

- (a) The placement of General Staff positions within the classification structures specified by sub-clauses A.3 and A.4 of this clause, is determined by the employer by reference to the duties and responsibilities of each role, as outlined in the relevant position description. The qualifications of particular employees – or progression thereof – will not, of itself, effect the classification of roles in which they are employed.
- (b) Where required by the employer, employees in roles at any level of the classification structure that involve responsibility for the delivery of curriculum will hold appropriate industry recognised qualifications for that role.

### A.3 Classification Definitions – Administrative, Technical, Teaching Support and School Services

For the purposes of this sub-clause:

#### ***TFS Level 1***

Basic work undertaken under specific direction and supervision.

<b>Nature of tasks</b>	Basic
<b>Level of supervision</b>	Direct
<b>Supervision of others</b>	Nil
<b>Qualifications</b>	None required

<b>Experience required</b>	Limited or nil
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### **TFS Level 2**

Routine work undertaken under direct and/or routine supervision. Choices made based on established guidelines and instructions, written or verbal. No supervisory responsibilities.

<b>Nature of tasks</b>	Routine
<b>Level of supervision</b>	Direct or routine
<b>Supervision of others</b>	Nil
<b>Qualifications</b>	May require competency certificates for light machinery or working towards gaining certificates
<b>Experience required</b>	Experience in basic tasks

### **TFS Level 3**

Routine administrative, technical, teaching support work and experienced school services work. Minimal supervisory responsibilities. May involve contact with students, including guided supervision in some positions.

<b>Nature of tasks</b>	Routine with planning
<b>Level of supervision</b>	Routine
<b>Supervision of others</b>	May supervise TFS Level 1 or 2
<b>Supervision of students</b>	Guided supervision in some positions
<b>Qualifications</b>	Requires competency certificate in appropriate discipline
<b>Experience required</b>	Broad

### **TFS Level 4**

Experienced work. Positions at this level are expected to achieve set outcomes, undertaken under general supervision. Directly responsible for the completion of tasks and may exercise some supervision of other employees. May involve contact with students, including guided supervision in some positions.

<b>Nature of tasks</b>	More complex tasks
<b>Level of supervision</b>	General
<b>Supervision of others</b>	May supervise TFS Levels 1 to 3
<b>Supervision of students</b>	Guided supervision in some positions
<b>Qualifications</b>	Trade or TAFE certificate level or a person with qualifications and/or experience deemed equivalent by the employer
<b>Experience required</b>	Broad

### **TFS Level 5**

Role involves organising the completion of tasks and small projects. Post-secondary qualification or post-trade qualification may be required. Employees at this level would be expected to exercise initiative and responsibility and have a sound knowledge of school policy and practice. May involve contact with students, including guided supervision in some positions.

<b>Nature of tasks</b>	Complex planning & organisational
<b>Level of supervision</b>	General
<b>Supervision of others</b>	May supervise task groups
<b>Supervision of students</b>	Guided supervision in some positions
<b>Qualifications</b>	Trade or TAFE certificate level or a person with qualifications and/or experience deemed equivalent by the employer
<b>Experience required</b>	Wide range of experience including supervision of staff

**TFS Level 6**

Specialist administrative, teaching support and technical work. Appropriate post-secondary qualification may be required. Employees at this level would be expected to complete complex specialist tasks, exercise initiative and responsibility and have a sound knowledge of school policy and practice. Employees at this level may be required to supervise specific tasks, small work groups or students as part of their role.

<b>Nature of tasks</b>	Responsible for small units and systems
<b>Level of supervision</b>	General
<b>Supervision of others</b>	May supervise tasks or work groups
<b>Supervision of students</b>	May independently supervise students
<b>Qualifications</b>	Diploma or degree, or a person with qualifications and/or experience deemed equivalent by the employer
<b>Experience required</b>	Wide range of relevant experience including supervision and project management

**TFS Level 7**

Specialist administrative, technical or teaching support work. Appropriate post-secondary qualification may be required. A sound knowledge of school policies and practice is required. Employees at this level would be expected to complete complex specialist tasks and/or supervise work groups, including groups of students. Employees at this level would work under limited supervision only.

<b>Nature of tasks</b>	Responsible for small units and systems, including training staff
<b>Level of supervision</b>	Limited supervision. Responsible to head of section
<b>Supervision of others</b>	May supervise work groups
<b>Supervision of students</b>	May independently supervise students
<b>Qualifications</b>	Diploma or degree, or a person with qualifications and/or experience deemed equivalent by the employer
<b>Experience required</b>	Wide range of relevant experience including supervision and project management

**TFS Level 8**

Senior specialist work. May supervise a group or groups of specialist employees in the same or other streams. Tertiary qualifications and/or relevant high level experience, and a sound knowledge of school policies and practice required. May be involved in budgeting, staff training and maintaining equipment.

<b>Nature of tasks</b>	Responsible for small units and systems. May include training staff and budgeting
<b>Level of supervision</b>	Limited supervision. Responsible to head of section
<b>Supervision of others</b>	May supervise work groups
<b>Supervision of students</b>	May independently supervise students
<b>Qualifications</b>	Degree, or a person with qualifications and/or experience deemed equivalent by the employer
<b>Experience required</b>	Wide range of relevant experience including supervision and project management

#### **TFS Level 9**

An employee at this level performs specialist or managerial work considered by the employer to be above and beyond that of an employee employed at TFS Level 8.

<b>Nature of tasks</b>	Responsible for managing large functional unit and/or a specialist professional role
<b>Level of supervision</b>	Broad autonomy. Responsible to senior management
<b>Supervision of others</b>	May supervise specialist area and other employees
<b>Supervision of students</b>	May independently supervise students
<b>Qualifications</b>	Degree or post-graduate, or a person with qualifications and/or experience deemed equivalent by the employer
<b>Experience required</b>	Wide range of relevant experience including managerial and/or experience requiring specific specialist professional skills

#### **A.4 Classification Definitions – Instrumental and Musical Services**

##### **Instructional Services Grade 1**

- Performing alongside students in a school concert or performance; the concert may or may not be recorded.
- Performing a student composition either as a soloist or in an ensemble.
- Performing for a recording of a student composition.
- Occupational equivalent: musician.

##### **Instructional Services Grade 2**

- Accompanying an instrumental or vocal student, or a group of students either in rehearsal or performance.
- Instructing small groups of students as part of a co-curricular instrumental or vocal ensemble, where the ensemble is under the direction of a member of the teaching or non-teaching staff.
- Occupational equivalent: Accompanist, Instrumental or Vocal Music Tutor.

##### **Instructional Services Grade 3**

- Instructing individual students as part of a co-curricular instrumental or vocal tuition program, including:
  - Selecting appropriate repertoire and technical work;
  - Assisting students with the preparation of repertoire for School ensembles;
  - Preparing students for curriculum-based internal assessments or external examinations as required;
  - Communicating with parents, at the initiative of the tutor or when requested by the School or parents, regarding student progress on an instrument or voice;



- Communicating with classroom music staff if / when specific students are preparing for curriculum-based internal assessments or examinations.
- Occupational equivalent: Instrumental or Vocal Music Teacher.

**Live Performance Grade 1**

- A musician who may or may not be required to accompany other artists. This classification is not considered to be an instructional services role and is specifically excluded from being covered by A.4.



## Undertaking Pursuant to Section 190 - Fair Work Act 2014

### The Friends' School (General Staff) Enterprise Agreement 2018

I, Nelson File, Principal of The Friends' School Incorporated, 23 Commercial Road, North Hobart in the State of Tasmania, hereby undertake as follows in relation to *The Friends' School (General Staff) Enterprise Agreement 2018*:

1. Clause 19.3(c) is amended to read:

(c) Casual Sessional Rates -

(i) Instructional Services

The casual sessional rates of pay set out above are for a session of 60 minutes duration. The minimum period of engagement for a casual sessional employee engaged to undertake instructional services work shall be 1 hour.

(ii) Live Performance

An employee engaged to undertake a live performance will be paid for a minimum of three hours for each engagement.

2. An employee who is engaged as a casual outdoor education employee, for more than 11 hours of work, will be paid the higher of:

- the applicable daily rate at clause 11.8(c) of the *The Friends' School (General Staff) Enterprise Agreement 2018*;

or

- the applicable hourly wage rate, casual loading and any applicable penalties and overtime in accordance with the *Educational Services (Schools) General Staff Award 2010* for each hour worked on a casual engagement.

Signature:



Name:

Nelson File

Date:

18 Oct 2018