



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Launceston Christian School (Inc.) T/A Launceston Christian School
(AG2014/10344)

LAUNCESTON CHRISTIAN SCHOOL TEACHING STAFF ENTERPRISE AGREEMENT 2014 - 2017

Tasmania

DEPUTY PRESIDENT SMITH

MELBOURNE, 20 FEBRUARY 2015

Application for approval of the Launceston Christian School Teaching Staff Enterprise Agreement 2014 - 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Launceston Christian School Teaching Staff Enterprise Agreement 2014 - 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Launceston Christian School (Inc.) T/A Launceston Christian School. The Agreement is a single enterprise agreement.

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

[3] As noted, pursuant to s.190(3), I have accepted undertakings from Launceston Christian School (Inc.) T/A Launceston Christian School. The undertakings were submitted to me in the form of a letter dated 12 February 2015. I have taken this letter as an undertaking by the applicant that all employees will have the right to the representation of their choice in relation to any disputes being dealt with under clause 29 of the Agreement.

[4] In accordance with s.191(1) of the Act the undertakings referred to in paragraph 3 above are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[5] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 February 2015. The nominal expiry date of the Agreement is 30 June 2017.


DEPUTY PRESIDENT


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ATTACHMENT A



LAUNCESTON CHRISTIAN SCHOOL
in Christ wisdom and knowledge

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12th February 2015

Deputy President Smith
Fair Work Australia
11 Exhibition St
Melbourne VIC 3000

Dear Deputy President Smith

RE AG2014/10344 Application for approval of the Launceston Christian School Teaching Staff Enterprise Agreement 2014

Revised Form F17

Attached to this response is an updated Form 17.

Dispute Resolution Clause

In negotiating our Enterprise Agreement with staff it was their request to have the Independent Education Union represent them should there be any dispute. We have therefore included the IEU as a party to this agreement in Clause 4.

Clause 9 of the LCS Teaching Staff EA allow for the parties to the agreement to be negotiated with prior to a matter being referred to the Fair Work Commission. We believe that allowing staff and the union to be represented at any dispute negotiation would provide for sufficient employee representation.

Having said that we will undertake to allow all employees to have the right to the representation of their choice for the purposes of dispute resolution

Consultation Clause

Should the consultation clause not comply with s205 of the act we are prepared to adopt the model consultation clause and have it form part of this agreement.

The above undertakings are made on behalf of the Launceston Christian School as the employer of staff covered by the Launceston Christian School Teaching Staff Enterprise Agreement 2014-2017

Yours sincerely

Graeme Smith
Business Manager

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.



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

LAUNCESTON CHRISTIAN SCHOOL

Teaching Staff Enterprise Agreement

2014 – 2017

Final

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2 Title

This Agreement shall be known as Launceston Christian School Teaching Staff Enterprise Agreement 2014 – 2017.

3 Scope

This Agreement shall apply to The Launceston Christian School in respect of the employment of teachers.

4 Parties to the Agreement

This Agreement shall be binding upon:

- i. The Launceston Christian School (Inc.),
452a West Tamar Road, Riverside, Tasmania (the "employer")
- ii. Full-time and Part-time teachers employed by the employer under the scope of the Educational Services (Teachers) Award 2010.
- iii. The Independent Education Union Australia (the "union")

5 Supersession

This Agreement incorporates and supersedes all pre-existing arrangements dealing with the matters covered by this Agreement, provided that no right, obligation or liability incurred or accrued under the pre-existing arrangements shall be affected by the supersession.

6 Date and Period of Operation

This Agreement shall come into effect from the beginning of the first full pay period commencing on or after 1 July 2014 (or the date of commencement determined by Fair Work Commission if otherwise) and shall expire on 30 June 2017.

7 Relationship to the Modernised Award and NES

For the purpose of this clause the Modernised Award means the Educational Services (Teachers) Award 2010.

In addition, the National Employment Standards or NES, as they are known, prescribe the minimum employment conditions for all employees employed in the Federal jurisdiction (as is the case for employees covered by this Agreement and the Educational Services [Teachers] Award 2010).

It is important to note:

- i. This Agreement incorporates the Educational Services (Teachers) Award 2010, as in force from time to time.
- ii. To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award this Agreement will override the award term or condition.
- iii. Where this Agreement is silent on a particular matter the relevant terms of the Award shall apply.
- iv. Where this Agreement and the Award are silent on a particular matter the relevant terms of the NES shall apply.
- v. The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

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

8 Purpose of the Agreement

The purpose of the Agreement is:

- i. To ensure the continuation of the stable industrial relations framework that exists in the School
- ii. To accept a mutual responsibility to maintain a working environment which will ensure that the employer and its employees become genuine participants in, and contributors to, achieving the School's aims and objectives and developing its philosophy.
- iii. To safeguard and improve the quality of teaching and learning by encouraging the ongoing upgrading of professional skills and knowledge. The employer and employees acknowledge that this upgrading of skills and experience can best occur when the employer and employee share responsibility for professional development. This professional development is to be achieved by undertaking both in-service and external courses and training during school time and during the teachers' time.
- iv. To enhance the education process by continually providing a Christ-centred foundation and perspective within the structure of the curriculum in harmony with the ethos of the School, defined within the Educational Purpose Statement as adopted by the employer.
- v. To acknowledge that Launceston Christian School facilitates the constructive involvement of parents in the life of the School and exists to provide learning and teaching opportunities that will support the Christian ethos of Launceston Christian School and its member families.
- vi. To acknowledge that the school is managed within the Constitution of the Launceston Christian School (Inc.) and within the Association's policy framework.
- vii. To provide a safe working environment.

9 Dispute Resolution

Any grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall be dealt with by negotiation between the parties. For the purposes of this clause a grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement shall include an active condition of employment of;

this Agreement; and/or

the Modernised Award; and/or

the National Employment Standards.

PROVIDED that where a disputed condition of employment remains unresolved following negotiation between the parties the matter may be referred to Fair Work Commission (or any subsequent Authority which replaces FWC) for resolution (including arbitration).

10 Agreement Flexibility Term

For the life of this Agreement an individual employee covered by this Agreement and the employer may agree to an individual flexibility arrangement varying the effect of the Agreement in relation to the employee and employer, in order to meet the genuine needs of the employee and employer.

Individual flexibility arrangements will be made in accordance with the model flexibility term set out in Schedule 2.2 of the Fair Work Regulations, 2009.

For the purposes of this clause Individual flexibility arrangements may be agreed in relation to matters covered by;

- i. this Agreement; or
- ii. the Modernised Award; or
- iii. both the Agreement and the Modernised Award;

PROVIDED THAT they are confined to the following matters:

- i. arrangements for when work is performed; or
- ii. allowances; or
- iii. leave loading.

PROVIDED THAT a daily ceiling of six (6) hours of timetabled classes applies to any arrangement for when work is performed.

11 Agreement Consultation Term

For the life of this Agreement the employer is required to consult the employees covered by this Agreement in relation to any major workplace changes that are likely to have a significant effect on the employees. In such circumstances employees are allowed to be represented for the purposes of that consultation.

Where consultation is required by this clause the consultation will be conducted in accordance with the model consultation term set out in Schedule 2.3 of the Fair Work Regulations, 2009.

12 Agreement Variations

Any proposal to vary this Agreement, other than in accordance with the process set out in sub-clause 14.2, shall occur in accordance with the requirements of the Fair Work Act.

13 Job Security and Financial Viability

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

14 Salary Entry Points, Progression and Attendance Days

14.1. Teacher Salaries

- i. For the life of this Agreement this sub-clause overrides sub-clauses 14(1), 14(2) and 14(3) of the Educational Services (Teachers) Award 2010.
- ii. Effective from the date of the lodgement of the Agreement, the minimum salary payable to a full time employee will be determined in accordance with clause 13 of the Educational Services (Teachers) Award 2010, and the following table:

Step	FFPP* 1 July 2014
1	54005
2	55701
3	57402
4	59096
5	62132
6	65334
7	68698
8	72243
9	75959
10	79871
11	83625
12	87204

*FFPP = First Full Pay Period after

- iii. Where applicable the monthly rate of pay will be determined by dividing the annual rate by 12. If necessary, the weekly rate of pay for an employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.

14.2. Annual Adjustments

The parties to this Agreement agree;

- i. the annual pay scale salary rates detailed in sub-clause 14.1 herein shall apply from the first full pay period commencing on or after 1 July 2014; and
- ii. the annual pay scale salary rates detailed in sub-clause 14.1 herein shall be increased by 2.00% from the first full pay period commencing on or after 1 July 2015.

Provided that, should the increase(s) applied to the Tasmanian State Service Teacher annual salary rates during 2015 total more than 2.00% the annual pay scale salary rates detailed in sub-clause 14.1 herein shall be increased by the equivalent percentage from the first full pay period commencing on or after 1 July 2015; and

- iii. that from the first full pay period commencing on or after 1 July 2016 the annual pay scale salary rates applying under this Agreement as at that date shall be increased to match the Tasmanian State Service Teacher annual salary rates in effect as at 30 June 2016.

Provided that, should the annual pay scale salary rates applying under this Agreement as at 30 June 2016 already be equal to or greater than the Tasmanian State Service Teacher annual salary rates in effect at that date no increase shall be applied to the annual pay scale salary rates which apply under this Agreement; and

- iv. that should further increases be applied to the Tasmanian State Service Teacher annual salary rates between 1 July, 2016 and 31 December, 2016 the annual pay scale salary rates applying under this Agreement shall be increased to match the Tasmanian State Service Teacher annual salary rates. Any increase required under the terms of this sub-clause iv, shall take effect from the first full pay period commencing on or after the date of the State sector increase

14.3. Entry Points and Progression

- i. For the life of this Agreement this sub-clause overrides sub-clauses 13.2(b) and 13.4 of the Educational Services (Teachers) Award 2010.
- ii. Unqualified teachers and teachers teaching on a limited authority to teach will commence on Step 1 of the salary scale in sub-clause 14.1(ii) of this Agreement and will not progress beyond Step 3.
- iii. A teacher who is recognised as two year trained will not progress beyond Step 8 of the salary scale detailed in sub-clause 14.1(ii) of this Agreement.
- iv. A teacher who is recognised as four year trained will commence on Step 5 of the salary scale detailed in sub-clause 14.1(ii) of this Agreement.
- v. A teacher who is recognised as five year trained will commence on Step 6 of the salary scale detailed in sub-clause 14.1(ii) of this Agreement.
- vi. If a teacher attains a further recognised teaching qualification, or an unqualified teacher or teacher teaching on a limited authority to teach attains a recognised teaching qualification, then their step level and progression will be adjusted according to the level of their teaching qualifications.
- vii. Effective from the date of approval of this Agreement, and subject to a teacher's satisfactory service during the previous 12 months, full time and part time teachers with an FTE of 0.50 or more will progress at the rate of one scale step in the teaching salary scale for each completed full school year of continuous service. Part time teachers with an FTE of less than 0.50 will progress one scale step in the teaching salary scale after every two completed school years of continuous service.
- viii. Where the aggregate of a part time teacher's employment over any two consecutive school years is equal to or more than 1.00 FTE they will be entitled to progress at the rate of one scale step in the teaching salary scale for each of those years, subject to;
 - a) the teachers' employment over each of the two school years has been continuous (i.e. the teacher will have completed 2 x full school years of continuous service); and
 - b) the satisfactory service of the teacher over the period.
- ix. For the purposes of this clause a full school year of continuous service is defined as a calendar year in which the teacher is continuously employed for the duration of the school year. In addition, and also for the purposes of this clause, where a part time or full time teacher proceeds on leave without pay during the course of the school year their FTE will be adjusted accordingly by application of the following formula.

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

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

The result of the calculation is the adjusted FTE figure to be used in determining the teacher's rate of progression in accordance with sub-clause 14(vii) and 14(viii) above.

14.4. Attendance Days

- i. For the life of this Agreement this sub-clause is read in conjunction with sub-clauses 19(4) and 19(5) of the Educational Services (Teachers) Award 2010, though the maximum number of attendance days are to be determined by reference to sub-clause 14.4 (ii) herein.
- ii. The parties to this Agreement have agreed that the employer will set the School Calendar for each year to be published no later than 1 July, i.e. 6 months in advance, subject to a ceiling of 200 attendance days per year.

14.5. Unforeseen Hardship

- i. It is recognised by the parties to this Agreement that the agreed salary increases place a significant and long term, financial commitment on the employer. It is further recognised that there may be unforeseen events or circumstances beyond the control of the employer which may, at some stage during the life of this Agreement, seriously impact on the employer's ability to pass on the salary increases outlined in this Agreement.
- ii. It is agreed by the parties that should the employer become aware of events or circumstances which seriously impact on their ability to pay a salary increase or increases they shall immediately contact The Independent Education Union of Australia, to arrange urgent discussions on the matter. In such circumstances the union is entitled to a full and frank assessment of the situation from the employer, including:
 - a) Events or circumstances threatening the salary increase or increases.
 - b) Full details of any relevant financial data, including any information relevant to the employer's capacity to pay.
 - c) Details of the proposed actions of the employer to address the situation.
- iii. The parties are obliged to attempt to resolve the matter in good conscience, and to seek an outcome which is both timely and does not place an excessive burden on either the employees or the employer (including minimising the impact on the operational needs of the school and students).
- iv. Where agreement can be reached the outcome is binding on both parties, and shall not constitute a breach of the Agreement.
- v. Where the matter cannot be resolved within a period of two weeks or such other period as agreed, the parties are to seek the assistance of Fair Work Commission.

15 Responsibility Allowances

When a teacher is required to perform the duties of a Leadership position for a period in excess of two weeks, that teacher will be paid the appropriate allowance for that position (if the teacher is acting as a replacement, then an amount equal to the allowance received by the teacher who is being replaced). Payment shall be made from the date that the responsibility commences.

16 Further Education

Teachers Completing Postgraduate Study in Education

Any teacher, before entering in a postgraduate study, may submit a written application to the Board, via the Principal, for financial assistance to do this study.

A written Agreement between the Board and teacher will encompass the following rationale: Financial assistance can be granted to teaching staff engaging in an accredited course in postgraduate study in the form of a loan, providing that:

- i. The course of study has been approved as directly related to the teacher's role in the school.
- ii. The course of study is equivalent to at least one year of full time study.
- iii. The full value of any loan provided by the school to the employee in relation to their approved course will be collected by the school. (Collection of course fees, etc would normally be achieved by deduction from salary until such time as an amount equal to the loan amount paid by the School has been redeemed. Repayments will commence after completion or discontinuation of the course, whichever occurs first. Deduction amounts shall be agreed between the employer and the employee, though the intention of the parties is that the repayment period will not exceed 2 years).

17 Absorption of FWC Adjustments

Provided that the salaries detailed in this Agreement do not fall below the minimum rates set by Fair Work Commission, any FWC adjustments granted during the life of this Agreement will be absorbed into the salary levels applicable under this Agreement.

18 No Further Claims

It is a condition of this Agreement that the parties will not seek any further claims with respect to salaries or conditions during the life of this Agreement.

19 Casual Employee

- i. For the life of this Agreement this sub-clause overrides sub-clauses 14(5)(a) and 14(5)(b) of the Educational Services (Teachers) Award 2010 in respect of the Step level salary and casual loading on which the payment for a casual employee's working less than 5 days is based. In all other respects (i.e. the calculation method for determining a half day and full day) the Award sub-clause shall continue to apply.
- ii. The Step level annual salary on which a casual employee's hourly payment is to be based should be determined by reference to sub-clauses 14.1 and 14.2 of this Agreement. The employee is entitled to the appropriate hourly payment plus a casual loading of 20% for each hour, or part thereof, worked on a day.

PROVIDED THAT, the minimum daily payment to which a casual employee shall be entitled is a half day, irrespective of the hours worked (if less than the equivalent of a half day).

20 Part-Time Employees

For the life of this Agreement this clause applies in lieu of sub-clause 14.4 of the Educational Services (Teachers) Award 2010.

- i. A part-time employee means a person engaged to work on a regular basis for less the 52 weeks per year and/or less hours per day or week than a full-time employee.
- ii. The minimum number of hours which a part-time employee may be engaged shall be two per day.

Provided that in exceptional circumstances the employer may, with Agreement in writing between the employer, the employee and the consultative committee, engage an employee for a lesser number of hours than the two prescribed here-in.

21 Professional Development

The parties confirm their commitment to the provision of, and access to, quality professional development for all staff. The amount and type of Professional Development is to be negotiated between the Leadership and the Board.

22 Replacement Teacher

- i. Replacement teacher means a teacher who is employed for a limited period not to exceed three (3) years duration in order to replace a teacher who is on leave, temporarily transferred or promoted.
- ii. The employer may employ a replacement teacher on either a full-time or part-time basis.
- iii. The employer will pay a replacement teacher at a rate on the salary scale detailed in this Agreement, based on the teacher's qualifications and number of years experience as a teacher.
- iv. The replacement teacher will be entitled to full sick leave, holiday leave and annual leave entitlements.
- v. Before a replacement teacher is employed, the employer shall inform that person in writing of:
 - a) The temporary nature of the employment;
 - b) the conditions of employment that are applicable under this Agreement, the Award and the NES;
 - c) the rights under this Agreement, the Award and the NES of any teacher who is being replaced.

23 Contact Time

Contact time includes timetabled teaching load and pastoral care allocations.

Contact time for a full time post primary teacher shall be a maximum of 40 hours per fortnight. A full-time teacher teaching post primary classes may be allocated a contact time above 40 hours per fortnight by negotiation between the individual staff member and the School management.

A full time primary teacher shall have a minimum of 2 clear hours per fortnight free for preparation and marking.

A First Year Teacher shall be entitled to a 10% lower contact time, for the first year of the employment at the School, than otherwise allocated to a full-time teacher, if the beginning teacher desires. A part-time First Year Teacher shall be entitled to a similar pro-rata reduction in contact time.

For the purposes of this clause, a First Year Teacher is defined as a qualified teacher, registered as a teacher by the TTRB, who is in their first year of employment as a teacher. A first year teacher does not include an unqualified teacher nor a person teaching on a Limited Authority to Teach.

24 Salary Packaging

Staff may negotiate packaging of their salary to include non-cash benefits with the Business Manager.

The employer may offer to provide, and the employee may agree in writing to accept, a remuneration package which includes:

- a) Non-cash benefits, valued by the employer according to the cost to the employer of the benefit provided, including any Fringe Benefits Tax, and
- b) A wage equal to the difference between the value of the non-cash benefits and the wage that would have otherwise applied under this Agreement.
- c) Salary sacrificing of up to 25% of school fees.

25 Superannuation

Superannuation contributions (including contributions made under Federal Superannuation Guarantee Legislation or salary sacrifice arrangements) will be made to a complying fund of the employee's choice. If an employee covered by this Agreement fails, for whatever reason, to nominate (in writing) to the employer the complying fund of their choice within 4 weeks (20 working days) of commencing employment any contribution amount shall be paid to a default fund nominated by the employer.

An employee is entitled to change funds provided they give a full month's notice of the requested change.

26 Termination of Employment and Redundancy Pay

Minimum notice provisions will be determined by reference to Part 2.2 The National Employment Standards (NES), Division 11, Subdivision A of the Fair Work Act.

Provided that where the employer implements a redundancy program the first stage shall be to indicate the redundancy target and to call for voluntary redundancy applications. If insufficient suitable applications are received to meet the redundancy target then the program may proceed to involuntary redundancies.

Redundancy target means the number of positions to be made redundant, expressed in terms of FTE, as part of the redundancy program

27 Long Service Leave

Long service leave is accrued by permanent employees at the rate of thirteen weeks for ten years continuous service, i.e. 6.5 work days for each completed year of continuous employment for full time employees.

Entitlement to long service leave is established after ten years continuous employment.

The Principal has the right to require this long service leave to be taken when due, with a minimum of 6 weeks' notice.

Payment for long service leave is to be at the salary received by the employee at the time of commencement of the period of long service leave.

After ten years continuous service, where some service has been at full time and some at part time, an employee shall be credited with a long service leave entitlement calculated in accordance with the following sample formula:-

Duration & Type of Service	Calculation	Outcome
8 years full time service	8 x 6.5	= 52 days x ordinary pay daily rate @ time of leave
2 years part time service @ 0.5FTE	$\frac{1}{2} \times 2 \times 6.5$	= 6.5 days x ordinary pay daily rate @ time of leave

The calculation of a part time employee's long service leave entitlement shall take into consideration the employee's FTE during each year of continuous employment with the School.

With the exception of the provisions stated herein, which apply in place of any corresponding provisions of the Act, all other provisions of the Long Service Leave Act 1976 shall be observed.

28 Curriculum Development

Part-time teaching staff can be requested to participate in a curriculum development exercise which may take place during leave days for which the teacher will be remunerated at an appropriate rate.

29 Workplace Health and Safety (WHS)

All employees shall take reasonable care for the WHS of themselves and that of others. Employees are required to comply with all legal requirements and the Launceston Christian School's WHS induction, policies and procedures.

30 Additional Duties and Minimum Breaks

- i. For the purpose of this clause additional duties shall include, but may not be limited to, playground duties, meeting or co-curricular activities, or similar activities undertaken during the school's recess or lunchtime periods.
- ii. For the purpose of calculating an employee's total ordinary hours of work, in accordance with Clause 19 of the Educational Services (Teachers) Award 2010, additional duties shall be counted as work time.

PROVIDED THAT additional duties shall not be counted as work time, or work, in respect of Clause 20 of the Educational Services (Teachers) Award 2010. For clarity, the school's recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

31 School Holiday Leave and Annual Leave

- i. Part time and full time employees who work a full year covered by this Agreement are entitled to 4 weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with, school holiday leave.
- ii. Provided the provisions of sub-clause 30(i) are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each calendar year during the life of this Agreement.

32 Paid Parental Leave

For the life of this Agreement this clause applies in addition to Part 2.2 The National Employment Standards (NES), Division 5 of the Fair Work Act.

32.1 Paid Parental Leave for Female Staff

- i. A permanent full time female employee covered by this Agreement who is eligible for parental leave in accordance with the terms of the Fair Work Act shall be entitled to;
 - a) leave on full pay for a period determined by the teacher's accrued paid parental leave entitlement at the time of the commencement of their period of parental leave; and
 - b) additional long service leave and/or leave without pay to bring the aggregate parental leave to a continuous leave period not exceeding 52 weeks, or up to 104 weeks where an extended period of unpaid parental leave has been granted in accordance with the Fair Work Act.

Important Note: a minimum of 4 weeks parental leave, whether paid or unpaid, must be taken within the period commencing 6 weeks prior to the expected date of delivery and concluding 6 weeks after the actual date of delivery.

- ii. A permanent part time female employee covered by this Agreement who is eligible for parental leave in accordance with the terms of the Fair Work Act shall be entitled to;
 - a) leave on full pay for a period determined by the teacher's accrued paid parental leave entitlement at the time of the commencement of their period of parental leave; and
 - b) additional long service leave and/or leave without pay to bring the aggregate leave to a continuous period not exceeding 52 weeks, or up to 104 weeks where an extended period of unpaid parental leave has been granted in accordance with the Fair Work Act.

Payment for the period of paid parental leave shall be at the FTE load that the part time teacher was undertaking immediately prior to the commencement of the parental leave.

Important Note: a minimum of 4 weeks parental leave, whether paid or unpaid, must be taken within the period commencing 6 weeks prior to the expected date of delivery and concluding 6 weeks after the actual date of delivery.

iii. Paid parental leave entitlement accrues on the following basis:

a) A teacher who has not previously taken parental leave is entitled to;

1. 2 weeks paid parental leave after the completion of one year's service, and
2. a further 2 weeks paid parental after completion of their second year of service; and
3. a further 2 weeks paid parental after completion of their third year of service;

PROVIDED THAT in each instance the teacher's service has been continuous (otherwise the date of entitlement shall be adjusted accordingly).

b) A teacher who has previously taken parental leave in the employment of the employer is entitled to;

1. 2 weeks paid parental leave after the completion of one year's service following their return to work after their previous parental leave, and
2. a further 2 weeks paid parental after the completion of a further one year of service (i.e. completion of their second year following return); and
3. a further 2 weeks paid parental after the completion of a further one year of service (i.e. completion of their third year following return);

PROVIDED THAT in each instance the teacher's service has been continuous (otherwise the date of entitlement shall be adjusted accordingly).

c) For the purposes of calculating an employee's entitlement to paid parental leave pursuant to subclause (a) an employee's continuous service will include all continuous service with the employer from the date that such employment commenced and the calculation of any subsequent paid parental leave pursuant to subclause (b) will be calculated on the period of continuous service since the previous period of parental leave.

iv. No personal leave, long service leave, or annual leave shall be accrued by an employee whilst they are on paid parental leave.

v. Payment for the period of paid leave shall be made in the pay period concluding immediately before the commencement of the parental leave.

vi. Where a teacher decides not to return to work following a period of parental leave, the teacher is required to provide the school with written notice, at least 7 weeks prior to their scheduled date of return to work.

vii. A teacher shall be required to complete a period of at least 12 months continuous service following her return to work from parental leave before being eligible for a further period of paid parental leave in accordance with the above clauses.

32.2 Paid Parental Leave for Male Staff

A permanent male employee covered by this Agreement who has completed a minimum of 12 months continuous employment with the employer and is entitled to parental leave in accordance with the terms of Part 2.2 The National Employment Standards (NES), Division 5, Sub-division A, sub-clause 70(1)(a)(i) of the Fair Work Act, shall be entitled, subject to application and approval by the employer, to 5 days paid parental leave to be taken within the period of thirty (30) days after the actual date of delivery of the child.

33 SIGNATURES

Signed for and on behalf of:

The Employer - The Common Seal of the Launceston Christian School (Inc.) was affixed in accordance with the provisions of the Constitution of the Association in the presence of the undersigned Directors.

Name	Signature	Date
GRAEME SMITH		12.12.14
Erik Hofsink		12.12.14
ANDREW GOELST		12.12.14



Signed for and on behalf of:

The teachers employed by the employer under the scope of the Educational Services (Teachers) Award 2010

Name	Signature	Date
MARILYN KING		12/12/14
Terence Lake		12/12/14
JOHN FARROW		12/12/14

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

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

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

