 Tiremahan Steiner School Foundation Inc
(AG2016/2719)

TARREMAH STEINER SCHOOL (TEACHERS) ENTERPRISE AGREEMENT 2016

Tasmania

COMMISSIONER LEE

Application for approval of the Tarremah Steiner School (Teachers) Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the Tarremah Steiner School (Teachers) Enterprise Agreement 2016 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Tarremah Steiner School Foundation Inc. The Agreement is a single enterprise agreement.

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

[3] 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.

[4] 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.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 May 2016. The nominal expiry date of the Agreement is 31 March 2019.

COMMISSIONER

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<Price code G, AE418786 PR579941>
Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.
1. TITLE
This Agreement shall be known as the Tarremah Steiner School (Teachers) Enterprise Agreement 2016.

2. ARRANGEMENT
1. Title
2. Arrangement
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4. Parties bound
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24. Paid parental leave
25. School holiday and other leave provisions
26. Long Service Leave
27. Salary sacrifice
28. Tuition Fee Discount
29. Professional development
30. Consultation
31. Performance and Conduct Management
32. Absorption of Fair Work Australia Annual Wage Review
33. No further claims
3. SCOPE
This Agreement shall apply to Tarremah Steiner School [The School] in respect of the employment of teachers.

4. PARTIES BOUND
This Agreement shall be binding upon:
   (i) Tarremah Steiner School Foundation Inc (TSSF), Nautilus Grove, Huntingfield, Tasmania, 7055 (the employer)
   (ii) Teachers employed by the employer under the scope of the Educational Services (Teachers) Award 2010 (the employees)

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 1 April 2016 (or the date of commencement determined by Fair Work Australia if otherwise) and shall expire on 31 March 2019.

7. RELATIONSHIP TO MODERNISED AWARD AND NES
For the purpose of this clause the Modernised Award means the Educational Services (Teachers) Award 2010 [The Award].
From 1 January 2010 the Modernised Award replaced the Notional Agreement Preserving a State Award (in this case the "preserved" Independent Schools (Teachers) Tasmania Award of the Tasmanian Industrial Commission).

In addition, the National Employment Standards (NES) came into effect from 1 January 2010. The NES prescribe the minimum employment conditions for all employees employed in the Federal jurisdiction [as is the case for employees covered by this Agreement and the Educational Services (Teachers) Award 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 Award shall apply.

(iv) Where this Agreement and the Award are silent on a particular matter the relevant terms of 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 to the extent of the diminution.

8. PURPOSE OF THE AGREEMENT
The purpose of the Agreement is:

(a) To maintain and improve the efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will improve the performance of the School and Steiner Education and offer secure, worthwhile and fulfilling employment for teachers.

(b) To maintain a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School.

(c) To continue to develop an environment of continuous improvement conducive to a flexible work organisation able to respond to the changing demands in education.

(d) To continue developing management systems and work practices capable of assuring all stakeholders of the quality of the School's services.

(e) To maintain the School as a provider of services to the community through the encouragement of optimum resource usage, whilst remaining aware of pressures on staff and operating costs which are recognised by both parties.

(f) To maximise the learning potential for students through quality teaching in Steiner Education.
(g) To provide a safer and better working environment.
(h) To ensure the continuation of the stable industrial relations framework that exists in the School.

9. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)
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.

An employee who is a party to the grievance or dispute may appoint a representative for the purposes of the procedures in this clause. If the grievance or dispute remains unresolved, the aggrieved party may have recourse to legal action

PROVIDED that where a disputed condition of employment remains unresolved, following negotiation between parties the matter may be referred to Fair Work Australia (or any subsequent body which replaces FWA) for resolution.
The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Fair Work Act 2009 (C'th), that it considers appropriate to ensure the settlement of the dispute.

Whilst the parties are trying to resolve the dispute:
(i) work must continue to be performed as would normally occur, and in accordance with the terms of this Agreement and the Fair Work Act 2009 (C'th), unless there is reasonable concern about imminent risk to health and safety; and
(ii) subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction given by the employer to perform other available work, that is safe and appropriate for the employee to perform.
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 shall be discussed, developed and documented using 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.

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.

For the life of this Agreement the model consultation term as set out in Schedule 2.3 of the Fair Work regulations 2009 shall apply in circumstances which meet the criteria for the terms of application (as set out in sub-clauses [1][a] and [b] of the model term.

12. AGREEMENT VARIATIONS
Any proposal to vary this Agreement, other than in accordance with the process set out in clauses 14(i) and 14(ii), shall occur in accordance with the requirements of the Fair Work Act.

13. JOB SECURITY
The parties to the Agreement are committed to job security for teachers provided that enrolments remain stable or increase.

14. SALARIES, ENTRY POINTS AND PROGRESSION

(i) Teacher Salaries

(a) For the life of this Agreement this sub-clause overrides sub-clause 14.1 of the Educational Services (Teachers) Award 2010

(b) The salaries detailed and/or determined by this sub-clause and sub-clause 14(ii) shall be paid to full-time teachers employed by the employer.

<table>
<thead>
<tr>
<th>Effective date</th>
<th>1/7/2015</th>
<th>1/7/2016</th>
<th>1/7/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2% increment</td>
<td>2% increment</td>
<td></td>
</tr>
<tr>
<td>Step 1</td>
<td>$55,107</td>
<td>$56,209</td>
<td>$57,333</td>
</tr>
<tr>
<td>Step 2</td>
<td>$56,839</td>
<td>$57,975</td>
<td>$59,135</td>
</tr>
<tr>
<td>Step 3</td>
<td>$58,575</td>
<td>$59,747</td>
<td>$60,942</td>
</tr>
<tr>
<td>Step 4</td>
<td>$60,625</td>
<td>$61,837</td>
<td>$63,074</td>
</tr>
<tr>
<td>Step 5</td>
<td>$63,404</td>
<td>$64,672</td>
<td>$65,965</td>
</tr>
<tr>
<td>Step 6</td>
<td>$66,667</td>
<td>$68,000</td>
<td>$69,360</td>
</tr>
<tr>
<td>Step 7</td>
<td>$70,100</td>
<td>$71,502</td>
<td>$72,932</td>
</tr>
<tr>
<td>Step 8</td>
<td>$73,715</td>
<td>$75,190</td>
<td>$76,693</td>
</tr>
<tr>
<td>Step 9</td>
<td>$77,536</td>
<td>$79,087</td>
<td>$80,669</td>
</tr>
<tr>
<td>Step 10</td>
<td>$81,070</td>
<td>$82,692</td>
<td>$84,346</td>
</tr>
<tr>
<td>Step 11</td>
<td>$84,836</td>
<td>$86,533</td>
<td>$88,264</td>
</tr>
<tr>
<td>Step 12</td>
<td>$87,772</td>
<td>$89,527</td>
<td>$91,318</td>
</tr>
</tbody>
</table>

*Salary figures include annual leave loading

(ii) Annual Adjustments

The parties to this Agreement agree:

(a) In the event that the percentage increase applied to Tasmanian State Teacher B1L12 annual salary scale during 2016 exceeds 2%, the representatives of the TSSF and the Bargaining Representatives of the teaching employees will meet following the announcement of that increase, to discuss any variation to the salary percentage
increase to be applied in 2016. Provided that, if the percentage increase is to be adjusted, the adjusted percentage increase is no more than 2.5%.

(b) In the event that the percentage increase applied to Tasmanian State Teacher B1L12 annual salary scale during 2017 exceeds 2%, the representatives of the TSSF and the Bargaining Representatives of the teaching employees will meet following the announcement of that increase, to discuss any variation to the salary percentage increase to be applied in 2017.

(c) Where the Agreement annual salary percentage increase is adjusted in accordance with sub-clause (a) or (b) of this clause, the percentage increase shall take effect from the commencement of the first full pay period commencing on or after 1 July of that year.

(d) Salary rates adjusted in accordance with sub-clause (a) of this clause shall remain in effect until such time as the next salary increases detailed in this Agreement takes effect.

(e) Salary rates adjusted in accordance with sub-clause (b) of this clause shall remain in effect until the Agreement is replaced or retired from, which ever applies first.

(iii) Unforeseen Hardship

(a) It is recognised by the parties to this Agreement that the agreed salary increases place a significant and long term, financial commitment on the employer. It is further recognised that there may be unforeseen events or circumstances beyond the control of the employer (e.g. sharp or steady decline in enrolments, change in funding, etc) which may, at some stage during the life of this Agreement, seriously impact on the employer's ability to pass on the salary increases outlined in this Agreement.

(b) It is agreed by the parties that should the employer become aware of events or circumstances which seriously impact on their ability to pay a salary increase or increases they shall immediately contact the parties to this Agreement and The Independent Education Union of Australia, (IEUA) to arrange urgent discussions on the matter. In such circumstances IEUA is entitled to a full and frank assessment of the situation from the employer, including:

1) Events or circumstances threatening the salary increase or increases.
2) Full details of any relevant financial data, including any information relevant to the employer's capacity to pay.

3) Details of the proposed actions of the employer to address the situation.

(c) 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).

(d) Where agreement can be reached the outcome is binding on both parties, and shall not constitute a breach of the agreement.

(e) 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 Australia. The parties may agree on the process to be utilised by Fair Work Australia, including mediation, conciliation and consent arbitration.

(iv) Entry Points and Progressions

(a) For the life of this Agreement this sub-clause overrides sub-clause 13.2(b) and 13.4 of the Educational Services (Teachers) Award 2010.

(b) Unqualified teachers and teachers teaching on a Limited Authority to Teach will commence on step 1 and will progress to a maximum of step 3 of the salary scale detailed in sub-clause 14(i) of this Agreement.

(c) A teacher who is recognised as three year trained will commence on step 3 of the salary scale detailed in sub-clause 14(i) of this Agreement.

(d) A teacher who is recognised as four year trained will commence on step 5 of the salary scale detailed in sub-clause 14(i) of this Agreement.

(e) A teacher who is recognised as five year trained will commence on step 7 of the salary scale detailed in sub-clause 14(i) of this Agreement.

(f) If a teacher attains a further recognised teaching qualification, or an unqualified teacher or teacher teaching on a Limited Authority to Teach attains a recognised qualification, then their entry point and progression will be adjusted according to the level of their teaching qualifications.
(g) Effective from the date of approval of this Agreement, full time and part time teachers with an FTE of 0.5 or more will progress at the rate of one scale step in the teaching salary scale for each completed full school year of continuous service. Part time teachers with an FTE of less than 0.50 will progress one scale step in the teaching salary scale after every two completed school years of continuous service.

(h) Where the aggregate of a part time teacher’s employment over any two consecutive school years is equal to more than 1.00 FTE they will entitled to progress at the rate of one scale step in the teaching salary scale for each of those years, subject to, the teacher having completed two (2) full school years continuous service during the period.

(i) For the purpose of this clause a ‘full school year of continuous service’ is defined as a calendar year in which the teacher is continuously employed for the duration of the school year. In addition, and also for the purpose of this clause, where a part time or full time teacher proceeds on leave without pay (Iwop) during the course of the school year their FTE will be adjusted accordingly application of the following formula.

\[
\text{Teachers existing FTE} \times \frac{(\text{actual term weeks this School year} - \text{total term weeks Iwop})}{\text{actual term weeks this School year}}
\]

The result of the calculation is the adjusted FTE figure to be used on determining the Teacher’s rate of progression in accordance with sub-clause 14 (iv) (g) and (iv) (h) above.

15. SCHOOL EXECUTIVE AND RESPONSIBILITY ALLOWANCE (SERA)

(i) For the life of this Agreement this clause applies in lieu of sub-clause 15.3 of the Educational Services (Teachers) Award 2010.

(ii) Teachers appointed by the employer to carry out positions of administration responsibility (as defined in sub-clause (iii) of this clause) where the duties and responsibilities carried out are additional to those specified in sub-clause 13.1 of the Educational Services (Teachers) Award 2010 and sub-clause 16 (ii) of this Agreement shall be paid, in addition to a teacher’s salary, a School Executive and Responsibility Allowance (SERA).

(iii) Position of administration responsibility is a position:
(a) that a teacher is appointed to by the employer to the School Executive under the process as outlined in the constitution of Tarremah Steiner School Foundation Inc.; or
(b) that a teacher is appointed to by the employer to head a faculty area under the process determined by the Selection Procedure for Responsibility Allowance outlined for the College of Teachers.

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

(iv) Where a teacher carries out both positions of administration responsibility as defined in sub-clause (iii) of this clause concurrently, the teacher shall be entitled to the SERA for each position.

(v) General conditions of employment relating to School Executive and Responsibility Allowances

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

<table>
<thead>
<tr>
<th>Responsible Position</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECC Faculty Chair</td>
<td>$2,000</td>
<td>$2,040</td>
<td>$2,080</td>
</tr>
<tr>
<td>Primary Faculty Chair</td>
<td>$2,000</td>
<td>$2,040</td>
<td>$2,080</td>
</tr>
<tr>
<td>Middle School Faculty Chair</td>
<td>$2,000</td>
<td>$2,040</td>
<td>$2,080</td>
</tr>
<tr>
<td>Upper School Faculty Chair</td>
<td>$2,000</td>
<td>$2,040</td>
<td>$2,080</td>
</tr>
<tr>
<td>Relief teacher co-ordinator</td>
<td>$2,000</td>
<td>$2,040</td>
<td>$2,080</td>
</tr>
<tr>
<td>Teacher roster (playground etc)</td>
<td>$ 250</td>
<td>$255</td>
<td>$260</td>
</tr>
</tbody>
</table>

(b) School Executive has the ability to award additional remuneration to Teachers in the event that they take on additional responsibilities.

(c) The employer shall set out the responsibilities and duties, terms and conditions in writing to the teacher before the appointment.

(d) For the purposes of calculating employee entitlements, SERAs are to be considered as part of the teacher's salary and must be taken into consideration when calculating employee leave entitlements, excluding periods of term time leave where the teacher’s duties are undertaken by a replacement teacher in accordance with sub-clause 15(v)(f); including superannuation benefits but not Annual Leave Loading which will be calculated in accordance with provisions of Part 6, sub-clause 23 of the Educational Services (Teachers) Award 2010.
(e) Where it becomes apparent that a teacher receiving a SERA will, for whatever reason, be unable or unavailable to fulfil the required duties and responsibilities of their administration position for a minimum period of fourteen (14) consecutive days (two consecutive calendar weeks) the School may appoint another teacher to temporarily carry out the duties associated with the absent teacher’s administration position under sub-clause (v) (a) to (e) of this clause.

(f) Where sub-clause (v)(d) of this clause applies the employer will ensure that the first mentioned teacher will return to their former position once they are able and available to fulfil the required duties and responsibilities of their position of administration.

(g) Where sub-clause (v)(d) of this clause applies, the SERA is not payable during the period where the absent teacher is replaced by another teacher undertaking the administration responsibility position on a temporary basis under sub-clause (v) (a) to (e) of this clause.

(h) By agreement between the employer and the employee the remuneration for undertaking the position of administration can be made up of the allowance payment or time release or the allowance payment and time release, which ever is deemed suitable by the parties. The degree of time release will be at the discretion of the College of Teachers.

(i) All teachers shall have access to a copy of the Selection Procedure for Responsibility Allowances.

(j) Positions of administration responsibility with a SERA will be reviewed annually by the College of Teachers. Teachers affected by any revision procedures must be advised within 7 days.

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

(a) Temporary SERAs shall be paid where a teacher is appointed to perform the duties and responsibilities associated with the positions described in sub-clause (iii) of this clause for another teacher for a minimum period of fourteen (14) consecutive days (two calendar weeks).
(b) The maximum duration of appointment to a temporary position of administration as described in sub-clause (iii) of this clause shall be a term agreed between the teacher and the employer provided that the agreed term does not exceed:
   (i) the balance of the replaced teacher's appointment; or
   (ii) the balance of the School year.

(c) The employer shall set out the terms, conditions and duration of a temporary SERA appointment in writing to the teacher.

(d) Temporary SERAs are not to be considered as part of the teacher's salary and must not be taken into consideration when calculating employee entitlements (including termination entitlements) except for superannuation payments required by legislation.

(e) Notwithstanding the conditions outlined in sub-clause (vi)(d) of this clause where a teacher receiving a temporary responsibility proceeds on;
   (1) a period of paid school leave; or
   (2) a paid public holiday as prescribed by the NES; or
   (3) a combination of the type of leave referred to in points 1 and 2 of this sub-clause
and that total period of leave falls within the teacher's period of temporary appointment to the position of administration responsibility then the teacher shall be entitled to receive the SERA for the period of leave.

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

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

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

(3) the employer may offer the temporary position of administration to another teacher provided that, in doing so, all the other conditions of this clause are met.

16. OVERNIGHT RESPONSIBILITY ALLOWANCE
Where a class teacher is required to organise or supervise students on overnight excursions/camps, the class teacher will be entitled to an overnight allowance of 3 hours for each night of supervision based on the class teacher’s hourly salary rate (3 x teacher’s normal hourly rate x number of nights), as time in lieu or single payment.

17. TEACHERS’ HOURS AND DUTIES
(i) For the life of this Agreement this clause applies in addition to sub-clause 13.1 of the Educational Services (Teachers) Award 2010.

(ii) A full time teacher’s duties at Tarremah Steiner School comprise:

(a) the teacher’s hours of contact time

Note: For full time primary teachers at Tarremah Steiner School, the hours of contact shall not exceed an average of 23 hours per week. For full time secondary teachers at Tarremah Steiner School, the hours of contact time shall not exceed an average of 20 hours per week.

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

(1) playground and building supervision

(2) attendance at general staff, faculty and mentor meetings; occurring both inside and outside of school hours as required.

(3) extra duties and responsibilities required as part of the delivery of the Steiner curriculum; occurring both inside and outside of School hours as required.

(iii) The duties and responsibilities undertaken as part of a teacher’s appointment to the College of Teachers as outlined in the Constitution of Tarremah Steiner School Foundation Inc., fall outside the scope of this clause.
(iv) The duties and responsibilities undertaken as part of a teacher's appointment to an administration position with a School Executive and Responsibility Allowance fall outside the scope of this clause.

18. PART TIME TEACHERS
(i) The configuration of a part time teacher's timetable may be established by mutual agreement between the School Chair and the teacher, and in general the spread of days may be as follows:

<table>
<thead>
<tr>
<th>FTE</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.4 – 0.6 FTE</td>
<td>2 - 3 days</td>
</tr>
<tr>
<td>0.6 – 0.8 FTE</td>
<td>3 - 4 days</td>
</tr>
<tr>
<td>0.8 FTE and above</td>
<td>4 – 5 days</td>
</tr>
</tbody>
</table>

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

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

19. ADDITIONAL DUTIES AND MINIMUM BREAKS
For the purpose of this clause additional duties shall include, but may not be limited to, playground duties, meeting or co-curricular activities, or similar activities undertaken during the school's recess or lunchtime periods.

For the purpose of calculating an employee's total ordinary hours of work, in accordance with Clause 19 of the Educational Services (Teachers) Award 2010, additional duties shall be counted as work time, as distinct from contact time referred to in Clause 17.

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.

20. PROBATIONARY PERIOD OF EMPLOYMENT
(i) Teachers in their first year of employment with the School, other than those engaged as relief teachers, may be required to successfully complete a period of probationary employment before being appointed to the permanent staff of the School.
Teachers other than replacement teachers

(ii) The period of probationary employment will be completed in accordance with the following requirements:

(a) In the process of appointment the teacher will be provided with a statement of the School's philosophy and ethical and professional standards.

(b) The probationary period will be of 6 months duration and will commence from the teacher's first day of face to face teaching.

(c) The teacher will participate in the mentoring and Steiner Teacher Induction programmes as outlined in the Information for Staff Handbook.

(iii) Before the completion of their probationary period the teacher shall participate in a "probationary performance appraisal" with their mentor and School Chair.

On completion of this appraisal the School shall either:

(a) appoint the teacher concerned to permanent staff of the School; or

(b) terminate the employment of the teacher.

Replacement teachers

(iv) Where a teacher is employed as a replacement teacher and:

(a) the period of appointment equals or exceeds one (1) year in duration; and

(b) it is the first time the teacher has been employed by the School, other than those engaged as relief teachers,

the replacement teacher may be required by the employer to successfully complete a period of probationary employment in accordance with the following requirements:

(a) In the process of employment the replacement teacher will be provided with a statement of the philosophy and ethical and professional expectations of the School.

(b) The probationary period will be up to six (6) months duration and will commence from the first day of face to face teaching. The exact duration of the probationary period will be specified in the replacement teacher's letter of appointment.
(c) Participation in the mentoring and Steiner Teacher Induction programmes as outlined in the Information for Staff Handbook.

(d) Meeting with the person appointed to be their mentor by the College as outlined in the teacher's letter of appointment.

21. REPLACEMENT TEACHERS

(i) Definition: Replacement teacher means a teacher who is employed for a limited period not to exceed three (3) years, in order to replace a teacher who is on leave, temporarily transferred or promoted.

(ii) For the life of this Agreement this clause applies in addition to sub-clause 10.6 of the Educational Services (Teachers) Award 2010.

(iii) The School may employ a replacement teacher on either a full or part time basis.

(iv) The School will pay a replacement teacher at a rate on the salary scale (detailed in Section 14 of this Agreement) based on the teacher's qualifications and number of years experience as a teacher.

(v) Except for clauses 22, 23 and 25 of this Agreement, the provisions of this Agreement shall apply to a replacement teacher.

(vi) Before a replacement teacher is employed, the employer shall inform that person in writing of the:

   (a) temporary nature of employment;
   (b) the conditions of employment that are applicable under this Agreement;
   (c) the conditions of employment that are applicable under the Educational Services (Teachers) Award 2010 and the NES; and
   (d) the rights under this Agreement and/or the Educational Services (Teachers) Award 2010 and/or the NES of any teacher who is being replaced.

(vii) The termination of employment of a replacement teacher shall be in accordance with;

   (a) Section 19 of this Agreement where it applies; or
   (b) Clause 11 of the Educational Services (Teachers) Award 2010 where section 19 of this Agreement does not apply.
22. TEACHERS EMPLOYED IN NON-TEACHING ROLES

Registered teachers solely or concurrently employed in a non-teaching position with the School will be engaged under the conditions of the Educational Services (Schools) General Staff Award 2010 for the duties performed for the non-teaching position.

23. RENEWAL LEAVE SCHEME (RLS)

(i) Definitions

Commencement date means the date on which an RLS agreement (as defined) commences. In normal circumstances this shall be 1 January following approval of an employee's application to participate in the RLS (as defined).

Completion date means the date on which an employee's participation in the RLS agreement (as defined) concludes. In normal circumstances this shall be the date five years from the commencement date (as defined).

Leave accrual period means the period in which a participant in the RLS (as defined) shall work before being eligible to take the renewal leave period (as defined).

Leave period means the period of leave a participant (as defined) in the RLS (as defined) is entitled to take upon completion of the leave accrual period (as defined).

Normal employment means the terms and conditions of employment a participant (as defined) would normally be afforded, and expected to observe, if they were not participating in the RLS (as defined).

Normal salary rate means the salary a participant (as defined) would normally receive pursuant to sections 14 and 15 of this Agreement, and any other conditions of employment that may apply, if they were not participating in the RLS (as defined).

Participant means an employee who has entered into an RLS agreement with the employer and has commenced participation in the RLS (as defined).
Participant salary rate means the rate at which a participant shall be paid during their participation in the renewal leave scheme. In most circumstances this shall be 80% of their normal salary (as defined).

RLS means the Renewal Leave Scheme.

RLS agreement means the Renewal Leave Scheme agreement, signed by both the School Executive and employee, which sets out the commencement date (as defined), the completion date (as defined), the accrual period (as defined), the leave period (as defined), and duration of the employee's participation in RLS (as defined). In normal circumstances an agreement shall be five (5) calendar years in duration.

(ii) Philosophy

The parties to this Agreement recognise that the quality of teaching and students' educational outcomes may be improved by teachers' experiences outside the School environment, including – further education, professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.

(iii) Application to participate

(a) A permanent employee with a minimum of 4 years continuous service may apply to participate in the RLS.

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

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

   (1) consideration of the operational requirements of the School; and

   (2) satisfaction that the person has obtained independent financial advice in respect of their participation in the RLS; and

   (3) consideration of any other matters that may be relevant.
(d) Where an employee’s application to participate in the RLS is successful they shall be notified in writing and their participation on the scheme shall commence from the following 1 January.

(e) Where an employee’s application to participate in the RLS is unsuccessful they shall be notified in writing of the decision.

(f) If an employee has taken their renewal leave and completed the RLS agreement, or has withdrawn from the RLS in accordance with either sub-clause (v)(c) 3 or sub-clause (xiv) of this clause, and again wishes to participate in the RLS, a fresh application must be made.

(iv) Participation

A participant in the RLS shall:

(a) work for the first four calendar years of the RLS agreement in order to complete the necessary leave accrual period.

(b) upon completion of the leave accrual period, take the following calendar year as the RLS agreement leave period; and

(c) be paid at the participant salary rate (i.e. 80% of normal salary) for the duration of leave accrual period (a) and leave period (b) above.

(d) Unless otherwise agreed in writing payment shall be in accordance with the normal payment of wages procedures.

(v) Suspension

(a) Where a participant’s RLS agreement proceeds on any one (or combination) of the following forms of leave during the leave accrual period:

(1) Worker’s compensation leave.
(2) Any form of leave without pay, including parental leave without pay.
(3) Long service leave taken at the participant’s normal salary rate on accordance with sub-clause (vii)(a)(2) of this clause.
(4) Any form of leave that does not qualify as continuous service,
the RLS agreement shall be suspended for the duration of the leave period. Where the employee is entitled to payment for the leave the payment shall be made in accordance with the employee’s normal salary entitlements.

(b) Where an RLS agreement is suspended in accordance with the provisions of sub-clause (v)(a) above the suspension shall cease upon the employee’s return to normal duties.

(c) Where an RLS agreement is suspended in accordance with the provisions of sub-clause (v)(a) above the employee shall, within 7 days of resumption of normal duties, indicate to the employer in writing their choice of one the following options:

(1) That the existing RLS agreement be revised and a new agreement issued detailing:
   i) The duration of suspension of the existing agreement (to the nearest week).
   ii) The participant’s decision to alter the dates of the leave accrual period so that a 4 year accrual period is completed as part of the RLS agreement. The revised dates of the leave accrual period shall be included in the new RLS agreement.
   iii) The revised dates of the leave period which shall be now taken in the first full calendar year following the completion of the leave accrual period detailed in the new RLS agreement.
   iv) Where, under the terms of the new RLS agreement, there is a period between the completion of the leave accrual and the commencement of the leave period the employee shall, subject to all other relevant requirements of the Agreement and Educational Services (Teachers) Award 2010 and the NES being satisfied, be paid at the normal salary rate for that period. The participant may nominate that the leave period dated detailed in the existing RLS agreement remain unchanged, in which case payment for the leave period shall be adjusted to reflect the reduced leave accrual period (i.e. original leave accrual period less period of suspension from the RLS agreement).

(2) The participant may terminate the RLS agreement, in which case:
i) The RLS agreement shall be terminated with effect from the date of commencement of the suspension period.

ii) The employee shall resume their normal employment arrangement from the day they resume normal duties.

iii) Subject to all other relevant requirements of the Agreement, the Educational Services (Teachers) Award 2010 and the NES being satisfied the employee shall be paid their normal salary rate from the day they resume normal duties.

iv) Where an RLS agreement has been terminated in accordance with the provisions of sub-clause (v)(c)(2) the employee shall be paid an amount equal to the salary and allowances previously set aside as payment toward the leave period.

(vi) Leave Period Payment Variations

(a) Where variations to a participant’s terms and conditions of employment take effect during the leave accrual period of an RSL agreement those variations may be taken into consideration when calculating the participant’s leave period payment.

(b) Details of how general variations shall be calculated are available from the pay section of the office.

(vii) Long Service Leave

(a) If a participant applies for and is granted permission to take long service leave during their leave accrual period, they shall choose one of the following payment methods:

(1) Long service leave period to be paid at the participant salary rate applicable at the time of the leave; or

(2) Long service leave period to be paid at the normal salary rate applicable at the time of the leave;

Provided that the period of long service leave deducted from the participant’s long service leave balance will be the same irrespective of the method of payment chosen in accordance with sub-clause (a) of this clause.
(b) If a participant chooses to be paid in accordance with sub-clause (a)(2) of this section, the leave accrual period will be suspended in accordance with the requirements of sub-clause (v) Suspension, of this clause.

(viii) Salary Increments

The salary increments detailed in clause 14 and 15 of this Agreement shall apply to a RLS participant.

(ix) Superannuation

(a) Employee superannuation contributions are to be made for the duration of the RLS agreement, based on participant salary rate at the time of contribution.

(b) It is the responsibility of the employee to obtain any personal superannuation advice, retirement benefits advice or other such advice prior to, or during, their participation in the RLS.

(x) Deductions

(a) Compulsory deductions from pay will be made in the usual manner throughout the life of the RLS agreement ("Compulsory deductions" include garnishees, court orders, etc).

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

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

Where a participant ceases to be employed by the employer during the course of an RLS agreement an amount equal to:

(a) the accrued leave and other entitlements owing to the participant at the date of termination; plus
(b) the salary and allowances set aside during the leave accrual period as payment toward the leave period; less

(c) any monies relating to (b) already paid to the participant during the leave period;

shall be paid to the participant (or the participant’s estate).

(xii) Leave Period Treated as LWOP for Leave Accrual and Progression Purposes

The leave period of an RLS agreement shall be treated as leave without pay for the calculation of employee entitlements and progression purposes.

(xiii) Leave Accrual Period Treated as Normal Employment for Leave Accrual and Progression Purposes

The leave accrual period of an RLS agreement shall be treated as normal employment for the calculation of employee entitlements and progression purposes.

(xiv) Withdrawal from RLS Agreement by Mutual Consent

With the exception of circumstances where sub-clause (v)(c)(3) applies, withdrawal from RLS agreement must be by mutual written agreement between the parties.

24. PARENTAL LEAVE
For the life of this Agreement this clause applies in addition to Division 4 of the NES.

Paid parental (maternity) leave
(i) Provided that, at the time of commencing the parental leave period, a permanent female employee covered by this Agreement who is eligible for parental leave in accordance with the terms of the NES has a minimum of one (1) year’s continuous service since the commencement of her employment shall be entitled to six (6) weeks salary for leave commenced, calculated in accordance with the employee’s FTE and salary step immediately prior to the parental leave period and which is payable in the first pay period after the commencement of the leave period. The period over which the payment is made is negotiable with the Business Manager.
In addition, the eligible teacher may access additional annual and long service leave and/or leave without pay to bring the aggregate leave to a continuous period not exceeding 156 weeks.

(ii) 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 her scheduled date of return to work.

**Paid parental (paternity) leave**

(i) A permanent full time employee covered by this Agreement who has completed a minimum of one (1) year's continuous service since the commencement of his or her employment and is the spouse or de facto partner of the person expecting a child shall be entitled to five (5) days paid parental (paternity) leave to be taken at the employee's discretion at/or around the birth of a child; being a child who is born to the employee's spouse or de facto partner.

**Paid parental (adoption) leave**

(i) Provided that, at the time of commencing the parental leave period, a permanent employee covered by this Agreement who is the primary care giver for the adopted child for the duration of the parental leave period has a minimum of one (1) years continuous service since the commencement of their employment shall be entitled to six (6) weeks salary for leave commenced, calculated in accordance with the employee's FTE and salary step immediately prior to the parental leave period and which is payable in the first pay period after the commencement of the leave period. The period over which the payment is made is negotiable with the Business Manager.

In addition, the eligible teacher may access additional annual and long service leave and/or leave without pay to bring the aggregate leave to a continuous period not exceeding 156 weeks providing that the teacher will be the primary care giver for the adopted child for the duration of the parental leave period.

(ii) 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 his or her scheduled date of return to work.

(iii) A permanent full-time employee covered by this Agreement who has completed a minimum of one (1) year's continuous with the employer and will be the secondary care giver
for the adopted child, shall be entitled to five (5) days paid parental (adoption) leave to be
taken at the time of the placement of a child with the employee for adoption.

PROVIDED THAT, in the case of sub-clause 23(v) and sub-clause 23 (vii), the child placed
for adoption must satisfy the criteria set out in Section 15 of the NES in order for the
employee to qualify for the period of paid leave.

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

25. SCHOOL HOLIDAY AND OTHER LEAVE PROVISIONS
This clause provides enterprise specific detail and supplements the NES as it deals with:

• annual leave; and
• personal 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 that the provisions of sub-clause 24(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.

(iii) Where a new teacher is employed to teach Class 1, they will accrue 20 working
days personal leave on commencement of employment.

Communicable Diseases Leave
An employee who is suffering from one of the communicable diseases below may be granted paid special leave provided the employer is satisfied on medical advice that the employee has contracted the disease through a contact at the School and the disease is evident in the School or there is a risk that the employee may spread the disease in the School:

- German measles
- Chickenpox
- Measles
- Mumps
- Whooping cough
- Scarlet fever
- Rheumatic fever
- Hepatitis
- SARS, bird flu, swine flu or
- Any other disease prescribed or notifiable contagious disease

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

**Domestic Violence Leave**

(i) An employee experiencing domestic violence may have access to 3 days per year (noncumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

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

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

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

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

1. (i) For the life of this Agreement an employee covered by this Agreement will be entitled to 9.1 weeks long service leave after the completion of seven years continuous service.
(ii) After completing seven years continuous service an employee shall accrue further long service leave at the rate of 6.5 working days for each additional year of continuous service (or pro-rata for part thereof).
(iii) An employee who has completed seven years continuous service is entitled to:
(a) Take long service leave in accordance with the provisions of this Agreement and the School’s long service leave policy.
(b) Be paid their accrued long service leave entitlement on termination of employment, provided that the termination is not due to serious and wilful misconduct.
(iv) An employee who has completed six years continuous service, but has not completed seven years continuous service, will be entitled to pro-rata long service leave based on the employee’s service and FTE at the time of termination.
(a) If the employee attains the age for retirement; or
(b) If the employee’s employment is terminated on account of illness of such a nature to justify the termination of that employment; or
(c) If the employee’s employment is terminated on account of incapacity or domestic or other pressing necessity of such a nature to justify the termination of that employment; or
(d) The termination of the employee’s employment for reasons other than serious and wilful misconduct. If termination is as the result of serious and wilful misconduct of the employee there is no entitlement to payment.

2. (i) Upon completion of seven years continuous service an employee is entitled to apply to take long service leave, provided that;
(a) applications are made in accordance with the normal leave application processes of the employer; and
(b) the duration and timing of any leave period is subject to the approval of the employer, having consideration to the reasonable needs of both the employer and employee; and
(c) the leave period to be taken should be negotiated with the School to ensure a minimum of disruption to normal School operations.

3. All other provisions are in accordance with the Long Service Leave Act 1976 and the exemption granted to the School by the Tasmanian Department of Justice (to accrue long service leave at the rate of 13 weeks for each 10 years of continuous employment).

27. SALARY SACRIFICE
The School will support salary sacrificing arrangements for superannuation and/or School laptops for all of its teaching staff to the extent that legislation allows at any time.

(i) For all requests for salary sacrificing:

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

(ii) For requests for superannuation salary sacrifice:

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

(b) Contributions by the employer to a teacher’s superannuation determined by the Superannuation Guarantee Contribution Act, as amended from time to time, will be based on the salary scale applicable to the teacher as determined by clause 14 of this Agreement.

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

28. TUITION FEE DISCOUNT

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

29. PROFESSIONAL DEVELOPMENT

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

The School will endeavour to provide Professional Development opportunities which will continue to develop the skills and expertise of teachers in Steiner education and there is an expectation that teachers will commit to annual Professional Development programs offered by the School.

30. CONSULTATION

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

![Diagram of School Structure]

31. PERFORMANCE AND CONDUCT MANAGEMENT
Tarremah Steiner School is committed to the development and implementation of a fair and equitable Performance and Conduct Management policy during the term of this Agreement.

32. ABSORPTION OF FAIR WORK AUSTRALIA ANNUAL WAGE REVIEW
Provided that salaries do not fall below those specified in the Educational Services (Teachers) Award 2010, the Fair Work Australia minimum wage order adjustments granted during the life of the Agreement will be absorbed in the salary levels applicable under this Agreement.

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

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

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

Name: [Signature]
Tarremah Steiner School Foundation Inc. (TSSF) Representative

Date: 31/3/16

For and on behalf of the teachers employed by the employer under the scope of the Educational Services (Teachers) Award 2010.

Name: [Signature]
(Nominated representative of teachers)

Date: 24/03/16
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
Schedule 2.3 Model consultation term

(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).