Application for approval of the Christian Schools Tasmania Enterprise Agreement (General Staff) 2019.

[1] An application has been made for approval of an enterprise agreement known as the Christian Schools Tasmania Enterprise Agreement (General Staff) 2019 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Christian Schools Tasmania. The Agreement is a single enterprise agreement.

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

[3] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

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

[5] The Independent Education Union of Australia (IEUA) 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 10 April 2019. The nominal expiry date of the Agreement is 31 December 2021.

COMMISSIONER

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<AE502596 PR706362>
IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6725

Applicant: Christian Schools Tasmania

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I. David Gillman, Chief Executive Officer for Christian Schools Tasmania give the following undertakings with respect to the Christian Schools Tasmania Agreement (General Staff) 2019 ("the Agreement"):

1. I have the authority given to me by Christian Schools Tasmania to provide this undertaking in relation to the application before the Fair Work Commission.

2. Clause 14(2) of the Agreement will be amended as follows:

(2) The minimum weekly wage rate payable to a full-time Employee will be determined in accordance with the table set out below, subject to the other provisions of this clause.

For the purposes of this Agreement, the term "Salary Step" is the equivalent of the terms "pay point" and "commencement level" as used in subclause 15.2 of the Award.

Minimum weekly wage rate payable
(full-time, inclusive of annual leave loading)

<table>
<thead>
<tr>
<th>Classification Level</th>
<th>Salary Step</th>
<th>Weekly Rate</th>
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<tbody>
<tr>
<td>Level 1</td>
<td>1.1</td>
<td>$805.98</td>
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<td>$1,549.18</td>
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3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

26/3/2019

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

CHRISTIAN SCHOOLS TASMANIA ENTERPRISE AGREEMENT (GENERAL STAFF) 2019

1 TITLE
This Agreement shall be known as the Christian Schools Tasmania Enterprise Agreement (General Staff) 2019.

2 ARRANGEMENT
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2 Arrangement ............................................................................................ 1
3 Scope .......................................................................................................... 2
4 Parties Bound ........................................................................................... 2
5 Supersession ............................................................................................. 2
6 Date and Operation of Agreement .......................................................... 2
7 Relationship to the Award and the NES ................................................... 2
8 Purpose of Agreement .............................................................................. 2
9 Dispute Resolution ................................................................................... 3
10 Individual Flexibility Arrangements ....................................................... 4
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31 Family and Domestic Violence Leave .................................................... 15
32 No Further Claims ................................................................................ 15
33 Signatories .............................................................................................. 15
3 SCOPE
This Agreement shall apply to Christian Schools Tasmania, 299 Macquarie Street, Hobart, in respect of the employment of General Staff.

4 PARTIES BOUND
This Agreement shall be binding upon:

(1) Christian Schools Tasmania, 299 Macquarie Street, Hobart, Tasmania (ABN 53 009 481 485) (the Employer); and

(2) Employees employed as General Staff by the Employer in accordance with a classification in the Educational Services (Schools) General Staff Award 2010.

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 OPERATION OF AGREEMENT
This Agreement shall come into effect seven days after approval from the Fair Work Commission and shall expire on 31 December 2021.

7 RELATIONSHIP TO THE AWARD AND THE NES
For the purpose of this Agreement, the Award means the Educational Services (Schools) General Staff 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 (Schools) General Staff Award 2010).

It is important to note:

(1) This Agreement operates in conjunction with the Educational Services (Schools) General Staff Award 2010, as in force from time to time.

(2) 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.

(3) Where this Agreement is silent on a particular matter the relevant terms of the Award shall apply.

(4) Where this Agreement and the Award are silent on a particular matter the relevant terms of NES shall apply.

(5) The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

Where a clause of the 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 AGREEMENT
The purpose of the Agreement is to:

(1) Confirm Biblically faithful means for thinking, talking and deciding about the employment conditions of Employees serving within Christian Schools Tasmania.
(2) Develop a mutual responsibility to create working environments where Christian Schools Tasmania and all staff are genuine participants and contributors to the organisation's mission and vision statements.

(3) Acknowledge that the schools of Christian Schools Tasmania work in partnership with parents in the key role of educating children; and that those schools exist to provide teaching and learning that expresses and supports their Christian ethos and the Christian ethos of their member families.

(4) Recognise that this education will be delivered in a manner that reflects highest quality teaching and learning in the twenty-first century.

(5) Recognise that Christian Schools Tasmania is established and maintained to give access to affordable Christian education to as wide a cross-section of the Christian community as possible.

(6) Acknowledge that employment of all staff is managed within Christian Schools Tasmania's policy framework, as well as State and Federal legislation and regulations.

(7) Maintain and improve the effectiveness, efficiency, flexibility and innovativeness of Christian Schools Tasmania and its schools through the implementation of agreed measures which increase the performance of Christian Schools Tasmania and its schools.

(8) Ensure all Employees are appreciated, valued, secure and fulfilled.

(9) Provide a safer and better working environment.

9 **DISPUTE RESOLUTION**

(1) If a dispute relates to:

(a) a matter arising under the Agreement; or

(b) the National Employment Standards;

this term sets out procedures to settle the dispute.

(2) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

(5) The Fair Work Commission may deal with the dispute in 2 stages:

(a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

   (i) arbitrate the dispute; and

   (ii) make a determination that is binding on the parties.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.
(6) While the parties are trying to resolve the dispute using the procedures in this term:

(a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

10 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

(a) the Agreement deals with 1 or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) allowances;
   (iii) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (1)(a) of this clause; and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

(2) The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

(3) The Employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the Employer and Employee; and

(c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(d) includes details of:
   (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
   (ii) how the arrangement will vary the effect of the terms; and
   (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

(4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The Employer or Employee may terminate the individual flexibility arrangement:
(a) by giving no more than 28 days written notice to the other party to the arrangement; or
(b) if the Employer and Employee agree in writing — at any time.

11 AGREEMENT 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) In this clause, 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) of this clause 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) In this clause, 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) of this clause.

12 **JOB SECURITY**

The parties to the Agreement are committed to job security for Employees with a preference for engaging Employees on a full-time and part-time basis.

In addition, the Employer will commit to sending out offers of employment for Teacher Aides by 30 November each year.

13 **FAITH BASIS OF SCHOOL**

1 Statement of Faith

(a) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that an Employee possesses and maintains a firm personal belief consistent with the Statement of Faith of the Employer, together with an active commitment to and involvement with a Christian church. Accordingly, all Employees are expected by the Employer to possess and maintain throughout the term of this Agreement a firm personal belief consistent with the Statement of Faith of the Employer, together with an active commitment to and involvement with a Christian church. At least, such an active commitment requires regular and frequent attendance at the Church's worship services.

(b) Should an Employee cease to have a firm personal belief consistent with the Statement of Faith or cease to maintain an active commitment to and involvement with an appropriate Christian church the Employee shall inform the Employer.

(c) If the situation continues after counselling and an opportunity for restoration, the Employer may terminate the Employee's employment.

2 Lifestyle and Values

The parties acknowledge that:

(a) The Employer bases its teachings and beliefs on the Bible, both the Old and New Testaments, which it regards as the inspired and inerrant Word of God.

(b) These teachings are expounded in many of the Employer’s public and internal documents, including the Statement of Faith.

(c) These documents reflect the Employer’s understanding of the lifestyle and values which all Employees regardless of their role are required (subject to the provisions of the relevant equal opportunity/antidiscrimination legislation) to respect and maintain at all times and are to be understood as source documents, defining the Employer’s doctrines, tenets, beliefs and teachings.

(d) Without limiting the Employer’s Constitution, Statement of Faith and related documents which may provide more specific information, the business of the Employer is an institution conducted in accordance with the doctrines, tenets, beliefs or teachings of the Protestant stream of the Christian Faith and the provisions of this Agreement are included in good faith to avoid injury to the essence of the adherents of the Christian Faith.

(e) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that all Employees are required to be seen to conduct themselves in the course of, or in connection with their work, in a manner consistent with these teachings and beliefs and in accordance with the Christian ethos of
the Employer, and any Employer policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students and families associated with the Employer.

(f) It is an inherent, genuine occupational requirement and essential condition of employment and continuing employment that all Employees must not act in a way that they know, or ought reasonably to know, is contrary to the faith of the Employer. Nothing in an Employee's deliberate conduct shall be incompatible with the intrinsic character of their position.

(g) Acting contrary to the lifestyle and values requirements set out in this clause is likely to cause injury to the Christian beliefs of members of the school community who adhere to the Employer's doctrine, tenets, beliefs and teachings.

(h) If an Employee acts contrary to the lifestyle and values requirements set out in this clause the matter will be dealt with in accordance with the normal school procedures in relation to conduct and performance management.

(i) If a dispute arises in connection with this clause it shall be dealt with in accordance with clause 9 of this Agreement.

14 WAGE RATES

(1) For the life of this Agreement, the wage rates in this clause prevail over those in subclause 15.1 of the Award.

(2) The minimum weekly wage rate payable to a full-time Employee will be determined in accordance with the reference table set out below, subject to the other provisions of this clause.

For the purposes of this Agreement, the term “Salary Step” is the equivalent of the terms “pay point” and “commencement level” as used in subclause 15.2 of the Award.

Minimum weekly wage rate payable – reference table
(full-time, inclusive of annual leave loading)

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(3) The salaries in clause 14(2) will be increased, as a minimum, during the term of this Agreement as follows:

- 2% increase on the first full pay period on or after 1 January 2019;
- 2% increase on the first full pay period on or after 1 January 2020; and
- 2% increase on the first full pay period on or after 1 January 2021.

(4) In addition to the minimum salary increases at clause 14(3) the Employer will provide Employees a CPI guarantee. If cumulative CPI is greater than the increases at 14(3) over the same period of time, then salaries will be increased by CPI percentage instead of the minimum. CST will use the preceding September quarter annual CPI figure for Hobart each year for the purpose of the CPI Guarantee.

(5) Progression to the next highest Salary Step within a Classification Level shall be in accordance with the progression provisions of subclause 15.2 of the Award;

EXCEPT THAT Classroom Support Services Employees will progress from the commencement level of Salary Step 1.3 through to Classification Level 2 Salary Steps 2.1, 2.2 and 2.3 by annual progression, in accordance with the progression provisions of subclause 15.2 of the Award.

(6) The Employer will provide Employees a salary bonus based on enrolment growth key performance indicators. The below formula will be used to determine if the bonus will be paid and the amount of the bonus. For the purpose of the below calculation enrolment will be measured at the annual Census date each year.

- Each CST school will have an individual school target of 5% growth in the annual enrolment from the previous Census date. If the individual school’s enrolment growth meets or exceeds the target, each Employee at the school will receive the bonus. The bonus will be 15% of the individual Employee’s standard fortnightly salary (during school weeks) that relates to work at or for that school.

- CST will have a combined schools target of 3% growth in CST’s total annual enrolment from the previous Census date. If the combined enrolment growth meets or exceeds the target, each CST Employee will receive the bonus. The bonus will be 15% of the individual Employee’s standard fortnightly salary during school weeks.

- For clarity:
  o each bonus is considered separate from the other, and both bonuses will be paid if both targets are met in respect of any Employee;
  o staff who work across schools will be paid any individual school(s) bonus in proportion to their work for or at the school(s); for staff working generally across all schools, the proportion will be equal to the proportion of enrolments at the respective school(s) that achieve the target;
  o for the purposes of eligibility for a bonus, an Employee must be engaged on a permanent or fixed-term contract in the week in which Census occurs and must not be on unpaid leave for the duration of that week and the preceding school weeks of that school term;
enrolments will be counted as:

- the FTE of enrolments eligible to be counted in the Commonwealth recurrent grant funding Census, including those subject to special circumstances applications if and when they are successful; plus
- Kinder enrolments on Census date, which will be counted at an FTE of 0.6.

15 STUDY ASSISTANCE

Christian Schools Tasmania values the ongoing learning and development of its Employees, and will support further study to improve the knowledge and skills related to each Employee's work, as provided for in this clause.

(1) Where an Employee studies to attain qualifications, at a certificate or diploma level, which are not required for the current position but are required at a higher level in the same line of work:

(a) the Employer will fund 50% of course enrolment costs; and
(b) the Employee will be entitled to paid study leave of 1 working day per semester, plus paid study leave on the day of the final exam (if any), being half a day if in the morning or a whole day if in the afternoon.

(2) Where additional qualifications are required for an Employee to continue in their current position:

(a) the Employer will fund 100% of course enrolment costs; and
(b) the Employee will be entitled to paid study leave of 1 working day per semester, plus paid study leave on the day of the final exam (if any), being half a day if in the morning or a whole day if in the afternoon.

(3) Application for such study assistance shall be made to the Employee's Principal or Manager, as appropriate, prior to incurrence of costs.

16 HIGHER QUALIFICATIONS ALLOWANCE

Where an Employee holds higher qualifications which are not required for their current position but which are relevant to their current line of work, the Employer will pay a Higher Qualifications Allowance equal to 5.47% of the Employee's hourly wage rate for that position.

Application for Higher Qualifications Allowance shall be made to the Employee's Principal or Manager, as appropriate.

17 PERSONAL CARE ALLOWANCE

Where an Employee is required to regularly undertake toileting, showering, feeding or other personal care duties with high needs students as detailed in individual education plans or similar, a Personal Care Allowance will be payable.

From the first full pay period following approval of this Agreement by the Fair Work Commission, the Employer will pay a Personal Care Allowance equal to 5.47% of the Employee's hourly wage rate for those hours of employment where personal care is a requirement.

Application for Personal Care Allowance shall be made to the Employee's Principal or Manager, as appropriate.
18 **OVERNIGHT CAMP ALLOWANCE**

Where a General Staff member attends student excursion/camp overnight in their capacity as an Employee, they will be entitled to an Overnight Camp Allowance equal to $50 per night.

19 **LONG SERVICE LEAVE**

(1) Long Service Leave will be in accordance with provisions of the *Long Service Leave Act 1976* (TAS) and the additional terms set out in this clause. To the extent that a term of this Agreement deals with or provides for a term or condition contained in the *Long Service Leave Act 1976* (TAS) this Agreement will override the Act’s term or condition.

(2) Long Service Leave will be taken by Employees in line with the requirements of the *Long Service Leave Act 1976* (TAS) and the Christian Schools Tasmania Long Service Leave Policy.

(3) An Employee will be entitled to 13 weeks long service leave after 10 years of continuous service, calculated on a pro rata full-time equivalent basis as set out in subclauses (4) to (7).

**Calculation of long service leave entitlement**

(4) At the end of each year of continuous employment, an Employee is entitled to be credited with a period of long service leave as follows:

   (a) a period of 6.5 days in each year if the Employee has been a full-time Employee for the whole of that year;

   (b) a period of days calculated in accordance with the formula prescribed in subclause 6 if the Employee has been a part-time Employee at any time during that year.

(5) If an Employee has completed a period of continuous employment of less than a year since the last time the Employee was credited with a period of long service leave, the period of long service leave to be credited to that Employee is:

   (a) if the Employee has been a full-time Employee for the whole of that completed period of continuous employment, a period of days calculated in accordance with the formula prescribed in subclause 7; and

   (b) in any other case, a period of days calculated in accordance with the formula prescribed in subclause 6.

(6) For the purposes of subclauses 4(b) and 5(b) the following formula is prescribed:

\[
E = \frac{A}{B} \times 6.5
\]

Where:

- $E$ is the number of days to which the Employee is entitled in respect of the period of continuous employment completed by that Employee; and
- $A$ is the total number of hours worked by the Employee in that period; and
- $B$ is the total number of hours that the Employee would have been required to work in a year if the Employee had been a full-time Employee in the position held by that Employee.

(7) For the purposes of subclause 5(a), the following formula is prescribed:

\[
E = \frac{A}{B} \times 6.5
\]

Where:
• E is the number of days to which the Employee is entitled in respect of the final period of continuous employment completed by that Employee; and
• A is the total number of days in that final period; and
• B is 260 days.

20 PAID PARENTAL LEAVE ALLOWANCE – PRIMARY CARER

(1) An Employee who:
• becomes eligible for parental leave in accordance with the provisions of Division 4 of the National Employment Standards; and
• takes such parental leave as the primary carer;
shall be entitled to paid parental leave allowance at the rate of:
• ten weeks – for a full-time Employee; or
• pro rata for a part-time Employee.

(2) For clarity, an Employee is required to return to work and complete a period of at least 12 months service before being eligible for a further payment of paid parental leave allowance.

21 PAID PARENTAL LEAVE – SECONDARY CARER

An Employee who, apart from not being the primary carer, would otherwise be entitled to paid parental leave allowance under clause 20 of this Agreement, shall be entitled to five days paid parental leave.

22 REDUNDANCY

Redundancy provisions are provided for in the National Employment Standards;

EXCEPT THAT the table in subclause 60(2) of the NES specifying redundancy pay is replaced with the following table:

<table>
<thead>
<tr>
<th>Employee’s period of continuous service with the Employer on termination</th>
<th>Redundancy pay period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 At least 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 At least 2 years but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>3 At least 3 years but less than 4 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>4 At least 4 years but less than 5 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>5 At least 5 years but less than 6 years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>6 At least 6 years but less than 7 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>7 At least 7 years but less than 8 years</td>
<td>16 weeks</td>
</tr>
<tr>
<td>8 At least 8 years but less than 9 years</td>
<td>18 weeks</td>
</tr>
<tr>
<td>9 At least 9 years but less than 10 years</td>
<td>20 weeks</td>
</tr>
<tr>
<td>10 At least 10 years</td>
<td>22 weeks</td>
</tr>
</tbody>
</table>

23 ANNUAL AVERAGING OF SALARY

(1) For the life of this Agreement, this clause prevails over subclause 11.2(b) of the Award.

(2) Where a part-time Employee is engaged to work on an average of less than 38 hours per week and/or for less than a school year and who has reasonably predictable hours of work, they may elect to:

(a) be paid for their hours worked during each pay cycle they are engaged to work during the calendar year; or
(b) have their wages averaged over the calendar year in accordance with the following formula:

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

Where:

A = hours the Employee is rostered to work during the weeks they are engaged to work during the calendar year, including any paid public holidays scheduled to fall on the Employee’s days rostered on, less any leave days scheduled on the school calendar to fall on the Employee’s days rostered on; and

B = hourly pro rata equivalent of four weeks annual leave; and

C = current hourly rate; and

D = remaining fortnightly pay periods in the calendar year.

(3) Where an Employee elects to have their wages calculated and paid in accordance with the provisions of this clause:

(a) the Employee must provide the Employer with written notification of their decision to have their wages averaged over the calendar year at least 14 days before the completion of the preceding calendar year; and

(b) the decision of the Employee is binding until the completion of the last pay period in the calendar year they have elected to have their wages averaged over; and

(c) for a calendar year the averaging and payment method will commence from the first pay period to commence in the year; and

(d) Employees shall be paid the average fortnightly payment for the number of pay periods in the year; and

(e) any wage increases which become due to the Employee during the course of the calendar year will take effect from the commencement of the first full pay period after the effective date of the increase; and

(f) where an Employee’s hours decrease during the course of the calendar year, the average fortnightly payment shall be recalculated to take into consideration the decrease; any overpayment arising from the decrease in hours will be repayable by the Employee; and

(g) where an Employee’s hours increase during the course of the calendar year, the Employee may elect to have the average fortnightly payment recalculated to take into consideration the increase or to have the additional hours paid as normal pay outside the provisions of this averaging clause; and

(h) where the Employee proceeds on any form of leave without pay during the course of the year the cost of that leave without pay will be calculated in accordance with the following formula:

Total hours of LWOP x Current hourly rate = Total cost of leave without pay.

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

24 PROFESSIONAL LEARNING BUDGET

The Employer shall provide for a professional learning budget each year that is no less than 2% of total annual CST staff wage costs for all Employees covered by the Educational Services (Teachers) Award 2010 and the Educational Services (Schools) General Staff Award 2010.
25 **CASUAL EMPLOYEES**

(1) The minimum wage rate paid to a casual Employee will be 1/38 of the weekly rate prescribed for the work that the Employee performs, plus a casual loading. The casual loading is in lieu of other benefits such as annual leave, leave loading, sick leave and public holidays.

(2) For the life of this Agreement, this clause clarifies the application of subclause 10.5(b) of the Award.

Where the salary level for a casual Employee is calculated from a non-casual salary exclusive of annual leave loading, the casual loading will be 25%.

Where the salary level for a casual Employee is calculated from a non-casual salary inclusive of annual leave loading, the casual loading will be 23.5%.

(3) Casual Employees will not be eligible for annual incremental step increases.

26 **PART-TIME EMPLOYEES**

(1) The minimum wage rate paid to a part-time Employee will be 1/38 of the weekly rate prescribed for the work that the Employee performs.

(2) The minimum number of hours for which a part-time Employee may be engaged is two per day.

27 **SCHOOL FEE DISCOUNTS**

An Employee who:

- is responsible for the payment of school fees relating to one or more students enrolled at a school operated by the Employer; and
- is employed on a permanent or fixed-term basis during a calendar year;

will be entitled to a reduction in school fees of 25% of school fees for which the Employee is responsible in that calendar year.

28 **COST OF REGISTRATION TO WORK WITH VULNERABLE PEOPLE**

The Employer will reimburse 100% of the registration cost for Employees obtaining or renewing their registration to work with vulnerable people in Tasmania, where a new application is made or a previous registration expires during the term of employment on a permanent or fixed-term basis.

29 **SUPERANNUATION**

Superannuation contributions (including contributions required by applicable legislation) 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 of commencing employment, any contribution amount shall be paid to a default fund nominated by the Employer. The default fund will be a complying super fund that is authorised to offer a MySuper product.

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

30 **SALARY PACKAGING**

Employees may negotiate packaging of their salary to include non-cash benefits with the Employer.

The Employer may offer to provide, and the Employee may agree in writing to accept, a remuneration package which includes:
• non-cash benefits, valued by the Employer according to the cost to the Employer of the benefit provided, including any Fringe Benefits Tax, and
• 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.

31  FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and Domestic Violence Leave will be in accordance with the applicable clause of the Award. However, the entitlement to 5 days of Family and Domestic Violence Leave will be paid rather than unpaid. Paid leave taken in accordance with this clause will be counted as service for the Employee.

32  NO FURTHER CLAIMS

The Employees covered by this Agreement undertake that for the duration of the Agreement no further claims will be made on the Employer in respect of wages or working conditions. The Employer reserves the right to make additional payments to individuals where it deems it appropriate.

33  SIGNATORIES

Sign, date, full name and address:

[Signature]

David Gillman      30/11/18

For and on behalf of Christian Schools Tasmania, 299 Macquarie Street, Hobart, Tasmania

[Signature]

29/11/18

For and on behalf of the Employees employed as General Staff by the Employer (nominated individuals)
IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6725

Applicant: Christian Schools Tasmania

Section 185 – Application for approval of a single enterprise agreement

**Undertaking - Section 190**

I, David Gillman, Chief Executive Officer for Christian Schools Tasmania give the following undertakings with respect to the Christian Schools Tasmania Agreement (General Staff) 2019 ("the Agreement"):  

1. I have the authority given to me by Christian Schools Tasmania to provide this undertaking in relation to the application before the Fair Work Commission.

2. Clause 14(2) of the Agreement will be amended as follows:

(2) The minimum weekly wage rate payable to a full-time Employee will be determined in accordance with the table set out below, subject to the other provisions of this clause.

For the purposes of this Agreement, the term “Salary Step” is the equivalent of the terms “pay point” and “commencement level” as used in subclause 15.2 of the Award.

**Minimum weekly wage rate payable**  
(full-time, inclusive of annual leave loading)

<table>
<thead>
<tr>
<th>Classification Level</th>
<th>Salary Step</th>
<th>Weekly Rate</th>
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</thead>
<tbody>
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<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
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<td></td>
<td>7.3</td>
<td>$1,468.80</td>
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</table>
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

26/3/2019

Date