



# DECISION

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

**Christian Schools Tasmania**  
(AG2016/7034)

## **CHRISTIAN SCHOOLS TASMANIA ENTERPRISE AGREEMENT (TEACHERS) 2016**

Tasmania

COMMISSIONER GREGORY

MELBOURNE, 22 DECEMBER 2016

*Application for approval of the Christian Schools Tasmania Enterprise Agreement (Teachers) 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Christian Schools Tasmania Enterprise Agreement (Teachers) 2016* (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] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The 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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 December 2016. The nominal expiry date of the Agreement is 31 December 2018.



COMMISSIONER

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## CHRISTIAN SCHOOLS TASMANIA ENTERPRISE AGREEMENT (TEACHERS) 2016

### 1 TITLE

This Agreement shall be known as the Christian Schools Tasmania Enterprise Agreement (Teachers) 2016.

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### **3** SCOPE

This Agreement shall apply to Christian Schools Tasmania, 299 Macquarie Street, Hobart, in respect of the employment of Teachers.

### **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 Teachers by the Employer in accordance with a classification in the Educational Services (Teachers) 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 2018.

### **7** RELATIONSHIP TO THE AWARD AND THE NES

For the purpose of this Agreement, the Award means the Educational Services (Teachers) Award 2010.

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

It is important to note:

- (1) This Agreement operates in conjunction with the Educational Services (Teachers) 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 the 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.

## **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 SALARIES

- (1) For the life of this Agreement, this clause prevails over subclause 14.1 of the Award.
- (2) The minimum salary per annum payable to a full-time Employee will be determined in accordance with the provisions of clause 13 of the Award (Classifications), and the following table.

**Minimum salary per annum payable (full-time)**

Level	FFPP≥* 1/07/2015**	FFPP≥* 1/1/2017***	FFPP≥* 1/1/2018***
Level 1	\$55,438	\$56,744	\$57,311
Level 2	\$58,234	\$59,606	\$60,202
Level 3	\$60,874	\$62,308	\$62,931
Level 4	\$63,517	\$65,013	\$65,663
Level 5	\$66,122	\$67,679	\$68,356
Level 6	\$68,713	\$70,331	\$71,034
Level 7	\$71,462	\$73,145	\$73,876
Level 8	\$74,225	\$75,973	\$76,733
Level 9	\$76,955	\$78,768	\$79,556
Level 10	\$79,378	\$81,247	\$82,059
Level 11	\$82,916	\$84,869	\$85,718
Level 12	\$88,300	\$90,380	\$91,284
Level 13	\$90,030	\$92,150	\$93,072

\* FFPP≥ means from the first full pay period on or after

\*\* excluding leave loading      \*\*\* including leave loading

- (3) A one-off salary payment will be made to all permanent and fixed-term Employees (excluding casuals) covered by this Agreement in the last pay period in October 2016, or in the first full pay period commencing at least seven days after approval of this Agreement by the Fair Work Commission if later.

The one-off payment for an Employee will be equivalent to 15% of that Employee's standard fortnightly pay during school weeks.

- (4) The Employer will consider further one-off payments to Employees in 2017 and 2018 if enrolments (per Australian Government census) have increased by at least 3% over the prior year.

## **15 LEADERSHIP ALLOWANCES**

For the life of this Agreement, this clause prevails over subclauses 15.3(c) to 15.3(g) of the Award.

Teachers appointed by the Employer to carry out duties / responsibilities as detailed in subclauses 15.3(a) to 15.3(b) of the Award will, in addition to their salary, be paid a leadership allowance based on the skills required and the nature of the higher responsibilities or additional duties to be undertaken.

- (1) Each level is calculated on the basis of 2% of the Step 12 of the salary scale. For example, a Level 5 allowance would be 10% of the Step 12 of the salary scale.
- (2) These allowances will only be paid while a Teacher undertakes additional responsibilities. The leadership allowance to be paid, the additional responsibilities to be undertaken, the duration of the responsibilities and the period of notice to be given if the responsibilities are to be changed or terminated shall be set out in writing before the additional responsibilities commence.
- (3) The selection of the appropriate allowance level for a particular responsibility will be determined by the procedures and criteria developed in the Employer's schools through its normal consultative processes.
- (4) The degree of time release for a particular responsibility will be left to the discretion of the Employer and will be determined by the criteria established by the Employer's consultative process.
- (5) Leadership allowances will be available to any Teacher performing an additional responsibility where the period of appointment exceeds one term.
- (6) Temporary leadership allowances will be paid on approval of the Principal where a Teacher performs the duties of another Teacher for which leadership allowance is paid, for a period of a fortnight or more (although not exceeding one term).

## **16 FACE-TO-FACE TEACHING HOURS**

The number of face-to-face teaching hours prescribed for a full-time Teacher will be:

- (1) for primary Teachers (Kinder through Year 6), 25 hours per week; and
- (2) for secondary Teachers (Year 7 through Year 12), 20 hours per week;

unless different arrangements are mutually agreed between the Employer and Teacher.

In all other respects the relevant conditions of the Award shall apply.

## **17 RELEASE TIME FOR PRIMARY TEACHERS**

Within the hours prescribed in subclause 16(1), full-time primary Teachers will be entitled to 1.5 hours per week release time from face-to-face teaching for other teaching duties. There will be an expectation that Teachers will undertake some level of collaborative work with colleagues in lieu of this time.

Part-time Teachers engaged at 0.3 FTE or greater will be entitled to pro rata release time.

## **18 LONG SERVICE LEAVE**

Whilst it is acknowledged that the Employer is bound by the provisions of the *Long Service Leave Act 1976*, an Employee will be entitled to 13 weeks long service leave after the first 10 years of continuous employment. This entitlement will determine the proportional rate for other periods mentioned in the Act.

Long service leave will be taken by Employees in line with the requirements of the *Long Service Leave Act 1976* and the Christian Schools Tasmania Long Service Leave Policy.

#### **19 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:

- four weeks – or if becoming eligible on or after 1 January 2018, six 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.

#### **20 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 19 of this Agreement, shall be entitled to two days – or if becoming eligible on or after 1 January 2018, three days – paid parental leave.

#### **21 PROFESSIONAL LEARNING BUDGET**

The Employer shall provide for an increase in the professional learning budget for Award Employees of:

- for 2017, 20% above the 2016 budget; and
- for 2018, 40% above the 2016 budget.

Award Employees are all Employees covered by the Educational Services (Teachers) Award 2010 and the Educational Services (Schools) General Staff Award 2010.

#### **22 CASUAL LOADING**

For the life of this Agreement, this clause clarifies the application of subclause 14.5(a) of the Award.

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

#### **23 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;

will be entitled to a reduction in school fees of:

- where an Employee is engaged in face-to-face teaching time on a permanent or fixed-term basis for a minimum of 70 hours in a calendar year – 10% of school fees for which the Employee is responsible in that calendar year; or
- where an Employee is engaged in face-to-face teaching time on a permanent or fixed-term basis for a minimum of 35 hours but less than 70 hours in a calendar year – 5% of school fees for which the Employee is responsible in that calendar year.

#### **24 COST OF REGISTRATION TO WORK WITH VULNERABLE PEOPLE**

The Employer will reimburse 50% of the registration cost for Employees obtaining or renewing their registration to work with vulnerable people in Tasmania.

#### **25 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.

#### **26 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.

#### **27 ADDITIONAL DUTIES AND MINIMUM BREAKS**

For the life of this Agreement, this clause prevails over clause 20 of the Award.

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 a 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 Award, additional duties shall be counted as work time.


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

**28 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 School in respect of wages or working conditions. The Employer reserves the right to make additional payments to individuals where it deems it appropriate.


**29 SIGNATORIES**

Sign, date, full name and address:

  
15/11/16  
Simon Bradley Matthews  
299 Macquarie St Hobart 7000


B.M. Bosveld.  
15/11/2016  
Brian Malcolm Bosveld  
45 Church Rd Collinsvale TAS 7012

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

15.11.16  
 Laura Ferguson

For and on behalf of the Employees employed as Teachers by the Employer (nominated representatives)

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