



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Launceston Christian School (Inc.) T/A Launceston Christian School
(AG2017/6090)

LAUNCESTON CHRISTIAN SCHOOL SUPPORT STAFF ENTERPRISE AGREEMENT 2017-2020

Tasmania

DEPUTY PRESIDENT COLMAN

MELBOURNE, 23 APRIL 2018

Application for approval of the Launceston Christian School Support Staff Enterprise Agreement 2017-2020.

[1] An application has been made for approval of an enterprise agreement known as the *Launceston Christian School Support Staff Enterprise Agreement 2017-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Launceston Christian School (Inc.) T/A Launceston Christian School. The agreement is a single enterprise agreement.

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

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

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] 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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[6] The Agreement was approved on 23 April 2018 and, in accordance with s.54, will operate from 30 April 2018. The nominal expiry date of the Agreement is 30 June 2020.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2017/6090

Applicant:
Launceston Christian School
452a West Tamar Road
Riverside
Tasmania 7250

Undertaking- section 190

I, Mr Graeme Smith, Business Manager of Launceston Christian School give the following undertakings with respect to the Launceston Christian School Support Staff Enterprise Agreement 2017 - 2020 ("the Agreement"):

1. I have the authority given to me by Launceston Christian School (the "employer") to provide this undertaking in relation to this application before the Fair Work Commission.
2. On behalf of the employer I provide an undertaking that a reconciliation will be conducted each pay cycle which ensures that employees who are entitled to a split shift payment will be better off overall under the Agreement as compared against the Award and, if any shortfall is identified, employee(s) will be paid an adjusted daily split shift rate which is 1.00% above what they would have received if they were covered by the Award.

Employer name: Launceston Christian School

Authority to sign: Mr Graeme Smith

Signature:



Staff Representatives: Mrs Katrina Barracu



Date: 17 April 2018



LAUNCESTON CHRISTIAN SCHOOL

Support Staff Enterprise Agreement

2017 – 2020

Final

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

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2 Title

This Agreement shall be known as the Launceston Christian School Support Staff Enterprise Agreement 2017-2020.

3 Scope

This agreement shall apply to The Launceston Christian School in respect of the employment of support staff.

4 Parties to the Agreement

This Agreement shall be binding upon:

- i. The Launceston Christian School (Inc.),
452a West Tamar Road, Riverside, Tasmania (the “Employer”)
- ii. All support staff employed by the Employer under the scope of the Educational Services (Schools) General Staff Award 2010.
- iii. The Independent Education Union Australia (the “union”)

5 Supersession

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

6 Date and Period of Operation

This Agreement shall come into effect from the beginning of the first full pay period commencing on or after 1 July 2017 (or the date of commencement determined by Fair Work Commission if otherwise) and shall expire on 30 June 2020.

7 Relationship to the Modernised Award and NES

For the purpose of this clause the Modernised 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:

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

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

8 Purpose of the Agreement

The purpose of this Agreement is to provide:

- i. opportunities for the Board, Management and support staff employees of the school to work together in contributing to the school’s aims, objectives and philosophy; and
- ii. a working environment that provides opportunity for employee development and fulfilment and promotes an inclusive, mutually respectful relationship between Employer and employee.

9 Wage Rates

For the life of this Agreement this clause applies in lieu of clauses 14 and 15 of the Educational Services (Schools) General Staff Award 2010.

9.1 Wage Groups & Rates

The minimum hourly wage rate payable to an employee aged 21 years and over will be determined in accordance with the table set out below, subject to the other provisions of this clause:

Wage Group	FFPP* 1 st Feb 2018	FFPP* 1 st Feb 2019	FFPP* 1 st Feb 2020
Level 1			
1.1	21.22	21.64	22.07
1.2	22.73	23.18	23.65
1.3	24.24	24.72	25.22
Level 2			
2.1	24.24	24.72	25.22
2.2	25.66	26.17	26.70
2.3	26.03	26.55	27.09
Level 3			
3.1	26.96	27.50	28.05
3.2	27.46	28.01	28.57
3.3	27.99	28.55	29.12
Level 4			
4.1	27.99	28.55	29.12
4.2	28.69	29.26	29.85
4.3	29.11	29.69	30.29
Level 5			
5.1	30.34	30.94	31.56
5.2	30.94	31.56	32.19
5.3	31.54	32.17	32.81
Level 6			
6.1	31.54	32.17	32.81
6.2	32.36	33.01	33.67
6.3	32.85	33.50	34.17
Level 7			
7.1	33.98	34.66	35.35
7.2	34.86	35.56	36.27
7.3	35.80	36.51	37.24
Level 8			
8.1	39.18	39.96	40.76
8.2	40.81	41.63	42.46
8.3	41.84	42.68	43.53

*FFPP = First Full Pay Period on or after

9.2 Wage Groups

POSITION CLASSIFICATION	CRITERIA / QUALIFICATIONS	Wage Group	
		Min Level	Max Level
School Attendant (Cleaner)	No formal qualifications or experience required	1.1	2.3
Admin I	No formal qualifications or experience required	1.1	2.3
Groundsman	No formal qualifications or experience required	2.1	2.3
Aides I	Unqualified or Certificate III (in Education Support or Equivalent)	2.1	3.3
Receptionist / Admin II	Unqualified or Certificate III (in Business Administration or Equivalent)	3.1	4.3
Accounts Officer	Unqualified or Certificate III (in Business Administration or Equivalent)	3.1	4.3
Aides II	Certificate IV or above (in Education Support or equivalent)	4.1	4.3
Debtors Officer	Qualifications or experience deemed appropriate to the nature of the work	4.1	5.3
Technician I	Qualifications or experience up to Certificate III level that is appropriate to the nature of the work.	5.1	5.3
Technician II	Certificate IV or higher, or other qualifications or experience deemed equivalent, appropriate to the nature of the work.	6.1	6.3
Registrar, Daily Planner & Events Coordinator	Certificate IV or higher, or other qualifications or experience deemed equivalent, appropriate to the nature of the work.	6.1	6.3
Payroll Officer	Certificate IV or higher, or other qualifications or experience deemed equivalent, appropriate to the nature of the work.	6.1	6.3
Property Coordinator	Certificate IV or higher, or other qualifications or experience deemed equivalent, appropriate to the nature of the work.	6.1	6.3
Senior Laboratory Technician	Diploma or higher, or other qualifications or experience deemed equivalent, appropriate to the nature of the work.	7.1	7.3
Executive Assistant	Diploma or higher, or other qualifications or experience deemed equivalent, appropriate to the nature of the work.	7.1	7.3
ICT Coordinator	Diploma or higher, or other qualifications or experience deemed equivalent, appropriate to the field of expertise.	8.1	8.3
HR & Compliance Coordinator	Diploma or higher, or other qualifications or experience deemed equivalent, appropriate to the field of expertise.	8.1	8.3

9.3 Incremental Steps

- i. Each Wage Group has three incremental 'steps' within each level.
- ii. No current employee will be paid at a lesser hourly rate than their current rate.
- iii. Progression to the next 'step' will depend upon the completion of a minimum of 12 months satisfactory service for employees whose FTE equivalent is 0.5 or above and will be effective from the first full pay period on or after 1st February in each calendar year.
- iv. Employees whose FTE equivalent is less than 0.5, may progress to the next 'step' upon a minimum completion of 24 months satisfactory service and will be effective from the first full pay period on or after 1st February in each calendar year.
- v. For the purpose of this clause, an employee who works Term time only will be considered 0.5 FTE if they work the equivalent of 20 periods per week.
- vi. Employees whose Position Classification enables them to move to a higher wage group level must apply to the Business Manager for progression. In some cases, it may be that higher qualifications must be obtained to move to the next level.
- vii. Employees may not progress past the maximum level for their Position in the table set out in sub-clause 9.2 without referral to the Board.
- viii. In cases where performance is considered to be unsatisfactory and progression is withheld, the following shall occur:
 - a) Performance counselling will be provided to the employee.
 - b) The employee will be entitled to have the decision considered through the normal grievance processes within the school.
 - c) Where the normal grievance processes within the school fail to resolve the matter, the conditions outlined in section 30 of the Agreement, Dispute Settling Procedure shall apply.

9.4 Absorption of FWC Adjustments

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

9.5 Juniors

The minimum weekly wage rate that shall be paid to junior employees shall be the undermentioned percentages of the appropriate adult weekly wage rate.

Under 18 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

9.6 Unforeseen Hardship

- i. It is recognised by the parties to this agreement that the agreed salary increases place a significant and long term, financial commitment on the Employer. It is further recognised that there may be unforeseen events or circumstances beyond the control of the Employer (e.g. a decline in enrolments of 10% per year or 20% over 3 years, significant change in funding, severe local economic or climatic conditions 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.

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

10 Superannuation

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

11 Full-Time Employees

A full-time employee is:

- i. an employee engaged to work 52 weeks per year for 38 hours per week, or an average of 38 hours per week pursuant to clause 22 – Educational Services (Schools) General Staff Award 2010.

12 Casual Employees

For the life of this Agreement this clause applies in lieu of sub-clause 10.5 of the Educational Services (Schools) General Staff Award 2010.

- i. The hourly wage rate that shall be paid to all casual employees employed under this Agreement will be as detailed in sub-clauses 9.1 and 9.2, plus 20%.
Such additional amount is in lieu of annual leave, sick leave and public holidays.
- ii. The minimum number of hours which a casual employee may be engaged shall be two per day.
- iii. Aides and Technicians employed on a casual basis will only be paid at the rate of Aide I or Technician I as detailed in sub-clauses 9.1 and 9.2, plus 20%.

13 Part-Time Employees

For the life of this Agreement this clause applies in lieu of sub-clause 10.4 of the Educational Services (Schools) General Staff Award 2010.

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

Provided that in exceptional circumstances the Employer may, with agreement in writing between the Employer and the employee, engage an employee for a lesser number of hours than the two prescribed herein.

14 Averaging of Annual Salary for Part-time Employees.

i. A part time employee (subject to this Agreement) who is engaged to work on a regular basis for less than 52 weeks per year, may elect to:

- a) Be paid for their weekly hours during the weeks they are engaged to work during the calendar year; or
- b) Have their wages averaged over a 12 month period in accordance with the following formula;
 $[(A+B) \times C] \div 26 = \text{Average fortnightly payment for the year.}$

Where:

- A = contracted hours the employee is rostered to work during the weeks they are engaged to work over a 12 month period, including any paid public holidays falling due to the employee in accordance with their roster during the weeks they are engaged to work during the year; and
- B = four weeks annual leave (pro rata); and
- C = current hourly rate.

ii. Where an employee elects to have their wages calculated and paid in accordance with the provisions of sub-sub clause 14(i)(b):

- a) the employee must provide the Employer with written notification of their decision to have their wages averaged over a 12 month period at the commencement of the current school year; and
- b) the decision of the employee is binding until the completion of the last pay in the 12 month period 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 full pay period after the commencement of the school year; and
- d) Employees shall be paid the average fortnightly payment for the 26 fortnights in the 12 month period based on their contracted hours; and
- e) Any wage increases which become due to the employee during the course of the 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 contracted hours increase or decrease during the course of the calendar year, the average fortnightly payment for the year shall be recalculated to take into consideration the increase or decrease; and
- g) Where an employee works additional hours during the course of a fortnight which is above their usual contracted hours, this will be paid to them in full in the fortnight they have worked and will not be averaged over the remainder of the year; and
- h) Where the employee proceeds on any form of leave without pay during the course of the year the cost of the leave without pay will be calculated in accordance with the following formula;

$$\text{Total hours of LWOP} \times \text{current hourly rate} = \text{Total cost of leave without pay}$$

Where leave without pay is taken, the total cost of leave without pay will be deducted in the fortnight that the leave is taken.

iii. Notwithstanding clause (ii), if an employee is appointed per sub clause (i) during the year, and provided the employee and Employer agree, salary may be averaged for the remainder of the year.

15 Paid Parental Leave

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

15.1 Paid Parental Leave for Female Staff

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

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

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

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

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

- iii. Paid parental leave entitlement accrues on the following basis:
 - a) An employee who has not previously taken parental leave is entitled to;
 - 1. 2 weeks paid parental leave after the completion of one year's service, and
 - 2. a further 2 weeks paid parental after completion of their second year of service; and
 - 3. a further 2 weeks paid parental after completion of their third year of service;PROVIDED THAT in each instance the employee's service has been continuous (otherwise the date of entitlement shall be adjusted accordingly).
 - b) An employee who has previously taken parental leave in the employment of the Employer is entitled to;
 - 1. 2 weeks paid parental leave after the completion of one year's service following their return to work after their previous parental leave, and
 - 2. a further 2 weeks paid parental after the completion of a further one year of service (i.e. completion of their second year following return); and
 - 3. a further 2 weeks paid parental after the completion of a further one year of service (i.e. completion of their third year following return);PROVIDED THAT in each instance the employee's service has been continuous (otherwise the date of entitlement shall be adjusted accordingly).

- c) For the purposes of calculating an employee's entitlement to paid parental leave pursuant to subclause (a) an employee's continuous service will include all continuous service with the Employer from the date that such employment commenced and the calculation of any subsequent paid parental leave pursuant to subclause (b) will be calculated on the period of continuous service since the previous period of parental leave.
- iv. No personal leave, long service leave, or annual leave shall be accrued by an employee whilst they are on paid parental leave.
- v. Payment for the period of paid leave shall be made in the pay period concluding immediately before the commencement of the parental leave.
- vi. Where an employee decides not to return to work following a period of parental leave, the employee is required to provide the school with written notice, at least 7 weeks prior to their scheduled date of return to work.
- vii. An employee shall be required to complete a period of at least 12 months continuous service following her return to work from parental leave before being eligible for a further period of paid parental leave in accordance with the above clauses.

15.2 Paid Parental Leave for Male Staff

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

16 Salary Packaging

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

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

- i. Non-cash benefits, valued by the Employer according to the cost to the Employer of the benefit provided, including any Fringe Benefits Tax; and
- ii. 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.

17 Termination of Employment and Redundancy Pay

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

Provided that where the Employer implements a redundancy program the first stage shall be to indicate the redundancy target, outline the reasons for the redundancy program, call for voluntary redundancy applications and notify the union that a redundancy program has been initiated and the reasons for that. If insufficient suitable applications are received to meet the redundancy target then the program may proceed to involuntary redundancies.

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

18 Long Service Leave

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

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

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

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

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

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

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

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

- i. The nature of continuous employment:
- ii. Payment in lieu of long service leave on the death of an employee:
- iii. Payment in lieu of long service leave by agreement:
- iv. Computation of ordinary pay:
- v. How and when long service leave will be taken:
- vi. Entitlement to long service leave on termination of employment:
- vii. Settlement of disputes:
- viii. Appeals

19 Professional Development

- i. Where an employee wishes to attend Professional Development they may make a request to their immediate supervisor and/or the Business Manager.
- ii. Where the school requires an employee to attend professional development the employee will attend as required and be paid.
- iii. The content, scope and duration of the development program for support staff shall be determined by the Employer.
- iv. All other professional development plans formed during the life of this agreement shall be determined by consultation between the Principal or nominee and the employee (or group of employees) concerned. Professional development plans developed in this manner shall include, where relevant details of the following;
 - (a) The aim and cost of the course:
 - (b) The party responsible for payment of course fees, course materials and any statutory charges associated with the course:

- (c) Course times, including clarification of the course attendance times for which the employee will be paid as work time (generally speaking attendance time that falls within the employee's normal working hours) and those that the employee will attend in their own time (i.e. attend without payment).
- (d) Any other matter deemed relevant by the parties.

20 School Camps

- i. Camp days will be deemed to be 8 hour days. In the event that a support staff member has accepted a request from the Employer to attend one of the school camps, staff will be paid for the deemed number of hours at their normal daily rate plus an overnight Camp Allowance equal to \$50 per night.
- ii. No meal allowance will apply on School Camps.
- iii. The Aide normally responsible for a special needs student will be expected to attend Camp with the student.

21 Annual Start/Finish date for Support Staff

Annual start/finish dates for support staff shall be determined by the Employer in consultation with staff. Notice shall be given to employees prior to the end of each calendar year.

21.1 Start of Year

- i. Aides will be required to work a minimum of three days prior to the return of students at the start of each School year. This is irrespective of the FTE of the employee to allow for staff meetings, professional development, first aid training and preparation time with teaching staff. Aides will be notified prior to the end of the previous calendar year of the schedule and hours of work during this commencement week.
- ii. Reception staff will be required to commence one week prior to the return of students at the start of each School year. This will be based on the employee's contracted working hours as per their Annual Work Schedule. If required Professional Development training falls on a day that a Reception staff employee does not normally work, they will be required to attend this training and paid at their normal hourly rate in accordance with clause 19.
- iii. All other support staff will be required to commence one week prior to the return of students at the start of the School year, unless otherwise agreed with the Business Manager.

21.2 Student Free Days

- i. A teaching staff professional development program is conducted on student free days throughout the year. Support staff will be required to attend School during these days. If support staff are unable to work on student free days, they may request to have Leave Without Pay. This would not ordinarily be granted during commencement week at the start of the School year.
- ii. Reception staff will be required to work a minimum of one student free day throughout the School year.

21.3 End of Year

- i. Aides will be required to work from 9:00 am to 1:00 pm on the day after students have finished for the School year.
- ii. Reception staff will be required to work on the day after students have finished for the School year. This is irrespective of FTE and normal scheduled working days. Start and finish times may be negotiated with the Business Manager.
- iii. All other support staff will be required to work the week after students have finished for the School year, unless otherwise agreed with the Business Manager.

22 Hours Of Work

- i. Hours of work for support staff shall be determined by the Employer within the ordinary hours of work specified in the Educational Services (Schools) General Staff Award clause 22.
- ii. Employees may request to work a split shift by negotiation with the Business Manager. No penalty rate will be paid by the Employer for split shifts.
- iii. Contact time for Teacher Aides:
 - a) An Aide working in Kinder shall have a minimum of 30 minutes per day for personal and classroom preparation as directed by the Kinder teacher. This will generally be taken between 8:15AM – 8:30AM and 3:30PM-3:45PM. Where a Kinder Aide works less than a full school day, the 30 minutes will be allocated on a pro-rata basis for each day worked; and
 - b) All other Aides shall have a minimum of 45 minutes per day for preparation, consultation with teachers or assisting with the daily PE program (when necessary). This will generally be taken between 8:30AM – 9:00AM and 3:15PM-3:30PM. Where an Aide works less than a full school day, the 45 minutes will be allocated on a pro-rata basis for each day worked.

23 Staff Meetings

In the event that support staff are required to attend staff meetings after normal hours, they will be entitled to claim payment for the duration of the meeting. Heads of School or Business Manager will authorise payment.

The minimum number of hours which an employee may be paid for being called back for meetings shall be two per day.

24 Business Related Expenses and Travel

The Employer will reimburse employees for authorised out of pocket and other business related expenses. Employees must comply with the Employer's expense policy as may be applicable from time to time.

A travel allowance of 50c per km up to a maximum of 400km per week will be paid if an employee is required to use their own vehicle for School business.

25 Annual Leave

For the life of this Agreement this clause applies in lieu of sub-clause 28.3 (b) of the Educational Services (Schools) General Staff Award 2010.

Full time employees are entitled to 4 weeks annual leave per annum after 12 months continuous service.

Part time employees are entitled to pro-rata 4 weeks annual leave per annum and may elect to have their annual leave averaged over the June and September holidays.

Annual leave loading will be calculated in accordance with the relevant provisions of the Educational Services (Schools) General Staff Award 2010 and shall be paid in the last full pay period of each calendar year.

26 New Employees

As part of the recruitment process a prospective employee must be provided with;

- i. a letter of offer; and
- ii. a document summarising the terms and conditions of employment (annual work schedule).

These documents and information are to be provided to the prospective employee at the time the written offer of employment is made by the Employer.

In addition a copy of this collective agreement and the Award shall be made available for the purpose of employee reference.

All new employees will be required to attend the New Staff Induction day at the start of each year. The date will be provided to all new employees by the end of the previous calendar year.

27 Staff Appraisals

Support staff may request, or be requested by the Employer, to participate in a system of performance appraisals.

The process for such appraisals will be subject to the School Policy in force at the time of appraisal.

28 Public Holidays

Employees are entitled to the following holidays with pay:

They are: New Year's Day; Australia Day; Labour Day; Good Friday; Easter Monday; Anzac Day; Queen's Birthday; Launceston Show Day; Recreation Day; Christmas Day; Boxing Day. Easter Tuesday and Launceston Cup Day will be excluded.

Payment for the holidays mentioned which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, the employee had been at work.

If a Public Holiday falls on a day that an employee would not normally work, then no payment is due.

Where a public holiday is worked at the Employer's request overtime shall be paid according to the Educational Services (Schools) General Staff Award clause 27 or time in lieu.

29 Workplace Health and Safety (WHS)

All employees shall take reasonable care for their own health and safety and that of others. Employees are required to comply with all legal requirements and the Employer's WHS induction, policies and procedures.

Specific terms of reference can be found in Clause 28 of the Work Health and Safety Act 2012 (Tasmania).

30 No Further Claims

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

31 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.

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

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

- (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.

32 Agreement Flexibility Term

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

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

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

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

PROVIDED THAT they are confined to the following matters:

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

33 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) For a major change referred to in paragraph (1)(a):
 - (a) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (5) As soon as practicable after making its decision, the Employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the Employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1)

34 Agreement Variations

Any proposal to vary this Agreement, other than in accordance with the process set out in sub-clause 9.3, shall occur in accordance with the requirements of the Fair Work Act.

35 Due Process

Where the Employer is dissatisfied with the performance/conduct of an employee, the employee shall be entitled to procedural fairness and the Employer shall comply with standards and processes prescribed by federal legislation.

36 Signatories to the Agreement

Signed for and on behalf of:

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

Name	Signature	Date
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GRAEME SMITH



7-12-17

ADRIAN BOSHER



ANITA VOS

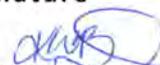



Signed for and on behalf of:

The support staff employed by the Employer under the scope of the Educational Services (Schools) General Staff Award 2010

Name	Signature	Date
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Katrina Barracu



7.12.2017

ASONIA RICE



7.12.2017

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2017/6090

Applicant:

Launceston Christian School
452a West Tamar Road
Riverside
Tasmania 7250

Undertaking- section 190

I, Mr Graeme Smith, Business Manager of Launceston Christian School give the following undertakings with respect to the Launceston Christian School Support Staff Enterprise Agreement 2017 - 2020 ("the Agreement"):

1. I have the authority given to me by Launceston Christian School (the "employer") to provide this undertaking in relation to this application before the Fair Work Commission.
2. On behalf of the employer I provide an undertaking that a reconciliation will be conducted each pay cycle which ensures that employees who are entitled to a split shift payment will be better off overall under the Agreement as compared against the Award and, if any shortfall is identified, employee(s) will be paid an adjusted daily split shift rate which is 1.00% above what they would have received if they were covered by the Award.

Employer name: Launceston Christian School

Authority to sign: Mr Graeme Smith

Signature:



Staff Representatives: Mrs Katrina Barracu



Date: 17 April 2018

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) 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 (a); 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.