



# DECISION

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

**Christian Schools Tasmania**  
(AG2021/9289)

## **CHRISTIAN SCHOOLS TASMANIA ENTERPRISE AGREEMENT GENERAL STAFF 2022**

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 15 FEBRUARY 2022

*Application for approval of the Christian Schools Tasmania Enterprise Agreement General Staff 2022.*

[1] An application has been made for approval of an enterprise agreement known as the *Christian Schools Tasmania Enterprise Agreement General Staff 2022* (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. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, 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] 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 February 2022. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

**AG2021/9289 - Christian Schools Tasmania Enterprise Agreement General Staff 2022**

**Applicant:**

Christian Schools Tasmania

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, David Gillman, CEO of Christian Schools Tasmania give the following undertaking with respect to the *Christian Schools Tasmania Enterprise Agreement General Staff 2022* ("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 7 will be as follows:

**7. Relationship to the Award and the NES**

For the purpose of this Agreement, the Award means the *Educational Services (Schools) General Staff Award 2020*.

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 2020*).

It is important to note:

- (a) This Agreement incorporates the *Educational Services (Schools) General Staff Award 2020*, as in force from time to time.
- (b) 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.
- (c) Where this Agreement is silent on a particular matter the relevant terms of the Award shall apply.
- (d) Where this Agreement and the Award are silent on a particular matter the relevant terms of NES shall apply.
- (e) The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

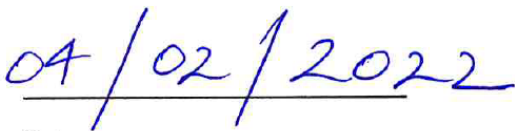
Where a clause of the Award is varied or is not to apply this will be detailed at the commencement of the relevant clause. Where there is an unintentional diminution of a relevant

provision of the NES by a provision of this Agreement the NES provision shall apply to the extent of the diminution.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**



**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.**

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## **APPLICATION AND OPERATION**

### **2. Title**

This Agreement shall be known as the Christian Schools Tasmania Enterprise Agreement General Staff 2022.

### **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:

- (a) Christian Schools Tasmania, 299 Macquarie Street, Hobart, Tasmania (ABN 53 009 481 485) (the Employer); and
- (b) Employees employed as General Staff by the Employer in accordance with a classification in the *Educational Services (Schools) General Staff Award 2020*.

### **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 2025.

### **7. Relationship to the Award and the NES**

For the purpose of this Agreement, the Award means the *Educational Services (Schools) General Staff Award 2020*.

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 2020*).

It is important to note:

- (a) This Agreement operates in conjunction with the *Educational Services (Schools) General Staff Award 2020*, as in force from time to time.
- (b) 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.
- (c) Where this Agreement is silent on a particular matter the relevant terms of the Award shall apply.



- (d) Where this Agreement and the Award are silent on a particular matter the relevant terms of NES shall apply.
- (e) 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. Dispute Resolution**

8.1 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.

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

8.3 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.

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

8.5 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.

8.6 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.

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

## **9. Individual Flexibility Arrangements**

9.1 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 (a) of this clause; and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

9.2 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.

9.3 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.

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

9.5 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.

## **10. Agreement Consultation Term**

10.1 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**

- 10.2 In this clause, for a major change referred to in subclause 10.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (b) subclauses 10.3 to 10.9 apply.
- 10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 10.4 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.
- 10.5 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.
- 10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8 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 subclauses 10.2(a), 10.3 and 10.5 are taken not to apply.
- 10.9 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***

- 10.10 In this clause, for a change referred to in subclause 10.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) subclauses 10.11 to 10.15 apply.
- 10.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 10.12 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.
- 10.13 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).
- 10.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 10.16 In this term:
- relevant Employees*** means the Employees who may be affected by a change referred to in subclause 10.1.

**11. Job Security**

- 11.1 The parties to the Agreement are committed to job security for Employees with a preference for engaging Employees on an ongoing basis.

**PURPOSE AND FAITH BASIS**

**12. Purpose of Agreement**

The purpose of the Agreement is to:

- (a) Recognise that Christian Schools Tasmania is established for charitable religious and education purposes, conducted in accordance with the beliefs of the Christian religion and as set out in Christian Schools Tasmania’s Statement of Faith.
- (b) Confirm Biblically faithful means for thinking, talking and deciding about the employment conditions of Employees serving within Christian Schools Tasmania.

- (c) 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.
- (d) 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.
- (e) Recognise that this education will be delivered in a manner that reflects highest quality teaching and learning in the twenty-first century.
- (f) 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.
- (g) Acknowledge that employment of all staff is managed within Christian Schools Tasmania's policy framework, as well as State and Federal legislation and regulations.
- (h) 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.
- (i) Ensure all Employees are appreciated, valued, secure and fulfilled.
- (j) Provide a safer and better working environment.

### **13. Faith Basis**

#### **13.1 Application**

For the life of this Agreement, the Employer and the Employees who are covered by this Agreement shall be bound by and observe the requirements set out in subclauses 13.2 and 13.3 herein.

#### **13.2 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 holding a doctrinal position consistent with the Statement of Faith. 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 holding a doctrinal position consistent with the Statement of Faith. 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.

#### **13.3 Lifestyle and Values**

The Employer and Employees 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 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 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 this Agreement clause 8.

**WAGES AND RELATED CONDITIONS**

**14. Wage Rates**

- 14.1 For the life of this Agreement, the wage rates in this clause prevail over those in the Award subclause 17.1.
- 14.2 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, from the first full pay period commencing in the year indicated.

For the purposes of this Agreement, the term “Salary Step” is the equivalent of the terms “pay point” and “commencement level” as used in the Award subclause 17.2.

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

<b>Classification Level</b>	<b>Salary Step</b>	<b>Effective 1 January 2022</b>	<b>Effective 1 January 2023</b>	<b>Effective 1 January 2024</b>	<b>Effective 1 January 2025</b>
Level 1	1.1	\$895.30	\$941.62	\$989.49	\$1,038.92
	1.2	\$917.90	\$963.75	\$1,011.02	\$1,059.70

Classification Level	Salary Step	Effective 1 January 2022	Effective 1 January 2023	Effective 1 January 2024	Effective 1 January 2025
	1.3	\$941.08	\$986.39	\$1,033.01	\$1,080.89
Level 2	2.1	\$964.84	\$1,009.57	\$1,055.47	\$1,102.51
	2.2	\$989.20	\$1,033.30	\$1,078.43	\$1,124.56
	2.3	\$1,014.18	\$1,057.58	\$1,101.89	\$1,147.05
Level 3	3.1	\$1,046.29	\$1,095.08	\$1,144.17	\$1,193.39
	3.2	\$1,072.71	\$1,120.81	\$1,169.05	\$1,217.26
	3.3	\$1,099.80	\$1,147.15	\$1,194.48	\$1,241.61
Level 4	4.1	\$1,127.57	\$1,174.11	\$1,220.46	\$1,266.44
	4.2	\$1,156.04	\$1,201.70	\$1,247.01	\$1,291.77
	4.3	\$1,185.23	\$1,229.94	\$1,274.13	\$1,317.60
Level 5	5.1	\$1,293.32	\$1,318.71	\$1,344.54	\$1,370.83
	5.2	\$1,329.21	\$1,356.29	\$1,383.87	\$1,411.96
	5.3	\$1,366.09	\$1,394.94	\$1,424.35	\$1,454.32
Level 6	6.1	\$1,404.00	\$1,434.70	\$1,466.01	\$1,497.95
	6.2	\$1,442.96	\$1,475.59	\$1,508.89	\$1,542.88
	6.3	\$1,483.01	\$1,517.64	\$1,553.03	\$1,589.17
Level 7	7.1	\$1,524.16	\$1,560.90	\$1,598.45	\$1,636.85
	7.2	\$1,566.45	\$1,605.38	\$1,645.21	\$1,685.95
	7.3	\$1,609.92	\$1,651.14	\$1,693.33	\$1,736.53
Level 8	8.1	\$1,654.60	\$1,698.19	\$1,742.86	\$1,788.63
	8.2	\$1,700.51	\$1,746.59	\$1,793.84	\$1,842.28
	8.3	\$1,747.70	\$1,796.37	\$1,846.31	\$1,897.55

14.3 Progression to the next highest Salary Step within a Classification Level shall be in accordance with the progression provisions of the Award subclause 17.2, subject to the provisions of this Agreement clause 15.

14.4 For any year, until the expiry date of this Agreement indicated in clause 6, the wage rates in this Agreement subclause 14.2 will be adjusted up by the same percentage calculated in the Christian Schools Tasmania Enterprise Agreement Teaching Staff 2022 subclause 14.5 (if any)\*.

## 15. Classification Progression – Classroom Support Services Employees Grade 1 and 2

Classroom Support Services Employees Grade 1 and 2 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 the Award subclause 17.2.

## 16. Annual Averaging of Salary

16.1 For the life of this Agreement, this clause prevails over the Award subclause 12.2(b).

\* Explanatory Note – extract from *Christian Schools Tasmania Enterprise Agreement Teaching Staff 2022*:

14.4 For any year, until the expiry date of this Agreement indicated in clause 6, the salary levels in this Agreement subclause 14.2 will be adjusted up if:

(a) the Level 13 salary in this Agreement subclause 14.2 is less than 97% of:

(b) the annual salary rate of a Tasmanian Department of Education Band 1 Level 13 Teacher (inclusive of recreation leave allowance) for the first full pay period commencing on or after 1 January in the respective year.

14.5 Any adjustment (increase) to the salary levels in any year per this Agreement subclause 14.4 will be equivalent to the percentage that

(a) 97% of the salary referred to in this Agreement at subclause 14.4(b) is higher than

(b) the salary referred to in this Agreement subclause 14.4(a).

- 16.2 In this clause, **calendar year** means the 12 month period from 1 February to 31 January the following year, and refers to the period over which salary is averaged, subject to the transitional provisions of subclause 16.3.
- 16.3 Where an Employee has previously been averaging their salary over a period with an end date different from that referred to in subclause 16.2 (such as 31 December), the Employer will allow the Employee to adjust their averaging period by 1 additional pay period per year, until the calendar year averaging period set out in subclause 16.2 is achieved.
- 16.4 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:  
$$[(A + B) \times C] \div D = \text{Average fortnightly payment for the year.}$$

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.
- 16.5 Where an Employee elects to have their wages calculated and paid in accordance with the provisions of this clause:
- (a) for salary to be averaged over the full calendar year, 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) for a calendar year the averaging and payment method will commence from either the first pay period to commence in the calendar year or the pay period nominated by the Employee if commencing salary averaging partway through the year; and
  - (c) 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,  
**EXCEPT THAT** an Employee may elect to have all their remaining salary for the calendar year paid out in a lump sum if they have completed all remaining rostered work for the calendar year (eg, after school is concluded in December); 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.

### **17. Part-Time Employees**

- 17.1 The minimum hourly wage rate paid to a part-time Employee will be 1/38 of the weekly rate prescribed for the work that the Employee performs.
- 17.2 The minimum number of hours for which a part-time Employee may be engaged is two per day.

### **18. Casual Employees**

- 18.1 The minimum hourly wage rate paid to a casual Employee will be 1/38 of the weekly rate prescribed in this Agreement clause 14.2, plus a casual loading. The casual loading is in lieu of other benefits such as annual leave, separate payment of leave loading, sick leave and public holidays.
- 18.2 With respect to the Award subclause 11.2(b), because the salary levels set out in this Agreement clause 14.2 are inclusive of annual leave loading, the casual loading will be 23.5%.
- 18.3 Casual Employees will not be eligible for annual incremental step increases.

### **19. Higher Qualifications Allowance**

- 19.1 Where an Employee holds higher qualifications which are not required for their current position but which are relevant to their current line of work, a Higher Qualifications Allowance will be payable.
- 19.2 The Higher Qualifications Allowance will be paid as a percentage on the Employee's ordinary wage rate for that work, equivalent to the percentage difference between salary steps 1 and 3 in the Employee's classification level.
- 19.3 Application for Higher Qualifications Allowance shall be made to the Employee's Principal or Manager, as appropriate.

### **20. Personal Care Allowance**

- 20.1 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.
- 20.2 The Personal Care Allowance will be paid as a percentage on the Employee's ordinary wage rate for that work, equivalent to the percentage difference between salary steps 1 and 3 in the Employee's classification level.
- 20.3 Application for Personal Care Allowance shall be made to the Employee's Principal or Manager, as appropriate, and will be reviewed at least annually.

## **21. Higher Duties Allowance – Challenging Behaviours**

- 21.1 The Employer is committed to providing a safe work environment for all Employees, and to creating and maintaining a safe, positive and inclusive learning environment for all students.
- 21.2 The Employer will work with staff, parents and students to eliminate and minimise risks to Employee health and safety from challenging behaviours, so far as is reasonably practicable.
- 21.3 Nevertheless, where an Employee is required to work regularly, for a significant portion of their time, with a student or students with particularly challenging behaviours, a Higher Duties Allowance will be payable. This allowance is not applicable to one-off or infrequent incidents of challenging behaviours.
- 21.4 Challenging behaviour includes aggressive behaviour (such as physical and verbal abuse), destructive behaviour (such as breaking or destroying property), disruptive behaviour and self-injurious behaviour.
- 21.5 The level of and reasons for Higher Duties Allowances being paid will be monitored to assist with ensuring the safety of Employees.
- 21.6 The Higher Duties Allowance will be paid as a percentage on the Employee's ordinary wage rate for that work, equivalent to the percentage difference between salary steps 1 and 3 in the Employee's classification level.
- 21.7 Application for Higher Duties Allowance shall be made to the Employee's Principal or Manager, as appropriate, and will be reviewed at least annually.

## **22. Overnight Camp Allowance**

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

## **23. 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.

## **24. 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 either the employee's stapled fund in the first instance or where there is no stapled fund 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.

## **25. Redundancy**

Redundancy provisions are provided for in the National Employment Standards;

**EXCEPT THAT** the table in subclause 119(2) of the NES specifying redundancy pay is replaced with the following table:

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

## **SPECIFIC PROVISIONS**

### **26. Classroom Support Services Employees Grade 3**

- 26.1 The Employer will define a role for Classroom Support Services Employee Grade 3 (Teacher Aide 3) with a higher level of responsibility and higher qualifications required.
- 26.2 Employment of staff in the Teacher Aide 3 roles will be via normal recruitment processes.

### **27. Hours of Work Variations – Classroom Support Services Employees (Teacher Aides)**

- 27.1 Where necessary according to the Employer's needs, a part-time Teacher Aide's hours of work may be varied in accordance with this clause.
- 27.2 The intention of this provision is to provide Teacher Aides with job security and certainty around ongoing employment, whilst providing a degree of flexibility to the Employer to manage operational variations.
- 27.3 The Employer may reduce a Teacher Aide's hours of employment compared with their ongoing hours at the end of the prior calendar year, where such a variation is required as a result of a change of funding, enrolment or curriculum, by:
- (a) the greater of up to 2 hours/week or 20% without triggering redundancy provisions – provided 6 calendar weeks' notice is given
  - (b) the greater of up to 4 hours/week or 40% without triggering redundancy provisions – provided 12 calendar weeks' notice is given
  - (c) by more than the greater of 4 hours/week or 40%, in which case the Employee may elect to:
    - i) accept 16 calendar weeks' notice after which the reduction takes effect, or
    - ii) be declared redundant for the whole of their position, in which case normal redundancy provisions apply.

## **LEAVE AND RELATED ALLOWANCES**

### **28. Long Service Leave**

- 28.1 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.

28.2 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.

28.3 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 28.4 to 28.7.

#### **Calculation of long service leave entitlement**

28.4 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 28.6 if the Employee has been a part-time Employee at any time during that year.

28.5 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 28.7; and
- (b) in any other case, a period of days calculated in accordance with the formula prescribed in subclause 28.6.

28.6 For the purposes of subclauses 28.4(b) and 28.5(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.

28.7 For the purposes of subclause 28.5(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.

#### **29. Paid Parental Leave Allowance – Primary Carer**

29.1 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:

- 12 weeks – for a full-time Employee; or
- pro rata for a part-time Employee.

29.2 Paid parental leave allowance will not be counted as a period of service.

29.3 Superannuation guarantee will be paid on paid parental leave allowance.

29.4 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.

### **30. 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 this Agreement clause 29, shall be entitled to two weeks paid parental leave, pro rata at their FTE.

### **31. Compassionate Leave**

Where the NES provides for 2 days of Compassionate Leave, the Employer will provide up to 3 days of Compassionate Leave in the same circumstances.

### **32. 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.

## **OTHER CONDITIONS AND BENEFITS**

### **33. 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.

### **34. 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.

### **35. Study Assistance**

35.1 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.

35.2 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.

35.3 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.

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

### 36. Professional Learning Budget

The Employer shall provide for a professional learning budget each year that is no less than 2% of the Employer's total annual staff wage costs for all Employees covered by the *Educational Services (Teachers) Award 2020* and the *Educational Services (Schools) General Staff Award 2020*.

### 37. Consultative Committee

37.1 The Employer will develop and implement a policy for the establishment of Consultative Committees for the purpose of policy review.

37.2 Depending on the policy area being reviewed, Consultative Committees may be established across Christian Schools Tasmania or at an individual School, and may have ongoing tenure or be established for a limited period.

### 38. No Further Claims

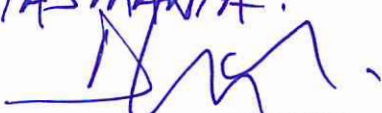
The Employees covered by this Agreement undertake that for the duration of the Agreement no further claims will be made on the Employer in respect of wages or working conditions. The Employer reserves the right to make additional payments to individuals where it deems it appropriate.

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**SIGNATORIES**

**39. Signatories**

Sign, date, full name and address:

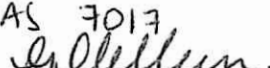
David Paul Gillman  
03/02/2022  
46 JASANDA DVE, MONTROSE  
TASMANIA.  


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Brian Malcolm Bosveld  
4/3/2022  
45 Church Road  
Collinsvale TAS 7012  


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**For the Employer:** This Agreement is signed by David Gillman in his capacity as Chief Executive Officer of Christian Schools Tasmania and Brian Bosveld in his capacity as Business Manager of Christian Schools Tasmania. David Gillman and Brian Bosveld have the authority to sign the Agreement on behalf of the employer.

Gaynor Marie Mullen  
03/02/2022  
3 Churinga Waters Drive  
Old Beach  
TAS 7017  


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Melanie Molano  
03.02.2022  
26 Thistle Down  
Huntingfield, Tas 7055  


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**For the Employees:** This Agreement is signed by Gaynor Mullen and Melanie Molano in their capacity as nominated representatives of employees covered by this Agreement. Gaynor Mullen and Melanie Molano have the authority to sign the Agreement on behalf of employees covered by this Agreement.

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

**AG2021/9289 - Christian Schools Tasmania Enterprise Agreement General Staff 2022**

### **Applicant:**

Christian Schools Tasmania

Section 185 – Application for approval of a single enterprise agreement

## **Undertaking- Section 190**

I, David Gillman, CEO of Christian Schools Tasmania give the following undertaking with respect to the *Christian Schools Tasmania Enterprise Agreement General Staff 2022* ("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 7 will be as follows:

### **7. Relationship to the Award and the NES**

For the purpose of this Agreement, the Award means the *Educational Services (Schools) General Staff Award 2020*.

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 2020*).

It is important to note:

- (a) This Agreement incorporates the *Educational Services (Schools) General Staff Award 2020*, as in force from time to time.
- (b) 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.
- (c) Where this Agreement is silent on a particular matter the relevant terms of the Award shall apply.
- (d) Where this Agreement and the Award are silent on a particular matter the relevant terms of NES shall apply.
- (e) 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

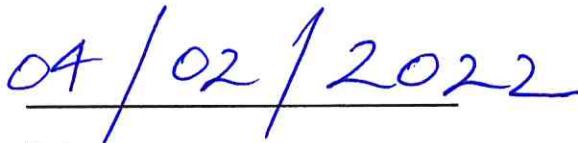


provision of the NES by a provision of this Agreement the NES provision shall apply to the extent of the diminution.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**



**Date**