



# DECISION

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

**Christian Schools Tasmania**  
(AG2022/1198)

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

Educational services

DEPUTY PRESIDENT BELL

MELBOURNE, 2 MAY 2022

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

[1] An application has been made for approval of an enterprise agreement known as the *Christian Schools Tasmania Enterprise Agreement Teaching Staff 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Christian Schools Tasmania. The Agreement is a single enterprise agreement.

[2] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The title of the Agreement in the Notice of Employee Representational Rights was different to the title clause in the proposed Agreement. Nevertheless, in the circumstances, I am satisfied that this constitutes a minor procedural or technical error for the purposes of s.188(2)(a). Further, having regard to the content of the declaration I am satisfied that the employees covered by the agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s.188(2) of the Act.

[4] The Independent Education Union of Australia (IEUA), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 2 May 2022 and, in accordance with s.54, will operate from 9 May 2022. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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**Christian Schools Tasmania  
Enterprise Agreement  
Teaching Staff 2022**

<b>1. Arrangement</b>	
1. Arrangement .....	2
<b>APPLICATION AND OPERATION .....</b>	<b>3</b>
2. Title .....	3
3. Scope .....	3
4. Parties Bound .....	3
5. Supersession.....	3
6. Date and Operation of Agreement.....	3
7. Relationship to the Award and the NES .....	3
8. Dispute Resolution .....	4
9. Individual Flexibility Arrangements.....	5
10. Agreement Consultation Term .....	5
11. Job Security.....	7
<b>PURPOSE AND FAITH BASIS .....</b>	<b>7</b>
12. Purpose of Agreement .....	7
13. Faith Basis.....	8
<b>SALARIES AND RELATED CONDITIONS.....</b>	<b>9</b>
14. Salaries.....	9
15. Classification Progression – Teacher Registration.....	11
16. Leadership Allowances .....	11
17. Casual Employee Rates.....	11
18. Overnight Camp Allowance .....	11
19. Salary Packaging .....	12
20. Superannuation.....	12
21. Redundancy.....	12
<b>ATTENDANCE DAYS AND HOURS OF WORK .....</b>	<b>12</b>
22. Ordinary Hours of Work .....	12
23. Attendance Days .....	13
24. Face-to-Face Teaching Hours .....	13
25. Release Time for Primary Teachers.....	13
26. Release Time for Graduate Teachers .....	13
27. Release Time for Teachers Seeking Full Registration .....	13
28. Additional Duties and Minimum Breaks.....	13
<b>LEAVE AND RELATED ALLOWANCES.....</b>	<b>14</b>
29. Long Service Leave .....	14
30. Paid Parental Leave Allowance – Primary Carer .....	15
31. Paid Parental Leave – Secondary Carer.....	15
32. Compassionate Leave.....	15
33. Family and Domestic Violence Leave .....	15

<b>OTHER CONDITIONS AND BENEFITS</b> .....	<b>15</b>
34. School Fee Discounts.....	15
35. Cost of Registration to Work with Vulnerable People .....	16
36. Professional Learning Budget.....	16
37. Consultative Committee.....	16
38. No Further Claims.....	16
<b>SIGNATORIES</b> .....	<b>16</b>
39. Signatories.....	16

## **APPLICATION AND OPERATION**

### **2. Title**

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

### **3. Scope**

This Agreement shall apply to Christian Schools Tasmania, 299 Macquarie Street, Hobart, in respect of the employment of Teaching 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 Teaching Staff by the Employer in accordance with a classification in the *Educational Services (Teachers) 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 (Teachers) 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 (Teachers) Award 2020*).

It is important to note:

- (a) This Agreement operates in conjunction with the *Educational Services (Teachers) 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**

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.

## **SALARIES AND RELATED CONDITIONS**

### **14. Salaries**

- 14.1 For the life of this Agreement, this clause prevails over the Award subclause 17.1.
- 14.2 The minimum salary per annum payable to a full-time Employee will be determined in accordance with the provisions of the Award clause 14 (Classifications), and the following reference table, from the first full pay period commencing in the year indicated.



**Minimum salary per annum payable – reference table  
(full-time, inclusive of annual leave loading)**

Salary Level	Effective 1 January 2022	Effective 1 January 2023	Effective 1 January 2024	Effective 1 January 2025
Level 1	\$65,071	\$66,438	\$67,833	\$69,258
Level 2	\$67,544	\$68,962	\$70,411	\$71,889
Level 3	\$70,111	\$71,583	\$73,086	\$74,621
Level 4	\$72,775	\$74,303	\$75,864	\$77,457
Level 5	\$75,540	\$77,127	\$78,746	\$80,400
Level 6	\$78,411	\$80,058	\$81,739	\$83,455
Level 7	\$81,391	\$83,100	\$84,845	\$86,627
Level 8	\$84,483	\$86,258	\$88,069	\$89,918
Level 9	\$87,694	\$89,535	\$91,416	\$93,335
Level 10	\$91,026	\$92,938	\$94,889	\$96,882
Level 11	\$94,485	\$96,469	\$98,495	\$100,564
Level 12	\$98,076	\$100,135	\$102,238	\$104,385
Level 13	\$101,802	\$103,940	\$106,123	\$108,352

14.3 Initial salary level and progression through the salary levels will be on the basis of the Award clause 14, particularly subclause 14.4, but subject to the requirements of this Agreement clause 15.

14.4 The salary increase applied at 1 January 2022 will be 2.35%. From 1 January 2023 until the expiry date of this Agreement in clause 6 the salary levels will be increased by the greater of the following methods:

- the wage increase set out in the table at subclause 14.2; or
- an adjustment to match 97% of a Tasmanian Department of Education Band 1 Level 13 Teacher in accordance with subclauses 14.5 and 14.6; or
- a CPI increase in accordance with clause 14.7.

Only one of the three methods will be applied on 1 January 2023, 2024 and 2025 each year.

14.5 If this methodology provides the greatest increase then 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.

14.6 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 14.5(b)

is higher than

(b) the salary referred to in this Agreement subclause 14.5(a).

14.7 The salaries will be increased by Hobart CPI (September to September quarter) if this provides the greatest increase.

### **15. Classification Progression – Teacher Registration**

- 15.1 This clause prevails to the extent it conflicts with the Progression provisions of the Award subclause 14.4.
- 15.2 Where a teacher has not qualified for Full Registration with the Teachers Registration Board of Tasmania and their current salary level is Level 7 or higher, they will not progress to their next classification level until Full Registration is obtained.
- 15.3 Once Full Registration is obtained, salary progression will resume from the Employee's current salary level as each full-time equivalent year of service at their current salary level is accumulated.

### **16. Leadership Allowances**

- 16.1 For the life of this Agreement, this clause prevails over the Award subclauses 19.3(c) to 19.3(g).
- 16.2 Teachers appointed by the Employer to carry out duties / responsibilities as detailed in the Award subclauses 19.3(a) to 19.3(b) will, in addition to their salary, be paid a leadership allowance based on the skills required and the nature of the higher responsibilities or additional duties to be undertaken.
- 16.3 Each level is calculated on the basis of 2% of the Level 13 of the salary scale. For example, a Level 5 allowance would be 10% of the Level 13 of the salary scale.
- 16.4 These allowances will only be paid while a Teacher undertakes additional responsibilities. The leadership allowance to be paid, the additional responsibilities to be undertaken, the duration of the responsibilities and the period of notice to be given if the responsibilities are to be changed or terminated shall be set out in writing before the additional responsibilities commence.
- 16.5 The selection of the appropriate allowance level for a particular responsibility will be determined by the procedures and criteria developed in the Employer's schools through its normal consultative processes.
- 16.6 The degree of time release for a particular responsibility will be left to the discretion of the Employer and will be determined by the criteria established by the Employer's consultative process.
- 16.7 Leadership allowances will be available to any Teacher performing an additional responsibility where the period of appointment exceeds one term.
- 16.8 Temporary leadership allowances will be paid on approval of the Principal where a Teacher performs the duties of another Teacher for which leadership allowance is paid, for a period of a fortnight or more (although not exceeding one term).

### **17. Casual Employee Rates**

- 17.1 With respect to the Award subclause 17.5(a), the minimum rate payable to a casual Employee will be based on their classification level as assessed under the Award clause 14 and this Agreement clauses 14, 15 and 17.2.
- 17.2 With respect to the Award subclause 17.5(b), because the salary levels set out in this Agreement clause 14 are inclusive of annual leave loading, the casual loading will be 23.5%.

### **18. Overnight Camp Allowance**

Where a Teacher 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.

## 19. 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.

## 20. 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.

## 21. 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:

Redundancy pay period		
	Employee's period of continuous service with the Employer on termination	Redundancy pay period
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

## **ATTENDANCE DAYS AND HOURS OF WORK**

### 22. Ordinary Hours of Work

22.1 Under the Award clause 10, a full-time employee is engaged to work an average of 38 ordinary hours per week.

22.2 Under the Award subclause 15.3, notwithstanding the NES, and due to the operational requirements of employers in the industry, the ordinary hours of an Employee may be averaged over a 12 month period.

22.3 Under the Award subclause 15.4, the ordinary hours of work for an Employee during term weeks are variable. In return, an Employee is not generally required to attend for periods of



time when the students are not present, subject to the needs of the employer with regard to professional development, student free days and other activities requiring the Employee's attendance.

### **23. Attendance Days**

With respect to the Award subclause 15.5, the maximum number of days that Teachers will be required to attend during term weeks and non-term weeks in each school year is:

- 196, or
- 199 for Teachers in their first full year of employment with the Employer.

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

### **24. Face-to-Face Teaching Hours**

24.1 Under the Award subclause 14.1, the duties of a Teacher may include, in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

24.2 Under this Enterprise Agreement, the maximum number of face-to-face teaching hours prescribed for a full-time Teacher will be:

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

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

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

### **25. Release Time for Primary Teachers**

Within the hours prescribed in this Agreement subclause 24.2(a), full-time primary Teachers will be entitled to 2 hours per week release time from face-to-face teaching for other teaching duties. There will be an expectation that Teachers will undertake some level of collaborative work with colleagues in lieu of this time.

Part-time primary Teachers will be entitled to pro rata release time.

### **26. Release Time for Graduate Teachers**

Graduate teachers in their first year of service with the Employer will be entitled to the equivalent of 2 days release time each school term, in conjunction with a development program agreed with the School Principal.

### **27. Release Time for Teachers Seeking Full Registration**

Teachers seeking to qualify and apply for full teacher registration will be entitled to the equivalent of 1 day release time each school term, in conjunction with a development program agreed with the School Principal, for one year of their employment with the Employer.

### **28. Additional Duties and Minimum Breaks**

For the life of this Agreement, this clause prevails over the Award clause 16.

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

For the purpose of calculating an Employee's total ordinary hours of work, in accordance with the Award clause 15, additional duties shall be counted as work time.

**PROVIDED THAT** additional duties shall not be counted as work time, or work, in respect of the Award clause 16. For clarity, the school's recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

## **LEAVE AND RELATED ALLOWANCES**

### **29. Long Service Leave**

- 29.1 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.
- 29.2 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.
- 29.3 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 29.4 to 29.7.

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

- 29.4 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 29.6 if the Employee has been a part-time Employee at any time during that year.
- 29.5 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 29.7; and
  - (b) in any other case, a period of days calculated in accordance with the formula prescribed in subclause 29.6.
- 29.6 For the purposes of subclauses 29.4(b) and 29.5(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.

29.7 For the purposes of subclause 29.5(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.

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

30.1 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.

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

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

30.4 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.

### **31. 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 30, shall be entitled to two weeks paid parental leave, pro rata at their FTE.

### **32. 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.

### **33. 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**

### **34. 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.

**35. 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.

**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.

**SIGNATORIES**

**39. Signatories**

Sign, date, full name and address:

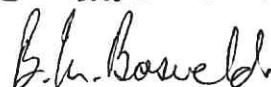
David Paul Gullman  
46 JASANDA DRIVE  
MONTROSE TAS 7010



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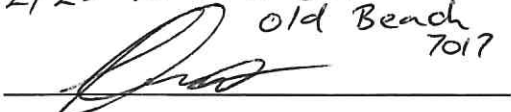
For and on behalf of Christian Schools Tasmania, 299 Macquarie Street, Hobart, Tasmania

Brian Malcolm Bosveld  
45 Church Road  
Collinsvale TAS 7012



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Luke Lamont  
2/25 Riviera Drive  
Old Beach  
7017



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

Susan Rhannon Macintyre Newitt  
'Willis Park', 79 Bridges Road, Rawleena,  
Tasmania, 7172.



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