



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Launceston Christian School (Inc.) T/A Launceston Christian School
(AG2021/8316)

LAUNCESTON CHRISTIAN SCHOOL SUPPORT STAFF ENTERPRISE AGREEMENT 2021-2024

Educational services

COMMISSIONER WILSON

MELBOURNE, 23 NOVEMBER 2021

Application for approval of the Launceston Christian School Support Staff Enterprise Agreement 2021 - 2024

[1] An application has been made for approval of an enterprise agreement known as the *Launceston Christian School Support Staff Enterprise Agreement 2021 - 2024* (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] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 November 2021. The nominal expiry date of the Agreement is 31 December 2024.



[2021] FWCA 6816

COMMISSIONER

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LAUNCESTON CHRISTIAN SCHOOL

Support Staff Enterprise Agreement

2021 – 2024

Final

Arrangement

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1. Title

This Agreement shall be known as the Launceston Christian School Support Staff Enterprise Agreement 2021-2024.

2. Scope

This Agreement shall apply to The Launceston Christian School in respect of the employment of Support Staff.

3. 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. Support Staff employed by the Employer under the scope of the Educational Services (Schools) General Staff Award 2020 (the "Employee" or "Employees")
- iii. The Independent Education Union Australia (the "Union")

4. 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.

5. 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 January 2021 (or the date of commencement determined by Fair Work Commission if otherwise) and shall expire on 31 December 2024.

6. Relationship to the Award and NES

For the purpose of this clause, 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:

- i. This Agreement incorporates the [Educational Services \(Schools\) General Staff Award 2020](#), 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 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.

7. 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 the opportunity for Employee development and fulfillment and promotes an inclusive, mutually respectful relationship between Employer and Employee.

8. Wage Rates

For the life of this Agreement, this clause applies in place of [clause 17 of the Educational Services \(Schools\) General Staff Award 2020](#).

8.1 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	Hourly Rate in effect 01/01/2022
Level 1	
1.1	\$22.51
1.2	\$24.12
1.3	\$25.72
Level 2	
2.1	\$26.47
2.2	\$27.23
2.3	\$27.63
Level 3	
3.1	\$28.61
3.2	\$29.14
3.3	\$29.70
Level 4	
4.1	\$30.08
4.2	\$30.45
4.3	\$30.90
Level 5	
5.1	\$32.19
5.2	\$32.83
5.3	\$33.47
Level 6	
6.1	\$33.91
6.2	\$34.34
6.3	\$34.85
Level 7	
7.1	\$36.06
7.2	\$37.00
7.3	\$37.98
Level 8	
8.1	\$41.58
8.2	\$43.31
8.3	\$44.40

8.2 Annual Pay Increase

The annual pay increase will be in line with the Launceston Christian School Teaching Staff percentage increase each year, and will be backdated to the first full pay period on or after 1st February of each year.

PROVIDED THAT, in any one calendar year the maximum percentage increase shall be no more than 2.5% and the minimum percentage increase shall be no less than 1.5%.

8.3 Position Classifications & Wage Groups

POSITION CLASSIFICATION		CRITERIA / QUALIFICATIONS	Wage Group	
			Min Level	Max Level
Admin I Maintenance I	<i>Indicative Positions: Cleaners, Grounds, Filing clerk, Apprentices</i>	No formal qualifications or experience required	1.1	2.3
Aides I Reception I	<i>Indicative Positions: Teacher Aides < Cert IV Receptionists; Helpdesk Support; Library Assistant,</i>	Unqualified up to Cert III (Education Support, Business Administration or equivalent relevant to the position)	2.1	3.3
Admin II / Reception II / Maintenance II	<i>Indicative Positions: Snr Receptionists; Accounts; Cleaning Supervisor; ICT Officer</i>	Qualifications or experience deemed appropriate to the nature of the work	3.1	4.3
Aides II		Cert IV or above (in Education Support)	4.1	4.3
Admin III	<i>Indicative Positions: Debtors Officer; Payroll Clerk; Administrators</i>	Qualifications or experience deemed appropriate to the nature of the work	4.1	5.3
Technician I	<i>Indicative Positions: Workshop Tech, Library Technician, Lab Tech, Graphic Designer; ICT Tech</i>	Qualifications or experience up to Cert III level that is appropriate to the nature of the work.	5.1	5.3
Technician II		Cert IV or higher, or other qualifications or experience deemed equivalent, appropriate to the nature of the work.	6.1	6.3
Admin IV	<i>Indicative Positions: Daily Planner, Marketing, Registrar, / Payroll Officer</i>	Cert IV or higher, or other qualifications or experience deemed equivalent, appropriate to the nature of the work.	5.1	6.3
Coordinator I	<i>Indicative Positions: Social Worker, Executive Assistant, Laboratory Manager, Property Coordinator, Office Manager</i>	Diploma or higher, or other qualifications or experience deemed equivalent, appropriate to the nature of the work.	6.1	7.3
Coordinator II	<i>Indicative Positions: HR Coordinator; ICT Coordinator; Marketing Coordinator, WHS Coordinator</i>	Diploma or higher, or other qualifications or experience deemed equivalent, appropriate to the field of expertise.	7.1	8.3

8.4 Incremental Steps

For the life of this Agreement:

- 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 of 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 of 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, the following part-time Employees will be considered 0.5 FTE if they work the following minimums during term time:
 - a) School Attendant (Cleaner) – 10 hours per week
 - b) Teacher Aides – 15.5 hours per week
 - c) Administrative Staff – 19 hours per week
- vi. Indicative positions listed in the 8.3 are a guide only. Roles and responsibilities may vary and the Employer may take into consideration previous experience, qualifications, and length of service when determining the appropriate wage level for an Employee.
- vii. 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 or additional responsibilities added to move to the next level.
- viii. Employees may not progress past the maximum level for their position in the table set out in 8.3 without referral to the Board.
- ix. 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 complaints processes within the school.
 - c) Where the normal complaints processes within the school fail to resolve the matter, the conditions outlined in section 39 of this Agreement, Dispute Resolution, shall apply.

8.5 Broken Shift

Employees may request to work a broken shift by negotiation with the Business Manager. No penalty rate will be paid by the Employer for broken shifts.

PROVIDED THAT, Employees who work a broken shift will be paid a minimum wage level of 2.1 as set out in Section 8.1 of this Agreement.

PROVIDED ALSO, Employees who are entitled to a broken shift allowance under the Award will be paid an adjusted daily broken shift rate equal to or above what they would have received if they were covered by the Award.

8.6 Absorption of FWC Adjustments

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

8.7 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%	19 years of age	80%
18 years of age	70%	20 years of age	90%

8.8 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 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 that 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.
- vi. Where the matter cannot be resolved within two weeks or such other period as agreed, the parties are to seek the assistance of the Fair Work Commission.

9. 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.

10. 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 according to [Section 9 – Educational Services \(Schools\) General Staff Award 2020](#).

11. Casual Employees

For the life of this Agreement, this clause applies in lieu of [sub-clause 11.2 of the Educational Services \(Schools\) General Staff Award 2020](#).

- i. The hourly wage rate that shall be paid to all casual Employees employed under this Agreement will be as detailed in sub-clauses 8.1 and 8.3, plus a 20% casual loading.

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. Support Staff employed on a casual contract will be paid at the minimum wage level for their position classification as detailed in sub-clause 8.3 plus 20% regardless of qualifications.

(For example a casual Teacher Aide will be paid at Aide I plus 20%; a casual Receptionist will be paid at Reception I plus 20%; a casual Technician will be paid at Technician I plus 20%.).

12. Part-Time Employees

For the life of this Agreement, this clause applies in lieu of [clause 10 of the Educational Services \(Schools\) General Staff Award 2020](#):

- 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. A part-time Employee will be paid the minimum hourly rate for the relevant classification in clauses 8.1 and 8.2, for each hour worked, and receives, on a pro-rata basis, pay and conditions equivalent to those of full-time Employees who do the same kind of work.
- iii. 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 an agreement in writing between the Employer and the Employee, engage an Employee for a lesser number of hours than the two prescribed herein.

13. 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 12 months 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 12 months, 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 13(i) (b):

- a) the Employee must provide the Employer with written notification of their decision to have their wages averaged over 12 months 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 months they have elected to have their wages averaged over; and

- c) For a 12 month period 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 months based on their contracted hours; and

- e) Any wage increases which become due to the Employee during 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 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 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 year the cost of the 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 total cost of Leave Without Pay will be deducted in the fortnight that the leave is taken.

iii. Notwithstanding sub-clause 13.ii, if an Employee is appointed per sub-clause 13.i during the year, and provided the Employee and Employer agree, salary may be averaged for the remainder of the year.

14. Annual Leave

For the life of this Agreement, this clause applies in lieu of [sub-clause 23.3 \(b\) of the Educational Services \(Schools\) General Staff Award 2020](#).

- i. Full-time Employees are entitled to 4 weeks Annual Leave per annum, accrued each fortnight.
- ii. Part-time Employees are entitled to 4 weeks Annual Leave per annum on a pro-rata basis.
- iii. Annual Leave loading will be calculated in accordance with the relevant provisions of the [Educational Services \(Schools\) General Staff Award 2020](#) and shall be paid in December of each calendar year.

15. Leave to deal with Family and Domestic Violence

For the life of this Agreement, this clause applies in addition to the Unpaid family and domestic leave provided for in the [NES](#):

- i. A full-time Employee, other than a casual Employee, covered by this Agreement shall be entitled to up to 5 days paid leave per calendar year to deal with domestic violence.
- ii. A part-time Employee, other than a casual Employee, shall be entitled to pro-rata entitlement to the 5 days leave based on his or her FTE.
- iii. Paid domestic violence leave does not accrue from year to year.
- iv. An employee may take paid and/or unpaid leave to deal with Family and Domestic Violence if the employee:
 - (a) is experiencing Family and Domestic Violence; and
 - (b) needs to do something to deal with the impact of the Family and Domestic Violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

PROVIDED THAT the reasons for which an employee may take leave include making arrangements for their safety (including relocation), attending urgent court hearings, or accessing police services.

16. Exceptional Personal Circumstances Leave

For the life of this Agreement:

- i. A full-time Employee, other than a casual Employee, covered by this Agreement shall be entitled to up to 3 days paid leave per calendar year to deal with exceptional personal circumstances.
- ii. A part-time Employee, other than a casual Employee, shall be entitled to pro-rata entitlement to the 3 days leave based on his or her FTE.
- iii. Exceptional Personal Circumstances Leave does not accrue from year to year.
- iv. Exceptional Personal Circumstances Leave would ordinarily be deducted from an Employee's Personal Leave accrual.
- v. Exceptional personal circumstances mean, for the purposes of this clause, extreme personal events, as a result of which the Employee must take time off work and the underpinning reason for the leave does not meet the criteria for any other recognised form of leave offered by the Employer.

- vi. Applications for exceptional personal circumstances leave are to be directed to the Principal. The Principal may request supporting evidence of the need for the leave at his/her discretion. The Principal, or their nominated delegate, has the sole discretion as to whether a claim for exceptional circumstances leave is approved and the decision is final.

PROVIDED THAT, wherever possible, applications following normal school procedures, should be made in advance, though in certain circumstances the school accepts that applications may need to be made retrospectively.

17. Compassionate Leave

Employees covered by this Agreement shall be entitled to Compassionate Leave as follows:

- i. 2 days paid Compassionate Leave on each occasion on which a member of the Employee’s immediate family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life. After 2 days, the Employee may access their Personal Leave entitlements as Carer’s leave, if required. A medical certificate shall be required for absences of more than 3 days in total.
- ii. Up to 2 days paid Compassionate Leave on each occasion on which a member of the Employee’s immediate family or household is in palliative care. After 2 days, the Employee may access their Personal Leave entitlements as Carer’s Leave, if required. A medical certificate shall be required for absences of more than 3 days in total.
- iii. Up to 2 days paid Compassionate Leave on each occasion on which a member of the Employee’s immediate family or household dies. Up to a further 2 days may be given at the discretion of the Principal.
- iv. Up to 5 days paid Compassionate Leave on each occasion on the death of the Employee’s parent, spouse, or child.
- v. An Employee may take unpaid Compassionate Leave by agreement with the Employer.

Evidence- An Employee must give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in the above clauses.

18. Long Service Leave

For the life of this Agreement:

- i. Long Service Leave is accrued by permanent Employees at the rate of thirteen weeks for ten years continuous service, i.e. 6.5 workdays for each completed year of continuous employment for full-time Employees.
- ii. Entitlement to Long Service Leave is established after ten years of continuous employment.
- iii. The Principal has the right to require this Long Service Leave to be taken when due, with a minimum of 6 months’ notice.
- iv. 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.
- v. 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 of full-time service	8 x 6.5	= 52 days x ordinary pay daily rate @ time of leave
2 years part time service @ 0.5FTE	½ x 2 x 6.5	= 6.5 days x ordinary pay daily rate @ time of leave

- vi. There is no minimum FTE requirement to accrue Long Service Leave for a part-time Employee. The calculation of a part-time Employee’s Long Service Leave entitlement shall take into consideration the Employee’s contracted hours during each year of continuous employment with the school.

vii. 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:

- a) The nature of continuous employment:
- b) Payment in lieu of Long Service Leave on the death of an Employee:
- c) Payment in lieu of Long Service Leave by agreement:
- d) Computation of ordinary pay:
- e) How and when Long Service Leave will be taken:
- f) Entitlement to Long Service Leave on termination of employment:
- g) Settlement of disputes:
- h) Appeals

19. Paid Parental Leave

For the life of this Agreement, this clause applies in addition to in [Chapter 2, Part 2-2, Division 5 of the Fair Work Act 2009](#).

19.1 Paid Parental Leave - Eligibility

An Employee, other than a casual Employee, who;

- i. meets the necessary eligibility requirements of the NES for a period of unpaid birth-related leave or unpaid Parental Leave for the purpose of the placement and care of an adopted child or children; and
- ii. applies for a period of unpaid Parental Leave in accordance with the NES provisions and the relevant application processes/procedures of the Employer; and
- iii. is to be the primary caregiver of the expectant child or children for the duration of the unpaid Parental Leave period to which sub-clauses i. and ii. apply;

shall, depending on his or her length of continuous service with the Employer at the time commencement of the Parental Leave period, be entitled to a period of paid Parental Leave calculated in accordance with the table detailed in either section 19.2 or 19.3 herein, whichever is relevant.

PROVIDED THAT, where the members of a working couple, who both work for the School, take separate or concurrent periods of birth or adoption-related Parental Leave to provide primary care to a child or children only one member of the couple shall be entitled to a paid Parental Leave payment calculated in accordance with the provisions of this Section. Where this situation arises, the Employees concerned shall nominate who is to receive the payment.

PROVIDED ALSO, where both members of a working couple, where one works for the School under the terms of this Agreement and the other for another Employer, take separate or concurrent periods of birth or adoption-related Parental Leave to provide primary care to a child or children the Employee shall not be entitled to payment under the terms of this Section if the other member of the working couple has received a paid Parental Leave payment from his or her Employer in relation to the primary care of that child or children.

PROVIDED ALSO, where the partner of an Employee is not entitled to a period of unpaid Parental Leave in relation to the birth or adoption of a child or children in accordance with the relevant provisions of the *Fair Work Act 2009*, the Employee is not entitled to a paid Parental Leave payment calculated in accordance with the provisions of this Section.

Where a period of paid Parental Leave is payable to an Employee in accordance with the terms of clause 19.1 and either sub-section 19.2 or 19.3 wherein the payment shall be made in the first full pay period commencing on or after the commencement of the related period of Parental Leave or special Parental Leave, whichever applies.

19.2 Paid Parental Leave – First Occasion

Where an Employee is proceeding on his or her first period of Parental Leave with the Employer, the duration of the paid Parental Leave to which the Employee is entitled shall be determined by reference to the following table;

Employee's Duration of Continuous Service with the School at the Time of Commencement of the Parental Leave Period.	Paid Parental Leave Entitlement
Less than 1 year	Nil
1 year though less than 2 years	2 Weeks
2 years though less than 3 years	4 Weeks
3 years or more	6 Weeks

PROVIDED THAT, where an Employee is entitled to payment in accordance with this clause the Parental Leave payment shall be based on the Employee's FTE and salary in effect immediately preceding the leave period.

19.3 Paid Parental Leave – Second/Subsequent Occasions

Where an Employee;

- a) is proceeding on his or her second or subsequent period of Parental Leave whilst employed with the one Employer; and
- b) has completed a minimum of twelve months of continuous service since returning to work from his or her previous period of Parental Leave,

the duration of the paid Parental Leave to which the Employee is entitled shall be determined by reference to the following table;

Employee's Duration of Continuous Service with the School after their return from previous Parental Leave	Paid Parental Leave Entitlement
1 year though less than 2 years	2 Weeks
2 years though less than 3 years	4 Weeks
3 years or more	6 Weeks

PROVIDED THAT, where an Employee is entitled to payment in accordance with this clause the Parental Leave payment shall be based on the Employee's FTE and salary in effect immediately preceding the leave period.

19.4 Paid Support Leave

An Employee who;

- i. is the partner of a person who is pregnant; or
- ii. is a member of a couple who is adopting a child or children, though is not the person intended to be the primary caregiver upon placement of the child or children; shall be entitled to take up to 5 days paid leave to provide support:
 - a) at the time of the birth of the child or children; or
 - b) during a period of special maternity leave; or
 - c) at the time of the placement of the child or children.

PROVIDED THAT, the exact timing of the support leave period shall be determined by negotiation between the Employee and the Employer.

20. 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.

21. Termination of Employment

- i. The NES sets out requirements for notice of termination by an Employer. See [sections 117 and 123 of the Act](#).
- ii. In accordance with [Section 32 of The Educational Services \(Schools\) General Staff Award 2020](#), an Employee must give the Employer notice of termination as set out in the table below:

Notice required by Employees for Termination of Employment	
Employee's period of continuous service at the end of the day the notice is given	Minimum Notice Period Required
Less than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

22. Redundancy

- i. Redundancy pay is provided for in the NES. See [sections 119 to 123 of the Act](#).
- ii. All other conditions of redundancy are provided for in [Section 33 of The Educational Services \(Schools\) General Staff Award 2020](#);
 - a) 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; and
 - b) Redundancy target means the number of positions to be made redundant, expressed in terms of FTE, as part of the redundancy program

23. Professional Development

- i. Where an Employee wishes to attend Professional Development, they may request their immediate supervisor and/or the Business Manager.
- ii. Where the school requires an Employee to attend professional development, for example, First Aid training, 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.

24. School Camps

- i. If a Support Staff member has accepted a request from the Employer to attend one of the school's overnight camps, the following arrangements will apply:
 - a) Camp days will be deemed to be 8-hour days;
 - b) The Employee will be paid for the deemed number of hours at their ordinary rate of pay;
 - c) The Employee will be paid an overnight allowance of \$50 per sleepover, which is defined as sleeping in at night to undertake the duty of care requirements and to be on call for emergencies.
- ii. Where an Employee has agreed to 'overnight supervision' on camp, the following arrangements will apply:
 - a) The Employee will be paid 2 hours travel time to and from the venue at their ordinary rate of pay;
 - b) The overnight shift will be deemed to be 8 hours in duration;
 - c) The Employee will be paid for the deemed number of hours at 200% of their ordinary rate of pay;
 - d) No overnight camp allowance will apply;
 - e) The Employee will not be required to participate in any activities or supervision throughout the day, or before the overnight shift commencing;
 - f) Where possible, the Employee will be provided with suitable accommodation with which to sleep during the day
- iii. No meal allowance will apply on school camps where meals are provided for staff.
- iv. The Teacher Aide normally responsible for a special needs student will be expected to attend camp with the student.

25. 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 before the end of each calendar year.

25.1 Start of Year

- i. Teacher Aides will be required to work a minimum of three days before 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. Teacher Aides will be notified before 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 at least one week before 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 23.
- iii. Maintenance staff will be required to commence at least two weeks before the return of students at the start of each school year.
- iv. All other part-time Support Staff will be required to commence at least one week before the return of students at the start of the school year unless otherwise agreed with the Business Manager.

25.2 End of Year

- i. All Teacher Aides, regardless of FTE, will be required to work a minimum of 4 hours on the day after students have finished for the school year.
- ii. 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. This will be based on the Employee's contracted working hours as per their Annual Work Schedule.

25.3 Contact time for Teacher Aides:

- i. A Teacher 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
- ii. All other Teacher 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 a Teacher Aide works less than a full school day, the 45 minutes will be allocated on a pro-rata basis for each day worked.

26. Hours of Work

For the life of this Agreement, this clause applies in lieu of sub-clauses [14.6 and 14.7 of the Educational Services \(Schools\) General Staff Award 2020](#).

- i. The ordinary hours of work for any employee must not exceed 10 hours in any one day, or 38 hours in any one week; and
- ii. Ordinary hours may be worked on any day from Monday to Friday between 6.00 am and 7.00 pm

27. Overtime

For the life of this Agreement, this clause applies in lieu of [clause 21 of the Educational Services \(Schools\) General Staff Award 2020](#).

- i. Overtime is any authorised work performed outside of or in excess of the ordinary or rostered hours.
- ii. All overtime must be approved in writing by the employee's direct supervisor, or the Business Manager.
- iii. Overtime worked within the daily spread of hours in Clause 26 will be paid at normal hourly rates PROVIDED THAT an employee does not exceed 10 hours in any one day or 38 hours in any one week.
- iv. Additional hours worked by a part-time employee will accrue leave entitlements in accordance with the Award or the NES up to the equivalent of a full-time employee.
- v. Additional hours worked by full-time employees will be paid at the applicable overtime rate and will not accrue leave entitlements under the Award or the NES.

Overtime worked outside the daily spread of hours in clause 26 or which exceeds 10 hours in any one day or 38 hours in any one week will be paid as follows:

	Full-time and part-time employees
For overtime worked on	% of minimum hourly rate
Monday to Saturday – first 3 hours	150
Monday to Saturday – after 3 hours	200
Sunday	200
Public holiday	250

27.1 Time off instead of payment for Overtime

- i. In accordance with [Section 21.4 of The Educational Services \(Schools\) General Staff Award 2020](#), an Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- ii. The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.
EXAMPLE: an Employee who worked 2 overtime hours is entitled to 2 hours off during ordinary hours.
- iii. Time off must be taken:
 - a. within 6 months after the overtime is worked; and
 - b. at a time or times within that period of 6 months agreed by the Employee and Employer.

28. Bank of Hours

- i. Full-time Employees in a senior role have a level of autonomy to manage their own time / workload as needed. Their salary/renumeration has been set to reflect this.
- ii. Senior staff may negotiate to work a maximum of 2 additional hours per week during term times which can be banked and taken as time off during the following school holiday break.
- iii. Any such arrangement must be agreed in writing by the Business Manager.
- iv. Banked hours must be taken during the next school holiday break (at the latest) unless otherwise agreed in writing by the Business Manager.
- v. Banked hours must be taken before any other paid leave is taken (such as Annual Leave or Long Service Leave)
- vi. If an Employee's Annual Leave liability exceeds 8 weeks, the Business Manager may remove the ability for the Employee to bank additional hours.
- vii. An Employee who is required by the Principal or Business Manager to work extended hours for a special project or out of hours meeting or function will be paid overtime in accordance with Clause 27.

29. Make-Up Time

An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time within the same pay period.

30. Staff Meetings

In the event that an Employee is 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.

31. Business Related Expenses and Travel

- i. 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.
- ii. An Employee required by the Employer to use the Employee's motor vehicle in the performance of his or her duties must be paid the following allowances:

Vehicle Type	Allowance Rate
Motor Car	\$0.78 per kilometre with a maximum payment up to 400 kilometres per week.
Motorcycle	\$0.26 per kilometre with a maximum payment up to 400 kilometres per week.

32. 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 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.

33. 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 procedures in force at the time of appraisal.

34. Public Holidays

- i. Employees are entitled to the following holidays with pay:
 - 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.
- ii. Easter Tuesday and Launceston Cup Day are not included as paid Public Holidays
- iii. Payment for the holidays mentioned in Clause 34.i 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.
- iv. 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 in accordance with [clause 28.2 - 28.4 of the Educational Services \(Schools\) General Staff Award 2020](#) of this Agreement or time in lieu.

35. Student-Free Days

A teaching staff professional development program is conducted on student-free days throughout the year. The Support Staff will be required to attend school during these days when teachers are present. 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.

36. Basis of Faith

36.1 Statement of Faith

- i. 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 School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. Accordingly, an Employee is expected by his or her Employer to possess and maintain throughout the term of this Agreement a firm personal belief consistent with the Statement of Faith of the School, 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.

- ii. 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 School.
- iii. If the situation continues after counselling and an opportunity for restoration, the Employer may terminate the Employee's employment.

36.2 Lifestyle and Values

The Launceston Christian School and respective Employees acknowledge that:

- i. The School bases its teachings and beliefs on the Bible, both the Old and New Testaments which the School regards as the inspired and inerrant Word of God.
- ii. These teachings are expounded in many of the School's public and internal documents, including the LCS Statement of Faith.
- iii. These documents reflect the School's understanding of the lifestyle and values which all Employees of the School, regardless of their role, are required to respect and maintain at all times and are to be understood as source documents, defining the School's doctrines, tenets, beliefs, and teachings.
- iv. Without limiting the School's constitution, Statement of Faith, and related documents which may provide more specific information, the School 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 section are included in good faith to avoid injury to the essence of the adherents of the Christian Faith.
- v. It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that all Employees of the School are required to be seen to conduct themselves in a manner consistent with these teachings and beliefs and accordance with the Christian ethos of the School, and any school 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 School.
- vi. It is an inherent, genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School must not act in a way that they know, or ought reasonably to know, is contrary to the faith of the School. Nothing in an Employee's deliberate conduct shall be incompatible with the intrinsic character of their position.
- vii. 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 School's doctrine, tenets, beliefs, and teachings.
- viii. 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 concerning conduct and performance management.
- ix. If a dispute arises in connection with this clause it shall be dealt with in accordance with section 38. Dispute Resolution of this Agreement.

37. Workplace Health and Safety (WHS)

All Employees shall take reasonable care for their 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 \(Tasmania\)](#).

38. No Further Claims

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

39. Dispute Resolution

Subject to the provisions of the Act, all grievances, claims or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the following manner:

- i. Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Principal or his or her nominee in accordance with any procedures that have been adopted by the school. The reference to his or her nominee applies to an Employee as well as the Principal; Both the Employer and the Employee may be represented for purposes of this Section.
- ii. Should the matter not be resolved, it may be referred by either party to the Fair Work Commission, or any person agreed between the parties, for conciliation.
- iii. During the conciliation the Commissioner may:
 - a) arrange conferences of the parties or their representatives at which the Commissioner is present;
 - b) require the attendance of the parties or their representatives;
 - c) arrange for the parties or their representatives to confer among themselves at conferences at which the Commissioner is not present; and
 - d) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.
- iv. An Employee who is a party to a dispute must, while the dispute is being resolved:
 - a) continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) comply with any reasonable direction given by the Employer to perform other available work, either at the same workplace or at another workplace.
- v. In directing an Employee to perform other available work, the Employer must have regard to:
 - a) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that Employee or that other work; and
 - b) whether that work is appropriate for the Employee to perform.

40. Agreement Flexibility Term

- i. 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 are 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.
- ii. The Employer must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under [section 65 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.
- iii. 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.
- iv. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- v. 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.

41. Agreement Consultation Term

- i. 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

- ii. For a major change referred to in paragraph (i)(a):
 - a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - b) subclauses (iii) to (viii) apply.
- iii. The relevant Employees may appoint a representative for the purposes of the procedures in this term 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;
 - c) the Employer must recognise the representative.
- iv. As soon as practicable after making its decision, the Employer must:
 - a) discuss with the relevant Employees:
 - b) the introduction of the change; and
 - c) the effect the change is likely to have on the Employees; and
 - d) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - e) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - f) all relevant information about the change including the nature of the change proposed; and
 - g) information about the expected effects of the change on the Employees; and
 - h) any other matters likely to affect the Employees.
- v. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- vi. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- vii. 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 (ii)(a) and subclauses (iii) and (iv) are taken not to apply.
- viii. 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) the major change to the composition, operation, or size of the Employer’s workforce or 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 the regular roster or ordinary hours of work

- ix. For a change referred to in paragraph (i)(b):
 - a) the Employer must notify the relevant Employees of the proposed change; and
 - b) subclauses (x) to (xiv) apply.
- x. The relevant Employees may appoint a representative for the purposes of the procedures in this term 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;
- xi. The Employer must recognise the representative.
- xii. 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).
- xiii. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- xiv. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- xv. In this term: **Relevant Employees** means the Employees who may be affected by a change referred to in sub-clause (i).

42. Agreement Variations

Any proposal to vary this Agreement, other than in accordance with the process set out in sub-clause 8.4, shall occur in accordance with the requirements of the [Fair Work Act](#).

43. 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.

44. 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
GRAEME SMITH		10.11.21
ADRIAN BOSKER		10.11.2021
PETER MORGAN		10.11.2021.

Signed for and on behalf of:

The Support Staff employed by the Employer under the scope of the Educational Services (Schools) General Staff Award 2020

Name	Signature	Date
KATRINA BARRACO		10.11.2021
ANTONY BARRACO		10/11/2021
Maree Lawes		10/11/2021

