



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Circular Head Christian School
(AG2015/2818)

CIRCULAR HEAD CHRISTIAN SCHOOL'S (TEACHING STAFF) ENTERPRISE AGREEMENT 2015

Tasmania

COMMISSIONER LEE

MELBOURNE, 11 JUNE 2015

Application for approval of the Circular Head Christian School's (Teaching Staff) Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Circular Head Christian School's (Teaching Staff) Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Circular Head Christian School. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement was approved on 11 June 2015 and, in accordance with s.54 of the Act, will operate from 18 June 2015. The nominal expiry date of the Agreement is 31 January 2018.



COMMISSIONER

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ANNEXURE A

Commissioner Lee
Fair Work Commission
11 Exhibition Street
MELBOURNE
Vic, 3000

4th June, 2015.

Dear Commissioner Lee

Re: AG2015/2818

Pursuant to section 186(6) of the Fair Work Act 2009 the Circular Head Christians Schools Inc undertakes that clause 25 of the agreement shall be of no effect and the following words be substituted to apply:

25. AVOIDANCE OF INDUSTRIAL GRIEVANCES

25.1 *The School applies a biblical foundation to its approach to dispute resolution and is committed to the peaceful resolution of all questions, difficulties, claims or disputes without unnecessary recourse to any form of industrial action.*

25.2 *Any grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall first be dealt with by negotiation between the parties using the procedure set out in the Circular Head Christian Schools Grievance Response Policy.*

25.3 *For the purposes of this clause a grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement shall include an active condition of employment of;*

- a. this Agreement; and/or*
- b. the Modernised Award; and/or*
- c. the National Employment Standards.*

PROVIDED THAT where a disputed condition of employment remains unresolved following negotiation between the parties the matter may be referred to Fair Work Australia (or any subsequent Authority which replaces FWA) for resolution (including arbitration). An employee may elect to nominate a representative of his or her choice to represent them at any stage of the dispute resolution process.

This undertaking will be of effect for the life of the agreement.

Yours Sincerely



Paul Arnold
Board Chairman



CIRCULAR HEAD
**CHRISTIAN
SCHOOL**

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

THE

CIRCULAR HEAD

CHRISTIAN SCHOOL

(TEACHING STAFF)

AUSTRALIAN

WORKPLACE

AGREEMENT

2015



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**CHRISTIAN
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ALL FOR THE GLORY OF GOD

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PART I - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

The Circular Head Christian School's (Teaching Staff) Enterprise Agreement 2015.

2. PARTIES TO THE AGREEMENT

This Agreement is made between Circular Head Christian Schools Inc. (the employer) and the employees employed as teachers by the employer (the employees).

3. RELATIONSHIP TO THE MODERNISED AWARD &NES

3.1 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.

3.2 For the purpose of this clause the Modernised Award means the Educational Services (Teachers) Award 2010.

In addition, the National Employment Standards came into effect from 1 January, 2010. The NES, as they are known, prescribe the minimum employment conditions for all employees employed in the Federal jurisdiction (as is the case for employees covered by this Agreement and the Educational Services [Teachers] Award 2010).

It is important to note:

- (a) This Agreement incorporates the Educational Services (Teachers) Award 2010, 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 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 Modernised Award is varied or is not to apply this will be detailed and 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.

4. DURATION

The Agreement commences on 1 February 2015 (or the date of commencement determined by Fair Work Australia if otherwise) and shall remain in force until 31 January 2018.

5. PURPOSE OF AGREEMENT

The purpose of the Agreement is to:-

- consolidate and develop further initiatives arising out of the Award modernisation process; &
- accept a mutual responsibility to maintain a working environment to ensure that the parties to this Agreement become genuine participants and contributors to the School's aims, objectives and philosophy; &
- safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge. The parties acknowledge that upgrading of skills and experience can best occur when the parties share responsibility for professional development by undertaking both internal and external training and training that is both during school time and a teacher's own time; &
- enhance the education process by continually providing a Christ-centred foundation and perspective within the structure of the curriculum in harmony with the School's ethos, as defined within the "Vision Statement" adopted by the Board, and confirmed by the faith basis of the school in this agreement; &
- recognise that the School is established and maintained to give access to affordable Christian Education to as wide a cross section of the community as possible; &
- recognise a partnership between the School and teachers working together to achieve financial efficiencies in the operation of the School in order to achieve the above mentioned, understanding that the School's catchment population is socially and economically disadvantaged; &
- acknowledge that the School facilitates the constructive involvement of parents in the life of the School, and exists to provide learning and teaching opportunities that will support the Christian ethos of the School and its member families; &
- acknowledge that the School is managed within the Board's policy framework; &
- provide a safer and better working environment.

6. FUTURE NEGOTIATIONS

The parties to this Agreement will commence negotiations towards a new Agreement at least 4 months before the nominated expiry date of this Agreement.

7. DEFINITIONS

“Board” - means the body with the authority to act on behalf of Circular Head Christian Schools Inc.

“Calendar Year” - means the 12 months commencing on the 1st day of January and concluding on 31st of December in the same year.

“Casual Teacher” - means a teacher engaged to carry out short term relief work, of a period not to exceed 1 term in duration in any one engagement.

“Contact Time” - means all the time that teachers spend in contact with students, including classroom teaching, student tutoring and counselling and playground supervision that takes place between 8am and 4pm on a school day.

“Employer” – means the Circular Head Christian School Inc.

“Junior School” - means all classes from kindergarten to grade 5.

“Middle School” - means all classes from grade 6 to grade 8.

“Normal Hours” - means the teaching timetable and on site lesson preparation time of a teacher, as set by the employer and advised to the teacher in the annual notification of hours and expectations.

“School” - means the Circular Head Christian School and, where the context allows, the employer.

“Section of the School” - means Junior School, Middle School, and Senior School.

“Senior Classroom Teacher” - means a teacher who has accessed this classification by the procedures prescribed by clause 8.4 of this Agreement. The main role will be that of classroom teaching but some educational management duties in connection with classroom excellence may be mutually agreed.

“Senior School” – means all classes from grade 9 to grade 12.

“Show Day” - means the appropriate show day gazetted for the Circular Head Municipality which falls on a teaching day, or in the absence of such a local holiday, any other day mutually agreed.

“School Year” - means the 12 months commencing on the date determined by the school, to the start of the following year.

“Standard Full Day” - means preparation for and teaching a 6 hour timetabled day, and available for school purposes (normally on campus) for 7.5 hours.

“Teacher Librarian” - means a qualified teacher who holds librarian qualifications deemed appropriate by the School and carries out the duties of a librarian.

“Time Release” - means the time designated for administrative duties for teachers in positions of responsibility. The designated time release is subtracted from a teacher’s contact time.

“Total Salary” - means the Teacher's Annual Salary plus any Responsibility Allowance paid.

PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

8. CONDITIONS OF EMPLOYMENT

8.1 General Conditions

Teacher’s pays will be based on the school year, as opposed to the calendar year. The school year will be set out in the “normal hours” given to teachers at the start of each year by the school.

8.2 Part-time Teachers

- (a) Teachers may be required, either on appointment or at any other time when a variation occurs, to undertake a proportionate number of other duties normally expected of full-time teachers.
- (b) Part time teachers are paid pro-rata of the Salary Scale prescribed by clause 11 of this Agreement. Teachers may opt to receive less pay in lieu of duties and/or extra-curricular activities. Such arrangements are negotiated on an individual basis, using the School’s consultative procedures.

8.3 Replacement Teachers

- (a) Replacement teachers may be employed on either a full-time or part-time basis.
- (b) Salary is based on qualifications and number of years’ experience.
- (c) All provisions of this Agreement apply to replacement teachers.
- (d) Before commencing employment, teachers must receive written advice of:-
- the temporary nature of their employment; &
 - their entitlements under this Agreement: &
 - the rights of any teacher being replaced.
- (e) Replacement teachers are terminated by the completion of their period of employment, as prescribed by sub-clause 1 of this clause.

8.4 Casual Teachers

- (a) Casual teachers (as defined) shall be engaged in accordance with the relevant provisions set out in the Educational Services (Teachers) Award 2010. Specifically, sub-clauses 13.1, 13.2(c), 13.3, 13.4, 14.3 and 14.5 apply.

8.5 Senior Classroom Teacher

- (a) Any teacher can apply for a Senior Classroom Teacher position but they must be at least a “four-year trained teacher”.
- (b) The application procedure and commencement date is determined by the School’s consultative procedures.
- (c) Applicants must address the following criteria:-
 - contribution to the School beyond their immediate teaching responsibilities; &
 - teaching responsibilities; &
 - relationships with colleagues, parents and students; &
 - professional development activities.
- (d) Senior Classroom Teachers are not required to perform any additional duties beyond those defined by “Teacher Duties”, unless mutually agreed.

8.6 Special Funding Teachers

- (a) Subject to special funding, a teacher may be appointed for the duration of a project or for the duration of the funding.
- (b) Termination is in accordance with the terms of their appointment.
- (c) All provisions of this Agreement apply to teachers employed for a period in excess of 7 weeks.

8.7 Teacher Librarians

All provisions of this Agreement apply to Teacher Librarians.

8.8 Fixed Term Contract Teachers

- (a) Teachers may be employed for Fixed Term Contracts, as determined by the Board;
- (b) All new fixed term teachers will be appointed with probationary periods
- (c) Fixed term contract teachers will be paid the Salaries identified in Clause 11 of this agreement
- (d) Fixed term contract teachers may also be appointed to cover staff vacancies such as maternity leave, extended leave or Long Service Leave.

8.9 Probationary Period

- (a) New teacher appointments must be appointed for a probationary period of not less than 3 terms and not greater than one years service;
- (b) Probationary periods may be extended from the period referred to in sub-clause 8.8a, for new teachers in certain circumstances.
- (c) All fixed term teacher appointments must also include probationary periods.

9. JOB SECURITY

9.1 The parties to this Agreement are committed to job security for all teachers. However, the parties also recognise that Circular Head Christian School is comparatively small and its viability may be affected by reductions in students and, therefore, fee and government income.

9.2 To provide job security for teachers and to protect the financial viability of the School in the event of a significant, unplanned and rapid reduction in enrolments, loss of government grant or other serious financial imposition over which the School has no control, the parties have agreed to the following:-

- (a)** If agreed by a two thirds majority of all teachers, a reduction in salary up to 10% for a maximum of 1 full school year. Any reduction would be specifically designed to maintain staff levels at pre-existing levels until such time as:-
- other acceptable measures are put in place to reduce teacher numbers; or
 - enrolment or funding issues are satisfactorily resolved.
- (b)** With the complete agreement of individual teachers, any other short term arrangements which may include, but are not limited to - job sharing, reduction of hours or classroom structure changes.
- (c)** At the end of the 1 year period, or earlier at the request of either party, the provisions of clause 10 of this Agreement will apply.

10. REDUNDANCY

10.1 Full-Time Teachers

- (a)** If the School can substantiate that the volume of work in any section of the School has diminished, the School may give a teacher 7 weeks' written notice that their position is to be declared redundant.
- (b)** If a partial redundancy is considered necessary, based on the criteria contained in sub-sub-clause (a) of this sub-clause, a teacher may agree to accept a partial redundancy or may, within 1 week, elect to declare the whole position redundant in which case the redundancy provisions of this clause will apply. If a partial redundancy is accepted, pro-rata compensation as prescribed by sub-sub-clause 10.1(e) of this clause will be paid.
- (c)** During the 7 week notice period the School will use all endeavours to provide for continuing employment by:-
- consulting with other employing bodies to attempt to obtain suitable alternative employment; &

- granting up to 4 days paid leave of absence for the teacher to attend interviews regarding alternative employment.
- (d) If alternative employment has not been obtained by the end of the 7 week notice period, the School may terminate the teacher. Notice will be in writing and be accompanied by written evidence of the School's endeavours to locate alternative employment.
- (e) Teachers made redundant are entitled to a redundancy payment based on length of service, as follows:-

Years of Service	Period of Payment
1 year's service or less	Nil
more than 1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	11 weeks
7 years but less than 8 years	13 weeks
8 years but less than 9 years	14 weeks
9 years but less than 10 years	16 weeks
10 years years service and over	18 weeks

PROVIDED THAT; the maximum payment under this sub-clause is 18 weeks' pay, unless the teacher has been employed for more than 11 years. In such cases, a redundancy package based on the circumstances of the particular redundancy may be individually negotiated.

PROVIDED FURTHER THAT; such termination payment, together with all other entitlements, is payable as a lump sum on the last day of employment.

- (f) Teachers will be provided with a certificate of service containing at least their commencing and finishing dates, their duties and the reason for termination of employment.
- (g) If alternative employment becomes available and the required commencement date is before the expiration of the 7 week notice period, the School must release the teacher, as required by the new employer. The School may require written proof of such a requirement. Teachers released as prescribed by this sub-sub-clause are not entitled to compensation as prescribed by sub-sub-clause (e) of this sub-clause.

10.2 Part-Time Teachers

Notwithstanding the conditions prescribed by sub-clause 10.1 of this section, the following conditions apply to part-time teachers.

- (a) Redundancy provisions do not apply to a part-time teacher where the reduction in contact time is less than or equal to 25% of the teachers contact time.
- (b) If the School can substantiate that the volume of work in any section of the school has diminished to the extent that a partial redundancy in excess of 25% of contact time is necessary, a teacher may agree to accept a partial redundancy or may, within 1 month, elect to declare the whole position redundant in which case the redundancy provisions of this clause will apply. If a partial redundancy is accepted, pro-rata compensation as prescribed by sub-clause 10.1 (e) of this sub-clause will be paid.
- (c) The School will maintain such records that allow, in the event of redundancy, a calculation of any redundancy entitlement.

10.3 Fixed Term Contract Teachers

- (a) Redundancy provisions do not apply to to a teacher engaged under a fixed term contract or a teacher engaged under a special funding arrangement for a project or for the duration of the funding

PART III - SALARIES AND RELATED MATTERS

11. SALARIES

11.1 Absorption of Safety Net Adjustments

PROVIDED THAT; salaries do not fall below those specified in the Educational Services (Teachers) Award 2010 the Fair Work Commission adjustments granted during the life of the Agreement will be absorbed in the salary levels applicable under this Agreement.

11.2 Salaries

- (a) For the life of this agreement this sub-clause overrides sub-clauses 14(1) and 14(2) of the Educational Services (Teachers) Award 2010.
- (b) Effective from the date of the lodgement of the agreement, the minimum salary payable to a full time employee will be determined in accordance with clause 13 of the Educational Services (Teachers) Award 2010, and the following table:

Salary Scale	1/7/2013	% Increase	1/2/2015	1/2/2016	1/2/2017
Step 1	\$51,620.00		\$51,620.00	\$51,620.00	\$51,620.00
Step 2	\$54,444.00		\$54,444.00	\$54,444.00	\$54,444.00
Step 3	\$56,916.00		\$56,916.00	\$56,916.00	\$56,916.00
Step 4	\$59,387.00		\$59,387.00	\$59,387.00	\$59,387.00
Step 5	\$61,823.00	0.25%	\$61,978.00	\$62,133.00	\$62,289.00
Step 6	\$64,246.00	0.50%	\$64,568.00	\$64,891.00	\$65,216.00
Step 7	\$66,815.00	0.75%	\$67,317.00	\$67,822.00	\$68,331.00

Step 8	\$69,398.00	1.00%	\$70,092.00	\$70,793.00	\$71,501.00
Step 9	\$71,950.00	1.25%	\$72,850.00	\$73,761.00	\$74,683.00
Step 10	\$74,218.00	1.50%	\$75,332.00	\$76,462.00	\$77,609.00
Step 11	\$77,524.00	1.75%	\$78,881.00	\$80,262.00	\$81,667.00
Step 12	\$82,558.00	2.00%	\$84,210.00	\$85,895.00	\$87,613.00

11.3 Senior Classroom Teacher

The minimum annual salary payable to a Senior Classroom Teacher is the appropriate step of the salary scale plus 4%.

11.4 Responsibility Allowances

Responsibility allowances for higher duties undertaken on a regular basis are individually negotiated between the School and the employee involved. Employee's required to undertake greater responsibility may request additional class release time in lieu of a financial allowance.

11.5 Daily Rate and Hourly Rate

(a) Where appropriate, Casual Teachers excepted, the daily rate of pay shall be calculated by applying the following formula.

Salary step rate / 260.90 (52.18 weeks x 5) = Daily Rate

(b) Where appropriate, Casual Teachers excepted, the hourly rate of pay shall be calculated by applying the following formula.

Daily rate / 7.5 (37.5 hours per week / 5) = Hourly Rate

12. PAYMENT OF SALARY

12.1 Salary will be paid every Wednesday fortnight, for the pay period ending on the Friday of that week.

12.2 Payment will be made by direct bank deposit to the institution and account of the teacher's choice or some other method mutually agreed. In the event that the transfer is not finalised on the usual day, teachers will be notified of the delay as soon as possible.

13. SALARY PACKAGING

13.1 This section will facilitate the provision of salary and benefit packages to employees whose employment is covered by this Agreement. Eligible employees may negotiate packaging of their salary with the School's Business Manager and, with the approval of the Board, in any manner that suits their individual requirements, provided that it does not have negative financial implications for the School.

13.2 For the purpose of this section:

- (a) **Benefits** means the benefits selected by the employee from the benefits provided by the employer.
- (b) **Benefit(s) Value** means the amount specified by the employer as the cost to the employer of the benefit(s) provided including fringe benefits tax and packaging fee, if any.
- (c) **Fringe Benefits Tax** means tax imposed by the Fringe Benefits Tax Act 1986 (Cth).

13.3 Except as provided by this section, an employee must be employed:

- (a) at a salary based on the salary scale detailed in sub-sub-clause – Salaries of this Agreement, and
- (b) on terms and conditions not less than those prescribed in this Agreement, or
- (c) where the terms and conditions are not covered by this Agreement, not less than those terms and conditions prescribed by the Educational Services (Teachers) Award 2010.

13.4 The employer may offer to provide and the employee may agree in writing to accept:

- (a) the Benefits selected by the employee from those made available by the employer, and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the employee under sub-clause 13.3 of this section in the absence of an agreement under this section.

13.5 The Benefits will be those made available by the employer.

13.6 The employer must advise the employee in writing of the Benefit Value and any packaging fee that will apply before the employee and the employer enter into an agreement pursuant to sub-clause 13.4 of this section.

13.7 The employee authorises the employer to make the appropriate adjustments to the employee's salary in sub-sub-clause 13.4(b) as a consequence of any change to a Benefit(s) Value or packaging fee that may apply.

13.8 The employee shall be liable for any Fringe Benefit Tax (or other tax) and any packaging fees payable on any Benefit provided to the employee under this sub-clause.

13.9 Where, during the currency of an Agreement entered into under sub-clause 13.4 of this sub-clause:

- (a) an employee takes leave on full pay, the employee will receive the benefits and salary referred to in sub-clause 13.4 of this sub-clause;

- (b) an employee takes leave without pay, the employee is not entitled to any benefits during the period of leave;
- (c) an employee takes leave on less than full pay, the employee will receive:
 - (1) the benefits, and
 - (2) an amount of salary calculated by applying the formula:

$$A = W \times P\% - [(100\% - P\%) \times B]$$

where:

W = the salary determined under sub-clause 13.4 of this sub-clause

P = the percentage of salary payable during the leave

B = the Benefit Value

A = the amount of salary

13.10 Any other payment under this Agreement calculated by reference to the employee's salary, however described, and payable:

- (a) during employment;
- (b) on termination of employment in respect of untaken paid leave, or
- (c) on death

will be at the rate of pay which would have applied to the employee under sub-clause 13.3 of this section, in the absence of an Agreement under sub-clause 13.4 of this section.

13.11 Where, in relation to any packaging arrangement entered into between the employer and an employee, an overpayment or any other liability occurs as a result of a mistake of fact;

- (a) the employer shall be entitled to reimbursement of any overpayment; and/or
- (b) the employee shall be responsible for any other liability incurred.

PROVIDED THAT; where the reimbursement of any overpayment or liability is to be made by the employee to the employer the repayment schedule shall be determined by negotiation between the employer and the employee.

PART IV - FAITH BASIS OF SCHOOL

14. FAITH BASIS OF SCHOOL

14.1 Statement of Faith

“It is an essential condition of employment that a teacher possesses and maintains a firm personal belief consistent with the Educational Creed of the School. This personal belief should be reflected through the teacher’s actions within the school and the wider community. An active commitment to a Christian church holding doctrinal position consistent with the Educational Creed, is something that each teacher should value and maintain. This active commitment should be reflected by regular and frequent attendance at the Church’s worship services and/or life groups.

Should a teacher, at any stage, feel that they are struggling with their personal faith, or their active commitment to an appropriate Christian church, they are encouraged to inform the management of school, and if necessary seek counselling. If after seeking counselling the teacher is still unable to restore their personal belief consistent with the Educational Creed of the School, and/or active commitment to a Christian church holding doctrinal position consistent with the Educational Creed, the Board holds the right to discuss any further actions that need to be made, including the termination of the teacher’s employment.”

14.2 Lifestyle and Values

The parties acknowledge that:

- (a) 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
- (b) These teachings are expounded in many of the School's public and internal documents, including the Statement of Faith
- (c) These documents reflect the School's understanding of the lifestyle and values which all staff members of the School regardless of their role are required (subject to the provisions of the relevant equal opportunity/anti-discrimination legislation) to respect and maintain at all times and are to be understood as source documents, defining the School's doctrines, tenets, beliefs and teachings
- (d) 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 sub-clause 14.2 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 staff members of the school are required to be seen to conduct themselves in the course of, or in connection with their work, in a manner consistent with these teachings and beliefs and in accordance with the Christian ethos of the 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

- (f) 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.
- (g) If a teacher 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
- (h) If a dispute arises in connection with this clause it shall be dealt with in accordance with clause 25

PART V - HOURS OF WORK

15. HOURS OF WORK

15.1 Hours of Work

- (a) The standard hours of work will be set out in the annual letter of offers between the school and the individual teacher. The school requires all teachers to be onsite outside of their timetabled classes with a standard full day being 7.5 hours.
- (b) This clause is to be read in conjunction with section 19 of the Educational Services (Teachers) Award 2010 and Division 3 of the National Employment Standards as a part of Fair Work Act 2009.
- (c) In accordance with the provisions of clause 26 of this agreement the employer and an individual employee may negotiate flexible hours of work.
- (d) PROVIDED THAT; any agreement reached under sub-sub-clause 14.1(b) is subject to the mutual agreement of both the employer and the employee and that a daily ceiling of six (6) hours of timetabled classes applies to any arrangement for when work is performed. The standard full day may be overridden by an individual flexibility agreement agreed between the employer and an employee in accordance with the protocol set out by clause 26 of this agreement and the Fair Work Act 2009.

15.2 Non-Contact Time

- (a) Full-time junior school teachers have a minimum of 2 clear hours per week free from normal class contact for preparation and marking. Full-time middle and senior school teachers will have 0.2 FTE free from normal timetabled class teaching for preparation and marking, unless mutually agreed. Part-time teachers are entitled to the same entitlements on a pro-rata basis.

- (b) Junior school teachers are entitled to an additional 1 hour per fortnight free of full-class contact time for specific individual student tutoring/counselling.
- (c) The School retains the flexibility to reach agreement with teachers regarding an increase or decrease in contact hours for a short period based on teacher's experience and the day to day requirements of the school.
- (d) The following protocols will be followed when Senior Staff are covering teaching staff emergency (i.e. sickness, bereavement, carer's, parental or examination leave):
 - i. source casual teacher
 - ii. use staff with greatest non-contact time
 - iii. use staff free when coverage is required
 - iv. use area specific coordinators
 - v. Deputy Principal
 - vi. Principal

15.3 Additional Duties and Minimum Breaks

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 the school's recess or lunchtime periods.

For the purpose of calculating an employee's total ordinary hours of work, in accordance with Clause 19 of the Educational Services (Teachers) Award 2010, additional duties shall be counted as work time.

PROVIDED THAT additional duties shall not be counted as work time, or work, in respect of Clause 20 of the Educational Services (Teachers) Award 2010. For clarity, the school's recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

16. EXTRA-CURRICULAR ACTIVITIES

The existing arrangement whereby teachers are available for extra-curricular activities and/or co-curricular activities of the school outside normal school hours will continue without teachers introducing any claims for additional remuneration or conditions. In return, the School will not extend requirements beyond existing practices, unless mutually agreed through the school's consultative procedures.

PART VI - LEAVE AND HOLIDAYS WITH PAY

17. LONG SERVICE LEAVE

17.1 Entitlement

- (a) All teachers, excluding casual or replacement teachers, are entitled to 13 clear weeks long service leave on completion of 10 years continuous service with the School. Part-time teachers receive pro-rata salary payment based on their FTE at the time of commencement of the leave period.

- (b) On completion of 7 years continuous employment, the Board may, at its discretion, approve applications for long service leave in advance on a pro-rata basis ie. $7/10 \times 13/1$. Teachers granted long service leave in advance are required to give a commitment to subsequently completing 10 years continuous service.
- (c) Teachers must complete 10 years service to be eligible for payout of their Long Service Leave entitlement on resignation.

17.2 Applications

To allow the Board to arrange a replacement teacher and budget accordingly, applications for long service leave must be received by no later than 30 September in the year preceding the year in which long service leave is to be taken.

17.3 Repayment of Leave in Advance

Teachers granted long service leave pursuant to sub-clause 16.1(b) of this section, who subsequently terminate their employment prior to the completion of 10 continuous years service, for a reason other than one that would justify a pro-rata payment pursuant to Section 8 (3) of the Long Service Leave Act 1976, must either:-

- repay the amount of the leave payment received; or
- 4 weeks' salary, whichever is the lesser.

17.4 Other Long Service Leave Provisions

In all other respects, the Long Service Leave Act 1976 has continued application. Information regarding the application of the Act is available from the School, on request.

18. SCHOOL HOLIDAY LEAVE AND ANNUAL LEAVE

- 18.1** This section is to be read in conjunction with sections 21 and 22 of the Educational Services (Teachers) Award 2010.
- 18.2** Part time and full time employees who work a full year covered by this award are entitled to 4 weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with, school holiday leave.
- 18.3** Provided the provisions of sub-clause 18.2 are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each "school year" during the life of this agreement.

19 LEAVE WITHOUT PAY

19.1 Leave without pay may be granted at the employers discretion. Such leave does not break the employees continuity of employment, but is not counted as service and is not taken into account when determining other entitlements.

19.2 Teachers returning from leave without pay are entitled to a position commensurate with their qualifications and experience.

20. PERSONAL/CARERS LEAVE

20.1 In respect of personal leave and carers leave the conditions set out in Chapter 2, Part2-2, Division 7, Sub-divisions A, B and D of the Fair Work Act 2009 apply.

21. COMPASSIONATE LEAVE

In respect of compassionate (including bereavement leave) the conditions set out in Chapter 2, Part2-2, Division 7, Sub-divisions A, B and D of the Fair Work Act 2009 apply.

22. COMMUNITY SERVICES LEAVE

In respect of community services leave the conditions set out in Chapter 2, Part2-2, Division 8 of the Fair Work Act 2009 apply.

23. PUBLIC HOLIDAYS

23.1 This clause is to be read in conjunction with Chapter 2, Part2-2, Division 10 of the Fair Work Act 2009 apply.

23.2 Teachers are not required to attend school or perform any school duties on a day prescribed as a public holiday.

23.3 All teachers, other than casual teachers, are entitled to a day off with pay if a prescribed holiday, including show day (as defined), falls on a day which, if it were not for such holiday, the teacher would have been at work.

24 RETURNING FROM LONG TERM LEAVE

24.1 A staff member returning from long term leave, including Parental Leave does so in the position of "teacher". The allocation of duties (including the year group) remains the prerogative of the employer, who shall consider the wider needs of the school as well as the teacher's qualifications.

Please Note: For the purposes of this clause long term leave means any period of leave in excess of six months.

PART VII - CONSULTATION AND DISPUTE RESOLUTION

25. AVOIDANCE OF INDUSTRIAL GRIEVANCES

- 25.1** The School applies a biblical foundation to its approach to dispute resolution and is committed to the peaceful resolution of all questions, difficulties, claims or disputes without unnecessary recourse to any form of industrial action.
- 25.2** Any grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall first be dealt with by negotiation between the parties using the procedure set out in the Circular Head Christian Schools Grievance Response Policy.
- 25.3** For the purposes of this clause a *grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement* shall include an active condition of employment of;
- (a) this Agreement; and/or
 - (b) the Modernised Award; and/or
 - (c) the National Employment Standards.

PROVIDED THAT where a disputed condition of employment remains unresolved following negotiation between the parties the matter may be referred to Fair Work Australia (or any subsequent Authority which replaces FWA) for resolution (including arbitration).

26 AGREEMENT FLEXIBILITY TERM

- 26.1** For the life of this agreement an individual employee covered by this agreement and the employer may agree to an *individual flexibility arrangement* varying the effect of the agreement in relation to the employee and employer, in order to meet the genuine needs of the employee and employer.
- Individual flexibility arrangements* shall be discussed, developed and documented using the model flexibility term set out in Schedule 2.2 of the Fair Work Regulations, 2009.

- 26.2** For the purposes of this clause *Individual flexibility arrangements* may be agreed in relation to matters covered by;
- (i) this Agreement; or
 - (ii) the Modernised Award; or
 - (iii) both the Agreement and the Modernised Award;

PROVIDED THAT they are confined to the following matters:

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

PROVIDED THAT a daily ceiling of six (6) hours of timetabled classes applies to any arrangement for when work is performed.

27. AGREEMENT CONSULTATION TERM

For the life of this agreement the employer is required to consult the employees covered by this agreement in relation to any major workplace changes that are likely to have a significant effect on the employees. In such circumstances employees are allowed to be represented for the purposes of that consultation.

Where consultation is required by this clause the consultation will be conducted in accordance with the model consultation term set out in Schedule 2.3 of the Fair Work Regulations, 2009.


28. AGREEMENT VARIATIONS

Any proposal to vary this Agreement shall occur in accordance with the requirements of the Fair Work Act.


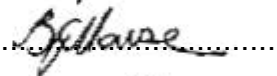

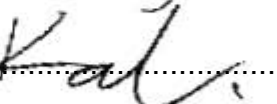
SIGNATURES

(a) **The Circular Head Christian Schools Inc.**

Paul William Arnold, Board Chairman.
23019 Bass Highway, Smithton, TAS 7330

Signature  Date 04/06/2015

(b) **The Circular Head Christian School Employee Committee:**

Name	Signature	Date
Laura Jane Berechree, Teacher PO Box 797, Smithton, TAS 7330		04/06/2015
Bronwyn Gae House, Teacher PO Box 802, Smithton, TAS 7330		04/06/2015
Despina King, Teacher PO Box 29, Smithton, TAS 7330		04/06/2015
Kai Mikael Mohell, Teacher PO Box 390, Smithton, TAS 7330		04/06/2015

Commissioner Lee
Fair Work Commission
11 Exhibition Street
MELBOURNE
Vic, 3000

4th June, 2015.

Dear Commissioner Lee

Re: AG2015/2818

Pursuant to section 186(6) of the Fair Work Act 2009 the Circular Head Christians Schools Inc undertakes that clause 25 of the agreement shall be of no effect and the following words be substituted to apply:

25. AVOIDANCE OF INDUSTRIAL GRIEVANCES

- 25.1** *The School applies a biblical foundation to its approach to dispute resolution and is committed to the peaceful resolution of all questions, difficulties, claims or disputes without unnecessary recourse to any form of industrial action.*
- 25.2** *Any grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall first be dealt with by negotiation between the parties using the procedure set out in the Circular Head Christian Schools Grievance Response Policy.*
- 25.3** *For the purposes of this clause a grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement shall include an active condition of employment of;*
- a. this Agreement; and/or*
 - b. the Modernised Award; and/or*
 - c. the National Employment Standards.*

PROVIDED THAT where a disputed condition of employment remains unresolved following negotiation between the parties the matter may be referred to Fair Work Australia (or any subsequent Authority which replaces FWA) for resolution (including arbitration). An employee may elect to nominate a representative of his or her choice to represent them at any stage of the dispute resolution process.

This undertaking will be of effect for the life of the agreement.

Yours Sincerely



Paul Arnold
Board Chairman



CIRCULAR HEAD
**CHRISTIAN
SCHOOL**

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