



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Leighland Christian Parent Controlled School Inc.
(AG2016/727)

LEIGHLAND CHRISTIAN SCHOOL TEACHING STAFF ENTERPRISE AGREEMENT 2015 - 2017

Educational services

COMMISSIONER GREGORY

MELBOURNE, 28 APRIL 2016

Application for approval of the Leighland Christian School Teaching Staff Enterprise Agreement 2015 - 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Leighland Christian School Teaching Staff Enterprise Agreement 2015 - 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Leighland Christian Parent Controlled School Inc. The Agreement is a single enterprise agreement.

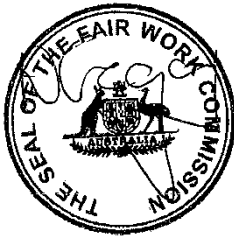
[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

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

[4] For the sake of clarity, I note that under the *Educational Services (Teachers) Award 2010*, employees who are not teachers employed in early childhood services operating for at least 48 weeks per year are not entitled overtime and/or penalty rates.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 May 2016. The nominal expiry date of the Agreement is 31 December 2017.



COMMISSIONER

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LEIGHLAND CHRISTIAN SCHOOL

Teaching Staff Enterprise Agreement

2015 – 2017

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

LEIGHLAND CHRISTIAN SCHOOL 2015 TEACHING STAFF AGREEMENT

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1. TITLE

This Agreement shall be known as Leighland Christian School Teaching Staff Enterprise Agreement 2015 – 2017.

2. SCOPE

This Agreement shall apply to The Leighland Christian School in respect of the employment of teachers.

3. PARTIES BOUND

The parties to this Agreement are:

- The Leighland Christian Parent Controlled School Association Inc. (the "employer"); and
- Full-time and Part-time teachers employed by the employer ("the employee")

4. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009 (Cth)*

Calendar year means the 12 months commencing on the 1st day of January and concluding on 31st of December in the same year

CEPA means Christian Educators Professional Association

Employer means Leighland Christian Parent Controlled School Association Inc.

FWC means Fair Work Commission

NES means the *National Employment Standards* as described in the *Fair Work Act 2009 (Cth)*

TRBT means Teachers Registration Board of Tasmania

5. SUPERSESSION

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

6. DATE AND PERIOD OF OPERATION

This Agreement shall come into effect from the beginning of the first full pay period commencing on or after 1 July 2015 (or the date of commencement determined by the Fair Work Commission if otherwise) and shall expire on 31 December, 2017.

7. RELATIONSHIP TO THE MODERNISED AWARD AND NES

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

In addition, the NES, 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:

- This Agreement incorporates the *Educational Services (Teachers) Award 2010*, as in force from time to time.
- 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.
- Where this Agreement is silent on a particular matter the relevant terms of the Award shall apply.
- Where this Agreement and the Award are silent on a particular matter the relevant terms of the NES shall apply.
- The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

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

8. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is:

- 8.1 To enhance the education process by continually providing a Christ-centred foundation and perspective within the structure of the curriculum in harmony with the ethos of the School, defined within the document Core Values, Vision and Mission of Leighland Christian School as adopted by the employer a copy of which is attached as annexure A;
- 8.2 To acknowledge that Leighland Christian 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 Leighland Christian School and its member families;
- 8.3 To acknowledge that the school is managed within the Constitution of the Association for Leighland Christian School and within the Association's policy framework;
- 8.4 To 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;
- 8.5 To safeguard and improve the quality of teaching and learning by encouraging the ongoing upgrading of professional skills and knowledge. The employer and employees acknowledge that this upgrading of skills and experience can best occur when the employer and employee share responsibility for professional development. This

professional development is to be achieved by undertaking both in-service and external courses and training during school time and during the teachers' time;

- 8.6 To accept a mutual responsibility to maintain a working environment which will ensure that the employer and its employees become genuine participants in, and contributors to, achieving the School's aims and objectives and developing its philosophy as outlined in the Working at Leighland document a copy of which is attached as annexure B;
- 8.7 To ensure the continuation of the stable industrial relations framework that exists in the School; and
- 8.8 To provide a safe working environment.

9. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)

Any grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall be dealt with by negotiation between the parties. 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;

- this Agreement; and/or
- the Modernised Award; and/or
- 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 FWC (or any subsequent Authority which replaces FWC) for resolution (including arbitration). An employee may choose to have a representative of their choosing (which may include the Independent Education Union of Australia), to act as their representative at any stage of the Dispute Resolution Process.

10. AGREEMENT FLEXIBILITY TERM

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

Individual flexibility arrangements shall be discussed, developed and documented in accordance with the requirements of the model flexibility term set out in Schedule 2.2 of the *Fair Work Regulations, 2009*.

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

- this Agreement; or
- the Modernised Award; or
- both the Agreement and the Modernised Award;

PROVIDED THAT they are confined to the following matters:

- arrangements for when work is performed; or
- allowances; or

- leave loading.

(It should be noted that neither the Modernised Award, nor this Agreement, contain terms relating to overtime rates and/or penalty rates. On that basis these matters have been excluded from the standard list of matters.)

11. AGREEMENT CONSULTATION TERM

11.1 Application

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.

11.2 Major Change

For a major change referred to in paragraph 11.1 a):

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) sub-clauses 11.3 to 11.9 apply.

11.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

11.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

11.5 As soon as practicable after making its decision, the employer must:

- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

- 11.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 11.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 11.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 11.2(a) and subclauses (11.3) and (11.5) are taken not to apply.
- 11.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 11.10 Change to regular roster or ordinary hours of work
- For a change referred to in paragraph 11.1 b):
- a) the employer must notify the relevant employees of the proposed change; and
 - b) subclauses 11.11 to 11.15 apply.
- 11.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 11.12 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 11.13 As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion--provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and

- iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 11.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 11.16 In this term:
"relevant employees" means the employees who may be affected by a change referred to in sub-clause 11.1.

12. JOB SECURITY AND FINANCIAL VIABILITY

The parties to the Agreement are committed to job security for teachers and the ongoing financial viability of the School.

13. SALARIES AND ALLOWANCES

13.1 Absorption of Safety Net Adjustments

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

13.2 Annual Adjustments

The parties to this Agreement agree that the annual pay scale salary rates detailed in sub-clause 13.3 herein shall apply, from the date indicated, during the life of this Agreement.

13.3 Teacher Salaries

For the life of this Agreement this sub-clause overrides sub-clauses 14(1), and 14(2) of the *Educational Services (Teachers) Award 2010*.

<u>Leighland Christian School Teacher Salaries 2015 to 2017</u>			
Effective Date of Increase	From 1 July 2015	Ffpp* commencing on or after 1 January 2016	Ffpp* commencing on or after 1 January 2017
% Increase Applied		2.00%	2.00%
Step 1	\$55,678	\$56,792	\$57,927
Step 2	\$58,041	\$59,202	\$60,386
Step 3	\$60,439	\$61,648	\$62,881
Step 4	\$62,621	\$63,873	\$65,151
Step 5	\$64,990	\$66,290	\$67,616
Step 6	\$67,348	\$68,695	\$70,069
Step 7	\$69,840	\$71,237	\$72,662
Step 8	\$72,350	\$73,797	\$75,273
Step 9	\$74,832	\$76,329	\$77,855
Step 10	\$76,819	\$78,355	\$79,922
Step 11	\$80,030	\$81,631	\$83,263
Step 12	\$85,546	\$87,257	\$89,002

ffpp = first full pay period.

13.4 Entry Point and Progression

Entry points and progression shall be determined by reference to sub-clause 13.4 of the *Education Service (Teacher's) Award 2010*.

Full time and Part time teachers with an FTE of 0.50 or more will progress at the rate of one scale step in the teaching salary scale for each completed full school year of continuous service. Part time teachers with an FTE of less than 0.50 will progress one scale step in teaching salary scale after every two complete school years of continuous service.

13.5 Responsibility Allowance

Responsibility allowances for higher duties undertaken on a regular basis are individually negotiated between the School and the employee involved.

13.6 Overnight/Camp Allowances

Where a teacher in a calendar year attends more than one (1) overnight student excursion/camp where they are responsible for the care of students in their capacity as a teacher, that teacher will be entitled to an overnight allowance of \$50 per night for any subsequent overnight student excursion/camp after the initial overnight

student excursion/camp that they attend in the calendar year.

14 ATTENDANCE DAYS

- 14.1 For the life of this Agreement this section prevails over Part 5, sub-clause 19.7 of the Educational Services (Teachers) Award 2010.
- 14.2 The employer will provide written notice of the term weeks and days in non-term times on which the employees are required to attend in each calendar year 6 months prior to the commencement of that calendar year.

15 UNFORESEEN HARDSHIP

- 15.1 It is recognised by the parties to this Agreement that the agreed salary increases place a significant and long term, financial commitment on the employer. It is further recognised that there may be unforeseen events or circumstances beyond the control of the employer (e.g. sharp or steady decline in enrolments, change in funding, etc) which may, at some stage during the life of this Agreement, seriously impact on the employer's ability to pass on the salary increases outlined in this Agreement.
- 15.2 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 Independent Education Union, Victoria Tasmania Branch (IEU Vic/Tas Branch) to arrange urgent discussions on the matter. In such circumstances IEU Vic/Tas Branch 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.
- 15.3 The parties are obliged to attempt to resolve the matter in good conscience, and to seek an outcome which is both timely and does not place an excessive burden on either the employees or the employer (including minimising the impact on the operational needs of the school and students).
- 15.4 Where agreement can be reached the parties will seek to ratify the arrangement in accordance with the provisions of Part 2.4, Division 7 of the Fair Work Act 2009.
- 15.5 Where agreement on a proposal cannot be reached within a period of two weeks from the date of notice provided by the employer under sub-clause 14.2 herein, or such other period as agreed, the parties are to seek the assistance of Fair Work Commission.

16 PROFESSIONAL DEVELOPMENT

16.1 Definition of Professional Development and Notice Periods

The parties agree that the Principals will determine what is considered Professional Development.

That the notice period for employees to request particular professional development and for the employer to require employees to attend particular professional development shall be as follows:

- For internal professional development 4 weeks;
- For external professional development 2 weeks

Where sufficient notice cannot be provided as a result of the late notification of a particular course the option to attend the course shall be at the discretion of the employee where the employer has requested they attend or at the discretion of the Principal where the employee has requested they attend.

16.2 CEPA Membership

The parties agree that for future professional development to ensure that the school remains true to its vision and mission, membership of CEPA will form an essential part of Professional Development for employees. The employer commits to paying for the membership fee for employees for the life of this Agreement.

16.3 Certificate of Christian Education

The employees commit to undertaking the Certificate of Christian Education during the term of this Agreement. The Certificate of Christian Education comprises of the following:

- 16.3.1 It is a one day course run by National Institute of Christian Education; and
- 16.3.2 All requirements to complete the course are undertaken during the course and no outside additional work is required.

17 NO FURTHER CLAIMS

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

18 OTHER MATTERS

18.1 Casual Employee

18.1.1 For the life of this Agreement this sub-clause overrides sub-clauses 14(5)(a) and 14(5)(b) of the *Educational Services (Teachers) Award 2010* in respect of the Step level salary and casual loading on which the payment for a casual employee's working less than 5 days is based. The calculation method for determining a quarter day, half day and full day set out in the Award sub-clause shall continue to apply.

18.1.2 The employee is entitled to the appropriate hourly payment plus a casual loading of 20% for each hour, or part thereof, worked on a day.

PROVIDED THAT, the minimum daily payment to which a casual employee shall be entitled is a quarter day, irrespective of the hours worked (if less than the equivalent of a quarter day).

18.2 Replacement Teacher

18.2.1 Replacement teacher means a teacher who is employed for a limited period not to exceed three (3) years duration in order to replace a teacher who is on leave, temporarily transferred or promoted.

18.2.2 The employer may employ a replacement teacher on either a full-time or part-time basis.

18.2.3 The employer will pay a replacement teacher at a rate on the salary scale detailed in this Agreement, based on the teacher's qualifications and number of years experience as a teacher.

18.2.4 The replacement teacher will be entitled to personal leave, school holiday leave and annual leave in accordance with their terms of engagement and FTE.

18.2.5 Before a replacement teacher is employed, the employer shall inform that person in writing of:

- a) The temporary nature of the employment;
- b) the conditions of employment that are applicable under this Agreement, the Award and the NES;
- c) the rights under this Agreement, the Award and the NES of any teacher who is being replaced.

18.3 Contact Time

Contact time for a full time secondary teacher shall be a maximum of 40 hours per fortnight. A full-time teacher teaching secondary classes may be allocated a contact time above 40 hours per fortnight by negotiation between the individual staff member and the School management.

A full time primary teacher shall have a minimum of 2 clear hours per fortnight free for preparation and marking.

A First Year Teacher shall be entitled to a 10% lower contact time, for the first calendar year of the employment at the School, than otherwise allocated to a full-time teacher, if the beginning teacher desires. A part-time First Year Teacher shall be entitled to a similar pro-rata reduction in contact time.

For the purposes of this clause, a First Year Teacher is defined as a qualified teacher, registered as a teacher by the TRBT, who is in their first year of employment as a teacher. A first year teacher does not include an unqualified teacher nor a person teaching on a Limited Authority to Teach.

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

18.4 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:

- a) Non-cash benefits, valued by the employer according to the cost to the employer of the benefit provided, including any Fringe Benefits Tax, and
- b) 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.
- c) Salary sacrificing of up to 25% of school fees.

18.5 Long Service Leave

Employees covered by this Agreement shall be entitled to 13 weeks long service leave after 10 years continuous service, and the provisions of Sections 8.(2) (a); 8.(2) (b) and 8.(4) of the Long Service Leave Act 1976 (Tas) will apply with modification to conform with this entitlement. All other conditions relating to long service leave, will be as set out in the Long Service Leave Act 1976

18.6 Workplace Health and Safety (WH&S)

All employees shall take reasonable care for their own health and safety and to ensure their acts or omissions do not adversely affect the health and safety of others. Employees are required to comply with all legal requirements and the Leighland Christian School's WH&S policies and procedures.

18.7 Additional Duties and Minimum Breaks

18.7.1 For the purpose of this sub-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.

18.7.2. 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.

18.8 School Holiday Leave and Annual Leave

18.8.1 Part time and full time employees who work a full year covered by this Agreement are entitled to 4 weeks annual leave, which is to be taken during, and in conjunction with, non-term weeks.

18.8.2 Provided the provisions of sub-clause 18.8.1 are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each calendar year during the life of this Agreement.

19 PAID PARENTAL LEAVE

19.1 Paid Parental Leave for Female Staff

19.1.1 A teacher who is eligible for parental leave in accordance with the provision of Division 4 of the NES shall be entitled to parental leave in accordance with the terms of this clause.

19.1.2 Paid parental leave entitlement accrues on the following basis:

19.1.2.1 A teacher who has not previously taken parental leave is entitled to;

- a) 2 weeks paid parental leave after the completion of one year's service, and
- b) a further 2 weeks paid parental after completion of her second year of service; and
- c) a further 2 weeks paid parental after completion of her third year of service;

PROVIDED THAT in each instance the teacher's service has been continuous (otherwise the date of entitlement shall be adjusted accordingly).

- 19.1.2.2 A teacher who has previously taken parental leave in the employment of the employer is entitled to;
- a) 2 weeks paid parental leave after the completion of one year's service following their return to work after her previous parental leave, and
 - b) a further 2 weeks paid parental after the completion of a further one year of service (i.e. completion of her second year following return); and
 - c) a further 2 weeks paid parental after the completion of a further one year of service (i.e. completion of her third year following return);

PROVIDED THAT in each instance the teacher's service has been continuous (otherwise the date of entitlement shall be adjusted accordingly).

- 19.1.3 No school holiday or annual leave shall be accrued by an employee whilst they are on paid parental leave.
- 19.1.4 Payment for the period of paid leave shall be made in the pay period concluding immediately before the commencement of the parental leave.
- 19.1.5 Where a teacher decides not to return to work following a period of parental leave, the teacher is required to provide the school with written notice, at least 7 weeks prior to their scheduled date of return to work.
- 19.1.6 A teacher shall be required to complete a period of at least 12 months continuous service following her return to work from parental leave before being eligible for a further period of paid parental leave in accordance with the above clauses.

19.2 Paid Parental Leave for Male Staff

A male teacher who is eligible for parental leave in accordance with the provisions of Division 4 of the NES shall be eligible for two (2) days paid parental leave.

20 FAITH BASIS OF SCHOOL

20.1 Statement of Faith

- 20.1.1 It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that a teacher 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, all teachers are expected by the School 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.
- 20.1.2 Should a teacher 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 teacher shall inform the School.

- 20.1.3 If the situation continues after counselling and an opportunity for restoration, the School may terminate the teacher's employment.

20.2 Lifestyle and Values

The parties acknowledge that:

- 20.2.1 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
- 20.2.2 These teachings are expounded in many of the School's public and internal documents, including the Statement of Faith.
- 20.2.3 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.
- 20.2.4 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 20.2 of this Agreement are included in good faith to avoid injury to the essence of the adherents of the Christian Faith.
- 20.2.5 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.
- 20.2.6 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.
- 20.2.7 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.
- 20.2.8 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.
- 20.2.9 If a dispute arises in connection with this clause it shall be dealt with in accordance with clause 9.

21 SIGNATURES


Signed for and on behalf of:

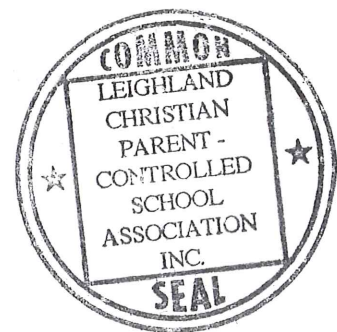
The Employer - The Common Seal of the Association for Leighland Christian Parent Controlled School Association Inc. was affixed in accordance with the provisions of the Constitution of the Association in the presence of the undersigned Directors.

Name	Signature	Date
JEFFREY GRIFFITHS		30/3/14
ADAM WOOD		30/3/16

Signed for and on behalf of:

The teachers employed by the employer under the scope of the *Educational Services (Teachers) Award 2010*;

Name	Signature	Date
Janine Gibson		30/03/2016
M. J. Purton	Michael Purton	30.3.2016



21 SIGNATURES

Signed for and on behalf of:

The Employer Representatives - The Common Seal of the Association for Leighland Christian Parent Controlled School Association Inc. was affixed in accordance with the provisions of the Constitution of the Association in the presence of the undersigned Directors.

Full Name: DAVID MANCLE GREY

Signature: David Grey 20/4/16

Position: Business Manager

Address: 2 Tolunah St., Burnie, TAS 7320

Full Name: Sherilyn Heather Vander Vlist

Signature: [Signature] 22/4/2016

Position: Principal

Address: 260 Back Lane Road Somerset TAS 7322

Signed for and on behalf of:

Employee Representatives:

The teachers employed by the employer under the scope of the *Educational Services (Teachers) Award 2010*;

Full Name: Janine Lynette Gibson

Signature: JGibson 22/4/16

Position: Learning Enrichment Teacher

Address: 22 Thomas St, Ulverstone, TAS 7315

Full Name:

Signature:

Position:

Address:



Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.