



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Christ Church Grammar School
(AG2018/913)

CHRIST CHURCH GRAMMAR SCHOOL INC (SUPPORT STAFF ENTERPRISE BARGAINING) AGREEMENT 2018

Educational services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 7 JUNE 2018

Application for approval of the Christ Church Grammar School Inc (Support Staff Enterprise Bargaining) Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Christ Church Grammar School Inc (Support Staff Enterprise Bargaining) Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Christ Church Grammar 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, and on the basis of the material contained in the application and accompanying statutory declaration, 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 application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[5] The Independent Education Union of Australia, and the Australian Nursing and Midwifery Federation, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) and based on the statutory declarations provided by the organisations, I note that the Agreement covers those organisations.

[6] The Agreement was approved on 7 June 2018 and, in accordance with s.54, will operate from 14 June 2018. The nominal expiry date of the Agreement is 31 December 2020.



DEPUTY PRESIDENT

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/913

Applicant:

Christ Church Grammar School

Undertaking- section 190

I, John Price, Director of Finance of Christ Church Grammar School give the following undertakings with respect to the Christ Church Grammar School Inc Support Staff Enterprise Bargaining Agreement 2018:

1. I have the authority given to me by Christ Church Grammar School to provide this undertaking in relation to this application before the Fair Work Commission.
2. The School appreciates the current statement is open to interpretation. Therefore, the School is committed to full-time and part-time employees accumulating personal leave during a year of work. It starts to build up from an employee's first day of work and is based on the number of hours they work.
3. The School will apply the provision for the adoption of child who is under 16 years of age in the parental leave clause 11(4)(iv).
4. The School will recognise any other day or part-day declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory (or a region of the State or Territory) as a public holiday.

Employer name: John Price

Authority to sign: Director of Finance

Signature:



Date: 05/06/18

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.

1. – TITLE

This Agreement will be known as the Christ Church Grammar School Inc (Support Staff Enterprise Bargaining) Agreement 2018.

2. – ARRANGEMENT

1. Title
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3. - PARTIES TO THE AGREEMENT

This Agreement is made between Christ Church Grammar School Inc (the School) and

- The Independent Education Union of Western Australia, Union of Employees;
- Australian Nursing and Midwifery Federation (WA Branch).

4. - COVERAGE

- (1) This Agreement shall apply to all staff who are employed within the Classifications of the Educational Services (Schools) General Staff Award 2010 and who are members or are eligible to be members of the Unions party to this Agreement.
- (2) The estimated number of staff employed within the scope of the award is 129.

5. - DATE AND DURATION OF AGREEMENT

- (1) This Agreement shall come into effect from 7 days following the date of approval by the Fair Work Commission and shall apply until 31 December 2020. The parties agree to meet no later than six months before the end of 2020 to review the Agreement.
- (2) The Agreement remains in operation after its nominal expiry date unless varied, terminated or replaced by the new enterprise agreement in accordance with the Act.
- (3) The salary increases will come into effect in the first full fortnightly pay period each calendar year.

6. - RELATIONSHIP TO PARENT AWARD

- (1) Subject to sub clause (2) of this clause, the terms of the below mentioned Award, as those terms stood at the date of certification of this Agreement, are incorporated into this agreement and bind the relevant parties to this agreement as if those terms were set out in the body of this agreement.

Education Services (Schools) General Staff Award 2010

- (2) Where there is any inconsistency between this Agreement and the relevant award this Agreement will prevail to the extent of the inconsistency.

7. - OBJECTIVES

The purposes of this agreement are to:

- (1) Consolidate and develop further, initiatives arising out of the award restructuring process.
- (2) Accept a mutual responsibility to maintain a working environment which will ensure that the School and its staff become genuine participants and contributors to the School's aims, objectives and philosophy.
- (3) Safeguard and improve the quality of teaching and learning, and the productivity of services at the School by emphasising the upgrading of professional skills and knowledge. The School and the staff acknowledge that this upgrading of skills and experience can best occur when both the School and staff share responsibility for professional development by undertaking both in-service and external courses and training partly during School time and partly during the staff member's time.

8. - FLEXIBILITY ARRANGEMENTS

- (1) The Parties 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 Christ Church Grammar School and the employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Christ Church Grammar School and employee.
- (2) Christ Church Grammar School 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) Christ Church Grammar School must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Christ Church Grammar School and employee; and
 - (c) is signed by the Christ Church Grammar School 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) Christ Church Grammar School must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) Christ Church Grammar School 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 Christ Church Grammar School and employee agree in writing — at any time.

9. - SALARY RATES

- (1) The minimum annual rate of salary payable to members of staff engaged in the classifications prescribed in 9(10) below shall be increased in 2018 by 1.5%, and by a further 2.0% in 2019 and by a further 2.0% in 2020.
- (2) Annual Leave Loading of 17.5% of 4 weeks' salary is now included in the annual salary.
- (3) In the event of any safety net adjustment being applied in future to any or all of the relevant awards/appendices, such adjustment shall be absorbed into the salary rates prescribed by this Agreement.

- (4) Each staff member shall be placed in one of the levels dependent upon classification, qualification and experience.

An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level. Such annual increments shall be on the basis of full time employment. Part time employees are required to achieve full time equivalent before qualifying for this increment.

- (5) If during progression through the salary steps, and at least two months prior to the employee's next annual increment, the School considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.
- (6) Such reasons should indicate the areas where the School considers improvement is required.
- (7) If the improvement required is achieved within three months, then the employee shall proceed to his/her appropriate salary level.
- (8) An employee shall only progress from one level to another in accordance with the provisions prescribed in clause 10.4.
- (9) The new structure further recognises that individual employees may be asked to assume greater responsibility and as such, their classification will be examined to determine the correct level.
- (10) For the purposes of determining weekly or fortnightly salary, the annual salaries shall be divided by 52.16 or 26.08 respectively.
- (11) Classifications and Salary
- (a) The minimum annual rate of salary is payable to members of staff engaged in the classification prescribed below.

Level 1

The employee at this level requires no prior experience or formal qualification in the performance of the job and works under direct or general supervision.

	2018	2019	2020
1.1	\$53,043	\$54,104	\$55,186
1.2	\$54,270	\$55,355	\$56,462
1.3	\$55,497	\$56,607	\$57,739
1.4	\$56,724	\$57,858	\$59,015
1.5	\$57,956	\$59,115	\$60,298
1.6	\$59,186	\$60,370	\$61,577

Level 2

The employee at this level performs duties under general supervision, is competent in the performance of tasks associated within Level 1 positions and, if the position requires, will have acquired some recognised trade or other relevant qualifications. Some employees at this level will supervise other staff under direction.

	2018		2019		2020
2.1	\$60,412		\$61,621		\$62,853
2.2	\$61,642		\$62,875		\$64,133
2.3	\$62,872		\$64,130		\$65,412
2.4	\$64,102		\$65,384		\$66,692
2.5	\$65,331		\$66,638		\$67,970
2.6	\$66,562		\$67,893		\$69,251

Level 3

The employee at this level is competent and skilled and performs duties under direction but with a significant degree of autonomy. The employee will have acquired some recognised trade or other relevant qualifications. Some employees at this level will manage a team under direction.

	2018		2019		2020
3.1	\$67,790		\$69,146		\$70,528
3.2	\$69,016		\$70,397		\$71,804
3.3	\$70,247		\$71,652		\$73,085
3.4	\$71,475		\$72,904		\$74,362
3.5	\$72,706		\$74,160		\$75,643
3.6	\$73,930		\$75,409		\$76,917

Level 4

The employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. Employees at this level will manage a team under direction or have responsibilities of similar standing. The employee will have TAFE/Tertiary or equivalent qualifications.

	2018		2019		2020
4.1	\$75,161		\$76,664		\$78,198
4.2	\$76,390		\$77,918		\$79,476
4.3	\$77,621		\$79,174		\$80,757
4.4	\$78,851		\$80,428		\$82,037
4.5	\$80,077		\$81,679		\$83,313
4.6	\$81,306		\$82,932		\$84,591

Level 5

The employee at this level, through formal qualification or job responsibility, is not only fully competent in the performance of the position but also has a high degree of autonomy, initiative and discretion in the work program and is responsible for the supervision of other employees.

	2018		2019		2020
5.1	\$82,535		\$84,186		\$85,869
5.2	\$83,763		\$85,438		\$87,147
5.3	\$84,991		\$86,691		\$88,425
5.4	\$86,221		\$87,946		\$89,705
5.5	\$87,450		\$89,199		\$90,983
5.6	\$88,679		\$90,452		\$92,261

* In the event that the Consumer Price Index as it relates to Perth increases by in excess of 3% in the twelve month period to 31 December 2019 then the parties may

recommence negotiations related to the agreed salary increase in the 3rd year of the agreement (i.e. from 1 January 2020).

** The annual leave loading entitlement, of 17.5% of 4 weeks' salary, was included in the salaries specified in this agreement in 2015.

(b) Junior Classification

An employee under the age of 20 years shall receive the following percentages of the rate appropriate to Level 1:

Under 17 years of age:	60%
17 years of age:	70%
18 years of age:	80%
19 years of age:	90%

(c) No Reduction

Nothing herein contained shall entitle the School to reduce the salary of any staff member who at the date of this Agreement was being paid a higher rate than the minimum prescribed for the staff member's classification at that time.

10. – WORKING CONDITIONS

(1) Hours of Work

(a) Administrative & Technical Officer (ATO)

- (i) A full-time Administrative & Technical Officer (ATO) employee will be engaged to work an average of 37.5 hours per week (Monday to Friday inclusive) and the hours of duty per day shall be fixed by agreement between the Employee and the School, for a minimum of 40 weeks per year.
- (ii) In the absence of any agreement reached in accordance with sub-clause 10(2) Flexibility of Hours of this Agreement, the ordinary hours of duty shall not exceed 37.5 hours per week, and shall be worked on Monday to Friday, between the hours of 6.00am and 6.00pm, or by mutual agreement between the Employee and School.

(b) Education Assistants

- (i) A full-time Education Assistant (EA) will be engaged to work an average of 32.5 hours per week, up to 33.5 hours per week.
- (ii) A Education Assistant left 'in charge' of pupils where a Teacher is not directly supervising the EA for a timetable period shall be paid at his/her ordinary rate, plus 10%, for the period for which they are left 'in charge', provided that if the period for which the employee is left 'in charge' exceeds three days then they shall be paid at the ordinary rate plus 20% for the whole period for which they are in charge.

(2) Flexibility of Hours

- (a) The parties recognise that there is a wide range of duties and responsibilities included in the support of programs in a Day and Boarding School. By necessity these duties and responsibilities are undertaken at a range of times during each 24-hour span each day of the week.
- (b) The increases within this agreement are, in part, recognition of the requirement for employees to work overtime and as such ordinary rates will be paid until an employee works in excess of 90 hours per fortnight after which the relevant penalty rates will apply.
- (c) The employee may choose to take any hours additional to their usual hours as payment for hours worked or as time in lieu. The time in lieu taken in accordance with this sub-clause shall be at such time as agreed between the School and employee.
- (d) If an employee is required to work on a gazetted public holiday, ordinary rates will be paid for the time worked and an additional day in lieu shall be taken at such time as agreed between the employer and employee.
- (e) The normal hours to be worked by each employee shall be as stated in their letter of appointment and this letter shall be revised whenever a change in normal hours is mutually agreed.
- (f) The parties recognise that there is no intention on the part of the School to seek to have employees work more than their prescribed normal hours on a regular basis.
- (g) The parties agree to discuss strategies providing for greater flexibility in working hours to meet the needs of the School program.

(3) Review of Work Practices

The parties agree to continue to monitor and improve the procedure for the review of work practices.

(4) Appraisal

A program of regular and mutually beneficial appraisal will be extended to all members of staff. There will be a balance between formative and summative dimensions of appraisal in the program.

Each staff member will be appraised at least once each three years. Where applicable, appraisal will coincide with other relevant appraisals, such as those reviewing the work and leadership of staff in positions of responsibility.

(5) Part-Time Employees

- (a) Part time employees shall have the expectation of continuity of service.
- (b) The School may vary the hours of employment of part time employees on an annual basis.
- (c) The part time employee shall be given at least seven weeks written notice of any variation, unless otherwise agreed by the School and the employee.
- (d) In determining the hours of a part time employee, the School acknowledges that such employees may wish to seek additional employment and agrees to negotiate hours of duty which, as far as practicable, suit the circumstances of the employee and the School.

(6) Professional Development

Professional development activities shall be undertaken partly in School time and partly in a staff member's own time; where feasible, in equal proportions.

There will continue to be consultation with staff members in the planning of professional development.

(7) Superannuation

- (a)
 - (i) The superannuation provisions contained in this agreement shall operate subject to the requirements and regulations of relevant Commonwealth Legislation.
 - (ii) Each staff member may nominate the fund to which superannuation contributions are to be made providing that the nominated fund is a complying fund that provides for a MySuper product.
 - (iii) The School shall notify the staff member of the entitlement to nominate a complying superannuation fund as soon as practicable.
 - (iv) The staff member and the School will be bound by the nomination of the staff member, unless the staff member and the School agree to change the complying superannuation fund or scheme to which contributions are made.
 - (v) The School will not unreasonably refuse to agree to a change of complying superannuation fund requested by the staff member.
- (b) School Contributions
 - (i) In accordance with Commonwealth Superannuation Guarantee Contribution (SGC) legislation the School will contribute a percentage of each staff members' salary to a complying fund. The School contribution will be 10.5 % of the staff member's gross salary, and that includes the percentage required under SGC legislative provisions.
 - (ii) In the absence of a nomination under sub clause 10 (7) (a) (ii) the School will make contributions to the School fund.
 - (iii) A staff member may nominate the School fund under sub clause 10 (7) (a) (ii) of this clause as the fund of choice to receive employer contributions made by the School.
 - (iv) School contributions for temporary and casual employees will be in accordance with SGC legislation provisions.
 - (v) When a staff member leaves the School (other than by normal retirement) vesting of School contributions made which exceed statutory provisions will be in accordance with the fund rules.
 - (vi) School contributions shall be paid at least monthly for each week of service that the eligible staff member completes with the School.
- (c) Employee Contributions
 - (i) Each staff member may elect to contribute a percentage of gross salary or a nominated sum to be deducted from fortnightly/monthly salary payments by way

of a member voluntary contribution to the fund of choice nominated in accordance with this clause.

- (ii) Staff members may elect to salary sacrifice member contributions so that they become an employer contribution deducted from their pre-tax gross salary.

(8) Education of Sons of Members of Staff

Until the Council decides otherwise, which it may do if it sees fit, a rebate for sons of Christ Church Grammar School staff will be given, but it is a condition of this concession that members of staff apply for entry for their sons promptly after they are born, or promptly after the member of staff's appointment.

(9) Insurance Cover

- (a) For the period of this Agreement, the School will provide the following insurance cover for all employees covered by this Agreement and subject to insurers' terms and conditions.
 - (i) Journey Insurance - Loss of income as a result of accident whilst travelling to or from work, limited to payment of normal salary for a period up to two years.
 - (ii) Personal Accident Insurance - Similar to that covering all students at the School but limited in extent to \$150,000 for claims resulting in Paraplegia or Quadriplegia.
 - (iii) Salary Continuance Insurance - Providing a benefit of 75% of normal salary for a period of up to two years following a deferment period of 90 days and subject to individual acceptance based on insurers' medical criteria.
- (b) The School acknowledges its intent to renew this insurance upon renewal of the Agreement subject to the cost being acceptable to the School.

(10) Redundancy Conditions and Payments

- (a) It is acknowledged that redundancy is a termination of services because the position the staff member occupied is no longer available.
- (b) In considering which employee is to be made redundant the school will:
 - (i) assess its needs;
 - (ii) look at the job being performed and not the individual;
 - (iii) look at any flexibility offered by the employees being considered;
 - (iv) check with staff as to future plans (for example, long service leave, early retirement options or leave without pay) which may impact on the need for a redundancy;
 - (v) give notice of not less than ten weeks to those employees affected;
 - (iii) terminate positions at the end of the school year whenever possible.

When there are a number of employees competing for a limited number of positions, decisions about which employees are to be retained will be made after a thorough review of the School's requirements in specific work areas and the qualifications of the employees.

- (c) The School will hold discussions with the employees and the employees' industrial union regarding the possible redundancies. The discussions will cover any reasons for the proposed redundancies, measures being implemented to avoid or minimise the redundancies, and measures to mitigate any adverse affects of the redundancies on the employees concerned.

All employees of the school will be informed of the procedures which will be undertaken in order to reach a fair and equitable outcome for all concerned.

- (d) To assist the redundant employee the School will:
- (i) offer part-time or relief employment if this is possible;
 - (ii) check with other schools to see whether there is a suitable vacancy;
 - (iii) provide secretarial assistance with job applications;
 - (iv) permit paid leave to attend job interviews;
 - (v) provide the employee with a reference and a statement to the effect that he/she has been released owing to his/her job no longer existing;
 - (vi) give the employee all other entitlements;
 - (vii) permit the employee to leave as soon as mutually convenient any time after being notified that he/she is redundant if alternate employment is found either for or by the employee;
 - (viii) provide the employee with a redundancy payment.

- (e) The following severance pay scale will apply:

Less than 1 year	4 weeks pay
After 1 year	6 weeks pay
After 2 years	8 weeks pay
After 3 years	10 weeks pay
After 4 years	an additional week for each year of service above 3 years
After 20 years	a maximum of 26 weeks.

(11) Remuneration Package

Permanent members of staff may participate in the School's approved Remuneration Packaging Scheme.

- (a) For the purposes of this subclause:
- (i) "Benefits" means the benefits nominated by the staff member from the benefits provided by the School.
 - (ii) "Benefit Value" means the amount specified by the School as the cost to the School of the benefit provided including Fringe Benefit Tax, if any.
 - (iii) "Fringe Benefit Tax" means tax imposed by the Fringe Benefits Tax Act 1986 as amended.
- (b) Conditions
- (i) Except as provided by this subclause, staff members must be employed at a salary based on a rate of pay, and on terms and conditions, not less than those prescribed by the Agreement.
 - (ii) For all purposes of the Agreement, salary shall be deemed to include the value of any benefits provided under this subclause.
 - (iii) The School and the employee must agree in writing to the Benefit Value before the packaging arrangement is entered into.
 - (iv) During the currency of this Agreement :

- (aa) Any staff member who takes paid leave on full pay shall receive the Benefits and salary referred to in subclause (2) of this subclause.
- (bb) If a staff member takes leave without pay the staff member will not be entitled to any Benefits during the period of such leave.
- (cc) If a staff member takes leave on less than full pay the staff member shall receive:
 - (AA) the Benefits; and
 - (BB) the amounts of salary calculated as agreed between the School and the staff member.

(12) Deferred Salary Scheme

Eligible members of the staff may participate in the School's Deferred Salary Scheme.

11. - LEAVE

(1) Long Service Leave

- (a) A staff member who has completed eight (8) years' continuous service with the School shall be entitled to take ten weeks' Long Service Leave on full pay.

Long Service Leave will accrue at the rate of 1.3 weeks for each year of service.

Where a staff member has become entitled to a period of Long Service Leave in accordance with this sub-clause, the staff member shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the employer and the staff member.

- (b) For each subsequent 8 years of service the staff member shall be entitled to take an additional ten weeks paid Long Service Leave.
- (c) Upon resignation or termination for reasons other than serious misconduct, pro-rata benefit for long service leave will be payable after 6 years of continuous service.
- (d) Any period of approved leave without pay or parental leave shall not be counted as service for the purpose of calculating entitlement to long service leave but shall not be regarded as a break in service in determining long service leave accrual.

(2) Personal Leave (includes sick leave, carer's and domestic violence leave)

- (a) (i) A staff member who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
 - (ii) Entitlement to payment shall accrue at the rate of twelve and a half days for each year of service.
 - (iii) If in the first of successive years of service with the employer a staff member is absent on the grounds of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the staff member's services terminate, if before the end of that year of service, to the extent that the staff member has become entitled to further paid sick leave during that year of service.

- (b) A temporary staff member shall retain the benefit of accumulated sick leave credits upon appointment as a permanent staff member provided that the service is continuous. For the purpose of this paragraph school vacations shall not be deemed to break the continuity of service.
- (c) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this subclause may be claimed by the staff member if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during that year at the time of the absence.
- (d) The School agrees to staff members using their personal leave entitlement to provide care to a member of the staff's family or household who is ill or injured and in need of immediate care and attention. This leave may be taken for part of a single day.
- (e) The staff member shall provide, where required by the School, evidence to establish the requirement to take carers leave. An application for carers leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- (f) The staff member must, wherever practicable, give notice to the School prior to the absence of the intention to take leave, the reasons for taking leave and the estimated length of absence. If it is not practicable for the staff member to give notice of the absence, the staff member must notify the School of such absence at the first opportunity. The effect of such leave on the educational program of the School will be considered by staff members when they request family leave.
- (g) In this clause the word family shall include: parents, grandparents, siblings, parents in law, step parents, spouse, de facto spouse, children, step children, grandchildren and at the discretion of the Headmaster, other persons for whom the staff member has primary responsibility.

(3) Bereavement Leave

(a) Entitlement to Bereavement Leave

On the death of:

- (i) the spouse or defacto spouse of an employee;
- (ii) the child or step-child of an employee;
- (iii) the parent, step-parent or parent-in-law of an employee;
- (iv) brother or sister of an employee; or
- (v) any person who, immediately before that person's death, lived with the employee as a member of the officer's family,

the employee is entitled to paid bereavement leave of up to two days.

- (b) The two days need not be consecutive.
- (c) Bereavement Leave is not to be taken during a period of any other leave.
- (d) An employee who claims to be entitled to paid leave under this section is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to:
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the officer to the deceased person.

(4) Parental Leave

A staff member is entitled to parental leave (unpaid), with the following variations:

(a) Eligibility for Parental Leave

- (i) A staff member is entitled to a period of up to 52 weeks parental leave in respect of the birth of a child to the staff member or the staff member's spouse/partner. The 52 weeks parental leave will be unpaid except for any period of paid parental leave applicable in (g) below.
- (ii) An application for parental leave shall be in the form approved by the School and supported by a certificate of a registered medical practitioner stating the expected date of birth of the child.
- (iii) Where both partners are employed by the School the parental leave shall not be taken concurrently, except for eight (8) weeks in accordance with the Fair Work Act, or in other special circumstances with the approval of the School.
- (iv) A staff member adopting a child under the age of five years shall be entitled to three weeks unpaid parental leave at the placement of the child and a further period of unpaid parental leave up to a maximum of 52 weeks.
- (v) A staff member seeking to adopt a child shall be entitled to two days paid leave for the staff member to attend interviews or examination required for the adoption procedure.

(b) Parental Leave and Other Entitlements

- (i) A staff member proceeding on parental leave may elect to utilise a long service leave entitlement for the whole or part of parental leave or extend the period of parental leave with such leave.
- (ii) A staff member proceeding on parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of parental leave.
- (iii) A staff member may extend the maximum period of parental leave with a period of long service leave and/or leave without pay up to 2 years in total, subject to the School's approval.
- (iv) A staff member on parental leave is not entitled to paid sick leave and other paid absences.
- (v) Where a pregnancy of a staff member terminates other than by the birth of a living child then the staff member shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner.

(c) Notice and Variation

- (i) A staff member shall give not less than ten week's notice in writing to the School of the date the staff member proposes to commence parental leave stating the period of leave to be taken.

- (ii) A staff member proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period of leave elect to reduce or extend the period stated in the original application provided one term's written notice is provided. This period may be reduced at the discretion of the Headmaster.
- (d) Transfer to Safe Job
 - (i) Where illness or risks arising out of the pregnancy or hazards connected with the work assigned to the staff member make it inadvisable for the staff member to continue in her present duties, the duties shall be modified or the staff member transferred to a safe position at the same salary and conditions until the commencement of maternity leave.
 - (ii) If the transfer to a safe position is not practicable, the staff member may take leave without pay for such period as is certified necessary by a registered medical practitioner.
- (e) Return to Work
 - (i) A staff member shall confirm the intention to return to work by notice in writing to the School not less than one term prior to the expiration of the period of parental leave. This period may be reduced at the discretion of the Headmaster.
 - (ii) A staff member on return from parental leave is entitled to the same position, or if the position is not available, the staff member is entitled to an available position for which the staff member is qualified, is capable of performing, and is most comparable in status, pay and conditions.
 - (iii) A staff member on return from parental leave is entitled to return to work on a part-time basis to the same position, or if the position is not available, the staff member is entitled to an available position for which the staff member is qualified, is capable of performing, and is most comparable in status and conditions.
 - (iv) Where, immediately before starting parental leave, a staff member was acting in, or performing on a temporary basis the duties of a position, the clauses (e) (ii) and (e) above applies only in respect of the position held by the staff member before taking the acting or temporary position.
- (f) Termination of Employment

A staff member on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the relevant Appendices.
- (g) Paid Parental Leave
 - (i) A permanent staff or fixed-term member with at least one (1) or more years' continuous service with the School who gives birth or adopts a child, shall be entitled to six (6) weeks paid leave at the rate the staff member was paid at the time of commencement of parental leave. After two (2) years continuous service this entitlement increases to fourteen (14) weeks paid leave. Pro rata paid leave will apply for female staff who were paid part-time during the years of continuous service. Such leave to be taken immediately after the birth of the child or the date of adoption.

- (ii) The period of paid parental leave shall form part of the total of 52 weeks of parental leave.
- (iii) A permanent or fixed-term employee who is the non-primary care giver is entitled to two (2) weeks paid leave to commence within one week of the birth of their child.

(5) Purchased Leave

- (a) The School and the staff member may agree to enter into an arrangement whereby the staff member can purchase up to two weeks additional leave.
- (b) The School will assess each application for this leave on its merits and give consideration to the personal circumstances of the staff member seeking the arrangement. Approval of any application remains at the absolute discretion of the School.
- (c) The staff member can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

Number of weeks' salary spread over 52 weeks.	Number of weeks' additional purchased leave.
50 weeks	2 weeks
51 weeks	1 week

- (d) The additional purchased leave will not be able to be accrued. The staff member will be entitled to pay in lieu of the additional leave not taken. In the event that the staff member is unable to take such purchased leave prior to 30 November of the year in which it was purchased his/her salary will be adjusted on the last pay period in December. This adjustment will take account of the fact that time worked during the year was not included in the salary.
- (e) In the event that a part time staff member's hours are varied during the year this leave entitlement will be recalculated to give equitable effect to any change.
- (f) Access to this entitlement will be subject to the staff member achieving a satisfactory appraisal in the two preceding years and complying with the Schools accrued leave management policy.

(6) Special Leave

- (a) A staff member shall, on sufficient cause being shown, be granted special leave with pay.
- (b) "Sufficient cause" is defined as a matter or situation for which:
 - (i) no other paid leave is available,
 - (ii) no other arrangements can reasonably be made,
 - (iii) the absence from duty is required due to pressing necessity i.e urgent private business or a domestic violence matter
- (c) The period determined at the discretion of the employer having regard to all the circumstances would not normally exceed three (3) days in any one instance.

- (d) Such discretion is not to be harshly or unfairly exercised.

(7) Leave Without Pay

- (a) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.
- (b) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.
- (c) Leave without pay does not constitute a break in service,
- (d) If an employee is granted leave without pay the question of the officer's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an officer upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.
- (e) The maximum period for which leave is granted under this clause shall be one year.

(8) Community Service Leave

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) The period consists of one or more of the following:
 - (i) Time when the employee engages in the activity;
 - (ii) Reasonable travelling time associated with the activity;
 - (iii) Reasonable rest time immediately following the activity;
- (b) Unless the activity is jury service – the employee's absence is reasonable in all the circumstances.

(9) Annual Leave and Holiday/Vacation Leave

- (a) Administrative and Technical Officers
 - (i) An entitlement to payment of annual leave will accrue at the rate of one – thirteenth of a week for each completed week of service. An officer who has been employed for all term weeks in a calendar year shall be entitled to 20 days' paid annual leave.
 - (ii) All time for which the school is closed due to vacation leave shall count for the purpose of determining an officer's right to payment under this clause.
 - (iii) Leave may be taken at a time agreed to between the employer and the officer.
 - (iv) If after one week's continuous service in any qualifying period an officer lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the officer, the officer shall be paid salary instead of annual leave proportionate to his/her length of service calculated to the nearest completed week of service.
 - (v) If an officer's commencement is after 1 January, then, by agreement between the employer and the officer, the officer may be granted proportionate annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

- (vi) If any award holiday falls within an officer's period of annual leave and is observed on a day which in the case of that officer would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

(b) Education Assistants

- (i) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.
- (ii) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present him/herself for work.
- (iii) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

(c) Boarding House Supervisors

- (i) Except as hereinafter provided, a supervisor shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay. A supervisor may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.
- (ii) If after one week's continuous service in any calendar year a supervisor lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the supervisor, the supervisor shall be granted salary instead of vacation leave proportionate to his/her length of service. Provided that a supervisor who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.
- (iii) Where a supervisor has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed that portion to which the supervisor is not entitled.
- (iv) Where the employment of a supervisor is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.
- (v) A supervisor on paid leave shall accrue an entitlement to payment under this clause.

(10) Jury Service

- (a) The employer must pay the employee (not a casual employee) at the employee's base rate of pay for the employee's ordinary hours of work in the period.

- (b) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:
 - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- (d) If, in accordance with (b) above the employer requires the employee to give the employer the evidence referred to in:
 - (i) The employee is not entitled to payment unless the employee provides the evidence and;
 - (ii) If the employee provides the evidence, the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable to the employee as disclosed in the evidence.
- (e) The employer will comply with the provisions of the Juries Act 1957 (WA), as currently in-force, to reimburse staff (other than casual staff) the difference between the amount paid to the employee in respect of jury duty and the Employee's ordinary rate of pay during the period of leave.

(11) Public Holidays

- (a) The following day or days observed instead shall, subject to this subclause be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, WA Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any days named in this subclause.
- (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed the next succeeding Monday or Tuesday.
- (c) Where a holiday or substituted holiday prescribed in paragraphs (a) or (b) hereof falls on a day not usually observed by the school as a holiday, and upon which the employee is required to work, the employee shall have one (1) day added to Annual Leave.
- (d) Where a holiday or substituted holiday prescribed in paragraphs (a) or (b) falls during term or Christmas vacation, in a period where the employee is stood down without pay because he/she is not required to work and is not being paid annual leave or other leave, such employees shall be entitled to payment for such holidays.

12. - DISPUTE RESOLUTION PROCEDURE

- (1) If a dispute arises about this agreement, the National Employment Standards (including subsections 65(5) or 76(4), or any other work-related matter (including a dispute about whether a workplace right has been breached), the parties to the dispute will attempt to resolve the dispute at the workplace level.
- (2) If the matter cannot be resolved, a party may refer the dispute to the Fair Work Commission for resolution.
- (3) In resolving a dispute, the Fair Work Commission may:
 - (a) use any of its powers (including powers under section 739(4)); and

- (b) without limiting (a) above, where the matter in dispute concerns a decision made by the employer, the Fair Work Commission may conduct a merits review and stand in the shoes of the School and make a fresh decision to resolve the dispute.
 - (c) Should the matter in dispute remain unresolved, any party to this agreement can refer the dispute for arbitration by the FWC.
- (4) Union members are entitled to be represented by their union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The School shall recognise the representative for all purposes involved with the resolution of the dispute.
 - (5) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
 - (6) While the dispute is being resolved, the parties will respect the status quo.
 - (7) However, the School may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
 - (8) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

13. – CONSULTATION

- (1) This term applies if Christ Church Grammar School:
 - (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

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the Christ Church Grammar School must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (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 Christ Church Grammar School of the identity of the representative;

Christ Church Grammar School must recognise the representative.

- (5) As soon as practicable after making its decision, Christ Church Grammar School 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 Christ Church Grammar School 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.

(6) However, Christ Church Grammar School is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) Christ Church Grammar School must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(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 Christ Church Grammar School, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(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 Christ Church Grammar School's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

- (a) Christ Church Grammar School must notify the relevant employees of the proposed change; and
- (b) subclauses (11) to (15) apply.

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

(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 Christ Church Grammar School of the identity of the representative;

Christ Church Grammar School must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, Christ Church Grammar School 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 Christ Church Grammar School reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that Christ Church Grammar School 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).

(14) However, Christ Church Grammar School is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) Christ Church Grammar School must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

14. - CONSULTATIVE COMMITTEE

In the first year of this Agreement a Consultative Committee will be established, the Consultative Committee will work with the School and the parties to this Agreement to determine the parameters surrounding the provision of additional expenses incurred from undertaking school activities.

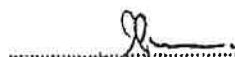
15. - NO FURTHER CLAIMS

It is a condition of this Agreement that the parties will not seek any further claims, with respect to salaries or conditions.

16. - NO PRECEDENT

It is a condition of this Agreement that the parties will not seek to use the terms contained herein as a precedent for other enterprise agreements, whether they involve the School or not.

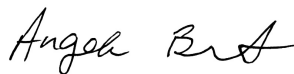
17. – SIGNATORIES



(Signature)

John Price
Christ Church Grammar School Inc

Queenslea Drive
Claremont
WA
6010



(Signature)

Angela Briant
Independent Education Union of Western Australia,
Union of Employees
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Rivervale
WA
6984
(PO Box 739, Belmont WA 6984)



(Signature)

Deborah Wolfenden
Support Staff Negotiating Representative
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Claremont WA
6010



(Signature)

Mark Olson
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Federation (WA Branch)
260 Pier Street
Perth 6000
(PO Box 8240 Perth Business Centre WA 6849)

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/913

Applicant:

Christ Church Grammar School

Undertaking- section 190

I, John Price, Director of Finance of Christ Church Grammar School give the following undertakings with respect to the Christ Church Grammar School Inc Support Staff Enterprise Bargaining Agreement 2018:

1. I have the authority given to me by Christ Church Grammar School to provide this undertaking in relation to this application before the Fair Work Commission.
2. The School appreciates the current statement is open to interpretation. Therefore, the School is committed to full-time and part-time employees accumulating personal leave during a year of work. It starts to build up from an employee's first day of work and is based on the number of hours they work.
3. The School will apply the provision for the adoption of child who is under 16 years of age in the parental leave clause 11(4)(iv).
4. The School will recognise any other day or part-day declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory (or a region of the State or Territory) as a public holiday.

Employer name: John Price

Authority to sign: Director of Finance

Signature:



Date: 05/06/18