



# DECISION

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

**Christ Church Grammar School Inc**  
(AG2022/1148)

## CHRIST CHURCH GRAMMAR SCHOOL INC ENTERPRISE AGREEMENT 2022

Educational services

DEPUTY PRESIDENT BEAUMONT

PERTH, 5 MAY 2022

*Application for approval of the Christ Church Grammar School Inc Enterprise Agreement 2022*

[1] Christ Church Grammar School Inc (the **Applicant**) has made an application for the approval of an enterprise agreement known as the Christ Church Grammar School Inc Enterprise Agreement 2022 (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The Applicant did not provide seven clear days between notification of the vote and the commencement of the vote as required by s 180 of the Act. In response to this issue, the Applicant submitted that the employees were aware of the date voting was to commence and had participated in two previous voting processes for the approval of proposed enterprise agreements, in November 2021 and the other in February 2022. The voting of those two proposed enterprise agreements had taken place in the same location, with near identical timings. The Applicant added that its employees were very familiar with the voting process, were not disadvantaged and had sufficient opportunity to cast a vote as evidenced by the fact that 160 of a possible 184 staff voted on the enterprise agreement.

[3] I am satisfied having regard to the Full Bench decision in *Huntsman Chemical Company Australia Pty Ltd T/A RMAX Rigid Cellular Plastics & Others*<sup>1</sup> that the abovementioned error constituted a minor technical or procedural error for the purposes of s 188(2)(a) of the Act. Further, I am satisfied that the employees were not likely to have been disadvantaged by the error.

[4] 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.

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<sup>1</sup> [2019] FWCFB 318.

[5] In compliance with s 190(4) of the Act, the bargaining representative's views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[6] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[7] The Independent Education Union of Australia (the **organisation**), 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), and based on the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[8] The Agreement was approved on 5 May 2022 and, in accordance with s 54, will operate from 12 May 2022. The nominal expiry date of the Agreement is 31 December 2024.



DEPUTY PRESIDENT

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## Annexure A



Dear Deputy President Beaumont

### **Christ Church Grammar School Inc Agreement 2022 (AG2022/1148)**

#### **Undertaking (s. 190 of the *Fair Work Act 2009*)**

I, Murray Robertson, Director of Staffing and Strategic Projects for Christ Church Grammar School Inc give the following undertaking in respect of the *Christ Church Grammar School Inc Agreement 2022 (Agreement)*:

- 1 I have the authority given to me by Christ Church Grammar School Inc to provide this undertaking in relation to the application before the Fair Work Commission.
- 2 Christ Church Grammar School undertakes that in the event of an inconsistency between the terms of the Agreement and the National Employment Standards (**NES**), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
- 3 Clause 16 of the Agreement contains a dispute resolution clause. Christ Church Grammar School Inc undertakes that union members may be represented by either their union or any other person they choose.
- 4 In clause 8(2) of the Agreement dealing with Notice of Termination, Christ Church Grammar School Inc undertakes to align with Clause 32.3(b) of the Award that provides the employer may deduct no more than 2 weeks' wages due to the employee if the employee fails to give notice.
5. Clause 6(1) of the Agreement contains information regarding Award Incorporation. Christ Church Grammar School Inc undertakes that the Educational Services (Teacher) Award 2020 is incorporated in the Agreement.

  
Murray Robertson

Director of Staffing & Strategic Projects

28/04/2022  
Date

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

## CCGS Teaching Staff EBA 2022 – 2024

## **1.- TITLE**

This Agreement will be known as the Christ Church Grammar School Inc Enterprise Agreement 2022 and replaces the Christ Church Grammar School Inc (Enterprise Bargaining) Agreement 2018.

## **2. -ARRANGEMENT**

1. Title
2. Arrangement
3. Parties to the Agreement
4. Coverage
5. Date and Duration of Agreement
6. Relationship to Parent Award
7. Definitions
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  - (10) Holiday and Vacation Leave
14. Protective Clothing
15. Travelling Allowance
16. Dispute Resolution Procedure
17. Consultation
18. Consultative Committee
19. No Precedent
20. Signatories

### **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 (IEUWA) a registered organisation of employees.

### **4.- COVERAGE**

- (1) This Agreement shall apply to staff members who are employed within the Classifications of the Educational Services (Teachers) Award 2010 (the award) in Western Australia and who are members or are eligible to be members of the IEUWA and were formerly covered by Independent Schools Teachers Award 1976
- (2) The number of teachers covered by this Agreement is 172.

### **5.- DATE AND DURATION OF AGREEMENT**

- (1) This Agreement shall come into effect 7 days following the date of approval by the Fair Work Commission and shall apply until 31 December 2024.
- (2) The parties agree to meet no later than six months before the end of 2024 to review the Agreement.
- (3) 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.
- (4) The salary increases will come into effect in the first full fortnightly pay period each calendar year.

### **6.- RELATIONSHIP TO PARENT AWARD**

- (1) This Agreement shall be read and interpreted in conjunction with the Educational Services (Teachers) Award 2010 (the Award).
- (2) Where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

### **7. - DEFINITIONS**

- (1) "Teacher" shall mean any person employed on the teaching staff of an independent school but does not include the Deputy Principal or the Principal.
- (2) "Part-time Teacher" shall mean a teacher employed regularly on the staff of an independent school and who works less than the normal hours that a full-time teacher is required to work.
- (3) "Temporary Teacher" shall mean a teacher engaged as full-time or part-time as a replacement teacher or such other purpose as may be required to fulfil the teaching obligations of the school, provided that the period of engagement of a temporary teacher shall be not less than twenty consecutive working days and not more than a period of

twelve months, except where the substantive teacher on unpaid leave is granted an extension the temporary teacher's engagement may be extended for the period of this extension.

- (4) "Relief Teacher" shall mean a teacher employed part-time or full-time on a daily or half daily basis for a period not exceeding nineteen consecutive days in the same school.
- (5) "Independent School" shall mean a school which is an efficient school within the meaning of the School Education Act 1999 and which is not administered by or on behalf of the Government of Western Australia.
- (6) "Promotional Position" shall mean a position which involves:
  - (a) the supervision of other members of staff and/or
  - (b) administrative duties in excess of those usually required of a teacher in an Independent School and/or
  - (c) pastoral care duties or any other Promotional Position responsibilities in excess of those usually required of a teacher in an Independent School.
- (7) "Associate or Research Associate the Centre for Pedagogy" shall mean a teacher, appointed as such in accordance with the provisions of this agreement, who has demonstrated high level skills and practice in teaching and who participates as a team member in the development of the school.
- (8) "Continuous Service" shall include full-time, part-time and temporary service, paid leave and unpaid leave of less than two (2) consecutive weeks, with the same employer.

#### **8. - CONTRACT OF SERVICE**

- (1)
  - (a) A teacher shall, upon engagement, be given a letter of appointment in which the general conditions and the special conditions (if any) of his/her appointment are stated. A copy of that letter shall be retained by the school and signed by the teacher within one week of commencing work. This subclause shall not apply to a relief teacher.
  - (b) The conditions stated in the letter of appointment shall, while the employment continues, be observed by the parties and shall not be subject to any alteration of significance without the consent of the teacher.
  - (c) Paragraph (a) of this subclause does not authorise the inclusion in a letter of appointment of any provision which is inconsistent with or contrary to any provision of this agreement.
- (2) Except in the case of relief or temporary teachers, the termination of the service of a teacher shall require a minimum of seven term weeks' notice by either party to take effect from the close of school business at the end of school term. Failure to give the required notice shall make that party liable to forfeiture of or payment to the other party of an amount equivalent to seven weeks' pay or an amount equivalent to that period of notice not given or served.

Provided that the requirements of this subclause may be waived in part or whole by mutual agreement between the teacher and the employer.

- (3) The contract of service of a temporary teacher shall be terminable at any time by either party giving not less than one (1) week's notice, save that in the case of continuous service exceeding one (1) year, notice shall be as prescribed in subclause (2) of this clause.
- (4) The engagement of a relief teacher shall be by the day or half day and where the period exceeds five consecutive days the notice shall be one day. Where the employment is for five consecutive days or less the engagement shall be considered to be a specific period and notice shall not be required.
- (5) A part-time teacher shall receive payment for sick leave, long service leave and vacation leave on a pro-rata basis in the proportion that his/her hours of work bear to the hours of a full-time teacher.
- (6) Upon termination a statement of service and a separate reference when requested by the teacher shall be provided to the teacher by the employer.
- (7) Nothing within this clause detracts from the employer's right to dismiss summarily any teacher for serious misconduct in which case salary shall be paid up to the time of dismissal only.

## **9.**

### **- OBJECTIVES**

The purposes of this Agreement are to:

- (1) Further enhance and develop the culture and working environment that values teachers as professionals and is collaborative in nature whilst recognizing the need for the people in positions of authority to be decisive, fair and transparent.
- (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) Further improve the quality of the teaching service that is delivered at the School by maintaining relationships based on trust, support, loyalty and open communication.
- (4) Safeguard and improve the quality of teaching and learning by emphasizing 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.

## **10.**

### **- 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.

**11.- SALARY RATES – Please see EBA Nexus page**

- (1) (a) The minimum annual rate of salary payable to teachers engaged in the classifications of this Agreement (as set out in Clause 11 (4)) shall be:

	<b>2022</b>	<b>2023</b>	<b>2024</b>
	<b>4.0%</b>	<b>2.5%</b>	<b>TBA*</b>
<b>STEP 1</b>	\$68,932	\$70,655	TBA
<b>STEP 2</b>	\$73,119	\$74,947	TBA
<b>STEP 3</b>	\$77,303	\$79,236	TBA
<b>STEP 4</b>	\$82,141	\$84,195	TBA
<b>STEP 5</b>	\$86,646	\$88,812	TBA
<b>STEP 6</b>	\$90,513	\$92,776	TBA
<b>STEP 7</b>	\$94,382	\$96,741	TBA
<b>STEP 8</b>	\$99,213	\$101,693	TBA
<b>STEP 9</b>	\$104,525	\$107,139	TBA
<b>STEP 10</b>	\$108,870	\$111,592	TBA
<b>STEP 11</b>	\$112,740	\$115,559	TBA
<b>STEP 12</b>	\$117,573	\$120,512	TBA
<b>STEP 13</b>	\$122,405	\$125,465	TBA

\* The parties have agreed to commence negotiations for the third-year salary rates in the latter part of Term 3 in the second year (2023) of this agreement.

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

- (b) The Promotion Allowance for a Head of a Major Department or an equivalent responsibility is to be calculated as 20% of Step 13 of the salary base.
- (c) The Promotion Allowance for a Head of Subject is to be calculated as 12% of Step 13 of the salary base.
- (d) A Council allowance of 40% of the Promotion Allowance of a Head of Department is provided to all members of the teaching staff. This recognises all that is implicit and explicit in the work of a teacher at the School.

- (e) An appointee to an Associate classification shall be entitled to the following annual allowance:
    - (i) Associate to the Centre for Pedagogy - 6% of Step 13 of the salary base
    - (ii) Research Associate to the Centre for Pedagogy - 12% of Step 13 of the salary base
  - (f) In the event of any safety net adjustment being applied to the Award, such adjustment shall be absorbed into the salary rates prescribed by this agreement.
- (2) 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.
- (3) On appointment, a teacher shall be placed at the appropriate salary level according to qualifications and full-time teaching experience in Australia. Recognition of qualifications and experience other than that outlined in this clause shall be determined by agreement between the employer and the teacher.
- (4) In determining the appropriate minimum salary level the following will apply:
- (a) Teachers not elsewhere provided for shall commence at Step 1 and proceed by annual increments to and including Step 9.
  - (b) Two-year or three-year trained teacher holding a Teacher's Certificate or a teacher holding a University Degree (other than Bachelor of Education) but not a Teacher's Certificate shall commence at Step 3 and proceed by annual increments to and including Step 9.
  - (c) Teacher holding:
    - University Degree and Diploma of Education; or
    - University Degree and Teacher's Certificate; or
    - Bachelor of Education Degree;
 shall commence at Step 5 and proceed by annual increments to and including Step 13.
  - (d) Teacher holding the qualifications as outlined in paragraph (c) of this subclause plus a second or higher degree shall commence at Step 6 and proceed by annual increments to and including Step 13.
  - (e) The term Degree or Diploma will be deemed to include equivalent qualifications. In the event of a dispute the matter may be referred to the Independent Schools Industrial Affairs Consultative Committee.

- (f) A teacher who obtains an additional qualification which is recognised as the equivalent to an additional year of training, shall be credited with the extra year for salary purposes.
  - (g) A teacher who obtains a second, or higher degree shall be credited with one extra year's experience for salary purposes. For the purpose of this subclause, a second or higher degree shall mean to include a graduate diploma or a degree at honours level.
- (5) Notwithstanding the provision of subclauses 1(b), 1(c) and 1(d) of this clause, where an agreement is reached between the employer and the teacher on any allowance or benefit for promotional positions, expressed in terms other than those prescribed under this clause, then, subject to notification to the Union of such agreement, such conditions shall apply for the purposes of this Agreement.

## **12.- WORKING CONDITIONS**

- (1) Professional Responsibilities of Teachers
- (a) The parties recognise the following principles in stating the role of teachers at the School:
    - (i) The work of a teacher at CCGS is of a holistic nature in support of the aims of the School and is described in detail in the 'Work of a Teacher' document.
    - (ii) While the teacher has particular responsibilities for a number of groups of students on a continuing basis, there are also responsibilities to colleagues and the wider School community. These include involvement in meetings, duty rosters, attendance at school community events, and covering for colleagues who are absent on occasions. There is an expectation that the teacher will act as a mentor, be familiar with, and implement, School policies, and be involved in professional development.
    - (iii) Within the above, a teacher's work has particular pastoral, academic and co-curricular dimensions where particular learning objectives are the focus, and outcomes are expected to be achieved.
    - (iv) In each of the pastoral, academic and co-curricular dimensions the teacher's responsibilities include:
      - face-to-face meeting times with the students, as determined by the timetable of the day;
      - teaching and implementing learning programs;
      - counselling, managing and supervising boys;
      - familiarity with the background of boys in their care;
      - communicating and liaising with boys, parents, teachers and support persons in appropriate ways;
      - planning, preparation and presentation of material;
      - assessing student work;
      - maintaining records and reporting;
      - acting in other ways to achieve the role as explained from time to time.
  - (b) The parties recognise the following principles in addressing the fair and reasonable participation of teachers:
    - (i) Much of the life and culture of the School is derived from School activities conducted by teachers and students outside regular classroom contact.
    - (ii) The significant contribution of teachers to the life of the School are recognised.

- (iii) The School determines all policies and in consultation with staff, changes to the educational offerings and the means by which the offerings are delivered.
  - (iv) There will continue to be consultation between the School and staff in the allocation of teachers to all activities conducted by the School.
  - (v) There will continue to be consultation between School and staff in the planning of the range and balance of activities conducted by the School.
  - (vi) The competence, skill and qualifications of teachers, including part-time teachers, will continue to be considered in the planning and allocating of activities conducted by the School.
- (c) Following consultation with staff and applying the principles above the parties agree that:
- (i) There is an understanding of what constitutes a full-time teaching load.
  - (ii) Where a teacher's load is higher than the agreed full-time teaching load, exemption from some duties will be arranged in order to provide adequate time for preparation and other duties.
- (d) The parties agree to explore flexible ways of utilising the varied talents of staff to cater for the needs of pupils in the broad range of curricular and co-curricular offerings.

## (2) 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 conducted for teachers applying for Associate to the Centre for Pedagogy classification and those reviewing the work and leadership of staff in positions of responsibility.

## (3) Flexible Timetabling

The parties are committed to the development of alternative models of timetabling which allow for greater flexibility in the use of time and in the organisation of student groupings.

## (4) 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. The periods taught will be considered as a fraction of normal teaching load for the purpose of calculating salary.
- (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.
- (e) As members of the staff team part-time teachers will contribute pro-rata to the co-curricular and pastoral work of the teaching team. In planning the involvement of

part-time teachers in co-curricular and pastoral programs the School will take into account the fact that part-time teachers need to supplement their income by additional part-time work.

(5) Professional Development

- (a) Professional development activities shall be undertaken partly in School time and partly in a staff member's own time; where feasible, in equal proportions.
- (b) There will continue to be consultation with staff members in the planning of professional development.
- (c) Teaching staff will undertake a minimum of three professional development activities per year, in addition to those traditionally offered by the School as per the Professional Learning Policy.
- (d) Teaching staff will annually participate in eight (8) periods of School directed professional development with a further two (2) periods used for annual and triennial review discussions with line managers.

(6) 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 employer will be bound by the nomination of the staff member, unless the staff member and the employer 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 will contribute a percentage of each staff members' salary to a complying fund. The School's contribution will be 10.5% until 30 June 2023, 11.0% from the 1<sup>st</sup> July in 2023 and 11.5% from the 1<sup>st</sup> July in 2024, of the staff member's gross salary.
- ii. In the absence of a nomination under sub clause 12 (6)(a)(ii) the School will make contributions to the Schoolfund.
- iii. A staff member may nominate the School fund under sub clause 12 (6)(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 employer 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.

(7) 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, as guided by the Staff School Tuition Fee Discount Policy, 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 staffs appointment.

(8) Insurance Cover

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.

(a) 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.

(b) 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.

(c) 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.

(9) Redundancy Conditions and Payments

Notwithstanding the provisions of the NES and Part 3, Clause 12. - Redundancy of the Award:

(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) terminate positions at the end of the school year whenever possible.
- (c) 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.
- (d) 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 effects 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.

- (e) 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 is redundant if alternate employment is found either for or by the employee;
  - (vi) provide the employee with a redundancy payment.
- (f) 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.                                    |

#### (10) 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.

(11) Payment for Relief Teachers

- (a) Relief teachers, employed for five (5) days or less, *may* be engaged *by* the day or half-day and paid a daily rate on a weekly basis of annual salary divided *by* forty (40) or a daily basis of annual salary divided *by* two hundred (200). Or on a pro-rata rate on the basis of the period worked in relation to the number of periods in the particular School day.
- (b) A relief teacher employed for less than five (5) consecutive working days shall be paid according to the following formula:
  - (i) Less than four-year trained

(aa)	Full day	=	Step 6 Annual Salary	<i>I</i>	200
(bb)	Half day	=	Step 6 Annual Salary	<i>I</i>	400

- (ii) Four-year trained

(aa)	Full day	=	Step 8 Annual Salary	<i>I</i>	200
(bb)	Half day	=	Step 8 Annual Salary	<i>I</i>	400

Note: For the purposes of this subclause a half day is determined as 3 periods.

(12) Deferred Salary Scheme

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

### **13.-LEAVE**

#### **(1) Long Service Leave**

- (a) Notwithstanding the provisions of Clause 11. - Long Service Leave of the previous Independent Schools' Teachers Award 1976, and the NES; from 1 January 1995, 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.

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 School and the staff member. In the case of a teacher, the leave will be taken corresponding with a completed school term.

- (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, 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.

Staff who are absent for two or more consecutive work days, may be required by the School to *provide* evidence that would satisfy a reasonable person that the absence was for a specified reason as set out in this clause, (e.g. a medical certificate from a registered health practitioner).

- (ii) Entitlement to payment shall accrue at the rate of twelve and a half days in each year of service accruing from the employee's first day of work and is based on the number of hours worked.

- (iii) If in the first of successive years of *service* with the School 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. A staff member shall not be entitled to claim payment for any period exceeding thirteen weeks in any one year of service.

### **(3) Carer's Leave**

- a) Staff members can access their personal leave entitlement to be the primary care giver of 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.
- b) The staff member shall provide, where required by the School, evidence to establish the requirement to take carer's leave. An application for carer's leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- c) 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 carer's leave.

### **(4) Bereavement Leave**

- a) The term 'Immediate Family' is defined in subclause (c) and extends to subclause (e) below:
- b) An employee is entitled to paid bereavement leave of up to two (2) days leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or member of the employee's household:
  - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
  - ii. sustains a personal injury that poses a serious threat to his or her life; or
  - iii. dies
- c) In this clause the term 'Immediate Family' shall include:
  - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
  - iii. at the discretion of the Principal, other persons for whom the staff member has responsibility.

- d) An employee seeking an entitlement of paid leave under this clause is to provide the School with evidence that would satisfy a reasonable person of; the death of the subject of the leave sought, and the relationship of the employee to the deceased person.
- e) External to Immediate Family:  
Bereavement Leave may be considered for death outside the immediate family and any request should take into account the closeness of the relationship. An employee is entitled to up to two (2) days paid bereavement leave.
- f) The Principal has the discretion to act with empathy during this time and consideration for additional bereavement leave will include up to five (5) days leave when the death occurs interstate or overseas.

## **(5) Parental Leave**

- 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 under special circumstances and with the approval of the School.
  - iv. A staff member adopting a child under the age of sixteen(16) 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 Principal.
- 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 maybe reduced at the discretion of the Principal.
  - 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 request a 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) (iii) *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 award/NES provisions.

g) Paid Parental Leave

- i. A permanent staff 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 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 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.

(6) Leave Without Pay

- (a) While a teacher has the right to apply for leave without pay the granting of such leave is at the discretion of the School.
- (b) A teacher 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 *involve* loss of continuity of service for salary, sick *leave* and long service *leave* purposes. Any period exceeding two weeks during which the teacher is absent on *leave* without pay shall not be taken into account in calculating the period of service for any purposes of the Award. In the case of *leave* without pay, which exceeds eight weeks in a continuous period, the entire period of that *leave* is exercised in full.
- (d) If a teacher is granted leave without pay the question of the teacher'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 a teacher 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.

(7) Special Leave

- (a) A teacher 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.

**(8) Community Service Leave**

An employee who engages in an eligible community service activity, as determined *by* the Principal, 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;

**(9) Jury Service**

- (a) The School 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 School may require the employee to give the School 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.
- (c) If, in accordance with (b) *above* the School requires the employee to *give* the School 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.
- (d) Payment shall be made in accordance with the *Juries Act 7957(WA)*, as currently in force, to reimburse Teachers (other than casuals) the difference between the amount paid to the Teacher in respect of jury duty and the Teacher's ordinary rate of pay during the period of *leave*.

**(10) Holiday and Vacation Leave**

- (a) Except as hereinafter provided, a teacher shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.
- (b) If after one week's continuous *service* in any calendar year a teacher lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the teacher, the teacher shall be granted salary instead of vacation leave proportionate to his/her length of *service*. Provided that a teacher 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.
- (c) (i) Where a teacher 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 teacher is not entitled.

- (ii) Where the employment of a teacher is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.
- (d) A teacher on approved paid leave, shall accrue an entitlement to payment under this clause.
- (e) A teacher who is justifiably dismissed for serious misconduct shall not be entitled to the benefits of the provisions of this clause.

#### **14.- PROTECTIVE CLOTHING ALLOWANCE**

Where a school requires that a teacher wear protective clothing in the course of his or her duties, other than with respect to sporting activity, such clothing shall be supplied by the school.

Protective clothing so issued shall remain the property of the school and be maintained in good order and condition by the teacher, fair wear and tear excepted.

#### **15.- TRAVELLING ALLOWANCES**

- (1) Where a teacher is required by the employer to work away from the teacher's usual place of employment the employer shall pay the teacher any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.
- (2) Where a teacher is required and authorised to use his/her own motor vehicle in the course of duty, the teacher shall be paid an allowance of not less than that provided for taxation purposes by the Australian Taxation Office, unless otherwise agreed by the teacher.

#### **16.- 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 Fair Work Australia for resolution.
- (3) In resolving a dispute, FWC 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, FWC may conduct a merits review and stand in the shoes of the employer 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 employer 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 employer 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 Fair Work in accordance with this term.

### **17.-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 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).

#### **18.- CONSULTATIVE COMMITTEE**

- (1) There shall be established a Consultative Committee with equitable representation of the School and employees covered by this Agreement. The Committee shall recognise and facilitate close consultation and co-operation between the parties and provide a forum ensuring the objectives of the Agreement are met.
- (2) The Committee shall meet at least once each School term.

#### **19.-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.

20. - SIGNATORIES



(Signature)

John Price  
Director of Finance  
Christ Church Grammar School Inc  
Queenslea Drive  
Claremont  
WA 6010



(Signature)

Rebecca Collopy  
Branch Secretary  
Independent Education Union of Australia,  
WA Branch  
Suite 20/63 Knutsford Ave  
Rivervale  
WA 6984  
(PO Box 739, Belmont 6984)



(Signature)

Neil Saggors  
Director of Activities  
Teaching Staff Negotiating  
Representative  
Queenslea Drive  
Claremont  
WA 6010



# Christ Church Grammar School

PERTH, WESTERN AUSTRALIA

Dear Deputy President Beaumont

## Christ Church Grammar School Inc Agreement 2022 (AG2022/1148)

### Undertaking (s. 190 of the *Fair Work Act 2009*)

I, Murray Robertson, Director of Staffing and Strategic Projects for Christ Church Grammar School Inc give the following undertaking in respect of the *Christ Church Grammar School Inc Agreement 2022 (Agreement)*:

- 1 I have the authority given to me by Christ Church Grammar School Inc to provide this undertaking in relation to the application before the Fair Work Commission.
- 2 Christ Church Grammar School undertakes that in the event of an inconsistency between the terms of the Agreement and the National Employment Standards (**NES**), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
- 3 Clause 16 of the Agreement contains a dispute resolution clause. Christ Church Grammar School Inc undertakes that union members may be represented by either their union or any other person they choose.
- 4 In clause 8(2) of the Agreement dealing with Notice of Termination, Christ Church Grammar School Inc undertakes to align with Clause 32.3(b) of the Award that provides the employer may deduct no more than 2 weeks' wages due to the employee if the employee fails to give notice.
5. Clause 6(1) of the Agreement contains information regarding Award Incorporation. Christ Church Grammar School Inc undertakes that the Educational Services (Teacher) Award 2020 is incorporated in the Agreement.

  
Murray Robertson

Director of Staffing & Strategic Projects

28/04/2022  
Date