



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Christ College Trust T/A Launceston Church Grammar School
(AG2015/7069)

LAUNCESTON CHURCH GRAMMAR SCHOOL (GENERAL STAFF) ENTERPRISE AGREEMENT 1 MARCH 2016 - 28 FEBRUARY 2019

Tasmania

COMMISSIONER GREGORY

MELBOURNE, 19 JANUARY 2016

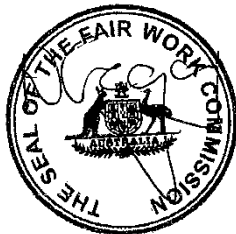
*Application for approval of the Launceston Church Grammar School (General Staff)
Enterprise Agreement 1 March 2016 - 28 February 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Launceston Church Grammar School (General Staff) Enterprise Agreement 1 March 2016 – 28 February 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Christ College Trust T/A Launceston Church Grammar School. The Agreement is a single enterprise agreement.

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

[3] The Independent Education Union of Australia 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) I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 January 2016. The nominal expiry date of the Agreement is 28 February 2019.



COMMISSIONER

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LAUNCESTON CHURCH GRAMMAR SCHOOL



FOUNDED 1846

GENERAL STAFF ENTERPRISE AGREEMENT

Final Version

1 MARCH 2016 – 28 FEBRUARY 2019

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PART 1 – APPLICATION AND OPERATION

1. TITLE

This Agreement shall be known as the Launceston Church Grammar School (General Staff) Enterprise Agreement 1 March 2016 – 28 February 2019, referred to throughout this document as “the Agreement” or “this Agreement.”

2. SCOPE

This Agreement shall apply to Launceston Church Grammar School in respect of the employment of general staff. Refer sub-clause 3(B) below.

3. PARTIES BOUND

This Agreement shall be binding upon:

- (A) The School Board of Launceston Church Grammar School, Button Street, Mowbray Heights, Tasmania (the employer).
- (B) General Staff employed by Launceston Church Grammar School under the scope of the Educational Services (Schools) General Staff Award 2010 – MA000076, referred to throughout this Agreement as “the Award”.

4. ANNULMENT

This Agreement incorporates and supersedes all pre-existing arrangements dealing with the matters covered by this Agreement.

PROVIDED THAT no right, obligation or liability incurred or accrued under the pre-existing arrangements shall be affected by the annulment.

5. DATE AND OPERATION OF AGREEMENT

This Agreement shall come into effect on 1 March 2016 (or the date of commencement determined by the Fair Work Commission if otherwise) and shall expire on 28 February 2019.

6. DEFINITIONS AND INTERPRETATION

The terminology used throughout this Agreement is consistent with Clause 3 of the Award.

The following definitions apply in addition to those prescribed by the Award.

Act means the *Fair Work Act 2009* (Commonwealth).

Award means the Educational Services (Schools) General Staff Award 2010 – MA000076.

7. RELATIONSHIP TO THE AWARD AND NES

The National Employment Standards (NES) are provided for in Part 2-2 of the *Fair Work Act 2009* (Commonwealth) referred to throughout this Agreement as “the Act”.

- (A) This Agreement incorporates the Educational Services (Schools) General Staff Award 2010 – MA000076, as in force from time to time.
- (B) To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award, this Agreement will override the Award term or condition.
- (C) Where this Agreement is silent on a particular matter the relevant terms of Award shall apply.
- (D) Where this Agreement and the Award are silent on a particular matter the relevant terms of NES shall apply.
- (E) The NES provisions cannot be diminished by this Agreement (or any other form of agreement).

Where a clause or sub-clause of the Award is varied or does not apply, this is detailed at the commencement of the relevant clause. Where there is an unintentional diminution of a relevant provision of the NES by a provision of this Agreement, the NES provision shall apply to the extent of the diminution.

8. ACCESS TO THE AWARD AND THE NES

Clause 5 of the Award applies to this Agreement with no variation.

9. THE NATIONAL EMPLOYMENT STANDARDS AND THE AWARD

Clause 6 of the Award applies to this Agreement with no variation.

10. INDIVIDUAL FLEXIBILITY AGREEMENTS

Clause 7 of the Award is replaced as follows.

- (A) Launceston Church Grammar School and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:
- (i) The arrangement deals with one or more of the following matters:
 - (1) arrangements for when the work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and the employee in relation to one or more of the matters mentioned in paragraph (A); and
 - (iii) the arrangement is genuinely agreed to by the employer and the employee.
- (B) The Headmaster or the Headmaster's delegate must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (C) The Headmaster or Headmaster's delegate must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and the employee; and
 - (iii) is signed by the Headmaster or Headmaster's delegate and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- (iv) includes details of:
 - (1) the terms of the Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) 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
 - (v) states the day on which the arrangement commences.
- (D) The Headmaster or Headmaster’s delegate must give the employee a copy of the individual flexibility arrangement within 14 days after it has been agreed to.
- (E) The Headmaster or the Headmaster’s delegate or the employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Headmaster or Headmaster’s delegate and the employee agree in writing at any time.

11. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide:

- (A) Opportunities for the School Board, management and general staff of Launceston Church Grammar School to work together in contributing to the School’s aims, objectives and philosophy.
- (B) A working environment that provides opportunities for employee development and fulfillment and promotes an inclusive, mutually respectful relationship between the employer and employees.

12. AGREEMENT VARIATIONS

Any proposal to vary this Agreement will be in accordance with the process set out in Part 2-4 Division 7 of the Act.

13. JOB SECURITY

The parties to the Agreement are committed to job security for general staff.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

14. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

Clause 8 of the Award is replaced as follows.

- (A) This clause applies if Launceston Church Grammar School:
 - (i) has made a definite decision to introduce a major change to production, programme, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees; or
 - (ii) proposes to introduce a change to the regular roster or the ordinary hours of work of employees.
- (B) For a major change referred to in paragraph (A)(i) of this clause:
 - (i) the Headmaster or Headmaster's delegate must notify the relevant employees of the decision to introduce the major change; and
 - (ii) paragraphs (C) to (I) of this clause apply.
- (C) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (D) If:
 - (i) a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation; and
 - (ii) the employee or employees must advise the Headmaster or Headmaster's delegate of the identity of the representative;
 - (iii) the employer must recognise the representative.
- (E) As soon as practicable after making its decision, the Headmaster or Headmaster's delegate must:
 - (i) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (ii) for the purposes of this discussion – provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
- (F) However, the Headmaster or Headmaster’s delegate is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (G) The Headmaster or Headmaster’s delegate must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (H) If a term in this Agreement provides for a major change to production, programme, organisation, structure or technology in relation to the enterprise of the employer; the requirements set out in paragraph (B)(i), paragraphs (C) and (E) of this clause are taken not to apply.
- (I) In this clause, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- (J) For a change referred to in paragraph (A)(ii) of this clause:
- (i) the Headmaster or Headmaster's delegate must notify the relevant employees of the proposed change; and
 - (ii) paragraphs (K) to (O) of this clause apply.
- (K) The relevant employees may appoint a representative for the purposes of the procedures set out in paragraphs (L) to (P) of this clause.
- (L) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees must advise the Headmaster or Headmaster's delegate of the identity of the representative;
 - (iii) the employer must recognise the representative.
- (M) As soon as practicable after proposing to introduce the change, the Headmaster or Headmaster's delegate must:
- (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion – provide to the relevant employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the Headmaster or Headmaster's delegate reasonably believes will be the effects of the change on the employees; and
 - (3) information about any other matters the Headmaster or Headmaster's delegate reasonably believes are likely to affect the employees; and
 - (iii) 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).
- (N) However, the Headmaster or Headmaster's delegate is not required to disclose confidential or commercially sensitive information to the relevant employees.

(O) The Headmaster or Headmaster's delegate must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(P) In this clause:

“relevant employees” means the employees who may be affected by a change referred to in paragraph (A).

15. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)

Clause 9 of the Award is replaced as follows.

(A) If a dispute relates to:

- (i) a matter arising under the Agreement; or
- (ii) the NES;

this clause sets out procedures to settle the dispute.

(B) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures set out in this clause.

(C) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

(D) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

(E) The Fair Work Commission may deal with the dispute in two stages:

- (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (1) arbitrate the dispute; and
 - (2) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Part 5-1 Division 3 of the Act. Therefore, an appeal may be made against the decision.

- (F) While the parties are trying to resolve the dispute using the procedures set out in this clause:
- (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an employee must comply with a direction given by the Headmaster or Headmaster's delegate to perform other available work at the same workplace, or at another workplace, unless:
 - (1) the work is not safe; or
 - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (3) the work is not appropriate for the employee to perform; or
 - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (G) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

16. TYPES OF EMPLOYMENT

16.1 EMPLOYMENT CATEGORIES

Sub-clause 10.1 of the Award is replaced as follows.

Employees under this Agreement will be employed in one of the following categories:

- (A) Full-time employment;
- (B) Part-time employment;
- (C) Casual employment; or
- (D) Fixed term employment.

16.2 EMPLOYER TO INFORM EMPLOYEE OF CATEGORY AT THE TIME OF ENGAGEMENT

Sub-clause 10.2 of the Award applies to this Agreement with no variation.

16.3 FULL-TIME EMPLOYMENT

Sub-clause 10.3 of the Award is replaced as follows:

A full-time employee is an employee engaged to work 37.5 hours per week or an average of 37.5 hours per week pursuant to Clause 28 of this Agreement.

16.4 PART-TIME EMPLOYMENT

Sub-clause 10.4 of the Award is replaced as follows:

- (A) A part-time employee is an employee who is engaged to work less than 37.5 ordinary hours per week or an average of less than 37.5 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (B) A part-time employee will be paid an hourly rate of 1/37.5th of the weekly rate for the employee's classification.
- (C) A part-time employee's award entitlements will be calculated on a pro-rata basis.

- (D) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the school year the employee will work and starting and finishing times each day.
- (E) The terms of the working arrangement in paragraph (D) of this sub-clause may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.

16.5 CASUAL EMPLOYMENT

Sub-clause 10.5 of the Award is replaced as follows:

- (A) A casual employee is an employee engaged as such.
- (B) A casual employee will be paid an hourly rate of 1/37.5th of the weekly rate for the employee's classification, plus 25%.
- (C) A casual employee will be engaged and paid for a minimum of two hours for each engagement, with the following exceptions:
 - (i) A preschool/childcare services employee working in an out of school hours care program may satisfy the two hours minimum by working one hour before school and one hour after school on the same day.
 - (ii) Instructional Services employees engaged as Instrumental Music Tutors will be paid a minimum payment of 30 minutes for each engagement.
- (D) A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time employees.

16.6 FIXED TERM EMPLOYMENT

- (A) An employee may be employed for a fixed period of time for a period of at least four weeks but no more than twenty four months on either a full-time or part-time basis to:
 - (i) undertake a specific project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation; or
 - (iii) replace an employee who is on leave, performing other duties temporarily or whose employment has terminated after commencement of the school year.

16.7 PROBATIONARY EMPLOYMENT

New employees in their first year of employment with the employer, other than those engaged as casual employees, will be required to successfully complete a period of probationary employment before being appointed to the permanent staff of Launceston Church Grammar School.

(A) Employees other than Fixed Term Employees

The period of probationary employment will be completed in accordance with the following requirements:

- (i) In the process of appointment the employee will be provided with a copy of the Launceston Church Grammar School Staff Code of Conduct, as detailed in the Human Resources Handbook.
- (ii) The probationary period will be of 6 months duration and will commence from the employee's first day of employment.
- (iii) As part of the engagement/probationary process the employee will:
 - (1) undertake the Launceston Church Grammar School induction process;
 - (2) be included in the Launceston Church Grammar School mentoring process for first year employees; and
 - (3) meet with the person appointed by the employer to be responsible for the management of the employee's period of probationary employment.
- (iv) Where it is requested by the probationary employee, he or she may, in conjunction with the person responsible for the management of the employee's period of probationary employment, complete an "interim probationary performance appraisal."

As part of this process, objectives may be developed to assist the employee in meeting the expectations of Launceston Church Grammar School during the remainder of the probationary employment period. Where a probationary employee wishes to complete an "interim probationary performance appraisal" the request to do so must be made before 3 months of their probationary period has elapsed.

- (v) Before the completion of his or her probationary period the employee shall complete a "probationary employment performance appraisal" in conjunction with the person responsible for the management of the employee's period of probationary employment. On completion of this appraisal the employer will either:

- (1) appoint the employee to the permanent staff of Launceston Church Grammar School. In such instances the employer shall provide the employee with a letter of confirmation; or
- (2) terminate the employment of the employee.

(B) Fixed Term Employees

Where an employee is employed as Fixed Term employee and:

- (i) the period of appointment exceeds 1 school term and;
- (ii) it is the first time the employee has been employed by Launceston Church Grammar School; or
- (iii) a period of 5 years has elapsed since the employee's last employment with the employer, the fixed term employee may be required by the employer to successfully complete a period of probationary employment in accordance with the following requirement:
 - (1) In the process of appointment the employee will be provided with a copy of the Launceston Church Grammar School Staff Code of Conduct, as detailed in the Human Resources Handbook.
 - (2) The probationary period will be of 6 months duration and will commence from the employee's first day of employment.
 - (3) As part of the engagement/probationary process the employee will:
 - undertake the Launceston Church Grammar School induction process;
 - be included in the Launceston Church Grammar School mentoring process for first year employees; and
 - meet with the person appointed by the employer to be responsible for the management of the employee's period of probationary employment.
- (iv) Before the completion of his or her probationary period the employee shall complete a "probationary employment performance appraisal" in conjunction with the person responsible for the management of the employee's period of probationary employment. On completion of this appraisal the School will either:

- (1) confirm the employee's fixed term appointment. In such instances the employer will provide the employee with a letter of confirmation; or
- (2) terminate the employment of the fixed term employee.

PROVIDED THAT a fixed term employee's successful completion of a period of probationary employment does not provide the fixed term employee with any right to permanent employment beyond the period of their fixed term employment.

(C) Instant Dismissal of a Probationary General Staff Employee

Nothing in this clause shall prevent the employer from terminating a probationary employee's employment at any time during the probationary period of employment where it can be demonstrated that:

- (i) the employee is consistently failing to meet the expectations of the employer, or
- (ii) there is justification for instant dismissal in accordance with relevant provisions of the *Fair Work Act 2009* (Commonwealth).

17. LEAVE WITHOUT PAY DURING NON-TERM WEEKS

17.1 ARRANGEMENTS

Clause 11.1 of the Award applies to this Agreement with no variation.

17.2 CALCULATING ANNUAL SALARY

Clause 11.2 of the Award is replaced as follows.

- (A) Sub-clauses 11.2(a), (c), (d), (e), and (f) of the Award apply to this Agreement with no variation.
- (B) Sub-clause 11.2(b) of the Award is replaced as follows.

The adjusted annual salary for an employee is:

$A = C \times \underline{\text{working weeks} + 4 \text{ weeks annual leave}}$

52.18

Where: A means the employee's adjusted annual salary

C means the annual salary (as contained in Clause 21 of this Agreement.

Working weeks means the number of weeks that the employee is required to work.

18. TERMINATION OF EMPLOYMENT

18.1 NOTICE BY EMPLOYER

Sub-clause 12.1 of the Award is replaced as follows.

Notice of termination by the employer is provided for in Division 11, Sub-Division A, Section 117 of the *Fair Work Act 2009* (Commonwealth).

18.2 NOTICE BY EMPLOYEE

Sub-clause 12.2 of the Award applies to this Agreement with no variation.

18.3 JOB SEARCH ENTITLEMENT

Sub-clause 12.3 of the Award applies to this Agreement with no variation.

18.4 SUMMARY DISMISSAL

The employer shall be entitled to summarily dismiss an employee for default that constitutes willful misconduct, neglect of duty or actions which would justify instant dismissal. In such cases wages shall only be paid up to the time of dismissal only.

19. REDUNDANCY

19.1 REDUNDANCY PAY

Clause 13.1 of the Award refers to Redundancy Pay being provided for in Division 11, Sub-Division B the *Fair Work Act 2009* (Commonwealth).

Application of Division 11, Sub-Division B of the Act is as follows:

- (A) Section 119 of the Act is replaced by Sub-Clause 19.2(D) of this Agreement.
- (B) Section 120 of the Act applies to this Agreement with no variation.
- (C) Section 121 of the Act applies to this Agreement with no variation.
- (D) Section 122 of the Act applies to this Agreement with no variation.
- (E) Section 123 of the Act applies to this Agreement with no variation.

19.2 GENERAL PROVISIONS APPLICABLE TO FULL-TIME AND PART-TIME EMPLOYEES

- (A) Where the employment situation in any section of Launceston Church Grammar School has changed to such an extent that a full redundancy (ie the position no longer exists) is necessary, the employer may give to the employee written notification of redundancy.
- (B) Where this notification is given, the notice shall indicate that in 4 weeks' time (5 weeks for employees aged over 45 years) the position occupied by an employee will be declared redundant.
- (C) Where the employment situation in any section of Launceston Church Grammar School has changed to such an extent that a partial redundancy (ie a reduction in working hours) is necessary, the employer may give to the employee written notification of partial redundancy.
 - (i) Where this notification is given, the notice shall indicate that in 4 weeks' time (5 weeks for employees aged over 45 years) the hours associated with the position occupied by an employee will be reduced to a level determined by the employer. The employee may then:
 - (1) agree to accept the reduction in working hours, in which case a partial redundancy calculated in accordance with the provisions of this clause and based on the reduction in work time, will be paid by the employer to the employee; or
 - (2) elect to declare the whole position redundant in which case a full redundancy calculated in accordance with the redundancy provisions of this clause will be paid by the employer to the employee.
 - (ii) Where the employee has been advised of the necessity for a partial redundancy, the employee must notify the employer of their decision to accept the proposed reduction of working hours or to declare the whole position redundant, within two weeks (14 days) of the notification of partial redundancy.

PROVIDED THAT part-time employees will not be eligible for the partial redundancy provisions contained in paragraph (C) of this sub-clause, when his or her FTE load is temporarily reduced in any given year, due to the naturally occurring variances in the Launceston Church Grammar School calendar dates.
- (D) Where an employee is made redundant in accordance with the provisions of this clause, the services of a recognised outplacement consultant shall be made available to the employee at the employer's expense.

PROVIDED THAT the employer's liability to provide such a service is limited to:

- (i) a maximum of \$1000.00 per employee; or
 - (ii) provision of the service for a maximum period of three calendar months from the date of the employee's termination;
 - (iii) whichever liability limit is reached first.
- (E) The amount of redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work at the time of termination:

Depending on the duration of service, an employee whose employment is terminated by reason of redundancy shall be entitled to a compensatory payment of:

One year's service or less	Nil
More than one year's service but less than two years	4 weeks
Two years' service but less than three years	6 weeks
Three years' service but less than four years	8 weeks
Four years' service but less than five years	10 weeks
Five years' service but less than six years	12 weeks
Six years' service but less than seven years	14 weeks
Seven years' service but less than eight years	16 weeks
Eight years' service but less than nine years	18 weeks
Nine years' service but less than ten years	20 weeks
Ten years' service but less than eleven years	22 weeks
Eleven years' service and over	24 weeks

PROVIDED THAT the maximum payment made under this sub-clause shall be 24 weeks.

PROVIDED FURTHER THAT an employee who has completed in excess of 11 years' service is terminated, the employee shall be entitled to receive one week compensatory redundancy payment for each completed year of service, in excess of eleven years, in addition to any compensatory redundancy payment calculated in accordance with the above table.

(F) The employee shall be entitled to receive (at least) a Statement of Service on the date of termination. Such Statement of Service shall contain (at least) the commencing and finishing dates of service, the reason for the termination of employment and the duties performed whilst employed.

(G) Where an employee has been given notice of termination due to redundancy in accordance with sub-clauses 19.2 (A) or (B) of this Agreement, the employer shall release the employee from their employment before the expiration of 4 or 5 weeks' notice period if requested to do so by the employee.

Where an employee has requested such a release the employee is not entitled to payment for the balance of their notice period.

(H) The calculation of the compensatory redundancy payment shall take into consideration any period of part-time employment by the employee during his or her current period of employment with the employer.

(I) All entitlements due to an employee terminated by reason of redundancy, shall be paid in a lump sum on the last day of employment.

19.3 TRANSFER TO LOWER PAID DUTIES

Sub-clause 13.2 of the Award applies to this Agreement with no variation.

19.4 EMPLOYEE LEAVING DURING THEIR NOTICE PERIOD

Sub-clause 13.3 of the Award is to be read in conjunction with Sub-Clause 19.2(F) of this Agreement.

19.5 JOB SEARCH ENTITLEMENT

Sub-clause 13.4 of the Award applies to this Agreement with no variation.

PART 4 – MINIMUM WAGES AND RELATED MATTERS

20. CLASSIFICATIONS

Clause 14 of the Award is replaced as follows.

All employees must be classified according to the structure set out in Clause 43 of this Agreement and paid the minimum wage in Clause 21 of this Agreement. The employer must advise an employee in writing of his or her classification and of any changes to their classification.

21. MINIMUM WAGES

21.1 ANNUAL RATES OF PAY

Sub-clause 15.1 of the Award is replaced as follows.

The annual rates of pay for Launceston Church Grammar School effective from the first full pay period commencing on or after (ffppcooa) 1 of March 2015 are provided in the table below.

Classification Level	Relativity	LCGS 1 March 2015 (ffppcooa)		
		Hourly	Weekly	Annual
Level 1	88%			
1.1		21.376360	801.61	41,683.90
1.2		22.234426	833.79	43,357.13
1.3		23.073488	865.26	44,993.30
Level 2	95%			
2.1		23.076752	865.38	44,999.67
2.2		23.833653	893.76	46,475.62
Level 3	100%			
3.1		24.291319	910.92	47,368.07
3.2		24.741401	927.80	48,245.73
Level 4	106%			
4.1		25.748797	965.58	50,210.15
4.2		27.083682	1,015.64	52,813.18
Level 5	115%			
5.1		27.935016	1,047.56	54,473.28
5.2		29.334577	1,100.05	57,202.42
Level 6	125%			
6.1		30.364149	1,138.66	59,210.09
6.2		32.472840	1,217.73	63,322.04
Level 7	138%			
7.1		33.522019	1,257.08	65,367.94
7.2		34.615295	1,298.07	67,499.83
7.3		35.708571	1,339.07	69,631.71
Level 8	161%			
8.1		39.109023	1,466.59	76,262.59

PROVIDED THAT the rates detailed above are based on a FTE week of 37.5 hours in accordance with Clause 28 of this Agreement.

21.2 COMMENCE LEVEL AND PROGRESSION

Sub-clause 15.2 Award applies to this Agreement with no variation.

21.3 JUNIOR EMPLOYEES

Sub-clause 15.3 of the Award is replaced as follows.

- (A) A junior employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

- (B) The provisions of sub-clause 21.3(A) do not apply to employees employed under the classification of Boarding Supervision Services employees as defined in Clause 6 of this Agreement.

21.4 APPRENTICES

Sub-clause 15.4 of the Award applies to this Agreement with no variation.

21.5 INCLUSION OF PAY-LEVEL 3.3

From the date of commencement of this Agreement, an additional pay level of 3.3 will be incorporated into the table provided for in Sub-Clause 21.1 of this Agreement.

- (A) The reference point for the minimum hourly rate of pay for this level on 1 March 2016 (ffppcoa) will be pay-level 3.2 as at 1 March 2015 (ffppcoa), plus the wage rise provided for in Sub-Clause 21.6(A)(ii) of this Agreement.

- (B) Pay-level 3.3 will only be applicable to the classification of Classroom Support Services employees Grade 3.
 - (i) Classroom Support Services employees Grade 3 engaged on or after 1 January 2010 in the role of Teacher Aide, who at the date of commencement of this Agreement are on pay-level 3.2 will be transitioned to pay-level 3.3.
 - (ii) Employees engaged in the role of Teacher Aide prior to 1 January 2010, whose hourly rates are preserved at the NTH2 classification under the terms of his or her current employment contract, will be transitioned to pay-level 3.3 on 1 March 2018 (ffppcooa).

21.6 WAGE RISES

- (A) The parties to the Agreement agree to the following wage rises:
 - (i) With the exception of pay-level 3.3, the agreed wage rises will be 2.5 % in 2016, 2.5% in 2017 and 2.5% in 2018.
 - (ii) For pay-level 3.3 the wage rises will be 3.2% in 2016, 3.2% in 2017 and 3.236249% in 2018.
- (B) During the life of this Agreement, the salary increases will be applied from the first full pay period commencing on or after 1 March 2016, 1 March 2017 and 1 March 2018 respectively.
- (C) Salary will be paid fortnightly in arrears.
- (D) The following table shows the wage increases over the life of the Agreement.

Classification Level	Relativity	1/3/2015 ffppcooa	1/3/2016 ffppcooa 2.5% 3.2%(3.3)	1/3/2017 ffppcooa 2.5% 3.2% (3.3)	1/3/2018 ffppcooa 2.5% 3.236249% (3.3)
Level 1	88%				
1.1		21.376360	21.910769	22.458538	23.020002
1.2		22.234426	22.790287	23.360044	23.944045
1.3		23.073488	23.650324	24.241582	24.847622
Level 2	95%				
2.1		23.076752	23.653670	24.245012	24.851137
2.2		23.833653	24.429494	25.040232	25.666237
Level 3	100%				
3.1		24.291319	24.898601	25.521066	26.159093
3.2		24.741401	25.359936	25.993934	26.643783
3.3		Not Applicable	25.533126	26.350186	27.202943
Level 4	106%				
4.1		25.748797	26.392516	27.052329	27.728637
4.2		27.083682	27.760775	28.454794	29.166164
Level 5	115%				
5.1		27.935016	28.633390	29.349225	30.082956
5.2		29.334577	30.067940	30.819639	31.590130
Level 6	125%				
6.1		30.364149	31.123252	31.901333	32.698866
6.2		32.472840	33.284661	34.116778	34.969697
Level 7	138%				
7.1		33.522019	34.360071	35.219072	36.099549
7.2		34.615295	35.480677	36.367694	37.276887
7.3		35.708571	36.601285	37.516317	38.454225
Level 8	161%				
8.1		39.109023	40.086750	41.088918	42.116141

21.7 ABSORPTION OF FAIR WORK AUSTRALIA WAGE RISES

- (A) The parties to this Agreement agree that any rise to the minimum Award rates handed down by the Fair Work Commission, may be absorbed by the % rises detailed in this Agreement in sub-clause 21.6.

PROVIDED THAT the wage rates detailed in this Agreement, will remain above the minimum rates specified in the Award.

- (B) Should the wage rates detailed in this Agreement fall below the corresponding minimum Award rates set by the Fair Work Commission; the Agreement rates will be adjusted to match the Award rates.

22. ALLOWANCES

22.1 CARETAKER'S ACCOMMODATION

Sub-clause 16.1 of the Award applies to this Agreement with no variation.

22.2 FIRST AID ALLOWANCE

Sub-clause 16.2 of the Award applies to this Agreement with no variation.

22.3 MEAL ALLOWANCE

Sub-clause 16.3 of the Award applies to this Agreement with no variation.

22.4 ON CALL AND RECALL ALLOWANCE

Sub-clause 16.4 of the Award applies to this Agreement with no variation.

22.5 SLEEPOVER/OVERNIGHT ALLOWANCE

Sub-clause 16.5 of the Award is replaced as follows.

- (A) Subject to paragraph B of this sub-clause, where the employer requires a Boarding Supervision Services employee or a Nursing Services employee to sleepover on the employer's premises or at a school camp site for a period outside that of the employee's normal rostered hours of duty, the following arrangements will apply:
- (i) the employee will be entitled to an amount of 11% of the standard rate per sleepover, which is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
 - (ii) where the employee is required by the employer to perform work during a sleepover, the employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
 - (iii) any time worked under paragraph (A)(ii) of this sub-clause will be taken into account for the purposes of Clauses 16 and 28 of this Agreement;
 - (iv) the payments in this sub-clause will not extend beyond the period of the sleepover; and
 - (iv) the employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee.

- (B) An employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use is not entitled to the sleepover allowance provided for under paragraph (A) of this sub-clause.
- (C) For employees other than those specified in paragraph (A) of this sub-clause, the following Sleepover/Overnight Allowance provisions shall apply:
 - (i) Employees, other than those specified in paragraph (A) of this sub-clause and specialist Curriculum Resources Services employees engaged in Outdoor Education, who are requested to accompany students on overnight excursions will be entitled to payment of a Sleepover/Overnight Allowance of \$50 per night when involved in overnight supervision of students (ie camps and excursions).
 - (ii) In addition to the above allowance, employees eligible for a sleepover / overnight allowance in accordance with paragraph (C)(i) of this sub-clause who are required to be away from their home for any absence of three (consecutive) nights or more, will be entitled to the work day off immediately following their return (or if this a weekend or public holiday, the next available work day).

PROVIDED THAT the employer and the employee may vary the arrangement for the taking of the day off, from that stipulated in paragraph (C)(ii) of this sub-clause, by mutual agreement.

- (iii) This allowance will be increased annually in the same manner as the provisions contained in sub-clause 21.6 of this Agreement.

Overnight Allowance	2016	2017 – 2.5%	2018 – 2.5%
Rate per Night	\$50	\$51.25	\$52.53

22.6 TOOL ALLOWANCE

Sub-clause 16.6 of the Award applies to this Agreement with no variation.

22.7 UNIFORM/PROTECTIVE CLOTHING ALLOWANCE

Sub-Clause 16.7 of the Award applies to this Agreement with no variation.

22.8 VEHICLE ALLOWANCE

Sub-clause 16.8 of the Award is replaced as follows.

(A) Where an employee is required to travel by Launceston Church Grammar School in the performance of his or her duties, the following provisions regarding the use of motor vehicles shall apply:

- (i) In the first instance, the use of a school fleet vehicle is the preferred option.
- (ii) For an individual trip greater than 100km:
 - (1) Where the use of a School fleet vehicle is not an option, the use of a hire vehicle is the next preferred option.
 - (2) Alternatively, an employee may request the use of a private motor vehicle.

Where a hire vehicle is used

The School will pay all costs associated with the hire of the vehicle.

Where a private motor vehicle is used, the following factors apply:

Driver's Licence – The employee must hold a current valid Australian driver's licence covering the period of approved use.

Registration – The vehicle is required to have a current certificate of registration covering the period of approved use.

Insurance – The employee is required to arrange adequate insurance cover for his or her private motor vehicle. Please refer to the Human Resources Handbook for further guidance.

Reimbursement – The School will reimburse the employee at the rate of 40c per kilometre.

PROVIDED THAT the employee is required to provide to the Headmaster or Headmaster's delegate satisfactory evidence of the factors listed above.

- (iii) For an individual trip less than 100km, where a private motor vehicle is used:
 - (1) Reimbursement will be at the rate of 78c per kilometre, with a maximum payment of up to 400 kilometres per week (Monday to Sunday).

(B) School Provided Vehicles Assigned to Particular Roles

The School must pay all expenses including registration, running and maintenance where the School provides a motor vehicle which is used by an employee in the performance of the employee's duties.

22.9 ADJUSTMENT OF EXPENSE RELATED ALLOWANCES

Sub-clause 16.9 of the Award applies to this Agreement applies with no variation.

22.10 PERSONAL HYGIENE ALLOWANCE

(A) General Principles

Some students require assistance managing aspects of their personal hygiene while at school. These students may have physical and or intellectual disabilities.

- (i) All general staff involved in assisting students with personal hygiene procedures will receive appropriate training in standard infection control procedures and safe manual handling practices.
- (ii) Sufficient staff will be available to ensure the safety of students and staff where personal hygiene activities are being undertaken.

(B) Personal Hygiene Allowance Payment

Employees who are required to regularly undertake personal hygiene duties with high needs students, will be paid an allowance of \$11.50 per week.

PROVIDED THAT employees engaged in the role of Teacher Aide in the Early Learning programme will receive the Personal Hygiene Allowance as a standard condition of employment.

22.11 RESPONSIBILITY ALLOWANCES

Employees appointed by the employer to carry out extra-curricular and / or pastoral care programme duties / responsibilities additional to those specified in Clause 20 of this Agreement, will, in addition to their salary, be paid an allowance in accordance with the provisions of Clause 22.7 of the Launceston Church Grammar School (Teachers) Enterprise Agreement (AG2015/4991).

23. ACCIDENT PAY

Clause 17 of the Award does not apply and was deleted from the Award from 5 March 2015.

24. HIGHER DUTIES

Clause 18 of the Award applies to this Agreement with no variation.

25. PAYMENT OF WAGES

25.1 ARRANGEMENTS FOR WHEN WAGES ARE PAID

Clause 19 of the Award applies to this Agreement with no variation.

25.2 REMUNERATION PACKAGING

(A) Purpose

This clause facilitates the provision of salary and benefit packages to employees whose employment is covered by this Agreement.

(B) Definitions

For the purpose of this sub-clause:

Benefits means the benefits selected by the employee from the benefits provided by the employer;

Benefit(s) Value means the amount specified by the employer as the cost to the employer of the benefit(s) provided including fringe benefits tax and packaging fee, if any;

Fringe Benefits Tax means tax imposed by the *Fringe Benefits Tax Act 1986* (Commonwealth).

Salary Sacrifice Benefits means the salary sacrifice benefits made available by the School from time to time, but will include – superannuation contributions to the extent relevant legislation permits an employee to salary sacrifice superannuation, at or above the minimum level specified by the School. Contributions will be made in accordance with Clause 28 of this Agreement.

(C) Conditions of Employment

Except as provided by this clause, an employee must be employed;

- (i) at a salary based on the salary scale detailed in Clause 21 of this Agreement; and
- (ii) on terms and conditions not less than those prescribed in this Agreement; or
- (iii) where the terms and conditions are not covered by this Agreement, not less than those terms and conditions prescribed by the Award.

(D) Salary Packaging Offer

The Headmaster or Headmaster's delegate may offer to provide and the employee may agree in writing to accept;

- (i) the benefits selected by the employee from those made available by the employer; and
- (ii) a salary equal to the difference between the benefit value and the salary which would have applied to the employee under Clause 21 of this Agreement in the absence of an agreement made under the provisions of this clause.

(E) Available Benefits

The benefits will be those made available by the employer.

(F) Notification of Benefits Value

The Headmaster or Headmaster's delegate must advise the employee in writing of the benefit value and any packaging fee that will apply before the employee and the employer enter into an agreement pursuant to paragraph (D) of this sub-clause.

(G) Salary Adjustment Authorisation

The employee authorises the Headmaster or Headmaster's delegate to make the appropriate adjustments to the employee's salary in paragraph (F) of this sub-clause, as a consequence of any change to a benefit(s) value or packaging fee that may apply.

(H) Taxation Liability

The employee is, and remains, liable to pay or reimburse the School for any fringe benefits tax, or any other tax, and any salary packaging fees imposed by the School (or a party acting under contract for the School) on any benefit provided to an employee under this sub-clause. Any such amounts included in the calculation of benefit value will be recognised as a contribution from the employee towards the liability imposed by this sub-clause.

(I) Calculation of Salary During Leave

Where, during the currency of an agreement entered into under paragraph (D) of this sub-clause:

- (i) an employee takes leave on full pay the employee will receive the benefits and salary referred to in paragraph (D) of this sub-clause;
- (ii) an employee who takes leave without pay the employee is not entitled to any benefits during the period of leave;
- (iii) an employee who takes leave on less than full pay the employee will receive:

(1) the benefits; and

(2) an amount of salary calculated by applying the formula:

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

where:

W = the salary determined under Sub-Clause (c) of this section

P = the percentage of salary payable during the leave

B = the benefit value

A = the amount of salary

(J) Other Payments

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

- (i) during employment; or
- (ii) on termination of employment in respect of untaken paid leave; or
- (iii) on death,

will be at the rate of pay which would have applied to the employee under paragraph (A)(ii) of this sub-clause, in the absence of an agreement under paragraph (D) of this sub-clause.

(K) Overpayments and Other Liabilities

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

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

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

(L) Amount of Sacrifice

For the life of this Agreement, at the request of an employee with due consideration of their financial circumstances, the employee may elect to salary sacrifice any amount, to the benefits provided for in paragraph (E) of this sub-clause.

(M) Changes to Packages

Unless otherwise mutually agreed, an employee may only amend his or her salary packaging arrangements once in every 12 month period and must provide the School's administration with 2 pay cycle's notice of any changes.

(N) Cessation of Arrangements

Salary packaging arrangements under this sub-clause may be discontinued as follows:

- (i) by written notice of at least 2 pay cycle's from the employee; and
- (ii) on termination of the employee's employment; and
- (iii) if the School is unable to continue such arrangements; and
- (iv) if legislative changes prevent continuation of such arrangements.

(O) Independent Advice

The employer makes no representation that the salary packages offered will be financially advantageous for the employee concerned. It is the employer's expectation that employees will seek independent financial advice prior to entering into any salary packaging arrangement that may be offered by the employer.

26. SUPERANNUATION

Clause 20 of the Award applies to this Agreement with no variation.

27. SUPPORTED WAGE AND NATIONAL TRAINING WAGE

Clause 21 of the Award applies to this Agreement with no variation.

PART 5 – HOURS OF WORK AND RELATED MATTERS

28. ORDINARY HOURS OF WORK

28.1 FULL-TIME AND PART-TIME ORDINARY HOURS OF WORK

Sub-clause 22.1 of the Award is replaced as follows.

Subject to this clause, a full-time employee's ordinary hours of work will be 37.5 per week. The ordinary hours of work for a part-time or casual employee will be in accordance with sub-clause 16.4 of this Agreement.

28.2 AVERAGING OF HOURS

Sub-clause 22.2 of the Award applies to this Agreement with no variation.

28.3 WHEN ORDINARY HOURS MAY BE WORKED

Sub-clause 22.3 of the Award is replaced as follows.

- (A) The ordinary hours of work will be worked on no more than 5 days in any 7 days.
- (B) For all employment classifications as defined in Clause 20 of this Agreement, the ordinary hours of work are to be worked on any day from Monday to Sunday between the hours of 6.00am and 8.00pm.

PROVIDED THAT where there is mutual agreement between the employer and the majority of employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

28.4 REASONABLE ADDITIONAL HOURS (PART-TIME EMPLOYEES)

Sub-clause 22.4 of the Award is replaced as follows.

An employer may require a part-time employee to work reasonable additional hours in accordance with the provisions of this clause.

- (A) Where the employee's hours are averaged:
 - (i) the employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in sub-clause 28.3 of this Agreement, do not result in the employee working more than 7.5 hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and

- (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (B) Where the employee's hours are not averaged:
- (i) The employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in sub-clause 28.1(c)(ii) of this Agreement, and do not result in the employee working than 7.5 hours on that day; and
 - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (C) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (D) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this Agreement, the Award or the NES.

28.5 BREAKS BETWEEN PERIODS OF DUTY

Sub-clause 22.5 of the Award applies to this Agreement with no variation.

29. ROSTERED DAYS OFF

- (A) Clause 23 of the Award does not apply to this Agreement.
- (B) In lieu of a system for Rostered Days Off, the general staff of Launceston Church Grammar School have access to documented School policies for Flex-time and Purchased Leave.

30. BREAKS

30.1 MEAL BREAK

Sub-clause 24.1 of the Award is replaced as follows.

An employee will be entitled to an unpaid meal break of thirty minutes no later than 6 hours after commencing work.

30.2 REST BREAK

Sub-clause 24.2 of the Award applies to this Agreement with no variation.

31. SHIFT WORK

31.1 ORDINARY HOURS FOR SHIFTWORK

Sub-clause 25.1 of the Award applies to this Agreement with no variation.

31.2 DEFINITIONS

Sub-clause 25.2 of the Award is replaced as follows.

The following shift definitions apply:

- (A) **Day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in Sub-Clause 28.3 of this Agreement.
- (B) **Afternoon shift** is a shift which is not a day shift and which finishes after 8.00pm Monday to Friday.
- (C) **Night Shift** is a shift which is not a day shift and which finishes after midnight but at or before 6.00am Monday to Friday.
- (D) Shift hours worked on weekdays shall attract the appropriate penalty rate as described in sub-clause 31.2 of this Agreement.
- (E) Ordinary time worked on a Saturday or Sunday shall attract the appropriate penalty rate as described in sub-clauses 31.2 of this Agreement.

31.3 BROKEN SHIFTS

Sub-clause 25.3 of the Award applies to this Agreement with no variation.

31.4 ROSTERING

Sub-clause 25.4 of the Award applies to this Agreement with no variation.

32. PENALTY RATES

32.1 SHIFTWORK

Sub-clause 26.1 of the Award applies to this Agreement with no variation.

32.2 SATURDAY AND SUNDAY WORK

Sub-clause 26.2 of the Award applies to this Agreement with no variation.

32.3 PENALTY RATES ARE NOT CUMULATIVE

Sub-clause 26.3 of the Award applies to this Agreement with no variation.

33. OVERTIME

33.1 OVERTIME RATES

Sub-clause 27.1 of the Award is replaced as follows.

- (A) An employee will be paid overtime for all authorised work performed in excess of 37.5 ordinary hours per week as follows:

PROVIDED THAT if the additional work is performed between;

- (i) Monday to Saturday – 150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay thereafter; or
 - (ii) On a Sunday – 200% of the ordinary hourly rate of pay; or
 - (iii) On a public holiday – 250% of the ordinary hourly rate of pay.
- (B) Except that a Nursing Services employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate plus a penalty of 50% of the ordinary time rate for all time worked.
- (C) Overtime will be calculated weekly (Monday to Sunday)

33.2 TIME OFF INSTEAD OF OVERTIME PAYMENT

Sub-clause 27.2 of the Award applies to this Agreement with no variation.

33.3 MAKE-UP TIME

Sub-clause 27.3 of the Award applies to this Agreement with no variation.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

34. ANNUAL LEAVE

34.1 ANNUAL LEAVE IS PROVIDED FOR IN THE NES

Sub-clause 28.1 of the Award refers to annual leave being provided for in the NES.

Part 2-2, Division 6 of the *Fair Work Act 2009* (Commonwealth) describes the requirements for annual leave

Sub-clause 28.1 of the Award applies to this Agreement with no variation.

34.2 ANNUAL LEAVE DURING NON-TERM WEEKS

Sub-clause 28.2 of the Award is replaced as follows.

- (A) An employer may require an employee to take their annual leave during non-term weeks.
- (B) Employee's whose contract of employment provides for leave without pay during non-terms weeks in accordance with Clause 17 of this Agreement, and who work a full year covered by the Award and this Agreement are entitled to 4 weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with the School's non-term weeks.

PROVIDED THAT the provisions of paragraph (B) of this sub-clause are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each calendar year during the life of this Agreement.

34.3 ANNUAL LEAVE LOADING

Sub-clause 28.3 of the Award is replaced as follows.

- (A) During the period of annual leave, an employee will receive a loading calculated on the rate of wage prescribed in Clause 21 of this Agreement. Annual leave loading is payable on leave accrued on the following bases:
 - (i) Employees who would have worked on day work only had they not have been on leave – 17.5% of their ordinary rate of pay.
 - (ii) Employees who would have worked on shiftwork had they not been on leave 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.

- (B) Annual leave loading will be paid to employees with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.

34.4 PAID LEAVE IN ADVANCE OF ACCRUED ENTITLEMENT

Sub-clause 28.4 of the Award applies to this Agreement with no variation.

35. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

Clause 29 of the Award refers to personal/carer's leave and compassionate leave being provided for in the NES.

Part 2-2 Division 7 of the *Fair Work Act 2009* (Commonwealth) describes the requirements for Personal/Carer's Leave and Compassionate leave.

Clause 29 of the Award applies as follows.

35.1 PAID PERSONAL

Sections 95 to 101 of the Act applies to this Agreement with no variation.

35.2 UNPAID CARER'S LEAVE

Sections 102 and 103 of the Act applies to this Agreement with no variation.

35.3 COMPASSIONATE LEAVE

Sections 104 to 106 of the Act applies to this Agreement with no variation.

35.4 NOTICE AND EVIDENCE REQUIREMENTS

Section 107 of the Act is replaced as follows.

Notice

- (A) An employee must give the employer notice of the taking of leave under sub-clause 35.4 of this Agreement.
- (B) The notice:
 - (i) Must be given to the employer as soon as is reasonably practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.

Evidence

- (A) An employee who has given the employer notice of the taking of leave under sub-clause 35.4 of this Agreement must give the employer evidence, subject to the provisions of paragraph (iv) below that would satisfy a reasonable person that:
- (i) if it is paid personal/carer's leave – the leave is taken for a reason specified in sub-clause 35.1 of this Agreement; or
 - (ii) if it is unpaid carer's leave – the leave is taken for permissible occasion in circumstances specified in sub-clause 35.2 of this Agreement; or
 - (iii) if it is compassionate leave – the leave is taken for a permissible occasion in circumstances specified in sub-clause 35.3 of this Agreement.
 - (iv) An employee is not required to give evidence for the first two consecutive days of leave, to a maximum of 5 instances each calendar year.

Compliance

An employee is not entitled to take leave under this clause unless the employee complies with sub-clause 35.4 of this Agreement.

Modern Awards May Include Evidence Requirements

A modern award may include provisions in relation to the kind of evidence than an employee must provide in order to be entitled to paid personal/carer's leave, unpaid carer's leave or compassionate leave.

Note: Personal information given to an employer under this clause may be regulated under the *Privacy Act 1988* (Commonwealth).

36. COMMUNITY SERVICE LEAVE

Clause 30 of the Award refers to Community Service Leave being provided for in the NES.

Part 2-2 Division 8 of the *Fair Work Act 2009* (Commonwealth) describes the requirements for community service leave.

Clause 30 of the Award applies to this Agreement with no variation.

37. PUBLIC HOLIDAYS

Clause 31 of the Award refers to Public Holidays being provided for in the NES.

Part 2-2 Division 10 of the *Fair Work Act 2009* (Commonwealth) describes the requirements for community service leave.

Clause 31 of the Award applies as follows.

37.1 PUBLIC HOLIDAYS ARE PROVIDED FOR IN THE NES

Sub-clause 31.1 of the Award applies to this Agreement with no variation.

37.2 PAYMENT FOR WORK ON A PUBLIC HOLIDAY

Sub-clause 31.2 of the Award applies to this Agreement with no variation.

37.3 SUBSTITUTION OF PUBLIC HOLIDAYS

Sub-clause 31.3 of the Award applies to this Agreement with no variation.

37.4 EASTER TUESDAY

In accordance with sub-clause 37.3 of this Agreement, the parties agree to substitute the regional holiday known as "Launceston Cup Day" as prescribed by the Statutory Holidays Act 2000 (Tasmania) with Easter Tuesday each calendar year. Easter Tuesday will be a paid public holiday for all purposes of this Agreement.

38. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Parental Leave is provided for in Part 2-2 Division 5 of the *Fair Work Act 2009* (Commonwealth). Part 2-2, Division 5 of the Act applies to this Agreement and is supplemented by the sub-clauses below.

38.1 GENERAL

Sections 67 to 69 of the Act apply to this Agreement with no variation.

38.2 PARENTAL LEAVE

Sections 70 to 79B of the Act apply to this Agreement with no variation.

38.3 OTHER ENTITLEMENTS

Sections 80 to 85 of the Act apply to this Agreement with no variation.

38.4 APPLICATION OF PAID PARENTAL LEAVE

Paid parental leave arrangements provided for in Clause 38 of this Agreement, shall apply in the circumstances of the birth of a child who is born to the eligible employee's partner or de facto partner or the adoption of a child who is placed with the employee and the employee's partner or de facto partner.

38.5 PAID PARENTAL LEAVE (MATERNITY LEAVE)

A Paid Parental Leave scheme is provided for by the Federal Government. With this scheme, eligible employees may receive up to 18 weeks of Parental Leave Pay at the rate of the National Minimum Wage.

- (A) Paid parental leave when an employee participates in the National Minimum Wage Parental Leave Pay scheme

Where an eligible employee participates in the National Minimum Wage Parental Leave Pay scheme, the following provisions will apply:

- (i) Permanent Full-time and Part-time Employees

Permanent full-time and permanent part-time employees will have paid to them the difference between the rate of pay and the corresponding FTE Load to which the employee was entitled immediately before commencement of parental leave; and the National Minimum Wage. This difference will be funded by the School for the duration of the paid parental leave taken by the employee. Payment will be made in the first pay period after the commencement of parental leave.

PROVIDED THAT the maximum amount of combined employer and Government funded paid maternity leave is 18 weeks.

- (ii) Entitlement to Additional Periods of Paid Maternity Leave

An employee shall be required to complete a period of at least 12 months continuous service following the return to work from parental leave before being eligible for a further period of paid parental leave in accordance with the sub-clauses above.

- (iii) Leave accruals whilst on paid parental leave and superannuation

For the duration of an eligible employee's parental leave, both paid and unpaid components of parental leave do not attract any leave accruals for any other form of paid leave and do not attract employer superannuation contributions.

(B) Paid parental leave where an employee does not participate in a National Paid Parental Leave Scheme

Where an employee chooses not to participate in the National Paid Parental Leave Scheme, is ineligible to participate in the National Paid Parental Leave Scheme or the National Paid Parental Leave ceases to exist:

(i) Permanent full-time and part-time employees

Permanent full-time and permanent part-time employees not participating in a National Paid Parental Leave Pay scheme shall be entitled to leave on full pay as per sub-clause (B)(iii) of this Agreement. Payment of paid maternity leave will be at the rate and corresponding FTE load to which the employee was entitled immediately before commencing parental leave, and will be paid in the first pay period after the commencement of parental leave.

(ii) Entitlement to additional periods of paid maternity leave

An employee shall be required to complete a period of at least 12 months continuous service following the return to work from parental leave before being eligible for a further period of paid maternity leave in accordance with the sub-clauses above.

(iii) Amount of paid maternity leave

For the purposes of paragraph (B) of this sub-clause, the specified period for payment paid maternity leave is 12 weeks.

(iv) Leave accruals whilst on parental leave and superannuation

For the duration of an eligible employee's parental leave, both paid and unpaid components of parental leave do not attract any leave accruals for any other form of paid leave and do not attract employer superannuation contributions.

38.6 PAID PARENTAL LEAVE (PATERNITY LEAVE)

- (A) For the duration of this Agreement a permanent employee who has completed at least 12 months continuous service with Launceston Church Grammar School, shall be entitled to a total of 5 work days paid paternity leave on full pay to be taken between;
- (i) the time of hospitalisation of the expectant mother in preparation for the birth or the commencement of the mother's labour, whichever occurs first; and
 - (ii) the fifth clear weekday following the return home of the mother and/or child (or children) following the birth.
 - (iii) For a part time employee payment for the 5 days paid paternity leave shall be based on the FTE load that the part time employee was undertaking immediately prior to the commencement of the leave.

PROVIDED THAT this leave is not transferable and any entitlement shall be forfeited should the employee not take, for whatever reason, the leave within the time period detailed above.

- (B) Entitlement to additional periods of paid paternity leave

An employee shall be required to complete a period of at least 12 months continuous service following the return to work from parental leave before being eligible for a further period of paid paternity leave in accordance with the sub-clauses above.

- (C) Leave accruals whilst on paternity leave and superannuation

For the duration of an eligible employee's parental leave, both paid and unpaid components of parental leave do not attract any leave accruals for any other form of paid leave and do not attract employer superannuation contributions.

- (D) Introduction of the National Paid Paternity Leave Scheme

- (i) For the life of this Agreement, the provisions of sub-clause 35.6 of this Agreement shall be in addition to the National Paid Paternity Leave scheme.
- (ii) An employee must satisfy all the requirements of the National Paid Paternity Leave scheme in order to receive the payment, in particular the requirements for the taking of leave.

39. LONG SERVICE LEAVE

39.1 LONG SERVICE LEAVE ENTITLEMENT AND ACCRUAL RATES

- (A) For the life of this Agreement, an employee covered by this Agreement will be entitled to 10.4 weeks long service leave after the completion of 8 years continuous service.
- (B) After completing 8 years continuous service an employee shall accrue further long service leave at the rate of 6.5 working days for each additional completed year of continuous service (or pro-rata for part thereof).
- (C) An employee who has completed 8 years continuous service is entitled;
 - (i) to take long service leave in accordance with the provisions of this Agreement and the School's long service leave policy; or
 - (ii) be paid their accrued long service leave entitlement on termination of employment, provided that the termination is not due to serious and wilful misconduct.
- (D) An employee who has completed 7 years continuous service, but has not completed 8 years' service, will be entitled to pro-rata long service leave calculated on the basis of 6.5 working days for each completed year of continuous service or part thereof;
 - (i) if the employee attains the age for retirement;
 - (ii) if the employee's employment is terminated on account of illness of such a nature to justify the termination of that employment;
 - (iii) if the employee's employment is terminated on account of incapacity or domestic or other pressing necessity of such a nature to justify the termination of that employment; or
 - (iv) if the employee's employment is terminated by the employer for any reasons other than serious and wilful misconduct.

39.2 MINIMUM AMOUNT AND TAKING OF LEAVE

Clause 12(5) of the *Long Service Leave Act 1976* (Tasmania) does not apply to this Agreement and is replaced as follows.

The minimum amount of long service leave that can be taken by an eligible employee is 1 term week or 5 consecutive work days exclusive of public holidays and weekends.

39.3 CALCULATION OF LONG SERVICE LEAVE

Long service leave payment shall be calculated on the basis of the employee's FTE and salary at the:

- (A) commencement of the period of long service leave; or
- (B) date of termination of employment.

39.4 OTHER MATTERS PERTAINING TO LONG SERVICE LEAVE

All other conditions relating to long service leave shall be in accordance with the *Long Service Leave Act 1976* (Tasmania), the Launceston Church Grammar School Long Service Leave policy and is subject to the approval of the Headmaster or Headmaster's delegate.

40. LEAVE WITHOUT PAY

- (A) Application for Leave Without Pay

An employee may apply for leave without pay, the granting of such leave is at the discretion of the Headmaster or Headmaster's delegate.

- (B) Return to Work Guarantee

Upon completion of leave without pay, an employee is entitled to return to:

- (i) the employee's pre-leave without pay position; or
- (ii) if that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-leave without pay position.

PROVIDED THAT the maximum consecutive period of leave without pay, where the return to work guarantee applies shall be 2 years.

PROVIDED FURTHER THAT this clause shall be effective from the date of commencement of this Agreement and shall not be retrospective.

41. EXCEPTIONAL CIRCUMSTANCES LEAVE

- (A) Employees, other than casual employees, covered by this Agreement are entitled to apply for additional paid leave for absences from work which have become necessary due to exceptional circumstances.
- (B) **Exceptional circumstances** means, for the purposes of this clause, extreme personal events; as a result of which the employee must take time of work, where it is not appropriate for the leave period to be deducted from an existing leave accrual or alternative entitlement.

For example but not limited to; absence due to/or to deal with instances of domestic violence or family breakdown, or absence due to an illness covered by a medical certificate and recognised by the School as an infectious condition (as defined by the Department of Health and Human Services).

- (C) The entitlement to exceptional circumstances leave is limited to 5 term days per calendar year. For part time employees the exceptional circumstances Leave entitlement shall be based on the employee's FTE at the time of taking the leave.

PROVIDED THAT the limit of 5 term days can be subject to negotiation between the Headmaster or Headmaster's delegate and the employee depending on the particulars of the need for exceptional circumstances leave.

PROVIDED FURTHER THAT with due consideration of the exceptional circumstances, final approval for leave beyond 5 term days per calendar year will be at the discretion of the Headmaster or Headmaster's delegate.

- (D) The exceptional circumstances leave entitlement does not accrue from year to year.
- (E) Applications for exceptional circumstances leave are to be made via the completion of the relevant Application for Leave form and submitted in accordance with the process outlined on the form.
- (F) Wherever possible, applications following school procedures, should be made in advance. However the School acknowledges, that in certain circumstances, applications may need to be made retrospectively.

PART 7 – MISCELLANEOUS PROVISIONS

42. PROFESSIONAL LEARNING

Launceston Church Grammar School is committed to the continued development of general staff by providing financial assistance and/or leave from work for the purposes of professional learning.

(A) Financial Assistance

- (i) The costs associated with professional learning activities that have been instigated by the employer will be provided for by the employer.

It is an expectation of employment that employees will participate in employer instigated professional learning activities.

- (ii) Permanent full-time and part-time employees undertaking professional learning at the instigation of the employee, which at the discretion of the employer directly relates to their role within Launceston Church Grammar School, may be provided with financial assistance to assist with the costs of the professional learning activity.

- (1) The amount of financial assistance provided will be determined on an individual basis. Consideration will be given to the direct costs associated with the activity and will include but not limited to:

- Activity registration
- Travel expenses
- Incidental expenses associated with the activity

- (2) Reimbursement of the agreed financial assistance will be retrospective, upon successful completion of the professional learning activity.

(B) Professional Learning Leave

- (i) As a minimum standard, an employee covered by this agreement shall have access to, on an annual basis, sufficient paid professional learning leave as is necessary to maintain any existing professional qualification(s) and/or grading(s) relevant to the employee's role within Launceston Church Grammar School.
- (ii) Additional paid or unpaid professional learning leave may be granted at the discretion of the employer.

- (iii) Applications for both paid and unpaid professional learning leave must be submitted to the Human Resources Manager in writing, detailing the proposed dates for the leave, along with any necessary supporting documentation and/or evidence (applications made under paragraph (B)(i) of this clause are necessary in order to determine the most suitable timing for the taking of such leave).
- (iv) Employees undertaking professional learning activities in accordance with paragraph (A)(ii) of this clause that require formal assessments, may be provided with paid time release from normal work duties to attend the formal assessments.

43. PERSONALLY FUNDED LEAVE SCHEME

(A) Philosophy

The Parties to this Agreement recognise that the quality of an employee's working and family life may be improved by employee's experiences outside of the school environment, including further education, professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.

(B) Definitions

- (i) **Participant** means an employee who has entered into a PFLS agreement with the employer and has commenced participation in the PFLS (as defined).
- (ii) **PFLS** means the Personally Funded Leave Scheme.
- (iii) **PFLS agreement** means the Personally Funded Leave Scheme agreement, signed by both the employer and employee, which sets out the commencement date, the completion date, the leave period, and the duration of the employee's participation in the PFLS.

(C) Application to Participate

On completion of twelve months continuous service with the employer an employee covered by this agreement (other than casual and fixed term employees) may notify the employer of their wish to join the PFLS offered by the School. The scheme allows employees to apply for twelve months leave without pay in their fifth calendar year of participation in the five year scheme. Participation in the scheme is conditional upon:

- (i) A written application notifying the employer of the employee's wish to join the scheme. This letter must be lodged and the application officially approved by the Headmaster, by 31st of March of the calendar year in which you wish to join the scheme (nothing prevents an employee from making application in the preceding calendar year if they wish).
 - (ii) Following admission to the PFLS the employee must provide to the employer, before the end of that calendar year, proof that they have taken independent and proper financial advice regarding their ongoing financial ability to participate in the PFLS. Proof will be in the form of a statement from a recognised and independent financial consultant to the effect that, all things being equal, they will be able to continue to meet their financial commitments over the period of their participation in the scheme. An employee's continued membership of the scheme is conditional on receipt of this statement within the required time.
 - (iii) Toward the end of the third calendar year of an employee's participation in the PFLS the employer and employee will meet to determine whether the employee wishes to continue with their membership of the scheme. If the employee decides to continue their membership into the fourth year the employer will commit to providing to the employee:
 - (1) A guarantee that they will be able to take the fifth calendar year off as leave without pay; and
 - (2) A guaranteed position to return to (otherwise redundancy provisions prevail); and
 - (3) the arrangement will be locked in place.
- (D) Withdrawal from the PFLS

Subject to paragraph (c)(iii) of this clause, if the employee determines at that point that they do not wish to continue participating in the scheme then the employee must notify the employer of their decision in writing before the end of that (third) calendar year.

44. TRANSITIONAL PROVISIONS

Schedule A of the Award applies to this Agreement with no variation.

45. CLASSIFICATIONS

Schedule B of the Award Applies to this Agreement with no variation.

46. SUPPORTED WAGE SYSTEM

Schedule C of the Award applies to this Agreement with no variation.

47. NATIONAL TRAINING WAGE

Schedule D of the Award applies to this Agreement with no variation.

48. APPRENTICES

Schedule E of the Award applies to this Agreement with no variation.

49. NO FURTHER CLAIMS

The parties agree that for the duration of the Agreement no further claims will be made by either party, on the other in respect of wages or working conditions not covered by this Agreement.

Launceston Church Grammar School reserves the right to make additional payments to individuals where it deems appropriate.

SIGNATORIES TO THE AGREEMENT

Signed on 14/12 2015 for and on behalf of the School Board of Launceston Church Grammar School.



Mr Robert Stephen John NORRIS
Headmaster

I, Robert Stephen John Norris of 69 Elphin Road, LAUNCESTON Tasmania 7250, have been delegated authority to sign this Agreement on behalf of the School Board of Launceston Church Grammar School.

Witness signature



Witness name (print)

Christine Margaret FARRELL.

Date: 14/12/2015

Signed on 11/12 /2015 for and on behalf of all employees employed by the employer under the scope of the Educational Services (Schools) General Staff Award 2010.



Mrs Janet Dawn Knowles
Employee Bargaining Representative

I, Janet Dawn Knowles of 5 Hyde Court, PROSPECT Tasmania 7250, have been delegated authority to sign this Agreement on behalf of the general staff of Launceston Church Grammar School.

Witness signature



Witness name (print)

LISA JOY LOCKHART.

Date: 11/12/2015