



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Mary's Anglican Girls' School (Inc) T/A St Mary's Anglican Girls' School
(AG2017/4372)

ST MARY'S ANGLICAN GIRLS' SCHOOL (INC) ENTERPRISE AGREEMENT 2018

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 8 JANUARY 2018

Application for approval of the St Mary's Anglican Girls' School (Inc) Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *St Mary's Anglican Girls' School (Inc) Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St Mary's Anglican Girls' School (Inc) T/A St Mary's Anglican Girls' School. The Agreement is a single enterprise agreement.

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

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

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 January 2018. The nominal expiry date of the Agreement is 31 December 2020.



DEPUTY PRESIDENT

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Annexure A



5 January 2018

Fair Work Commission
GPO Box 1994
MELBOURNE VIC 3001

Dear Sir/Madam

AG2017/4372 - Application for approval of the St Mary's Anglican Girls' School (Inc) Enterprise Agreement 2018

We confirm via undertaking that where the Agreement is silent, the relevant award or NES entitlement will be incorporated.

Yours sincerely



Lynne Thomson
Principal

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.

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

SCHEDULE

1. - TITLE

This agreement will be known as the St Mary's Anglican Girls' School (Inc) Enterprise Agreement 2018 and shall replace the St Mary's Anglican Girls' School (Inc) Enterprise Bargaining Agreement 2017.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Date and Duration of Agreement
6. Interaction with the Parent Award and the Fair Work Act
7. Replacement of Existing Arrangements
8. Single Bargaining Unit
9. Objectives
10. Professional Practices
11. Salary Rates
12. Conditions of Employment
13. Individual Flexibility
14. Consultation regarding major workplace change
15. Dispute Resolution Procedure
16. No Further Claims
17. No Precedent
18. Signatories

3. - PARTIES TO THE AGREEMENT

This Agreement is made between St Mary's Anglican Girls' School (Inc) (the School), the Independent Education Union of Western Australia (the IEUwa), and the teachers who are employed within the scope of the Educational Services (Teachers) Award 2010.

4. - SCOPE OF AGREEMENT

- (1) This agreement shall apply to teachers who are employed within the scope of the Educational Services (Teachers) Award 2010.
- (2) The number of teachers covered by this agreement at 25 August 2017 is 152

5. - DATE AND DURATION OF AGREEMENT

- (1) This Agreement shall come into effect seven (7) days after the date of approval by the Fair Work Commission, and shall apply until 31 December 2020.
- (2) Subject to the provisions of the Act, the School will commence discussions on a new Enterprise Agreement no later than three (3) months prior to the expiration of this Agreement.

6. – INTERACTION WITH THE PARENT AWARD AND THE FAIR WORK ACT

- (1) This Agreement shall be read and interpreted in conjunction with the Educational Services (Teachers) Award 2010 (“the Award”).
- (2) Nothing in this Agreement is intended to provide an employee with a lesser entitlement than the minimum legal entitlements allowed within the NES. Where this Agreement provides an employee with a lesser entitlement than allowed within the NES, the employee shall be paid or provided with the higher entitlement in the NES.

7. – REPLACEMENT OF EXISTING ARRANGEMENTS

- (1) To the extent of the bound parties, this Agreement fully replaces and supersedes in entirety all the terms and conditions of all previous Awards and Agreements and other industrial instruments.
- (2) If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

8. – SINGLE BARGAINING UNIT

- (1) The parties to this Agreement have conducted negotiations and reached full agreement.

9. - OBJECTIVES

The objectives of this Agreement are to:

- (1) Accept a mutual responsibility to maintain a working environment which will ensure that the School and its teachers become genuine participants and contributors to the School's aims, objectives and philosophy, namely to be a school of excellence with strong pedagogy; a pro-active and fully integrated pastoral care system and programme; and a vibrant, diverse and extensive co-curricular programme, all set within the context of an Anglican school.
- (2) Develop further a culture and working environment that values teachers as professionals and is collaborative in nature while recognising the need for people in positions of authority to be decisive.
- (3) Ensure the School is well-positioned to attract and maintain the highest quality teachers.
- (4) Safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge in the light of research findings into best practice as well as technological developments.
- (5) Acknowledge that continuing improvement will be fostered by the continuation of a relationship based on trust, support, loyalty and open communication. The parties agree that the willingness to accept change and the desire for the pursuit of excellence are fundamental assumptions in the pursuit of this goal.

10. – PROFESSIONAL PRACTICES

The parties are committed to the development of staff professional practices as it is believed that the pursuit of an excellent teaching and learning programme and a positive and dynamic school environment is best attained by staff who both value and who have opportunities for professional growth. The parties have a shared commitment to provide a nurturing working environment in which staff embrace the School's pastoral care programme and value and engage in performance review and professional development activities. It is recognised that a commitment to the improvement of professional practice necessitates a time commitment and the active involvement of all staff.

(1) Professional Responsibilities

The parties recognise that there is a wide range of duties and responsibilities included in the profession of teaching. These will be performed efficiently, punctually and in a highly professional manner.

(2) Performance Review

The School is committed to a systematic performance review process which:

- (a) encourages regular reflection and feedback on performance and pedagogical practice;
- (b) ensures that the individual's goals and directions are consistent with those of the School;
- (c) guides personal and professional development; and
- (d) guides career development.

(3) Professional Development

The School and the teaching staff acknowledge that the responsibility for professional development is shared and the upgrading of skills and experience can best occur when both the School and teaching staff share responsibility for professional development by undertaking both in-service and external courses and training partly during School time and partly during the teachers' own time.

(4) Pastoral Care

The parties accept the significant role the School's pastoral care system plays in the development of students and agree to continue to develop and enhance pastoral care at the School. Further, the parties accept that all teachers have a significant pastoral care role at all times and recognise that the pastoral care system underpins and complements this.

(5) Co-Curriculum Programme

The parties recognise that much of the life and culture of the School is derived from activities involving teachers and students outside regular classroom hours and boundaries. All members of the teaching staff are expected to make a meaningful contribution to the School's co-curriculum programme.

11. - SALARY RATES

- (1) (a) Salary scales are as follows:

	Base Salary	From 1 Jan 2018	From 1 Jan 2019	From 1 Jan 2020
Step		2.00%	2.00%	2.25%
	\$	\$		
1 (5)	75,628	77,141	78,684	80,454
2 (6)	78,798	80,374	81,981	83,826
3 (7)	82,469	84,118	85,800	87,731
4 (8)	86,444	88,173	89,936	91,961
5 (9)	90,819	92,635	94,488	96,614
6 (10)	94,404	96,292	98,218	100,428
7 (11)	97,580	99,532	101,523	103,807
8 (12)	101,563	103,594	105,666	108,043
9 (13)	105,539	107,650	109,803	112,274
10 (14)	109,461	111,650	113,883	116,445

On appointment, a teacher shall be placed on the appropriate salary band according to qualifications and full-time experience. Teachers will then proceed on completion of each full time equivalent year of service up to and including Step 10.

- (b) ST status may be applied for once the teacher has commenced on the top of the scale. It needs to be done in the first term of that year, and if successful, the ST will commence from January the following year.
- (c) The annual rate allowance for the position of Senior Teacher Level (ST) shall be calculated on Step 10 of this Agreement plus 5.0%.
- (d) ST status will be subject to a performance review every three (3) years.
- (e) No Senior Teacher will be paid both Senior Teacher allowance and another monetary allowance. They will be paid whichever allowance is the greater.

(2) The payment of salaries will be on a fortnightly basis.

(3) Allowances

(a) Responsibility Scales will be published within the School each year for teachers to view on the teacher's server on the school network.

(b) All financial allowances will be indexed to salary increases.

12. – CONDITIONS OF EMPLOYMENT

(1) Probationary Period

Staff will initially be appointed as Probationary Teachers. The period of probation will be one (1) year. To be appointed to the permanent staff, teachers will be required to undergo a formal performance review. The period of probation may be extended for a second year if the necessary level of skills and expertise has not been shown. The probationary period will be recognised as service when considering Superannuation, Long Service Leave benefits and Sick Leave entitlements.

(2) Continuous Service

For the purpose of this Agreement, 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.

(3) Leave

(1) Long Service Leave

- (a) Notwithstanding the provisions of the Long Service Leave Act 1958, from 1 January 1995, a teacher who has completed eight years' continuous service with the School shall be entitled to take ten (10) weeks' long service leave on full pay, corresponding with a completed term.
 - (i) As from the 1st of January 2004, a teacher's entitlement to paid long service leave for each year of service will accrue at the rate of 1.3 weeks
 - (ii) For the period 1 January 1995, to 31 December 2003 a teacher's entitlement to paid long service leave for each year of service will accrue at the rate of 1.25 weeks.
 - (iii) For any service prior to 1 January 1995, the accrued entitlement for long service leave shall be that which is prescribed under the terms of the award, at that time.
- (b) From 1 January 2006 a teacher who has completed eight (8) years continuous service and accrued an entitlement to paid long serviced leave in accordance with sub clauses (a) above, will accrue their second and subsequent entitlement to paid long service leave at the rate of 1.43 weeks for each year of continuous service. This is the equivalent of 10 weeks after seven (7) years of continuous service.
- (c) Long Service Leave may only be taken after a teacher has accrued an entitlement to ten (10) weeks leave and may be taken as one block or a maximum of two parts.

- (d) Salary will be paid over one term as follows: Leave for the number of teaching weeks of the term plus a top-up payment for the balance to a total of 10.4 weeks. For example, in a 9.8 week teaching term, paid leave would be 9.8 weeks and the top-up payment would be 0.6 weeks.
- (e) Upon resignation or retirement and after seven (7) years of service the teacher will receive a pro-rata payment in lieu of long service leave.

(2) Personal/Carer's Leave

- (a) Notwithstanding the provisions of Clause 24 – Personal/Carer's Leave and Compassionate Leave of the Award:
 - (i) a teacher who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal illness or injury shall be entitled to payment during such absence, and;
 - (ii) a teacher with direct responsibilities to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member shall be entitled to payment during such absence.
- (b) Entitlement to payment shall accrue monthly at the rate of twelve and a half days (12.5) for each completed year of service.

(3) Unpaid Carer's Leave

- (a) An employee is entitled to two (2) days of unpaid carer's leave for each occasion when a member of their immediate family or household requires care or support of a personal illness, injury, or an unexpected emergency.
- (b) An employee may take unpaid carer's leave for each occasion as a single continuous period for up to two days, or any separate periods to which the staff member and the principal agree.
- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

(4) Compassionate Leave

- (a) An employee is entitled to two (2) days of Compassionate Leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household.

- (b) The Compassionate Leave can be taken as:
 - (i) a single continuous two (2) day period; or
 - (ii) two (2) separate periods of one (1) day each; or
 - (iii) any separate periods the employee and employer agree.
- (c) An employee does not accumulate compassionate leave.

(5) 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 Principal.
- (b) A teacher applying for leave under this sub-clause must state the period of such leave and the reason for which the leave is being sought.
- (c) Leave without pay does not constitute a break of service.
- (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 (1) year.

(6) Special Leave

The School acknowledges that some "special considerations" for leave may be required. A teacher may on sufficient cause being shown, be granted special leave with pay.

- (a) "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, and
 - (iii) the absence from duty is required due to pressing necessity.
- (b) The period determined at the discretion of the Principal, having regards to all circumstances, would not normally exceed three (3) days in any one year.
- (c) Where leave with pay is not available, the Principal may, at their discretion provide another option which may or may not include leave without pay.

(4) Parental Leave

The Parental Leave provisions of the National Employment standards apply.

(a) Paid Parental Leave

Female teachers who give birth or adopt a child, subject to (4)(f), and make application to take Parental Leave, shall be entitled to paid Parental Leave.

(b) Paid Parental Leave for full-time teachers shall be:

6 weeks paid Maternity Leave after two (2) years continuous service with the School;
10 weeks paid Maternity Leave after three (3) years continuous service with the School;
12 weeks paid Maternity Leave after four (4) years continuous service with the School;
14 weeks paid Maternity Leave after five (5) years continuous service with the School.

Such leave to be taken immediately after the birth of the child.

(c) In order to access more than one paid Parental Leave, teachers are expected to return to their previous teaching position for the equivalent of one (1) full academic year of teaching.

(d) Paid Parental Leave for part-time teachers shall be as follows:

When a teacher has worked part-time during the relevant period of continuous service (referred to in sub-clause 4(b) above) prior to taking Parental Leave, the number of weeks paid leave will be on a pro rata basis of that of a full-time teacher and paid at the salary step paid to the teacher at the time of taking Parental leave.

(E.g. If a part-time teacher has met the requirements for 14 weeks leave and their pro-rata teaching load is 0.5 of a full time teaching load, then they would be entitled to seven (7) weeks leave at the full-time rate of pay).

(e) Partner Leave

Teachers with two (2) years continuous service with the School, whose partner gives birth, or adopts a child less than 2 years old, subject to (4)(f), and makes application to take partner leave, shall be entitled to one (1) week's paid leave. Pro rata paid leave will apply for teachers who were part time during the two (2) years continuous service.

(f) Adoption Leave

Teachers are not entitled to adoption-related Paid Parental or Paid Partner Leave unless the child is, or is to be, placed with the employee for adoption:

- (i) is, or will be, under 2 as at the day of the placement, or the expected day of placement, of the child; and
- (ii) has not, or will not have lived continuously with the employee for a period of 3 months or more as at the day of placement, or the expected day of placement, of the child; and
- (iii) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

(5) Salary Packaging

- (a) The School will nominate a Salary Packaging company to arrange and administer the salary packaging arrangements agreed to by the teacher, the School and the nominated company on a no liability basis on the School's behalf.
- (b) Salary packaging will apply to superannuation, leasing of motor vehicles, mortgage repayments and subscriptions to a nominated Health Fund.
- (c) Terms and conditions will be as agreed between the School, the packaging provider and the teacher.

(6) Deferred Salary Scheme

- (a) To enable staff to take self-funded paid leave of absence in the fifth year of service, it is agreed that teaching staff will be permitted to defer 20% of each year's salary over four (4) continuous years and that the amounts thus deferred will be paid to the staff member in the fifth year.
- (b) Leave of absence taken under this scheme will not qualify as service for the accrual of entitlements.
- (c) Teaching staff wishing to participate in this scheme will apply to the Principal.

(7) Compulsory Superannuation

- (a) Employer contributions shall be paid at least monthly for each week of service that the eligible teacher completes with the school.
- (b) The School agrees to salary sacrifice superannuation deductions, other than Superannuation Guarantee Contribution requirements, providing the superannuation deductions are applicable to a complying superannuation fund under Commonwealth Government Superannuation Legislation.

(8) Lunchtime Supervision

Where a teacher is required to undertake lunchtime supervision such duty shall be rostered so as to allow for a fair and reasonable meal break.

(9) Time Off

Time Off is time given, subject to the following:

- (a) In return for teachers doing boarders' prep for Senior School teachers, the time-off entitlement shall be two (2) periods per cycle, except during first cycle and last cycle of the school year where time-off shall not be taken.

(b) For Junior School teachers, the time-off entitlement shall be as follows:

- (i) Each teacher shall be rostered for a regular, cyclic time-off of 30 minutes at the end of one day.
- (ii) The time-off would only be available on the rostered day.
- (iii) The time-off would not be available during the first and last cycles of the school year.
- (iv) Teachers should notify the office as they leave.

(10) Redundancy Payments

The following redundancy scale will apply for permanent staff:

At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

13. – INDIVIDUAL FLEXIBILITY

- (1) Notwithstanding any other provisions of this agreement, an employee and the School may agree to vary the effect of this agreement to meet the genuine individual needs of the employee and the School.
- (2) The terms that an employee and the School may agree to vary the effect of are those concerning:
 - (a) hours of work;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- (3) Any arrangement for individual flexibility under this clause must be genuinely agreed to by the employee and the School. This arrangement must be in writing and signed by the School and the employee (including the employee's parent or guardian where he/she is under 18 years of age). A copy of the agreement must be given to the employee within 14 days of it being agreed to.
- (4) The School must ensure that the terms of the individual flexibility arrangement;
 - (a) are 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.
- (5) The individual flexibility arrangement may be terminated:
 - (a) by the employee or the School giving 28 days' notice of termination, in writing, to the other party; or
 - (b) at any time, by written agreement between the employee and the School.

14. – CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- (1) Where the School has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that is likely to have significant effects on employees covered by this agreement, or proposes to introduce a change to the regular roster or ordinary hours of work of employees covered by this agreement, the School will notify the employees who may be affected by the proposed changes and their representatives.
- (2) Significant effects include potential redundancies; major changes in the composition, operation or size of the School's work force or the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (3) The School will discuss with the affected employees and their representatives (if any) the introduction of the major changes, the effects the changes are likely to have on employees and the measures to avert or mitigate any adverse effects of such changes on employees. The School will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (4) The discussions will commence as early as practical after a definite decision has been made by the School to make a major change.
- (5) As part of the discussions the School will provide in writing to the affected employees and their representatives (if any) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the School is not required to disclose confidential information.
- (6) At any stage during this process an employee may appoint a representative of their choice in writing. The School's obligation to consult or provide information to the representative only occurs after the notice is provided to the School.

15. - DISPUTE RESOLUTION PROCEDURE

A dispute is defined as any question, dispute or difficulty arising out of this Agreement.

The following procedure shall apply to any dispute between an employee covered by this agreement and the School about any matter arising under the agreement or in relation to the National Employment Standard (NES):

- (1) the employee(s) will discuss the question, dispute or difficulties with the Deputy Heads in the Junior School and the relevant Head of Department in the Senior School, who will attempt to resolve the issue;
- (2) if the matter is not resolved, the matter will be referred to an Executive staff member, who will attempt to resolve the issue;
- (3) if the matter is not resolved, the matter will be referred to the Principal, who will attempt to resolve the issue;
- (4) if the matter still remains unresolved, then either party to the dispute may refer the matter to a mutually agreed independent third party for mediation or conciliation. Should the parties to the dispute not agree on the appointment of a third party for mediation, then the matter shall be referred to Fair Work Australia for mediation or conciliation;
- (5) if the matter remains unresolved, then the parties may agree that it be dealt with by arbitration;
- (6) if the matter is dealt with by arbitration, then the parties to the dispute agree to be bound by the decision made.
- (7) at any or all stages of the above procedure, either party may appoint a representative of their choice in writing, to assist in resolution of the dispute;
- (8) at all times whilst a question or dispute is being resolved normal work will continue.

16. - NO FURTHER CLAIMS

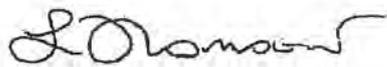
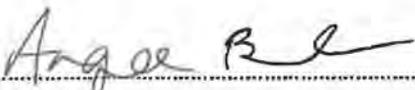
It is a condition of this Agreement that the parties will not seek any further claims, with respect to salaries or conditions, unless they are consistent with the determinations of Fair Work Australia.

However, further matters may be negotiated and implemented before the expiration of this Agreement provided there is agreement between the parties with respect to such matters.

17. - 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.

18. – SIGNATORIES

 (Signature) Lynne Thomson Principal St Mary's Anglican Girls' School (Inc) 75 Elliott Road Karrinyup WA 6019	 (Signature) Josephina Detata Senior School Representative of Teaching Staff Bargaining Committee St Mary's Anglican Girls' School (Inc) 75 Elliott Road Karrinyup WA 6019
 (Signature) Angela Bryant <i>Briant</i> Representative of IEUwa Suite 20 63 Knutsford Avenue Rivervale WA 6984	 (Signature) Helen Shaw Junior School Representative of Teaching Staff Bargaining Committee St Mary's Anglican Girls' School (Inc) 75 Elliott Road Karrinyup WA 6019



5 January 2018

Fair Work Commission
GPO Box 1994
MELBOURNE VIC 3001

Dear Sir/Madam

AG2017/4372 - Application for approval of the St Mary's Anglican Girls' School (Inc) Enterprise Agreement 2018

We confirm via undertaking that where the Agreement is silent, the relevant award or NES entitlement will be incorporated.

Yours sincerely

Lynne Thomson
Principal

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CRICOS Number 00454C ABN 40 685 613 219

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer 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 the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer 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 the employer, 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 employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer 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 the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer 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).