

# RELIGIOUS INSTITUTE SCHOOLS AGREEMENT 2015-2019

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## PART 1 APPLICATION AND OPERATION

### 1.1 Title

This document shall be known as the Catholic Employing Authorities Single Enterprise Collective Agreement – Religious Institute Schools of Queensland 2015-2019.

### 1.2 Commencement Date

- 1.2.1 This Agreement shall operate seven (7) days after approval from the Fair Work Commission.
- 1.2.2 This Agreement shall remain in force until 30 June 2019 unless otherwise agreed in terms of the provisions of the *Fair Work Act 2009*.
- 1.2.3 Where this Collective Enterprise Agreement specifies an earlier operative date in relation to a particular provision, then that provision shall operate from that date for all applicable employees employed at that earlier date.

### 1.3 Definitions and Interpretation

- 1.3.1 "*Duty*" includes all tasks related to the educational development of students and tasks concerned with the maintenance of good order and behaviour.

Such tasks include class and group teaching and instruction; conducting excursions for instruction in school curriculum during school hours; setting and correcting assignments, tests, laboratory work, and examination papers; supervision of tests and examinations conducted in connection with the school curriculum; evaluating and assessing students' work; care of laboratories and their equipment; compiling mark registers; compiling syllabuses and work books; giving written reports on students' work and progress; and supervising students detained for punishment.

In the case of resident teachers "*duty*" also means any supervision or other tasks in connection with the boarding establishment of the particular school required of the resident teacher the school authority.

- 1.3.2 "*Teacher*" means and includes any employee other than the headmaster/headmistress or principal, who is ordinarily engaged in teaching full-time or part-time on the staff of a school.

The term also includes any teacher engaged in giving class instruction in physical education, commercial subjects, home science, agricultural subjects, art, music, manual training subjects or such other subjects approved by the Queensland Curriculum and Assessment Authority (QCAA).

The term also includes teachers who are seconded to the following organisations:

- (a) Brisbane Catholic Education;
- (b) The Catholic Education Offices (Dioceses of Toowoomba, Cairns, Townsville, and Rockhampton);
- (c) The Queensland Catholic Education Commission;
- (d) The Association of Independent Schools of Queensland; and
- (e) The Queensland Curriculum and Assessment Authority.

- 1.3.3 "*Union*" means the Independent Education Union of Australia (IEUA) (which includes, where appropriate to the context, the Independent Education Union of Australia – Queensland and Northern Territory Branch (IEUA-QNT)), the Australian Nursing and Midwifery Federation, Queensland Branch/Queensland Nurses Union of Employees (ANMF/QNU) and/or any other organisation which is registered pursuant to the *Fair Work (Registered Organisations) Act 2009* and which is eligible to cover an employee to which this Agreement applies.

- 1.3.4 "Year of Service" for the purpose of assessing the salary payable to a teacher shall be determined with due regard to their qualifications and years of service in a capacity equivalent to the particular category of teacher in a school or schools to which this Agreement applies, in a school or schools controlled by Education Queensland, and such other teaching service as the employing school might recognise.
- 1.3.5 "Fixed-term appointee" is defined as an employee appointed by the school to accommodate an identifiable short term need.
- 1.3.6 "Term-time employee" is an employee, other than a casual, who is engaged to work:
- (a) thirty-eight (38) ordinary hours per week but less than fifty-two (52) weeks per annum; or
  - (b) less than thirty-eight (38) ordinary hours per week and less than fifty-two (52) weeks per annum.
- The term-time definition in clause 1.3.6 applies to all categories of employees covered by this Agreement other than teachers and nurses. Specific terms and conditions applicable to term-time employees are contained in Schedule 6.
- 1.3.7 "Act" means *Fair Work Act 2009*.
- 1.3.8 "Party" means, for the purposes of this Agreement, an employer, an employee or a union which is covered by this Agreement.
- 1.3.9 "Immediate family" is defined in section 12 of the *Fair Work Act 2009* and means, for the purposes of this Agreement:
- (a) a spouse (or former spouse), de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (b) a child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner of the employee.
- 1.3.10 "Personal/Carer's leave" is defined in section 12 of the *Fair Work Act 2009* and means, for the purposes of this Agreement:
- (a) the employee is unfit for work because of a personal illness, or personal injury, affecting the employee; or
  - (b) to provide care and support to a member of the employee's immediate family, or a member of the employee's household, who requires care and support because of:
    - (i) a personal illness, or personal injury, affecting the member; or
    - (ii) an unexpected emergency affecting the member.
- 1.3.11 "Compassionate leave" is defined in section 12 of the *Fair Work Act 2009* and means, for the purposes of this Agreement:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (b) sustains a personal injury that poses a serious threat to his or her life; or
  - (c) dies.

## 1.4 Coverage

1.4.1 This Agreement will cover the following employers in relation to employees identified in clauses 1.4.2 and 1.4.3:

- (a) All Hallows' School Limited;
- (b) Brigidine College, Indooroopilly;
- (c) Downlands College;
- (d) Trustees of Edmund Rice Education Australia;
- (e) Iona College Limited;
- (f) Loreto College Coorparoo;
- (g) Lourdes Hill College;
- (h) Mount Alvernia College Limited;
- (i) Mt St Michael's College Limited;
- (j) Padua College Limited;
- (k) St Patrick's College Townsville Limited;
- (l) St Rita's College Limited;
- (m) St Ursula's College Limited;
- (n) St Ursula's College, Toowoomba;
- (o) Stuartholme School;
- (p) Trustees of the Marist Brothers - Ashgrove; and
- (q) Villanova College Limited.

1.4.2 Any employee of the employers identified in clause 1.4.1 who is covered by the *Educational Services (Teachers) Award 2010* and the *Educational Services (Schools) General Staff Award 2010* and who is employed in a school accredited by the Non-State School Accreditation Board (NSSAB) of Queensland or its successor.

1.4.3 Any employee of the employers identified in clause 1.4.1 who is employed as a deputy principal or as an assistant in a kindergarten or pre-prep which is part of a school accredited by the NSSAB or its successor and is under the direction of the school's principal.

## 1.5 Access to the Award and the National Employment Standards

The employer will ensure that a copy of this Agreement, and the NES, are readily accessible to all employees.

## PART 2 CONSULTATION AND DISPUTE RESOLUTION

### 2.1 Consultative Arrangements

- 2.1.1 The parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of Catholic Education. The parties also accept that according to the authority and responsibility structure of the college/school, final decision making remains the prerogative of the principal/employing authority. The principal/employing authority however, in coming to decisions, is committed to the process of consultation with employees.

Consultation and advice may continue to be facilitated through existing or revised structures. These may include:

- (a) regular meetings of staff, middle management and committees;
- (b) an executive committee of senior staff;
- (c) other committees or groups set up from time to time by the principal for a special purpose; and
- (d) various committees or officers appointed according to government regulation (e.g. Workplace Health and Safety).

- 2.1.2 An Enterprise Bargaining Consultative Committee is also an important element in the consultative structure within a college/school. It provides a mechanism to ensure that all people affected have an opportunity to participate in the implementation and monitoring of the collective enterprise agreement at the college/school level. Such an arrangement acknowledges the requirement for an atmosphere of mutual trust and co-operation.

- 2.1.3 The purpose of the School Enterprise Bargaining Consultative Committee is to:

- (a) provide an environment for greater two-way communication between the employer and the employees;
- (b) provide advice on the priorities for the implementation of the Collective Enterprise Agreement;
- (c) provide a forum in which employees participate in the implementation of the Collective Enterprise Agreement;
- (d) address issues and provide advice to the college/school regarding matters arising from this Agreement.

- 2.1.4 The employing authority shall establish (or reconstitute) an Enterprise Bargaining Consultative Committee at each college/school and shall determine its charter. An allocation of time for meetings shall be determined by the employing authority having regard to clause 7.8 of this agreement. The Enterprise Bargaining Consultative Committee will reflect the staffing structure of the college/school and would generally include:

- (a) two (2) persons appointed by the college/school employing authority;
- (b) one (1) union member elected by the IEUA college/school chapter;
- (c) three (3) members, one elected from each of the following areas: teaching, school officer and other services staff; provided that there is at least one representative from the teaching and support staff.

When appropriate, other relevant personnel may be co-opted for input on specific issues.

## 2.2 Consultation Regarding Major Workplace Change

*This clause is to be read in conjunction with clause 2.3 of this Agreement.*

- 2.2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure and/or to introduce new technology that is likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- 2.2.2 *Significant effects* include termination of employment; major changes in the composition, operation or size of the employer's workforce or in 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.
- 2.2.3 The employer will discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 2.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 2.2.4 The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 2.2.1.
- 2.2.5 Where an in principle decision is made by the employing authority to contract out work currently being done by a school employee(s), that decision will be deemed to a major change as encompassed by this clause. In such circumstances the employer will consult with the affected employee(s) and the relevant union(s) before a decision on this matter is finalised.

Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave and does not result in a school employee(s) being disadvantaged.

### *Change to Regular Roster or Ordinary Hours of Work*

- 2.2.6 If the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees:
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) clauses 2.2.7 to 2.2.11 apply.
- 2.2.7 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 2.2.8 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.
- 2.2.9 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).

2.2.10 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.2.11 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.2.12 In this clause: relevant employees means the employees who may be affected by a change referred to in clauses 2.2.1 to 2.2.11.

### **2.3 Workload/Intensity of Work (Managing Significant Change)**

2.3.1 Consideration shall be given at school and system level sites to the nature and implementation of changes that result from regulatory requirements and employer and/or school initiatives including the introduction of new technology.

2.3.2 Staff at the workplace level and at the system level shall be involved in the process of identifying and clarifying the industrial implications of such changes.

2.3.3 Before any significant change is introduced, that proposed change will be subject to a work impact study. A work impact study will involve consultation with all employees potentially affected by the proposed change.

2.3.5 The following matters shall be considered:

- (a) the Mission Statement of the school/system;
- (b) identification of the matters to be implemented;
- (c) clarification of the process of implementation;
- (d) clarification of the relevant structures to be implemented;
- (e) the resource support to be provided to staff. Consideration shall be given to the planning, implementation and evaluation of the change when determining this support;
- (f) the time frame for implementation;
- (g) the on-going role of staff in the process of implementation;
- (h) the structures and process by which relevant staff may acquire appropriate professional development, where necessary;
- (i) appropriate staffing formula;
- (j) identification of the short term and on-going impact on workload of the staff from the process of implementation;
- (k) identification of the technology hardware, software and associated professional development needed to implement the change; and

- (l) identification of teacher support, in particular for data entry and other clerical support, classroom resource development and other tasks associated with implementation of the change.

### 2.3.5 School Based Trials

- (a) The following initiatives may be trialled in an endeavour to respond to issues of workload and intensity of work. The decision of the number and type of initiative(s) trialled will be determined by each school using the established consultative mechanisms contained in this Agreement.
- (b) Terms of reference will be established at the commencement of a trial and should include the following:
  - (i) identification of the matter(s) to be trialled;
  - (ii) clarification of the process of trialling;
  - (iii) determination of the realistic time frame for the trial;
  - (iv) clarification of roles;
  - (v) identification of the necessary resources; and
  - (vi) determination of the review process.

*The following sub-clause applies to Religious Institute Boys' Schools and St Patrick's College Townsville.*

### 2.3.6 Matters which may be subject to trial shall include but not be limited to the following:

- (a) scheduling and structure of uninterrupted rest pauses and meal breaks;
- (b) scheduling and structure of playground duty and other student supervision;
- (c) arrangements for pastoral care responsibilities;
- (d) processes and structures for both communications with parents and scheduled parent – teacher interviews;
- (c) processes and structures to address communications (including emails);
- (d) ways of using time effectively and efficiently for a collegial approach to planning, setting, delivery and evaluating learning outcomes with year level, subject area and classroom colleagues;
- (e) effective methods for use of time for individual planning, preparation and correction;
- (f) processes and structures for more effective ways to manage administrative tasks arising out of the implementation of curriculum;
- (g) consideration of ways to more effectively use time for the planning, setting, delivery and evaluation of specialist curriculum;
- (h) consider structures and time for teachers meetings with other specialists (such as inclusion teacher, hearing impairment specialist and psychologist) in paid time;
- (i) structures for individual program development;
- (j) structures and processes to fulfil QCAA requirements;
- (k) structures and processes to ensure that staff meetings and curriculum meetings are an effective use of time;
- (l) identification of the timetabled planning, preparation and correction time periods that may be reclaimed for supervisions;

- (m) arrangements for the administration of planning, preparation and correction time in Primary schools/middle schools;
- (n) review current school practices and participation for the undertaking of voluntary extra-curricular activities;
- (o) Structures and processes for the implementation of emerging curriculum; and
- (p) timetable structures and school calendar effect on classroom time.

## **2.4 Procedures for Preventing and Settling Disputes**

*The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.*

- 2.4.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 2.4.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 2.4.3 If the grievance or dispute is not resolved under clause 2.4.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within twenty-four (24) hours after the request by the employee or the employee's representative.
- 2.4.4 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 2.4.6.
- 2.4.5 If the grievance or dispute is still unresolved after discussions mentioned in clause 2.4.3, the matter shall, in the case of a member of the union, be reported to the relevant officer of the union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 2.4.3 will not result in resolution of the dispute.
- 2.4.6 If, after discussion between the parties, or their nominees mentioned in clause 2.4.5, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Fair Work Commission.
- 2.4.7 Fair Work Commission may deal with the dispute in two (2) stages:
  - (a) 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
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) 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 Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 2.4.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 2.4.9 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.4.10 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Fair Work Commission with a view to the prompt settlement of the dispute.
- 2.4.11 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.
- 2.4.12 So as to remove doubt, the parties record that the reference to disputes or grievances in respect to any industrial matter includes disputes or grievances in relation to whether the employer had reasonable business grounds for refusing a request under the National Employment Standards for flexible working arrangements or an application to extend unpaid parental leave.

## **2.5 Agreement Flexibility**

- 2.5.1 Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
  - (a) arrangements for when work is performed;
  - (b) allowances;
  - (c) leave loading;
  - (d) overtime rates; and
  - (e) penalty rates.
- 2.5.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 2.5.3 The agreement between the employer and the individual employee must:
  - (a) be confined to a variation in the application of one or more of the terms listed in clause 2.5.1; and
  - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 2.5.4 The agreement between the employer and the individual employee must also:
  - (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under eighteen (18) years of age, the employee's parent or guardian;
  - (b) state each term of this agreement that the employer and the individual employee have agreed to vary;

- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 2.5.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 2.5.6 Except as provided in clause 2.5.4 (a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 2.5.7 Where an employee or an employer seeks to enter into an agreement as provided by this clause, the initiating party must provide a written proposal. Where the employer initiates the proposal and where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language and the opportunity to seek advice and assistance, to ensure the employee understands the proposal.
- 2.5.8 The Agreement may be terminated:
- (a) by the employer or the individual employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- 2.5.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

### **PART 3 TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

#### **3.1 Type of Employment**

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

- (a) full-time employment;
- (b) part-time employment;
- (c) job share employment;
- (d) casual employment;
- (e) fixed-term employment; or
- (f) term-time employment

#### **3.2 Part-time Employment – School Officers and Services Staff**

3.2.1 A part-time school officer is an employee who:

- (a) is employed for less than thirty-eight (38) ordinary hours per week on the basis of fifty-two (52) weeks per annum; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees covered by this Agreement.

- 3.2.2 At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours per week and the pattern of work required in accordance with clause 3.5 of this Agreement.
- 3.2.3 Any variation to the work pattern, including the normal starting and finishing times prescribed in clause 8.5.3 of this Agreement, will be in accordance with methods of altering the ordinary hours of work for full-time employees.
- 3.2.4 Subject to clause 8.4.3 the agreed number of ordinary hours per week may be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
- 3.2.5 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of one-thirty-eighth (1/38<sup>th</sup>) of the weekly rate prescribed for the class of work performed.
- 3.2.6 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 3.2.7 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

### 3.3 Job Share

The following provisions provide the minimum requirements to be included in job share guidelines:

- 3.3.1 Where job share guidelines currently do not exist, employers will develop, in consultation with employees and their representatives, guidelines which will address the areas listed below in Table 1. The provisions outlined below in Table 1 will be the minimum conditions to be included in any guidelines.
- 3.3.2 A central registry of names and relevant data of employees interested in job share arrangements shall be promoted and maintained. Such a registry will:
- (a) allow employees to enter their relevant data; and
  - (b) be accessible such that employees may be able to identify and make contact with potential job share partners.
- 3.3.3 Where an employer does not offer a register, it may be established by IEUA.
- 3.3.4 Notwithstanding the above, employees are required to apply for job share positions in accordance with existing policies and procedures, (incorporating the minimum provisions listed in the table below):

**Table 1**

Definition	The guidelines will define job share as a voluntary arrangement in which a full-time continuing position, occupied by a full-time continuing employee, is divided between that employee and another suitable employee. Both employees will share responsibility for the position for a fixed-term period.
Principles underpinning the guidelines	The guidelines will state that job share arrangements are arrangements entered into at employee initiative and that no employee will be coerced into taking up or converting to such a position.

Size of school ratio	The number of job share positions offered in any school shall not normally exceed one (1) to seven (7) – (one job share position to seven full-time positions). The employer may vary the ratio above the maximum of 1:7 where necessary or desirable.
Subsequent appointment	The guidelines will state that at the conclusion of the job share period both employees return to the position as designated in the relevant letter of appointment and the employment status each held before the job-share began.
Length of appointment	The guidelines will indicate that the job share positions are usually for one school year. Job share positions may be for shorter periods and may be negotiated at the end of each year for a subsequent period.
Arrangements	<p>Arrangements of the job share position will be detailed in a document signed by the employer/principal and employees to include but not limited to: days/hours worked, communication protocols, planning time, non-contact time, excursions, parent – teacher interviews, assessment and reporting procedures, playground and bus duty, attendance at staff meeting, timetabled sport and related arrangements, and professional development.</p> <p>The arrangements should outline the protocols to be followed, if for whatever reason, one member of the job share is unable to continue in the position during the period of the job share.</p>
Alterations to arrangements	The guidelines will indicate that alterations to arrangements may be initiated by the employee/s or employer and need to be mutually agreed. Such alterations will require at least two weeks' notice or a shorter period by mutual agreement, before implementation.
Division of position	The guidelines may recommend the position be divided according to full days but will provide for other options which may be mutually agreed between the employer and employees.
Rates of pay	The guidelines will specify that employees of job share positions are to be remunerated on a pro rata basis according to their classification and include reference to any relevant allowances.
Pro rata conditions and benefits	<p>The guidelines will specify that employees in job share positions will receive on a pro rata basis all entitlements in regard to: annual leave, annual leave loading, personal leave, long service leave, superannuation and all other relevant benefits and allowances.</p> <p>The guidelines will specify that where one employee in a job share position accesses personal leave or other short term leave the remaining employee will be offered the relief work. The method of remuneration associated with such relief work whether it be at the hourly rate with accrued leave entitlements or at the casual rate without accrued leave entitlements, will be agreed to and stated in initial arrangements.</p> <p>The guidelines will indicate that usual replacement conditions apply for leave such as long service leave, special leave, maternity/paternity and adoption leave.</p> <p>The guidelines will specify that where situations of redundancy occur, redundancy provisions will apply to the job share incumbent/s.</p>

Professional development	The guidelines will acknowledge that job share employees are entitled to access professional development and promotion as can full-time employees.
Calculation of service	Guidelines will specify that all work done by job-share employees counts towards incremental progression on a pro-rata basis.
Professional development planning days	Guidelines will specify that teacher job share employees are expected to attend professional development days as designated by the employer. The guidelines will specify remuneration arrangements for such attendance.

### 3.4 Casual Employees

#### 3.4.1 Casual Teachers

- (a) A casual teacher shall be employed on an intermittent basis to relieve a teacher absent from duty or to meet a short term staffing need.
- (b) A casual teacher shall be employed for a minimum period of three (3) hours per day and a maximum period of eleven (11) days in respect of any one engagement. There shall be a minimum payment of three (3) hours for each day so employed.
- (c) Casual teachers will be paid for the hours they are required to work.
- (d) Remuneration for a casual teacher shall be based on the scale of salaries prescribed in Schedule 1 (Wages, Salaries and Allowances) to this Agreement and in accordance with the formula contained in clause 4.6.
- (e) Casual teachers in secondary schools and will be paid for preparation and correction time at the rate of one hour for every five hours of teaching time. Casual teachers will not receive such payment in respect of the first two (2) days of any one engagement.
- (f) For the purposes of salary increments a casual teacher shall be deemed to have completed a year of service when the aggregate amount of time paid is 1,200 hours. Prior to 1 January 2013 a casual teacher was deemed to have completed a year of service when the aggregate amount of time paid was 1,000 hours.

#### 3.4.2 Casual School Officers

- (a) Casual school officers means an employee engaged and paid as such and who is employed by the hour for a maximum period of twenty (20) working days on any one engagement.
- (b) A casual school officer shall be paid an hourly rate equal to one-thirty-eighth (1/38th) of the weekly rate for a full-time employee plus twenty five percent (25%) with a minimum payment of two (2) hours for each day's engagement. Prior to 1 January 2013 the casual loading was twenty-three per cent (23%).

### 3.5 Contract of Employment – School Officers and Services Staff

#### 3.5.1 Each employee other than a casual employee shall be advised in writing at point of engagement and at other times when varied in accordance with this Agreement, the following:

- (a) The nature of engagement as either full-time or such other category as provided in clause 3.1.

- (b) If not full-time,
  - (i) the weeks the employee is to be employed, and
  - (ii) the days of the week the employee is to be employed.
- (c) The normal starting and finishing time for each day's employment.
- (d) The duration of the engagement in respect of employment for a fixed period.

### **3.6 Fixed-Term Contracts**

#### **3.6.1 Use of Fixed-Term Contracts – Teachers**

- (a) Fixed-term positions are those identified as meeting an identifiable short term need as in (e).
- (b) Employees whose positions are identified as continuing positions will be appointed to continuing status.
- (c) It is recognised that in some exceptional situations a teacher may accept appointment to a series of fixed-term appointments for a series of identifiable short term needs.
- (d) An employer will employ an employee on a fixed-term contract of employment only where the employee is appointed to cover an identifiable short term need.
- (e) An identifiable short term need could include:
  - (i) special projects;
  - (ii) proposed closure of a school;
  - (iii) short term funding;
  - (iv) filling the position of a specified employee who is on nominated leave from the school;
  - (v) filling the position of an employee arising from a resignation, where such position is declared vacant and no suitable permanent employee is available;
  - (vi) accommodating temporary enrolment fluctuations in a school resulting from a specific short term factor such as a population influx during the construction period of an industrial development;
  - (vii) providing release time for senior administration staff in a school where the relevant arrangements vary for a specific short term arrangement and consistent with clause 3.6.1 (f); and
  - (viii) employing a part-time teacher to address class size issues and/or enhance curriculum offerings on a short-term basis.
- (f) Part-time teachers, specialist teachers, graduate teachers and those providing release for senior administration will not as a matter of course be employed on a fixed-term basis.
- (g) A fixed-term contract of employment will not be used as a probationary period.
- (h) Where an employer employs an employee on a fixed-term contract, the employer will indicate in the employee's letter of appointment the identifiable short term need which the employee is appointed to fill. The letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.
- (i) Except as provided in clause 3.6.1 (e) (i) a fixed-term employee will not be employed for a period in excess of twelve (12) months. However, if the identifiable short-term need exists after the twelve (12) month period, a further fixed-term appointment (no longer than twelve months) may be agreed between the parties. Any agreement reached between an employer and an employee as prescribed by this clause shall be in writing and signed by both parties:

- (i) where an employer receives short term funding for a specific purpose/project and that funding covers a specified period which is in excess of twelve (12) months then an employee may be appointed for that specified period of time; or
- (ii) where an employee is provided with a period of parental leave in accordance with clause 6.7 of this Agreement which is in excess of twelve (12) months then an employee may be appointed on a fixed-term contract for that specified period of time; or
- (iii) where an employee commences on a specified period of approved leave (paid and/or unpaid) which is in excess of twelve (12) months then an employee may be appointed on a fixed-term contract for that specified period of time.

(j) Conversion from Fixed-Term to Continuing Status

The employer will provide information to any teacher on a fixed-term appointment of the procedures to be followed and the criteria used if the teacher wishes to apply for continuing status.

### 3.6.2 Use of Fixed-Term Contracts - School Officers

(a) Continuity of Service

- (i) Fixed-term positions are those identified as meeting a short term need as in clause 3.6.2 (b) (ii).
- (ii) Employees whose positions are identified as continuing positions will be appointed to continuing status.

(b) Fixed-Term Appointment

- (i) An employer will employ an employee on a fixed-term contract of employment only where the employee is appointed to cover an identifiable short term need.
- (ii) An identifiable short term need could include:
  - (A) special projects;
  - (B) proposed closure of a school;
  - (C) short term funding;
  - (D) filling the position of a specified employee who is on nominated leave from the school;
  - (E) filling the position of an employee arising from a resignation, where such position is declared vacant and no suitable permanent employee is available;
  - (F) accommodating temporary enrolment fluctuations in a school resulting from a specific short term factor such as a population influx during the construction period of an industrial development; and
  - (G) employing a part-time school officer to address class size issues and/or enhance curriculum offerings on a short-term basis.
- (c) Where an employer employs an employee on a fixed-term contract, the employer will indicate in the employee's letter of appointment the identifiable short term need which the employee is appointed to fill. The letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.
- (d) A fixed-term contract of employment will not be used as a probationary period.
- (e) Except as provided in clause 3.6.2 (f), a fixed-term employee will not be employed for a period in excess of twelve (12) months. However, if the identifiable short-term need exists after the twelve (12) month period, a further fixed-term appointment (no longer than twelve (12) months) may be agreed between the parties. Any agreement reached between an employer and an employee as prescribed by this clause shall be in writing and signed by both parties:

- (i) where an employer receives short term funding for a specific purpose/project and that funding covers a specified period which is in excess of twelve (12) months then an employee may be appointed for that specified period of time; or
  - (ii) where an employee is provided with a period of parental leave in accordance with clause 6.7 of this Agreement which is in excess of twelve (12) months then an employee may be appointed on a fixed-term contract for that specified period of time; or
  - (iii) where an employee commences on a specified period of approved leave (paid and/or unpaid) which is in excess of twelve (12) months then an employee may be appointed on a fixed-term contract for that specified period of time.
- (f) The employer will provide information to any school officer on a fixed-term appointment of the procedures to be followed and the criteria used if the school officer wishes to apply for continuing status.

### **3.7 Termination of Employment**

#### **3.7.1 Statement of Employment Service - Teachers**

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

#### **3.7.2 Statement of Employment Service – Support Staff**

A school officer or services staff member, upon termination of the employee's services for any reason whatsoever, shall be provided by the employer with a certificate of employment signed and dated by the employer containing the following particulars:

- (a) the full name and address of the employee;
- (b) a description of position in which the employee was engaged;
- (c) the dates on which the employee commenced and ceased employment in each of the positions;
- (d) the address of the workplace at which the employee was so engaged;
- (e) the classification levels in which the employee has been employed and the duration at each level since the 27 February 1995; and
- (f) periods of leave without pay taken during the period of employment with the employer.

#### **3.7.3 Termination by Employer - Full-time Teachers**

- (a) The employer shall give to a full-time teacher at least one month's notice in writing of the termination of their services.
- (b) Employees over forty-five (45) years of age at the time of the giving of notice, and with more than two (2) years' service with the employer, shall be entitled to an additional week's notice to that prescribed in clause 3.7.3 (a).
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given: provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- (e) The period of notice in clauses 3.7.3 (a) and 3.7.3 (b) shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal.

#### 3.7.4 Termination by Employer - Part-Time Teachers

- (a) The employer shall give to part-time teachers the following notice in writing of the termination of their services:
  - (i) less than three (3) years' service – two (2) weeks' notice
  - (ii) more than three (3) years but less than five (5) years - three (3) weeks
  - (iii) more than five (5) years – four (4) weeks
- (b) In addition to the notice in clause 3.7.4 (a) employees over forty-five (45) years of age at the time of the giving of notice and with not less than two (2) years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given: provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- (e) The period of notice in clause 3.7.4 (a) shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees.

#### 3.7.5 Termination by Employer – Support Staff

The employer will give to a school officer or services staff member, other than a casual employee, notice in writing of the termination of employment as follows:

- (a) if the employee's continuous service is:
  - (i) not more than three (3) years – two (2) weeks
  - (ii) more than three (3) years but not more than five (5) years – three (3) weeks
  - (iii) more than five (5) years – four (4) weeks
- (b) the notice required by clause 3.7.5 (a) will be increased by one (1) week if the employee:
  - (i) is over forty-five (45) years old; and
  - (ii) has completed at least two (2) years of continuous service with the employer;
- (c) where the employer does not give the appropriate notice payment in lieu of notice will be made to the employee.

#### 3.7.6 Notice of Termination by Employee

- (a) The notice of termination required to be given by a teacher employee shall be the same as that required of an employer: provided that there shall be no additional notice based on the age of the employee concerned.
- (b) A school officer or services staff member, other than a casual employee, will give to the employer two (2) weeks' notice in writing of intention to resign from the position.
- (c) If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice: provided that employment may be terminated by part of the period of notice specified and part withholding of wages in lieu thereof.

#### 3.7.7 Termination Payments

A termination payment to an employee shall be paid through an employee's existing banking arrangements by no later than the date of the next full pay period after termination.

### 3.8 Redundancy

#### 3.8.1 Consultation Before Terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 3.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out; provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 3.8.2 Transfer to Lower Paid Duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 3.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 3.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 3.8.3 Transmission of Business

- (a) Where a business is transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 3.8.3, "*business*" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "*transmission*" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "*transmitted*" has a corresponding meaning.

### 3.8.4 Time Off During Notice Period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.8.1 (a), the employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The employer shall, at its discretion, provide, on request, advice and reasonable assistance to facilitate transition to new employment opportunities.
- (b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### 3.8.5 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 3.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

### 3.8.6 Severance Pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 3.7, and subject to further order of the Fair Work Commission, an employee whose employment is terminated for reasons set out in clause 3.8.1 (a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	Nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years	16

- (b) "*Weeks' Pay*" means the ordinary time rate of pay for the employee concerned; provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

### 3.8.7 Superannuation Benefits

An employer may make an application to the Fair Work Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy).

### 3.8.8 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in clause 3.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice; provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

### 3.8.9 Alternative Employment

An employer, in a particular case, may make application to the Fair Work Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

### 3.8.10 Employees With Less Than One Year's Service

Clause 3.8 shall not apply to employees with less than one (1) year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

### 3.8.11 Employees Exempted

Clause 3.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

### 3.8.12 Employers Exempted

- (a) Subject to an order of the Fair Work Commission, in a particular redundancy case, clause 3.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous twelve (12) months.
- (b) The Fair Work Commission may amend sub-clause 3.8.12 (a) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.
- (c) A “*company*” shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
- (d) A company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

### 3.8.13 Exemption where Transmission of Business

- (a) The provisions of clause 3.8.6 are not applicable where a business is transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or

(ii) where the employee rejects an offer of employment with the transmittee:

- (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(b) The Fair Work Commission may amend clause 3.8.13 (a) (ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

### **3.9 Timely Notification of Resignation**

3.9.1 Employees should give as much notice as possible during school term time. The employing authority and IEUA agree to develop and promote an agreed commentary to inform and reassure employees regarding:

- (a) the operation of clause 4.1.2 of this Agreement in regard to vacation leave entitlements;
- (b) the recognition by employing authorities that employees will apply for various positions, and that employing authorities encourage employees to advise of their interest in, and application for, various advertised positions, and that such advice to the employing authority will not be to the employee's detriment; and
- (c) minimum notice of resignation in accordance with clause 3.7 of this Agreement.

### **3.10 Flexible Working Arrangements**

3.10.1 The employing authority acknowledges the changes in societal demands and the changing demographic of the profession. Flexible working arrangements may be accessible to employees whose personal responsibilities such as caring for elderly parents, care of grandchildren, care of children and transition to retirement necessitate an application by the employee for flexible hours, job share and/or part-time work.

3.10.2 Full-time employees on either continuing, fixed-term or term-time employment arrangements are able to make written application for part-time working arrangements under this provision.

3.10.3 Application made in accordance with 3.10.2 shall specify:

- (a) proposed commencement date for part-time work;
- (b) notification of the intention of the employee to return to full-time status; and
- (c) the proposed date of return to full-time status.

3.10.4 Such arrangements shall only be made at the request of the employee and by agreement with the employer.

3.10.5 In giving consideration to the employee's application to move to part-time work for a fixed period, the employer will take into account the following:

- (a) the particular circumstances of the employee that gives rise to the application;
- (b) the impact of the refusal of the application may have on the employee and their family; and
- (c) the operational requirements of the school, including the employer's capacity to re-organise work arrangements and secure competent replacement staff.

3.10.6 Flexible working arrangements shall not be unreasonably refused by the employer.

## **PART 4 WAGES AND RELATED MATTERS**

### **4.1 Salaries and Allowances - Teachers**

#### **4.1.1 Salaries and Allowances - Teachers**

- (a) The salary increases are set out in (i) to (v) below:
  - (i) a salary increase of 2.5% of the applicable salary rate operative as of the first full pay period on or after 1 July 2015;
  - (ii) increases identified by the adjusted salary base contained within Schedule 1 will apply as of the first full pay period on or after 1 July 2016;
  - (iii) a further salary increase of 2.5% of the adjusted salary base (refer (ii) above) shall be paid from the first full pay period on or after 1 July 2016;
  - (iv) a further salary increase of 2.5% of the applicable salary rate shall be paid from the first full pay period on or after 1 July 2017; and
  - (v) a further salary increase of 2.5% of the applicable salary rate shall be paid from the first full pay period on or after 1 July 2018.
- (b) The allowances listed in Schedule 1 (Wages, Salaries and Allowances) will receive the same percentage increases, from the same dates of application as detailed in clause 4.1.1 (a).
 

Where an allowance is determined by a formula contained in the Agreement that formula will be applicable.
- (c) Increases shall compound over the life of the Agreement.
- (d) The actual salaries and allowances for all classifications of teacher are set out in Schedule 1 (Wages, Salaries and Allowances).
- (e) Should the percentage wage increase paid to Education Queensland teachers be greater than 2.5% Queensland Catholic school employing authorities commit to matching the higher percentage outcome for their employees and hence, the percentage increases identified in clause 4.1.1 (a) will be adjusted accordingly.

#### **4.1.2 Proportion of Salary**

- (a) A teacher upon appointment shall be paid as from the date upon which the teacher commenced duty, provided that a teacher who has taught (or has been granted leave by the school) for each day of the school year at the particular school shall be paid as for a full calendar year. A teacher who ceases duty before completing 10 teaching weeks of employment shall be paid in lieu of vacation pay an amount equal to 1/12th of their ordinary pay for the period of employment.
- (b) A teacher who ceases duty after at least 10 teaching weeks of employment shall be paid the proportion of the teacher's annual salary of that year that the teacher's service excluding school vacations bears to a standard school year: Provided that such proportion of salary shall be calculated on the salary which the employee was receiving immediately before cessation of employment.
- (c) A standard year shall be deemed for the purposes of clause 4.1.2 to be 40 weeks in a Catholic school. In the case of a boarding school, the proportion of salary shall reflect the number of weeks teachers are in attendance.

#### **4.1.3 Salary Increments**

Subject to satisfactory conduct, diligence, and efficiency, a teacher shall receive increments in salary according to the scale of salaries applicable and the provisions of this Agreement until the teacher receives the maximum salary for which the teacher is eligible.

#### 4.1.4 Overtime

- (a) A non-resident teacher or a resident teacher required to work in excess of thirty and a half (30.5) hours per week or forty and a half (40.5) hours per week in a secondary school and thirty (30) hours per week or forty (40) hours per week in a primary school, as the case may be, shall be paid at the overtime rate prescribed in Schedule 1 of this Agreement for the extra time so worked.
- (b) Clause 4.1.4 will not apply to a teacher where that teacher is excluded by the provisions of a schedule to this Agreement.

#### 4.1.5 Moderation allowance

- (a) A teacher who performs moderation duties and is responsible to a district moderation meeting for the assessment of a subject (or subject area) for Year 11 or 12 shall be paid an allowance as per Schedule 1 of this Agreement.
- (b) The moderation allowance will not be paid to a teacher who is in receipt of an Academic Coordination allowance as described in Schedule 4 of this Agreement.

### 4.2 Wages and Allowances - School Officers

#### 4.2.1 Wages and Allowances

- (a) The wage increases are set out in paragraphs (i) to (iv) below:
  - (i) a wage increase of 2.5% (or a flat dollar increase of \$23.80 per week, whichever is the greater) of the applicable salary shall be paid from the first full period on or after 1 May 2015;
  - (ii) a further wage increase of 2.5% (or a flat dollar increase of \$24.40 per week, whichever is the greater) of the applicable salary rate shall be paid from the first full pay period on or after 1 May 2016;
  - (iii) a further wage increase of 2.5% (or a flat dollar increase of \$25.00 per week, whichever is the greater) of the applicable salary rate shall be paid from the first full pay period on or after 1 May 2017; and
  - (iv) a further wage increase of 2.5% (or a flat dollar increase of \$25.60 per week, whichever is the greater) of the applicable salary rate shall be paid from the first full pay period on or after 1 May 2018.
- (b) Allowances listed in Schedule 1 (Wages, Salaries and Allowances) will receive the same percentage increases, from the same dates of application as detailed in clause 4.2.1 (a).  
  
Where an allowance is determined by a formula contained in the Agreement that formula will be applicable.
- (c) Increases shall compound over the life of the Agreement.
- (d) The actual wages and allowances for all classifications of a school officer are set out in Schedule 1 (Wages, Salaries and Allowances).
- (e) Should the percentage wage increase paid to Education Queensland teachers be greater than 2.5% Queensland Catholic school employing authorities commit to matching the higher percentage outcome for their employees and hence, the percentage increases identified in clause 4.2.1 (a) will be adjusted accordingly.

#### 4.2.2 School Officer – Qualifications Allowance

- (a) A school officer at Level 2 and who holds a Certificate Level (III) qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule 1 (Salary, Wages and Allowances).

- (b) A school officer at Level 3 and who holds a Certificate Level (IV) qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule 1 (Salary, Wages and Allowances).
- (c) A school officer at Level 4 and who holds a Diploma or Associate Diploma level qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule 1 (Salary, Wages and Allowances).
- (d) A school officer at Level 5 and who holds a Degree level qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule 1 (Salary, Wages and Allowances).
- (e) A school officer will apply for the payment of the allowance prescribed in 4.2.2 (a), (b), (c) or (d). Where the employee applies for the allowance within six (6) months of the qualification being obtained the allowance will be paid as from the date that the qualification is obtained. In other circumstances the school officer will be paid the allowance from the date of making the application.
- (f) Where a Level 2, 3, 4 or 5 school officer is receiving the Qualification Allowance in accordance with this clause, the employer will pay any fees associated with obtaining and maintaining the First Aid Certificate. The employee will contribute the time required to maintain the First Aid Certificate.
- (g) The employer will reimburse enrolment fees associated with obtaining a First Aid Certificate which are incurred within the twelve (12) month period immediately prior to the school officer accessing the qualification allowance in clause 4.2.2 (a), (b), (c) or (d) as appropriate. The employee will contribute the time required to obtain the First Aid Certificate.
- (h) A school officer may receive either the Qualifications Allowance (as in clauses 4.2.2 (a), (b), (c) or (d) or the First Aid Allowance (as in clause 4.2.5) or the Specialised Care Allowance (as in clause 4.2.3) but not more than one of these allowances.
- (i) Transitional Measures
  - (i) Where an employee (who is not then in receipt of the Qualification Allowance, and who becomes eligible for such allowance as a result of this clause) makes application and provides supporting documentary evidence within six (6) months of the commencement of this Agreement, that employee will receive payment for the allowance effective from the date of commencement of this Agreement.
  - (ii) Where such an employee does not make application, and provide supporting documentary evidence, within six (6) months of the commencement of this Agreement, then that employee will be paid the qualifications allowance from the date of their application.

#### 4.2.3 School Officer – Specialised Care Allowance

- (a) A school officer who is designated by their employer to engage in, or assist particular students with, ongoing specialised care needs (for example, medical, manual handling and/or hygiene procedures) will receive a Specialised Care Allowance, identified in Schedule 1 (Salary, Wages and Allowances).
- (b) The Specialised Care Allowance shall not be varied to reflect part-time hours.
- (c) The Specialised Care Allowance is equivalent in value to the First Aid Allowance.
- (d) A school officer may receive either the Qualifications Allowance (as in clauses 4.2.2 (a), (b), (c) or (d)) or the First Aid Allowance (as in clause 4.2.5) or the Specialised Care Allowance (as in clause 4.2.3) but not more than one of these allowances.

#### 4.2.4 School officer – Special Project Allowance

- (a) This clause will apply where the following criteria are met:
  - (i) the employer requires a school officer to undertake responsibilities, or to exercise skills, at the level higher than the employee's classified position for the purposes of undertaking a designated special project; and
  - (ii) such responsibilities or skills are not of such a substantive nature as to affect the classification level of the employee's position; and
  - (iii) the special project will only be for a fixed period of time, being at least one week, and will not be ongoing or indefinite in nature.
- (b) Where a school officer undertakes a special project, that employee will be paid the allowance in clause 4.2.3 (c) for the duration of the designated project.
- (c) A school officer undertaking a designated special project will be paid a weekly allowance as per Schedule 1 of this Agreement.

#### 4.2.5 School Officer – First Aid Allowance

- (a) A school officer who holds a current First Aid certificate and who is appointed by their employer to be a First Aid Officer will receive the First Aid Allowance identified in Schedule 1 (Salary, Wages and Allowances).
- (b) The First Aid qualification obtained or maintained by the school officer must include proficiency in Cardio Pulmonary Resuscitation (CPR), in order for the employer to pay reimbursement of course fees incurred.
- (c) A school officer may receive either the Qualifications Allowance (as in clauses 4.2.2 (a), (b), (c) or (d)) or the First Aid Allowance (as in clause 4.2.5) or the Specialised Care Allowance (as in clause 4.2.3) but not more than one of these allowances.

#### 4.2.6 School Officer – Employer Requirement to Hold a First Aid Certificate

- (a) The employer will reimburse the course fees associated with obtaining and maintaining the First Aid certificate for school officers who are designated as First Aid Officers.
- (b) Where the employer requires a school officer to hold a current First Aid certificate, the course shall be undertaken in paid work time.
- (c) The First Aid qualification obtained or maintained by the school officer must include proficiency in Cardio Pulmonary Resuscitation (CPR), in order for the employer to pay reimbursement of course fees incurred.

#### 4.2.7 Acting Position

- (a) An employer may require a school officer to act temporarily in a position which has a classification higher than the employee's current classification level.
- (b) Where the employee is appointed to act for more than one week, the employee will be paid at the first incremental point of the higher classification level for the whole period of appointment.

#### 4.2.8 Divisional and District Parities for School Officers

The divisional and district parities (as described in Schedule 1J) for employees other than teachers shall be paid in addition to the employee's wages as prescribed in Schedule 1 (Wages, Salaries and Allowances) of this Agreement.

### **4.3 Wages and Allowances - Services Staff**

4.3.1 The wage increases are set out in paragraphs (a) to (d) below:

- (a) a wage increase of 2.5% (or a flat dollar increase of \$23.80 per week, whichever is the greater) of the applicable salary rate shall be paid from the first full pay period on or after 1 May 2015;
- (b) a further wage increase of 2.5% (or a flat dollar increase of \$24.40 per week, whichever is the greater) of the applicable salary rate shall be paid from the first full pay period on or after 1 May 2016;
- (c) a further wage increase of 2.5% (or a flat dollar increase of \$25.00 per week, whichever is the greater) of the applicable salary rate shall be paid from the first full pay period on or after 1 May 2017; and
- (d) a further wage increase of 2.5% (or a flat dollar increase of \$25.60 per week, whichever is the greater) of the applicable salary rate shall be paid from the first full pay period on or after 1 May 2017.

4.3.2 Allowances listed in Schedule 1 (Wages, Salaries and Allowances) will receive the same percentage increases, from the same dates of application as detailed in clause 4.3.1.

Where an allowance is determined by a formula contained in the Agreement that formula will be applicable.

4.3.3 Increases shall compound over the life of the Agreement.

4.3.4 The actual wages and allowances for all classifications of services staff are set out in Schedule 1 (Wages, Salaries and Allowances).

4.3.5 Should the percentage wage increase paid to Education Queensland teachers be greater than 2.5% Queensland Catholic school employing authorities commit to matching the higher percentage outcome for their employees and hence, the percentage increases identified in clause 4.3.1 will be adjusted accordingly.

### **4.4 Payment of Wages and Salaries**

An employee will be paid fortnightly by electronic funds transfer to credit an account(s) held by and/or nominated by the employee, except in circumstances where an employer elects to pay a leave period as a lump sum in advance.

### **4.5 Payment of Wages – Part-Time Teachers**

The hourly rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of prescribed salary for a teacher of equivalent teaching experience and academic qualification by sixty (60). Part-time teachers shall accrue a pro rata entitlement to personal leave and vacation periods based on the average weekly hours of employment.

### **4.6 Payment of Wages – Casual Teachers**

A casual teacher shall be paid an hourly rate by dividing the fortnightly rate of salary prescribed by this Agreement for a teacher of equivalent teaching experience and academic qualification by sixty (60) and adding thereto a casual loading of twenty-five per cent (25%). No payment shall be made to such casual teachers for public holidays, school vacation periods or days absent from duty because of illness or any other reason. Prior to 1 January 2013 the casual loading was twenty-three per cent (23%).

## 4.7 Superannuation

- 4.7.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*, deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the employee applies.
- 4.7.2 The rights and obligations in these clauses supplement those in superannuation legislation.
- 4.7.3 The employer will make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. As at 1 July 2014, this contribution is equal to nine and a half per cent (9.5%) of an employee's ordinary pay.
- 4.7.4 Catholic education employing authorities recognise that an increased employer contribution combined with an employee co-payment, delivers a substantial benefit to the employee's superannuation savings.
- 4.7.5 In line with the shared commitment to quality teaching and learning and the provision of a Catholic Education that is affordable for all families, that the maintenance of at least the current level of educational resourcing is to be maintained.
- 4.7.6 Any additional superannuation contributions from employees are a matter of employee choice within the options available. The payment to be made by employing authorities will be subsumed into any payment mandated by Superannuation Guarantee Charge legislation, if any such payment is mandated.
- 4.7.7 Employees shall receive a minimum level of superannuation consistent with contractual arrangements which apply in each employing authority.
- 4.7.8 The employing authority shall make available to all employees the following options:
- (a) a superannuation employer option of ten and three-quarter per cent (10.75%) inclusive of the Superannuation Guarantee Contribution, with a co-payment of three per cent (3%) as the minimum employee contribution; or
  - (b) a superannuation employer contribution of eleven and three-quarter per cent (11.75%) inclusive of the Superannuation Guarantee Contribution, with a co-payment of four per cent (4%) as the minimum employee contribution; or
  - (c) a superannuation employer contribution of twelve and three-quarter per cent (12.75%) inclusive of the Superannuation Guarantee Contribution, with a co-payment of five per cent (5%) as the minimum employee contribution.
- 4.7.9 Where an employee wishes to access one of the options identified in paragraphs (a), (b) or (c) above, the employee will make written application to their employer.
- 4.7.10 An employee's voluntary superannuation co-payment may be before tax in accordance with the salary packaging provisions.
- 4.7.11 Where an employee salary sacrifices all or part of their income to an approved and designated superannuation fund the employing authority will transfer such salary sacrificed contributions to the designated superannuation fund of each employee within fourteen (14) days of the end of each month.

4.7.12 Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 4.7.3 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 4.7.3 and pay the amount authorised under clause 4.7.1 and 4.7.2 to one of the following superannuation funds or its successor:

- (a) Australian Catholic Superannuation and Retirement Fund (ACSRF);
- (b) Queensland Independent Education and Care Superannuation Trust; or
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

#### **4.8 Annual Leave Loading**

4.8.1 A teacher who has taught (or has been granted leave by the school) for each day of the school year at the particular school shall receive an annual leave loading equivalent to seventeen and a half percent (17.5%) of four (4) weeks' salary calculated upon the salary which such employee was receiving immediately before commencing the midsummer vacation.

4.8.2 A teacher who commences employment after the beginning of a school year and:

- (a) has actually taught for at least twenty (20) weeks; or
- (b) has taught for at least a full school term and who teaches to the end of the school year,

shall be paid the proportion of the annual leave loading prescribed in clause 4.8.1 that the teacher's service (excluding school vacations) bears to a standard school year.

4.8.3 A teacher who resigns, having given the prescribed notice in writing, or whose services are terminated by the employer for some reason or reasons other than misconduct and who has taught for at least the full first school term shall be paid the proportion of the annual leave loading prescribed in clause 4.8.1 that the teacher's service (excluding school vacations) bears to a standard school year; provided that such loading shall be calculated upon salary which the employee was receiving immediately before cessation of employment.

4.8.4 The full amount of the abovementioned annual leave loadings shall be paid to the teacher at the commencement of the midsummer vacation or prior date of cessation of employment.

4.8.5 A standard year shall be deemed for the purposes of clause 4.8 to be forty (40) weeks in a Catholic school. In the case of a boarding school, a standard year shall be deemed the number of weeks teachers are in attendance.

4.8.6 For the purposes of clause 4.8 salaries shall be regarded as including allowances prescribed by Schedule 1.

*The following sub-clauses do not apply to Edmund Rice Education Australia.*

4.8.7 Annual leave loading for a teacher shall be paid to an employee by one of the following methods:

- (a) in employer designated pay periods in December each year, or
- (b) where an employee has a salary packaging arrangement (in accordance with clause 4.14) it may be agreed that the loading be paid fortnightly in the regular pay periods.

4.8.8 Annual leave loading for an employee (other than a teacher) shall be paid by one (1) of the following methods:

- (a) at the time of taking annual leave, or

- (b) where an employee has a salary packaging arrangement (in accordance with clause 4.14) it may be agreed that the loading be paid fortnightly in the regular pay periods.

4.8.9 Where an employee, to whom paragraph 4.8.2 (a) applies, takes annual leave at the conclusion of a school year, the annual leave loading due will be paid in employer designated pay periods in December of that year.

## **4.9 Overpayments**

### **4.9.1 Current Employees**

- (a) If an employee is overpaid, the employer will have the right to recover such an overpayment.
- (b) Where the employer seeks to recover such an overpayment the employer will contact the employee in writing to request that a mutually acceptable repayment schedule be agreed.
- (c) In the event that a repayment schedule has not been agreed after twenty-eight (28) days from the date of the written request, the employer will have the right to deduct money from the employee's ordinary wages subject to the following:
  - (i) any deduction shall not reduce the employee's fortnightly wage to less than either the minimum wage, or seventy-five per cent (75%) of the employee's gross fortnightly income, whichever is greater
  - (ii) the minimum period over which the deductions can be made is thirteen (13) pay periods, and
  - (iii) any deductions will be made in equal instalments in each pay period, except for the final instalment which may be less than the preceding instalments.

### **4.9.2 At Date of Termination**

- (a) If, at the date of termination of an employee's services, it is clearly established and accepted by the employee that the employee owes the employer money (for example, in the case of overpayment of wages), the employer is entitled to and may withhold from monies due to the employee, as either wages or leave entitlements, an amount equivalent to the overpayment.
- (b) Where an employee fails to give the minimum prescribed notice of resignation, the employer shall have the right to withhold monies due to the employee up to a maximum amount equal to the ordinary time rate for the period of notice, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.  
  
This sub-clause shall not apply where an earlier resignation date is mutually agreed between the employee and employer.
- (c) The employer is also required to provide the employee payment in lieu of notice, if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

## **4.10 Termination Payments**

Termination payments are prescribed in clause 3.7.7 of this Agreement.

## **4.11 Annualisation of Salary – Term-Time School Officers**

4.11.1 Employing authorities will offer assistance to any term-time school officer employee who wishes to annualise their salaries. The assistance would include:

- (a) advice as to the amount of wages that the employee would need to bank separately into a subsidiary account in order to provide sufficient funds for them to draw upon during non-term time, including worked examples;

- (b) assistance with information about establishing subsidiary accounts;
- (c) making requested payment free of charge to one subsidiary account for the purpose of enabling a term-time employee to annualise their salary.

4.11.2 In relation to clause 4.11.1 (above), the employing authority shall make annualisation of salary readily accessible to term-time school officers. The employer shall advise school officers, prior to 31 December, of the intended number of hours engagement per fortnight for the following year. Where a school officer elects to annualise his/her salary, the employee will make application within six (6) weeks of being provided with their quantum of hours for the year in which they wish to engage in annualisation of salary.

#### **4.12 Payment of Public Holidays – Term-Time Employees**

*The following provisions shall apply to an employee who is employed on either a continuing term-time basis or on successive fixed-period term-time contracts.*

- 4.12.1 Where a public holiday falls on a day where a term-time employee normally would be expected to work, then that employee shall be paid for the hours normally rostered to work for that day.
- 4.12.2 Employees, other than new employees, shall be paid for their normal rostered hours for any public holiday that occurs on the day before the employee's first day of work for that term and for any public holiday that occurs on the day after the employee's last day of work for that term if they are normally rostered to work on that day.
- 4.12.3 Term-time employees commencing employment with a new employing authority shall be paid from their first day of work. If the preceding day is a public holiday they will not be paid for the public holiday. Such an employee shall be paid for their normal rostered hours for any public holiday that occurs on the day after the employee's last day of work for that term if they are normally rostered to work on that day.
- 4.12.4 The public holiday(s) paid in accordance with these provisions shall be included in the calculation of the employee's length of service for all purposes.
- 4.12.5 For the purposes of this clause, a successive fixed-period term-time employee is one who is as defined in clauses 1.3.5 and 1.3.6 of this agreement and who is employed on two or more successive contracts with the one employing authority and has not more than three months break between such contracts.
- 4.12.6 **Payment of Good Friday for Fixed Period Employees**
  - (a) An employee who is employed on a fixed period contract of at least six (6) weeks during Term One and whose contract ceases on the day before Good Friday and who is then re-employed for a contract commencing in the first week of Term Two, shall be paid for Good Friday if they normally are rostered to work on a Friday. Such payment would be for their normal rostered hours.
  - (b) This provision will not apply to those employed on casual rates or those employed under clause 3.2 of this Agreement.

#### **4.13 Pay Advice Slips**

4.13.1 This clause applies to Religious Institute Girls Schools

The employing authority agrees to the implementation of measures to provide all employees with details of leave accruals where the employing authority does not currently provide such details on pay advice slips:

- (a) where information concerning the accrual of personal leave and annual leave is not currently reported on pay slips, the employing authority will respond to employee requests for this information within twenty-one (21) days of receipt of the request;

- (b) where the capacity to report on these accruals currently does not exist, the employing authority will work towards achieving this capacity within the life of the Agreement;
- (c) employees who currently receive such information on pay advice slips shall continue to be provided with such information on pay advice slips; and
- (d) employing authorities will advise employees when they are eligible for long service leave. They will respond to requests from employees for an assessment of current long service leave accrual within twenty-one (21) days of receipt of the request.

#### 4.13.2 This clause applies to Religious Institute Boys' Schools

The employing authority will provide information twice annually regarding annual leave and personal leave accruals where employees so request:

- (a) where information concerning the accrual of personal leave and annual leave is not currently reported on pay slips, the employing authority will provide the information on employee request within twenty-one (21) days excluding the end-of-year vacation period; and
- (b) where the capacity to record these accruals on pay slips currently does not exist, the employing authority will work towards achieving this capacity within the life of the Agreement. The employing authority will advise an employee when they are eligible for long service leave. It will provide information, on request from an employee, in a statement of current long service leave accruals, within twenty-one (21) days excluding the end-of-year vacation period.

4.13.3 Employees will have access to payslips and leave balances online through 'Web Self Service'. However, where it is not reasonable or convenient for an employee to access this information online, the employer will make available the provision of this information as a 'paper' pay slip.

4.13.4 The employer will use its best endeavours to ensure that the leave balances made available to employees are accurate. There may be occasions where delays in the provision of information to the employers' payroll area may result in information which is not up to date. Consequently, employees will use the information so provided as a guide and will be able to seek specific identification of entitlements as required.

### 4.14 Salary Packaging – Other than to Superannuation

4.14.1 The employing authority agrees to the implementation of salary packaging for components other than superannuation. Administrative guidelines will be made available to all employees.

4.14.2 Where agreement is reached between the employer and the employee, salary packaging arrangements may be made between the individual employee and the employer and shall be recorded in writing.

4.14.3 Where such an agreement is reached, the employee's total salary shall be reduced by an amount equivalent to that agreed between the employer and employee plus any relevant tax liability including fringe benefits tax incurred by the employer.

4.14.4 The employee's salary used to calculate superannuation contributions, leave loading, long service leave, severance and termination payment entitlements, will be the gross base salary as per Schedule 1 (Wages, Salaries and Allowances) of this Agreement the employee would receive if not taking part in the salary packaging arrangement.

4.14.5 The maximum amount allowable for salary packaging purposes shall be in accordance with the provisions of the Australian Taxation Office.

4.14.6 Salary packaging arrangements may be altered once per annum.

- 4.14.7 The employing authority reserves the right to outsource the administration of salary packaging arrangements to a provider appointed by the employing authority.
- 4.14.8 The employing authority will meet the cost associated with the transmission of approved funds to the service provider. The costs of administration will be borne by the employee in regard to their own package.
- 4.14.9 Where the employing authority determines that it will internally administer the salary packaging, the costs borne by the employee will be consistent with the costs of administering the elements in the package and will be consistent with that which would be charged by an outsourcer for an equivalent package.

4.14.10 Components of Superannuation Packaging

- (a) The following sub-clause applies to the Religious Institute Boys' Schools

Components that may be subject to salary packaging arrangements shall be specified by the employing authority and may include, but are not limited to: mobile phones; laptop computers; self-education expenses; motor vehicles; childcare expenses; work related equipment; accident or income protection insurance premiums; technical journal subscriptions; uniforms; protective clothing; union fees or professional association fees. The employing authority shall notify in writing those items which may be included in the salary package.

- (b) The following sub-clause applies to the Religious Institute Girls' Schools

Components which may be subject to salary packaging arrangements will be determined in consultation with employees and will be at the employing authority's discretion.

**4.15 Salary Packaging into Superannuation Funds**

- 4.15.1 Employees shall be permitted to elect to salary package into an approved superannuation fund, subject to compliance with superannuation legislation. Where the employing authority and individual employee agree an additional contribution may be made into a complying superannuation fund within the range of funds offered by the employing authority. This Agreement shall be subject to the following provisos:

- (a) the fund(s) comply with the provisions of the *Superannuation Industry (Supervision) Act 1993*;
- (b) the nominated fund is to be within the range of funds nominated by the employing authority but in any event no fund shall be a personal fund;
- (c) the implementation of any such arrangements shall be at the discretion of the employing authority;
- (d) the contribution shall be expressed either as a dollar amount or as a percentage;
- (e) such salary packaging arrangements shall be available to all employees with the exception of casual employees and those employed on fixed-term contracts for less than a school year. Notwithstanding the forgoing, an employing authority, at their discretion, may make these arrangements available to casual employees and employees on fixed-term contracts;
- (f) the funds shall accept electronic funds transfer;
- (g) any arrangements as set out in this clause shall be at the employee's request;
- (h) the terms of the arrangement shall be committed to writing and signed by the employing authority and the employee;

- (i) a copy of the signed agreement shall be held by the employing authority and a copy provided to the employee;
- (j) this arrangement may be altered only once per annum; and
- (k) the employing authority shall apply a Total Employment Cost (TEC) approach to make payments under the Salary Packaging Agreement.

4.15.2 The employee's TEC will be the sum of the base salary, leave loadings, locality allowances where they apply and superannuation contributions being met by the employing authority.

4.15.3 The parties acknowledge that within the limits prescribed in this clause the implementation of any salary packaging arrangement shall be at the discretion of the employing authority.

4.15.4 Notwithstanding the foregoing, the costs of administration of salary packaging for the purpose of superannuation only shall be met by the employing authority.

#### **4.16 Deferred Salary Scheme**

4.16.1 Employees who have completed three (3) consecutive years' full-time service with the employer at the time of application may apply to be included in a deferred salary scheme. The scheme will enable employees, over a five-year period, to receive eighty per cent (80%) salary for the first four (4) continuous years of the nominated period, and take the fifth (5<sup>th</sup>) year as special leave, using the accumulated reserves of deferred salary.

4.16.2 The following principles for the scheme shall apply:

- (a) an employee shall make application to participate in the deferred salary scheme a minimum of three (3) calendar months before such participation is to begin.
- (b) to be eligible for participation in the deferred salary scheme, employees must seek advice from a qualified financial advisor and superannuation fund regarding individual implications for taxation and superannuation.
- (c) the fifth (5<sup>th</sup>) year of any deferred salary agreement must be taken as special leave. The rate of pay will be the accumulated surplus retained over the preceding four (4) years. Deferred salary benefits cannot be accrued beyond the five (5) years of the agreement. Any interest on the accrued deferred salary component will be utilised to offset the cost of the scheme.
- (d) an employee shall not, during any period in which the employee is on such special leave, engage in any other remunerative employment of a kind performed by the employee in the employment from which the employee was granted special leave.
- (e) superannuation entitlements and employer contribution rates will be governed by the relevant Superannuation Guarantee Contribution legislative provisions (that is, the SGC component will be paid on the four (4) years worked and paid);
- (f) the five (5) year agreement period counts as four (4) years' service for the purpose of accruing long service leave.
- (g) the employee's substantive position will be preserved for the fifth (5<sup>th</sup>) (special leave) year.
- (h) any outstanding long service leave entitlements of ten (10) weeks or more can be taken as part of the fifth (5<sup>th</sup>) special year.
- (i) any employee who withdraws from the scheme will be paid the exact monies contributed to the scheme, with no interest payable. These funds will be paid as a lump sum unless otherwise negotiated with the employer.

- (j) without prejudicing any other circumstances where an employee withdraws from the scheme, an employee who ceases to be employed by the employer shall be deemed to have withdrawn from the scheme at the cessation of such employment, unless otherwise agreed.
- (k) the employee is not covered by workers compensation during the fifth (special leave) year.

4.16.3 Participation in the scheme is to be requested by application from the employee.

- (a) Approval or rejection of the application will be determined at the employer's discretion.
- (b) The employee will be formally advised of the employer's decision within one month of the application being made.

## **PART 5 HOURS OF WORK AND RELATED MATTERS**

### **5.1 Ordinary Hours of Work**

- 5.1.1 Hours of work conditions applying to teachers are listed at clause 7.8 and Schedule 5 of this Agreement.
- 5.1.2 Hours of work conditions applying to school officers are listed at clause 8.5 of this Agreement.
- 5.1.3 Hours of work conditions applying to boarding schools and college boarding supervisors are listed in Schedule 14 of this Agreement.
- 5.1.4 Hours of work conditions applying to services staff, other than boarding supervisors, are listed in Schedule 13 of this Agreement.
- 5.1.5 Hours of work conditions applying to nurses are listed in Schedule 11 of this Agreement.
- 5.1.6 Hours of work conditions applying to children's services employees are listed in Schedule 12 of this Agreement.

### **5.2 Meal Breaks and Rest Pauses**

5.2.1 This clause applies to employees who are teachers

- (a) Meal Breaks
  - (i) Teachers are entitled to an unpaid meal break of at least thirty (30) continuous minutes duration per day.
  - (ii) Where supervision or other duties have been rostered within the normal timetabled meal break, an alteration to the provision of the minimum unpaid meal break (thirty (30) minutes) may be achieved through consultation with teachers, provided that:
    - (A) all teachers receive a minimum continuous meal break of twenty (20) minutes per day; and
    - (B) total period for meal breaks is no less than one hundred and fifty (150) minutes per teacher per week. This cannot be averaged over a longer period.
  - (iii) Where teachers in specialist roles are required to perform duties throughout the course of scheduled meal breaks, a meal break of at least thirty (30) minutes shall be provided at an alternative time determined by agreement between the principal and individual teachers.

**(b) Rest Pauses**

- (i) Full-time teachers are entitled to a paid tea break of ten (10) minutes duration per day, which will be included as part of their ordinary hours. Where it is impracticable to take the tea break on a daily basis the break may be averaged over a one (1) week period.
- (ii) Part-time and casual teachers will be entitled to the tea break as provided in clause 5.2.1 (b) (i) only where the tea break occurs during a period of paid employment for the employee.

5.2.2 This clause applies to employees who are school officers and services staff.

**(a) Meal Breaks**

An employee who works more than four (4) ordinary hours in any one day shall be entitled to an unpaid meal break of not less than half an hour and not more than one (1) hour per working day.

**(b) Rest Pauses**

- (i) Full-time employees shall receive a paid rest pause of ten (10) minutes duration in the first half and the second half of each day worked.
- (ii) Employees other than full-time who work a minimum of four (4) consecutive ordinary hours but no more than six (6) consecutive ordinary hours on any one day shall receive a paid rest pause of ten (10) minutes duration. Employees who work in excess of six (6) consecutive ordinary hours (excluding the meal break) on any one day shall receive a paid rest pause of ten (10) minutes duration in the first half and the second half of the period worked.
- (iii) Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- (iv) Notwithstanding the foregoing, where the employer and the employees agree the rest pauses may be combined.

**PART 6 LEAVE ENTITLEMENTS****6.1 Annual Leave – Teachers****6.1.1 Entitlement**

The NES provide that an employee (other than a shift worker) is entitled to four (4) weeks annual leave. This leave will be deemed to be taken, in the case of an employee whose employment with the employer is continuing into the next school year, in the four weeks immediately following the final term week of the current school year, unless otherwise agreed between the employer and the employee.

**6.1.2 Annual Leave Loading**

The annual leave loading for teachers is provided at clause 4.8 of this Agreement.

**6.2 Annual Leave - School Officers and Services Staff****6.2.1 Entitlements**

- (a) Full-time, part-time and fixed period employees, covered by this Agreement shall, at the end of each year of employment, be entitled to annual leave with pay as set out hereunder.
- (b) The accrual rate of annual leave for full-time employees shall be one hundred and fifty-two (152) hours per annum (i.e. four (4) weeks annual leave per annum on a thirty-eight (38) hour week basis).

- (c) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Service includes a period when annual leave is taken by the employee. The calculation of the entitlement to such leave is set out in paragraphs 6.2.1 (d) and (e).
- (d) Part-time and fixed period employees shall at the end of the initial school year in which they are employed be entitled to annual leave calculated as follows:
- (i) annual leave due to the employee will be determined using the following formula:
- $$\frac{A}{\text{Fifty-two (52)}} \times \text{Four (4) weeks} = \text{weeks of annual leave}$$
- Where: A = number of weeks worked during that year
- (ii) the number of weeks of annual leave determined using the formula in 6.2.1 (c) (i) will be paid for as follows:
- weeks of annual leave  $\times$  B  $\times$  the hourly rate applicable at the time
- Where B = average hours worked per week during that year
- (e) Part-time and fixed period employees shall at the end of each subsequent school year in which they are employed be entitled to annual leave calculated as follows:
- (i) annual leave due to the employee will be determined using the following formula:
- $$\frac{C}{\text{Fifty-two (52)}} \times \text{Four (4) weeks} = \text{weeks of annual leave}$$
- Where: C = number of weeks worked during that year plus the number of weeks of annual leave determined using the formula in 6.2.1 (c) (i).
- (ii) The number of weeks of annual leave determined using the formula in 6.2.1 (d) (i) will be paid for as follows:
- weeks of annual leave  $\times$  B  $\times$  the hourly rate applicable at the time
- Where B = average hours worked per week during that year
- (f) Annual leave for term-time employees will be calculated and paid in accordance with the relevant provisions of Schedule 6.
- (g) Annual leave shall be taken by all employees during school vacation periods unless otherwise agreed between the employer and employee.
- (h) If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.
- (i) An employee, who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, is not entitled to any further annual leave at the end of that year of employment.
- (j) An employee, who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

### 6.2.2 Calculation of Annual Leave Pay

- (a) In respect to annual leave entitlements to which clause 6.2.1 applies, annual leave pay (including any proportionate payments) shall comprise:
  - (i) the employee's ordinary wage rate as prescribed by this Agreement for the period of the annual leave; and
  - (ii) a further amount calculated at the rate of seventeen and a half per cent (17.5%) of the amounts referred to in clause 6.2.2 (a) (i).
- (b) Clause 6.2.2 (a) shall not apply to:
  - (i) any period or periods of leave exceeding four (4) weeks per annum in any other case; and
  - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

### 6.2.3 Termination (Employees Other Than Casuals)

- (a) If any employee shall be dismissed by the employer or voluntarily leave employment after any leave shall have become due, and without such leave having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with clause 6.2.2.
- (b) If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to one-twelfth (1/12<sup>th</sup>) of ordinary pay for the period of employment calculated in accordance with clause 6.2.2.
- (c) If any such leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year for a period not exceeding two (2) years.

### 6.2.4 Cashing-Out Annual Leave

- (a) A school officer or services staff employee may apply, to the employer, in writing to cash-out a proportion of their accrued annual leave instead of taking this leave. The criteria governing such an application are as follows:
  - (i) at least four (4) weeks accrued annual leave must be retained at any point of time to use as annual leave in the usual manner;
  - (ii) each payment of a particular amount of accrued annual leave must be by separate written agreement between the employee and the employer;
  - (iii) the employee may apply to combine the cash-out of some annual leave with the taking of some annual leave. In this case, the time taken in annual leave may be deducted from the minimum retained four (4) weeks leave;
  - (iv) cashing-out of annual leave may only occur once in any a calendar year;
  - (v) the notice period required to cash-out some annual leave only is a minimum of four (4) weeks (or less by mutual agreement with the employer);
  - (vi) the employee will seek independent financial advice prior to making application to cash-out their annual leave;
  - (vii) superannuation at the rate the employee would have received if they had taken the leave is payable on the cashed out amount; and
  - (viii) the employee is paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (b) If an application to cash out annual leave is approved, the employer will provide to the employee written confirmation of such approval. The existing arrangements for making application for annual leave would continue in the present form.

- (c) For the purpose of clarity, any agreement to cash-out annual leave in accordance with this clause can only be initiated by the employee.

#### 6.2.5 Direction to Take Excess Annual Leave

- (a) In circumstances where a school officer or services staff employee's accrued annual leave balance exceeds eight (8) weeks or equivalent hours, the employing authority may direct this employee to take the full period of annual leave that exceeds the eight (8) weeks, or part thereof. The quantum of annual leave in excess of eight (8) weeks subject of this direction shall be at the discretion of the employing authority.
- (b) Prior to giving a direction to take leave as provided for in clause 6.2.5 (a) above the employer shall consult with the employee and attempt to obtain an agreement as to when such annual leave will be taken. Consultation will include consideration of the following:
  - (i) the needs of the employee;
  - (ii) the needs of the school;
  - (iii) the employee's future intentions regarding the taking of annual leave;
  - (iv) any agreed arrangement with the employee;
  - (v) the custom and practice in the school;
  - (vi) the timing of the requirement or direction to take leave; and
  - (vii) the reasonableness of the period of notice given by the employee to take leave.
- (c) In the absence of an agreement with the employee, the employer shall determine when the annual leave is to be taken, provided that the employee is given notice of at least three (3) calendar months.

### 6.3 Long Service Leave

*This clause is to be read in conjunction with Schedule 16 (Long Service Leave – Teachers).*

#### 6.3.1 Accrual of Long Service Leave

- (a) Teaching staff shall accrue long service leave at the rate of 1.3 weeks per year of continuous service in accordance with the provisions of Schedule 16 (Long Service Leave – Teachers).
- (b) Other staff shall accrue long service leave at the rate of 1.3 weeks per year of continuous service from 1 January 1998.

#### 6.3.2 Access to Long Service Leave

- (a) Employees are entitled to access their accrued long service leave after completing seven (7) years of continuous service. An employee is entitled to access subsequent leave, where that employee has an entitlement of four (4) weeks or more. All applications for leave will be in accordance with the provisions for taking of such leave.
- (b) An employee who has completed at least seven (7) years of continuous service is entitled to a proportionate payment for long service leave on the termination of the employee's service.
- (c) The minimum period of leave that may be taken by an employee is normally one (1) week.
  - (i) In some clearly identified and demonstrated exceptional circumstances an employer may approve an application for a period less than one (1) week, but not less than one (1) day.
  - (ii) Where the period of long service leave is less than a school term (nominally ten (10) weeks) that leave should normally be taken wholly within the school term period.
  - (iii) Non-teaching term-time employees may access accrued long service leave during periods of unpaid leave, including school vacations.

- (d) Where an employee applies to access a period of long service leave of one week or more, that employee will be required to make application at least twenty (20) weeks prior to the proposed commencement date for the leave. This period of notice may be reduced by mutual agreement between the employer and the employee. The employer's right to make the final decision will not be diminished by this arrangement.
- (e) Where an employee applies to access a period of long service leave of less than one week that employee will be required to make application at least four (4) weeks prior to the proposed commencement date for the leave. This period of notice may be reduced by mutual agreement between the employer and the employee. In emergent circumstances, where an employee is unable to provide four (4) weeks notice, the application will be made as soon as practicable.

#### 6.3.3 Employer Direction to take Long Service Leave

- (a) In the first instance an employee and employer may agree when the employee is to take Long Service Leave (LSL). This will normally occur through the employee applying, in accordance with 6.3.2 above, to access their leave.
- (b) Where an employer has concerns that an employee has excess leave, the provisions of paragraphs (c) and (d) below will apply. However, before directing an employee to take LSL, discussions will occur in a genuine attempt to achieve agreement as to when such leave is to be taken.
- (c) An employer may direct an employee to take the full period of long service leave accrued within 12 calendar months of the date upon which the teacher's accrued entitlement reaches thirteen (13) weeks and the employee shall so take that leave.
- (d) An employer shall give at least twenty (20) weeks' notice in writing of the direction to take leave. However, where the eligible service has been served with two (2) or more employers, the period of notice shall be nine (9) calendar months for either party.

#### 6.3.4 Any period of long service leave taken by an employee is exclusive of any public holiday(s), and/or paid vacation periods.

#### 6.3.5 Interaction between personal/carer's leave (personal leave and special responsibility leave) and long service leave.

- (a) An employee may request to have a period of long service leave re-credited and personal leave or carer's leave used instead for a period of illness, or a period of time used as provided in clause 6.6 (Special responsibility leave), whilst the employee is on long service leave.
- (b) An employee is entitled to have the period of long service leave re-credited where the period of illness, or a period of special responsibility leave, is one calendar week (seven days) or more and the request is accompanied by a medical certificate or other appropriate proof of the reason for the request.

#### 6.3.6 When an employee has a period of long service leave re-credited (as provided in clause 6.3.5 (a)) the actual period of absence from work will not normally be extended.

#### 6.3.7 The employer will consider the particular circumstances of applications for periods of leave without pay to be taken in conjunction with long service leave. Such applications will be considered in conjunction with existing guidelines for leave without pay.

#### 6.3.8 Long Service Leave at Half Pay

- (a) Accrued Long Service Leave (LSL) may be accessed at half pay, in accordance with clause 6.3.2 and clause 6.3.3 (above). In such circumstances the employee will be entitled to double the period of leave which would otherwise be applicable.

- (b) The period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.
- (c) Where an employee accesses LSL at half pay that employee will accrue all leave entitlements on a pro rata basis.
- (d) The facility to access long service leave at half pay is not available to employees where the time to be taken is less than four (4) weeks.
- (e) Where an employee accesses long service leave at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated. Any associated costs will be borne by the employee consistent with current salary packaging arrangements.
- (f) A period of LSL at half pay will be exclusive of public holidays. A public holiday occurring during a period of LSL at half pay, and which falls on a day on which the subject employee would otherwise work, will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.
- (g) Where an employee on a period of LSL at half pay becomes ill during such period, the provisions of clause 6.3.4 will apply, except that the:
  - (i) period of personal leave will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay;
  - (ii) quantum of LSL re-credited to the employee will be half that which would have been applicable if the employee was not accessing LSL at half pay; and
  - (iii) quantum of personal leave debited from the employee's personal leave account will be half that which would have been applicable if the employee was not accessing LSL at half pay.
- (h) The provisions of this clause will apply to teachers who access a period of LSL at half pay.
  - (i) A period of LSL at half pay will be exclusive of school vacations.
  - (ii) School vacations (except for the Christmas vacation) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.
  - (iii) School vacations (except for the Christmas vacation) which are contiguous with a period of LSL at half pay will be paid for at the rate which would have been applicable if the employee was not accessing LSL at half pay.
  - (iv) Where a teacher accesses a period of LSL at half pay which is wholly within one (1) calendar year (as defined in paragraph (v) below), that employee will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

$$P = \frac{L}{W} \times S - A$$

Where:

- P Is the total amount paid to the employee for the Christmas vacation.
- L Is the number of weeks actually worked plus the number of weeks debited from the employees LSL account.
- W Is the number of weeks the teacher would have worked if they had not accessed LSL.
- S Is the total amount which would have been paid for the calendar year if the employee was not accessing LSL at half pay.
- A Is the total amount paid to the teacher in that calendar year prior to the Christmas vacation.

- (v) For the purposes of this clause, “*calendar year*” will be defined in one of two (2) ways, depending on the method of employing teachers used by a particular employing authority. Where an employing authority employs teachers from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (iv) and (vi). Where an employing authority employs teachers from the beginning of term one to the day before the beginning of term one in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraphs (iv) and (vi).
- (vi) Where a teacher accesses a period of LSL at half pay and that period extends across two calendar years (as defined in paragraph (v)), that employee will be paid in accordance with this clause (clause 6.3.8 (h) (vi)). For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (iv). All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.

### 6.3.9 Portability of Long Service Leave

- (a) Long service leave accruals with Queensland Catholic education employing authorities from the nominated date shall be portable subject to paragraph 6.3.9 (a) (iii):
  - (i) for teachers the “*nominated date*” described in paragraphs 6.3.3 (a), (c) and (d), is the date identified in Schedule 16, paragraphs S16.4 (b), (c), (d) and (e) as appropriate for teachers who were employed at that date (or subsequently) by the employers identified in those paragraphs.
  - (ii) for school officers and services staff the “*nominated date*” described in paragraphs 6.3.9 (a) is 1 January 2004.
  - (iii) for the purposes of portability of long service leave:
    - (A) all continuous service with the employee’s employer as at the nominated date shall be portable for the purpose of Long Service Leave accrual; and
    - (B) all continuous service, from the nominated date, with a Catholic education employing authority shall be portable for the purpose of Long Service Leave accrual; and
    - (C) there must be continuity of service (as defined by the *Industrial Relations Act 1999 (Queensland)*) between Catholic Education Employing Authorities.

### 6.3.10 Cashing Out Long Service Leave

- (a) Employees who are eligible to access their accruals of long service leave (i.e. after seven (7) years service) may apply, to the principal, in writing to “*cash out*” a proportion of such leave instead of taking leave. Provided that:
  - (i) at least five (5) weeks must be retained at any point of time to use as long service leave, in accordance with clause 6.3 and Schedule 13;
  - (ii) the employee may apply to combine the cash out of long service leave with the taking of long service leave. In this case, the time taken in long service leave may be deducted from the minimum retained five (5) weeks leave, as prescribed in sub-clause 6.3.10 (i) above.  
  

*For example, thirteen (13) weeks accrued long service leave may be used as eight (8) weeks cashed out, three (3) weeks in leave actually taken and two (2) weeks long service leave retained for another time;*
  - (iii) “*cashing out*” of long service leave may only occur once in any five (5) year period;

- (iv) the notice period required to cash out some long service leave only is a minimum of four (4) weeks (or less by mutual agreement with the employer); and
  - (v) the employee seeks independent financial advice prior to making application to “cash out” their long service leave.
- (b) The existing arrangements for making application for long service leave would continue in the present form.

## **6.4 Personal Leave**

### **6.4.1 Personal Leave Accrual**

- (a) Full-time employees are entitled to personal leave accrual at the rate of ten (10) days per year.
- (b) Personal leave is accumulated at one (1) day for every 5.2 weeks worked.
- (c) Part-time or term-time employees are entitled to personal leave on a pro rata basis.

### **6.4.2 Evidence Supporting a Claim**

When the employee's absence is for more than two (2) days the employee is required to give the employer a doctor's certificate or other reasonably acceptable evidence about the nature and approximate duration of the illness.

### **6.4.3 Portability of Personal Leave**

There will be portability of personal leave among all Catholic education employing authorities within Queensland conditional upon the following:

- (a) all personal leave accruing after 12 January 2004 will be portable; and
- (b) there must be continuity of service between Catholic Education Employing Authorities.

## **6.5 Health Check Leave**

*The importance of employees maintaining healthy lifestyles and seeking regular health check-ups is recognised.*

- 6.5.1 Employees with forty (40) or more days of accumulated personal leave shall be entitled to use one (1) day per annum of the accumulated personal leave to obtain medical advice and/or treatment of a preventative nature.
- 6.5.2 The employee shall, where practicable, give the employing authority two (2) weeks' notice prior to taking health check leave.

## **6.6 Special Responsibility Leave**

*This clause is to be read in conjunction of the provisions of the Family Leave (Schedule 9). Where the benefits of this clause are superior to those provided in Schedule 9, this clause will apply.*

### **6.6.1 Access to Leave – Care and Support**

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support may access paid leave to provide care and or support for such persons when they are affected by illness, injury or an unexpected emergency. This leave shall be taken as special responsibility leave and deducted from accrued personal leave.

### 6.6.2 Access to Leave – Emotional Recovery

- (a) An employee may access paid leave for periods of their emotional recovery following a traumatic event such as the death of either a member of their immediate family or members of their household. This leave shall be taken as special responsibility leave and deducted from accrued personal leave.
- (b) An employing authority may request a doctor's certificate indicating the nature of the illness or confirming the need for emotional recovery.
- (c) The employer will consider the particular circumstances associated with any further application for special responsibility leave beyond the provisions of clauses 6.6.1, 6.6.2 and 6.9. Any additional paid leave may be deducted from accrued personal leave.
- (d) In accordance with Schedule 9 (Family leave), special responsibility leave may be accessed as leave without pay or other types of leave. Any request will be based on the particular circumstances and will be applied for and considered in accordance with the relevant provisions for such leave.

## 6.7 Parental Leave

6.7.1 This clause must be read with reference to the provisions of Schedule 9 (Family Leave) and Schedule 20 (Paid Maternity Leave) of this Agreement.

### 6.7.2 Paid Maternity or Adoption Leave – Continuing Employees

- (a) All female employees engaged on a continuing contract of employment shall be entitled to fourteen (14) weeks paid maternity leave on full pay or, if they have or will have a responsibility for the care of the child, fourteen (14) weeks paid adoption leave on full pay.
- (b) All male employees engaged on a continuing contract of employment will be entitled to fourteen (14) weeks paid adoption leave on full pay where that employee will have or will have a responsibility for the care of the child.
- (c) The period of paid maternity leave or paid adoption leave will be the period of fourteen (14) weeks immediately following the date of commencement of leave.
- (d) This period of paid leave, prescribed in clauses 6.7.2 (a), (b), and (c) will be exclusive of any paid school vacation period and inclusive of public holidays which may fall during the leave.
- (e) The federal government's paid parental leave scheme, implemented consistent with the legislation, shall not diminish the provisions of this clause.
- (f) Superannuation and all other employee entitlements, continue to accrue during the employer-funded part of an employee's period of paid parental leave referred to in clause 6.7.2 (a) and (b) above.
- (g) As described in clause 6.7.4 below, employees may access leave without pay in accordance with provisions of the Schedule 9 (Family Leave). The period of paid maternity/adoption leave will be included as part of the leave an employee is entitled to access in accordance with clause 6.7.4.
- (h) Where an employee who is already on parental leave becomes pregnant and is otherwise eligible to receive paid maternity leave, she will be entitled to subsequent period(s) of paid maternity leave without any requirement to first return to work.
  - (i) In such circumstances, the employee must still abide by the existing notification procedures when applying for the subsequent period of parental leave.

- (ii) The subsequent period of maternity leave is deemed to commence on the subsequent date of confinement or the end date of the prior period of parental leave, whichever is the sooner.

### 6.7.3 Paid Parental Leave at Half Pay

Where an employee is entitled to paid parental leave and elects to access this entitlement at half pay, the following operational arrangements shall apply:

- (a) paid parental leave may be accessed at half pay. In such circumstances the employee will be entitled to double the period of leave which would otherwise be applicable.
- (b) the period of paid parental leave at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.
- (c) where an employee accesses paid parental leave at half pay that employee will accrue all leave entitlements on a pro rata basis.
- (d) where an employee accesses paid parental leave at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated. Any associated costs will be borne by the employee consistent with current salary packaging arrangements.
- (e) a period of paid parental leave at half pay will be inclusive of public holidays. A public holiday occurring during a period of paid parental leave at half pay, and which falls on a day on which the subject employee would otherwise work, will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.
- (f) the following provisions will apply to teachers who access paid parental leave at half pay:
  - (i) a period of paid parental leave at half pay will be exclusive of school vacations.
  - (ii) school vacations (except for the Christmas vacation) which are within a period of paid parental leave at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.
  - (iii) school vacations (except for the Christmas vacation) which are contiguous with a period of paid parental leave at half pay will be paid for at the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.
  - (iv) where a teacher accesses a period of paid parental leave at half pay which is wholly within one calendar year (as defined in paragraph (v) below), that employee will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

$$P = \frac{L}{W} \times S - A$$

Where:

- P is the total amount paid to the employee for the Christmas vacation;
- L is the number of weeks actually worked plus the number of weeks of paid parental leave;
- W is the number of weeks the teacher would have worked if they had not accessed paid parental leave;
- S is the total amount which would have been paid for the calendar year if the employee was not accessing paid parental leave at half pay; and
- A is the total amount paid to the teacher in that calendar year prior to the Christmas vacation.

- (v) for the purposes of this clause, “*calendar year*” will be defined in one (1) of two (2) ways, depending on the method of employing teachers used by a particular employing authority. Where an employing authority employs teachers from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (iv) and (vi). Where an employing authority employs teachers from the beginning of term one to the day before the beginning of Term One in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraphs (iv) and (vi); and
- (vi) where a teacher accesses a period of paid parental leave at half pay and that period extends across two (2) calendar years (as defined in paragraph (v)), that employee will be paid in accordance with this paragraph (paragraph (vi)). For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (iv). All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of paid parental leave at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.

#### 6.7.4 Unpaid Parental Leave

- (a) Employees are entitled to leave without pay in accordance with the provisions of Schedule 9 (Family Leave).
- (b) In accordance with clause S9.1.13 of Schedule 9 (Family Leave), an employee and employer may agree that the employee interrupt the period of unpaid parental leave by returning to work for the employer, whether on a full-time, part-time or casual basis. Notwithstanding the above, the total period of parental leave cannot be extended beyond the maximum possible end date permitted under legislation, as a result of the mutually agreed period of return to work.

#### 6.7.5 Paid Maternity or Adoption Leave – Fixed-Term Employees

- (a) Fixed period employees will also be eligible for paid maternity leave or paid adoption leave on the same basis as continuing employees.
- (b) Where the employee’s contract comes to an end before the expiration of the period of paid maternity leave or paid adoption leave, the employee will be entitled to receive payment only up until the conclusion of the fixed-term contract.
- (c) Where a fixed-term employee secures a further contract, and that further contract commences within three (3) months of the expiry of the preceding contract, any period of paid maternity leave or paid adoption leave which would have been forfeited as a result of the expiry of the preceding contract can be accessed from the date of commencement of the new contract of employment.

#### 6.7.6 Paid Spousal (Paternity) Leave

- (a) Employees shall be entitled to ten (10) days (pro-rata for part time employees) leave in connection with the birth or adoption of child/children for whom the employee will have responsibility:
  - (i) this leave is a separate entitlement to the special responsibility leave provisions of Schedule 9 (Family leave) and shall not be deducted from the employee’s accrued personal leave.

*For example, a full-time employee is entitled to ten (10) days paid leave from the school workplace (that is, a fortnight’s full-time wage payment) in connection with the birth or adoption of their child. The employee can choose when they will take this leave, providing it is taken within one (1) month of the birth or adoption.*

- (ii) subject to clause 6.7.6 (a) (iii), the period of leave nominated by the employee will be taken within one month of the confinement or adoption. In cases of demonstrated need (for example, travel to a birthing facility or caring for other children where complete bed rest for pregnant partner is prescribed) this leave may be accessed prior to confinement or adoption;
- (iii) this period of leave will be exclusive of any paid school vacation period and inclusive of public holidays which may fall during the leave;
- (iv) an employee will not be required to provide a medical certificate to support such leave;
- (v) employees who are the primary care givers and have accessed paid adoption leave in accordance with clause 6.7.2 (b) are not eligible for paid spousal (paternity) leave; and
- (vi) part-time employees can access paid spousal leave on a pro rata basis. The quantum of paid hours of spousal leave available to a part-time employee will be the same as the number of hours which the employee would normally have received in the two week period of leave had the employee attended for work.
- (vii) A part-time employee is also entitled to ten (10) days leave from the school workplace in connection with the birth or adoption of their child. In this scenario, the part-time employee is only paid for the part-time hours they would otherwise have been rostered to work in that ten (10) day period. It is recognised that the period of absence will not often fall neatly in complete weeks of the school timetable. The employee can choose when they will take this leave, providing it is taken within one (1) month of the birth or adoption.

*For example, a part-time employee working fifteen (15) hours per week (Monday five (5) hours, Tuesday six (6) hours, Wednesday four (4) hours in Week 1; and Wednesday seven (7) hours, Thursday four (4) hours and Friday four (4) hours in Week 2) may choose to commence the ten (10) days paid spousal (paternity) leave on the Thursday of Week 2 of the timetable. They would be paid as follows for the period of the ten (10) day absence: Thursday four (4) hours + Friday four (4) hours (Week 2) + Monday five (5) hours + Tuesday six (6) hours + Wednesday four (4) hours (Week 1) + Wednesday seven (7) hours (Week 1) = thirty (30) hours. The total amount of paid leave for the ten (10) day period of spousal (paternity) leave remains the normal fortnightly part-time wage payment.*

- (b) In addition to the provision at clause 6.7.6 (a), an employee will be entitled to five (5) days spousal leave in connection with the birth or adoption of child/children for whom the employee will have responsibility.
  - (i) This leave is to enable the employee to attend to medical/agency appointments or to care for ill members of the immediate family.
  - (ii) Such leave shall be deducted from the employee's accrued personal leave.
  - (iii) An employing authority may request a doctor's certificate indicating the nature of the illness or other confirmation of medical/agency appointments.

## **6.8 Compassionate Leave**

All employees are entitled to access compassionate leave in accordance with the provisions of Schedule 9 (Family Leave).

## **6.9 Access to Leave – Terminally Ill Member of Household**

- 6.9.1 Employees are entitled to access paid leave to care for or support a household member who is terminally ill. Such leave shall be deducted from the employee's personal leave accrual.
- 6.9.2 A further three (3) months of unpaid leave can be accessed by the employee to continue such care and support if necessary.
- 6.9.3 An employing authority may request a doctor's certificate indicating the terminal nature of the illness.

## **6.10 Emergency and Natural Disaster Leave**

- 6.10.1 The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.
- 6.10.2 Employees will assist with keeping schools open to support students, families and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in clause 6.10.3 or are otherwise on approved leave. Subject to clause 6.10.3 employees may be asked to assist with preparing for a reopening of a damaged school.
- 6.10.3 An employee who is prevented from attending the employee's normal place of employment because of floods, cyclonic disturbances, severe storms, or bush-fires (or any other comparable natural disaster or emergency) shall be granted a maximum of five (5) days per calendar year non-cumulative paid leave in the following circumstances:
- (a) when they have experienced extreme loss or trauma; or
  - (b) where the employee must, of necessity, remain at home to safeguard the employee's family or property; or
  - (c) where the employee must remain at home to have temporary repairs effected, restore or replace essential belongings, complete necessary clean up for safety or to enable occupation of residence etcetera; or
  - (d) where an employee must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or
  - (e) where the employee is away from their usual residence and is unavoidably delayed in returning to their place of employment due to identified and specific disruptions to transport services and facilities; or
  - (f) where the employee is required to return home before the employee's usual ceasing time to ensure personal safety, the protection of the employee's family and property or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions.
- 6.10.4 Access to the leave as in clause 6.10.3 will be coordinated by the employing authority and/or principal.
- 6.10.5 The employing authority and/or principal will make every effort to clarify contact and communication procedures to be used at times of emergencies.
- 6.10.6 The employing authority may consider additional paid leave in exceptional circumstances or where an employee is affected by more than one disaster or emergency in any year.
- 6.10.7 Leave for Attendance at Emergencies
- (a) An employee who is a member of the State Emergency Service, voluntary member of a local fire fighting unit, members of a Rural Fire Brigade, auxiliary of a fire brigade, honorary ambulance officer or St John ambulance volunteer shall be granted paid leave when called out for emergencies, to fight local fires or where an emergency situation or state of disaster has been declared under the *Public Safety Preservation Act 1986 (Queensland)* or the *Disaster Management Act 2003 (Queensland)*.
  - (b) Paid leave is not available for training purposes, however unpaid leave may be granted at the employing authority's discretion.

## 6.11 Defence Force Reserve Leave

### 6.11.1 Teachers

- (a) Teachers who are members of the Defence Force Reserve may access leave with pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of ten (10) calendar days during term time each Australian Tax Office (ATO) financial year.

In addition, a teacher may access an additional twenty-two (22) calendar days paid leave during term time each ATO financial year, after the initial qualifying period has been paid by the employer, provided that the employer receives a payment for the employee absence under the Employer Support Payment Scheme (Defence Reserves Support) or howsoever named.

- (b) In addition to the above, a further fourteen (14) calendar days leave with pay may be accessed during term time in a teacher's first year of reserve service, where attendance at recruitment or initial training is required.

The teacher is not required to forward to the employing authority any monies or allowances paid by the defence force for their attendance at camps, courses or other training whilst on periods of leave with pay during term time.

The teacher shall not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.

- (c) Wherever possible, the teacher should schedule their attendance at Defence Force Reserve activities during school vacation periods.
- (d) Any further teacher absence due to defence force reserve leave activities in term time will be approved as leave without pay.

### 6.11.2 School Officers and Service Staff

- (a) School officers and service staff who are members of the Defence Force Reserve may access leave with pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of ten (10) calendar days each ATO financial year.

In addition, a school officer or services staff member may access an additional twenty-two (22) calendar days paid leave during term time each ATO financial year, after the initial qualifying period has been paid by the employer, provided that the employer receives a payment for the employee absence under the Employer Support Payment Scheme (Defence Reserves Support) or howsoever named.

- (b) In addition to the above, a further fourteen (14) calendar days leave with pay may be accessed in an employee's first year of reserve service, where attendance at recruitment or initial training is required.
- (c) The school officer or service staff member is not required to forward to the employing authority any monies or allowances paid by the defence force for their attendance at camps, courses or other training whilst on periods of leave with pay.
- (d) The employee shall not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.
- (e) Wherever possible, the school officer or service staff member should schedule their attendance at Defence Force Reserve activities during annual leave.
- (f) Any further absence due to defence force reserve leave activities will be approved as

## **6.12 Cultural Leave**

- 6.12.1 The Catholic education employing authorities recognise the unique status that Aborigines and Torres Strait Islanders hold within Australian society. In recognition of this status Aborigines and Torres Strait Islander employees may apply for leave from the workplace for cultural reasons.
- 6.12.2 Such applications will be considered within the normal leave provisions, guidelines and application procedures.
- 6.12.3 Employees may apply for leave to which they may be entitled e.g. annual leave, bereavement leave, authorised accrued time leave or may elect to apply for unpaid leave.
- 6.12.4 The employer must not unreasonably refuse the leave.
- 6.12.5 In considering the employee's request for leave, the employer must consider at least the following:
- (a) the employer's capacity to reorganize work arrangements to accommodate the employee's request;
  - (b) the impact of the employee's absence on the delivery of customer service;
  - (c) the particular circumstances of the employee; and
  - (d) The impact of a refusal on the employee, including the employee's ability to balance his or her work and family responsibilities.
- 6.12.6 The employee must, if practicable, give the employer:
- (a) reasonable notice of the intention to take cultural leave before taking the leave and
  - (b) the reason for taking the leave; and
  - (c) the period that the employee estimates the employee will be absent.
- 6.12.7 If it is not practicable for the employee to give the notice before taking the leave, the employee must give the employer notice of the matters in clause 6.12.6 (b) and (c) at the first opportunity.
- 6.12.8 It is declared that leave provided under this section is a welfare measure for the purposes of the *Queensland Anti-Discrimination Act 1991*, section 104.
- 6.12.9 In clause 6.12: "*employee*" means an employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony.

## **6.13 Extended Unpaid Leave**

- 6.13.1 An employee may apply to access extended unpaid leave on the following basis:
- (a) at least six (6) months notice is given in all but exceptional circumstances;
  - (b) at least three (3) years continuous service has been completed prior to the intended commencement of each period of leave;
  - (c) the period of leave sought is a maximum of twelve (12) months duration.
- 6.13.2 A subsequent application for consecutive unpaid leave may also be considered, in special circumstances.
- 6.13.3 Approval of extended unpaid leave applications are granted at the employer's discretion.

## 6.14 Union Education Leave

6.14.1 The following clause applies to all Religious Institute schools except Edmund Rice Education Australia.

- (a) The employer recognises the value of employees gaining a better understanding of industrial relations within the employer's operations, and in particular, a better understanding of the industrial instruments and industrial issues impinging upon the working life of employees. The employer acknowledges the responsibility on employees to maintain a high level of professional knowledge and practice available from various sources.
- (b) As part of the college's professional development program and consistent with the professional development guidelines, an employee shall be entitled to apply for leave to attend courses and seminars conducted by Organising Works, Australian Council of Trade Unions (ACTU), IEUA, ANMF/QNU which are of an industrial nature.
- (c) Consistent with the college's professional development guidelines, the employer shall not reasonably withhold approval to attend such courses.

6.14.2 The following clause applies to Edmund Rice Education Australia.

- (a) Upon written application, endorsed by the relevant union, and giving the employer at least one (1) month's notice, an employee shall be granted up to three (3) working days leave (non-cumulative) on ordinary pay to attend courses and seminars conducted by:
  - (i) Organising Works;
  - (ii) ACTU;
  - (iii) IEUA;
  - (iv) ANMF/QNU; or
  - (v) specific union training courses of an industrial nature approved by the union.

For the purposes of these provisions "*ordinary pay*" shall mean the ordinary fortnightly or weekly rate paid exclusive of any allowance for travelling time and fares.

- (b) The granting of leave specified in (1) above shall be subject to the following conditions:
  - (i) the maximum number of employees from any one work area granted leave at the same time shall be as follows:
 

Up to thirty (30) employees	one (1)
More than thirty (30) employees	two (2)

Provided that where the employer has more than one place of employment in Queensland, then the formula shall apply to the number of employees employed in or from each place of employment;
  - (ii) the granting of leave shall be subject to the reasonable convenience of the employer so that the operations of the employer will not be unduly affected;
  - (iii) no employee shall be granted leave exceeding the duration of the course;
  - (iv) the scope, content and level of the course or seminar shall be such as to contribute to a better understanding of industrial relations within the employer's operations, and in particular, a better understanding of the industrial instruments and industrial issues impinging upon the working life of the employee;
  - (v) the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee; and
  - (vi) such paid leave granted under this provision shall not affect any other leave granted to an employee under a relevant industrial instrument.

## 6.15 Union Development Leave

An employee may request leave without pay for a minimum of four (4) weeks and a maximum of up to two (2) terms for union training and development.

- (a) During this leave, the union will be this person's employer and the union will be responsible for the payment of the person's salary. Accruals of leave for the person shall continue during a union leave of absence and provision for the costs of such accruals shall be included in a payment to the employing authority.

The Catholic education employing authority will maintain the employee's continuity of employment. Upon completion of the leave of absence, the employee will return to his/her former position.

- (b) Such leave will be at the discretion of the employing authority. Normally, there will be at least three (3) months' notice given, in order to secure such leave. The impact on the school, its students and staffing profile will be taken into account in the granting of such leave. The employing authority will not unreasonably withhold approval of such leave.

- (c) The employing authority will identify any reasonable consequential location, advertising or other expense arising from the granting of union development leave and the union will meet the costs where agreed.

- (d) The following provision applies to Religious Institute Girls' Schools only.

An employee will not be eligible to apply for union development leave more than once every two (2) years.

- (e) The following provision applies to Religious Institute Boys' Schools only.

Union development leave is available to not more than one employee (for EREA employees, four (4) employees, including one (1) from a school outside the Brisbane metropolitan area) during the life of this Agreement.

## 6.16 Public Holidays

- 6.16.1 An employee (other than a casual employee) who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

- 6.16.2 All work done by any employee on:

- (a) the 1st January;
- (b) the 26th January;
- (c) Good Friday;
- (d) Easter Saturday (the day after Good Friday);
- (e) Easter Monday;
- (f) the 25th April (Anzac Day);
- (g) Labour Day;
- (h) the Birthday of the Sovereign;
- (i) Christmas Day;
- (j) Boxing Day; or

- (k) any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday;  
will be paid for at the rate of double time and a-half with a minimum of four (4) hours.

#### 6.16.3 Double Time and A-Half

For the purposes of clause 6.16, where the rate of wages is a weekly rate, "*double time and a-half*" means one and one-half days wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

#### 6.16.4 Annual Show

- (a) Moreover, all work done by an employee in a district specified from time to time by the Minister by notification published in the Queensland Government Industrial Gazette on the day appointed under the *Holidays Act 1983*, to be kept a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a half with a minimum of four (4) hours.
- (b) In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

- 6.16.5 Notwithstanding any other provision of clause 6.16 when an employee works on a public holiday such employee shall be paid at the rate prescribed by clause 6.16 for the particular holiday or by agreement between the employee and the employer may be paid at the ordinary rate and given a day off in lieu thereof within twenty-eight (28) days of the holiday occurring: provided that if an employee subsequently works on the day in lieu of the deferred public holiday, such employee shall be paid in accordance with the other provisions of clause 6.16.2.

### 6.17 Domestic Violence Leave

#### 6.17.1 Leave

- (a) An employee, who is experiencing domestic violence, will have access to ten (10) days per year non-cumulative of paid special leave in order to address related matters including, but not limited to:
  - (i) attending medical and/or counselling appointments;
  - (ii) sourcing alternative accommodation;
  - (iii) accessing legal advice;
  - (iv) attending legal proceedings;
  - (v) organising alternative care for members of their immediate family or household;
  - (vi) organising alternative education arrangements for their children;
  - (vii) rebuilding support networks; and
  - (viii) other issues related to the domestic violence.
- (b) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved.
- (c) Employees can also access existing leave entitlements for the abovementioned purposes, without the usual notice requirements.
- (d) It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing this special leave.

**6.17.2 Supporting another person experiencing domestic violence**

- (a) An employee who supports a person experiencing domestic violence may use their existing carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter.
- (b) This sub-clause (6.17) applies only where an employee supports a person who is a member of their immediate family (as defined in clause 1.3.9 of this Agreement) or household.

**6.18 Jury Service Leave**

- 6.18.1 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- 6.18.2 Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- 6.18.3 Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 6.18.4 If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- 6.18.5 "*Ordinary pay*" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any payments over and above those prescribe in Schedule 1 of this Agreement. "*Ordinary pay*" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

**6.19 Payment of Leave**

For the purposes of Part 6 of this Agreement, the rate of payment for paid leave will be the rate the employee would have received had the employee attended for work.

**6.20 EREA – Other Special Leave with Pay Arrangements**

- 6.20.1 In circumstances where an EREA school provides an extra week of leave to employees, this extra week of leave is treated as special leave with pay.
- 6.20.2 An employee who is accessing long service leave or maternity leave during this period of extra leave will be administratively taken off that leave and placed on special leave with pay.
- 6.20.3 EREA does not deduct personal leave if it is special leave or Vacation Leave (VACN) as there is no provision for a teacher to take extra VACN.

## PART 7 CONDITIONS APPLYING TO TEACHERS

### 7.1 Classification

*Clause 7.1.1 applies from 1 July 2018. Transitional provisions for employees employed prior to 1 July 2018 are set out in Schedule 2.*

7.1.1 (a) Four (4) Year Trained Teachers shall be classified according to the following table:

4 year trained teachers	Graduate
	Proficient 1
	Proficient 2
	Proficient 3
	Proficient 4
	Proficient 5
	Proficient 6
	Proficient 7
	Proficient 8

Provisions relating to classifications and progression for four year trained teachers are contained in clauses 7.1.2 and 7.1.3.

(b) Three (3) Year Trained Teachers shall be classified according to the following table:

3 year trained teachers	Step 1
	Step 2
	Graduate
	Proficient 1
	Proficient 2
	Proficient 3
	Proficient 4
	Proficient 5
	Proficient 6
	Proficient 7
	Proficient 8

Provisions relating to classifications and progression for three year trained teachers are contained in clauses 7.1.4 to 7.1.6.

### 7.1.2 Appointment and Incremental Progression – Four (4) Year Trained Teacher

- (a) A 4 year trained teacher shall be appointed at *Graduate* in the scale at clause 7.1.1 (a) above.
- (b) A 4 year trained teacher will progress to Proficient 1 once they meet the requirements of full registration with the Queensland College of Teachers (QCT), as provided by clause 7.7.2, and will then progress from one salary step to a higher salary step (subject to clause 4.1.3) by annual increments to Proficient 8.
- (c) A 4 year trained teacher who has an approved Bachelor's degree with first or second degree honours from a recognised university plus one year of teacher education or two (2) approved degrees from a recognised university plus one year of teacher education shall be classified as prescribed by Clause 7.3.

### 7.1.3 Definition - Four (4) Year Trained Teacher

*"Four year trained teacher"* means a person appointed as a teacher who holds:

- (a) An approved degree from a recognised tertiary education institution; or

- (b) An approved equivalent tertiary qualification plus at least one year of teacher education; or
- (c) An approved equivalent tertiary qualification plus such other qualifications recognised by the employer as equivalent to one (1) year of teacher education.

#### 7.1.4 Appointment and Incremental Progression – Three (3) Year Trained Teacher

- (a) A three (3) year trained teacher shall be appointed at Step 1 of the scale at clause 7.1.1 (b) above.
- (b) Except as provided by paragraph 7.1.4 (c) below, a three (3) year trained teacher shall progress from Step 1 to Graduate (subject to clause 4.1.3) by annual increment.
- (c) A three (3) year trained teacher shall progress to Proficient 1 after meeting the requirements for full registration with the Queensland College of Teachers (QCT), as provided by clause 7.7.2, irrespective of whether they are at Step 1, Step 2, or Graduate when they apply. Clause 7.4 (Timely Notification of Qualifications and Experience) applies to this paragraph (paragraph 7.1.4 (c)).
- (d) A three (3) year trained teacher who is classified as Graduate, shall remain at the Graduate step until they have met the requirements for full registration with the Queensland College of Teachers (QCT).
- (e) A three (3) year trained teacher shall progress from Proficient 1 to Proficient 4 (subject to clause 4.1.3) by annual increment.
- (f) Except as provided by clauses 7.1.5 and 7.1.6, or as otherwise provided by this Agreement, a three (3) year trained teacher shall progress from Proficient 4 to Proficient 8 by completing two (2) year's service (subject to clause 4.1.3) on each of Proficient 4, 5, 6, and 7.

#### 7.1.5 Incremental Progression – Three (3) Year Trained Teacher - Additional Qualifications

- (a) A three (3) year trained teacher who successfully completes further tertiary study to achieve the status of four (4) year trained teacher shall, as from 1 January or 1 July whichever is the first following such completion, and upon production of satisfactory evidence thereof, have their appropriate salary step in clause 7.1.1 determined according to the following table:

Salary Step – Clause 7.1.1 (b)	Salary Step – Clause 7.1 (a)
Step 1	Graduate
Step 2	Proficient 1
Graduate	Proficient 2
Proficient 1	Proficient 3
Proficient 2	Proficient 4
Proficient 3	Proficient 5
Proficient 4	Proficient 6
Proficient 5	Proficient 7
Proficient 6 and higher	Proficient 8

- (b) The arrangements contained in clause 7.1.5 (a) shall not alter the date at which a teacher progresses to the next salary step on the scale (the teacher's increment date) where applicable.

#### 7.1.6 Incremental Progression – Three (3) Year Trained Teacher - Professional Development

- (a) Notwithstanding the provisions of paragraph 7.1.4 (f), a 3 year trained teacher may apply for progression by annual increments from Proficient 4 to 8 subject to the following conditions:

- (i) completion of at least twelve (12) months service on Proficient 4;
  - (ii) participation in one hundred and fifty (150) hours of accredited professional development activities to be achieved at an annual average rate of not less than thirty (30) hours (five (5) days) and to be undertaken outside the hours engaged in teaching; and
  - (iii) provision of a statement outlining the knowledge and skills acquired through participation in professional development.
- (b) Applications for progression identified in paragraph 7.1.6 (a) shall be made through the principal of the school and be subject to assessment and recommendation to the school authority by a panel consisting of:
  - (i) a representative of the school authority;
  - (ii) a representative of the teacher seeking progression;
  - (iii) a representative jointly agreed to.
- (c) Applications for progression identified in paragraph 7.1.6 (a) shall include:
  - (i) certification of participation in accredited professional development activities by activity providers; and
  - (ii) a brief statement on a standard agreed, outlining the additional knowledge and skills acquired and their application in the teacher's work.
- (d) No teacher shall be required to undergo classroom or other inspection for the purposes of certification.
- (e) The review panel identified in paragraph 7.1.6 (b) shall make a recommendation to the employing authority as to whether in its opinion the teacher has satisfied the eligibility criteria in clause 7.1.6 (a).
- (f) A teacher who is assessed by the review panel as having satisfied the requirements contained in clause 7.1.6 (a) shall be entitled to progress to the next incremental pay step (Proficient 4 to 8 as appropriate) effective from their date of application or on the completion of twelve (12) months' service on their current incremental step (whichever is the later).

#### 7.1.7 Treatment of Teachers Who Have Held (or Hold) a Position of Leadership

Where a teacher is appointed to a position of leadership, that teacher will be deemed to progress through the incremental steps as provided in paragraphs 7.1.1 (a), 7.1.1 (b) or clause 7.1.5 on the basis of their total years of service as a teacher. However, any leadership allowance will be paid consistent with clause S4.3.

#### 7.1.8 Review

- (a) Any anomalies which may arise from the application of the above classification clauses or the Transitional Arrangements (in Schedule 2) shall, in the first instance, be the subject of negotiation between the relevant parties.
- (b) Where an agreement cannot be reached on the rectification of an anomaly, the matter will be processed through the grievance and dispute settling procedure in clause 2.4 of this Agreement.

### 7.2 Recognition of Prior Non-Teaching Service and Experience – Teachers

*This clause applies to all teachers and applicants for the position of teacher.*

- 7.2.1 In accordance with this clause a teacher, or applicant for the position of teacher, may apply to have prior non-teaching service and experience recognised for the purposes of salary classification. Full-time and part-time service and/or experience can be recognised. The method of implementing the salary classification resulting from the application of this clause (clause 7.2), is set out in clause 7.2.10.

- 7.2.2 Where an existing employee successfully makes application for the recognition of prior non-teaching service in accordance with this clause, they will be paid at the adjusted rate.
- 7.2.3 Any application for recognition of prior non-teaching service and experience must be made in accordance with clause 7.4 of this Agreement (Timely Notification of Qualifications and Experience).
- 7.2.4 A teacher or applicant for the position of teacher may seek recognition for multiple categories of prior non-teaching employment in one application.
- 7.2.5 Applications for recognition of previous non-teaching service and experience should relate to employment in an area/s relevant to their current teaching role. Recognition will be given only to employment that ceased in the five (5) year period prior to the date of appointment.
- 7.2.6 The five (5) year limitation in clause 7.2.5 may be extended by the employer where special circumstances are demonstrated by the teacher or applicant.
- 7.2.7 The relevance of the prior non-teaching experience must be demonstrated by the employee and accepted by the employer as being applicable to the current teaching role.
- 7.2.8 For the purposes of this clause any prior non-teaching service as an apprentice or trainee will not be recognised as relevant prior service.
- 7.2.9 Should prior non-teaching service and experience be recognised for salary classification purposes, any such recognised service will count on the basis of thirty-three per cent (33%).
- 7.2.10 Method of implementation
- (a) Where the applicant is a registered teacher, that teacher will have their classification (consistent with clause 7.1.1) advanced to the appropriate classification determined having regard to both their years of service as a teacher and the quantum of service recognised in accordance with this clause (clause 7.2).
  - (b) Where the applicant is a provisionally registered teacher, that teacher will be classified (and paid) at the level of Graduate. Once the teacher obtains full registration (with the Queensland College of Teachers) that teacher will be classified (and paid) at the appropriate step on the Proficient scale determined having regard to the quantum of service recognised in accordance with this clause (clause 7.2).

### **7.3 Recognition of Additional Qualifications Prior to Commencing Teaching Career**

- 7.3.1 This clause is to grant an extra salary classification level if the proposed employee has attained more than one (1) degree or a degree plus an honours year. These studies must be additional to the required teacher qualification study. The method of implementing the extra salary classification resulting from the application of this clause (clause 7.3), is set out in clauses 7.3.2 and 7.3.8.
- 7.3.2 A teacher must have completed the specified additional qualifications prior to, or within the initial twelve (12) months, of commencing employment as a teacher to be eligible for the extra salary classification in accordance with this clause. The increment date for teachers who complete the required qualifications after commencement of duty will be twelve (12) months (full-time equivalent) from the date of the completed additional qualification.
- 7.3.3 Bachelor, Honours, Master and Doctoral degrees awarded by recognised universities will be recognised for the purpose of this clause.
- 7.3.4 Teachers who possess the following combinations of qualifications are eligible to receive the extra salary classification provided by this clause:
- (a) Bachelor Degree and Honours year plus teacher qualification study; or
  - (b) two (2) approved degrees plus teacher qualification study.

- 7.3.5 A four (4) year combined degree, from a recognised university, that has a minimum requirement of eight (8) semesters at that university's standard full-time workload will not satisfy the requirements for the extra salary classification provided by this clause.
- 7.3.6 Only a combined degree, from a recognised university, that has a minimum requirement of ten (10) semesters at that university's standard full-time workload for that combined degree will satisfy the requirements for the extra salary classification provided by this clause.
- 7.3.7 The following scenarios are provided for the purpose of examples of the qualifications and classification levels assigned:
- (a) qualifications that would not attract the extra salary classification provided by this clause:
    - (i) Bachelor of Arts/Bachelor of Education (four (4) year combined degree)
    - (ii) Bachelor of Economics + Master of Teaching
    - (iii) Bachelor of Education.
  - (b) qualifications that would attract the extra salary classification provided by this clause:
    - (i) Bachelor of Economics + Graduate Diploma of Education + Master of Teaching
    - (ii) Bachelor of Arts + Graduate Diploma of Education + Master of Education
    - (iii) Bachelor of Commerce + Bachelor of Commerce (Honours) + Graduate Diploma of Education
    - (iv) Bachelor of Arts + Bachelor of Arts (Honours) + Bachelor of Education
    - (v) Bachelor of Education + Honours year
    - (vi) Bachelor of Education/Bachelor of Psychology (five (5) year combined degree).
- 7.3.8 The teacher will, whilst they are provisionally registered, be classified (and paid) at the level of Graduate. Once the teacher obtains full registration (with the Queensland College of Teachers) that teacher will be classified (and paid) at Proficient 2

#### **7.4 Timely Notification of Qualifications and Experience**

*It is imperative that employees provide, in a timely manner, documentary evidence of qualifications and experience which will enable an employer to identify the appropriate salary for an employee. An employee shall be paid at the rate of pay consistent with information provided until further supporting documentary evidence is provided to the employer.*

##### **7.4.1 Timely Notification of: gaining qualifications; full registration; or certification**

- (a) Teachers will provide their employer with timely written advice along with documentary evidence of any changes to: their professional qualifications; or certification as Highly Accomplished Teacher or Lead Teacher, which would bring about adjustment to the teacher's classification.
- (b)
  - (i) If a teacher does provide within six (6) months such written advice and documentary evidence: of having met the requirements for being awarded the qualification; or of certification, then payment for the variation will be effective from the date of meeting these requirements.
  - (ii) If a teacher does not provide within the timeline outlined above documentary evidence of having met the requirements for being awarded the qualification or certification, then the payment for the variation will be from the date of receipt of the documentary evidence from the teacher.
- (c) Teachers will provide their employer with timely written advice along with documentary evidence of the date of provision to the reviewer of the required portfolio (clause 7.7.2 (f)). The outcomes of providing the evidence within, or outside of, six (6) months outlined in paragraphs (b) (i) and (b) (ii) above will apply.
- (d) Documentary evidence must be an original or certified copy of an original document.

#### 7.4.2 Timely Notification of Previous Relevant Service

- (a) Teachers will provide their employer with timely written advice along with supporting documentary evidence of relevant employment service which would be relevant to determining the employee's rate of pay.
- (b)
  - (i) Subject to (ii) below, if a teacher does provide supporting documentary evidence regarding previous relevant service within six (6) months of commencement of service with the employer, payment for the adjustment will be effective from the date of commencement with the employer.
  - (ii) Where a provisionally registered teacher is seeking recognition of prior non-teaching service (clause 7.2) the employee must provide the information during the period they are classified as Graduate.
- (c) If an employee does not provide supporting documentary evidence regarding relevant service within six (6) months of commencement then any payment relating to that service will be applied from the date of receipt of notification from the employee.
- (d) Supporting documentary evidence of previous relevant service should include statements of service. A statement of service from each previous employer(s) should be provided. A statement of service is normally the appropriate proof of prior service and satisfies the criteria at clause 7.4.3 below.
- (e) A statutory declaration may be submitted in lieu of a statement of service in instances where an individual is unable to obtain the necessary documentation from a previous employer. For instance, a school and its records may no longer exist or exist in an area of civil disturbance or natural disaster. A statutory declaration may be submitted only after the employer is satisfied that the employee has exhausted all reasonable avenues to obtain a statement of service. Where a statutory declaration is accepted it should satisfy the criteria at clause 7.4.3 below. The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.

#### 7.4.3 Statement of Service

The statement of service should:

- (a) be an original or certified copy of an original document;
- (b) be provided on the official letterhead of the authority responsible for the school or institution and it must be signed and dated by the employer or an authorised person;
- (c) specify the position held;
- (d) specify the period of employment;
- (e) specify the exact nature of the employment e.g. full-time, part-time, casual, etc. and provide a detailed description of the teaching or other relevant duties performed;
- (f) detail whether the employment was part-time – and if so the number of hours worked per week or their full-time equivalent, or the total number of hours paid for the total period of employment;
- (g) detail whether the employment was casual – and if so the total number of hours paid for the total period of employment;
- (h) indicate any periods of unpaid leave that were taken; and
- (i) specify whether any leave without pay was taken and the period when this leave without pay occurred. If no periods of leave without pay were taken, the statement must show that 'no leave without pay was taken'.

**7.4.4 Duty to Notify**

All new employees will be given at the time of appointment a document detailing the requirements with regards to timely notification of gaining qualifications and timely notification of previous relevant service.

**7.5 Positions of Leadership**

7.5.1 All appointments to the positions of leadership structure will be made under Schedule 4 of this Agreement.

**7.6 Appointment Process – Positions of Leadership**

7.6.1 The parties recognise that teaching and learning outcomes may be well supported by Catholic schools' ability to attract and retain quality teaching staff in promotional positions.

7.6.2 As a minimum, the fundamental principles forming a transparent appointment process shall include:

- (a) advertisement of promotional position vacancies to existing staff;
- (b) opportunity to provide written response to key selection criteria;
- (c) interview of short listed applicants; and
- (d) in circumstances where an existing employee is unsuccessful in application for a vacant promotional position, the employee may request employer feedback on aspects of their written application and/or interview performance.

7.6.3 This clause does not apply:

- (a) where appointments are made for the remainder of the Positions of Leadership four or five year appointment (as the case may be); or
- (b) where appointments are made to other acting positions; or
- (c) where there is redeployment of current staff following school closure or other special circumstance.

**7.7 Support for Graduate Teachers****7.7.1 Induction**

An induction program shall be implemented for all employees and shall include as a minimum:

- (a) provision of a duty statement;
- (b) identification of lines of support;
- (c) provision of materials relevant to the ethos and mission of the system/school;
- (d) provision of documents relevant to the system/school policy and procedures;
- (e) provision of clear guidance in terms of curriculum expectation and implementation;
- (f) provision of documentation and training consistent with workplace health and safety requirements specific to the duties undertaken by the employee;
- (g) provision of information relevant to union coverage and benefits; and
- (h) provision of information relevant to superannuation entitlements and options.

### 7.7.2 New Graduate Teachers

- (a) Employers recognise the challenges for newly employed graduate teachers as they begin their teaching career. They are committed to the appropriate induction and support for new graduate teachers to assist them with the continuing development of their knowledge, skills and attitudes.

- (b) The graduate teacher mentor programme shall be for a minimum period of the graduate's first twelve (12) months of teaching.

The graduate teacher may request and/or the principal may determine to extend access to quality mentoring provided through this programme beyond their first twelve (12) months of teaching, in consideration of the graduate teacher's particular professional needs or the level of proficiency attained.

- (c) Provisionally registered teachers shall have access to a clear process to assist them in meeting the requirements for full registration. Access to this process should be open to all new graduate teachers, whether employed on a full-time, part-time, fixed-term or casual basis.

- (d) In the event that a graduate teacher has met the minimum number of days to apply for full registration and has developed the required portfolio for such application, the teacher shall have direct access to their current employer, seeking specific guidance and assistance as to how the teacher's evidence for the application may be reviewed and assessed consistent with the registration authority's requirements. Such access must be provided within two weeks of the teacher's request.

- (e) The graduate teacher will provide their employer with written notification and documentary evidence of:

- (i) notification of full registration by the Queensland College of Teachers; and
- (ii) the date of provision to the reviewer of the required portfolio.

Clause 7.4 (Timely Notification of Qualifications and Experience) applies to this paragraph (paragraph 7.7.2 (e)).

- (f) The employing authority shall provide back-payment of wages to the documented date of submission of the required portfolio (7.7.2 (e) above) to be reviewed and assessed.

- (g) The following support shall be provided to graduates in the first year of employment:

- (i) an initial induction and orientation of new school workplace, in accordance with sub-clause 7.7.1 above;
- (ii) a formal induction program, including appropriate professional development support should any weaknesses become apparent or are otherwise identified by the new graduate;
- (iii) additional release time to enable the graduate teacher to undertake activities such as:

- (A) observation of exemplary teaching practice;
- (B) joint and structured planning;
- (C) mentoring meetings; and
- (D) professional development.

- (h) Additional time release during paid work time shall be provided for any designated mentor/s to provide effective mentoring. This time release will take various forms depending on school operational needs.

- (i) The employing authority/principal may also provide:

- (i) assistance by members of the school leadership:

- (A) working with graduate in class;
- (B) support and advice with access to teaching resources, program and lesson preparation, and
- (ii) assistance by other experienced teachers; and
- (iii) a collegial work group for planning and discussion of suitable pedagogies
- (j) The support offered to new graduates will normally be discussed and outlined as part of the initial school-level induction and orientation program.

#### 7.7.3 Notification of Employment Details

- (a) All employees will be provided with written advice prior to the commencement of their engagement setting out the:
  - (i) nature of their employment (i.e. full-time, part-time, term-time, casual, fixed-term etc.);
  - (ii) date of commencement of duties; and
  - (iii) job title and a short description of the duties required.
- (b) As soon as is practicable, the following additional details will be provided on the employee's pay advice:
  - (i) classification level and, where appropriate, the incremental step; and
  - (ii) rate of wages to be paid.

### 7.8 Hours of Duty

*This clause should be read in conjunction with clause 5.1 Hours of Work and Schedule 5 of this Agreement.*

#### 7.8.1 Secondary Schools

- (a) The ordinary hours of duty for teachers in secondary schools and in the secondary department of primary schools shall not exceed thirty and a half (30.5) per week of which, in the case of non-resident teachers, not more than one-third (1/3<sup>rd</sup>) shall be performed before 9 a.m. and after 5 p.m.
- (b) For All Hallows' School, the ordinary hours of duty for teachers in secondary schools and in the secondary department of primary schools shall not exceed thirty (30) per week of which, in the case of non-resident teachers, not more than one-third shall be performed before 9 a.m. and after 5 p.m.

#### 7.8.2 Primary Schools

- (a) The ordinary hours of duty for teachers in primary schools shall not exceed thirty (30) per week.
- (b) For All Hallows' School, the ordinary hours of duty for teachers in primary schools shall not exceed twenty-seven and a half (27.5) per week.
- (c) Teachers shall be on duty fifteen (15) minutes before the morning assembly and shall remain on duty until the time of dismissal of the school for the day.
- (d) Principals may assign to members of their staff duties requiring their attendance until a time not later than thirty (30) minutes after the time of dismissal of the school for the day: provided that such duties shall be allocated, when practicable, on a roster basis.

**7.8.3 Planning, Preparation and Correction Time – Primary**

- (a) The allocation of planning, preparation and correction time shall be negotiated at the school level in advance of the commencement of each term and committed to writing, provided that the minimum block of planning, preparation and correction time shall not be less than thirty (30) minutes.
- (b) The primary and main function of such designated planning, preparation and correction time shall be to undertake necessary planning, preparation and correction to effectively carry out the role as a teacher.

**7.8.4 Preparation and Correction Time – Secondary**

It is recommended that the preparation and correction time in secondary schools be provided in minimum thirty (30) minute blocks of useable time.

7.8.5 Notwithstanding the above, the provisions of Schedule 5 (Hours of Duty – Teachers) of this Agreement shall apply.

**7.8.6 Resident Teachers**

- (a) Notwithstanding the provisions of clauses 7.8.1 and 7.8.2, a resident teacher who is engaged as a full-time teacher in the same school to which the boarding establishment is attached may be required to spend no more than ten (10) hours per week in resident duties as herein defined. These hours of duty shall be in exchange for the resident teacher's board and residence.
- (b) By mutual agreement between the employee and the school authority the hours of resident duty of resident teachers may be averaged over one term.

**7.9 Itinerant Specialist Teachers – Primary**

7.9.1 Itinerant specialist teachers employed by an employing authority will be engaged under the provisions of this Agreement including the provisions regarding paid and unpaid breaks of clause S5.9 of Schedule 5 (Hours of Duty – Teachers).

7.9.2 In the allocation of duties under this Agreement, the employer agrees to take into account the itinerant nature of the role. The parties are committed to the fair and reasonable application of the Agreement.

7.9.3 Travel time is included in paid time. When travelling from the base school to the circuit school and vice versa, travel time is taken to include the time reasonably required to transport lesson resource material to and from the car and the classroom and to set up and pack up these materials.

7.9.4 Travel time is recognised as that time a teacher spends travelling between the various schools in their circuit and is not inclusive of travel between their residence and their base school.

7.9.5 Where a teacher travels directly from home to a circuit school other than their base school to commence their duties, the travel time, which is included in paid time, is recognised as that time which would have been taken to travel from the base school to the circuit school.

7.9.6 Where an employee is required to use their car, kilometric allowance shall be payable. The rates payable shall be in accordance with the employing authority's administrative guidelines.

7.9.7 Any grievance arising from the above provisions is to be addressed through the procedures contained in clause 2.4 of this Agreement.

**7.10 Class Sizes**

7.10.1 It is recognised that class size has implications for the work of teachers and as such pertains to the employment relationship.

The parties acknowledge that the achievement of educational outcomes for students is influenced by a wide range of factors including student ability, educational programs, pedagogy, resources, time on task, the quality of classroom interactions and relationships and parental attitudes and support. Over the life of the Agreement the employing authority will continue to implement strategies that support teachers with the provision of quality educational programs and sound teaching practices so as to provide students with opportunities to achieve optimal educational outcomes.

With this in mind, employers will continue to consider class staffing and resourcing levels when allocating classes to teachers. They will achieve class sizes that are within targets and balanced with overall school resourcing and budgetary constraints. The school enrolment patterns and demographic trends will also inform decisions about class sizes and resource allocation.

The employing authority will continue to:

- (a) give consideration to individual staff preferences, expertise and experience in their allocation of classes;
- (b) give consideration to the staffing and resource needs for classes that have a high proportion of students who have definite challenges to their learning because of:
  - (i) socio-economic background
  - (ii) learning capabilities
  - (iii) linguistic background
  - (iv) cultural background;
- (c) consider class size data when making allocations of teachers to classes;
- (d) consider and, as appropriate, address duty of care and Workplace Health and Safety matters; and
- (e) consider the particular circumstances, staffing and resource requirements where multi age, composite and practical classes operate so that appropriate support is provided.

#### 7.10.2 Targets for Class Sizes

The following targets for class sizes will inform a principal's decision about class sizes and resource allocation. They will assist with maintaining a focus on class size and resourcing as important elements to be considered in relation to student learning, teacher workload and the financial management of schools.

- (a) Years P – 3, 11 and 12 25-28 students
- (b) Year 4 – 10 28-30 students

- 7.10.3 In emergent circumstances, where there is the possibility of class sizes in excess of these targets, the class arrangements shall be the subject of a timely and consultative process with staff affected in accordance with the consultative principles contained in this Agreement to establish appropriate measures to ameliorate any identified negative impact on student learning and/or teacher workload.

- 7.10.4 The final decision about class sizes and the allocation of classes to teachers is the responsibility of the employing authority/principal.

### 7.11 Vocational Education

- 7.11.1 Vocational education and training is an integral and expanding curriculum provision in Queensland Catholic schools. In circumstances where a principal determines that the Middle Leadership structure at his/her school will include vocational education and training, the designated teachers responsible for its coordination and/or leadership, and who accept a middle leader position, shall be appointed to a Program Leader position, as defined in Schedule 4 (Positions of Leadership in Religious Institute Schools) of this Agreement.

- 7.11.2 Where an employee incurs expenses whilst undertaking their professional duties such expenses will be reimbursed to the employee upon presentation of a receipt, invoice or telephone log. Such expenses may include such items as home telephone use, vehicle expenses, resource provision and training.
- 7.11.3 Where teachers are required to undertake industry placement to gain or maintain accreditation to deliver vocational competencies, such placement will occur where possible during normal hours of duty. Where the professional development can be scheduled only outside of school time, the principal shall negotiate with the teacher prior to undertaking the relevant industry placement, arrangements which may include additional release time, timetable adjustments, time-in-lieu provision, adjustments to supervisions and release from other duties.
- 7.11.4 Costs associated with the industry placement will be met by the school.

## **7.12 Teaching Resources**

The employer shall provide access to such textbooks, computer hardware and/or software as the principal considers necessary for curriculum delivery, support or management. All such equipment shall remain the property of the school.

## **7.13 Co-curricular Activities**

- 7.13.1 This provision applies to all Religious Institute Girls' Schools.
- (a) A wide variety of co-curricular activities contributes to the mission and ethos of the school and may enhance the holistic development of the student. Therefore, an organised co-curricular program is provided.
  - (b) Teachers contribute to the ethos and mission of the school by accepting the performance of co-curricular activities which are an integral part of the total school curriculum. The employing authority seeks to formalise more equitable practices in relation to co-curricular activities. It is the employing authority's view that such practices may generally involve participation in at least two co-curricular activities during each year.
  - (c) Co-curricular activities shall be considered to include supervision of school sports, clubs within the school, cadet training and other like duties.
  - (d) Co-curricular activities thus defined shall continue to be performed on an honorary and voluntary basis.
  - (e) A schedule of the current recognised elements of the school's co-curricular shall be developed at each school using those mechanisms outlined in clause 2.1 hereof. The parties acknowledge that members of staff are actively involved in maintaining the schedule.
  - (f) Where variation to the schedule is contemplated, any such variation shall be by the agreement of those parties affected using those mechanisms outlined in clause 2.1 of this Agreement.
- 7.13.2 This provision applies to all Religious Institute Boys' Schools.
- (a) A wide variety of co-curricular activities contributes to the mission and ethos of the college and may enhance the holistic development of the student. Therefore, an organised co-curricular program is provided.
  - (b) Teachers contribute to the ethos and mission of the college by accepting the performance of co-curricular activities which are an integral part of the total college curriculum. It is the employing authority's view that there may generally be participation by teaching staff in at least two (2) co-curricular activities during each year.

- (c) Co-curricular activities shall be considered to include supervision of school sports, clubs within the school, cadet training and other like duties.
- (d) Co-curricular activities thus defined shall continue to be performed on an honorary and voluntary basis.

## **7.14 Planning, Preparation and Correction Time - Primary Schools**

### **7.14.1 Entitlement to Planning, Preparation and Correction Time**

- (a) Teachers in primary schools and primary departments of a secondary school shall have a minimum entitlement of two (2) hours of planning, preparation and correction time per week aggregated as necessary for periods of up to one school term.
- (b) Part-time teachers, engaged for seven (7) hours or more per week, will receive planning, preparation and correction time equivalent to time which reflects the proportion the hours the engagement bears to full-time contact hours.
- (c) Such time shall constitute 'duty' in terms of relevant industrial instruments.
- (d) In circumstances where a teacher's minimum entitlement of planning, preparation and correction time is not provided due to planned school activities, timely consultation will occur at the school level to ensure the provision of the minimum entitlement.
- (e) At Downlands College and EREA schools, the minimum block of planning, preparation and correction shall not be less than thirty (30) minutes. The allocation of planning, preparation and correction time shall be negotiated at the College level in advance of the commencement of each term and committed to writing.

### **7.14.2 Use of Planning, Preparation and Correction Time**

- (a) The primary and main function of planning, preparation and correction time shall be to undertake necessary planning, preparation and correction to effectively carry out the role as a teacher.
- (b) Duties undertaken during planning, preparation and correction time may include:
  - (i) planning for class and group teaching instruction;
  - (ii) planning for student excursions;
  - (iii) setting and correcting assessment items;
  - (iv) evaluating and assessing student work;
  - (v) curriculum planning; and
  - (vi) compilation of assessment records.

## **7.15 Part-Time Teachers**

### **7.15.1 The following provision applies to all Religious Institute schools, except All Hallows' School.**

- (a) The hourly rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of prescribed salary for a teacher of equivalent teaching experience and academic qualification by sixty (60). Part-time teachers shall accrue a pro rata entitlement to personal leave and vacation periods based on the average weekly hours of employment.
- (b) No existing employee will have the basis of his/her employment changed unless the change is agreed to by the employee.
- (c) A part-time teacher in secondary schools and in secondary departments of primary schools shall be allowed time for corrections, assessments or evaluations at the school not less than at the rate of one (1) hour for every five (5) hours of teaching time. This time shall be paid at the appropriate part-time rate.

- (d) No part-time teacher or job share teacher shall be employed in a school or schools operated by the employing authority for more than an aggregate of twenty four (24) hours per week. Such time shall be inclusive of face to face teaching, pastoral care, sporting activities which form part of the programmed school day and other duties as described by Schedule 5 (Hours of Duty – Teachers) of this Agreement.
- (e) Part-time teachers may be required to undertake the relevant proportion of supervision duties in paid planning, preparation and correction time, as provided in clause S5.3.2 of Schedule 5 (Hours of Duty – Teachers) of this Agreement. Any hours requested and worked in excess of the proportionate amount will be paid for, at the applicable hourly rate.
- (f) Payment for the hours of duty for which a part-time teacher is engaged includes payment for the proportionate amount of other duties as provided in clause S5.3.3 of Schedule 5 (Hours of duty – Teachers) of this Agreement.
- (g) Details of the contact time, planning, preparation and correction time and other duties will be advised to the part-time teachers at the commencement of the school year.
- (h) Throughout the year and in accordance with the provision for additional hours in clause S5.10 of Schedule 5 a part-time teacher may be requested to undertake additional hours for special activities duties in accordance with the following schedule:
  - (i) teacher engaged for twenty to twenty-four (20-24) hours part-time per week – two (2) hours per term;
  - (ii) teacher engaged for fifteen to nineteen (15-19) hours part-time per week – one hour thirty minutes (1½) hours per term;
  - (iii) teacher engaged for ten to fourteen (10-14) hours part-time per week – one (1) hour per term;
  - (iv) teacher engaged for five to nine (5-9) hours part-time per week – half (½) hour per term; and
  - (v) teacher engaged for less than five (5) hours per week – nil

These hours may be required on a per term basis, or may be aggregated over a semester (a semester being either Terms One and Two, or Terms Three and Four). Such hours will be advised to the teacher at the commencement of the term or semester, as the case may be.

- (i) If a continuing part-time teacher is requested to undertake additional hours in excess of the provisions of 7.15.1 (e) and/or 7.15.1 (h) they will be paid at the employee's specified hourly rate.
- (j) The provisions of clause 7.1.2 of this Agreement shall apply to part-time teachers: Provided that a part-time teacher shall be deemed to have completed a year of service, for the purpose of this clause and this clause only when the aggregate amount of time paid in respect of work performed is 1,200 hours. Prior to 1 January 2013 the aggregate amount in respect of work performed was 1,000 hours.
- (k) Payment shall also be made at the prescribed rate to a part-time teacher whose class or classes are not available unless notice of the unavailability of such classes has been given to the part-time teacher on the preceding school day.

**7.15.2** The following provision applies to the Corporation of the Trustees of the Order the Sisters of Mercy in Queensland (All Hallows' School).

- (a) The hourly rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of prescribed salary for a teacher of equivalent teaching experience and academic qualification by sixty (60). Part-time teachers shall accrue a pro rata entitlement to personal leave and vacation periods based on the average weekly hours of employment.

- (b) No existing employee will have the basis of his/her employment changed unless the change is agreed to by the employee.
- (c) A part-time teacher shall be allowed time for corrections, assessments or evaluations at the school not less than at the rate of one (1) hour for every five (5) hours of teaching time. This time shall be paid at the appropriate part-time rate.
- (d) No part-time teacher or job share teacher shall be employed for more than an aggregate of twenty-four (24) hours per week. Such time shall be inclusive of face to face teaching, pastoral care, sporting activities which form part of the programmed school day, planning, preparation and correction and other duties which includes: movement between classes; planning, preparation and correction programmed in the school day additional to that provided for in clause 7.15.2 (c); class/playground/transport etc. supervision; staff meetings; educational activities associated with the programmed curriculum; parent/teacher consultations which form part of the school's programmed reporting to parents; attendance at school for the required time before the commencement of classes; school worship; supervision or covers periods.
- (e) Notwithstanding clause 7.15.2 (d) the maximum number of contact hours (face to face teaching) for a part-time teacher will be:
  - (i) eighteen (18) hours per week in secondary.;
  - (ii) nineteen (19) hours per week in primary; and
  - (iii) twenty-two (22) hours per week for a specialist primary teacher.
- (f) Details of the contact time, planning, preparation and correction time and other duties will be advised to the part-time teachers at the commencement of the school year.
- (g) If a continuing part-time teacher is requested to undertake additional hours in excess of the provisions of clauses 7.15.2 (e) and/or 7.15.2 (f) they will be paid for such additional hours at the employee's specified hourly rate.
- (h) The provisions of clause 4.1.3 (Salary Increments) of this Agreement shall apply to part-time teachers. Provided that a part-time teacher shall be deemed to have completed a year of service, for the purpose of this clause and this clause only when the aggregate amount of time paid in respect of work performed is 1,200 hours. Prior to 1 January 2013 the aggregate amount in respect to work performed was 1,000 hours.
- (i) Payment shall also be made at the prescribed rate to a part-time teacher whose class or classes are not available unless notice of the unavailability of such classes has been given to the part-time teacher on the preceding school day.

## **7.16 Safe Work Practices**

- 7.16.1 Employing authorities acknowledge that health and safety issues, especially in relation to duty of care are important. As schools provide various activities and instruction for students, situations requiring risk assessments may arise.
- 7.16.2 Employing authorities are committed to their administrative guidelines relating to risk management for hazardous situations. The guidelines will include clear advice on the need for detailed risk assessment prior to undertaking instructional activities outside of the school. A risk assessment will be informed by reference to resources such as Education Queensland's Risk Management Assessment of Excursion Venue and/or Activities and similar manuals from other educational authorities, sporting and outdoor education bodies and current legal and insurance advice. Decisions about the ratio of supervisors to students shall be made at the school level.
- 7.16.3 Employing authorities will endeavour to ensure that their employees are familiar with and adhere to these procedures when planning out-of-class activities, where student safety may be of special concern.

- 7.16.4 Where an employee forms the view that the supervision level determined by the employing authority is insufficient to meet duty of care considerations then the employee may notify a dispute under clause 2.4 of this Agreement and the provisions of clause 2.4 will apply.
- 7.16.5 Employing authorities reaffirm their commitment to workplace health and safety and the need to provide appropriate supervision. This is best attended to within the context of each situation and the activity to be undertaken.
- 7.16.6 A supervisor shall be either a teacher suitably qualified for the activity or where not required by the provisions of the *Education (Queensland College of Teachers) Act 2005* an adult person who is suitably qualified and has the direct authority of the employing authority to undertake the activity and associated supervision.

## **7.17 Remote Area Provisions (ITAS and IPRASS)**

### **7.17.1 Principles of Remote Area Incentives and Allowances**

- (a) The provision of comparable incentives to teachers in remote and isolated areas will result in the enhanced ability of the employing authorities to attract and retain quality teachers to deliver Catholic education to students in these areas.
- (b) Remote area incentives are provided to recognise the increased costs of living in rural and remote areas and to support a continuity of culture within school communities.
- (c) Matters included within this provision and schedules are:
  - (i) Isolated Teachers' Assistance Scheme (ITAS) financial payment;
  - (ii) Incentive Payments Remote Area Staff Scheme (IPRASS) financial payment;
  - (iii) emergent leave days;
  - (iv) travel leave days;
  - (v) reimbursement for reasonable relocation expenses;
  - (vi) accommodation;
  - (vii) professional development;
  - (viii) use of employee's private vehicle; and
  - (ix) secondary teacher relocation support.
- (d) Schedules 17 and 18 detail benefits for teachers working in specific geographical locations.
- (e) These incentives are additional to all other entitlements contained within this Agreement.

### **7.17.2 Financial Incentive Payments (ITAS and IPRASS)**

- (a) This Agreement contains revised and enhanced ITAS (Schedule 17) and IPRASS (Schedule 18) provisions.
- (b) Payments identified in Schedule 17 (Table 1) of the Isolated Teachers' Assistance Scheme will be reviewed each year and adjusted in accordance with the Queensland government Locality Allowance.
- (c) In accordance with the Incentive Payments – Remote Area Staff Scheme (IPRASS) (Schedule 18), the incentive payment scheme will be reviewed every three years in line with any amendments to Education Queensland's RAIS scheme. Additionally if in this time there is a change to RAIS, IPRASS will be reviewed.
- (d) It is acknowledged that divisional allowances have been included within the teachers' wages table of this Agreement. This is separate to and different from either ITAS or IPRASS allowances.

**7.18 Teacher Classification Joint Working Party****7.18.1 A Joint Working party will be established to:**

- (a) Review and negotiate (where necessary) on the current teacher classification structure and operational provisions with reference to the AITSL Australian Professional Standards for Teachers; and
- (b) Negotiate structures and operational provisions for Highly Accomplished Teacher (HAT) and Lead Teacher (LT) with reference to the AITSL Australian Professional Standards for Teachers.

**7.18.2 The Joint Working Party shall be comprised of:**

- (a) Not more than fourteen (14) representatives (including industrial advisors).
- (b) Equal number of representatives of both the employing authorities and employees.
- (c) Employee representatives shall be determined by the IEUA.
- (d) Employer representatives shall be determined by the employing authorities.
- (e) In addition to the representatives identified in (a), members of the Fair Work Commission (Commission) as part of the New Approaches program will be *ex officio* members of the Working Party.
- (f) The membership of the Joint Working Party (JWP) will be confirmed by 29 July 2016.
- (g) The Joint Working Party shall hold its initial meeting no later than 16 September 2016.

**7.18.3 Role of the Fair Work Commission**

- (a) The parties agree that the Commission will oversee the establishment and timely functioning of this Joint Working Party; and
- (b) It is further agreed that the Commission may provide assistance to the Working Party in its review and negotiations. Either party may seek the assistance/intervention of the Commission as part of the New Approaches program at any time during the life of this Joint Working Party.

**7.18.4 Terms of Reference**

The following will form the basis of the terms of reference:

- (a) nature of roles and duties;
- (b) remuneration levels;
- (c) eligibility/access;
- (d) appointments and review;
- (e) appraisal;
- (f) progression – including annual/accelerated/soft/hard barriers;
- (g) length of the classification scale;
- (h) the impact on existing structures and contractual arrangements of structures and operational provisions under consideration including Middle Leadership and Senior Leadership;

- (i) transitional implementation arrangements;
- (j) structures specifically related to HAT and LT;
- (k) integration of HAT and LT in classification structure;
- (l) portability;
- (m) appointment period;
- (n) renewals;
- (o) accreditation;
- (p) application dates for HAT and LT; and
- (q) suspension/revocation.

7.18.5 Consultation with employees and employers will occur during the process.

7.18.6 The Joint Working Party will report on progress of review and negotiations to the Commission, Employing Authorities and IEUA by 26 May 2017.

7.18.7 The Joint Working Party shall finalise its review and negotiations no later than 5 September 2017.

7.18.8 Implementation of the agreed structures and operational procedures shall be no later than 29 June 2018.

7.18.9 Support for the Joint Working Party:

The Joint Working Party shall have the authority to seek and obtain external assistance or other expert advice. The nature and extent of that assistance and/or advice will be agreed by the JWP.

7.18.10 Communication

Periodic joint communiques will be developed for distribution to employers and employees regarding the progress of the Joint Working Party.

7.18.11 Further Review

The parties shall convene no later than 30 June 2020 to review the classification structure and operational provisions as negotiated and implemented.

## **7.19 Highly Accomplished Teacher (HAT)**

7.19.1 Definition

Highly Accomplished Teacher is a Teacher who holds certification as a Highly Accomplished Teacher (HAT).

7.19.2 Certification and Renewal of Certification

- (a) Certification and renewal will be consistent with the Australian Professional Standards for Teachers (APST) and AITSL guidelines, and will be in accordance with the requirements and operational procedures of the certifying authority.
- (b) Appeals related to certification and renewal will be in accordance with the requirements and operational procedures of the certifying authority.

**7.19.3 Remuneration Level**

- (a) A HAT who has more than the equivalent of five (5) years' (i.e. 6000 hours) teaching experience will be classified and paid at the HAT level of the Teacher salary scale.
- (b) Years of teaching experience shall be deemed to include all teaching service which is recognised for the purpose of classifying a teacher covered by this Agreement.

**7.19.4 Roles and Duties**

Roles and duties undertaken by a teacher classified as HAT will be identified and confirmed by consultation between the teacher and the employing authority. Such roles and duties will fall within the descriptors established for HAT in the APST.

**7.19.5 Positions of Leadership**

- (a) Teachers who hold positions of middle or senior leadership shall be eligible to apply for HAT in accordance with the requirements of sub-clause 7.19.1 (above).
- (b) Where a teacher holds the HAT classification and a position of middle or senior leadership, the total remuneration paid will be the greater of the two applicable salaries.

**7.19.6 Currency**

- (a) Teachers must maintain the currency of their certification as HAT for their classification and payment to be continued. Where renewal is not confirmed, or if the certification is otherwise revoked by the certifying authority, teachers will be paid on the Proficient scale in accordance with their teaching service as provided for in the Agreement.
- (b) Teachers are responsible for providing original or certified copies of their documentation to their employer for verification and action. Clause 7.4 (Timely Notification of Qualifications and Experience) applies to this process.

**7.19.7 Portability**

- (a) Teachers who have been certified as HAT by the Queensland College of Teachers (QCT) or another certifying body whose processes comply with those of the Australian Institute of Teaching and School Leadership (AITSL), and who meet the teaching service requirement in sub-clause 7.19.3 (above), will be classified as HAT by Catholic school authorities in Queensland.
- (b) Teachers new to Queensland Catholic education who are certified as HAT, and who meet the teaching service requirement in sub-clause 7.19.3 (above), will be classified as a HAT for the duration of their remaining HAT certification period.

**7.19.8 Quota**

No quotas are applicable to this classification.

**7.20 Lead Teacher (LT)****7.20.1 Definition**

Lead Teacher is a Teacher who holds certification as a Lead Teacher (LT).

**7.20.2 Certification and Renewal of Certification**

- (a) Certification and renewal will be consistent with the Australian Professional Standards for Teachers (APST) and AITSL guidelines, and will be in accordance with the requirements and operational procedures of the certifying authority.

- (b) Appeals related to certification and renewal will be in accordance with the requirements and operational procedures of the certifying authority.

#### 7.20.3 Remuneration Level

- (a) A LT who has more than the equivalent of five (5) years' (i.e. 6000 hours) teaching experience, will be classified and paid at the LT level of the Teacher salary scale.
- (b) Years of teaching experience shall be deemed to include all teaching service which is recognised for the purpose of classifying a teacher covered by this Agreement.

#### 7.20.4 Roles and Duties

Roles and duties undertaken by a teacher classified as LT will be identified and confirmed by consultation between the teacher and the employing authority. Such roles and duties will fall within the descriptors established for LT in the APST.

#### 7.20.5 Positions of Leadership

- (a) Teachers who hold positions of middle or senior leadership shall be eligible to apply for LT in accordance with the requirements of sub-clause 7.20.1 (above).
- (b) Where a teacher holds the LT classification and a position of middle or senior leadership, the total remuneration paid will be the greater of the two applicable salaries.

#### 7.20.6 Currency

- (a) Teachers must maintain the currency of their certification as LT for their classification and payment to be continued. Where renewal is not confirmed, or if the certification is otherwise revoked by the certifying authority, teachers will be paid on the Proficient scale in accordance with their teaching service as provided for in the Agreement.
- (b) Teachers are responsible for providing original or certified copies of their documentation to their employer for verification and action. Clause 7.4 (Timely Notification of Qualifications and Experience) applies to this process.

#### 7.20.7 Portability

- (a) Teachers who have been certified as LT by the Queensland College of Teachers (QCT) or another certifying body whose processes comply with those of the Australian Institute of Teaching and Leadership (AITSL), and who meet the teaching service requirement in sub-clause 7.20.3 (above), will be classified as LT by Catholic school authorities in Queensland.
- (b) Teachers new to Queensland Catholic education who are certified as LT, and who meet the teaching service requirement in sub-clause 7.20.3 (above), will be classified as a LT for the duration of their remaining LT certification period.

#### 7.20.8 Quota

No quotas are applicable to this classification.

### PART 8 CONDITIONS APPLYING TO SCHOOL OFFICERS AND SERVICES STAFF

#### 8.1 Induction

8.1.1 An induction program shall be implemented for all employees and shall include as a minimum:

- (a) provision of a duty statement;
- (b) identification of lines of support;

- (c) provision of materials relevant to the ethos and mission of the system/school;
- (d) provision of documents relevant to the system / school policy and procedures;
- (e) provision of documentation and training consistent with workplace health and safety requirements specific to the duties undertaken by the employee;
- (f) provision of information relevant to union coverage and benefits; and
- (g) provision of information relevant to superannuation entitlements and options.

## **8.2 Classification of School Officers**

8.2.1 An employer shall determine the classification of a position through the following process.

- (a) an analysis is to be undertaken to establish the skills and responsibilities required for each identified position and a position description written for each position;
- (b) each position is classified by reference to the classification criteria set out in clause 8.2.4 using the position description developed in accordance with clause 8.2.1 (a); and
- (c) employees are appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on years of service.

8.2.2 If at any time an employee or an employer considers that the skills and responsibilities as required by the employer for a position have altered or do not reflect the classification determined, a review of the classification applicable to the position is to be undertaken in accordance with clause 8.2.1 and an appropriate classification determined. However, except in exceptional circumstances such as a change in the skill and/or responsibility required, or a change in the conditions under which the work is performed, no employee shall be permitted to seek a reclassification of their position on more than one occasion in a twelve (12) month period. The employer's determination will be conveyed to the employee within sixty (60) calendar days of the employee submitting the request for reclassification. In circumstances where an application to review the classification applicable to a position is received by the employer in December, the employer's determination will not be required to be conveyed to the employee before the last day of February of the following year.

8.2.3 Where a disagreement arises as to the outcome of a classification review, it will be dealt with under the grievance procedure contained in clause 2.4 of this Agreement. At any meeting specified in clause 2.4 the person who made the decision about the classification review shall, wherever possible participate.

8.2.4 Classification Criteria

- (a) Classification criteria are guidelines to determine the appropriate classification level and consist of characteristics and typical duties and skills.
- (b) The characteristics are the principal guide to classification as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The characteristics of a level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated characteristics should not be used to justify the classification of a position.
- (c) The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They reflect the competencies of a particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill or many of them depending on the particular work allocated to them. Typical duties/skills should not be used as the primary determinant in classifying employees but may be useful if the characteristics of a level cannot be easily applied in an individual instance.

8.2.5 Some of the Characteristics have been included in the Typical Skills/Duties at each level. Where there is inconsistency between the Characteristics and the Typical Skills/Duties, the Characteristics will prevail over the Typical Skills/Duties.

- (a) The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics, read as a whole, of the position.
- (b) It should be noted that some typical duties/skills appear at one level only while others appear at more than one level. Because of this, the classification or reclassification of a position needs to be done by reference to the specific characteristics of the level. As an example, because an employee may be utilising a skill comprehended at a higher level than that to which the employee has been appointed, the employee assumes the level of initiative, accountability/responsibility, skill and competency envisaged by the characteristics of the higher level.

8.2.6 Positions of all school officers will be classified according to Schedule 8.

### **8.3 Incremental Advancement**

8.3.1 Each level of the structure has varying pay steps which provide for yearly service increments within a level. Such increments are payable subject to satisfactory performance but will not be unreasonably withheld by the employer without due process.

8.3.2 For the purposes of establishing the entitlement of an employee to a yearly pay increment a year's service shall constitute 1,976 hours of duty.

8.3.3 Progression from one level to a higher level is either by appointment to such higher level as a result of vacancy at that level or the employer requiring an employee to perform at a higher level in accordance with the classification criteria set out in clause 8.2.4.

8.3.4 An employee may be appointed to a higher level without having progressed through all pay steps within a lower level.

#### **8.4 Recognition of Service – School Officers**

*This clause is to be used to determine the incremental step in the classification level in accordance with clauses 8.2 and 8.3.*

- 8.4.1 Recognition of years of service for incremental purposes will include all previous service as a school officer within non-governmental schools at or above the classification level of the position to which the employee is appointed.
- 8.4.2 An employee may make application for recognition of previous service other than as a school officer in a non-governmental school. The recognition of this other service will be based upon demonstrated relevance to the work of the position to which the employee has been appointed.
- 8.4.3 The provision of documentary evidence of previous employment as a school officer will be the responsibility of the employee.
- 8.4.4 Only service in the ten (10) years prior to the date of application will be considered for recognition.
- 8.4.5 Timely Notification of Previous Relevant Service

- (a) Employees will provide their employer with timely written advice along with supporting documentary evidence of relevant employment service which would be relevant to determining the employee's rate of pay.
- (b) If an employee does provide supporting documentary evidence regarding previous relevant service within six (6) months of commencement of service with the employer, payment for the adjustment will be effective from the date of commencement with the employer.
- (c) If an employee does not provide supporting documentary evidence regarding relevant service within six (6) months of commencement then any payment relating to that service will be applied from the date of receipt of notification from the employee.
- (d) Supporting documentary evidence of previous relevant service should include statements of service. A Statement of Service from each previous employer(s) should be provided. A Statement of Service is normally the appropriate proof of prior service and satisfies the criteria at clause 8.4.6 below.
- (e) A statutory declaration may be submitted in lieu of a Statement of Service in instances where an individual is unable to obtain the necessary documentation from a previous employer. For instance, a school and its records may no longer exist or exist in an area of civil disturbance or natural disaster. A statutory declaration may be submitted only after the employer is satisfied that the employee has exhausted all reasonable avenues to obtain a Statement of Service. Where a statutory declaration is accepted it should satisfy the criteria at clause 8.4.6 below. The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.

#### **8.4.6 Statement of Service**

The Statement of Service should:

- (a) be an original or certified copy of an original document;
- (b) be provided on the official letterhead of the authority responsible for the school or institution and it must be signed and dated by the employer or an authorised person;
- (c) specify the position held;
- (d) specify the period of employment;

- (e) specify the exact nature of the employment e.g. full-time, part-time, casual, etc., and provide a detailed description of the relevant duties performed;
- (f) detail whether the employment was part-time – and if so the number of hours worked per week or their full-time equivalent, or the total number of hours paid for the total period of employment;
- (g) detail whether the employment was casual – and if so the total number of hours paid for the total period of employment;
- (h) indicate any periods of unpaid leave that were taken; and
- (i) specify whether any leave without pay was taken and the period when this leave without pay occurred. If no periods of leave without pay were taken, the statement must show that '*no leave without pay was taken*'.

#### 8.4.7 Duty to Notify

All new employees will be given at the time of appointment a document detailing the requirements with regards to timely notification of gaining qualifications and timely notification of previous relevant service.

### 8.5 Hours of Work – School Officers

- 8.5.1 Subject to the provisions of this clause the ordinary hours of work for a school officer shall not exceed thirty-eight (38) hours per week.
- 8.5.2 Such ordinary hours of work shall be worked continuously (except for meal breaks) between 7.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive.
- 8.5.3 The normal starting and finishing times of ordinary hours shall be established at the point of engagement. The normal starting and finishing times can only be varied:
  - (a) by the employer giving two (2) weeks' notice of the change; or
  - (b) where the employee agrees to the change.
- 8.5.4 Notwithstanding clause 8.5.3 (a) above, an employee's roster cannot be changed where it would result in the employee becoming ineligible for payment on a public holiday, in circumstances where the employee would otherwise have been rostered to work on that day, other than at the election of the employee.

### 8.6 Payment or Banking of Ordinary Hours for School Officers

- 8.6.1 Where an employer authorises additional hours to be worked by an employee (and the employee agrees to work those additional hours) beyond the employee's normal starting and finishing times, but within ordinary hours of work, prescribed in clauses 8.5.1 and 8.5.2, these hours will be either:
  - (a) paid for at ordinary rates; or
  - (b) banked where this is agreed with the employer.

*For example, the ordinary hours of work for school officers shall be worked between 7 am and 6 pm, Monday to Friday (see clause 8.5.2). Where a part-time school officer is rostered to work from 10 am – 2 pm each day, and on one (1) day agrees to work an extra hour between 9 am – 10 am, that hour shall be paid at the normal hourly rate – not at the overtime rate.*

- 8.6.2 Where an employee banks hours in accordance with clause 8.6.1 (b), those banked hours must be availed of during school vacation periods except where the employing authority, at the request of the employee, approves that the accrued hours be taken at alternative times. The banked hours shall be paid at the ordinary time rate.

- 8.6.3 All employees shall have a zero balance of banked hours at the beginning of each twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked hours not taken prior to the completion of each twelve-month cycle will be paid at the employee's ordinary time rate.

In the example provided above at clause 8.6.1, if the school officer requested and the employer agreed for the extra hour worked outside the normal roster to be 'banked', the school officer would receive an extra hour of pay in the school holiday period of their choice within that same calendar year.

- 8.6.4 On resignation, employees must avail themselves of any banked hours prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of banked hours, these banked hours shall be paid to the employee at the employee's ordinary time rate no later than the date of the next full pay period after termination.

## **8.7 Payment or Banking of Overtime Hours for School Officers**

- 8.7.1 Except as provided in clause 8.7.2 all time worked outside of or in excess of the hours prescribed in clauses 8.5.1 and 8.5.2 shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter.

*For example, all hours worked on any one (1) day by school officers outside 7 am to 6 pm, Monday to Friday (see ordinary hours of work described at clause 8.6) shall be paid at the overtime rate – that is, the normal hourly rate of pay plus a half for the first three (3) hours overtime, or twice the normal hourly rate of pay for overtime worked of more than three (3) hours (see clause 8.7.2 c below).*

- (a) Also, all hours worked by school officers more than thirty-eight (38) hours per week (see clause 8.5) shall be paid at the overtime rate.
- (b) However, a school officer who has worked extra hours at the employer's request may instead choose to 'bank' time, for later payment during a school holiday period in the same calendar year. School officers who choose to 'bank' overtime should be aware that one hour worked shall be given as one hour of banked payment in a school holiday period – 'banked' overtime for an extra hour worked is not given as an extra one and a half hours of payment in a school holiday period. The clause below details how this option would work.

- 8.7.2 Notwithstanding the provisions of clause 8.7.1 an employee who has undertaken authorised overtime may bank time which will be paid as time off in lieu in accordance with the following:

- (a) only the first three (3) hours of overtime on any one day may be banked overtime;
- (b) banked overtime taken as time off in lieu will be taken and paid for on the basis of time for time;
- (c) overtime on any one day, in excess of three (3) hours, will be paid at the rate of double time;

*For example, where a full-time school officer (working thirty-eight (38) hours per week) works four (4) hours overtime on one day, they can either choose to have that time paid at the rate of one and a half (1.5) hours for the first three (3) hours of overtime and double time for the fourth (4<sup>th</sup>) hour OR bank the first three (3) hours to be paid at normal time during a school vacation period in that calendar year and take the fourth (4<sup>th</sup>) hour as overtime paid at the rate of double time.*

- (d) banked overtime must be availed of during a vacation period except where the employing authority, at the request of the employee, approves that the banked overtime hours be taken at alternative times;

- (e) all employees shall have a zero (0) balance of banked overtime at the beginning of each twelve-month cycle. A twelve (12) month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked overtime not taken prior to the completion of each twelve (12) month cycle will be paid to the employee at the rate of time and one half; and
- (f) on resignation, employees must avail themselves of any banked overtime prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of banked overtime, this banked overtime shall be paid to the employee at the rate of time and a half no later than the date of the next full pay period after termination.

## **8.8 Range of Duties of Support Staff**

- 8.8.1 In addition to curriculum support and the “*typical duties*” identified in the school officers classification matrix (Schedule 8), the appropriateness or otherwise of allocating additional duties to support staff, that would typically be those carried out by teachers, may be considered by the principal at each school. Such duties may be in the areas of yard duty, attendance records, collation of reports and supervision of students (including bus duty and exam supervision).
- 8.8.2 Where a principal determines the need to allocate such types of duty to support staff, the following conditions apply:
  - (a) the school will establish protocols to cover legal and operational elements of supervision of students where a duty of care is exercised. Such protocols shall ensure that the determination to use support staff in such supervision is minuted, training is provided, a clear delegated line of authority to the principal is established and that supervision shall be only within the person’s training;
  - (b) no fundamental change in the nature of an employee’s duties shall occur under this clause without reasonable consultation, notice and training;
  - (c) where an employee perceives they cannot perform the functions requested by the employer in accordance with a change in duties under this clause, the employee should raise their concerns with the employer for identification of support needs including professional development, supervision and/or alternative allocated duties consistent with their skills and experience; and
  - (d) in the event of a change in duties, no employee will be required to perform more work than is reasonable within their normal hours of work.

## **8.9 Multiple Contracts of Employment**

- 8.9.1 Application of multiple contracts of employment
  - (a) This clause (clause 8.9) applies only to school officers and services staff.
  - (b) An employee may only be employed on multiple contracts of employment in accordance with the provisions of this clause (clause 8.9).
- 8.9.2 Part-time and casual employees may be engaged on separate contracts of employment where any subsequent contract(s) is for a separate and distinct category of work.
- 8.9.3 For the purposes of clause 8.9.2, the separate and distinct categories of work are:
  - (a) employee assisting student learning;
  - (b) laboratory employee;
  - (c) administration employee;

- (d) computer/ICT employee;
- (e) library employee;
- (f) boarding house (including domestic) employees;
- (g) building (including maintenance) employees;
- (h) children's services (childcare and before and after school care) employees;
- (i) employees driving motor vehicles;
- (j) greenkeeping and preparation and/or maintenance of playing greens employees;
- (k) Miscellaneous (including cleaning, caretaking and security) employees; and
- (l) Retail (including tuckshop, bookshop and uniform shop) employees.

8.9.4 Categories (a) to (e) will be as defined by the tables identifying Typical Duties/Skills in Schedule 8 of this Agreement which covers school officers. Categories (f) to (l) will be defined by reference to the Queensland State Awards which would have covered such work prior to the implementation of the Modern Award.

8.9.5 Where an employee subject to this clause is employed for a total number of hours which are in excess of the maximum hours permitted by this Agreement, overtime payment shall apply.

8.9.6 An employee may only be employed on separate and distinct contracts on a voluntary basis.

8.9.7 Where an employee is employed on separate and distinct contracts of employment, that employee will be paid for the subject work at the applicable rate prescribed by this Agreement for that work.

8.9.8 An employee may only be employed on separate and distinct contracts where the effects of entering into such an arrangement have been explained by the employer.

8.9.9 The employment of an employee on separate and distinct contracts must be recorded in writing and signed by the employee.

#### **8.10 School Officer Relief Provision**

The employing authority agrees that when a school officer, who is undertaking duties with essential student supervision responsibilities that cannot be reallocated, is absent from work due to the accessing of leave, they will be replaced, where a suitable replacement is available, by another employee for the duration of their absence. This clause will not apply where the absence is less than five (5) hours.

### **PART 9 CONDITIONS APPLYING TO COUNSELLORS**

#### **9.1 Common Employment Arrangements Applicable to Counsellors**

The following provisions shall apply to all categories of guidance counsellor and counsellor as contained in clauses 9.2, 9.3 and 9.4.

##### **9.1.1 Professional Development**

- (a) The specific nature of an employee's skills requires professional development and training on an ongoing basis. It is the joint responsibility of both the employing authority and the employee to have due regard to this requirement.
- (b) The employing authority will ensure access to reasonable, pre-approved professional development - provided by the employer as well as external opportunities relevant to the needs of the counsellor role within individual schools and the priorities of each school.

- (c) The employing authority will provide time to complete professional practice requirements of the counsellor role i.e. follow up phone calls, scoring assessments, writing reports and case notes, maintaining files, participating in mandatory supervision and professional development, and involvement in system processes.
- (d) The employing authority will provide counsellor supervision and monitor required participation.

#### 9.1.2 School Vacation Periods and Term Time Employment

- (a) Subject to clauses 9.3.9 and 9.4.9, counsellors are not required to attend for work during school vacation periods.
- (b) No counsellor shall be employed on a term time basis.

#### 9.1.3 Savings Clause

Existing employees shall not have their current conditions, contract of employment or salary reduced by the coming into effect of clause 9.1, 9.2, 9.3 or 9.4.

#### 9.1.4 Teaching Allocations

No counsellor shall be allocated a classroom teaching load or be required to undertake classroom student supervision.

#### 9.1.5 Review of counsellor duties and working arrangements

Consistent with the consultative arrangements contained in this agreement, employing authorities will consult with counsellors at the local level regarding the practical workplace supports and resources necessary to address particular issues such as case loads, counselling models, referral pathways and other initiatives to mitigate the impact on counsellors.

### 9.2 Guidance Counsellors (Teacher)

#### 9.2.1 Coverage

This provision shall apply to guidance counsellors (teacher) employed in schools under the control of the employing authority but shall not apply to such person who are in Holy Orders or who are members of a recognised Religious Order.

#### 9.2.2 Contract of Employment

- (a) Each person appointed to a position of guidance counsellor (teacher) shall be remunerated in accordance with Schedule 1D of this Agreement.
- (b) The employer shall consider the needs of the school and whether it is possible/desirable to appoint a guidance counsellor (teacher) on a full-time continuing basis.
- (c) A periodic review/appraisal process shall be determined by the employing authority. That process shall be in accordance with the principles set out in Schedule 7 of this Agreement.

#### 9.2.3 Recognition of Prior Service

All previous relevant experience as a school counsellor or guidance counsellor, either in the Catholic education system in Queensland or as a school counsellor or guidance counsellor with any other school authority in Queensland or other states and territories within Australia, shall be recognised by the employing authority in placing an employee on the appropriate salary step.

#### 9.2.4 Termination of Employment

- (a) Should the position of guidance counsellor (teacher) cease to exist within the school or system, the teacher occupying the position shall be guaranteed a teaching position by the employing authority and such salary and conditions contained in the Agreement, should this be mutually agreeable.
- (b) However, clause 9.2.4 (a) shall not apply to any employee dismissed for incompetence, misconduct, or neglect of duty, who may be summarily dismissed without notice.
- (c) Where the employee opts not to exercise the provisions of clause 9.2.4 (a), the provisions of the redundancy clause in this Agreement shall apply.

9.2.5 All conditions of employment, other than those stated in this clause shall be in accordance with those applying to teachers except clause 1.3.1 of this Agreement.

9.2.6 The parties agree that those employees currently employed as school counsellors (teacher) and who occupy a position consistent with the definition provided at clause 9.2.7 and the roles detailed at clause 9.2.8 shall be afforded the title of guidance counsellor (teacher) and shall be remunerated in accordance with Schedule 1 of this Agreement.

#### 9.2.7 Definitions

The guidance counsellor (teacher) is a person appointed as such at the discretion of the employing authority. A guidance counsellor (teacher) will be a person who is:

- (a) a registered teacher with appropriate experience and demonstrated competency; and
- (b) holds an appropriated degree with major studies in psychology from a recognised tertiary institution and completion of an approved post graduate counsellor training program of at least one year's duration comprising academic course work, supervised practicum and a professional practices component with appropriate experience and demonstrated competency or other relevant qualifications which are acceptable to the employer.

#### 9.2.8 Role

- (a) The role of a guidance counsellor (teacher) is to collaboratively design and/or implement a guidance counselling program which proactively fosters the development and mental health of students in the context of the Catholic school. The guidance counsellor (teacher) may be required to utilise their professional skills in areas including counselling, consultation, programming and psycho-educational assessment to address the relevant educational, personal, vocational and social needs of students within the school setting. In the wider context consultation is required with specialist and other personnel as well as various agencies in achieving service delivery.
- (b) The guidance counsellor (teacher) operates as an integral part of the school's educational team and provides services which are negotiated with and authorised by the school principal in support of both the Mission of the school and the goals of the school's development plan.
- (c) The guidance counsellor (teacher) designation shall not include those persons specifically employed as counsellors (without teacher qualification) whose role includes provision of careers advice, social work, school home liaison, work experience or other coordinating roles.

#### 9.2.9 Experience - Guidance Counsellor (Teacher)

- (a) "*Appropriate experience*" as contained in clause 9.2.7 (a) means nine (9) years experience accumulated either as a teacher or a school counsellor or a guidance counsellor (teacher). In the case of experience as a school counsellor or a guidance counsellor (teacher) such experience shall have been obtained in a school environment.

- (b) Notwithstanding the provisions of clause 9.2.9 (a) an employee who has less than nine (9) years appropriate experience but who is:
  - (i) required to carry out the major and substantial responsibilities of the position of guidance counsellor (teacher) as defined in clause 9.2.9; and
  - (ii) who fulfils the qualification requirements contained in clause 9.2.7, shall be entitled to the full benefits of this clause.

#### 9.2.10 Guidance Counsellor (Teacher) Engaged Across Multiple Schools

- (a) The employer agrees to take into account the particular working arrangements of any guidance counsellor (teacher) who is engaged to work across multiple schools.
- (b) The arrangements and principles contained in clause 7.9 Itinerant Specialist Teachers – Primary of this agreement shall be applicable to a guidance counsellor (teacher) who is engaged across multiple schools.

#### 9.2.11 Remote Area Incentives

The provisions and entitlements contained in Schedule 17 ITAS and Schedule 18 IPRASS shall be deemed to apply to guidance counsellors (teachers) working who are located in schools in the applicable geographical areas nominated in these schedules.

### 9.3 Guidance Counsellors (Without Teacher Qualifications)

#### 9.3.1 Coverage

This provision shall apply to guidance counsellors (without teacher qualifications) employed in schools under the control of the employing authorities in the state of Queensland but shall not apply to such persons who are in Holy Orders or are members of a recognised Religious Order.

#### 9.3.2 Contract of Employment

- (a) Each person appointed to a position of guidance counsellor (without teacher qualifications) shall be appointed in accordance with clause 3.5 of this Agreement.
- (b) Each person appointed to a position of guidance counsellor (without teacher qualifications) shall be remunerated in accordance with Schedule 1D.
- (c) The employer shall consider the needs of the school and whether it is possible or desirable to appoint a guidance counsellor (without teacher qualifications) on a full-time continuing basis. The guidance counsellor (without teacher qualifications) will not be employed on a term-time basis.
- (d) A periodic review/appraisal process shall be determined by the employing authority. That process shall be in accordance with the principles set out in Schedule 7 of this Agreement.

#### 9.3.3 Recognition of Prior Service

Clause 7.2 of this Agreement shall apply in recognising prior service. Relevant service for guidance counsellors (without teacher qualifications) shall include all previous experience as a guidance counsellor, either in the Catholic education system in Queensland or as a school counsellor with any other school authority in Queensland or other states and territories within Australia or other counselling experience as deemed relevant by the employing authority.

#### 9.3.4 Termination of Employment

- (a) Should the position of guidance counsellor (without teacher qualifications) cease to exist within a school or system the provisions of the redundancy clause contained in this Agreement shall apply.

- (b) Provided that clause 9.3.4 (a) shall not apply to any employee dismissed for incompetence, misconduct, or neglect of duty, who may be summarily dismissed without notice.

9.3.5 All conditions of employment, other than those stated in this clause shall be in accordance with those applying to school officers.

#### 9.3.6 Regularising Current Practice and Savings Clause

- (a) The parties acknowledge that currently a variety of qualification requirements and remuneration determinations exist in relation to guidance counsellor (without teacher qualification) positions, previously known as school counsellors (without teacher qualifications).
- (b) The parties agree that those employees currently employed as school counsellor (without teacher qualifications) and who occupy a position consistent with the definition provided at clause 9.3.7 shall be afforded the title of guidance counsellor (without teacher qualifications) and shall be remunerated in accordance with Schedule 1 of this Agreement.

#### 9.3.7 Definition

The guidance counsellor (without teacher qualifications) is a person appointed as such at the discretion of the employing authority. A guidance counsellor (without teacher qualifications) will be a person who is a registered psychologist, or holds another degree deemed acceptable by the employing authority, and with a minimum of two years experience relevant to the school setting.

#### 9.3.8 Role

- (a) The role of a guidance counsellor (without teacher qualifications) is to collaboratively design and/or implement a guidance counselling program which proactively fosters the development and mental health of students in the context of the Catholic school. The guidance counsellor (without teacher qualifications) may be required to utilise their professional skills in areas including counselling, consultation, programming and psycho-educational assessment to address the relevant educational, personal, vocational and social needs of students within the school setting. In the wider context consultation is required with specialist and other personnel as well as various agencies in achieving service delivery.
- (b) The guidance counsellor (without teacher qualifications) operates as an integral part of the school's educational team and provides services which are negotiated with and authorised by the school principal in support of both the Mission of the school and the goals of the school's development plan.

The guidance counsellor (without teacher qualifications) designation shall not include those persons specifically employed as counsellors (without teacher qualifications) whose role includes provision of careers advice, school home liaison, work experience or other co-ordinating roles.

#### 9.3.9 Attendance for Work Duties and School Vacation Periods

The guidance counsellor (without teacher qualifications), who is employed on a full-time continuing basis, is not required to attend for work during a vacation period. However, consistent with the guidance counsellor (teacher) provisions and the nature of the role of the guidance counsellor (without teacher qualifications), it is agreed that the role may require availability:

- (a) for meetings before and after school, including some evening work;
- (b) in the event of critical incidents on weekends and during school vacations; and
- (c) to respond to enquiries from parents and students about matters such as QTAC during school vacations.

## **9.4 Counsellors (Without Teacher Qualifications)**

### **9.4.1 Coverage**

This provision shall apply to counsellors (without teacher qualifications) employed in schools under the control of the employing authorities in the state of Queensland but shall not apply to such persons who are in Holy Orders or are members of a recognised Religious Order.

### **9.4.2 Contract of Employment**

- (a) Each person appointed to a position of counsellor (without teacher qualifications) shall be appointed in accordance with clause 3.5 of this Agreement and the provisions for school officers contained in this Agreement.
- (b) Each person appointed to a position of counsellor (without teacher qualifications) shall be remunerated in accordance with Schedule 1E of this Agreement.
- (c) The employer shall consider the needs of the school and whether it is possible or desirable to appoint a counsellor on a full-time continuing basis.
- (d) The counsellor will participate in the school's periodic review/appraisal process.

### **9.4.3 Classification**

- (a) A person shall be appointed to a position classified in accordance with Schedule 9 (School officers' classification) and Schedule 10 (counsellors without teacher qualifications).
- (b) In accordance with Schedule 10, a Level 6 or Level 7 classification shall be applicable to counsellor (without teacher qualification) positions.

### **9.4.4 Recognition of Prior Service**

Clause 8.4 (Recognition of Service – School Officers) of this Agreement shall apply in recognising prior service. Relevant service for counsellors (without teacher qualifications) shall include all previous experience as a counsellor, either in the Catholic education system in Queensland or as a counsellor with any other school authority in Queensland or other states and territories within Australia or as a counsellor in a school setting or not.

### **9.4.5 Termination of Employment**

- (a) Should the position of counsellor (without teacher qualifications) cease to exist within a school or system, the provisions of the redundancy clause contained in the Agreement shall apply.
- (b) Provided that clause 9.4.5 (a) shall not apply to any employee dismissed for incompetence, misconduct, or neglect of duty, who may be summarily dismissed without notice.

### **9.4.6 All conditions of employment, other than those stated in this clause shall be in accordance with the provisions for school officers contained in this Agreement.**

### **9.4.7 Definitions**

The counsellor (without teacher qualifications) is a person appointed as such at the discretion of the employing authority and with formal qualifications as deemed acceptable by the employing authority and relevant to the duties of the position.

### **9.4.8 Role**

- (a) The role of a counsellor (without teacher qualifications) is to provide individual and group counselling services to students.

- (b) The counsellor (without teacher qualifications) is required to utilise professional counselling skills to address the relevant educational, personal, vocational and social needs of students within the school setting. In the wider context consultation may be required with other personnel as well as various agencies in achieving service delivery.
- (c) The counsellor (without teacher qualification) operates as an integral part of the school's educational team and provides services which are negotiated with and authorised by the school principal in support of both the Mission of the school and the goals of the school's development plan.
- (d) Where a counsellor (without teacher qualifications) is appointed to a school that also employs a guidance counsellor (with or without teacher qualifications), they will be required to work under the professional supervision of the guidance counsellor and the principal on issues of student mental health or student protection.
- (e) The counsellor (without teacher qualifications) may include those persons employed to provide careers advice, school home liaison, work experience or other co-ordinating roles in addition to the provision of individual and group counselling to support student's normal developmental concerns.

#### 9.4.9 School Vacation Periods

Where a counsellor (without teacher qualifications), who is employed on a full-time continuing basis, is not required to attend for work during a vacation period, that employee will be so advised at the time of engagement.

### 9.5 Career Counsellor/Career Adviser (Teacher)

#### 9.5.1 Professional Recognition and Support

- (a) The employing authority recognises the integral role that Career Counsellors/Career Advisers (Teachers) undertake within a school's educational team and the application of appropriate professional standards and professional associations relevant to such roles.
- (b) The employing authority will provide support to Career Counsellors/Career Advisers (Teachers) in relation to meeting and/or maintaining the Professional Standards for Career Development Practitioners including access to continuing professional development.

#### 9.5.2 Definitions

The *Career Counsellor/Career Adviser (Teacher)* is a person appointed as such at the discretion of the employing authority. A Career Counsellor/Career Adviser (Teacher) will be a person who is:

- (a) a registered teacher with appropriate experience and demonstrated competency;
- (b) holds as a minimum as outlined in the Professional Standards for Career Development Practitioners a graduate certificate or equivalent and appropriate and recognised qualification in the field of career development; and
- (c) the Career Counsellor/Career Adviser (Teacher) designation shall not include those persons specifically employed as Counsellors (Without Teacher Qualification) whose role includes provision of personal counselling advice, social work, school home liaison or other coordinating roles.

**9.5.3 Teaching Duties – Career Counsellor/Career Adviser (Teacher)**

Where the Career Counsellor/Career Adviser (Teacher) is required to undertake teaching duties their teaching load will prioritise the delivery of the career development program (or the components of this program that may be integrated within the broader curriculum). Academic subject area(s) may be included after consultation between the Career Counsellor/Career Adviser (Teacher) and the School Principal.

**9.5.4 Matters Relating To Wages**

- (a) Employees who are employed as a Career Counsellor/Career Adviser (Teacher) will be paid in accordance with this clause (cl 9.5.4) and Schedule 1D (ii);
- (b) The provisions of this clause (cl 9.5.4) and of Schedule 1D (ii) will commence operation from 1 July 2016;
- (c) An employee will progress from Level 1 to Level 2 on the basis of one (1) year's satisfactory service at Level 1;
- (d) An employee will progress from Level 2 to Level 3 on the basis of one (1) year's satisfactory service at Level 2 and the possession of a relevant Masters qualification or equivalent;
- (e) An employee who is a teacher and who is classified as Proficient 8 will receive either the wage rate prescribed by this clause (cl 9.5.4) and Schedule 1D (ii), or the wage rate for Proficient 8, whichever is higher;
- (f) An employee who, at the date of making this Enterprise Agreement, is in receipt of remuneration which is higher than that prescribed by this clause (cl 9.5.4) and Schedule 1D (ii) (regardless of how that remuneration is described) will continue to receive such higher remuneration. Further, such higher remuneration will be adjusted in accordance with the percentage wage movements identified in clause 4.1.1.

**PART 10 MISCELLANEOUS PROVISIONS****10.1 Students with Special Educational Needs**

- 10.1.1 The employing authority has a long-term commitment to the educational provision for students with verified special needs. Students with special needs include those students verified at level 5 or 6 with intellectual impairment, physical impairment, autistic spectrum disorder, hearing impairment, social emotional disorder, and speech and language impairment; or those students with such impairments or disorders who require individual and special educational provision whether verified or not.
  - (a) The employing authority will provide appropriate professional development, support and training. The training program shall include information relevant to the student's particular condition and knowledge, techniques and strategies appropriate to supporting the students' learning. Instruction in physical lifting and support techniques shall be provided if appropriate.
  - (b) In addition, training regarding the administration of medication and emergency procedures will be provided.

*Clause 10.1.2 applies only to St Patrick's College Townsville***10.1.2 Support**

A teacher, and as appropriate a learning assistant assigned a class in which a special needs student is enrolled, shall be provided with information pertinent to the special need of the student prior to the student's placement in the class. Within the school's resources, this may include appropriate training for teachers and school officers relevant to the student's special educational need or impairment, and time for planning and meetings.

A teacher assigned a class in which a student with a verified special need is enrolled shall be provided with information pertinent to the educational support needs of the student as soon as possible before the student's placement in the class.

- (a) The level of support provided to teachers will include reference to the following elements:
  - (i) professional development and training; and
  - (ii) time allocation to plan support activities and liaise with appropriate professional groups.
- (b) Training for School Officers
  - (i) The employing authority will provide relevant training for school officers as part of their commitment to educational provision for these students. This will include information relevant to the student's particular condition, techniques and strategies appropriate to supporting the student's learning and other advice. Instruction in physical lifting and support techniques shall be provided if appropriate.
  - (ii) As part of the training program, specific focus will be given to the need of providing relevant information and training to enable them to execute their role.
- (c) Administration of Medication
 

The employing authority will ensure that clear procedures exist which will guide employees in the administering of medication to special needs students. Appropriate training will be provided and authorisation to administer medication documented.
- (d) Emergency Procedures
 

In the overall school emergency procedures, special consideration, as necessary, will be made for students with special educational needs. These procedures will be communicated to relevant teachers, learning assistants and support staff as relevant and ongoing training will be provided.

In addition, training regarding the administration of medication and emergency procedures will be provided.

**10.2 Appraisal**

*A process of self-appraisal and validation provides an occasion to identify strengths and opportunities, set goals and identify professional development needs.*

**10.2.1 Teachers**

- (a) In consultation with staff, the employing authority shall periodically review the agreed self-appraisal and validation process for teachers based upon the principles detailed in Schedule 7.
- (b) Such a process shall take into account the needs of staff in individual schools.

### 10.2.2 Non-Teachers

- (a) In consultation with staff, the employing authority may develop, implement and periodically review a process of validated self-appraisal for non-teaching staff.
- (b) Where appropriate such appraisal process shall take into account the needs of staff in individual schools and be based upon principles detailed in Schedule 7.

## 10.3 Professional Development

*This clause should be read in conjunction with Schedule 5 of this Agreement.*

### 10.3.1 The following provisions apply to Religious Institute Girls' Schools.

- (a) The parties affirm the value of all teachers, school officers and services staff undertaking professional development relevant to the performance of their work role and duties;
- (b) The parties agree that classroom teaching interruptions occasioned by teachers undertaking professional development should be limited where possible;
- (c) Information relevant to professional development will be made available to teachers, school officers, and services staff through the induction process; and
- (d) Professional development, including that held during pupil free days and staff meetings, conducted by the employer for teaching staff will, wherever relevant, articulate the Queensland College of Teacher (QCT) professional standards.

### 10.3.2 Employer directed professional development programmes (including on-line or e-learning sessions) shall be included in the quantum of maximum hours of duty contained in clauses S5.2, S5.3 and S5.4 of this Agreement.

### 10.3.3 Teachers who attend these planned professional development activities will be provided with a record of attendance. Such documentation will be provided by the employer to teachers to support the maintenance of a teacher's individual account of professional development undertaken which is required for report to the Queensland College of Teachers.

- (a) In addition, the school administration may provide advice to QCT of the roll of attendance of teachers at all relevant professional development activities through their online reporting facility.
- (b) The parties recognise the specific training requirements of school officers and services staff within schools.
- (c) The employing authority and all employees accept a joint responsibility for the negotiation of a program of relevant professional development linked to the appraisal outcomes, the school goals and the development/renewal plan. Employing authorities recognise the value of all employees undertaking professional development relevant to the performance of their work role and duties.
- (d) As part of a school's professional development program and consistent with the professional development guidelines, all employees are entitled to apply to undertake relevant professional development activities. Costs and release time involved in attending such professional development shall be covered in accordance with the school's professional development guidelines.
- (e) Except where the employing authority sponsors, provides and/or pays for the professional development, the costs shall be met by the individual teaching or non-teaching employee.
- (f) The employing authority recognises the specific training requirements of school officers and services staff within schools in their contribution to the support of students, teaching staff and school programs.

- (g) The employing authorities will give consideration to the provision of professional development and training to school officers and services staff, in ordinary working hours, on an annual basis.
- (h) The quantum of professional development provided shall be such as to meet the knowledge and skills required by the employee's designated position, employer initiatives and (as appropriate) future roles and duties.
- (i) In practice and in order to deliver an effective approach to professional development for school officers and services staff and to meet the needs of the school, consultation will occur between the employee and employer in order to identify appropriate professional development and training to be undertaken.
- (j) Where professional development is directed outside ordinary working hours (including reasonable travel time subject to 10.3.3 (k) below), school officers and services staff will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or may receive payment at the ordinary hours rate.
- (k) For the purposes of calculating the time-in-lieu, or the payment, prescribed by clause 10.3.3 (j) (above), an employee may be required to travel for up to one (1) hour each way in their own time. Hence, up to one (1) hour of travel time (each way) may not be subject to the granting of time-in-lieu or payment.
- (l) In the context of the school development/renewal plan and consistent with the appraisal process and outcomes, the teaching employee shall determine and each year undertake professional development outside of school time and exclusive of pupil free days.
- (m) The employer will not unreasonably withhold approval to attend relevant professional development activities.

10.3.4 The following provision applies to Religious Institute Boys' Schools.

- (a) The employing authority and all employees accept a joint responsibility for the negotiation of a program of relevant professional development linked to the appraisal outcomes, the school goals and the development/renewal plan. Employing authorities recognise the value of all employees undertaking professional development relevant to the performance of their work role and duties.
- (b) As part of a school's professional development program and consistent with the professional development guidelines, all employees are entitled to apply to undertake relevant professional development activities. Costs and release time involved in attending such professional development shall be covered in accordance with the school's professional development guidelines.
- (c) Except where the employing authority sponsors, provides and/or pays for the professional development, the costs shall be met by the individual teaching or non-teaching employee.
- (d) Where professional development is required by the employing authority for school officers and services staff outside ordinary working time, the employee will be granted time in lieu for the equivalent hours taken at a mutually convenient time or receive payment at ordinary hours.
- (e) In the context of the school development/renewal plan and consistent with the appraisal process and outcomes the teaching employee shall determine and each year undertake professional development outside of school time and exclusive of pupil free days.
- (f) Employer directed professional development programmes (including on-line or e-learning sessions) shall be included in the quantum of maximum hours of duty contained in clauses S5.2, S5.3 and S5.4 of this Agreement.

## (g) Teachers

- (i) Each teacher will develop a professional development program in consultation with their supervisor. Such a program may be reviewed annually and shall be linked to the formative appraisal processes as provided for in clause 10.2.
- (ii) Professional development, including that held during pupil free days and staff meetings, conducted by the employer for teaching staff will, wherever relevant, articulate the Queensland College of Teacher (QCT) professional standards.
- (iii) Teachers who attend these planned professional development activities will be provided with a record of attendance. Such documentation will be provided by the employer to teachers to support the maintenance of a teacher's individual account of professional development undertaken which is required for report to the Queensland College of Teachers.
- (iv) In addition, the school administration may provide advice to QCT of the roll of attendance of teachers at all relevant professional development activities through their online reporting facility.

## (h) School Officers and Services Staff

- (i) The employing authority recognises the specific training requirements of school officers and services staff within schools.
- (ii) The employing authority recognises the specific training requirements of school officers and services staff within schools in their contribution to the support of students, teaching staff and school programs.
- (iii) The employing authorities will give consideration to the provision of professional development and training to school officers and services staff, in ordinary working hours, on an annual basis.
- (iv) The quantum of professional development provided shall be such as to meet the knowledge and skills required by the employee's designated position, employer initiatives and (as appropriate) future roles and duties.
- (vi) In practice and in order to deliver an effective approach to professional development for school officers and services staff and to meet the needs of the school, consultation will occur between the employee and employer in order to identify appropriate professional development and training to be undertaken.
- (vii) Where professional development is directed outside ordinary working hours (including reasonable travel time subject to 10.3.4 (h) (viii) below), school officers and services staff will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or may receive payment at the ordinary hours rate
- (viii) For the purposes of calculating the time-in-lieu, or the payment, prescribed by clause 10.3.4 (h) (vi) (above), an employee may be required to travel for up to one (1) hour each way in their own time. Hence, up to one (1) hour of travel time (each way) may not be subject to the granting of time-in-lieu or payment.
- (ix) A professional development plan will be jointly developed between the school officer or services staff employee and their supervisor. This plan will be implemented within the employing authority's resource capacity.

**10.4 Workplace Stress****10.4.1 Preamble**

The term '*workplace stress*' refers to those negative reactions people have to aspects of their environment due to pressures within the work environment.

The employer recognises its legal requirement to assess the working environment for systems and practices that may lead to negative stress response and to put into place preventative measures.

It is also recognised that policies which benefit employee health can improve productivity. Low levels of negative stress response are associated with low levels of staff turnover, absenteeism and low rates of injury. Workplaces that are perceived as healthy are characterised by clear policies and active methods of dealing with people which encourage:

- (a) respect for the dignity of each employee;
- (b) regular feedback and recognition of performance;
- (c) clear goals for employees in line with organisational goals;
- (d) employee input into decision-making and career progression; and
- (e) consistent and fair management actions.

#### 10.4.2 Implementation

The employing authority agrees to the implementation of strategies to prevent and address workplace stress.

#### 10.4.3 Managing Workplace Stress

Stress management interventions shall be based on prevention, management and minimisation strategies and are aimed at identifying and eliminating causes of workplace stress.

*Sub-clauses 10.4.4 and 10.4.5 apply only to St Patrick's College Townsville*

#### 10.4.4 Structured Approach

A structured step-by-step problem solving approach involving participation and consultation shall be adopted to identify and focus on the real issues causing workplace stress.

#### 10.4.5 Control Strategies

Control strategies shall be adopted to reduce the incidence of workplace stress.

### 10.5 Workplace Harassment

10.5.1 The employing authority agrees to ensure workplace harassment policies and procedures exist. The policy development (if relevant) shall occur in consultation with the union and their representatives.

10.5.2 The structure of the policy and procedures will be determined by the employing authority, but consideration will be given to the following:

#### (a) Policy

Consideration will be given to the following inclusions:

- (i) definition of workplace harassment and provision of examples of the types of behaviour which constitute such harassment;
- (ii) a statement that workplace harassment is unacceptable and will not be tolerated;
- (iii) a statement as to the negative impact on individuals, colleagues and the organisation;
- (iv) an encouragement to workers who experience or witness workplace harassment to engage in procedures to end such behaviour;
- (v) a commitment to education and training in regard to the policy and procedures on a regular basis or at least once per year; and
- (vi) provision for the appointment, training and time release of contact person(s) to handle complaints.

(b) Procedures

The procedures shall:

- (i) be fair and equitable;
- (ii) ensure principles of natural justice are upheld;
- (iii) respect privacy and confidentiality;
- (iv) be undertaken with discretion so as to protect the reputation of the persons being investigated;
- (v) be aimed at resolving the problem rapidly;
- (vi) ensure that accurate records and documentation are kept;
- (vii) include procedural steps for dealing with the alleged harassment; and
- (viii) include formal steps for dealing with the alleged harassment which incorporates an investigative process outlining how and who will conduct the investigation, the rights of both the respondent and the complainant to representation and the need for each party to receive a report on the outcome.

10.5.3 The policy and procedures shall be available to all staff and their availability advertised widely.

**10.6 Complaints Against Employees**

10.6.1 This clause applies to Religious Institute Girls' Schools

- (a) The employing authority agrees to ensure guidelines exist for the handling of complaints against employees.
- (b) Such guidelines will be developed (or reviewed if relevant) by the employing authority in consultation with employees, their union, governing bodies and other appropriate stakeholders, to ensure that practices are consistent with legal responsibility, natural justice, fairness and transparency. Once developed the guidelines will be documented and recorded by the parties.
- (c) It is acknowledged that there are established processes to deal with situations where allegations of abuse or sexual misconduct are made against employees, and it is the view of the parties that these processes should be the vehicle for addressing such allegations.

10.6.2 This clause applies to Religious Institute Boys' Schools

- (a) The parties acknowledge that parents, students and staff may raise concerns and have them addressed by the appropriate member of staff.
- (b) Such complaints should be handled objectively and with sensitivity, and not in a reactive and subjective manner.
- (c) The parties agree that the person making a complaint may have the matter raised by them considered and that a person against whom a complaint is made has a right to natural justice and a presumption of innocence.
- (d) The parties agree that policies to deal with these issues shall be developed or reviewed in consultation with employees and their union. This is to ensure that they are consistent with the principles of natural justice, fairness, and transparency of process.
- (e) It is acknowledged that there are established processes to deal with situations where allegations of abuse or sexual misconduct are made against employees, and it is the view of the parties that these processes should be the vehicle for addressing such allegations.

**10.7 Breastfeeding and Expressing Facilities**

10.7.1 Collegial support is crucial to providing a positive workplace environment for employees who are breastfeeding. All staff have a responsibility to treat these colleagues with respect and dignity.

- 10.7.2 Women on maternity leave shall advise the principal of their intention to continue breastfeeding upon return to work, in order to initiate constructive dialogue regarding the specific considerations (with reference to clause 10.7.3 below) they may require of their employer to do this.

This conversation should occur ahead of the woman's return to work so that the necessary arrangements can be made.

- 10.7.3 The employing authority will, upon request, provide a private and secure area for the purpose of breastfeeding and/or expressing and storing milk separate to communal staff facilities.

## **10.8 Resourcing of School Level Industrial Practice**

- 10.8.1 The employing authority agrees to provide access for workplace union representatives to the use of communication equipment, for the purpose of carrying out their union workplace responsibilities. Such access will be in accordance with local arrangements for all staff at the school for the use of this equipment.
- 10.8.2 Subject to agreement with the respective union, the employing authority shall make available to all employees, facilities for the payment of their union fees, by payroll deduction or other schemes as agreed. The operation of any such facility shall be dependent upon the appropriate authorisation being signed by the employee.
- 10.8.3 A school's induction program shall include the provision of information relevant to union coverage, membership and benefits.
- 10.8.4 The employer agrees to provide reasonable opportunity, for workplace union representatives to consult with employees on workplace matters and enterprise bargaining issues. Such consultation shall not withdraw an employee from any scheduled school activity which fulfils part of their workplace duties.

## **10.9 Incidental and Peripheral Tasks**

- 10.9.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 10.9.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 10.9.3 Any direction issued by an employer pursuant to clauses 10.9.1 and 10.9.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **10.10 Outsourcing**

- 10.10.1 If an in principle decision is made by the employing authority to contract out work currently being done by a school employee(s), consultation with the affected employee(s) and the relevant union(s) will occur before a decision on this matter is finalised.
- 10.10.2 Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave and does not result in a school employee(s) being disadvantaged.

## **10.11 Position Descriptions**

- 10.11.1 The employing authority shall develop generic position descriptions for all employees where these do not currently exist. The development of such position descriptions shall be through a process of consultation with each relevant group of employees and is to take into account:
- (a) clarification of current roles supported by duty statements where appropriate; and
  - (b) consultation regarding future position changes.

**10.12 Affirmative Employment of the Disabled**

- 10.12.1 Catholic Employing Authorities are inclusive of employees who are competent, able to fully carry out required employment tasks and are disabled.
- 10.12.2 Catholic employers commit, where two or more applicants for a position are of substantially equal merit, and one is a person with a disability, to choose the applicant with disability, as a means of enhancing opportunity for people with disability.

**10.13 Services Staff Provisions**

Services Staff provisions are listed in Schedule 13 of this Agreement.

**10.14 Boarding House Supervision Provisions**

Boarding House Supervision Staff provisions are listed in Schedule 14 of this Agreement.

**10.15 Flexible Learning Centres Joint Working Party**

- 10.15.1 A joint working party will be established by 31 December 2016 to review and make recommendations on structures, operational provisions, employment arrangements and conditions for staff working in Flexible Learning Centres.
- 10.15.2 The joint working party shall be comprised of persons representing both the employing authority and employees. Employee representatives shall be determined by IEUA.
- 10.15.3 The joint working party shall consider, but not be limited to, the following matters:
- (a) Middle and Senior Leader responsibilities within a Flexible Learning Centre environment;
  - (b) the nature and internal structures of Flexible Learning Centres as it relates to the unique teaching and learning environment within these workplaces;
  - (c) the implementation within Flexible Learning Centres of the employment arrangements contained in this agreement including hours of duty, class sizes, professional development and safe work practices;
  - (d) the notion of flexibility of work practices within Flexible Learning Centres;
  - (e) the appropriateness of the criteria used for teacher promotional positions and classifications within the context of Flexible Learning Centres; and
  - (f) the adequacy of the school officer classification structure given the specific duties, responsibilities and work arrangements of school officers in Flexible Learning Centres.
- 10.15.4 The joint working party will provide a report by the end of Term 3 of 2017 with a view to implementing agreed recommendations for the 2018 school year.
- 10.15.5 Consultation with employees will occur in Terms 1, 2 and 3 of 2017.

**10.16 Signatures**

Signatures of parties to this Agreement are contained in Schedule 21.

**PART 11 SCHEDULES**

**SCHEDULE 1 – WAGES, SALARIES AND ALLOWANCES****Schedule 1A Teachers****Classification Scale prior to 1 July 2018**

Classification	From First Full Pay Period on or after 1 July 2015				From First Full Pay Period on or after 1 July 2016		From First Full Pay Period on or after 1 July 2016				From First Full Pay Period on or after 1 July 2017			
	2.50%				Adjusted Salary Base		2.50%				2.50%			
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Band 1 Step 1	2,079.50	54,252	34.6583	43.3229	2,079.50	54,252	2,131.50	55,609	35.5250	44.4063	2,184.80	56,999	36.4133	45.5166
Band 1 Step 2	2,137.10	55,755	35.6183	44.5229	2,137.10	55,755	2,190.50	57,148	36.5083	45.6354	2,245.30	58,578	37.4217	46.7771
Band 1 Step 3	2,208.90	57,628	36.8150	46.0188	2,208.90	57,628	2,264.10	59,068	37.7350	47.1688	2,320.70	60,545	38.6783	48.3479
Band 1 Step 4	2,284.70	59,606	38.0783	47.5979	2,284.70	59,606	2,341.80	61,095	39.0300	48.7875	2,400.30	62,621	40.0050	50.0063
Graduate 1	2,421.60	63,177	40.3600	50.4500	2,421.60	63,177	2,482.10	64,756	41.3683	51.7104	2,544.20	66,376	42.4033	53.0041
Graduate 2	2,479.10	64,677	41.3183	51.6479	2,494.40	65,077	2,556.80	66,704	42.6133	53.2666	2,620.70	68,371	43.6783	54.5979
Proficient 1	2,608.70	68,058	43.4783	54.3479	2,616.40	68,258	2,681.80	69,965	44.6967	55.8709	2,748.80	71,713	45.8133	57.2666
Proficient 2	2,738.70	71,450	45.6450	57.0563	2,740.60	71,500	2,809.10	73,287	46.8183	58.5229	2,879.30	75,118	47.9883	59.9854
Proficient 3	2,869.50	74,862	47.8250	59.7813	2,869.50	74,862	2,941.20	76,733	49.0200	61.2750	3,014.70	78,651	50.2450	62.8063
Experienced 1	2,978.20	77,698	49.6367	62.0459	2,987.80	77,948	3,062.50	79,898	51.0417	63.8021	3,139.10	81,896	52.3183	65.3979
Experienced 2	3,087.50	80,550	51.4583	64.3229	3,110.50	81,150	3,188.30	83,180	53.1383	66.4229	3,268.00	85,259	54.4667	68.0834
Experienced 3	3,196.20	83,386	53.2700	66.5875	3,234.50	84,386	3,315.40	86,495	55.2567	69.0709	3,398.30	88,658	56.6383	70.7979
Experienced 4	3,311.20	86,386	55.1867	68.9834	3,311.20	86,386	3,394.00	88,546	56.5667	70.7084	3,478.90	90,761	57.9817	72.4771
Experienced 5											3,638.40	94,922	60.6400	75.8000
Experienced 6											3,774.50	98,472	62.9083	78.6354

**Schedule 1A Teachers Continued****Classification scales from 1 July 2018****4 Year Trained Teachers**

	From First Full Pay Period on or after 1 July 2018			
	2.50%			
	Fortnight	Annual	Hourly	Casual
Classification	\$	\$	\$	\$
Graduate	2,686.20	70,080	44.7700	55.9625
Proficient 1	2,817.50	73,506	46.9583	58.6979
Proficient 2	2,951.30	76,996	49.1883	61.4854
Proficient 3	3,090.10	80,618	51.5017	64.3771
Proficient 4	3,349.70	87,390	55.8283	69.7854
Proficient 5	3,483.30	90,876	58.0550	72.5688
Proficient 6	3,565.90	93,031	59.4317	74.2896
Proficient 7	3,729.40	97,296	62.1567	77.6959
Proficient 8	3,868.90	100,936	64.4817	80.6021
<b>Highly Accomplished Teacher</b>	4,098.90	106,936	68.3150	85.3938
<b>Lead Teacher</b>	4,482.20	116,936	74.7033	93.3791

**3 Year Trained Teachers**

	From First Full Pay Period on or after 1 July 2018			
	2.50%			
	Fortnight	Annual	Hourly	Casual
Classification	\$	\$	\$	\$
Step 1	2,378.70	62,058	39.6450	49.5563
Step 2	2,460.30	64,187	41.0050	51.2563
Graduate	2,686.20	70,080	44.7700	55.9625
Proficient 1	2,817.50	73,506	46.9583	58.6979
Proficient 2	2,951.30	76,996	49.1883	61.4854
Proficient 3	3,090.10	80,618	51.5017	64.3771
Proficient 4	3,349.70	87,390	55.8283	69.7854
Proficient 5	3,483.30	90,876	58.0550	72.5688
Proficient 6	3,565.90	93,031	59.4317	74.2896
Proficient 7	3,729.40	97,296	62.1567	77.6959
Proficient 8	3,868.90	100,936	64.4817	80.6021
<b>Highly Accomplished Teacher</b>	4,098.90	106,936	68.3150	85.3938
<b>Lead Teacher</b>	4,482.20	116,936	74.7033	93.3791

**Schedule 1B Teaching Allowances**

	From First Full Pay Period on or after 1 July 2015			From First Full Pay Period on or after 1 July 2016			From First Full Pay Period on or after 1 July 2017				From First Full Pay Period on or after 1 July 2018		
	2.50%			2.50%			2.50%				2.50%		
	Fortnight	Annual	Hourly	Fortnight	Annual	Hourly	Fortnight	Annual	Hourly		Fortnight	Annual	Hourly
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Experienced Teacher 5	151.90	3,963		155.70	4,062								
Experienced Teacher 6	281.40	7,341		288.40	7,524								
<b>Moderation Allowance</b>													
2 Teachers	30.60	800		31.40	819		32.20	840			33.00	861	
1 Teacher	20.60	537		21.10	550		21.60	564			22.10	577	
<b>Secondment Allowance</b>													
1st Year	102.60	2,677		105.20	2,745		107.80	2,812			110.50	2,883	
2nd Year	127.20	3,319		130.40	3,402		133.70	3,488			137.00	3,574	
3rd Year	152.60	3,982		156.40	4,080		160.30	4,182			164.30	4,286	
<b>Overtime</b>			22.9811			23.5556			24.1445				24.7481

**Schedule 1C      Positions of Leadership**

Position	From the First Full Pay Period on or after 1 January 2015		From the First Full Pay Period on or after 1 July 2015		From the First Full Pay Period on or after 1 July 2016		From the First Full Pay Period on or after 1 July 2017		From the First Full Pay Period on or after 1 July 2018	
	2.50%		2.50%		2.50%		2.50%		2.50%	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Middle Management Allowances</b> (S4.4.3 (c) and S4.17.2 and S4.17.3)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
One Unit Value	91.50	2,387	93.80	2,447	96.10	2,507	98.50	2,570	101.00	2,635
Tier 1.1	183.00	4,774	187.60	4,894	192.30	5,017	197.10	5,142	202.00	5,270
Tier 1.2	274.50	7,161	281.40	7,341	288.40	7,524	295.60	7,712	303.00	7,905
Tier 2	366.00	9,548	375.20	9,789	384.60	10,034	394.20	10,284	404.10	10,543
Tier 2 + Complexity Loading of 1 Unit	457.50	11,935	468.90	12,233	480.60	12,538	492.60	12,851	504.90	13,172
Tier 3	549.00	14,322	562.70	14,680	576.80	15,048	591.20	15,424	606.00	15,810
Tier 3 + Complexity Loading of 1 Unit	640.50	16,709	656.50	17,127	672.90	17,555	689.70	17,994	706.90	18,442
Tier 4	664.30	17,331	680.90	17,764	697.90	18,208	715.30	18,661	733.20	19,128
Tier 4 + Complexity Loading of 1 Unit	664.30	17,331	680.90	17,764	697.90	18,208	715.30	18,661	733.20	19,128
Tier 5	664.30	17,331	680.90	17,764	697.90	18,208	715.30	18,661	733.20	19,128
<b>Senior Leadership Salary</b>										
<b>Assistant Principal</b>										
Level 1	4,025.00	105,009	4,125.60	107,633	4,228.70	110,323	4,334.40	113,080	4,442.80	115,908
Level 2	4,126.00	107,644	4,229.20	110,336	4,334.90	113,093	4,443.30	115,921	4,554.40	118,820
Level 3	4,222.90	110,172	4,328.50	112,926	4,436.70	115,749	4,547.60	118,642	4,661.30	121,609
<b>Deputy Principal</b>										
Year 1	4,126.00	107,644	4,229.20	110,336	4,334.90	113,093	4,443.30	115,921	4,554.40	118,820
Year 2	4,222.90	110,172	4,328.50	112,926	4,436.70	115,749	4,547.60	118,642	4,661.30	121,609
Year 3	4,328.90	112,937	4,437.10	115,760	4,548.00	118,653	4,661.70	121,619	4,778.20	124,658
Year 4	4,434.40	115,690	4,545.30	118,582	4,658.90	121,546	4,775.40	124,585	4,894.80	127,700
Year 5	4,545.80	118,595	4,659.40	121,559	4,775.90	124,598	4,895.30	127,713	5,017.70	130,907

S4.11 (Positions of Senior Leadership - Primary Schools)	From the First Full Pay Period on or after 1 July 2014	From the First Full Pay Period on or after 1 July 2015	From the First Full Pay Period on or after 1 July 2016	From the First Full Pay Period on or after 1 July 2017	From the First Full Pay Period on or after 1 July 2018
	S4.11.3 and S4.11.4	2.50%	2.50%	2.50%	2.50%
	\$	\$	\$	\$	\$
Deputising Allowance	3,958	4,057	4,158	4,262	4,369

Table 2: Diocesan Primary Schools - Senior Leadership	From the First Full Pay Period on or after 1 July 2014	From the First Full Pay Period on or after 1 July 2015	From the First Full Pay Period on or after 1 July 2016	From the First Full Pay Period on or after 1 July 2017	From the First Full Pay Period on or after 1 July 2018
		2.50%	2.50%	2.50%	2.50%
	Annual	Annual Allowance	Annual Allowance	Annual Allowance	Annual Allowance
Enrolment (APRE/REC)	\$	\$	\$	\$	\$
<51	6,934	7,107	7,285	7,467	7,654
51-75	6,934	7,107	7,285	7,467	7,654
76-99	6,934	7,107	7,285	7,467	7,654
100-150	6,934	7,107	7,285	7,467	7,654
151-199	9,914	10,162	10,416	10,676	10,943
200-224	9,914	10,162	10,416	10,676	10,943
225-250	9,914	10,162	10,416	10,676	10,943
251-300	12,891	13,213	13,543	13,882	14,229
300-325	12,891	13,213	13,543	13,882	14,229

**Schedule 1D Guidance Counsellor, Counsellor and Career Counsellor/Career Advisor****Schedule 1D (i) Guidance Counsellors (Teachers and Without Teacher Qualifications)**

Classification	From First Full Pay Period on or after 1 July 2015				From First Full Pay Period on or after 1 July 2016				From First Full Pay Period on or after 1 July 2017				From First Full Pay Period on or after 1 July 2018			
	2.50%				2.50%				2.50%				2.50%			
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
1st Year of Service	3563.40	92,966	59.3900	74.2375	3652.50	95,290	60.8750	76.0938	3743.80	97,672	62.3967	77.9958	3837.40	100,114	63.9567	79.9458
2nd Year of Service	3677.30	95,937	61.2883	76.6104	3769.20	98,335	62.8200	78.5250	3863.40	100,792	64.3900	80.4875	3960.00	103,312	66.0000	82.5000
3rd Year of Service	3791.40	98,914	63.1900	78.9875	3886.20	101,387	64.7700	80.9625	3983.40	103,923	66.3900	82.9875	4083.00	106,521	68.0500	85.0625

**Schedule 1D (ii) Career Counsellor/Career Advisor (Teacher)**

Classification	From First Full Pay Period on or after 1 July 2015				From First Full Pay Period on or after 1 July 2016				From First Full Pay Period on or after 1 July 2017				From First Full Pay Period on or after 1 July 2018			
	2.50%				2.50%				2.50%				2.50%			
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
Level 1	3563.40	92,966	59.3900	74.2375	3652.50	95,290	60.8750	76.0938	3743.80	97,672	62.3967	77.9958	3837.40	100,114	63.9567	79.9458
Level 2	3677.30	95,937	61.2883	76.6104	3769.20	98,335	62.8200	78.5250	3863.40	100,792	64.3900	80.4875	3960.00	103,312	66.0000	82.5000
Level 3 (Masters Qualification or equivalent)	3791.40	98,914	63.1900	78.9875	3886.20	101,387	64.7700	80.9625	3983.40	103,923	66.3900	82.9875	4083.00	106,521	68.0500	85.0625

**Schedule 1E School Officers**

Classification		From the First Full Pay Period on or after 1 May 2015				From the First Full Pay Period on or after 1 May 2016				From the First Full Pay Period on or after 1 May 2017				From the First Full Pay Period on or after 1 May 2018			
		2.5% or \$23.80 per week (whichever is greater)				2.5% or \$24.40 per week (whichever is greater)				2.5% or \$25.00 per week (whichever is greater)				2.5% or \$25.60 per week (whichever is greater)			
		Weekly	Annual	Hourly	Casual	Weekly	Annual	Hourly	Casual	Weekly	Annual	Hourly	Casual	Weekly	Annual	Hourly	Casual
Level 1	Step 1	865.30	45,150	22.7711	28.4638	889.70	46,423	23.4132	29.2664	914.70	47,727	24.0711	30.0888	940.30	49,063	24.7447	30.9309
	Step 2	877.60	45,791	23.0947	28.8684	902.00	47,065	23.7368	29.6711	927.00	48,369	24.3947	30.4934	952.60	49,705	25.0684	31.3355
	Step 3	889.70	46,423	23.4132	29.2664	914.10	47,696	24.0553	30.0691	939.10	49,000	24.7132	30.8914	964.70	50,336	25.3868	31.7336
	Step 4	902.00	47,065	23.7368	29.6711	926.40	48,338	24.3789	30.4737	951.40	49,642	25.0368	31.2961	977.00	50,978	25.7105	32.1382
Level 2	Step 1	914.40	47,712	24.0632	30.0789	938.80	48,985	24.7053	30.8816	963.80	50,289	25.3632	31.7039	989.40	51,625	26.0368	32.5461
	Step 2	931.90	48,625	24.5237	30.6546	956.30	49,898	25.1658	31.4572	981.30	51,202	25.8237	32.2796	1,006.90	52,538	26.4974	33.1217
	Step 3	940.00	49,047	24.7368	30.9211	964.40	50,320	25.3789	31.7237	989.40	51,625	26.0368	32.5461	1,015.00	52,961	26.7105	33.3882
Level 3	Step 1	975.80	50,915	25.6789	32.0987	1,000.20	52,188	26.3211	32.9013	1,025.20	53,493	26.9789	33.7237	1,050.80	54,829	27.6526	34.5658
	Step 2	991.90	51,755	26.1026	32.6283	1,016.70	53,049	26.7553	33.4441	1,042.10	54,375	27.4237	34.2796	1,068.20	55,737	28.1105	35.1382
	Step 3	1,008.40	52,616	26.5368	33.1711	1,033.60	53,931	27.2000	34.0000	1,059.40	55,277	27.8789	34.8487	1,085.90	56,660	28.5763	35.7204
	Step 4	1,017.10	53,070	26.7658	33.4572	1,042.50	54,396	27.4342	34.2928	1,068.60	55,757	28.1211	35.1513	1,095.30	57,151	28.8237	36.0296
Level 4	Step 1	1,056.20	55,110	27.7947	34.7434	1,082.60	56,488	28.4895	35.6118	1,109.70	57,902	29.2026	36.5033	1,137.40	59,347	29.9316	37.4145
	Step 2	1,061.50	55,387	27.9342	34.9178	1,088.00	56,770	28.6316	35.7895	1,115.20	58,189	29.3474	36.6842	1,143.10	59,645	30.0816	37.6020
	Step 3	1,089.40	56,843	28.6684	35.8355	1,116.60	58,262	29.3842	36.7303	1,144.50	59,718	30.1184	37.6480	1,173.10	61,210	30.8711	38.5888
Level 5	Step 1	1,126.20	58,763	29.6368	37.0461	1,154.40	60,234	30.3789	37.9737	1,183.30	61,742	31.1395	38.9243	1,212.90	63,287	31.9184	39.8980
	Step 2	1,153.60	60,193	30.3579	37.9474	1,182.40	61,695	31.1158	38.8947	1,212.00	63,240	31.8947	39.8684	1,242.30	64,821	32.6921	40.8651
	Step 3	1,181.10	61,627	31.0816	38.8520	1,210.60	63,167	31.8579	39.8224	1,240.90	64,748	32.6553	40.8191	1,271.90	66,365	33.4711	41.8388
Level 6	Step 1	1,218.70	63,589	32.0711	40.0888	1,249.20	65,181	32.8737	41.0921	1,280.40	66,809	33.6947	42.1184	1,312.40	68,478	34.5368	43.1711
	Step 2	1,285.20	67,059	33.8211	42.2763	1,317.30	68,734	34.6658	43.3322	1,350.20	70,451	35.5316	44.4145	1,384.00	72,214	36.4211	45.5263
	Step 3	1,351.60	70,524	35.5684	44.4605	1,385.40	72,287	36.4579	45.5724	1,420.00	74,093	37.3684	46.7105	1,455.50	75,945	38.3026	47.8783
	Step 4	1,419.10	74,046	37.3447	46.6809	1,454.60	75,898	38.2789	47.8487	1,491.00	77,797	39.2368	49.0461	1,528.30	79,744	40.2184	50.2730
	Step 5	1,483.80	77,422	39.0474	48.8092	1,520.90	79,358	40.0237	50.0296	1,558.90	81,340	41.0237	51.2796	1,597.90	83,375	42.0500	52.5625
Level 7	Step 1	1,503.30	78,439	39.5605	49.4507	1,540.90	80,401	40.5500	50.6875	1,579.40	82,410	41.5632	51.9539	1,618.90	84,471	42.6026	53.2533
	Step 2	1,530.90	79,879	40.2868	50.3586	1,569.20	81,878	41.2947	51.6184	1,608.40	83,923	42.3263	52.9079	1,648.60	86,021	43.3842	54.2303
	Step 3	1,558.80	81,335	41.0211	51.2763	1,597.80	83,370	42.0474	52.5592	1,637.70	85,452	43.0974	53.8717	1,678.60	87,586	44.1737	55.2171
	Step 4	1,586.50	82,780	41.7500	52.1875	1,626.20	84,852	42.7947	53.4934	1,666.90	86,976	43.8658	54.8322	1,708.60	89,151	44.9632	56.2039
	Step 5	1,614.20	84,226	42.4789	53.0987	1,654.60	86,334	43.5421	54.4276	1,696.00	88,494	44.6316	55.7895	1,738.40	90,706	45.7474	57.1842

**School Officers Allowances**

	Weekly				Weekly				Weekly				Weekly			
Qualifications	36.60				37.50				38.40				39.40			
First Aid	15.80				16.20				16.60				17.00			
Specialised Care	15.80				16.20				16.60				17.00			
Special Projects	40.40				41.40				42.40				43.50			

Note: The Specialised Care Allowance shall not be varied to reflect part-time hours.

**Schedule 1F Services Staff****Schedule 1F (i) Services Staff**

Level		From First Full Pay Period on or after 1 January 2017				From First Full Pay Period on or after 1 May 2017				From First Full Pay Period on or after 1 May 2018			
		2.5% or \$24.40 per week (whichever is greater)				2.5% or \$25.00 per week (whichever is greater)				2.5% or \$25.60 per week (whichever is greater)			
		Per Week	Per Annum	Per Hour	Casual	Per Week	Per Annum	Per Hour	Casual	Per Week	Per Annum	Per Hour	Casual
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Level 0	1	841.00	43,882	22.1316	27.6645	866.00	45,186	22.7895	28.4869	891.60	46,522	23.4632	29.3290
	2	846.90	44,190	22.2868	27.8585	871.90	45,494	22.9447	28.6809	897.50	46,830	23.6184	29.5230
	3	852.80	44,497	22.4421	28.0526	877.80	45,802	23.1000	28.8750	903.40	47,138	23.7737	29.7171
Level 1													
	1	889.70	46,423	23.4132	29.2665	914.70	47,727	24.0711	30.0889	940.30	49,063	24.7447	30.9309
	2	902.00	47,065	23.7368	29.6710	927.00	48,369	24.3947	30.4934	952.60	49,705	25.0684	31.3355
	3	914.10	47,696	24.0553	30.0691	939.10	49,000	24.7132	30.8915	964.70	50,336	25.3868	31.7335
	4	926.40	48,338	24.3789	30.4736	951.40	49,642	25.0368	31.2960	977.00	50,978	25.7105	32.1381
Level 2													
	1	938.80	48,985	24.7053	30.8816	963.80	50,289	25.3632	31.7040	989.40	51,625	26.0368	32.5460
	2	956.30	49,898	25.1658	31.4573	981.30	51,202	25.8237	32.2796	1,006.90	52,538	26.4974	33.1218
	3	964.40	50,320	25.3789	31.7236	989.40	51,625	26.0368	32.5460	1,015.00	52,961	26.7105	33.3881
Level 3													
	1	964.40	50,320	25.3789	31.7236	989.40	51,625	26.0368	32.5460	1,015.00	52,961	26.7105	33.3881
	2	1,000.20	52,188	26.3211	32.9014	1,025.20	53,493	26.9789	33.7236	1,050.80	54,829	27.6526	34.5658
	3	1,016.70	53,049	26.7553	33.4441	1,042.10	54,375	27.4237	34.2796	1,068.20	55,737	28.1105	35.1381
	4	1,042.50	54,396	27.4342	34.2928	1,068.60	55,757	28.1211	35.1514	1,095.30	57,151	28.8237	36.0296
Level 4													
	1	1,082.60	56,488	28.4895	35.6119	1,109.70	57,902	29.2026	36.5033	1,137.40	59,347	29.9316	37.4145
	2	1,088.00	56,770	28.6316	35.7895	1,115.20	58,189	29.3474	36.6843	1,143.10	59,645	30.0816	37.6020
	3	1,116.60	58,262	29.3842	36.7303	1,144.50	59,718	30.1184	37.6480	1,173.10	61,210	30.8711	38.5889

**Schedule 1F (ii) Services Staff Allowances**

	From First Full Pay Period on or after 1 January 2017				From First Full Pay Period on or after 1 May 2017				From First Full Pay Period on or after 1 May 2018			
	2.5% Increase				2.5% Increase				2.5% Increase			
	\$ Per Week				\$ Per Week				\$ Per Week			
Distributing Fertilizer or Spraying	1.62				1.66				1.70			
Toilet Cleaning	9.26				9.49				9.73			
First Aid Attendant	17.23				17.66				18.10			
Uniforms	18.29				18.75				19.22			
<b>Tool allowances</b>												
Carpenter and/or Joiner	25.95				26.60				27.27			
Plumber	25.95				26.60				27.27			
Plasterer and Tiler	21.43				21.97				22.52			
Bricklayer	18.39				18.85				19.32			
Waterproofer	10.09				10.34				10.60			
Signwriter, Painter, Glazier	6.20				6.36				6.52			
Licensed Drainer	6.20				6.36				6.52			
<b>Building and Maintenance Allowances</b>	<b>\$ Per Day</b>				<b>\$ Per Day</b>				<b>\$ Per Day</b>			
In charge of not more than 1 person	3.58				3.67				3.76			
In charge of 2 and not more than 5 persons	7.87				8.07				8.27			
In charge of 6 and not more than 10 persons	9.90				10.15				10.40			
In charge of more than 10 persons	13.17				13.50				13.84			
<b>Leading Hand Plumber</b>												
In charge of less than two (2)	4.70				4.82				4.94			
In charge of 2 to 4 employees	7.13				7.31				7.49			
In charge of 4 or more employees	10.05				10.30				10.56			
<b>Labourers mixing wet concrete or compo</b>	0.53				0.54				0.55			
<b>Explosive powered tools</b>	1.40				1.44				1.48			
<b>Work in excessive heat</b>	<b>\$ Per Hour</b>				<b>\$ Per Hour</b>				<b>\$ Per Hour</b>			
46-54 degrees celsius	0.6015				0.6165				0.6319			
Exceeding 54 degrees celsius	0.7328				0.7511				0.7699			
<b>Asbestos</b>	0.7270				0.7452				0.7638			
Asbestos Eradication	1.9439				1.9925				2.0423			
Dirty work	0.6015				0.6165				0.6319			
Certificate allowance	0.6015				0.6165				0.6319			

**Schedule 1F (iii) Services Staff – Traineeships and School-Based Traineeships**  
(Schedule 13 – Attachment 1)

	Paid on the first full pay period on or after 1 January 2017			Paid on the first full pay period on or after 1 May 2017			Paid on the first full pay period on or after 1 May 2018		
	2.50%			2.50%			2.50%		
	Highest year of schooling completed			Highest year of schooling completed			Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week	Year 10 per week	Year 11 per week	Year 12 per week	Year 10 per week	Year 11 per week	Year 12 per week
A.5.1 (a) - Wage Level A	\$	\$	\$	\$	\$	\$	\$	\$	\$
School leaver	302.50	333.10	396.90	310.10	341.40	406.80	317.90	349.90	417.00
Plus 1 year out of school	333.10	396.90	461.90	341.40	406.80	473.40	349.90	417.00	485.20
Plus 2 years out of school	396.90	461.90	537.50	406.80	473.40	550.90	417.00	485.20	564.70
Plus 3 years out of school	461.90	537.50	615.40	473.40	550.90	630.80	485.20	564.70	646.60
Plus 4 years out of school	537.50	615.40		550.90	630.80		564.70	646.60	
Plus 5 or more years out of school	615.40			630.80			646.60		

	Paid on the first full pay period on or after 1 January 2017			Paid on the first full pay period on or after 1 May 2017			Paid on the first full pay period on or after 1 May 2018		
	2.50%			2.50%			2.50%		
	Highest year of schooling completed			Highest year of schooling completed			Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week	Year 10 per week	Year 11 per week	Year 12 per week	Year 10 per week	Year 11 per week	Year 12 per week
A.5.1 (b) - Wage Level B	\$	\$	\$	\$	\$	\$	\$	\$	\$
School leaver	302.50	333.10	386.20	310.10	341.40	395.90	317.90	349.90	405.80
Plus 1 year out of school	333.10	386.20	444.20	341.40	395.90	455.30	349.90	405.80	466.70
Plus 2 years out of school	386.20	444.20	520.90	395.90	455.30	533.90	405.80	466.70	547.20
Plus 3 years out of school	444.20	520.90	594.20	455.30	533.90	609.10	466.70	547.20	624.30
Plus 4 years out of school	520.90	594.20		533.90	609.10		547.20	624.30	
Plus 5 or more years out of school	594.20			609.10			624.30		

	Paid on the first full pay period on or after 1 January 2017			Paid on the first full pay period on or after 1 May 2017			Paid on the first full pay period on or after 1 May 2018		
	2.50%			2.50%			2.50%		
	Highest year of schooling completed			Highest year of schooling completed			Highest year of schooling completed		
	Year 16 per week	Year 17 per week	Year 18 per week	Year 19 per week	Year 20 per week	Year 21 per week	Year 22 per week	Year 23 per week	Year 24 per week
A.5.1 (c) - Wage Level C	\$	\$	\$	\$	\$	\$	\$	\$	\$
School leaver	302.50	333.10	386.20	310.10	341.40	395.90	317.90	349.90	405.80
Plus 1 year out of school	333.10	386.20	434.70	341.40	395.90	445.60	349.90	405.80	456.70
Plus 2 years out of school	386.20	434.70	485.60	395.90	445.60	497.70	405.80	456.70	510.10
Plus 3 years out of school	434.70	485.60	541.10	445.60	497.70	554.60	456.70	510.10	568.50
Plus 4 years out of school	485.60	541.10		497.70	554.60		510.10	568.50	
Plus 5 or more years out of school	541.10			554.60			568.50		

	Paid on the first full pay period on or after 1 January 2017		Paid on the first full pay period on or after 1 May 2017		Paid on the first full pay period on or after 1 May 2018	
	First year of traineeship	Second and subsequent years of traineeship	First year of traineeship	Second and subsequent years of traineeship	First year of traineeship	Second and subsequent years of traineeship
	per week	per week	per week	per week	per week	per week
A.5.1 (d) - AQF Certificate IV Traineeships	\$	\$	\$	\$	\$	\$
Wage level						
Wage Level A	639.10	663.90	655.10	680.50	671.50	697.50
Wage Level B	616.60	640.30	632.00	656.30	647.80	672.70
Wage Level C	561.20	582.40	575.20	597.00	589.60	611.90

<b>A.5.2 (a) - Wage Level A</b>	Paid on the first full pay period on or after 1 January 2017			Paid on the first full pay period on or after 1 May 2017			Paid on the first full pay period on or after 1 May 2018		
	2.50%			2.50%			2.50%		
	Highest year of schooling completed			Highest year of schooling completed			Highest year of schooling completed		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour
School leaver	\$ 9.95	\$ 10.97	\$ 13.06	\$ 10.20	\$ 11.24	\$ 13.39	\$ 10.46	\$ 11.52	\$ 13.72
Plus 1 year out of school	10.97	13.06	15.20	11.24	13.39	15.58	11.52	13.72	15.97
Plus 2 years out of school	13.06	15.20	17.68	13.39	15.58	18.12	13.72	15.97	18.57
Plus 3 years out of school	15.20	17.68	20.23	15.58	18.12	20.74	15.97	18.57	21.26
Plus 4 years out of school	17.68	20.23		18.12	20.74		18.57	21.26	
Plus 5 or more years out of school	20.23			20.74			21.26		

<b>A.5.2 (b) - Wage Level B</b>	Paid on the first full pay period on or after 1 January 2017			Paid on the first full pay period on or after 1 May 2017			Paid on the first full pay period on or after 1 May 2018		
	2.50%			2.50%			2.50%		
	Highest year of schooling completed			Highest year of schooling completed			Highest year of schooling completed		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour
School leaver	\$ 9.95	\$ 10.97	\$ 12.71	\$ 10.20	\$ 11.24	\$ 13.03	\$ 10.46	\$ 11.52	\$ 13.36
Plus 1 year out of school	10.97	12.71	14.62	11.24	13.03	14.99	11.52	13.36	15.36
Plus 2 years out of school	12.71	14.62	17.15	13.03	14.99	17.58	13.36	15.36	18.02
Plus 3 years out of school	14.62	17.15	19.56	14.99	17.58	20.05	15.36	18.02	20.55
Plus 4 years out of school	17.15	19.56		17.58	20.05		18.02	20.55	
Plus 5 or more years out of school	19.56			20.05			20.55		

<b>A.5.2 (c) - Wage Level C</b>	Paid on the first full pay period on or after 1 January 2017			Paid on the first full pay period on or after 1 May 2017			Paid on the first full pay period on or after 1 May 2018		
	2.50%			2.50%			2.50%		
	Highest year of schooling completed			Highest year of schooling completed			Highest year of schooling completed		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour
School leaver	\$ 9.95	\$ 10.97	\$ 12.71	\$ 10.20	\$ 11.24	\$ 13.03	\$ 10.46	\$ 11.52	\$ 13.36
Plus 1 year out of school	10.97	12.71	14.30	11.24	13.03	14.66	11.52	13.36	15.03
Plus 2 years out of school	12.71	14.30	15.97	13.03	14.66	16.37	13.36	15.03	16.78
Plus 3 years out of school	14.30	15.97	17.79	14.66	16.37	18.23	15.03	16.78	18.69
Plus 4 years out of school	15.97	17.79		16.37	18.23		16.78	18.69	
Plus 5 or more years out of school	17.79			18.23			18.69		

<b>A.5.2 (d) - School Based Traineeships</b>	Paid on the first full pay period on or after 1 January 2017		Paid on the first full pay period on or after 1 May 2017		Paid on the first full pay period on or after 1 May 2018	
	2.50%		2.50%		2.50%	
	Year of schooling		Year of schooling		Year of schooling	
	Year 11 or lower	Year 12	Year 11 or lower	Year 12	Year 11 or lower	Year 12
	per hour	per hour	per hour	per hour	per hour	per hour
	\$ 9.95	\$ 10.97	\$ 10.20	\$ 11.24	\$ 10.46	\$ 11.52

<b>A.5.2 (e) - AQF Certificate IV Traineeships</b>	Paid on the first full pay period on or after 1 January 2017		Paid on the first full pay period on or after 1 May 2017		Paid on the first full pay period on or after 1 May 2018	
	2.50%		2.50%		2.50%	
	First year of traineeship	Second and subsequent years of traineeship	First year of traineeship	Second and subsequent years of traineeship	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour	per hour	per hour	per hour	per hour
	\$	\$	\$	\$	\$	\$
Wage Level A	21.02	21.84	21.55	22.39	22.09	22.95
Wage Level B	20.26	21.05	20.77	21.58	21.29	22.12
Wage Level C	18.46	19.17	18.92	19.65	19.39	20.14

**Schedule 1G Boarding House Supervision Staff****Table 1 Minimum Rates of Pay**

Classification	From the First Full Pay Period on or after 1 January 2017				From the First Full Pay Period on or after 1 May 2017				From the First Full Pay Period on or after 1 May 2018			
					2.5% or \$25.00 per week (whichever is greater)				2.5% or \$25.60 per week (whichever is greater)			
	Per Week	Per Annum	Per Hour	Casual	Per Week	Per Annum	Per Hour	Casual	Per Week	Per Annum	Per Hour	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Assistant Supervisor	894.70	46,684	23.5447	29.4309	919.70	47,988	24.2026	30.2533	945.30	49,324	24.8763	31.0954
Boarding Supervisor	940.10	49,054	24.7395	30.9244	965.10	50,357	25.3974	31.7468	990.70	51,693	26.0711	32.5889
Boarding Supervisor Qualified	979.50	51,108	25.7763	32.2204	1,004.50	52,413	26.4342	33.0428	1,030.10	53,749	27.1079	33.8849
Senior Supervisor	1,058.60	55,235	27.8579	34.8224	1,085.10	56,618	28.5553	35.6941	1,112.20	58,032	29.2684	36.5855

Allowances	From the First Full Pay Period on or after 1 January 2017	From the First Full Pay Period on or after 1 May 2017	From the First Full Pay Period on or after 1 May 2018
	\$ Per Occasion	\$ Per Occasion	\$ Per Occasion
Sleepover (Schedule 14, clause S14.8.5)	50.00	51.25	52.53

**Table 2 Aspirational Rates of Pay**

Classification	From the First Full Pay Period on or after 1 January 2017				From the First Full Pay Period on or after 1 May 2017				From the First Full Pay Period on or after 1 May 2018			
					2.5% or \$25.00 per week (whichever is greater)				2.5% or \$25.60 per week (whichever is greater)			
	Per Week	Per Annum	Per Hour	Casual	Per Week	Per Annum	Per Hour	Casual	Per Week	Per Annum	Per Hour	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Assistant Supervisor	1,018.80	53,158	26.8105	33.5131	1,044.30	54,489	27.4816	34.352	1,070.40	55,851	28.1684	35.2105
Boarding Supervisor	1,081.50	56,429	28.4605	35.5756	1,108.50	57,839	29.1711	36.4639	1,136.20	59,285	29.9000	37.3750
Boarding Supervisor Qualified	1,175.60	61,339	30.9368	38.6710	1,205.00	62,874	31.7105	39.6381	1,235.10	64,445	32.5026	40.6283
Senior Supervisor	1,255.60	65,516	33.0421	41.3026	1,287.00	67,153	33.8684	42.3355	1,319.20	68,833	34.7158	43.3948

Allowances	From the First Full Pay Period on or after 1 January 2017	From the First Full Pay Period on or after 1 May 2017	From the First Full Pay Period on or after 1 May 2018
	\$ Per Occasion	\$ Per Occasion	\$ Per Occasion
Sleepover (Schedule 14, clause S14.8.5)	50.00	51.25	52.53

**Schedule 1H Children's Services Employees**

		From First Full Pay Period on or after 1 May 2015				From First Full Pay Period on or after 1 May 2016				From First Full Pay Period on or after 1 May 2017				From First Full Pay Period on or after 1 May 2018			
		2.5% or \$23.80 per week (whichever is greater)				2.5% or \$24.40 per week (whichever is greater)				2.5% or \$25.00 per week (whichever is greater)				2.5% or \$25.60 per week (whichever is greater)			
		Weekly	Annual	Hourly	Casual	Weekly	Annual	Hourly	Casual	Weekly	Annual	Hourly	Casual	Weekly	Annual	Hourly	Casual
Classification		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Assistant CCW Unqualified	Year 1	821.80	42,880	21.6263	27.0329	846.20	44,153	22.2684	27.8355	871.20	45,457	22.9263	28.6579	896.80	46,793	23.6000	29.5000
	Year 2	858.20	44,779	22.5842	28.2303	882.60	46,052	23.2263	29.0329	907.60	47,357	23.8842	29.8553	933.20	48,693	24.5579	30.6974
	Year 3	873.30	45,567	22.9816	28.7270	897.70	46,840	23.6237	29.5296	922.70	48,145	24.2816	30.3520	948.30	49,480	24.9553	31.1941
Assistant CCW Qualified	Year 1	911.70	47,571	23.9921	29.9901	936.10	48,844	24.6342	30.7928	961.10	50,148	25.2921	31.6151	986.70	51,484	25.9658	32.4572
	Year 2	937.00	48,891	24.6579	30.8224	961.40	50,164	25.3000	31.6250	986.40	51,468	25.9579	32.4474	1,012.00	52,804	26.6316	33.2895
	Year 3	961.20	50,153	25.2947	31.6184	985.60	51,427	25.9368	32.4211	1,010.60	52,731	26.5947	33.2434	1,036.20	54,067	27.2684	34.0855
Assistant Coordinator Qualified Large Service	Year 1	991.90	51,755	26.1026	32.6283	1,016.70	53,049	26.7553	33.4441	1,042.10	54,375	27.4237	34.2796	1,068.20	55,737	28.1105	35.1382
	Year 2	1,006.70	52,528	26.4921	33.1151	1,031.90	53,842	27.1553	33.9441	1,057.70	55,189	27.8342	34.7928	1,084.10	56,566	28.5289	35.6612
Coordinator Unqualified	Year 1	991.90	51,755	26.1026	32.6283	1,016.70	53,049	26.7553	33.4441	1,042.10	54,375	27.4237	34.2796	1,068.20	55,737	28.1105	35.1382
	Year 2	1,006.70	52,528	26.4921	33.1151	1,031.90	53,842	27.1553	33.9441	1,057.70	55,189	27.8342	34.7928	1,084.10	56,566	28.5289	35.6612
	Year 3	1,031.50	53,822	27.1447	33.9309	1,057.30	55,168	27.8237	34.7796	1,083.70	56,545	28.5184	35.6480	1,110.80	57,959	29.2316	36.5395
Coordinator Qualified Small Service	Year 1	1,065.40	55,590	28.0368	35.0461	1,092.00	56,978	28.7368	35.9211	1,119.30	58,403	29.4553	36.8191	1,147.30	59,864	30.1921	37.7401
	Year 2	1,081.80	56,446	28.4684	35.5855	1,108.80	57,855	29.1789	36.4737	1,136.50	59,300	29.9079	37.3849	1,164.90	60,782	30.6553	38.3191
Coordinator Qualified Large Service	Year 1	1,108.10	57,818	29.1605	36.4507	1,135.80	59,264	29.8895	37.3618	1,164.20	60,746	30.6368	38.2961	1,193.30	62,264	31.4026	39.2533
	Year 2	1,134.50	59,196	29.8553	37.3191	1,162.90	60,678	30.6026	38.2533	1,192.00	62,196	31.3684	39.2105	1,221.80	63,751	32.1526	40.1908
	Year 3	1,170.90	61,095	30.8132	38.5164	1,200.20	62,624	31.5842	39.4803	1,230.20	64,189	32.3737	40.4671	1,261.00	65,796	33.1842	41.4803
	Year 4	1,186.40	61,904	31.2211	39.0263	1,216.10	63,454	32.0026	40.0033	1,246.50	65,040	32.8026	41.0033	1,277.70	66,668	33.6237	42.0296

Allowances	Per Day				Per Day				Per Day				Per Day			
Broken Shift Allowance	11.41				11.70				11.99				12.29			

**Schedule 11 Nurses**

		From First Full Pay Period on or after 1 May 2015				From First Full Pay Period on or after 1 May 2016				From First Full Pay Period on or after 1 May 2017				From First Full Pay Period on or after 1 May 2018			
		2.5% or \$23.80 per week (whichever is greater)				2.5% or \$24.40 per week (whichever is greater)				2.5% or \$25.00 per week (whichever is greater)				2.5% or \$25.60 per week (whichever is greater)			
		Weekly	Annual	Hourly	Casual	Weekly	Annual	Hourly	Casual	Weekly	Annual	Hourly	Casual	Weekly	Annual	Hourly	Casual
Classification		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Enrolled Nurse		949.60	49,548	24.9895	31.2368	974.00	50,821	25.6316	32.0395	999.00	52,126	26.2895	32.8618	1,024.60	53,462	26.9632	33.7039
Registered Nurse Level 1	1st Year	1,043.50	54,448	27.4605	34.3257	1,069.60	55,810	28.1474	35.1842	1,096.30	57,203	28.8500	36.0625	1,123.70	58,632	29.5711	36.9638
	2nd Year	1,095.40	57,156	28.8263	36.0329	1,122.80	58,585	29.5474	36.9342	1,150.90	60,052	30.2868	37.8586	1,179.70	61,554	31.0447	38.8059
	3rd Year	1,147.90	59,895	30.2079	37.7599	1,176.60	61,393	30.9632	38.7039	1,206.00	62,927	31.7368	39.6711	1,236.20	64,502	32.5316	40.6645
	4th Year	1,199.70	62,598	31.5711	39.4638	1,229.70	64,163	32.3605	40.4507	1,260.40	65,765	33.1684	41.4605	1,291.90	67,409	33.9974	42.4967
Registered Nurse Level 2	1st Year	1,460.40	76,201	38.4316	48.0395	1,496.90	78,105	39.3921	49.2401	1,534.30	80,057	40.3763	50.4704	1,572.70	82,060	41.3868	51.7336
	2nd Year	1,494.90	78,001	39.3395	49.1743	1,532.30	79,952	40.3237	50.4046	1,570.60	81,951	41.3316	51.6645	1,609.90	84,001	42.3658	52.9572
	3rd Year	1,529.40	79,801	40.2474	50.3092	1,567.60	81,794	41.2526	51.5658	1,606.80	83,840	42.2842	52.8553	1,647.00	85,937	43.3421	54.1776
	4th Year	1,564.30	81,622	41.1658	51.4572	1,603.40	83,662	42.1947	52.7434	1,643.50	85,755	43.2500	54.0625	1,684.60	87,899	44.3316	55.4145
Registered Nurse Level 3	1st Year	1,629.60	85,029	42.8842	53.6053	1,670.30	87,153	43.9553	54.9441	1,712.10	89,334	45.0553	56.3191	1,754.90	91,567	46.1816	57.7270
	2nd Year	1,676.80	87,492	44.1263	55.1579	1,718.70	89,678	45.2289	56.5362	1,761.70	91,922	46.3605	57.9507	1,805.70	94,218	47.5184	59.3980
	3rd Year	1,707.70	89,104	44.9395	56.1743	1,750.40	91,332	46.0632	57.5789	1,794.20	93,618	47.2158	59.0197	1,839.10	95,961	48.3974	60.4967
	4th Year	1,746.90	91,150	45.9711	57.4638	1,790.60	93,430	47.1211	58.9013	1,835.40	95,768	48.3000	60.3750	1,881.30	98,162	49.5079	61.8849

Note: Nurses in receipt of wages in excess of those applicable to their classification will continue to receive those higher wages and have pay increases of 2.5% applied on 1 May 2015, 1 May 2016, 1 May 2017 and 1 May 2018.

**Schedule 1J      Divisional and District Allowances for Employees Other Than Teachers**

<b>Division and/or District</b>	<b>Adult Per Week \$</b>
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

These amounts are payable for all purposes of this Agreement.

**SCHEDULE 2 – TRANSITIONAL PROVISIONS (TEACHERS)**

This Schedule sets out transitional arrangements associated with the introduction of the new classifications and salary scale for teachers from 1 July 2018, and in the case of clause S2.3.7, transitional arrangements which applied to certain categories of teachers after 1 July 2017.

**S2.1 New classifications and scale – Four year trained teachers**

The classifications and salary scale for four year trained teachers from 1 July 2018 are:

4 year trained teachers	Graduate
	Proficient 1
	Proficient 2
	Proficient 3
	Proficient 4
	Proficient 5
	Proficient 6
	Proficient 7
	Proficient 8

**S2.2 New classifications and scale – Three year trained teachers**

The classifications and salary scale for three year trained teachers from 1 July 2018 are:

3 year trained teachers	Step 1
	Step 2
	Graduate
	Proficient 1
	Proficient 2
	Proficient 3
	Proficient 4
	Proficient 5
	Proficient 6
	Proficient 7
	Proficient 8

**S2.3 Old classifications and scale**

Prior to 1 July 2018 teachers were subject to the following provisions.

**S2.3.1 Teachers shall be classified according to the following table:**

3 year trained teachers	Step 1
	Step 2
	Step 3
	Step 4
4 year trained teachers	Graduate 1
	Graduate 2
	Proficient 1
	Proficient 2
	Proficient 3
	Experienced 1
	Experienced 2
	Experienced 3
	Experienced 4
	Experienced 5
	Experienced 6

**S2.3.2 Appointment and Incremental Progression – Four (4) Year Trained Teacher**

- (a) A 4 year trained teacher shall be appointed at Graduate 1.
- (b) A teacher admitted to the service as a 4 year trained teacher who has an approved bachelor's degree with first or second degree honours from a recognised university plus one year of teacher education or two (2) approved degrees from a recognised university plus one year of teacher education shall commence on the salary prescribed for Graduate 2.
- (c) Except as otherwise provided by this Agreement, progression from one salary step to a higher salary step shall be by annual increments to Experienced 5.
- (d) A teacher will progress to Experienced 6 after completion of two (2) years of satisfactory service at Experienced 5.

**S2.3.3 Definition - Four (4) Year Trained Teacher**

*"Four year trained teacher"* means a person appointed as a teacher who holds:

- (a) An approved degree from a recognised tertiary education institution; or
- (b) An approved equivalent tertiary qualification plus at least one year of teacher education; or
- (c) An approved equivalent tertiary qualification plus such other qualifications recognised by the employer as equivalent to one (1) year of teacher education.

**S2.3.4 Appointment and Incremental Progression – Three (3) Year Trained Teacher**

- (a) A three (3) year trained teacher shall be appointed at Step 1;
- (b) A three (3) year trained teacher shall progress from one salary step to a higher salary step by annual increment, up to Proficient 3;
- (c) A three (3) year trained teacher shall progress to Experienced 1 after completing one (1) year's service on Proficient 3; and
- (d) Except as otherwise provided by this Agreement, a three (3) year trained teacher shall progress from Experienced 1 to Experienced 6 by completing two (2) year's service on each of Experienced 1, 2, 3 and 4, and four (4) year's service at Experienced 5.

**S2.3.5 Incremental Progression – Three (3) Year Trained Teacher - Additional Qualifications**

- (a) A three (3) year trained teacher who successfully completes further tertiary study to achieve the status of four (4) year trained teacher shall, as from 1 January or 1 July whichever is the first following such completion, and upon production of satisfactory evidence thereof, have their appropriate salary step in clause 7.1.1 determined according to the following table:

<b>Salary Step – Clause 7.1.1</b>	<b>Salary Step – Clause 7.1.2</b>
Band 1 Step 1	Graduate 1
Band 1 Step 2	Graduate 2
Band 1 Step 3	Proficient 1
Band 1 Step 4	Proficient 2
Graduate 1	Proficient 3
Graduate 2	Experienced 1
Proficient 1	Experienced 2
Proficient 2	Experienced 3
Proficient 3	Experienced 4
Experienced 1	Experienced 5

<b>Salary Step – Clause 7.1.1</b>	<b>Salary Step – Clause 7.1.2</b>
Experienced 2 and above	Experienced 6

- (b) The arrangements contained in clause 7.1.5 (a) shall not alter the date at which a teacher progresses to the next salary step on the scale (the teacher's increment date) where applicable.

#### S2.3.6 Incremental Progression – Three (3) Year Trained Teacher - Professional Development

- (a) Notwithstanding the provisions of paragraph 7.1.4 (d), a 3 year trained teacher may apply for progression by annual increments from Experienced 1 to 6 subject to the following conditions:
- (i) completion of at least twelve (12) months service on Proficient 3;
  - (ii) participation in one hundred and fifty (150) hours of accredited professional development activities undertaken no earlier than 1 January 1990 to be achieved at an annual average rate of not less than thirty (30) hours (five (5) days) and to be undertaken outside the hours engaged in teaching; and
  - (iii) provision of a statement outlining the knowledge and skills acquired through participation in professional development.
- (b) Applications for progression identified in paragraph 7.1.6 (a) shall be made through the principal of the school and be subject to assessment and recommendation to the school authority by a panel consisting of:
- (i) a representative of the school authority;
  - (ii) a representative of the teacher seeking progression;
  - (iii) a representative jointly agreed to.
- (c) Applications for progression identified in paragraph 7.1.6 (a) shall include:
- (i) certification of participation in accredited professional development activities by activity providers; and
  - (ii) a brief statement on a standard agreed, outlining the additional knowledge and skills acquired and their application in the teacher's work.
- (d) No teacher shall be required to undergo classroom or other inspection for the purposes of certification.
- (e) The review panel identified in paragraph 7.1.6 (b) shall make a recommendation to the employing authority as to whether in its opinion the teacher has satisfied the eligibility criteria in clause 7.1.6 (a).
- (f) A teacher shall retain all rights under the Fair Work Act 2009 as amended or replaced from time to time.
- (g) A teacher who is assessed by the review panel as having satisfied the requirements contained in clause 7.1.6 (a) shall be entitled to progress to the next incremental pay step (Experienced 2 to 5 as appropriate) effective from their date of application or on the completion of twelve (12) months' service on their current incremental step (whichever is the later) and shall thereafter progress by annual increments to Experienced 5.

#### S2.3.7 Transitional Arrangements for Experienced 5 and 6

##### *Experienced 5*

Experienced 5 (The provisions of paragraphs (a) to (f) applied between 1 July 2017 and 30 June 2018)

- (a) The teacher classification of Experienced 5 commenced operation from 1 July 2017.

- (b) Teachers shall progress to Experienced 5 by annual increment as at, and from 1 July 2017, in accordance with clauses 7.1.2 and 7.1.4.
- (c) Teachers who, as at 1 July 2017, were classified as Experienced Teacher 5 shall be classified as Experienced 5 (and paid at the rate prescribed by Schedule 1) from that date.
- (d) Teachers who were classified as Experienced 4 and who have completed one year of satisfactory service at Experienced 4 shall transition to Experienced 5 as at, and from, 1 July 2017.
- (e) A teacher, appointed to employment covered by this Agreement on or after 1 July 2017, who is eligible to be appointed to Experienced 4, and who has completed nine (9) or more years as a practising teacher, will be appointed to Experienced 5.
- (f) So as to avoid doubt, it is recorded that the content of an Experienced Teacher 5 Action Plan (as provided by the previous Schedule 2, clause S2.3) will cease to have application on the anniversary date of the signing of the Action Plan which next occurs on or after 1 July 2017.

*The following example is provided to assist in the interpretation of paragraph S2.3.7 (f). A teacher appointed as an Experienced Teacher 5 from 1 January 2017 would have committed to an action plan for the period 1 January 2017 to 30 December 2017. The classification of Experienced Teacher 5 ceases to exist from 1 July 2017, hence the requirement for an action plan also ceases on that date. However, the teacher's action plan, existing at 1 July 2017, continues to have application until its anniversary date, which is 30 December 2017.*

Experienced 5 (The provisions of paragraphs (g) to (j) apply between 1 July 2018 and 30 June 2019)

- (g) The teacher classification of Proficient 7 shall commence operation from 1 July 2018.
- (h) Teachers shall progress to Proficient 7 by annual increment as at, and from 1 July 2018, in accordance with clauses 7.1.2 and 7.1.4.
- (i) Teachers who, as at 1 July 2018, are classified as Experienced 5 shall be classified as Proficient 7 (and paid at the rate prescribed by Schedule 1) on and from that date.
- (j) Teachers who are classified as Experienced 4 and who have completed one year of satisfactory service at Experienced 4 shall transition to Proficient 7 as at, and from 1 July 2018.

Experienced 5 (The provisions of paragraphs (k) and (l) apply on and from 1 July 2019)

- (k) Teachers who, as at 1 July 2019, are classified as Proficient 7 and have been classified as Proficient 7 for one year or more, shall progress to Proficient 8.
- (l) Teachers who are classified as Proficient 7 and who have completed one year of satisfactory service at Proficient 7, shall transition to Proficient 8 as at, and from 1 July 2019.

Experienced 6 (The provisions of paragraphs (m) to (r) applied between 1 July 2017 and 30 June 2018)

- (m) The teacher classification of Experienced 6 shall commenced operation from 1 July 2017.
- (n) Teachers with two or more years of service at Experienced Teacher 5 on 1 July 2017 progressed to Experienced 6 at that date.

- (o) Teachers who, subsequent to 1 July 2017, completed two years' service at Experienced Teacher 5 or Experienced 5 (or a combination thereof) shall progress to Experienced 6 on completion of such two years.
- (p) Teachers who, as at 1 July 2017, are classified as Experienced Teacher 6 shall be classified as Experienced 6 (and paid at the rate prescribed by Schedule 1) from that date.
- (q) All satisfactory service at Experienced Teacher 5 counts as service for the purpose of paragraphs 7.1.7 (o) and (p), regardless of when it occurred (occurs).
- (r) Teachers who:
  - (i) Were appointed to employment covered by this Agreement; and
  - (ii) Were eligible to be appointed to Experienced 4; and
  - (iii) Had complete a minimum of eleven (11) years' service as a teacher; and
  - (iv) Commence employment between 1 July 2017 and 30 June 2019,
 will be classified as Experienced 5/Proficient 7 and will progress to Proficient 8 on 1 July 2019.

Experienced 6 (The provisions of paragraphs (s) to (v) apply between 1 July 2018 and 30 June 2019)

- (s) The teacher classification of Proficient 8 shall commence operation from 1 July 2018.
- (t) Teachers with two years of service at Experienced Teacher 5 or Experienced 5 (or a combination thereof) shall progress to Proficient 8 either on the completion of such two years, or on 1 July 2019, whichever is the earlier.
- (u) Teachers who, as at 1 July 2018, are classified as Experienced 6 shall be classified as Proficient 8 (and paid at the rate prescribed by Schedule 1) from that date.
- (v) All satisfactory service at Experienced Teacher 5 or Experienced 5 (or a combination thereof) counts as service for the purpose of paragraphs 7.1.7 (i) and (j), regardless of when it occurred (occurs).

Experienced 6 (The provisions of paragraph (w) apply on and from 1 July 2019)

- (w) Teachers who, as at 1 July 2019 are classified at Proficient 7, will progress to Proficient 8 after one year of satisfactory service at Proficient 7 regardless of when that service was completed.

#### S2.3.8 Treatment of Teachers Who Have Held (or Hold) a Position of Leadership

- (a) Teachers who as at 1 July 2017:
  - (i) have attained Experienced 4; and
  - (ii) have been a practising teacher for a minimum of eleven (11) years; and
  - (iii) have held a position of leadership for one (1) or more years; and
  - (iv) cease in that position (for whatever reason),
 will be appointed to the Experienced 6 classification at the point of ceasing their leadership position.
- (b) Where a teacher is appointed to a position of leadership that teacher will be deemed to progress through the incremental steps as provided in clauses 7.1.2, 7.1.5 or 7.1.6 on the basis of their total years of service as a teacher. However, any leadership allowance will be paid consistent with clause S4.3.

**S2.3.9 Review**

- (a) Any anomalies which may arise from the application of the above classification clauses or the Transitional Arrangements shall, in the first instance, be the subject of negotiation between the relevant parties.
- (b) Where an agreement cannot be reached on the rectification of an anomaly, the matter will be processed through the grievance and dispute settling procedure in clause 2.4 of this Agreement.

**S2.4 Transition to the new classifications and scale for four year trained teachers**

S2.4.1 Four year trained teachers will transition to the new classifications and scale as of 1 July 2018 as follows:

<b>Classifications prior to 1 July 2018</b>	<b>Nominal wage rates for old classifications 1 July 2018</b>	<b>Classification s effective from 1 July 2018</b>	<b>Wage rates 1 July 2018</b>
Graduate 2	70,080	Graduate	\$70 080
Proficient 1	73,506	Proficient 1	\$73 506
Proficient 2	76,996	Proficient 2	\$76 996
Proficient 3	80,618	Proficient 3	\$80 618
Experienced 1	83,944		
Experienced 2	87,390	Proficient 4	\$87 390
Experienced 3	90,876	Proficient 5	\$90 876
Experienced 4	93,031	Proficient 6	\$93 031
Experienced 5	97,296	Proficient 7	\$97 296
Experienced 5	97,296		
Experienced 6	100,936	Proficient 8	\$100 936

S2.4.2 The principles underlying the transition in 2.4.1 are:

- (a) There will be no disadvantage to any teacher.
- (b) The transition will maintain the wages cost parameters of the 2015-2019 Collective Enterprise Agreement prior to the introduction of the new classifications where possible.
- (c) Within the (new) proficient scale, a teacher will not be at the same classification / remuneration level for more than one year. There is an exception to the one year progression provision relating to progression from Proficient 7 where, for a temporary period expiring on 30 June 2019, up to two years service will be required. (See Example 7 in clause S2.4.4)
- (d) The provisions of the 2015-2019 Collective Enterprise Agreement prior to the introduction of the new classifications will be maintained, except where varied by the translation provisions identified in this Schedule.

S2.4.3 Conditions applicable in the new classifications and scale

- (a) Teachers will only progress to Proficient 1 once they meet the requirements of full registration with the Queensland College of Teachers (QCT), as provided by clause 7.7.2 of this Agreement.
- (b) Teachers classified as Proficient 4 as at 30 June 2018 will have a new anniversary date of 1 July.

#### S2.4.4 Examples of transition

The following examples are identified to provide concrete examples of transition in certain circumstances. These examples provide enforceable interpretations of the circumstances described.

(a) Example 1

- (i) A teacher who commenced employment prior to 1 July 2018, and who is classified at Graduate 2 level as at 30 June 2018 (but has not yet gained full registration with the QCT), will transition to the *Graduate* level of the new scale and progress to *Proficient 1* after twelve months' teaching service.
- (ii) A teacher who commenced employment on or after 1 July 2018, and is classified as *Graduate*, will progress to *Proficient 1* on gaining full registration with the QCT.

(b) Example 2

A teacher who is classified at *Graduate 2* level as at 30 June 2018 and who has previously met the requirements for full registration with the QCT will transition to *Proficient 1* on the new scale, and will acquire a new anniversary date (1 July). They will then progress to *Proficient 2*, on 1 July 2019.

(c) Example 3

A teacher who is classified at *Proficient 1* as at 30 June 2018 will transition to *Proficient 1* on the new scale on 1 July and will then progress to *Proficient 2* on their anniversary date (which falls on or after 1 July 2018).

(d) Example 4

A teacher who is classified as *Proficient 3* as at 30 June 2018, will transition to *Proficient 3*, and will progress to *Proficient 4* on their anniversary date (which falls on or after 1 July 2018).

(e) Example 5

A teacher who is classified at *Experienced 1* as at 30 June 2018 will transition to *Proficient 4* on 1 July 2018 and their anniversary date will be amended to be 1 July. They would remain on *Proficient 4* for one year (or equivalent for a part-time teacher) and then progress to *Proficient 5* on or after 1 July 2019.

(f) Example 6

A teacher who is classified as *Experienced 2* as at 30 June 2018 will transition to *Proficient 4* and then progresses to *Proficient 5* on their anniversary date (which falls on or after 1 July 2018).

(g) Example 7

- (i) A teacher who is classified as *Experienced 5* as at 30 June 2018 will transition to *Proficient 7*.
- (ii) A teacher who is classified as *Proficient 7* will progress to *Proficient 8* after they have served two years at *Experienced 5* and/or *Proficient 7*. So as to remove doubt, it is recorded that such two years service may include a combination service at *Experienced 5* (prior to 30 June 2018) and at *Proficient 7* (after 30 June 2018).
- (iii) A teacher who is classified at *Proficient 7* on 1 July 2019 shall progress to *Proficient 8* after one year of satisfactory service. So as to remove doubt, it is recorded that such one year of service will include service at *Proficient 7* prior to 1 July 2019.

- (iv) A teacher who attains the classification of Proficient 7 after 1 July 2019, shall progress to Proficient 8 after one year of satisfactory service.
- (v) For the purpose of this example a year of service will be deemed, for a teacher other than a full time teacher, to be 1,200 hours of service.

(h) Example 8

A teacher who is classified as *Experienced 6* as at 30 June 2018 will transition to *Proficient 8*.

## S2.5 Transition to the new classifications and scale for three year trained teachers

S2.5.1 Three year trained teachers will transition to the new classifications and scale as of 1 July 2018 as follows:

Classifications prior to 1 July 2018	Nominal wage rates for old classifications 1 July 2018	Classifications effective from 1 July 2018	Wage rates 1 July 2018
Step 1	58,424		
Step 2	60,041		
Step 3	62,058	Step 1	\$62,058
Step 4	64,187	Step 2	\$64,187
Graduate 2	70,080	Graduate	\$70 080
Proficient 1	73,506	Proficient 1	\$73 506
Proficient 2	76,996	Proficient 2	\$76 996
Proficient 3	80,618	Proficient 3	\$80 618
Experienced 1	83,944		
Experienced 2	87,390	Proficient 4	\$87 390
Experienced 3	90,876	Proficient 5	\$90 876
Experienced 4	93,031	Proficient 6	\$93 031
Experienced 5	97,296	Proficient 7	\$97 296
Experienced 5	97,296		
Experienced 6	100,936	Proficient 8	\$100 936

S2.5.2 The principles underlying the transition in 2.5.1 are:

- (a) There will be no disadvantage to any teacher.
- (b) The transition will maintain the wages cost parameters of the 2015-2019 Collective Enterprise Agreement prior to the introduction of the new classifications where possible.
- (c) Between Proficient 1 and Proficient 4 a teacher will not be at the same classification / remuneration level for more than one year. Between Proficient 4 and Proficient 8 a teacher will not be at the same classification/remuneration level for more than two years. There is an exception to the two year progression provision relating to progression from Proficient 7 where, for a temporary period expiring on 30 June 2019, up to four years service will be required. (See the Examples at clause S2.5.4) This principle is subject to clauses 7.1.4 and 7.1.5 of this Agreement.
- (d) The provisions of the 2015-2019 Collective Enterprise Agreement prior to the introduction of the new classifications will be maintained, except where varied by the translation provisions identified in this Schedule.

S2.5.3 Conditions applicable to the new classifications and scale

- (a) Teachers will only progress to Proficient 1 once they meet the requirements of full registration with the Queensland College of Teachers (QCT), as provided by clause 7.7.2 of this Agreement.

- (b) Teachers classified as Proficient 4 as at 30 June 2018 will have a new anniversary date of 1 July.

#### S2.5.4 Examples of transition

The examples set out at clause S2.3.4 also apply to a three year trained teacher, with the exception of examples 7 (ii) and 7 (iii). The provisions replacing 7 (ii) and 7 (iii) are shown at paragraphs (a) and (b) respectively below. The examples provide enforceable interpretations of the circumstances described.

- (a) A three year trained teacher who is classified as Proficient 7 will progress to Proficient 8 after they have served four years at Experienced 5 and/or Proficient 7. So as to remove doubt, it is recorded that such four years service may include a combination service at Experienced 5 (prior to 30 June 2018) and at Proficient 7 (after 30 June 2018). (This is subject to clauses 7.1.4 and 7.1.5 of this Agreement.)
- (b) A three year trained teacher who is classified at Proficient 7 on 1 July 2019 shall progress to Proficient 8 after two years of satisfactory service. So as to remove doubt, it is recorded that such two years of service will include service at Proficient 7 prior to 1 July 2019. (This is subject to clauses 7.1.4 and 7.1.5 of this Agreement.)

### **SCHEDULE 3 – EXPERIENCED TEACHER 6**

This Schedule was deleted, by agreement, effective from 30 June 2017.

**SCHEDULE 4 – POSITIONS OF MIDDLE LEADERSHIP IN RELIGIOUS INSTITUTE SCHOOLS****S4.1 Coverage**

Schedule 4 shall not apply to such persons who are in Holy Orders or are members of a recognised Religious Institute.

**S4.2 Operation**

S4.2.1 All appointments to the Positions of Leadership structure will be made under the provisions of this Schedule.

**S4.2.2 Purposes**

The parties to Schedule 4 recognise that Catholic schools are conducted for the purposes related to the Mission of the Catholic Church in addition to those purposes common to all schools in Queensland.

S4.2.3 It is therefore accepted that the leadership and management structures appropriate to Catholic schools will reflect both the nature and ethos or the values that derive from those purposes and take account of different educational needs without prejudice to principles of public accountability and equity.

S4.2.4 Schedule 4 provides Senior Leadership Positions and Middle Leadership Positions in Catholic schools that:

- (a) assure quality learning for students;
- (b) provide a satisfactory career path for teachers;
- (c) incorporate a Christian leadership model that is committed to the principle of collegiality and subsidiarity;
- (d) value responsibility for people and for processes;
- (e) support school staff pastorally;
- (f) maintain quality management and accountability;
- (g) encourage leadership and innovation;
- (h) contribute positively to the particular ethos of the school;
- (i) are determined in a fair manner; and
- (j) receive just remuneration.

**S4.3 How Allowances are paid**

S4.3 How Allowances are paid

S4.3.1 This clause (clause S4.3) will become operational from 1 July 2017.

S4.3.2 Where this Schedule provides for the payment of an allowance, the teacher concerned will receive the allowance added to the teacher's substantive rate of pay, but only up to (and including) the rate for Proficient 6.

S4.3.3 A teacher whose substantive rate of pay is Proficient 7 or Proficient 8, and who is appointed to a middle leader position, will receive either the Proficient 6 rate plus the applicable leadership allowance, or the Proficient 7 or Proficient 8 rate (as applicable), whichever is the greater.

## **S4.4 Definitions**

### **S4.4.1 Senior Leadership Positions**

Senior Leadership Positions howsoever designated include all appointments of teachers within the school who provide support to the principal in the senior leadership and management of the school.

### **S4.4.2 Middle Leadership Positions**

- (a) Middle Leadership Positions include all appointments of teachers within the school designated to provide support to the principal in the overall leadership and management of the school specifically in the areas of curriculum, pastoral care and other program or coordination responsibilities.
- (b) Provided that Senior and Middle Leadership Positions do not include those positions which would fill a minor co-ordinating role and which attract an allowance payment of less than one unit as defined.

### **S4.4.3 The difference between leadership and co-ordination is intrinsic to the accurate classification of Middle Leadership positions. Table 4 of this Schedule describes these in terms of application to various roles.**

- (a) '*Coordination*' describes the administrative tasks of organising people and/or things in order to make them work together effectively.
- (b) '*Leadership*' describes a wide range of responsibilities and skills, particularly the ability to guide, direct or influence people in achieving collective objectives. Leadership includes self-development; developing, engaging and inspiring others; thinking clearly; and delivering outcomes.
- (c) "*Unit*" represents \$2,387 as from 1 January 2015 (and will be subject to increases provided for in clause 4.1.1 and as prescribed in Schedule 1 of this Agreement) plus one (1) hour release time.

## **SENIOR LEADERSHIP**

### **S4.5 Appointment to Senior Leadership Positions in Secondary Schools**

- S4.5.1 Each person who accepts a position of Senior Leadership in a secondary school shall be appointed for an initial period for five (5) years with a further five (5) year appointment subject to a satisfactory performance review at the conclusion of the first five (5) years. The review/appraisal process shall be determined by the employing authority. That process will be based upon principles outlined in Schedule 7 (Review/Appraisal Process Principles) of this Agreement.
- S4.5.2 After the completion of an appointment period of ten (10) years, the employing authority may at its discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S4.5.1 above.
- S4.5.3 After the completion of an appointment period of ten (10) years and notwithstanding the foregoing clause S4.5.2, the employing authority may, by mutual agreement with the incumbent and subject to satisfactory appraisal, appoint the incumbent for a period of up to five (5) years. At the completion of this agreed period, the employing authority will advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S4.5 of this Schedule.

### **S4.6 Appointment to Senior Leadership Positions in Primary Schools**

Each person who accepts a position of assistant to the principal Religious education or assistant to the principal administration in a primary school shall be appointed on the same terms and conditions as set out in clause S4.5 of this Schedule.

**S4.7 Termination of Employment - Primary and Secondary**

- S4.7.1 Both the employee and employer shall have the right to terminate employment in positions occupied in accordance with Schedule 4.
- S4.7.2 In the case of a person categorised as a Senior Leader in accordance with clause S4.4.1, a minimum of three (3) months' notice is required by either party.
- S4.7.3 A person whose position is terminated in accordance with the terms of Schedule 4 shall continue to be employed as a teacher under the terms and conditions of this Agreement:
- Provided that, a person who occupies a position whose length of appointment is determined by clause S4.5 or S4.6 may be required to accept employment with the employing authority other than at the school where the previous position was held.
- S4.7.5 Clause S4.7 shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty who may be summarily dismissed without notice.

**S4.8 Allocation of Senior Leadership Positions**

- S4.8.1 Enrolment levels for the purpose of allocation of Senior Leadership Positions within bands as outlined in clause S4.10 and clause S4.11.5 of Schedule 4 shall be those taken from the Commonwealth School Census for the year prior to the operating year.
- S4.8.2 Notwithstanding the provisions of clause S4.5 and clause S4.6 of Schedule 4, in the event of a decrease below the enrolment required for the allocation of a Senior Leadership Position, the position shall continue for that year and for the following year and then shall cease to exist:
- Provided that the incumbent of the position whose appointment has terminated shall be granted continued employment with the employing authority as a teacher.
- S4.8.3 Notwithstanding the provisions of clause S4.5 and clause S4.6 of this Schedule, in the event of a decrease below or increase above the enrolment required for the current classification of a Senior Administration Leadership Position, the classification of the position will continue for that year and shall then be adjusted to the appropriate band at the beginning of the following year.

**S4.9 Positions of Senior Leadership – Secondary Schools**

- (a) One position of deputy principal shall be established in all secondary schools with an enrolment of less than 300 students.
- (b) Two positions of deputy principal shall be established in secondary schools with an enrolment in excess of 300 students.
- (c) Three positions of deputy principal shall be established in secondary schools with an enrolment in excess of 1,200 students.
- (d) Notwithstanding the provisions of clause S4.9 b the employing authority may, at its discretion, create two (2) Senior Leadership Positions in lieu of the second position of deputy principal in schools with an enrolment in excess of 300 students.
- (e) Notwithstanding the provisions of clause S4.9 (c) the employing authority may, at its discretion, create Senior Leadership Positions in lieu of the third position of deputy principal in schools with an enrolment in excess of 1,200 students.

**S4.10 Release Time Senior Leadership Positions – Secondary Schools**

- S4.10.1 The following table of release time from teaching duties shall apply to Senior Leadership Positions in secondary schools. The designated figure represents the proportion of the teaching load for which the appointee will be released. The teaching load is based on the maximum contact time in Schedule 5 (Hours of duty - Teachers).

**TABLE 1: Release Time for RI Secondary Senior Leadership**

<b>Enrolments</b>	<b>Senior Leadership Positions</b>	<b>Release Time (FTE)</b>	<b>Release time hours effective from January 2010 (weekly)</b>
<150	DP+APRE	0.6 +0.3	12.9 + 6.45
151-200	DP+APRE	0.6 +0.3	12.9 + 6.45
201-250	DP+APRE	0.6 +0.3	12.9 + 6.45
251-300	DP+APRE	0.6 +0.3	12.9 + 6.45
301-350	DP2	0.7	15.05 + 15.05
351-400	DP2	0.7	15.05 + 15.05
401-450	DP2	0.865	18.6 + 18.6
451-500	DP2	0.865	18.6 + 18.6
501-550	DP2	0.865	18.6 + 18.6
551-600	DP2	0.865	18.6 + 18.6
601-650	DP2	0.865	18.6 + 18.6
651-700	DP2	0.865	18.6 + 18.6
701-750	DP2	0.865	18.6 + 18.6
751-800	DP2	0.865	18.6 + 18.6
801-850	DP2	0.9	19.35 + 19.35
851-900	DP2	0.9	19.35 + 19.35
901-950	DP2	0.9	19.35 + 19.35
951-1000	DP2	0.9	19.35 + 19.35
1001-1050	DP2	0.9	19.35 + 19.35
1051-1100	DP2	0.9	19.35 + 19.35
1101-1150	DP2	0.9	19.35 + 19.35
1151-1200	DP2	0.9	19.35 + 19.35
1201-1250	DP3	0.9	19.35 + 19.35 + 19.35
1250-1300	DP3	0.9	19.35 + 19.35 + 19.35
1301-1350	DP3	0.9	19.35 + 19.35 + 19.35
1351-1450	DP3	0.9	19.35 + 19.35 + 19.35
1451-1500	DP3	0.9	19.35 + 19.35 + 19.35
1501+	DP4	0.9	19.35 +19.35 + 19.35 + 19.35

S4.10.2 Provision of additional release time beyond the above allocation may be taken from the general teaching provision of a school in accordance with local decision, subject to the terms and conditions of clause 7.8 and Schedule 5 (Hours of duty - Teachers) of this Agreement.

S4.10.3 Notwithstanding the provisions in the table above, a secondary deputy principal in any school may be expected to teach at least one subject line or class.

S4.10.4 In circumstances where the prescribed teaching time available is insufficient to teach one (1) class or subject line, the principal and deputy principal will prospectively discuss mechanisms so that the teaching can be undertaken and, on agreement, the mechanisms shall be appropriately recorded. Such mechanisms include the option to aggregate for periods up to one school term the senior administration leadership release time that will be used as allocated teaching time.

#### **S4.11 Remuneration and Release Time Positions of Senior Leadership - Primary Schools**

S4.11.1 A position of assistant to the principal Religious Education and a position of Assistant to the Principal Administration shall be established in schools with an enrolment of 451 or more students. The occupant of either of these positions may be required to deputise for the Principal in respect of short term absences.

S4.11.2 A position of Assistant to the Principal Religious Education or Religious Education Co-Ordinator shall be established in schools with an enrolment of 450 or fewer students.

S4.11.3 In schools of 450 or fewer students, a specific teacher shall be designated to deputise for the principal in respect of short term absences. Where the person deputising is not the Assistant to the

Principal Religious Education or Religious Education Co-ordinator, an allowance as prescribed in Schedule 1 of this Agreement.

S4.11.4 If REC/APRE does not deputise, the person appointed to deputise shall receive an allowance as prescribed in Schedule 1 of this Agreement.

S4.11.5 The following table outlines the minimum positions, annual allowance and weekly release time commensurate with school enrolments for Senior Leadership positions in primary schools.

The coordination time provisions allocated in the following table will be used to provide for the coordination and development of curriculum in primary schools.

**TABLE 2: RI Primary Schools - Senior Leadership**

Enrolment	Positions for Senior Leadership	Payment	Weekly Release Time Hours
<51	REC/APRE	Allowance	2
51-75	REC/APRE	Allowance	6
76-99	REC/APRE	Allowance	6
100-150	REC/APRE	Allowance	6
151-199	REC/APRE	Allowance	7.5
200-224	REC/APRE	Allowance	7.5
225-250	REC/APRE	Allowance	7.5
251-300	REC/APRE	Allowance	7.5
301-325	REC/APRE	Allowance	11
326-400	REC/APRE	Salaries	13.75
401-450	REC/APRE	Salaries	13.75
451-500	APRE + APA	Salaries	16.5
501-550	APRE + APA	Salaries	16.5
551-600	APRE + APA	Salaries	16.5
601-700	APRE + APA	Salaries	Full
701-799	APRE + APA	Salaries	Full
800-899	APRE + APA	Salaries	Full
900-949	APRE + APA	Salaries	Full
950-999	APRE+APA+AP	Salaries	Full
1000-1099	APRE+APA+AP	Salaries	Full
1100-1199	APRE+APA+AP	Salaries	Full
1200-1299	APRE+APA+AP+AP	Salaries	Full
1300-1399	APRE+APA+AP+AP	Salaries	Full
1400-1499	APRE+APA+AP+AP	Salaries	Full
1500+	APRE+APA+AP+AP	Salaries	Full

The salaries and allowances provided for in this table are as prescribed in Schedule 1 of this Agreement.

## **S4.12 Role Descriptions and Key Selection Criteria for Senior Leadership Positions**

### **S4.12.1 Role Descriptions**

Role Descriptions for all Senior Leadership Positions will be developed where they do not already exist. Such Role Descriptions may include statements similar to those below:

- (a) Contributions to the Mission/Ethos of the school or college

- (i) Participate in processes that contribute to the positive development of the school mission and ethos
  - (ii) Participate in processes that assist in the formation of school/college policies and practices
- (b) Learning and teaching
  - (i) Develop and maintain effective teaching
  - (ii) Implement quality pedagogies
  - (iii) Plan, implement and evaluate the nature of student's learning outcomes
  - (iv) Develop collaborative ways of improving teaching and learning in specialised subject areas
- (c) Information, communication and technology
  - (i) Establish policies relating to the use of information technologies for students and teachers
  - (ii) Monitor the implementation of the use of information technologies for students and teachers
  - (iii) Plan for the provision of suitable professional development
- (e) Accountability including student outcomes
  - (i) Become familiar with QCAA procedures and requirements relating to the programming and assessment
  - (ii) Develop and implement QCAA and school based programs
  - (iii) Plan for the provision of quality professional development for staff
- (e) Accountability to school community
  - (i) Ensure quality reporting programs are in place for students, parents and staff
  - (ii) Work collaboratively with the school administration to develop these reporting programs
- (f) Professional development
  - (i) Access quality professional development for staff
  - (ii) Develop collaboratively school based professional development
  - (iii) Encourage participation in professional associations or similar organisation
- (g) Management of staff and resources
  - (i) Work collaboratively with staff and administration to ensure appropriate allocation of classes
  - (ii) Establish effective budgeting and resource process
  - (iii) Ensure appropriate WHS procedures are established and monitored

#### S4.12.2 Key Selection Criteria

Key Selection Criteria will be developed where they do not exist currently. Such Key Selection Criteria could include:

- (a) Demonstrated commitment to the Catholic mission/ethos of the school/college
- (b) Demonstrated achievement in the learning and teaching aspects of school life
- (c) Ability to implement and use creatively a range of activities associated with information technology
- (d) Demonstrated understanding of curriculum development and QCAA and employing authority procedures

- (e) Ability to plan effectively and communicate an appropriate range of reporting processes
- (f) Demonstrated involvement and commitment to quality professional development
- (g) Ability to develop processes to manage staff and resources effectively and collaboratively

#### **S4.13 Recognition of Previous Service for the Position of Deputy Principal or Assistant to the Principal**

- S4.13.1 All previous service as a deputy principal or principal of a Catholic school shall be recognised in determining the appropriate salary level for the deputy principal. Such service as deputy principal or principal is recognised provided that there is not a break of continuous service exceeding twelve (12) months.
- S4.13.2 All service as an assistant to the principal, deputy principal or principal of a Catholic school shall be recognised in determining the appropriate salary level for the assistant to the principal. Such service as assistant to the principal, deputy principal or principal is recognised provided that there is not a break in continuous service exceeding twelve (12) months.
- S4.13.3 A break in continuous service of exceeding twelve (12) months or more may be recognised as service for purposes of allocation of salary level, if that break was for the purposes of professional development or some other purpose acceptable to the employing authority.

### **MIDDLE LEADERSHIP**

#### **S4.14 Appointment to Middle Leadership Positions in Secondary Schools**

- S4.14.1 Each person who accepts a Middle Leadership Position in a secondary school shall be appointed for an initial period of four (4) years. A further four (4) year appointment will be made subject to a continued designation of the position and a satisfactory performance review at the conclusion of the previous four (4) years.
- S4.14.2 The review/appraisal process shall be determined by the employing authority. That process will be based upon principles outlined in Schedule 7 (Review/Appraisal Process Principles) of this Agreement.
- S4.14.3 After the completion of an appointment period of eight (8) years, the employing authority may at its discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S4.14.1 of this Schedule.
- S4.14.4 Should an incumbent holding a position resign during a period of the contract, a fixed-term contract will be made for the balance of the current four (4) year period. Any subsequent appointment will be made in accordance with clause S4.14.1 of Schedule 4.

#### **S4.15 Appointment to Middle Leadership Positions - Primary Schools**

Each person who accepts a position of Religious Education Co-ordinator in a primary school shall be appointed on the same terms and conditions as set out in clause S4.14.

#### **S4.16 Termination of appointment as a Middle Leader in Primary and Secondary Schools**

- S4.16.1 Both the employee and employer shall have the right to terminate employment in positions occupied in accordance with Schedule 4.
- S4.16.2 In the case of a person categorised as a Middle Leader a minimum of one (1) month's notice is required by either party.
- S4.16.3 A person whose position is terminated in accordance with the terms of Schedule 4 shall continue to be employed as a teacher under the terms and conditions of this Agreement.

S4.16.4 Clause S4.16 shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty who may be summarily dismissed without notice.

#### **S4.17 Allowance and Release Time: Middle Leadership positions – Secondary**

S4.17.1 The following table outlines the maximum and minimum units available under the revised Middle Leadership structure operational from 1 January 2015, commensurate with school enrolments, for the provision of both allowance payments and release time in secondary schools.

**TABLE 3: Middle Leadership in RI Secondary Schools**

<b>ENROLMENT BAND</b>	<b>Number of hours to distribute over a year within the available dollars</b>		<b>Number of hours to distribute over a year within the available dollars</b>	
	<b>MIDDLE LEADERSHIP UNIT STRUCTURE MAXIMUM</b>	<b>MAXIMUM HOURS</b>	<b>MIDDLE LEADERSHIP UNIT STRUCTURE MINIMUM</b>	<b>MINIMUM HOURS</b>
< 150	21	207	17	169
151-200	21	207	17	169
201-250	21	207	17	169
251-300	31	310	27	272
301-350	31	310	31	310
351-400	42	417	38	376
401-450	43	423	40	394
451-500	54	530	48	479
501-550	54	530	50	498
551-600	66	652	61	601
601-650	67	662	62	610
651-700	79	779	73	727
701-750	79	779	73	727
751-800	91	902	86	849
801-850	94	930	88	873
851-900	104	1028	98	971
901-950	104	1028	98	971
951-1000	116	1150	110	1094
1001-1050	117	1159	111	1103
1051-1100	128	1272	123	1216
1101-1150	128	1272	123	1216
1151-1200	128	1272	123	1216
1201-1250	132	1305	126	1249
1251-1300	143	1418	137	1362
1301-1350	143	1418	137	1362
1351-1400	143	1418	137	1362
1401-1450	143	1418	137	1362
1451-1500	143	1418	137	1362
1501-1600	159	1578	154	1521
1601+	161	1591	155	1535

Enrolment levels for the purpose of allocation of Middle Leadership Positions within the above bands shall be those taken from the Commonwealth School Census for the year prior to the operating year.

#### S4.17.2 Value of Allowance and Release time from 1 January 2015

- (a) Middle Leadership allowance and release time is allocated in terms of units where the value of one (1) unit is \$2,387 annual allowance as at 1 January 2015 (and will be subject to increases provided for in clause 4.1.1 and as prescribed in Schedule 1 of this Agreement) plus one (1) hour release time per week.
- (b) There are five tier designations of Middle Leadership, with Tier 1 being further sub-divided as follows:
  - (i) Tier 1.1 is equivalent to two (2) units (or \$4,774 allowance and a minimum of two (2) hours release time per week);
  - (ii) Tier 1.2 is equivalent to three (3) units (or \$7,161 allowance and a minimum of three (3) hours release time per week);
  - (iii) Tier 2 is equivalent to four (4) units (or \$9,548 allowance and a minimum of four (4) hours release time per week);
  - (iv) Tier 3 is equivalent to six (6) units (or \$14,322 allowance and a minimum of six (6) hours release time per week);
  - (v) Tier 4 is equivalent to eight (8) units (or \$17,331 allowance and a minimum of eight hours thirty minutes (8.5 hours) release time per week);
  - (vi) Tier 5 is equivalent to ten (10) units (or \$17,331 allowance and a minimum of eleven point ninety-four (11.94) hours release time per week).
- (c) The Tier allowance listed in S4.17.2 (b) are as at 1 January 2015. The Tier allowances are subject to the increases as prescribed in Schedule 1 of this Agreement.

#### S4.17.3 Complexity Loading

- (a) A '*Complexity Loading*' of one (1) unit (that is \$2,387 + one (1) Hour, as at 1 July 2014) may apply to Middle Leader positions, where considered appropriate, without disturbing the appropriately designated classification tier as determined by the principal on advice from the School Consultative Committee.
- (b) Certain Tier 2, 3 and 4 Middle Leader positions may be determined eligible for the '*Complexity Loading*' where the release time may be considered inadequate for the requirements of the position, where the responsibilities of the position is at the upper end of the classification criteria or some other factor is present warranting additional consideration in annual allowance and release time applicable.

The '*Complexity Loading*' applies as follows:

- (i) Tier 2 attracts four (4) units. When a '*Complexity Loading*' of one (1) unit is applied, such position now attracts five (5) units in total. This equates to \$11,935 annual allowance and five (5) hours of weekly release time (rather than the usual \$9,548 and four (4) hours release time in normal circumstances).
- (ii) Tier 3 attracts six (6) units. When a '*Complexity Loading*' of one (1) unit is applied, such position now attracts seven (7) units in total. This equates to \$16,709 annual allowance and seven (7) hours of weekly release time (rather than the usual \$14,322 and six (6) hours release time in normal circumstances).
- (iii) Tier 4 attracts eight (8) units. When a '*Complexity Loading*' of one (1) unit is applied, such position now attracts nine (9) units in total. This equates to \$17,331 annual allowance and 10.23 hours of weekly release time (rather than the usual \$17,331 and eight (8) hours release time in normal circumstances). The application of the '*Complexity Loading*' differs slightly for Tier 4 positions, as the annual allowance should not exceed that applicable to a designated Tier 5 Middle Leader position. Instead, the additional unit of annual allowance is converted to time and added to the new time allowance of nine (9) hours.

- (iv) The relevant formula is \$2,387 (cost of a unit of allowance) multiplied by nine (9) units equals \$21,483; minus \$17,331 equals \$4,152. This total is then divided by \$3,371 (cost of a unit of release) equalling an additional 1.23 hours on top of nine (9) hours per week release time (or 10.23 hours per week in total).
- (d) The Tier allowance listed in S4.17.3 (c) are as at 1 January 2015. The Tier allowances are subject to the increases as prescribed in Schedule 1 of this Agreement.

#### S4.17.5 Additional Middle Leadership release time for allocation over the school year

- (a) In addition to the minimum release time designated for each Middle Leader Tier, as described above at S4.17.2 and S4.17.3, extra hours of Middle Leadership release are also available for allocation over a school year. Such additional release time shall be allocated to various Middle Leadership positions on either a weekly basis or at particular pressure points identified within the school year.
- (b) This additional release time is intended to enable the different needs of various Middle Leadership positions to be best supported. (For example, Middle Leadership Pastoral positions may require additional release time to be allocated on a weekly basis to enable more contact with students during school hours; while Middle Leadership Curriculum positions may require additional release time to be allocated ahead of a new work program being due).
- (c) Ten percent (10%) of the total Middle Leadership resources pool available to schools have been reserved for this purpose, prior to conversion to units.
- (d) The precise number of additional release hours that may be allocated to Middle Leadership positions over the school year for each school enrolment size, are detailed at Table 3 above.
- (e) Up to fifty percent (50%) of this flexible time may be converted into additional units for a school's Middle Leadership structure, should both the School Consultative Committee and the principal agree that this is desirable.
- (f) The School Consultative Committee shall consider, and make recommendation to the principal on the appropriate distribution of these additional hours of release to the various Middle Leadership positions, as part of their deliberations outlined in clauses S4.17.5 (g), S4.18 and S4.19 below.
- (g) In determining if additional release time for a Middle Leadership position from the quantum available is necessary, the following factors may be considered:
  - (i) the number of teachers needing to be led or co-ordinated
  - (ii) the number of subjects involved in any area of academic responsibility or number of Year levels under the Pastoral Leader
  - (iii) the number of students studying subject/KLA involved and their particular academic or pastoral needs
  - (iv) the structure of the school e.g. multiple campuses or 8-10 11-12, 8-12 or arrangements spanning primary and secondary, pastoral care structure
  - (v) school curriculum or pastoral initiatives
  - (vi) the overall level of resourcing of the area
  - (vii) other relevant factors
- (h) In suggesting additional release time, the SCC will also suggest whether this should be in the form of an additional allocation for each week of the school year or whether it should take the form of a bank of time to be accessed upon request by the Middle Leader and with the consent of the principal at times of particular need e.g. at beginning or end of a semester, at times when essential planning is required, etc.

**S4.18 School Consultative Committee – Secondary**

S4.18.1 The principal shall determine the appropriate middle leadership structure and release time for a secondary school. In determining this structure a consultative process involving the formation of a School Consultative Committee (SCC) will be followed.

S4.18.2 Membership of the School Consultative Committee shall include:

- (a) Two persons nominated by the employing authority/principal.
- (b) One union member elected by the school chapter of the IEUA.
- (c) One staff member elected by the teaching staff other than members of Senior Leadership.
- (d) It would be appropriate for the School Consultative Committee to determine a number of options for the middle leadership structure which take account of the current organisation and future needs of the school. Consultation by the whole Committee with the entire teaching staff is necessary, prior to any decisions being made.
- (e) Appropriate leadership and management provision shall be made for pastoral, academic and other program areas, designed to meet emerging needs of the contemporary secondary school. The employing authority in consultation with the School Consultative Committee will give consideration to the particular requirements of the school by first allocating up to twenty per cent (20%) of available points to the pastoral area. Academic and other needs including pastoral needs will be assessed in the context of the remaining available points.
- (f) A consultative process involving participation of the School Consultative Committee will be the vehicle by which the school's middle leadership structure will be reviewed each three (3) years or by local agreement. The detail and the form of such a review are to be negotiated between the parties.

**S4.19 Middle Leadership Structure**

S4.19.1 Consultation

- (a) The principal in a secondary school will inform the School Consultative Committee (SCC) on key considerations underpinning the development of a Middle Leadership structure, including:
  - (i) Educational vision;
  - (ii) Strategic directions;
  - (iii) Particular programs, emphases and needs of the school; and
  - (iv) Any government initiatives that may impact in the foreseeable future.

This fundamental first step ensures the appropriate opportunity for a high-level, engaged conversation between the principal as educational leader and the School Consultative Committee tasked with the development of the recommendations.

- (b) The School Consultative Committee and principal will consult with the whole teaching staff to further inform their deliberations.
- (c) The SCC will then make recommendations to the principal about the Middle Leadership structure for the school based on minimum available units, and any additional release time within the available flexible hours, appropriate for the structure they have suggested.
- (d) The principal, following consultation with the SCC, shall determine the Middle Leadership structure and any additional release allocations for each Middle Leader.
- (e) The final Middle Leadership structure will be widely published to teaching staff to enable all an opportunity to apply, where appropriate. Full details will include a list of all Middle

Leadership positions, existing appointments / vacancies, unit allocation, time release, financial allowance and flexible hours allocation.

An example of a table that may be used for this purpose is detailed below:

<b>Middle Leadership Position</b>	<b>Unit allocation</b>	<b>Weekly time release</b>	<b>Annual financial allowance</b>	<b>Flexible hours allocation</b>	<b>Name of existing appointee or 'position vacant'</b>

#### S4.19.2 Positions of Middle Leadership in Secondary Schools

- (a) The responsibilities of each tier and category of middle leadership position in secondary schools are detailed in Table 4.

This table further details criteria to guide the appropriate tier designation of each middle leadership position. There are five tiers of Middle Leader position, according to the level of responsibility, complexity and/or autonomy entailed in the particular role.

- (b) Responsibilities of Middle Leaders in secondary schools vary according to: type of position held; school size; school location; school complexity; school culture and community; school pedagogy; nature of student cohort; and the experience of the role holder.
- (c) Middle Leader Tier 1 is intended to be used only where straightforward coordination (rather than leadership) is required of a role. It may be most relevant for a less experienced teacher, a teacher new to Middle Leadership responsibility or in a very small school where a number of areas may be overseen by a designated member of Senior Leadership.

**Table 4: MIDDLE LEADERS IN CATHOLIC SECONDARY SCHOOLS**

<b>Table 4: MIDDLE LEADERS IN CATHOLIC SECONDARY SCHOOLS</b>			
<p><i>The following criteria shall be read in conjunction with S4.19.3 (a), (b) and (c) as relevant. The responsibilities of Middle Leaders in secondary schools vary according to:</i></p> <ul style="list-style-type: none"> <li>(i) the type of position held,</li> <li>(ii) the size of the school,</li> <li>(iii) the location of the school,</li> <li>(iv) school complexity ,</li> <li>(v) the school culture and community,</li> <li>(vi) school pedagogy,</li> <li>(vii) the nature of the student cohort, and</li> <li>(viii) the experience of the role-holder.</li> </ul> <p>In general, there are five (5) Tiers of Middle Leader described according to the level of responsibility entailed in the role.</p>			
<b>Tier</b>	<b>CURRICULUM LEADER</b>	<b>PASTORAL LEADER</b>	<b>PROGRAM LEADER</b>
<b>Middle Leader Tier 1</b>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the coordination of a curriculum area taught for between 1 and 30 hours (Tier 1.1) or between 1 and 55 hours (Tier 1.2) in a secondary school over an average five-day period and/or</li> <li>(b) the pastoral care of staff working within the designated curriculum area and/or</li> <li>(c) other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the coordination of pastoral care of up to 70 students (Tier 1.1) or between 70 and 120 students (Tier 1.2) and/or</li> <li>(b) the pastoral care of staff working within the designated pastoral area and/or</li> <li>(c) other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the Coordination of an identified program in the school and/or</li> <li>(b) the pastoral care of staff working within the designated area and/or</li> <li>(c) other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Middle Leader Tier 2</b>	<p>(a) the leadership of a curriculum area(s) taught for between 1 and 90 hours in a secondary school over an average five-day period,</p> <p>(b) the application of contemporary learning and teaching research to classroom practice through professional development of teachers engaged in the area(s) of curriculum responsibility,</p> <p>(c) supervision of teachers engaged in the area(s) of curriculum responsibility,</p> <p>(d) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</p> <p>(e) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</p> <p>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</p>	<p>(a) the leadership of the pastoral care of one year level of &gt; 120 students in a school or</p> <p>(b) pastoral care of several year levels in one section of a secondary school of &lt; 300 students and/or</p> <p>(c) supervision of teachers engaged in pastoral care within the area of pastoral responsibility and/or</p> <p>(d) induction of new teachers within the area of pastoral responsibility ( or supervision of induction where it is undertaken by another experienced teacher), and/or</p> <p>(e) pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or</p> <p>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</p>	<p>(a) the leadership of an identified program in a secondary school of &lt; 500 students and/or</p> <p>(b) supervising teachers engaged in the program throughout the school.</p> <p>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</p> <p>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</p> <p>(e) other appropriate duties as required by the Principal.</p>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Middle Leader Tier 3</b>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of designated curriculum areas taught for more than 90 hours in a secondary school over an average five-day period</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through professional development and supervision of staff engaged in these areas and/or</li> <li>(d) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(f) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>(g) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of pastoral care of a section of a school (e.g. senior school) of &gt; 300 students and/or</li> <li>(b) whole-school pastoral care of up to 500 students and/or</li> <li>(c) supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>(d) induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(e) pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of an identified program in a mid-sized secondary school (500 - 1000 students) or a school of special character (&lt; 400 students) and/or</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Middle Leader Tier 4</b>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in a secondary school of up to 1,000 students under the overall direction of Senior Leadership and/or</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development in a secondary school of up to 1,000 students and /or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership and/or</li> <li>(d) induction and mentoring of beginning teachers in a secondary school of up to 1,000 students and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the whole-school pastoral care of up to 1,000 students in a secondary school under the overall direction of Senior Leadership or</li> <li>(b) whole-school pastoral care of up to 400 students in a secondary school of special character under the overall direction of Senior Leadership and/or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership and/or</li> <li>(d) induction and mentoring of beginning teachers and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading a substantial identified program in a secondary school of up to 1,200 students or in a school of special character of up to 600 students under the overall direction of Senior Leadership and/or</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Middle Leader Tier 5</b>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in a secondary school of &gt; 1000 students or in a P-12, 4-12, 5-12 school of &gt; 1,500 students under the overall direction of Senior Leadership and/or</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development in a secondary school of &gt; 1,000 students or in a P-12, 4-12, 5-12 school of &gt; 1500 students and /or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(d) induction and mentoring of beginning teachers in a secondary school of &gt; 1,000 students or in a P-12, 4-12, 5-12 school of &gt; 1500 students and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the whole-school pastoral care of &gt; 1000 students in a secondary school under the overall direction of Senior Leadership or</li> <li>(b) whole-school pastoral care of &gt; 400 students in a secondary school of special character under the overall direction of Senior Leadership and/or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(d) induction and mentoring of beginning teachers in the school and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading a substantial identified program in a secondary school of &gt; 1,200 students or in a school of special character of &gt; 600 students under the overall direction of Senior Leadership and/or</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>

### S4.19.3 Middle Leadership Positions

#### (a) Curriculum Leaders

In establishing the appropriate Curriculum Middle Leadership structure, the School Consultative Committee shall take account of the following:

- (i) all academic subject areas within a school shall be led, managed and supervised by either a Curriculum Middle Leader or a member of the Senior Leadership Team;
- (ii) there shall be 5 tiers of designation;
- (iii) The School Consultative Committee will give consideration to the following factors, in addition to referring to the criteria at Table 4 above, when making recommendations as to the appropriate tier designation and additional flexible hours for each Middle Leader position:
  - (A) the number of teachers and other staff to be led or co-ordinated;
  - (B) the number and/or range of subjects involved in any area of academic responsibility;
  - (C) the number of students involved and their particular academic needs;
  - (D) amount of curriculum development required;
  - (E) other associated responsibilities (such as equipment maintenance, resource ordering, industry training and placement);
  - (F) the structure of the school e.g. multiple campuses or 11-12, 8-12 or arrangements spanning primary and secondary, pastoral care structure, school curriculum initiatives; and
  - (G) the overall level of resourcing of the area.
- (iv) the leader of a subject area or group of subject areas shall receive an allowance in addition to the salary payable under Schedule 1 of this Agreement and a minimum release time according to the prescribed criteria, as set out in Table 4.

#### (b) Pastoral Leaders

- (i) The appropriate designations, units, allowance and release time to be allocated, are determined by the principal following consultation with the School Consultative Committee.
- (ii) The occupants of these positions may be responsible for the welfare of groups of students whether structured by year groups, "houses" in schools or otherwise.
- (iii) In determining the appropriate tier classification to be recommended for Pastoral Leaders, the School Consultative Committee shall take account of the following factors:
  - (A) the pastoral care structure of the school e.g. vertical or Year level
  - (B) the number of students and teachers involved in the pastoral care structure
  - (C) the number of Year levels involved if structure is based on Year levels
  - (D) particular pastoral care needs peculiar to the school
  - (E) responsibility for outside school activities each of which is of more than four (4) days' duration e.g. camps
  - (F) other relevant factors.

#### (c) Program Leaders (or other) positions in response to emerging needs

- (i) The appropriate designations, allowance and release time to be allocated, are determined by the principal following consultation with the School Consultative Committee.
- (ii) In determining the appropriate allowances and release time to be recommended for these positions, the School Consultative Committee shall take account of the following factors:

- (A) impact of school initiatives
  - (B) the numbers of students and teachers involved in the program / activity
  - (C) the level of overall resourcing in a particular area e.g. technical support
  - (D) other relevant factors.
- (iii) The occupants of these positions shall be responsible for activities which may include, but are not limited to, vocational education and training or sports co-ordination.
  - (iv) The term of appointment to these positions may be varied according to need and be less than that provided in clause S4.14 of this Schedule. Such variation would be by consultation with the incumbent, the School Consultative Committee and the principal/employing authority.
- (d) Criteria guidelines for the appropriate designation of all middle leadership positions in secondary schools are described in Tables 5, 6 and 7.
  - (e) Except in exceptional circumstances, and by mutual agreement, a teacher should not hold more than one middle leadership position due to inherent workload pressures.

Where a teacher holds multiple Middle Leader roles, the sum of the annual financial allowances and weekly time release for each separate Middle Leader roles are due to the teacher.

In the special case where the combined annual financial allowance of the multiple Middle Leader roles would exceed the Tier 5 allowance, any monies above this maximum limit would be converted to additional weekly time release.

*For example, a teacher holding a Tier 1.2 (\$7,161 + three (3) hours) and a Tier 3 (\$14,322 + six (6) hours) Middle Leadership Position simultaneously would receive a minimum weekly release time of nine (9) hours and a maximum annual financial allowance of \$17,331. The balance of the annual financial allowance that would otherwise be due (\$4,152) is converted to an additional 1.23 hours of weekly release time (that is, \$4,152 divided by \$3,371 cost of a unit of release).*

#### S4.19.4 Release time allocations

- (a) A ten per cent (10%) flexibility level is permissible in allocating release time per position.

For example:

Position	Release time (min)	45 min periods	50 min periods	60 min periods	70 min periods
Tier 1.1	120	3	3	2	2
Tier 1.2	180	4	4	3	3
Tier 2	240	5	5	4	4
Tier 3	360	8	7	6	5
Tier 4	510	11	10	8	7
Tier 5	716	16	14	12	10

- (b) Middle Leader release time provided is from normal contact time.
- (c) Except in exceptional circumstances, time release should be provided in usable blocks of at least thirty (30) minutes.

#### S4.19.5 Role descriptions and key selection criteria for Middle Leaders – Secondary

(i) **Table 5: Curriculum Leaders**

<b>Table 5: CURRICULUM LEADERS IN SECONDARY SCHOOLS - RESPONSIBILITIES, ATTRIBUTES AND DUTIES</b>			
<p>The role of the Curriculum Leader is to support the mission of the school through leadership of the learning and teaching program. This involves developing appropriate curriculum in line with national, state and local requirements; ensuring that appropriate pedagogies are developed and implemented at all levels; ensuring the quality of student learning and the effectiveness of teacher practice through appropriate supervision; utilising thorough analysis of current data to inform decisions; developing appropriate partnerships within and outside of the school; and prudently administering available resources.</p>			
<b>Tier</b>	<b>CURRICULUM LEADER RESPONSIBILITIES</b>	<b>CURRICULUM LEADER ATTRIBUTES</b>	<b>TYPICAL DUTIES</b>
<b>Curriculum Leader Tier 1</b>	<p>The Curriculum Leader Tier 1 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) coordinating the designated curriculum area taught in the school and/or</li> <li>(b) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 1 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) understanding of and support for the ethos and mission of the school</li> <li>(b) ability to coordinate and manage a curriculum area</li> <li>(c) leadership potential - appropriate levels of vision, initiative, organisational and communication skill and ability to accept responsibility</li> <li>(d) success as a classroom teacher</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the development of work program(s) according to national, state and local requirements.</li> <li>(2) Coordinating assessment, moderation and reporting programs.</li> <li>(3) Managing financial and material resources within the area of responsibility including formulating of budgets and expending allocated funds.</li> <li>(4) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER RESPONSIBILITIES	CURRICULUM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Curriculum Leader Tier 2</b>	<p>The Curriculum Leader Tier 2 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of designated curriculum area(s) taught in the school</li> <li>(b) the application of contemporary learning and teaching research to classroom practice through professional development of teachers engaged in the area(s) of curriculum responsibility</li> <li>(c) supervision of teachers engaged in the area(s) of curriculum responsibility</li> <li>(d) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(e) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>The Curriculum Leader Tier 2 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond subject boundaries, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) success as a classroom teacher</li> <li>(d) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(e) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the development of work programs according to national, state and local requirements.</li> <li>(2) Coordination of assessment, moderation and reporting programs, and the keeping of appropriate records.</li> <li>(3) Keeping abreast of developments within the area of responsibility through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(4) Engaging in professional discourse with staff on an individual and departmental basis through regular meetings.</li> <li>(5) Supervising the quality of teaching practice through activities such as collegial planning, moderation, classroom observation, and facilitation of reflective teaching practice.</li> <li>(6) Supervising the quality of student learning through analysis of student performance data and addressing areas of concern through appropriate interventions.</li> <li>(7) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(8) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> <li>(9) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER RESPONSIBILITIES	CURRICULUM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Curriculum Leader Tier 3</b>	<p>The Curriculum Leader Tier 3 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall coordination of designated curriculum areas taught in the school</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through professional development and supervision of staff engaged in these areas and/or</li> <li>(c) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 3 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond subject boundaries, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) ability to analyse school curriculum data to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) success as a classroom teacher</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordination and/or development of work programs according to national, state and local requirements.</li> <li>(2) Coordination of assessment, moderation and reporting programs, and the keeping of appropriate records.</li> <li>(3) Keeping abreast of developments within the area of responsibility through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(4) Engaging in professional discourse with staff on an individual and departmental basis through regular meetings.</li> <li>(5) Supervising the quality of teaching practice through activities such as collegial planning, moderation, classroom observation, and facilitation of reflective teaching practice.</li> <li>(6) Supervising the quality of student learning through analysis of student performance data and addressing areas of concern through appropriate interventions.</li> <li>(7) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(8) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> <li>(9) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER RESPONSIBILITIES	CURRICULUM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Curriculum Leader Tier 4</b>	<p>The Curriculum Leader Tier 4 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in the school under the overall direction of Senior Leadership, and/or</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development and /or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(d) induction and mentoring of beginning teachers, and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 4 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic curriculum, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to analyse whole school educational data to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) ability to relate professionally to other staff members so as to provide a role model of the successful classroom teacher and to challenge inappropriate teaching practice</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas of effective learning and teaching practice</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Collaborating with other Curriculum Leaders, teaching staff and appropriate Senior Leadership personnel to review curriculum frameworks and plan future directions.</li> <li>(2) Keeping abreast of developments in the areas of contemporary curriculum, learning and teaching through on-going professional reading and research, and providing for the professional learning of the whole staff in line with these developments.</li> <li>(3) Managing the performance of teaching staff through on-going professional discourse, facilitation of reflective teaching practice, and formal and informal goal-setting and appraisal.</li> <li>(4) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Curriculum Leaders.</li> <li>(5) Supervising the quality of student learning throughout the school through analysis of student performance data (both internal and external) and addressing whole school areas of concern through appropriate interventions.</li> <li>(6) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with Senior Leadership in curriculum development.</li> <li>(7) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER RESPONSIBILITIES	CURRICULUM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Curriculum Leader Tier 5</b>	<p>The Curriculum Leader Tier 5 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in the school under the overall direction of Senior Leadership, and/or</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development and /or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(d) induction and mentoring of beginning teachers, and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 5 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic curriculum, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and communicate appropriately at all levels, and ability to foster cooperation and collegiality</li> <li>(c) ability to analyse whole school educational data to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) ability to relate professionally to other staff members so as to provide a role model of the successful classroom teacher and to challenge inappropriate teaching practice</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience, with particular emphasis on effective learning and teaching methodology</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Collaborating with other Curriculum Leaders, teaching staff and appropriate Senior Leadership personnel to review curriculum frameworks and plan future directions.</li> <li>(2) Keeping abreast of developments in the areas of contemporary curriculum, learning and teaching through on-going professional reading and research, and providing for the professional learning of the whole staff in line with these developments.</li> <li>(3) Managing the performance of teaching staff through on-going professional discourse, facilitation of reflective teaching practice, and formal and informal goal-setting and appraisal.</li> <li>(4) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Curriculum Leaders.</li> <li>(5) Supervising the quality of student learning throughout the school through analysis of student performance data (both internal and external) and addressing whole school areas of concern through appropriate interventions.</li> <li>(6) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with Senior Leadership in curriculum development.</li> <li>(7) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

**(ii) TABLE 6: Pastoral Leaders****Table 6: PASTORAL LEADERS IN SECONDARY SCHOOLS - RESPONSIBILITIES, ATTRIBUTES AND DUTIES**

The role of the Pastoral Leader is to support the mission of the school through leadership in the support of students as school and family community members. This involves developing and implementing effective pastoral practices which provide for students' welfare and coordinating the efforts of staff in students' holistic growth through ensuring that appropriate programs and processes are developed and followed at all levels to encourage students to embrace a way of living based on the values of the Gospel and to manage student behaviours which are contrary to this; ensuring the quality and effectiveness of teacher practice through appropriate supervision; developing partnerships with parents and carers and other appropriate partnerships within and outside of the school; and prudently administering available resources.

<b>Tier</b>	<b>PASTORAL LEADER RESPONSIBILITIES</b>	<b>PASTORAL LEADER ATTRIBUTES</b>	<b>TYPICAL DUTIES</b>
<b>Pastoral Leader Tier 1</b>	<p>The Pastoral Leader Tier 1 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) coordinating the pastoral care of the designated group of students.</li> <li>(b) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 1 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) understanding of and support for the ethos and mission of the school</li> <li>(b) ability to coordinate and manage</li> <li>(c) leadership potential - appropriate levels of vision, initiative, organisational and communication skill and ability to accept responsibility</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the behaviour of the student group in accord with the school's behaviour management policy and procedures.</li> <li>(3) Organising pastoral activities for the group including camps, retreats, etc.</li> <li>(4) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</li> <li>(5) Managing financial and material resources within the area of responsibility including formulating budgets and expending allocated funds.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Pastoral Leader Tier 2</b>	<p>The Pastoral Leader Tier 2 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated group of students</li> <li>(b) supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>(c) induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care staff engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 2 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of student welfare that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) empathy with young people and an ability to relate positively with them</li> <li>(d) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(e) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student group in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff pastoral practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
			<p>(9) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</p> <p>(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</p>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Pastoral Leader Tier 3</b>	<p>The Pastoral Leader Tier 3 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated group of students</li> <li>(b) supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>(c) induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 3 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse school behavioural management programs and student well-being issues to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student group in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff pastoral practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
			<p>(9) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</p> <p>(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</p>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Pastoral Leader Tier 4</b>	<p>The Pastoral Leader Tier 4 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated cohort of students under the overall direction of Senior Leadership</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 4 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic pastoral practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse school behavioural management programs and student well-being issues to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful pastoral practice and to challenge inappropriate practice at all levels</li> <li>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas of effective pastoral practice</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student cohort in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Managing the performance of staff involved in pastoral care through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</li> <li>(7) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Pastoral Leaders.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
		(g) professional activity through membership of professional associations and on-going professional development.	<p>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with other Pastoral Leaders, teaching staff and appropriate Senior Leadership personnel to review pastoral frameworks and plan future directions in pastoral care.</p> <p>(9) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</p> <p>(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</p>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Pastoral Leader Tier 5</b>	<p>The Pastoral Leader Tier 5 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated cohort of students under the overall direction of Senior Leadership</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 5 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic pastoral practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse school behavioural management programs and student well-being issues to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful pastoral practice and to challenge inappropriate practice at all levels</li> <li>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas of effective pastoral practice</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student cohort in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Managing the performance of staff involved in pastoral care through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</li> <li>(7) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Pastoral Leaders.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
		(g) professional activity through membership of professional associations and on-going professional development.	<p>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with other Pastoral Leaders, teaching staff and appropriate Senior Leadership personnel to review pastoral frameworks and plan future directions in pastoral care.</p> <p>(9) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</p> <p>(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</p>

(iii) **TABLE 7: Program Leaders****Table 7: PROGRAM LEADERS IN SECONDARY SCHOOLS - RESPONSIBILITIES, ATTRIBUTES AND DUTIES**

The role of the Program Leader is to support the mission of the school through leadership of specific academic, cultural, outreach, sporting or other defined programs offered to students and/or the school community. This involves interacting with students, staff and parents in an appropriate manner as well as developing and implementing effective processes and practices in keeping with the values and ethos of the school and designed to accomplish the desired outcomes of the specific program. Depending on the nature of the program, the role may also involve interacting with personnel and organisations outside the school community and developing partnerships that enhance results for students.

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Program Leader Tier 1</b>	<p>The Program Leader Tier 1 is responsible for:</p> <p>(a) coordinating the designated Program in the school and/or</p> <p>(b) other appropriate duties as required by the Principal.</p>	<p>The Program Leader Tier 1 will demonstrate the following :</p> <p>(a) understanding of and support for the ethos and mission of the school</p> <p>(b) ability to coordinate and manage</p> <p>(c) leadership potential - appropriate levels of vision, initiative, organisational and communication skill and ability to accept responsibility</p> <p>(d) empathy with young people and an ability to relate positively with them in the context of the particular program being coordinated</p> <p>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</p>	<p>(1) Coordinating the work of staff engaged in the designated program in keeping with the values and ethos of the school.</p> <p>(2) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</p> <p>(3) Organising program activities including resources, transport, operations, staff, etc.</p> <p>(4) Managing financial and material resources within the area of responsibility including formulating budgets and expending allocated funds.</p>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Program Leader Tier 2</b>	<p>The Program Leader Tier 2 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 2 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of student welfare that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(d) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(e) professional activity through membership of professional associations and on-going professional development appropriate to the role.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in delivering the designated program in the light of the values and ethos of the school.</li> <li>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff engaged in the program on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(9) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Program Leader Tier 3</b>	<p>The Program Leader Tier 3 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 3 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse the operations of similar programs in other schools and sectors to enhance the school's program, to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(f) professional activity through membership of professional associations and on-going professional development appropriate to the role.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in delivering the designated program in the light of the values and ethos of the school.</li> <li>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff Program practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(9) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Program Leader Tier 4</b>	<p>The Program Leader Tier 4 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the program, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 4 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic educational practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse the operations of similar programs in other schools and sectors to enhance the school's program, to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful educational practice and to challenge inappropriate practice at all levels</li> <li>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas pertaining to the designated program</li> <li>(g) professional activity through membership of professional associations and on-going professional development appropriate to the role.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in delivering the designated program in the light of the values and ethos of the school.</li> <li>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Coordinating the program's evaluation and review.</li> <li>(7) Managing the performance of staff through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</li> <li>(8) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Middle Leaders.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
			<p>(9) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with other Middle Leaders, teaching staff and appropriate Senior Leadership personnel to review school programs and plan for future developments.</p> <p>(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</p>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Program Leader Tier 5</b>	<p>The Program Leader Tier 5 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the program, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 5 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic educational practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse the operations of similar programs in other schools and sectors to enhance the school's program, to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful educational practice and to challenge inappropriate practice at all levels</li> <li>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas pertaining to the designated program</li> <li>(g) professional activity through membership of professional associations and on-going professional development appropriate to the role.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Coordinating the program's evaluation and review.</li> <li>(7) Managing the performance of staff involved in the program through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</li> <li>(8) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Program Leaders.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
			<p>(9) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with other Middle Leaders, teaching staff and appropriate Senior Leadership personnel to review school programs and plan for future developments.</p> <p>(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</p>

**S4.19.6 Appointment of religious education co-ordinator - Secondary schools with enrolments of fewer than three hundred (300) students**

In secondary schools with enrolments of fewer than three hundred (300) students, a Religious Education Co-ordinator may be appointed to a Middle Leadership Position. The employing authority may at its discretion appoint an Assistant to the Principal Religious Education. The additional cost beyond the appropriate allowance pertaining to a Middle Leadership Position shall be borne by the employing authority.

**S4.20 Middle Leadership in Primary Schools**

**S4.20.1** Queensland Religious Institute school employers have a long-standing commitment to apply a resource allocation to its Middle and Senior Leadership structures of at least parity with Queensland state schools of each student enrolment size.

**S4.20.2 Remuneration and Release Time - Primary schools**

The Middle Leadership and curriculum coordination time provisions allocated in the following table will be used to provide for the development, coordination and innovation of curriculum in primary schools.

**TABLE 8: RI Primary Schools – Curriculum Coordination Time**

<b>Enrolments</b>	<b>Weekly time release from January 2010</b>
<51	4 hrs
51-75	4 hrs
76-99	4 hrs
100-150	4 hrs
151-199	4 hrs
200-224	4.5 hrs
225-250	9 hrs
251-300	9 hrs
301-325	11 hrs
326-400	10 hrs
401-450	10 hrs
451-500	9 hrs
501-550	11 hrs
551-600	11 hrs
601-700	13.5 hrs
701-799	15.5 hrs
800-899	18 hrs
900-949	20 hrs
950-999	20 hrs
1000-1099	22 hrs
1100-1199	24.5 hrs
1200-1299	26.5 hrs
1300-1399	29 hrs
1400-1499	31 hrs
1500+	33.25 hr + 0.1 FTE per additional 100 students

**S4.20.3 Appointment of assistant to the principal religious education or religious education co-ordinator - Primary schools with enrolments of fewer than one hundred and fifty (150) students**

- (a) It is recognised by the parties that difficulty may be encountered in the attraction of suitable applicants to the positions of Assistant to the Principal Religious Education or Religious Education Co-ordinator in schools in remote localities with enrolments of fewer than one hundred and fifty (150) students.

- (b) The employing authority undertakes to make every effort to fill a vacant position both by internal notification and by newspaper advertisement. Should the position remain vacant, the Principal shall carry out the appropriate duties until a suitable applicant can be found; Provided that a suitably qualified applicant may be appointed for a fixed-term period of one (1) year, in accordance with the fixed-term provisions contained in clause 3.5 of this Agreement.

## **MIDDLE LEADERSHIP IN 5-12 SCHOOLS AND OTHER NON-STANDARD COMPOSITIONS**

### **S4.21 Allocation of Middle Leadership Positions Across Primary and Secondary Enrolments**

- S4.21.1 The Principal is responsible for determining the appropriate Middle Leadership structure for the school. The School Consultative Committee shall propose to the Principal possible models of Middle Leadership appropriate for the particular school after consultation with the whole teaching staff, in accordance with clause S4.18 and S4.19.1 of this Schedule.

In determining these models and recommending the appropriate allowances and release time, the SCC shall take into account factors such as:

- (a) the distribution of positions that would occur if the primary and secondary components of the school were separate;
- (b) the curriculum organisation of the school as a whole;
- (c) special curriculum initiatives that impact across the school;
- (d) the pastoral care structure of the total school;
- (e) the number of students and teachers involved in each segment of the pastoral care structure;
- (f) the campus structure;
- (g) the extent to which such things as technological provision and sporting competition cross over traditional primary/secondary categories; and
- (h) the level of technical, clerical or aide support across primary and secondary components of the school.

- S4.21.2 The employer will apply at least the level of resources of a state primary school of equivalent size to the primary component of the school's Middle Leadership structure, in addition to the normal secondary school Middle Leadership allocation arrangements.

#### **S4.21.3 Additional Resourcing**

After considering the overall level of resources across the school, the employing authority, at its discretion, may provide additional points in exceptional circumstances.

## **APPOINTMENT PROCESSES**

### **S4.22 Appointment of Members of Religious Congregations to Senior and Middle Leadership Positions**

- S4.22.1 An employing authority shall place in a school any number of Religious Congregation members it deems appropriate. Whilst placement of Congregational members would normally be at the beginning of the year or semester, placement may occur at other times. The employing authority, in making all placements shall consider the interests of the students, Principal and other staff members.
- S4.22.2 The employing authority shall retain the right to appoint the Principal, and any other person to Senior and Middle Leadership positions through the Principal.

S4.22.3 Where a Congregational member is appointed to a position of Senior or Middle Leadership then the points allocated to both allowance and release time for such a position should be considered to be allocated as if the appointee was a salaried teacher.

S4.22.4 Schools shall not allocate points belonging to a Congregational member occupying a Middle Leadership position to any other Middle Leadership position in the school. A salaried teacher may be appointed to a Middle Leadership position previously held by a Congregational member. A Congregational member may be appointed to a Middle Leadership position previously held by a salaried teacher.

#### S4.22.5 Appointment of Acting Positions

Provision for the appointment of a person to act in a Senior or Middle Leadership Position:

- (a) This provision applies to the appointment of a person to act in the position of Deputy Principal, Assistant to the Principal (Administration), Assistant to the Principal (Religious Education), in primary and/or secondary schools or a Middle Leadership position.
- (b) Appointment to an acting position is for a defined period and shall be confirmed in writing.
- (c) An acting position may be determined in those situations where the incumbent is on leave or an interim vacancy exists.
- (d) The number and/or existence of such positions are determined by the employing authority.
- (e) The appointment to an acting position is for a fixed-term of four (4) or more continuous weeks. This paragraph S4.22.5 (e)) shall not preclude appointment to an acting position for less than four (4) weeks for emergent reasons.
- (f) An appointment of four (4) weeks may include student free days.
- (g) The four (4) weeks or more of continuous service in the acting position will be exclusive of the vacation periods. Where the appointment is made across a vacation period the appointee will be paid at the acting rate for the vacation period. Where the appointment is contiguous to student free days the student free days shall be paid at the acting rate.
- (h) The salary rate paid shall be in accordance with the salary schedule outlined in Schedule 1 of this Agreement for that position provided that the acting appointee's experience in the position shall be recognised.
- (i) Where appropriate the employing authority/principal may call for expressions of interest from current employees regarding the acting position.
- (j) All paid leave taken during an acting appointment shall be paid at the appropriate acting rate.
- (k) School vacation leave, which is immediately following a period designated as acting, shall be paid at the acting rate.
- (l) When an employee takes paid leave immediately following a period designated as acting, that employee shall be paid for such leave at the acting rate.

#### S4.23 Amendment to the Application of this Schedule

In special or unique circumstances the employing authority and the union may enter into arrangements, the application of which will amend the provisions of this Schedule for an identified school. These arrangements will be recorded in writing by way of exchange of letters between the parties and will normally be for a period not exceeding twelve (12) months.

#### **S4.25 Review/Appraisal Process Principles**

The principles for any review/appraisal process will be identified in Schedule 7 (Review/Appraisal Process Principles) of this Agreement.

## SCHEDULE 5 – HOURS OF DUTY TEACHERS

### S5.1 Coverage

This Schedule shall apply to those teachers employed by the Religious Institute Employing Authorities in Catholic schools throughout the State of Queensland (but excluding All Hallows' School) who are not categorised as Principals, Deputy Principals, Assistant to the Principal - Religious Education or Assistant to the Principal - Administration.

### S5.2 Hours of Duty – Secondary

The hours of duty of secondary teachers shall be up to thirty-one (31) hours per week in those schools where existing arrangements require such a quantum. In all other cases, the hours of duty shall be thirty and a half (30.5) per week.

#### S5.2.1 Contact Time

Of the thirty-one (31) hours or thirty and a half (30.5) hours required per week occurring between Monday and Friday in a secondary school a maximum of up to twenty-one and a half (21.5) hours shall be contact time. Contact time shall include programmed teaching time, programmed sporting, administrative/pastoral care classes and assembly time.

#### S5.2.2 Preparation and Correction Time - Classroom Teachers

- (a) In addition teachers will receive a minimum entitlement equal to twenty per cent (20%) of actual contact time (excluding assembly time) to be allocated to preparation and correction time. However part of this preparation and correction time may be used for supervision or cover periods for a maximum of ten (10) periods per year.
- (b) In circumstances where a teacher's minimum entitlement of preparation and correction time is not provided due to planned school activities, timely consultation will occur at the school level to ensure the provision of the minimum entitlement.
- (c) The primary and main function of preparation and correction time shall be to undertake necessary preparation and correction to effectively carry out the role as teacher.
- (d) Duties undertaken during preparation and correction time may include:
  - (i) planning for class and group teaching instruction;
  - (ii) planning for student excursions;
  - (iii) setting and correcting assessment items;
  - (iv) evaluating and assessing student work;
  - (v) curriculum planning; and
  - (vi) compilation of assessment records.
- (e) It is recommended that preparation and correction time in secondary schools be provided in minimum thirty (30) minute blocks of useable time.

#### S5.2.3 Other Duties

The remainder of the total quantum of hours shall be defined as "*other duties*" and shall include the following activities:

- (a) movement between classes;
- (b) preparation and correction outside the twenty per cent (20%) mentioned above programmed in the school day;
- (c) class/playground/transport etc. supervision;
- (d) staff meetings;

- (e) educational activities associated with the programmed curriculum;
- (f) parent/teacher consultations which form part of the school's programmed reporting to parents;
- (g) attendance at school for the required time before the commencement of classes;
- (h) school worship;
- (i) supervision or covers periods outside that mentioned above;
- (j) activities in association with the appraisal of other employees or mentoring programs;
- (k) professional development as provided in clause 10.3.2 of this Agreement.

### **S5.3 Hours of Duty – Primary**

S5.3.1 The hours of duty for primary teachers shall be up to thirty (30) hours per week worked between Monday and Friday.

S5.3.2 Class contact time in the primary area shall be twenty-four (24) hours forty (40) minutes per week, and shall include face to face teaching, pastoral care and sporting activities which form part of the programmed school day.

### **S5.4 Other Duties**

The remaining hours shall be defined as "*other duties*" and shall include:

- (a) class/playground/transport supervision;
- (b) staff meetings;
- (c) educational activities associated with the curriculum as programmed;
- (d) attendance at school for the required time before the commencement of classes;
- (e) school worship;
- (f) parent/teacher consultations which form part of the school's programmed reporting to parents;
- (g) sacramental programme;
- (h) school assembly for administrative purposes;
- (i) activities in association with the appraisal of other employees or mentoring programs;
- (j) professional development as provided in clause 10.3.2 of this Agreement.

### **S5.5 Playground Supervision - Primary Teachers**

In those primary schools where duty of care obligations cannot be accommodated within the maximum quantum of thirty (30) hours per week, an additional one (1) hour per week shall be required for the performance of playground supervision.

### **S5.6 Overtime Rate**

Overtime shall be payable in accordance with the provisions of clause 4.1.4 of this Agreement.

### **S5.7 Extra-Curricular Duties**

Extra-curricular activities shall be honorary and voluntary.

**S5.8 Meal Breaks**

S5.8.1 Morning tea breaks of fifty (50) minutes per week shall be included in the total number of hours per week.

S5.8.2 Unpaid lunch breaks shall occur in accordance with existing practice.

**S5.9 Additional Hours per Term**

There shall also be a quantum of three (3) hours per term which will be required of all primary and secondary teachers for attendance at special activities for particular groups, e.g. year level, whole school, special interest group activities.

**S5.10 Determination of Other Duties**

Other duties shall be exclusive of week-ends and public holidays, and shall be determined at the beginning of a term, semester or year by consultation between both primary and secondary teaching staff and the school administration, within the maximum allocation outlined in clauses S5.2 and S5.3. Variations to this arrangement as a result of emergent or unforeseen circumstances shall also be determined by way of the consultative process.

Disputes between the staff and the employing authority shall be processed through a grievance procedure which will be characterised by the following steps:

- (a) in so far as it is possible, the principal should indicate to members of staff the extent and nature of other duties required of them on a semester by semester basis;
- (b) both the principal and the staff shall hold a formal meeting to discuss the issues arising out of such a requirement;
- (c) if a consensus is not reached and both parties, namely the school staff and the principal cannot reach agreement, then both parties can have recourse of their industrial advisers.

**S5.11 Spread and Flexibility**

The hours of duty required of a teacher in both the primary and secondary areas shall be flexible over a term or semester. Such requirements will be prospective and made known to the teacher involved.

**S5.12 School Level Variation**

The employer, whether system or school, the employees concerned in each establishment and the union may consult over variation to the provisions herein or implementation thereof; the objective of consultation being to reach agreement on variation and implementation at enterprise level. The outcome of such consultation shall be recorded in writing and require endorsement of the parties to Schedule 5.

**S5.13 Vacation Leave**

It is not intended to reduce the quantum of vacation periods currently being enjoyed by teaching staff. Any proposed variation to this arrangement which may arise as a result of changing educational needs would be subject to consultation and negotiation between the parties. Where agreement cannot be reached either party reserves the right to refer the matter to the Fair Work Commission for determination.

**SCHEDULE 6 – TERM-TIME EMPLOYEES OTHER THAN TEACHERS AND NURSES****S6.1 Term-Time Definition**

S6.1.1 Term-time employee is an employee who may be employed on a continuing basis or on a fixed period basis (as defined below) and is engaged to work:-

- (a) thirty-eight (38) ordinary hours per week but less than fifty-two (52) weeks per annum; or
- (b) less than thirty-eight (38) ordinary hours per week and less than fifty-two (52) weeks per annum, provided that the minimum weekly hours, except for school officers, will be twelve (12).

**S6.2 Contract of Employment**

S6.2.1 Employees offered term-time employment, as described in this agreement, shall be advised in writing, at the point of engagement and at other times when varied in accordance with this agreement, the following. The:

- (a) nature of engagement as a term-time employee;
- (b) weeks the term-time employee is to be employed;
- (c) days of the week the term-time employee is to be employed;
- (d) normal starting and finishing time for each day's employment; and
- (e) duration of the engagement in respect of employment for a fixed period.

**S6.3 Employment Conditions for Term-Time Employees**

S6.3.1 Where an employee is employed on a term-time basis, the employee shall be entitled to be paid an hourly rate for ordinary hours worked equal to the appropriate weekly full-time rate divided by thirty-eight (38).

S6.3.2 Employees under this sub-clause shall be entitled to receive pro rata entitlements to annual leave and personal leave in accordance with clauses S6.6 and S6.7 within this Schedule.

S6.3.3 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.

**S6.4 Term Time Employees - Additional Hours**

S6.4.1 Where an employer identifies either additional hours to be worked, or additional work to be performed, (either short or long term) the employer must (in the first instance) thoroughly investigate and consider whether such additional hours or work can be performed by an existing term time employee.

S6.4.2 So as to avoid doubt the expressions "additional hours" and "additional work" include both work during periods when students are in attendance and periods of vacation.

S6.4.3 The employer will, subject to clause S6.4.4, offer such additional hours or work to an existing term time employee (or employees).

S6.4.4 Nothing in this clause will require an employer to offer additional hours or work to an employee where:

- (a) The additional hours or work would result in the employee working more than the maximum number of ordinary hours permitted by this Agreement; or
- (b) It is impracticable, having regard to both the needs of the school and the nature of the work, to offer such additional hours or work to a particular employee (or employees).

- S6.4.5 An employee who is offered additional hours or additional work may, at their discretion, accept or decline the offer.

## **S6.5 Accrued Hours**

- S6.5.1 Where an employing authority authorises additional hours to be worked by an employee beyond the normal hours worked, these hours may be accrued on an agreed basis between the employing authority and the employee. These accrued hours must be availed of during school vacation periods except where the employing authority, at the request of the employee, approves that accrued hours be taken at alternative times. The hours accrued shall be paid at the ordinary time rate.
- S6.5.2 All employees shall have a zero balance of accrued hours at the beginning of each twelve (12) month cycle. A twelve (12) month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any accrued hours not taken prior to the completion of each twelve (12) month cycle will be paid to the employee.
- S6.5.3 Notwithstanding the above, the annual leave loading will be paid on no more than four (4) weeks.
- S6.5.4 On resignation, employees must avail themselves of any accrued hours prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of accrued hours, these accrued hours shall be paid to the employee upon resignation.

## **S6.6 Personal Leave for Term-Time Employees**

- S6.6.1 Term-time employees shall be entitled to pro rata personal leave calculated on the following basis:-
- (a) for each completed year of service – seventy-six (76) hours x ordinary hours worked per week divide (÷) thirty-eight (38)
  - (b) for each completed period of 5.2 weeks in respect of an incomplete year of service – 7.6 hours x ordinary hours worked per week divide (÷) thirty-eight (38)

## **S6.7 Annual Leave for Term-time Employees**

### **S6.7.1 Entitlements –**

- (a) The accrual rate of annual leave for full-time employees shall be one hundred and fifty-two (152) hours per annum (i.e. four (4) weeks annual leave per annum on a thirty-eight (38) hour week basis).
- (b) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Service includes a period when annual leave is taken by the employee. The calculation of the entitlement to such leave is set out in paragraphs S6.7.1 (d) and (e).
- (c) Term-time employees shall at the end of the initial school year in which they are employed be entitled to annual leave calculated as follows:
  - (i) annual leave due to the employee will be determined using the following formula:

$$\frac{A}{\text{Fifty-two (52)}} \times \text{Four (4) weeks} = \text{weeks of annual leave}$$

Where: A = number of weeks worked during that year

- (ii) the number of weeks of annual leave determined using the formula in S6.7.1 (c) (i) will be paid for as follows:

weeks of annual leave      x B      x the hourly rate applicable at the time

Where B = average hours worked per week during that year

- (d) Term-time employees shall at the end of each subsequent school year in which they are employed be entitled to annual leave calculated as follows:

- (i) annual leave due to the employee will be determined using the following formula:

$$\frac{C}{\text{Fifty-two (52)}} \times \text{Four (4) weeks} = \text{weeks of annual leave}$$

Where: C = number of weeks worked during that year plus the number of weeks of annual leave determined using the formula in S6.7.1 (c) (i).

- (ii) The number of weeks of annual leave determined using the formula in S6.7.1 (d) (i) will be paid for as follows:

weeks of annual leave      x B      x the hourly rate applicable at the time

Where B = average hours worked per week during that year

- (e) Subject to the provision of sub-clause (a) above annual leave shall be taken by term-time employees during school vacation periods unless otherwise agreed between the employer and employee.
- (f) If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave subject to the following:
- (i) An employee who has taken in advance the whole of the annual leave that would be due at the end of a school year, is not entitled to any further annual leave at the end of that school year.
- (ii) An employee who has taken in advance part of the annual leave that would be due at the end of a school year, becomes entitled at the end of that school year to the part of the annual leave not already taken.
- (g) Annual leave shall be exclusive of any public holiday which may occur during the period of that leave and shall be paid for by the employer in accordance with current provisions.

#### S6.7.2 Calculation of Annual Leave Pay –

In respect to annual leave entitlements to which this clause applies, annual leave pay (including any proportionate payments) shall comprise:-

- (a) the employee's ordinary wage rate as prescribed by this agreement for the period of the annual leave; and
- (b) a further amount calculated at the rate of seventeen and one-half percent (17 ½%) of the amounts referred to in provision (i) of this sub-clause.

#### S6.7.3 Payment of Annual Leave Accrual on Termination of Employment –

- (a) If a term-time employee is dismissed by the employer or voluntarily leaves employment after any leave has become due, and without such leave having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of

wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with sub-clause 6.2 hereof.

- (b) If the employment of any employee is terminated before the expiration of a full school year, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to one-twelfth of ordinary pay for the period of employment calculated in accordance with sub-clause S6.7.2 hereof.
- (c) If any such leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year for a period not exceeding two (2) years.
- (d) Such annual holiday shall be exclusive of any statutory holiday which may occur during the period of that annual holiday and shall be paid for by the employer in accordance with current provisions.

#### **S6.8 Fixed Period Term-Time Definition**

- S6.8.1 A fixed period term-time employee is one engaged to work thirty-eight (38) ordinary hours or less per week with a specified commencement and cessation date and for a period of less than fifty-two (52) weeks in respect of any one (1) engagement.
- S6.8.2 A fixed period term-time employee shall be appointed only to accommodate an identifiable short term need. Without limiting the application of the foregoing, an identifiable short term need could include:
  - (a) special projects
  - (b) proposed closure of a school
  - (c) special government grants
  - (d) filling the position of a specified employee whom is on nominated leave from the school
  - (e) filling the position of an employee arising from a resignation, where such position is declared vacant and no suitable permanent employee is available.
- S6.8.3 Provided a fixed period employee shall be employed for a period no greater than twelve (12) months; provided further that if the identifiable short-term need exists after the twelve (12) month period, the fixed period appointment may be re-negotiated.
- S6.8.4 Any agreement reached between an employer and an employee as prescribed by this clause shall be in writing, signed by both the employee and the employer, and shall clearly identify the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

#### **S6.9 Other Conditions for Term-Time Employees**

All other terms and conditions of employment will be in accordance with those contained in the relevant Schedule to this Agreement.

**SCHEDULE 7 – APPRAISAL PROCESS PRINCIPLES**

**S7.1** The principles that shall be applied to the appraisal process will include the following:

- (a) Shared Responsibility
- (b) Negotiation
- (c) Consultation
- (d) Self-Review of Performance Based on Role Description and Duty Statements
- (e) Validation
- (f) Documentation
- (g) Confidentiality
- (h) Natural Justice
- (i) Resourcing

**S7.2** The above principles are elaborated in the following terms

**S7.2.1** Shared Responsibility

- (a) The responsibility for the appraisal process is shared by the employer (or nominee) and the appraisee.
- (b) The details of the process will clearly indicate who has the responsibility for each component of the process and how the responsibility will be exercised.

**S7.2.2** Negotiation

- (a) Negotiable aspects should be identified and documented within the broad framework developed by each employing authority/school for its appraisal process.
- (b) The principal/appraisee should be prepared to discuss and agree upon certain aspects within the broad framework of the appraisal process.

**S7.2.3** Consultation

- (a) The employing authority/principal consults collaboratively with the role holder for input and advice.
- (b) The final decision on the appraisal process rests with the employing authority.

**S7.2.4** Self-Review of Performance Based on Role Description and Duty Statement

- (a) The appraisee reflects upon practice within the framework of the role description and duty statement applicable during the term under review.
- (b) These documents set and inform the parameters for the format of the self-review.
- (c) The self-review may be transmitted in written, oral or some other negotiated form.
- (d) The self-review may be a culmination of on-going documentation of practice.
- (e) The reflection includes areas of performance that are believed to have been effective and areas of performance that may require further development.

- (f) It is the performance of the incumbent that is being reviewed. There is no judgement of the person involved.

#### S7.2.5 Validation

- (a) Within the framework of the process, data related to the role and duty statements will be gathered to validate the self review.
- (b) The methodology for validation shall form part of the consultation process.

#### S7.2.6 Documentation

The Summative Appraisal generates a written report that is submitted to the employing authority/principal. The report remains the property of the employing authority/principal and the appraisee.

#### S7.2.7 Confidentiality

All materials other than the final report generated in the process shall remain confidential to that process.

#### S7.2.8 Natural Justice

- (a) The appraisee is advised of the content of information obtained in relation to the appraisee as part of the process. Only information which has been substantiated will form part of the appraisal process.
- (b) The appraisee has the right to approach the panel to be informed of the content and nature of the information gathered and the identity of those who supplied it.
- (c) The appraisee is given reasonable opportunity to respond to the matters dealt with in the information.
- (d) Any person asked to provide information for use in an appraisal process is to be advised, at the time of the request, that such information and the identity of the person providing the information may be made known to the appraisee.

#### S7.2.9 Resourcing

- (a) Provision of appropriate resources for the appraisee and those undertaking a role in the appraisal will be negotiated.
- (b) Those elements of the process which are of the nature of self-appraisal will not receive additional resources from the employing authority.
- (c) The level of resourcing to address the outcomes of appraisal will be a matter of negotiation between the appraisee and the employing authority.

**SCHEDULE 8 – SCHOOL OFFICERS’ CLASSIFICATION****S8.1 Wage relativities**

Level	Step	Relativity
<b>1</b>	1	88
	2	90
	3	92
	4	94
<b>2</b>	1	96
	2	99
	3	100
<b>3</b>	1	105
	2	107
	3	109
	4	110
<b>4</b>	1	112
	2	115
	3	118
<b>5</b>	1	122
	2	125
	3	128
<b>6</b>	1	132
	2	139
	3	146
	4	154
	5	161
<b>7</b>	1	163
	2	166
	3	169
	4	172
	5	175

**S8.2 Reclassification Process for School Officers**

S8.2.1 A school officer may request a reclassification of their position. Such a request may be made either in relation to the classification level of an existing position or where the classification level of the position has been changed. Except in exceptional circumstances no employee shall be permitted to seek a reclassification of their position on more than one occasion in a twelve (12) month period.

S8.2.2 The employee shall make any such Request for Reclassification, in writing, to the employer. The request will contain the following:

- (a) A description of the work performed by the employee;
- (b) The employee’s assessment as to whether their position description is accurate and any substantiating reasons for that assessment;
- (c) Information comparing the work performed and the characteristics, skills and duties, and criteria prescribed by this Agreement for the respective levels;
- (d) The identity of persons who support the subject employee’s application for review;
- (e) Other material as appropriate.

An employee may be assisted and/or represented in preparing and submitting the material identified in paragraphs (a) to (e) above and in any discussion with the employer related to their Request for Reclassification.

- S8.2.3 The employer shall consider the Request for Reclassification and notify the employee in writing of the decision regarding the employee's request. The employer's decision will be conveyed to the employee within sixty (60) calendar days of the employee submitting the request for reclassification. In circumstances where a request to reclassify an employee's position is received by the employer in December, the employer's decision will not be required to be conveyed to the employee before the last day in February of the following year.
- S8.2.4 If after receiving the employer's notification, the employee believes that their position has not been classified at the correct level, the employee may apply for a review of that decision. In this case the employee shall make written application for a Review of Classification to the employer.
- S8.2.5 Where the employer receives a Review of Classification application, the employer shall advise the IEUA in writing that an application has been received.
- S8.2.6 A joint review of the classification by IEUA and the employer shall then take place. The persons representing IEUA and the employer will, wherever practicable, have substantial experience in the classification of school officers. Further, wherever practicable, the person who made the original decision in relation to the classification will also be involved.
- S8.2.7
- (a) Subject to paragraph (b) below, when determining the merits of a decision made by the employer related to a Request for Reclassification, the consideration of the Joint Review Panel will be limited to the material identified at S8.2.2.
  - (b) Where an employee has identified another person as supporting their application the Review Panel may interview that other person as part of the review process.
- S8.2.8 Where all of the representatives on the Joint Review Panel agree the Panel may conduct the review using teleconference / videoconference facilities.
- S8.2.9 The joint review will seek to reach a consensus position. The school officer will be advised in writing of the outcome of this review.
- S8.2.10 If an agreed outcome cannot be reached between the employer and IEUA then the employee may refer the matter to the Fair Work Commission in the terms of the Grievance Procedure.
- S8.2.11 The provisions of this clause S8.2 will be in addition to the provisions of clause 8.2 of this Agreement.

## CHARACTERISTICS AND QUALIFICATION

### Competency of Employee

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Competency at this level involves application of knowledge and skills to a range of tasks and roles	Competency at this level involves application of knowledge with depth in some areas and a broad range of skills		Competency at this level involves self directed application of knowledge with substantial depth in some areas	Competency at this level involves self directed development and application of professional knowledge with substantial depth in some areas	Competency at this level involves the use of initiative in self directed development and application of expert knowledge with extensive recognised expertise in some areas
There is a defined range of contexts where the choice of actions required is clear	There is a range of roles and tasks in a variety of contexts	There is a wide variety of tasks and roles in a variety of contexts.	A range of technical and/or other skills are applied to roles and functions in both varied and highly specific contexts.	A broad range of professional skills are applied to roles and functions in both varied and highly specific contexts.	A breadth and depth of professional skills are applied to roles and functions in both varied and highly specific contexts.
There is limited complexity of choice	There is some complexity in the extent and choice of actions required	There is complexity in the ranges and choice of actions required		A proportion of competencies involve complex, specialized or professional functions.	A high proportion of competencies involve significant scope and/or complex, specialized or professional functions.
Competencies are normally checked within well established routines, methods and procedures	Competencies are normally used within routines, methods and procedures	Competencies are normally used within a variety of routines, methods and procedures	Competencies are normally used independently and both routinely and non routinely.	Competencies are used independently and are substantially non-routine with initiative being exercised in the application of professional practices	Duties of an innovative and/or critical nature are undertaken without professional direction and initiative is exercised in the application of professional practices
Limited discretion and judgement about possible actions is involved	Some discretion and judgement are involved in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.	Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services actions and achieving outcomes within time constraints.	Discretion and judgement are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.	Significant discretion and judgement are required in planning, design, professional, technical or supervisory functions related to services, operations or processes for self and/or others.	Significant discretion and independent judgement are required within constraints set by management.

**SUPERVISION OF EMPLOYEES**

<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>
Works under direct and/or routine supervision depending on function.	Works under limited supervision.	Work is carried out under general supervision.	Works under general supervision and/or broad guidance depending on function.	Works under broad guidance.	Work is usually performed under general guidance with limited or no professional supervision.
Work is intermittently checked.	Work may be checked in relation to overall progress			Work is usually measured in terms of the achievement of stated objectives to agreed standards.	The general quality of work is monitored by school management and is subject to stated objectives and professional standards.
May take the form of general guidance where working in teams is involved.	May take the form of broad guidance.	Progress and outcomes sought are under general guidance.		May be less direct than at lower levels and usually be related to task methodology and work practices.	
May involve detailed instructions in some situations;	May involve a level of autonomy when working in teams.			May involve a level of autonomy in accordance with a broad plan or budget strategy.	

**SUPERVISION OF OTHERS**

<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>
An employee at this level will have no supervisory responsibilities	Peer assistance may be provided to others.	The work of others may be supervised			
	An employee may have limited responsibility for guidance of the work of others	Responsibility for the work and organisation of others in limited areas.	Responsibility for the planning and management of the work of others may be involved	Responsibility for the supervision and monitoring of the work of others and of workflow in the area of responsibility may be involved.	Responsibility for the setting and achieving of objectives by a work section and its staff may be involved.
An experienced employee may assist others by providing peer support in the completion of routine tasks	Team co-ordination may be required	Teams may be guided or facilitated.		Leadership and development of teams and responsibility for outcomes may be required.	
		Training of subordinate staff may be required.	Supervision and training of lower level staff may be involved.		Responsibility for assessment, training and development and performance counselling of staff may be required.

**LEVELS 1 TO 7 QUALIFICATIONS MATRIX**

<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>
Junior Certificate is the minimum formal qualification. No experience is required.	Junior Certificate is the minimum formal qualification. No experience is required.	Tertiary qualifications at Certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.	Tertiary qualifications at Certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.	Tertiary qualifications at Associate Diploma/Diploma level or equivalent qualifications relevant to the position may be required by the employer or knowledge, qualifications and experience that are determined by the employer as necessary to successfully carry out the duties of the position.	Relevant formal qualifications at degree level are required.	Formal qualifications at degree level are required, along with relevant post graduate qualifications or extensive and relevant experience as required by the employer to reflect higher levels of professional outcomes.

**TYPICAL DUTIES/SKILLS****Employees Assisting Student Learning**

<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>
<p>Assist developmentally appropriate student learning, either individually or in groups, under the direct supervision of an academic staff member where limited discretion and judgement are involved.</p> <p>Under direct supervision of a higher level officer or members of the academic staff prepare and clear away materials for display/use in classrooms or libraries. Perform within well established routines tasks associated with the mass production of printed material including collating, stapling, binding, folding, cutting, etc.</p> <p>Under direct and /or routine supervision, perform tasks of limited complexity, associated with classroom learning experiences, such as assisting teachers in preparing, implementing and supervising learning programs. Support students in relation to their physical needs.</p>	<p>Assist developmentally appropriate student learning, either individually or in groups, where some discretion and judgement are involved in evaluating and assessing (under the supervision of an academic staff member(s)) the learning needs of students. Within routines, methods and procedures carry out liaison between the school, the student and the student's family where some discretion and judgement are involved. Support students in relation to their physical needs where some discretion and judgement are involved.</p>	<p>Assist developmentally appropriate student learning, either individually or in groups, under the general supervision of an academic staff member(s). Employees at this level are required to exercise discretion and judgement to modify education programmes to meet the learning needs of specific students. Carry out liaison between the school, the student and the student's family where discretion and judgement are required in relation to planning, actions and achieving outcomes. Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member(s); providing pastoral ministry and support for students. Under broad guidance, supervise the operations of the school's processes and activities in relation to overseas students. This may include: enrolment; family liaison; and placement.</p>	<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. This may include: the gathering, analysis and interpretation of data; or preparation of reports and the consequent giving of advice to other professional staff to assist student learning; or providing pastoral ministry; or providing counselling and/or guidance support for students. Provide professional advice to staff and students in the officer's area of expertise or qualification.</p>	<p>Undertake more complex professional activities involving the selection and application, based on professional judgement, of new and existing techniques and methodologies requiring the exercise of professional independence combined with competence derived from extensive experience and/or additional study. Undertake supervisory responsibilities which may include on the job training, staff assessment and performance counselling in relation to staff in lower level positions. Operate and be accountable for the quality of output of a section or function within the school.</p>

**Laboratory Employees**

<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>
<p>Provide science program assistance where limited discretion and judgement are involved</p> <p>Maintain science equipment, materials and specimens not requiring a depth of knowledge or technical skills.</p> <p>Under the direct supervision of an academic staff member(s) prepare and maintain laboratory teaching areas including routine setting up and dismantling of items of equipment for use in experimental, observational and teaching activities</p> <p>Assist in the demonstration of experiments and scientific equipment under the direct supervision of an academic staff member(s).</p>	<p>Provide science program assistance where some discretion and judgement are involved.</p> <p>Assist in the design/demonstration of experiments under supervision of an academic staff member(s) where some discretion and judgement are involved.</p> <p>Under direction, prepare, maintain, organize, set-up and dismantle equipment and materials for routine experiments or student projects and dispose of waste materials.</p> <p>Peer assistance and/or guidance may be provided for other assistants in a laboratory.</p> <p>Under direction and within existing routines, methods and procedures, prepare, maintain and dispense stock solutions, simple chemical mixtures and compounds, cultures or similar materials.</p>	<p>Responsibility for and/or training of subordinate staff in limited areas may be required.</p> <p>Design and demonstrate experiments, within a variety of routines and procedures, under the supervision of an academic staff member(s) where discretion and judgement are required.</p> <p>Where there is complexity in the range and choice of action and discretion and judgement are required: prepare, maintain and dispense solutions, chemical mixtures, compounds and cultures; prepare, maintain, organise, set-up and dismantle equipment and material for experiments.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: designing laboratory experiments; and appropriate responsibility for the application of workplace health and safety requirements in the laboratory</p>	<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree.</p> <p>Operate (at a level consistent with the qualifications required) a laboratory. This may (or may not) include responsibility for the supervision, monitoring and training of staff in lower level positions.</p> <p>Administer the allocation and monitoring of resources in the laboratory.</p> <p>Support employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>Provide professional advice to staff and students in the officer's area of expertise.</p> <p>Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary.</p>	<p>7.2.1 Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree and post graduate qualifications and/or other professional development and/or industry experience.</p> <p>7.2.2 Responsibility for the operation of a laboratory which provides complex and varied services. This may (or may not) include responsibility for the supervision, monitoring and training of professional staff and staff in lower level positions.</p> <p>7.2.3 Manage the allocation and monitoring of resources in the laboratory.</p> <p>7.2.4 Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>7.2.5 Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organizational area. Formulate policies and provide specialist advice on policy development to senior management.</p>

**Administration Employees**

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Use keyboard skills to produce a document from written text using a standard format. Receive and deal with enquiries within well established routines,, including the provision of general information and assistance to the public, parents, students and other employees. Perform a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records.</p>	<p>Carry out a wide range of secretarial and clerical duties at an advanced level, including shorthand, typing, word processing and maintaining manual and computerized records. Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures. Enter financial data into computer and prepare financial and management reports for review and authorization by senior management.</p>	<p>Provide administrative support to senior management of a school where discretion and judgment are required, including: taking minutes; shorthand; organizing appointments and diaries; initiating and handling correspondence (which may include confidential correspondence); monitoring telephone calls; and establishing and/or maintaining working filing systems. Within a variety of routines, methods and procedures apply inventory and purchasing control procedures, prepare monthly summaries of debtors and creditors ledger transactions and reconcile these. Apply knowledge of advanced functions of computer software packages and to manage data i.e. modify fields of information, develop new databases or spreadsheet models; or graph previously prepared spreadsheets.</p>	<p>Provide executive support to senior management and associated committees concerning designated aspects of school management. Direct and supervise the work of administrative/clerical and/or other staff. Under broad guidance, supervise the operations of the school's office and other administrative activities, in the areas of enrolment, equipment and statistical staffing returns. Under broad guidance, supervise the operations of the school's processes and activities in relation to overseas students. This may include: enrolment; family liaison; and placement.</p>	<p>Operate and be responsible for an autonomous section and all its operations. Provide professional advice to staff and students in the officer's area of expertise. Monitor and analyse regular management information, such as staffing and financial resource usage; ensure that associated information systems are maintained and that regular reports are provided to management.</p>	<p>Supervise staff including implementation and participation in induction, training, review, counselling and appraisal. Manage the work of administrative officers and other staff, assigning and outlining the work, advising on administrative problems, and revising work for accuracy and adequacy. Identify policies and procedures requiring review or re-development, and define relevant issues.</p>
<p>Operate within well established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard,</p>	<p>Prepare and process payroll transactions within routines, methods and procedures. Within routines, methods and procedures: provide administrative support to senior management; arrange appointments and</p>	<p>From verbal or rough handwritten instructions; answer non-standard executive correspondence, prepare papers, briefing notes, or other written material. Utilizing a variety of</p>	<p>Prepare the accounts of the school to operating statement stage and assist in the formulation of period and year-end entries. Provide advice requiring knowledge of policies and/or the interpretation of</p>	<p>Provide financial, policy, or planning advice which may include providing reports, statistical surveys and advice on regulations and procedures. Monitor expenditure against a budget at a school level,</p>	<p>Provide written reports to the school executive on complex matters, suggesting alternative courses of action and analysing the implications of each alternative. Provide financial, policy and</p>

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>etc. Under the direct supervision of the principal or nominee, contact parents, students and/or others in relation to school attendance and related matters. Under the direct supervision of the principal or nominee assist with the arrangement of group meetings, morning teas, meetings of parents and external parties, parent/teacher nights etc. Carry out minor cash transactions including receipting, balancing and banking.</p>	<p>diaries; and prepare correspondence. Within routines, methods and procedures, prepare and dispatch statements to debtors and payments to creditors, follow up on unpaid accounts; prepare bank reconciliations and reconcile accounts to balance; maintain wage and salary records. Maintain petty cash float and expenses for accounting purposes</p>	<p>routines, methods and procedures, calculate and maintain wage and salary records; perform routine classification determinations; and process resignations, retirements and redundancies in accordance with relevant entitlements. Within a variety of routines, methods and procedures provide significant assistance in the preparation of: financial information to trial balance; budgets; cash flow records; balance sheets; trading accounts; cash management analysis; FBT and entity disclosure requirements. <i>NOTE An employee is not required to perform all duties listed to satisfy this skill descriptor.</i> Train staff classified at lower levels by means of personal instruction and demonstration. Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students.</p>	<p>rules or regulations within their area of operation. Assist in developing policy and procedures relating to their work area and identifying future trends. Under broad guidance supervise the administration of specialized salary and payroll requirements, which may include: eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers' compensation claims. Prepare for senior management financial reports relating to the employee's area of responsibility.</p>	<p>draft financial forecasts / budgets at organizational level and/or prepare complex financial reports. Administer programs with a range of tasks such as advice on financial implications, interpretation of information, assistance and advice concerning complex issues. Prepare correspondence which is complex, original and which initiates or responds to new cases or situations.</p>	<p>planning advice and investigate, interpret or evaluate information for the guidance of staff or clients. Be substantively involved in the construction of annual and forward planning school budgets Manage the operations of a discrete organizational area, program or administrative function.</p>

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Monitor and maintain stock levels of stationery/materials for office/department within established parameters including reordering.</p> <p>Within well established routines, sort, prepare and record documents (e.g. invoices, cheques, correspondence) on a daily basis; file such documents in the appropriate system.</p> <p>Within well established routines, receive and distribute incoming mail collect outgoing mail, maintain mail registers and records and collate and dispatch documents for bulk handling.</p> <p>Perform, within well established routines, tasks associated with the mass production of printed material including collating, stapling, binding, folding, cutting, etc.</p>	<p>Assist in the preparation of internal and external publications.</p> <p>Assist in the enrolment function including handling initial enquiries and arranging interviews.</p> <p>Under supervision, prepare Government and Statutory Authority returns for authorization by senior management.</p> <p>Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets.</p> <p>Under direction and within routines, methods and procedures: draft agenda for meetings; assemble supporting documents for informal meetings; take and produce minutes.</p> <p>Draft and type routine correspondence from brief oral or written instructions.</p> <p>Respond to requests for information including drafting routine correspondence in reply.</p>		<p>Apply knowledge of relevant industrial instruments and occupational health and safety requirements.</p> <p>Provide general advice to staff in these areas.</p> <p>Original writing of promotional and advertising material.</p> <p>Coordination of, and participation in, marketing activities.</p> <p>Design of promotional and marketing plans.</p> <p>Responsibility for liaison with media.</p>	<p>Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary.</p> <p>Direct and support employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>Advise and assist in the preparation of the school budget.</p> <p>Provide executive support to Principals and senior management.</p> <p>Provide advice or make recommendations requiring detailed knowledge of policies, and/or the interpretation of rules or regulations within established guidelines, relating to a major function of the organizational work areas.</p>	<p>Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organizational area, formulate policies and provide specialist advice on policy formulation to senior management.</p> <p>Undertake high level research, review or investigations including the preparation of reports and associated papers to provide advice to the school on the operational and/or future directions of the employee's section and to contribute to the development of that section in the educational context of the school.</p> <p>Prepare papers, investigate and present information with recommendations for decision by senior officers.</p>

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
	<p>Maintain established central filing / records systems in accordance with routines, methods and procedures. This would include: creating and indexing new files, retrieving records; distributing files within the school as requested, monitoring file locations and identifying and processing inactive and closed files.</p> <p>Maintain a store through such duties as participation in ordering and issue of expendable stores, recording of stock levels, maintaining records of equipment distribution, delivery dockets, invoices and payment vouchers and responsibility for keys.</p> <p>Make and record appointments on behalf of another and, where necessary, resolve involved appointment scheduling problems.</p> <p>Make travel and accommodation bookings in line with a given itinerary.</p> <p>Within routines, methods and procedures carry out liaison between the school, the student and the student's family where some discretion and judgement are involved.</p>			<p>Supervise staff including participation in induction, training, review, counselling and appraisal and providing feedback on performance.</p> <p>Develop systems and procedures for implementation in accordance with school policy.</p> <p>Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of staff or clients.</p> <p>Original writing of promotional and advertising material requiring significant discretion and judgement concerning content and design.</p> <p>Management of, and participation in, marketing activities.</p> <p>Design of promotional and marketing plans requiring initiative in the application of professional practices.</p> <p>Responsibility for representing the school in the media.</p>	

## Information Services and Resource Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Process basic transactions such as issues and returns, produce overdue lists, entry of orders in a computerised system, perform stock takes, entering of accession information into computer. Operate and demonstrate the use of audio-visual equipment where there is limited complexity. Maintain a booking system for equipment use and for the organisation of repairs and replacement of equipment. Within well-established routines, methods and procedures, record audio/video programs and maintain a catalogue system of such recordings. Perform a range of general duties at a basic level, for example, minor book repairs, photocopying and shelving. Receive and deal with initial requests for information from library clients. Under the direct supervision of an academic staff member(s), assist in the demonstration of routine library operations and procedures. Under the direct supervision of an academic staff member(s), assist in the supervision of students in the library.</p>	<p>Search and verify bibliographical data where some discretion and judgement are involved. Copy catalogue books, magazines, journals and recorded material where some discretion and judgement are involved. Maintain circulation systems where some discretion and judgement are involved. Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures. Assist in the demonstration of complex audio visual or computer equipment under supervision of academic staff member(s) where some discretion and judgement are involved.</p>	<p>Responsibility for and/or training of subordinate staff in limited areas may be required. Within a variety of routines and procedures and with a depth of knowledge in some areas: demonstrate to staff and students the use of complex audio visual or computer equipment; or monitor performance of and carry out repairs to specialised equipment.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: independent and original cataloguing and classification following precedents and standards; monitoring the performance of, and carrying out repairs to, specialised equipment; and developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member(s).</p>	<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. Operate (at a level consistent with the qualifications required) a library/resource centre. This may (or may not) include responsibility for the supervision, monitoring and training of staff in lower level positions. Administer the allocation and monitoring of resources in the library/resource centre. Support employees reporting to the position in policies to be followed, methods to be used and standards to be observed. Provide professional advice to staff and students in the officer's area of expertise. Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary.</p>	<p>7.4.1 Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree and post graduate qualifications and/or other professional development and/or industry experience.</p> <p>7.4.2 Responsibility for the operation of a library/resource centre which provides complex and varied services. This may (or may not) include responsibility for the supervision, monitoring and training of professional staff and staff in lower level positions.</p> <p>7.4.3 Manage the allocation and monitoring of resources in the library/resource centre.</p> <p>7.4.4 Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>7.4.5 Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organizational area, formulate policies and provide specialist advice</p>

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Under direct supervision of a higher level officer or members of the academic staff prepare and clear away materials for display/use in classrooms or libraries.)					on policy formulation to senior management.

**Computer/ICT Employees**

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Use keyboard skills to produce a document from written text using a standard format. Operate within well established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc.	Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets.	Within a variety of routines, methods and procedures, maintain the hardware and software components of a computer network and provide user support. Responsibility for and/or training of subordinate staff in limited areas may be required.	Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: Assisting with systems analysis and design in relation to the development and maintenance of computer systems; and assisting with application programming (e.g. modification of package systems; and investigation of malfunctions in operational programs).	Operate and be responsible for the computing section of the school and all its operations. Perform non-routine professional tasks governed by procedures or guidelines. Within such constraints the employee is responsible for the independent performance of such functions. Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of staff or management in the computing area. Be responsible for the development of software, hardware or applications systems based on the use of current computer techniques. Be responsible for the development of computer systems, and recommend changes and improvements in systems where appropriate. Undertake maintenance programming tasks, including investigation and design requirements necessary to implement changes to existing systems. Provide advice to the senior executive of the school on the operations/future directions	Operate and be responsible for the computing section which provides complex and varied services to the school community including being responsible for the supervision, monitoring and development of other staff reporting to the position. Research and examine likely long-term requirements for computer systems, suggest alternative plans and strategies and report on their feasibility. Consult with departmental computer users to understand and meet the needs of the department and resolve problems concerning systems. Investigate and design the implementation of computer systems to meet specific needs of work areas. Carry out a range of complex and varied tasks requiring the selection and application of new and existing techniques and methodologies necessary to support and develop systems software or other support processes. Develop and present appropriate computer training courses.

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
				<p>of the section by utilising acquired knowledge and experience.</p> <p>Carry out a range of tasks necessary to support and develop systems software or other support processes</p>	

## SCHEDULE 9 - FAMILY LEAVE

### S9.1 Parental Leave

S9.1.1 This clause does not apply to:

- (a) casual employees, other than long term casual employees; or
- (b) seasonal employees; or
- (c) pieceworkers.

S9.1.2 Definitions:

*“Adoption agency”* means an agency, body, office or court, authorised by a Commonwealth or State law to perform functions about adoption;

*“Adoption leave”* means short adoption leave or long adoption leave;

*“Child”* (for adoption leave) means a child who is under the age of five (5) years, but does not include a child who –

- (a) has previously lived continuously with the employee for a period of at least six (6) months; or
- (b) is the child or stepchild of the employee or employee’s spouse.

*“Continuous service”* means service, including a period of authorized leave or absence, under an unbroken employment contract.

*“Employee couple”* two national system employees are an employee couple if each of the employees is the spouse or de facto partner of the other.

*“Long adoption leave”* means leave taken by an employee to enable the employee to be the primary caregiver of an adopted child.

*“Long parental leave”* means –

- (a) for a pregnant employee - maternity leave; or
- (b) for an employee whose spouse gives birth - leave taken by the employee to enable the employee to be the child’s primary caregiver.

*“Long term casual employee”* means a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one (1) year immediately before the employee seeks to access an entitlement under this Schedule.

*“Maternity leave”* means leave that a pregnant employee takes -

- (a) for the birth of her child; or
- (b) to enable her to be the child’s primary caregiver.

*“Parental leave”* means long parental leave, short parental leave or adoption leave.

*“Parental leave entitlement”* means the parental leave entitlement mentioned in clause S9.1.3 (b), S9.1.3 (c) or S9.1.3 (d).

*“Short adoption leave”* means leave taken by an employee at the time of the placement of an adopted child with the employee.

*“Short parental leave”* means leave taken by an employee, in connection with the birth of a child of the employee’s spouse, at the time of -

- (a) the birth of the child; or
- (b) the other termination of the pregnancy.

*“Short term casual employee”* means a casual employee, other than a long term casual employee.

#### S9.1.3 Entitlement

- (a) This clause details the parental leave entitlement of an employee for –
  - (i) an employee who is not a long term casual employee and who has had at least twelve (12) months continuous service with the employer; or
  - (ii) a long term casual employee.
- (b) A pregnant employee is entitled to an unbroken period of up to fifty-two (52) weeks unpaid maternity leave –
  - (i) for the child’s birth; and
  - (ii) to be the child’s primary caregiver.
- (c) For the birth of a child of an employee’s spouse where the employee is a member of an *“employee couple”*, the employee is entitled to the following leave –
  - (i) an unbroken period of up to three (3) weeks unpaid short parental leave; and
  - (ii) a further unbroken period of up to forty-nine (49) weeks unpaid long parental leave if the employee is to be the primary care giver for the child.
- (d) For the adoption of a child, an employee is entitled to the following leave –
  - (i) an unbroken period of up to three (3) weeks unpaid short adoption leave;
  - (ii) a further unbroken period of up to forty-nine (49) weeks unpaid long adoption leave.
- (e) However, parental leave must not extend –
  - (i) beyond one (1) year after the child was born or adopted; or
  - (ii) if an application for an extension of parental leave under clause S9.1.16 is agreed to - beyond two (2) years after the child was born or adopted.

#### S9.1.4 Notices and Documents - Maternity Leave

- (a) This clause applies if a pregnant employee wants to take maternity leave.
- (b) The employee must give the employer –
  - (i) at least ten (10) weeks’ written notice of their intention to take leave and the intended start and finish dates of the leave; and
  - (ii) Written confirmation of the intention and the dates at least four (4) weeks’ prior to the commencement of the leave.
- (c) The employee must, before starting the leave, give the employer –
  - (i) a doctor’s certificate confirming that she is pregnant and the expected date of birth; and
  - (ii) a statutory declaration by the employee stating the period of any parental leave sought by her spouse.

### S9.1.5 Notices and Documents - Parental Leave Other Than Maternity or Adoption Leave

- (a) This clause applies if an employee wants to take parental leave, other than maternity leave or adoption leave.
- (b) The employee must give the employer –
  - (i) at least ten (10) weeks' written notice of their intention to take leave and the intended start and finish dates of the leave; and
  - (ii) written confirmation of the intention and the dates at least four (4) weeks' prior to the commencement of the leave.
- (c) The employee must, before starting the leave, give the employer –
  - (i) a doctor's certificate confirming that the employee's spouse is pregnant and the expected date of birth; and
  - (ii) for long parental leave - a statutory declaration by the employee stating:
    - (A) the period of any maternity leave sought by the employee's spouse; and
    - (B) the employee is seeking the leave to be the child's primary caregiver.

### S9.1.6 Notices and Documents—Adoption Leave

- (a) This clause applies if an employee wants to take adoption leave.
- (b) The employee must give the employer –
  - (i) for long adoption leave - written notice of any approval to adopt a child at least ten (10) weeks before the expected date of placement of the child for adoption purposes (the expected placement date); and
  - (ii) written notice of the dates on which the employee wants to start and end the leave, as soon as practicable after the employee is notified of the expected placement date but, in any case, at least fourteen (14) days before starting the leave.
- (c) The employee must, before starting the leave, give the employer –
  - (i) a statement from an adoption agency of the expected placement date; and
  - (ii) for long adoption leave - a statutory declaration by the employee stating:
    - (A) the period of any adoption leave sought by the employee's spouse; and
    - (B) the employee is seeking the leave to be the child's primary caregiver.

### S9.1.7 Reasons not to give Notice or Documents

- (a) An employee does not fail to comply with clause S9.1.4, S9.1.5 or S9.1.6 if the failure was caused by –
  - (i) the child being born, or the pregnancy otherwise terminating, before the expected date of birth; or
  - (ii) the child being placed for adoption before the expected placement date; or
  - (iii) another reason that was reasonable in the circumstances.
- (b) However, the employee must give the employer –
  - (i) Notice of the period of the leave within two (2) weeks after the birth or placement; and
  - (ii) In the case of the birth of a living child - a doctor's certificate stating the date on which the child was born.

**S9.1.8 Notice of Change to Situation**

An employee must notify the employer of any change in the information provided under clause S9.1.4, S9.1.5 or S9.1.6 within two (2) weeks after the change.

**S9.1.9 Continuity of Service**

- (a) Parental leave does not break an employee's continuity of service.
- (b) Parental leave is not to be taken into account in working out the employee's period of service, other than –
  - (i) to decide the employee's entitlement to a later period of parental leave; or
  - (ii) as expressly provided in the Act, an industrial instrument (including this Agreement) or an employment contract.

**S9.1.10 Spouses not to take Parental Leave at Same Time**

- (a) An employee is not entitled to parental leave, other than short parental leave or short adoption leave, when his or her spouse is on parental leave; other than in circumstances as an "*employee couple*".
- (b) If the employee contravenes subclause S9.1.10 (a), the period of parental leave that the employee is entitled to is reduced by the period of leave taken by his or her spouse.

**S9.1.11 Cancelling Parental Leave**

- (a) This section applies to unpaid parental leave, if:
  - (i) The leave is birth-related leave; and
  - (ii) Either:
    - (A) the pregnancy ends other than by the child being born alive; or
    - (B) the child dies after being born.
- (b) Before the unpaid parental leave starts:
  - (i) the employee may give the employer written notice cancelling the leave; or
  - (ii) the employer may give the employee written notice cancelling the leave.
- (c) If the employee or employer gives the notice identified in (b) above, the employee is not entitled to unpaid parental leave in relation to the child.
- (d) This clause does not affect an employee's entitlement to special maternity leave or personal leave under clause S9.1.26.
- (e) After the leave has commenced the employee may give the employer written notice that the employee wishes to return to work:
  - (i) after the start of the period of leave, but before its end; and
  - (ii) within four (4) weeks after the employer receives the notice.
- (f) After the leave has commenced the employer:
  - (i) may give the employee written notice requiring the employee to return to work on a specified day; and
  - (ii) must do so if the employee gives the employer written notice under paragraph (e) unless the leave has not started and the employer cancels it under paragraph (b);

- (g) The specified day must be after the start of the period of leave, and:
  - (i) if paragraph (e) applies - within four (4) weeks after the employer receives the notice under that subsection; or
  - (ii) otherwise - at least six (6) weeks after the notice is given to the employee under paragraph (f).
- (h) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.
- (i) This clause does not limit clause S9.1.19 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).

#### S9.1.12 Parental Leave with Other Leave

- (a) An employee may take any annual leave or long service leave to which the employee is entitled instead of or together with parental leave.
- (b) However, the total period of leave cannot extend beyond the total period allowed under clause S9.1.3 or S9.1.15.
- (c) While the employee is on unpaid parental leave, the employee is not entitled to paid personal leave or other paid leave (other than annual leave or long service leave), unless the employer agrees.
- (d) In this clause '*other paid leave*' means paid leave authorised by law or by an industrial instrument or employment contract.

#### S9.1.13 Interruption of Parental Leave by Return to Work

- (a) An employee and employer may agree that the employee break the period of parental leave by returning to work for the employer, whether on a full-time, part-time or casual basis.
- (b) The period of parental leave cannot be extended by the return to work beyond the total period allowed under clause S9.1.3.

#### S9.1.14 Extending Period of Parental Leave by Notice

- (a) An employee may extend the period of parental leave once only by written notice given to the employer at least fourteen (14) days:
  - (i) before the start of the parental leave; or
  - (ii) if the parental leave has been started - before the parental leave ends.
- (b) The notice must state when the extended period of parental leave ends.
- (c) The total period of parental leave cannot be extended under subclause (a) beyond the total period mentioned in clause S9.1.3 (e) (i).

#### S9.1.15 Extending Period of Parental leave by Agreement

- (a) A pregnant employee entitled to maternity leave under clause S9.1.3 (b), or an employee who is taking maternity leave, may apply to the employer for an extension of the maternity leave for an unbroken period of a further twelve (12) months in addition to the initial twelve (12) months.
- (b) An employee entitled to parental leave for the birth of a child of the employee's spouse under clause S9.1.3 (c), or who is taking parental leave for the birth, may apply to the employer for either or both of the following:

- (i) an extension of the short parental leave for an unbroken period of up to eight (8) weeks in total;
  - (ii) an extension of the long parental leave for an unbroken period of up to a further twelve (12) months in addition to the initial twelve (12) months, that is, twenty-four (24) months in total.
- (c) An employee entitled to parental leave for the adoption of a child under clause S9.1.3 (d), or who is taking adoption leave for the adoption, may apply to the employer for either or both of the following:
  - (i) an extension of the short adoption leave for an unbroken period of up to eight (8) weeks in total;
  - (ii) An extension of the long parental leave for an unbroken period of up to a further twelve (12) months in addition to the initial twelve (12) months, that is, twenty-four (24) months in total.
- (d) An employee may not make more than one application under subclause S9.1.15 (a), S9.1.15 (b) or S9.1.15 (c) within any twelve (12) month period, unless the employer agrees.

#### S9.1.16 Employee on Parental leave may apply to Work Part-Time

- (a) An employee on parental leave may apply to the employer to return to work on a part-time basis.
- (b) An employee may not make more than one application under this clause within any twelve (12) month period, unless the employer agrees.
- (c) However, the total period of leave cannot extend beyond the total period allowed under clause S9.1.3 or S9.1.15.

#### S9.1.17 Keeping in Touch Days

- (a) An employee can perform work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (b) A day on which the employee performs work for the employer during the period of leave is a "*keeping in touch day*" if:
  - (i) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (ii) both the employee and the employer consent to the employee performing work for the employer on that day; and
  - (iii) The day is not within:
    - (A) if the employee suggested or requested that he or she perform work for the employer on that day, fourteen (14) days after the date of birth, or day of placement, of the child to which the period of leave relates; or
    - (B) otherwise, forty-two (42) days after the date of birth, or day of placement, of the child; and
  - (iv) the employee has not already performed work for the employer or another entity on ten (10) days during the period of leave that were keeping in touch days. The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.

- (c) The employee's decision whether to give the consent mentioned in paragraph (b) (ii) is, for the purposes of section 344 of the *Fair Work Act* (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.
- (d) However, the total period of leave cannot extend beyond the total period allowed under clause S9.1.3 or S9.1.15.

**S9.1.18 Application for extension, part-time work or keeping in touch days**

- (a) An application mentioned in clause S9.1.15, S9.1.16 or S9.1.17 must:
  - (i) be in writing; and
  - (ii) be made –
    - (A) for an application for an extension of short parental leave or short adoption leave, at least two (2) business days before the leave ends; or
    - (B) for an application for an extension of maternity leave, long parental leave or long adoption leave, at least four (4) weeks before the leave ends; or
    - (C) for an application to return to work on a part-time basis, at least seven (7) weeks before the leave ends;
    - (D) for an application for a keeping in touch day, at least fourteen (14) days prior to the day(s); and
  - (iii) state the nature of the application; and
  - (iv) state the dates the extension, the keeping in touch day(s), or return to work on a part-time basis, being applied for is to start and end; and
  - (v) state the impact refusal of the application might have on the employee and the employee's dependants; and
  - (vi) be accompanied by a statutory declaration by the employee stating:
    - (A) for an application for an extension of maternity leave, long parental leave or long adoption leave—the employee is seeking the extension so the employee can continue to be the child's primary caregiver; or
    - (B) for an application to return to work on a part-time basis—the employee is seeking to work on a part-time basis so the employee can continue to be the child's primary caregiver when not at work.
- (b) The period in relation to which an application under clause S9.1.16 may be made cannot extend beyond the day the child in relation to whom parental leave was taken is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.

**S9.1.19 Employer to give proper consideration to application for extension, a keeping in touch day or part-time work**

- (a) In deciding whether to agree to an application under clauses S9.1.15, S9.1.16 or S9.1.17, the employer must consider the following:
  - (i) the particular circumstances of the employee that give rise to the application, particularly circumstances relating to the employee's role as the child's caregiver;
  - (ii) the impact refusal of the application might have on the employee and the employee's dependants;
  - (iii) The effect that agreeing to the application would have on the conduct of the employer's business, including, for example:
    - (A) any additional cost the employer would incur; and
    - (B) the employer's capacity to reorganize work arrangements; and
    - (C) the availability of competent replacement staff; and

- (D) any loss of efficiency in the conduct of the employer's business; and
  - (E) the impact of the employee's absence or temporary absence on the delivery of customer service.
- (b) the employer must not unreasonably refuse an application under clauses S9.1.15, S9.1.16 or S9.1.17.
- (c) the employer must advise the employee, in writing, of the employer's decision:
  - (i) if the application is for an extension of short parental leave or short adoption leave, as soon as possible after receiving the application but before the short parental leave or short adoption leave ends; or
  - (ii) for any other application, within fourteen (14) days after receiving the application.
- (d) If the employer refuses the application, the employer must provide the employee with written reasons for refusing the application.

#### S9.1.20 Shortening Period of Parental Leave

If the employer agrees, an employee may shorten parental leave by written notice given to the employer at least fourteen (14) days before the employee wants to return to work.

#### S9.1.21 Effect on Parental Leave of Ceasing to be the Primary Caregiver

- (a) This clause applies if:
  - (i) during a substantial period starting on or after the start of an employee's long parental leave, the employee is not the child's primary caregiver; and
  - (ii) considering the length of the period and any other relevant circumstances, it is reasonable to expect the employee will not again become the child's primary caregiver within a reasonable period.
- (b) The employer may notify the employee of the day, at least four (4) weeks after the employer gives the notice, on which the employee must return to work.
- (c) Where the employee returns to work in accordance with paragraph (b), the employer must cancel the rest of the leave.

#### S9.1.22 Return to Work After Parental Leave etc.

- (a) This clause applies to:
  - (i) an employee who returns to work after parental leave; or
  - (ii) a female employee who returns to work after special maternity leave or personal leave under clause S9.1.27.
- (b) The employee is entitled to be employed in:
  - (i) the position held by the employee immediately before starting their leave; or
  - (ii) if the employee worked part-time because of the pregnancy before starting maternity leave, the position held by the employee immediately before starting part-time work; or
  - (iii) if the employee was transferred to a safe job under clause S9.1.26 before starting maternity leave, the position held by the employee immediately before the transfer.
- (c) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.

- (d) An employer must make a position to which an employee is entitled available to the employee.
- (e) If a long term casual employee's hours were reduced because of the pregnancy before starting maternity leave, the employer must restore the employee's hours to hours equivalent to those worked immediately before the hours were reduced.

#### S9.1.23 Employer's Obligation to Advise about Parental Leave Entitlements

- (a) On becoming aware that an employee or an employee's spouse is pregnant, or that an employee is adopting a child, an employer must inform the employee of:
  - (i) the employee's entitlement to parental leave under this division; and
  - (ii) the employee's obligations to notify the employer of any matter under this Schedule.
- (b) An employer can not rely on an employee's failure to give a notice or other document required by this Schedule unless the employer establishes that subclause (a) has been complied with.

#### S9.1.24 Dismissal Because of Pregnancy or Parental Leave

- (a) An employer must not dismiss an employee because:
  - (i) the employee or employee's spouse is pregnant or has applied to adopt a child; or
  - (ii) the employee or employee's spouse has given birth to a child or adopted a child; or
  - (iii) the employee has applied for, or is absent on, parental leave.
- (b) This clause does not affect any other rights of:
  - (i) an employer to dismiss an employee in a manner which is not inconsistent with the Act; or
  - (ii) a dismissed employee.

#### S9.1.25 Replacement Employees

- (a) The employer must, before a replacement employee starts employment, give the replacement employee a written notice informing the replacement employee of:
  - (i) the temporary nature of the employment; and
  - (ii) the parent's right to return to work.
- (b) In this clause replacement employee means:
  - (i) a person who is specifically employed because an employee (the parent)—
    - (A) starts parental leave; or
    - (B) is transferred to a safe job under clause S9.1.26; or
  - (iii) a person replacing an employee who is temporarily promoted or transferred to replace the parent.

#### S9.1.26 Transfer to a Safe Job

- (a) This clause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or newborn child (the risk period).

- (b) The assessment of the risk is to be made on the basis of:
  - (i) a doctor's certificate given by the employee to the employer; and
  - (ii) the employer's obligations under the applicable Work Health and Safety legislation.
- (c) The employer must temporarily adjust the employee's working conditions or hours of work to avoid exposure to the risk.
- (d) If an adjustment is not feasible or can not reasonably be required to be made, the employer must transfer the employee to other appropriate work that:
  - (i) will not expose her to the risk; and
  - (ii) is, as nearly as possible, comparable in status and remuneration to that of her present work.
- (e) If there is no appropriate safe job available the employee is entitled to take paid no safe job leave for the risk period for as long as a doctor certifies it is necessary to avoid exposure to the risk.
- (f) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period (s81(5)).
- (g) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.

#### S9.1.27 Special Maternity Leave and Personal Leave

- (a) This clause applies if, before an employee starts maternity leave:
  - (i) the employee's pregnancy terminates before the expected date of birth, other than by the birth of a living child; or
  - (ii) the employee suffers illness related to her pregnancy.
- (b) For as long as a doctor certifies it to be necessary, the employee is entitled to the following types of leave:
  - (i) unpaid leave (special maternity leave);
  - (ii) paid personal leave, either instead of, or as well as, special maternity leave.

#### S9.1.28 Special Adoption Leave

An employee who is seeking to adopt a child is entitled to up to two (2) days unpaid leave to attend compulsory interviews or examinations as part of the adoption procedure.

#### S9.1.29 Employee's Obligations to Advise Employer about Particular Changes

- (a) An employee who is absent on parental leave must advise the employer of any change in the employee's contact details, including any change of address.
- (b) An employee who is absent on parental leave must also take reasonable steps to advise the employer of any significant change affecting the following as soon as possible after the change happens:
  - (i) the length of the employee's parental leave;
  - (ii) the date the employee intends to return to work;
  - (iii) an earlier decision to return to work on a full-time basis or to apply to return to work on a part-time basis.

**S9.1.30 Consultation with employee on unpaid parental leave**

- (a) If:
  - (i) an employee is on unpaid parental leave; and
  - (ii) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;

the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (b) The employee's "*pre-parental leave position*" is:
  - (i) unless paragraph (ii) applies, the position the employee held before starting the unpaid parental leave; or
  - (ii) if, before starting the unpaid parental leave, the employee:
    - (A) was transferred to a safe job because of her pregnancy; or
    - (B) reduced her working hours due to her pregnancy;

the position the employee held immediately before that transfer or reduction.

**S9.2 Personal/Carer's Leave****S9.2.1 Employee's Entitlement to Personal/Carer's Leave**

- (a) An employee may use personal/carers' leave on full pay to care for and support members of the employee's immediate family or household who requires care and support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

An example for paragraph (ii) would be an unexpected failure of child care arrangements.
- (b) If the employee has exhausted his or her entitlement under subclause S9.2.1, the employee may take up to an additional two (2) days unpaid personal/carers' leave each time the employee needs to care for and support members of the employee's immediate family or household who requires care and support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.
- (c) The employee may take additional unpaid carer's leave if the employer agrees.
- (d) An employee can not take personal/carers' leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than one (1) person to care for the person.
- (e) Personal/carers' leave may be taken for part of a day.
- (f) In this clause:
  - (i) "*employee*" does not include a casual employee.
  - (ii) "*personal leave*" includes sick personal leave accrued before the commencement of this clause.

### S9.2.2 A Long Term Casual Employee's Entitlement to Personal/Carer's Leave

- (a) A long term casual employee is entitled to ten (10) days unpaid personal/carer's leave in each year to care for and support members of the employee's immediate family or household who requires care and support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.
- (b) The long term casual employee may take additional unpaid personal/carer's leave if the employer agrees.
- (c) A long term casual employee can not take personal-carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than one (1) person to care for the person.
- (d) Personal-carer's leave may be taken for part of a day.
- (e) The employer must not fail to re-engage a long term casual employee only because the long term casual employee has taken personal-carer's leave under this clause.
- (f) However, the rights of an employer not to re-engage a long term casual employee are not otherwise affected.

### S9.2.3 Short Term Casual Employee's Entitlement to Personal/Carer's Leave

- (a) A short term casual employee is entitled to leave work or to be unavailable to attend work for up to two (2) days personal/carer's leave each time the employee needs to care for and support members of the employee's immediate family or household who requires care and support because of:
  - (i) when they are ill or injured; or
  - (ii) an unexpected emergency arises; or
  - (iii) of the birth of a child.
- (b) The short term casual employee may leave work or be unavailable to attend work for reasons mentioned in subclause S9.2.3 (a) for additional periods if the employer agrees.
- (c) A short term casual employee can not take personal/carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than one (1) person to care for the person.
- (d) Personal/carer's leave may be taken for part of a day.
- (e) The employer must not fail to re-engage a short term casual employee only because the short term casual employee has taken carer's leave under this clause.
- (f) However, the rights of an employer not to re-engage a short term casual employee are not otherwise affected.
- (g) Leave taken under this clause is unpaid.

### S9.2.4 Employees etc. to Provide Supporting Information to Employer

- (a) If an employee is taking personal/carer's leave to care for and support a member of the employee's immediate family or household who is ill or injured, or because an unexpected emergency has arisen, the employee must, if required by the employer, produce a doctor's certificate (where appropriate) or a statutory declaration evidencing that the member is ill with an illness requiring care by another or that an unexpected emergency has arisen.

- (b) An employee must, if practicable, give the employer:
  - (i) notice of the intention to take personal/carer's leave before taking the leave; and
  - (ii) the name of the person requiring care and the person's relationship to the employee; and
  - (iii) the reason for taking the leave; and
  - (iv) the period that the employee estimates he or she will be absent; and
  - (iv) if the reason for taking the leave is because an unexpected emergency has arisen, the nature of the emergency.
- (c) If it is not practicable for the employee to notify the employer of the intention to take personal/carer's leave before taking the leave, the employee must notify the employer at the first reasonable opportunity.

### **S9.3 Compassionate Leave**

#### **S9.3.1 Entitlement**

- (a) An employee, other than a long term casual employee or short term casual employee, is entitled to:
  - (i) at least three (3) days paid compassionate leave for each permissible occasion when a member of the person's immediate family or household:
    - (A) contracts or develops a personal illness that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (B) sustains a personal injury that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (C) dies; and
  - (ii) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid compassionate leave equal to the time reasonably required for the travel.
  - (iii) compassionate leave may be taken as a single three (3) day period, three (3) separate one day periods, or as otherwise agreed with the employer; and
  - (iv) if the permissible occasion is the contraction or development of a personal illness, or sustained the personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (b) A Long Term Casual Employee is entitled to:
  - (i) at least three (3) days unpaid compassionate leave for each permissible occasion when member of the person's immediate family or household:
    - (A) contracts or develops a personal illness that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (B) sustains a personal injury that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (C) dies; and
  - (ii) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid compassionate leave equal to the time reasonably required for the travel.
  - (iii) compassionate leave may be taken as a single three (3) day period, three (3) separate one day periods, or as otherwise agreed with the employer; and
  - (iv) if the permissible occasion is the contraction or development of a personal illness, or sustained the personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

- (c) A Short Term Casual Employee is Entitled to be Unavailable to Attend Work:
  - (i) for up to three (3) days on unpaid compassionate leave for each permissible occasion when a member of the person's immediate family or household:
    - (A) contracts or develops a personal illness that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (B) sustains a personal injury that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (C) dies; and
  - (ii) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death - an amount of unpaid compassionate leave equal to the time reasonably required for the travel.
  - (iii) compassionate leave may be taken as a single three (3) day period, three (3) separate one day periods, or as otherwise agreed with the employer; and
  - (iv) if the permissible occasion is the contraction or development of a personal illness, or sustained the personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (d) In the event of a death the employee must give the employer a copy of the funeral notice or other evidence of the death the employer reasonably requires.
- (e) An employee must give his or her employer notice of the taking of compassionate leave as soon as practicable (which may be at a time after the leave has started) and must advise the employer of the period, or expected period, of the leave.
- (f) An employee who has given their employer notice of taking compassionate leave must, if required by the employer, provide the employer with evidence which would satisfy a reasonable person that the leave is taken for the reason specified.
- (f) An employee may take additional leave as unpaid compassionate leave if the employer agrees.
- (g) The employer must not fail to re-engage a casual employee only because the casual employee has taken compassionate leave under this clause.
- (h) However, the rights of an employer not to re-engage a casual employee are not otherwise affected.

**SCHEDULE 10 - COUNSELLORS (WITHOUT TEACHER QUALIFICATIONS) – CHARACTERISTICS – QUALIFICATIONS – DUTIES AND SKILLS**

Level 6	Level 7
<p><u>Competency of employee</u></p> <p>Competency at this level involves self directed development and application of professional knowledge with substantial depth in some areas.</p> <p>A broad range of professional skills are applied to roles and functions in both varied and highly specific contexts.</p> <p>A proportion of competencies involve complex, specialized or professional functions.</p> <p>Competencies are used independently and are substantially non-routine with initiative being exercised in the application of professional practices.</p> <p>Significant discretion and judgement are required in planning, design, professional, technical or supervisory functions related to services, operations or processes for self and/or others.</p> <p>Works under broad guidance.</p> <p><u>Supervision of employees' work</u></p> <p>Work is usually measured in terms of the achievement of stated objectives to agreed standards.</p> <p>May be less direct than at lower levels and usually be related to task methodology and work practices.</p> <p>May involve a level of autonomy in accordance with a broad plan or budget strategy.</p> <p><u>Supervision of others</u></p> <p>Responsibility for the supervision and monitoring of the work of others and of workflow in the area of responsibility may be involved.</p> <p>Leadership and development of teams and responsibility for outcomes may be required.</p>	<p><u>Competency of employee</u></p> <p>Competency at this level involves the use of initiative in self directed development and application of expert knowledge with extensive recognised expertise in some areas.</p> <p>A breadth and depth of professional skills are applied to roles and functions in both varied and highly specific contexts.</p> <p>A high proportion of competencies involve significant scope and/or complex, specialized or professional functions.</p> <p>Duties of an innovative and/or critical nature are undertaken without professional direction and initiative is exercised in the application of professional practices.</p> <p>Significant discretion and independent judgement are required within constraints set by management.</p> <p><u>Supervision of employees' work</u></p> <p>Work is usually performed under general guidance with limited or no professional supervision.</p> <p>The general quality of work is monitored by school management and is subject to stated objectives and professional standards.</p> <p><u>Supervision of others</u></p> <p>Responsibility for the setting and achieving of objectives by a work section and its staff may be involved.</p> <p>Responsibility for assessment, training and development and performance counselling of staff may be required.</p>

**Characteristics (additional to above and specific to school counsellors (without teacher qualification)):**

Level 6	Level 7
<p><u>Competency of employee</u></p> <p>The solution of problems may require the exercise of professional judgement through the selection and application of professional procedures, methods and standards, however guidance from senior staff is readily available.</p> <p>Employees at this level may operate individually or as a member of a project team within a work group.</p> <p>Professional judgement may be exercised within prescribed areas, however the provision of results are subject to verification and validation.</p> <p><u>Supervision of employees' work</u></p> <p>Work is initially performed under close supervision by a more experienced professional, however, this supervision is expected to reduce as experience increases.</p> <p>Guidance is always close at hand.</p> <p><u>Supervision of others</u></p> <p>Generally no supervisory responsibilities, although more experienced employees may assist new employees by providing guidance and advice.</p>	<p><u>Competency of employee</u></p> <p>Apply detailed knowledge of standard professional tasks required, with scope existing for exercising initiative in the application of established professional work practices and procedures.</p> <p>Employees are expected to exercise initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams or independently and may deputise for the professional head of a small work unit.</p> <p><u>Supervision of employees' work</u></p> <p>Work is usually performed under general guidance with the general quality of output monitored by superiors. However, the technical content of the work is not normally subject to direct supervision.</p> <p>Guidance may be given in reviewing work programs or on unusual features of an assignment.</p> <p><u>Supervision of others</u></p> <p>Some supervisory responsibility of subordinate staff may be required. The degree of supervision is variable depending on the assignment or project.</p> <p>Employees at this level may have supervisory responsibilities for technical staff, if required, together with responsibilities for training and development of subordinate professional staff within their discipline.</p> <p>Supervisory responsibilities include on-the-job training, staff assessment and performance counselling in relation to subordinates with the discipline or para professionals, as well as authority for the verification and validation of work results of supervised staff.</p>

**Qualifications: School Counsellors (Without Teacher Qualification)**

*Possession of an appropriate degree with major studies in psychology from a recognised tertiary institution and completion of an approved post graduate counsellor training program of at least one year's duration comprising academic course work, supervised practicum and a professional practices component with appropriate experience and demonstrated competency or other relevant qualifications which are acceptable to the employer.*

**Typical Skills and Duties: School Counsellors (Without Teacher Qualification)**

Level 6	Level 7
<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. This may include: the gathering, analysis and interpretation of data or preparation of reports and the consequent giving of advice to other professional staff to assist student learning; or providing pastoral ministry; or providing counselling and/or guidance support for students. (6.1.1)</p> <p>Provide professional advice to staff and students in the officer's area of expertise or qualification. (6.1.2)</p> <p>Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary. (6.2.6)</p> <p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. (6.2.1)</p> <p>Address the relevant educational, personal, vocational and social needs of students within the school setting.</p> <p>Consult with other specialist and personnel and various agencies to achieve service delivery as required.</p> <p>Apply knowledge of basic professional practices and procedures relevant to the discipline.</p> <p>Analyse and interpret findings relating to elements of specialist guidance and counselling work.</p> <p>Perform non-routine professional tasks, governed by established procedures, specific guidelines and standardised instructions.</p> <p>Apply theoretical knowledge of the relevant discipline of formal study to basic problems or minor phases of broader assignments.</p>	<p>Undertake more complex professional activities involving the selection and application, based on professional judgement, of new and existing techniques and methodologies requiring the exercise of professional independence combined with competence derived from extensive experience and/or additional study. (7.1.1)</p> <p>Undertake supervisory responsibilities which may include on the job training, staff assessment and performance counselling in relation to staff in lower level positions. (7.1.2)</p> <p>Operate and be accountable for the quality of output of a section or function within the school. (7.1.3)</p> <p>Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed. (7.4.4)</p> <p>Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organisational area. Formulate policies and provide specialist advice on policy development to senior management. (7.2.5)</p> <p>Identify policies and procedures requiring review or re-development, and define relevant issues. (7.3.3)</p> <p>Provide written reports to the school executive on complex matters, suggesting alternative courses of action and analysing the implications of each alternative. (7.3.4)</p> <p>Undertake high level research, review or investigations including the preparation of reports and associated papers to provide advice to the school on the operational and/or future directions of the employee's section and to contribute to the development of that section in the educational context of the school. (7.3.9)</p> <p>Address the relevant educational, personal, vocational and social needs of students within the school setting.</p> <p>Consult with other specialist and personnel and various agencies to achieve service delivery as required.</p>

Level 6	Level 7
	<p>Carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.</p> <p>Responsible for various professional assignments.</p> <p>Requires knowledge of either a broad or specialised field.</p> <p>Use combinations of standard procedures and/or modifications of standard procedures to resolve non-routine problems.</p>

## SCHEDULE 11 – NURSES

*Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.*

### S11.1 PART 1 - APPLICATION AND OPERATION

#### S11.1.1 Coverage

- (a) This Schedule applies to all nursing staff employed in non-institutional health settings including:
  - (i) crèches and kindergartens; and
  - (ii) independent schools
- (b) This Schedule does not apply to any person who is a member of a Religious Order.

#### S11.1.2 Definitions

- (a) "AHPRA" is the Australian Health Practitioner Regulation Agency.
- (b) "Boarding School" is an Independent School providing primary level, secondary level or vocational education that makes provision, as part of the provision of education or as an adjunct to the provision of education, for students to be accommodated.
- (c) "Casual Employee" is an employee who is employed on a daily basis for not more than thirty-two (32) hours in any one (1) week.
- (d) "Enrolled Nurse" means an employee who:
  - (i) appears on the Register of Practitioners of the AHPRA as an Enrolled Nurse (Division 2)
  - (ii) is subject to the registration standards, codes and guidelines of the NMBA; and
  - (iii) provides nursing care only under the direction and supervision of the Registered Nurse
- (e) "Independent School" includes all non-Government schools including Grammar Schools incorporated under the *Grammar Schools Act 1975 (Queensland)*.
- (f) "NMBA" is the Nursing and Midwifery Board of Australia.
- (g) "Part-time Employee" means an employee, other than a "Casual Employee", as defined, or an employee employed in a relieving capacity, who is engaged to work regular hours each week.
  - (i) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than four (4) hours or more than eight (8) hours per day.
  - (ii) Such hours shall be fewer than thirty (32) per week.
- (h) "Registered Nurse" means an employee who:
  - (i) appears on the Register of Practitioners of the AHPRA as a Registered Nurse (Division 1); and
  - (ii) is subject to the registration standards, codes and guidelines of the NMBA.

### S11.1.3 Area of Operation

For the purposes of this Schedule the Divisions and Districts are as follows:

#### (a) Divisions

- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west of 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

#### (b) Districts

- (i) Northern Division
  - (A) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
  - (B) Western District - The remainder of the Northern Division.
- (ii) Southern Division
  - (A) Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.
  - (B) Western District - The remainder of the Southern Division.

### S11.1.4 Parties Bound

This Schedule is legally binding on the employers and employees as prescribed in clause S11.1.1 and the ANMF/QNU.

## **S11.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### S11.2.1 Contract of Employment

#### (a) Type of Engagement

An employee may be engaged as a full-time, part-time or casual employee.

#### (b) Written confirmation of employment details

The employer shall provide to the employee, upon engagement, written confirmation of employment details that specifies the following:

- (i) type of engagement;
- (ii) classification and pay point level;

- (iii) whether a probationary period applies, and if so, the duration and terms of that probationary period;
- (iv) in the instance of part-time employees such confirmation shall include the number of ordinary hours of work contracted as usually required.

### **S11.3 PART 3 - WAGES AND WAGE RELATED MATTERS**

#### **S11.3.1 Wages**

- (a) The minimum rates of pay for employees covered by this Schedule are contained in Schedule 1 of this Agreement

- (b) Casual Employees

Casual employees, as defined in clause S11.1.2 (c), shall be paid twenty-five percent (25%), in addition to the ordinary weekly rates of pay prescribed in clause S11.3.1 (a) and shall be further entitled to any allowance applicable based pro rata on the number of hours worked in relation to thirty-eight (38) in any week. Such employees shall be paid as for a minimum of two (2) hours' work per engagement.

- (c) Part-Time Employees

Part-time employees shall be paid at the rate of one-thirty-eighth (1/38th) of the weekly rate of wages prescribed for the appropriate classification per hour with a minimum payment as for four (4) hours on any day when work is performed. Such employees shall be further entitled to any allowances applicable, based pro rata on the number of hours worked in relation to thirty-eight (38) in any week.

- (d) Full-time Nurses in Boarding Schools - Annualised Salary Arrangement

- (i) A full-time nurse and the School may enter into an agreement whereby the nurse is paid an annualised salary. The nurse must be paid at least the appropriate minimum weekly rate for that nurse as set out in Schedule 1 for the entire twelve (12) months. For the purposes of Annual Leave under the NES, such leave is included in this salary and is deemed to be taken during semester breaks. Employees who enter into an annualised salary arrangement may agree to be excluded from the following provisions of this Agreement:

- (A) on-call allowance (clause S11.3.2 (b))
- (B) recall (clause S11.3.2(c))
- (C) meal breaks - extra payment for working during meal break (clause S11.4.2(b))
- (D) weekend work - extra payment (clause S11.4.5)
- (E) afternoon and night duty - extra payment (clause S11.4.6)
- (F) overtime (clause S11.4.7)
- (G) annual leave (clause S11.5.1)
- (H) public holidays (clause S11.5.2)

- (ii) Negotiating the Annualised Salary

When negotiating the annualised salary the School and the nurse shall take into consideration the expected work requirements and the excluded provisions that would otherwise apply. The terms and conditions of employment for a salaried employee agreed under this clause shall not be less favourable overall than those which would otherwise apply if the employee had not entered into the salaried arrangement.

## (iii) Recording the Annualised Salary

- (A) Where such annualised salary agreement exists, it must be recorded in writing between the School and the nurse affected prior to its commencement and a copy must be kept as part of the nurse's time and wages record. The written agreement must include the following:
- (1) the number of weeks to be worked under the arrangement
  - (2) the hours of work required
  - (3) the negotiated exclusions under subclause (i) above.
- (B) A nurse covered by an annualised salary arrangement must have all hours worked recorded by the employer and kept for seven (7) years. These records are to include, as a minimum:
- (1) the start and finish times of each shift;
  - (2) start and finish times of meal breaks taken;
  - (3) sleepover/on-call taken and the start and finish times of this sleepover/on-call; and
  - (4) the number of times the employee was required to perform work during a sleepover/on-call and period of time of each such occasion
- (C) For the purposes of this clause "*sleepover*" is defined as sleeping in at night to undertake duty of care requirements and to be on-call for emergencies.

## (iv) Review of Annualised Salary

- (A) On the anniversary date of entering into the annualised salary arrangement, the nurse and the School may review, or at the request of the nurse must review, the annualised salary arrangement. During any such review either party may elect to discontinue the annualised salary arrangement by giving four (4) weeks' notice in writing. If this occurs then the nurse will thereafter revert term-time employment unless another arrangement is negotiated.
- (B) If the annualised salary arrangement is renegotiated the new or amended agreement is to be recorded in accordance with subclause (iii) of this clause.
- (C) If the school does not inform the nurse of this clause every time a review is available then the nurse retains the right to discontinue the annualised salary arrangement at any time.
- (D) During the review the nurse must be provided with a detailed comparison by the School showing how their annualised salary arrangement would compare to a nurse working the same hours but not working on such arrangement for the preceding year.

## (v) Treatment of Salary upon Termination or Discontinuance of the Arrangement

A nurse who is employed under an annualised salary arrangement and whose employment terminates or who decides to discontinue the annualised salary arrangement as allowed in subclause (iv) above shall be paid the proportion of their annual salary of that year that their service (excluding school vacations) bears to the number of weeks in a year that they would ordinarily be required to work. Such proportion of salary shall be calculated on the salary which the employee was receiving immediately before cessation of employment or discontinuance of the arrangement.

## (e) Accelerated Advancement

- (i) A Registered Nurse Level 1 shall be entitled to advance one paypoint on that person's first employment following registration with the AHPRA, or at any time during that person's employment as a Registered Nurse Level 1, upon successful completion of a post-registration course of at least twelve (12) months duration where the employee is required to perform the duties of a position to which the course is directly relevant.

It is recommended that nurses contemplating undertaking a course as described in clause S11.3.1 (e) should consult with their employer prior to commencement of study to clarify whether the employer accepts that it is a course as described in clause S11.3.1 (e).

## (ii) Advancement

- (A) A Registered Nurse Level 1 whose current Schedule rate of pay includes the advancement provided for in clause S11.3.1 (e) (i) shall not be entitled to further advancement under clause S11.3.1 (e).
- (B) A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause S11.3.1 (e) (i) if that nurse is no longer working in a position for which such additional registration is a requirement;
- (iii) A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause S11.3.1 (e) (i) if that nurse is no longer working in a position for which such post-registration course is directly relevant.
- (iv) "*Paypoint*" in clause S11.3.1 (e) only, means a year in pay.

## (f) Total Experience to Count

- (i) For the purpose of determining the rate of wages payable by reference to the year of service or paypoint of any employee, an employee shall be given credit for all previous continuous nursing service.
- (ii) Previous nursing service shall include time spent in obtaining additional nursing qualifications other than the basic qualification required for registration.
- (iii) A part-time or Casual Employee shall be required to complete the equivalent of a full working year (1,976 hours) from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment. A person who has completed 1,976 hours of duty, or has received payment for 1,976 hours, including annual, personal, compassionate and other paid leave, shall be deemed to have completed a full year.
- (iv) In calculating continuous nursing service for the purpose of this clause, any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over three (3) years from nursing duties covered by a relevant nursing agreement shall not be taken into account.
- (v) On termination of employment each employee shall be given a certificate signed and dated by the employer setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in paypoint pursuant to clause S11.3.1 (e), and in the instance of part-time and Casual Employees, the total hours worked.
- (vi) The onus of proof of previous experience shall be on the employee.
- (vii) An employee unable to provide proof of previous experience within four weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous

- experience is provided to the employer and only then will the higher rate become payable from the date supplied.
- (viii) Subject to proof of previous experience being provided within four (4) weeks, the employer will adjust previous payments back to the date of commencement.
  - (ix) The employee may seek the assistance of the union to obtain or establish such proof of previous experience still outstanding.
- (g) Board and Lodging
- (i) Where board and lodging are supplied to employees residing within employer accommodation the employer shall be entitled to deduct the following amounts from the weekly rates of pay prescribed for such employees:
- |  | \$ Per week |
|--|-------------|
| For all Registered and Enrolled Nurses | 54.78       |
| For Assistants-in-Nursing              | 51.54       |
- (ii) In all cases the ratio of the value of board to that of lodging shall be two (2) to one (1).
  - (iii) The above rates will be adjusted annually in accordance with the State Wage Case increases to existing allowances.
  - (iv) Where employees who are living out are provided with meals by the employer, a deduction shall be made from the employee's wages at the rate of one-twenty-first (1/21st) of the allowances for board calculated to the nearest cent for each meal so provided.

#### S11.3.2 Allowances

(a) Divisional and District Parities

The divisional and district parities (as described in Schedule 1J) for employees other than teachers shall be paid in addition to the employees wages as prescribed in Schedule 1 (Wages, Salaries and Allowances) of this Agreement.

(b) On Call Allowances

- (i) The provisions hereunder apply to employees who are rostered to be on-call at their private residence, or at any other mutually agreed place, other than the employer's premises.

- (A) An employee rostered to be on-call shall receive an additional amount as follows:

- (1) 21.16 for each twenty-four (24) hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
- (2) 31.77 for each twenty-four (24) hour period or part thereof when the on-call period is on a Saturday;
- (3) 37.05 for each twenty-four (24) hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

- (B) If an employee rostered to be on-call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause S11.3.2 (b) (i). A minimum payment of three (3) hours at the appropriate overtime rate shall be paid, except in the case of unforeseen circumstances arising, the employee shall

not be required to work for three (3) hours if the work for which the employee was required, and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.

- (C) An employee who is required to work shall be provided with transport to and from the employee's home or shall be refunded the cost of such transport.

Where an employee is required to work within three (3) hours of commencing normal duty and remains at work, the employee shall be provided with transport from the employee's home to the workplace, or shall be refunded the cost of such transport.

- (D) An employee placed on-call is required to remain at the employee's private residence or any other mutually agreed place as will enable the employer to readily contact the employee during the hours for which the employee has been placed on-call. Clause S11.3.2 (b) (i) should not prevent the provision by employers of electronic or other devices by which the employee could be contacted as an alternative to being stationed at an agreed place.

- (E) An employee on-call who usually lives out and who is required to remain on close call within the workplace precincts shall be provided free of charge with board and lodging in addition to any allowance payable pursuant to clause S11.3.2 (b).

- (ii) In employee who is required to remain on the employer's premises and is provided with board and lodging shall be paid the following amounts in addition to the amounts specified in clause S11.3.2 (b) (i):

- (A) \$12.00 for each twenty-four (24) hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
- (B) \$15.00 for each twenty-four (24) hour period or part thereof when the on-call period is on a Saturday;
- (C) \$20.00 for each twenty-four (24) hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

Payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

- (iii) Clause S11.4.7 (c) shall not apply when an employee has actually worked less than two (2) hours in total on one or more call-outs.

- (iv) Clause S11.3.2 (b) shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).

(c) Recall

The following provisions shall apply to employees who are not rostered to be on-call, but who are recalled to work:

- (i) an employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of three (3) hours. The time spent travelling to and from the place of duty shall be deemed to be time worked;
- (ii) where an employee is recalled within three (3) hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment;

- (iii) except in the case of unforeseen circumstances arising, an employee who is recalled to work shall not be obliged to work for three (3) hours if the work for which the employee was recalled, any associated duty, is completed within a shorter period;
  - (iv) if an employee is recalled to work, the employee shall be provided with transport to and from the employee's home or shall be refunded the cost of such transport:
    - (A) Where an employee is recalled to work within three (3) hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from the employee's home to the workplace or shall be refunded the cost of such transport;
    - (B) the provisions of clause S11.4.7 (c) shall not apply when an employee has actually worked less than two (2) hours in total on one or more call-outs; and
  - (v) clause S11.3.2 (c) shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).
- (d) Uniform and Laundry Allowance
- (i) The employer shall supply free of charge, a uniform of a type or design considered most suitable, or in lieu thereof, an allowance at the rate of \$312 per annum shall be paid on a pro rata basis each pay day.
  - (ii) Where uniforms are not laundered at the employer's expense an allowance of \$1.85 per week shall be paid.
  - (iii) The uniform and laundry allowance shall only be payable where the employer requires a uniform of a specific type to be worn but does not provide such uniform.
- (e) In Charge Allowance - Independent Schools
- If there is no Registered Nurse Level 2 or Registered Nurse Level 3 employed and there are two (2) or more nurses employed on nursing duties in any one Boarding School, one (1) of those nurses shall be named and shall be deemed to be senior. The deemed senior shall be paid the amount of \$3.40 per week in addition to the rates prescribed in clause S11.3.1 (a). This amount shall increase to \$17.90 per week from 1 May 2015; to \$18.30 from 1 May 2016; to \$18.80 from 1 May 2017; and to \$19.30 from 1 May 2018.

#### **S11.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

##### **S11.4.1 Hours of Work**

- (a) Ordinary Hours
 

Subject to clause S11.4.1 (c), and subject to the exceptions in clause S11.4.1, the ordinary hours of work shall be an average of 38 hours per week, to be worked on the following basis:

  - (i) one hundred and fifty-two (152) hours within a work cycle not exceeding twenty-eight (28) consecutive days;
  - (ii) if there are compelling reasons to do so, and subject to clause S11.4.1 (d) the method of implementation of the thirty-eight (38) hour week may be varied for individual employees, groups or sections of employees.
- (b) Maximum Daily Ordinary Hours
 

The ordinary hours of work shall be worked continuously and shall not exceed ten (10) hours on any day.

- (c) Where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

- (d) Implementation of Thirty-eight (38) Hour Week

Subject to clause S11.4.1 (d):

- (i) subject to the exceptions in clause S11.4.1 (c), the principal way by which the thirty-eight (38) hour week is to be implemented is by working ordinary hours through the work cycle so as to provide an accrued day off.
  - (ii) where the thirty-eight (38) hour week is implemented by granting employees an accrued day off it shall be on the following basis:
    - (A) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle; or
    - (B) by fixing one (1) or more work days on which all employees will be off during a particular work cycle.
  - (iii) when the ordinary work cycle provides for an accrued day off, the accrued day off shall not fall on a public holiday. The employer and employee shall, by mutual agreement, arrange for an alternative accrued day off.
  - (iv) where the arrangement of ordinary hours of work provides for an accrued day off, the employer and each employee in each section, establishment or unit concerned may agree to accumulate up to a maximum of five (5) days off.
  - (v) consent to accumulate accrued days off shall not be unreasonably withheld by either the employer or the employees. Where agreement is reached to defer or accumulate accrued days off, payment for work on accrued days off will be at ordinary rates.
  - (vi) where agreement in clause S11.4.1(c)(v) has been reached, the accumulated accrued days off shall be taken within twelve (12) calendar months from the date of the entitlement to the first accrued day off.
  - (vii) subject to, and in accordance with the twelve (12) calendar month requirement in clause S11.4.1 (c) (vi), an employee must take and exhaust all accumulated accrued days off prior to the taking of periods of annual leave, but such accumulated accrued days off may be taken in conjunction with annual leave and/or long service leave.
  - (viii) subject to clause S11.4.1 (d), and where there are compelling reasons to do so, different methods of implementation of the thirty-eight (38) hour week may apply to individual employees, groups or sections of employees in the facility concerned.
  - (ix) for the purpose of clause S11.4.1(c) "*compelling reasons*" mean:
    - (A) where employees bound by this Agreement are employed by an employer whose principal business is other than of nursing and the majority of employees are covered by an agreement approved by the Fair Work Commission then the provisions for implementing a thirty-eight (38) hour week as specified by that the agreement shall apply.
    - (B) where the operational or administrative requirements of the business necessitate implementation of the thirty-eight (38) hour week by methods other than an accrued day off.
    - (C) where there is a dispute over whether the operational or administrative requirements necessitate the implementation of the thirty-eight (38) hour week by methods other than an accrued day off, the employer shall have the onus of establishing such reasons exist.
- (e) Thirty-eight (38) Hour Week - Procedures for Work Area Level Discussions
  - (i) The employer and all employees concerned in each section, establishment or unit shall consult over the most appropriate means of implementing and working a thirty-eight (38) hour week.

- (ii) The objective of such consultation shall be to reach agreement on the method of implementing and working the thirty-eight (38) hour week in accordance with clause S11.4.1 (c).
  - (iii) The outcome of such consultation shall be recorded in writing.
  - (iv) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of the relevant employee or employer organisation.
  - (v) After implementation of the thirty-eight (38) hour week, upon giving seven (7) days' notice, or such shorter period as may be mutually agreed upon, the method of working the thirty-eight (38) hour week may be altered, from time to time, following negotiations between the employer and employees concerned utilising the foregoing provisions of clause S11.4.1.
  - (vi) Notwithstanding the provisions of clause S11.4.1 if a dispute or difficulty should arise over the implementation of the thirty-eight (38) hour week it is open to either party to seek the assistance of the Fair Work Commission to resolve the matter.
  - (vii) Should a dispute or difficulty over implementation of the thirty-eight (38) hour week concerning the accrued day off arise the onus in any proceedings is on the employer to establish that there are compelling reasons as to why the accrued day off should not be implemented.
  - (viii) Notwithstanding the consultative procedure outlined in clause S11.4.1 (d), in the event of a dispute or difficulty arising over the implementation of the thirty-eight (38) hour week the employer may determine the method by which the thirty-eight (38) hour week is implemented until such dispute or difficulty is resolved.
- (f) Any such determination by the employer shall be without prejudice to the resolution of the dispute.

#### S11.4.2 Meal Breaks

- (a) Where an employee is rostered to work at least six (6) hours, a meal break of no less than thirty (30) minutes shall be available between the fourth (4th) and the sixth (6th) hour after commencement of duty, and thereafter at intervals of no more than six (6) hours.
- (b) Except as provided in clause S11.4.2 time and a-half shall be paid for all work required to be performed during meal breaks and thereafter until a meal break is taken.
- (c) Clause S11.4.2 (b) shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).
- (d) Employees performing ordinary work in excess of eight (8) hours and up to ten (10) hours per day shall be entitled to a meal break of not less than one-half hour and not more than one hour at or about the fifth (5th) hour from the ordinary starting time each day.
- (e) In the event of an emergency circumstance occurring during the meal break such meal break may be delayed without penalty.
  - (i) The meal break should be taken as soon as the emergency circumstance ends.
  - (ii) Payment in accordance with clause S11.4.2 (b) shall be made if the meal break is unable to be taken after the emergency circumstance ends.

#### S11.4.3 Rest Pauses

- (a) Full-Time Employees

Every full-time employee covered by this Agreement shall be entitled to a rest pause of ten (10) minutes' duration in the employer's time in the first and second portion of daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

## (b) Part-Time and Casual Employees

- (i) Every part-time and Casual Employee shall be entitled to a paid rest pause after three (3) hours continuous duty.
- (ii) Such employees who are engaged to work more than six (6) and a-half hours in any one (1) engagement shall be entitled to rest pauses as for a full-time employee.

## (c) Combining Rest Pauses

- (i) Notwithstanding clauses S11.4.3 (a) and S11.4.3 (b) and by management discretion, the employer may combine the period of the two (2) rest pauses to provide one (1) twenty (20) minute rest pause. In the case of the morning duty, it is taken in the first portion of the duty period, and in the case of the afternoon duty, it is taken in the second portion of the duty period. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (ii) The ability to combine rest pauses shall not be available with respect to employees working ordinary hours of more than eight (8).

## S11.4.4 Rest Days

- (a) Employees working the hours prescribed by clause S11.4.1 shall be allowed four (4) rest days (rostered days off) during each fortnight (fourteen (14) days). Each rostered day off shall consist of a continuous period of twenty-four (24) hours, which where practicable shall include from midnight to midnight.
- (b) An employee's roster may provide for any one (1) of the following combinations of days free from rostered work in each fortnight:
  - (i) two (2) periods comprising two (2) days each;
  - (ii) three (3) consecutive days and one (1) stand-alone day or;
  - (iii) one (1) period of four (4) consecutive days.
- (c) Any one (1) of these combinations may be varied to enable two (2) single days free from rostered work if requested in writing by the employee.
- (d) Where agreement under clause S11.4.1 (b) has been reached, employees shall be allowed additional rest days in accordance with the rostered hours of duty for the particular fortnight.

## S11.4.5 Weekend Work - Extra Payment

- (a) All rostered ordinary hours worked by any employee between midnight Friday and midnight Sunday up to and including ten (10) ordinary hours in any one shift shall be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:
 

(i) midnight Friday to midnight Saturday	fifty per cent (50%)
(ii) midnight Saturday to midnight Sunday	seventy-five per cent (75%)
- (b) All time worked by an employee during the above week-end period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages:
- (c) Clause S11.4.5 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).

#### S11.4.6 Afternoon and Night Duty - Extra Payment

- (a) Afternoon Shift - Extra Payment
  - (i) “*afternoon shift*” means a shift where a majority of hours are worked after 12 midday and finished at or after 6:00pm
  - (ii) afternoon shift workers shall be paid an allowance of twelve and a half per cent (12.5%) for each shift of ordinary hours.
- (b) Night Shift - Extra Payment
  - (i) Night shift is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.
  - (ii) Night shift workers shall be paid an allowance of fifteen percent (15%) for each shift of ordinary hours.
- (c) In the case of a Casual Employee the shift allowance shall be calculated upon the relevant wage rate exclusive of the casual loading.
- (d) Afternoon and night shift allowances shall not apply to Registered Nurses working on Saturday and Sunday when extra payment for week-end work applies.
- (e) Clause S11.4.6 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).

#### S11.4.7 Overtime

- (a) Employees Entitlements
  - (i) All time worked in excess of the ordinary working hours as prescribed in clause 4.1 of this Schedule shall be overtime and shall be paid for at the following rates:
    - (A) in the case of shift workers at the rate of double time;
    - (B) in the case of all other employees at the rate of time and one-half for the first three (3) hours and double time thereafter on any one day;
    - (C) all overtime on a Sunday shall be paid at the rate of double time.
  - (ii) Payment shall be made for all overtime worked and time off in lieu shall not be regarded as payment.
- (b) Overtime Meal
 

An employee who is called upon to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid \$13.64 in lieu, after more than two (2) hours or after more than one (1) hour if overtime continues beyond 6.00 p.m. in addition to overtime payment for the time worked.
- (c) Ten (10) hour Break Between Shifts
 

When an employee is required to continue working after the completion of the employee's ordinary shift, the employee shall be allowed not less than ten (10) hours off duty without loss of pay in respect of the employee's next ordinary shift of duty.
- (d) Exemption - Full-time Nurses in Boarding Schools - Annualised Salary Arrangement.

Clause S11.4.7 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with Clause S11.3.1 (d).

**S11.5 PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS****S11.5.1 Annual Leave**

- (a) Entitlement
  - (i) Every employee (other than a casual Employee) covered by this Agreement shall at the end of each year of employment be entitled to annual leave on full pay as follows:
    - (A) not less than one hundred and ninety (190) hours if employed on shift work where three (3) shifts per day are worked over a period of seven (7) days per week;
    - (B) not less than one hundred and ninety (190) hours if employed in a Boarding School;
    - (C) not less than one hundred and fifty-two (152) hours in any other case.
- (b) Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause S11.5.1 (g)) shall be paid for by the employer in advance:
  - (i) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement, at that excess rate; and
  - (ii) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Schedule.
- (c) By mutual agreement employees (other than casuals) may utilise up to thirty-eight (38) hours of annual leave entitlement in a minimum of single day absences for personal reasons.
- (d) If any such annual leave has not been taken as it falls due from time to time, such annual leave, by mutual arrangement, may be accumulated for a period not exceeding two (2) years.
- (e) The application of clause S11.5.1 (d) is conditional upon the employee having been afforded reasonable opportunity to take such leave.
- (f) Reasonable notice of the commencement of annual leave shall be given to the employee.
- (g) Except in case of termination it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.
- (h) Calculation of Annual Leave Pay
 

In respect to annual leave entitlement to which clause S11.5.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

  - (i) shift workers
 

subject to clause S11.5.1 (g) (ii), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
  - (ii) all employees
 

subject to clause S11.5.1 (g)(iii) in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

    - (A) the employee's ordinary wage rate as prescribed by the Schedule for the period of the annual leave (excluding shift premiums and week-end penalty rates);

- (B) a further amount calculated at the rate of seventeen and a half per cent (17.5%) of the amounts referred to in the above subclause.

(iii) Clause S11.5.1 (g) (ii) shall not apply to the following:

- (A) any period or periods of annual leave exceeding:

- (1) one hundred and ninety (190) hours in the case of employees employed in a calling where three (3) shifts per day are worked over a period of seven (7) days per week; or
- (2) one hundred and fifty-two (152) hours in any other case;

- (B) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

(i) Leave Debits

Leave debits will be equivalent to the ordinary hours employees would have worked had the employees not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

(j) Accrued Day Off Arising from the Implementation of the Thirty-eight (38) Hour Week

Whilst on annual leave an employee continues to accrue time for the purpose of an accrued day off as if the employee had been at work.

(k) Part-Time Employees

- (i) Part-time employees shall be entitled to annual leave in accordance with clause S11.5.1.
- (ii) The calculation of "*full pay*" shall be based upon the average number of hours worked per week during the employee's year of employment.
- (iii) By mutual agreement, part-time employees in private schools may request leave without pay for any remaining weeks during the school year when the school is on vacation.

(l) Exemption - Full-time Nurses in Boarding Schools - annualised salary arrangement

Clause S11.5.1 does not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with Clause S11.3.1 (d).

#### S11.5.2 Public Holidays

(a) Public Holidays are prescribed in clause 6.16 of this Agreement, except as provided in paragraphs (b), (c) and (d) below.

(b) Part-Time Employees

- (i) A Part-time Employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, shall be paid for the hours which would normally have been worked on that day.
- (ii) Should a Part-time Employee actually work on a public holiday, payment for such time shall be made according to clause S11.5.2.

(c) Exemption - Full-time Nurses in Boarding Schools - Annualised Salary Arrangement

(d) Clause S11.5.2 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with Clause S11.3.1 (d).

**SCHEDULE 11A - Generic Level Statements - Registered Nurses**

These generic level statements are intended as broad descriptions of the role at each level of the career structure and should be applicable in all health settings where nurses practise. Specific job descriptions will, however, need to be developed for the specific positions at each of the career structure levels, e.g. Clinical Nurse Consultant Accident & Emergency.

**Level 1 - Registered Nurse**

<b>Generic Level Statement</b>	<b>Responsibilities</b>
<p>The Registered Nurse is the first level nurse who is licensed to practice nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse appears on the AHPRA Register of Practitioners as a Registered Nurse (Division 1).</p> <p>The degree of expertise will experience as the Registered Nurse advances through this level.</p> <p>The nurse may be a beginning practitioner or a Registered Nurse returning to the field after a period of absence.</p>	<p>The Registered Nurse gives direct nursing care based on the NMBA Professional Standards and Frameworks, to a group of patients/clients in collaboration with the CN/CNC.</p> <p>These standards and frameworks are grouped as follows:</p> <ul style="list-style-type: none"> <li>• Code of Ethics for Nurses in Australia</li> <li>• Code of Professional Practice for Nurses in Australia</li> <li>• Professional Boundaries for Nurses in Australia</li> <li>• Competency Standards/Standards for Practice for Nurses in Australia</li> <li>• National Framework for the Development of Decision Making Tools for Nursing and Midwifery Practice</li> </ul>

**Level 2 - Clinical Nurse**

<b>Generic Level Statement</b>	<b>Responsibilities</b>
<p>A Clinical Nurse means a Registered Nurse who is appointed as such.</p> <p>The Clinical Nurse role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge-base in relation to a field of practice.</p> <p>The Clinical Nurse assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>A Clinical Nurse functions in more complex situations while providing support and direction to Registered Nurses and other non-registered nursing personnel.</p> <p>The Clinical Nurse applies critical reasoning and problem solving skills greater than Level 1.</p> <p>The Clinical Nurse is able to demonstrate:</p> <ul style="list-style-type: none"> <li>- advanced level clinical skills and problem-solving skills;</li> <li>- planning and co-ordination skills in the clinical management of patient care;</li> <li>- ability to work within a collegiate/team structure;</li> <li>- awareness of and involvement with the quality assurance process;</li> <li>- contribution to professional practice of the unit.</li> </ul>	<ol style="list-style-type: none"> <li>1. Gives direct care to a group of patients/clients as required.</li> <li>2. May relieve Level 3 positions.</li> <li>3. Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic patient/client care.</li> <li>4. Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurse e.g.: <ul style="list-style-type: none"> <li>- assists with the planning and co-ordination of ward/unit education programs and other staff development activities.</li> <li>- orientation of new care staff.</li> <li>- preceptorship for new staff.</li> <li>- participates in action research.</li> </ul> </li> <li>5. Participates in nursing policy review and initiatives.</li> <li>6. Co-operates with other Clinical Nurses in relation to development of programs and initiatives.</li> <li>7. Ensures a safe working environment.</li> </ol>

**Level 3 - Clinical Nurse Consultant**

<b>Generic Level Statement</b>	<b>Responsibilities</b>
<p>The Clinical Nurse Consultant means an employee appointed as such, who is a Registered Nurse. The Clinical Nurse Consultant is a proficient practitioner who is accountable for the co-ordination of standards of care delivered in a specific patient/client care area.</p> <p>The Clinical Nurse Consultant collaborates with the Nurse Manager, Nurse Educator and Nurse Researcher to facilitate the provision of quality cost-effective care.</p> <p>The Clinical Nurse Consultant demonstrates:</p> <ul style="list-style-type: none"> <li>- an advanced level of clinical skills</li> <li>- proficiency in the delivery of nursing care</li> <li>- skilled co-ordination of nursing care</li> <li>- leadership qualities</li> </ul> <p>The Clinical Nurse Consultant fulfils the function of:</p> <ul style="list-style-type: none"> <li>- change agent</li> <li>- role model</li> <li>- patient/client/staff educator</li> <li>- action researcher</li> </ul> <p>The Clinical Nurse Consultant has the authority to co-ordinate care for one patient/client unit and assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<ol style="list-style-type: none"> <li>1. Co-ordinates patient care activities for one patient care/service delivery area.</li> <li>2. Gives, on a regular basis, direct care to a small number of patients with complex care needs.</li> <li>3. Manages activities related to the provision of safe patient/client care.</li> <li>4. Evaluates care and institutes mechanisms to correct deficiencies.</li> <li>5. Participates in multi-disciplinary reviews of patient care outcomes.</li> <li>6. Monitors patients' perceptions of their care and institutes mechanisms to remedy deficiencies in care</li> <li>7. Undertakes action research to address patient/client care problems and issues.</li> <li>8. Reviews pattern of care delivery and assesses appropriateness of change.</li> <li>9. Participates in committees for patient/client care improvements, initiatives and policy development.</li> <li>10. Assesses professional development needs of staff and co-ordinates unit education programs.</li> <li>11. Acts as an expert consultant to staff of own unit and on request, to other units, in relation to area of expertise.</li> <li>12. Identifies issues requiring policy review.</li> <li>13. Participates in relevant policy development.</li> <li>14. Develops and implements relevant quality assurance programs.</li> <li>15. Participates in staff selection processes.</li> <li>16. Participates in orientation and other staff development activities.</li> <li>17. Participates in performance review mechanisms.</li> <li>18. Ensures a safe working environment.</li> <li>19. Participates in relevant research projects.</li> </ol>

**Level 3 - Nurse Manager**

<b>Generic Level Statement</b>	<b>Responsibilities</b>
<p>Nurse Manager means an employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources for a specified group of clinical units.</p> <p>The Nurse Manager collaborates with the Clinical Nurse Consultant, Nurse Educator and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.</p> <p>Nurse Managers must demonstrate management skills including:</p> <ul style="list-style-type: none"> <li>- organisation and planning skills in relation to personnel and material resource management.</li> <li>- awareness and understanding of staffing methodologies.</li> <li>- leadership qualities.</li> <li>- analytical and report writing skills.</li> </ul> <p>The Nurse Manager must assume accountability and responsibility for own actions and acts to rectify unsafe Nursing practice and/or unprofessional conduct.</p>	<ol style="list-style-type: none"> <li>1. Provides nursing management of human and material resources for a specified group of clinical units.</li> <li>2. Provides financial management, budget preparation and cost control within the specified units in conjunction with the Director of Nursing.</li> <li>3. Allocates and rosters staff for the designated units to provide an optimal level of patient/client care.</li> <li>4. Co-ordinates staff leave.</li> <li>5. Engages in research related to management issues and problems.</li> <li>6. Develops management information data base for area.</li> <li>7. Engages in review of staffing methodology.</li> <li>8. Identifies issues requiring policy review.</li> <li>9. Participates in relevant policy development.</li> <li>10. Develops and implements relevant quality assurance programs.</li> <li>11. Participates in staff selection processes.</li> <li>12. Participates in orientation and other staff development activities.</li> <li>13. Participates in performance review mechanisms.</li> <li>14. Ensures a safe working environment.</li> <li>15. Participates in relevant research projects.</li> </ol>

**Level 3 - Nurse Educator**

<b>Generic Level Statement</b>	<b>Responsibilities</b>
<p>Nurse Educator means an employee appointed as such, who is a Registered Nurse and is accountable for the assessment, planning, implementation and evaluation of nursing education and/or staff development programs.</p> <p>The Nurse Educator collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.</p> <p>The Nurse Educator demonstrates:</p> <ul style="list-style-type: none"> <li>- appropriate mix of clinical and educational skills</li> <li>- analytical and report writing skills</li> <li>- leadership qualities</li> <li>- organisational and planning skills in relation to education</li> </ul> <p>The Nurse Educator assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<ol style="list-style-type: none"> <li>1. Assists in the design, implementation and assessment of nursing education programs, including in-service and staff development programs.</li> <li>2. Provides assistance and guidance to ward/unit staff in relation to development, implementation and evaluation of educational programs and resources.</li> <li>3. Provides ongoing evaluation and modification of the staff development/education programs.</li> <li>4. Co-operates with ward/unit staff to develop education initiatives for staff and patients.</li> <li>5. Monitors ongoing educational needs of nursing staff and implements appropriate educational experiences.</li> <li>6. Maintains an information data base on educational programs and programs participants.</li> <li>7. Identifies issues requiring policy review.</li> <li>8. Participates in relevant policy development.</li> <li>9. Develops and implements relevant quality assurance programs.</li> <li>10. Participates in staff selection processes.</li> <li>11. Participates in orientation and other staff development activities.</li> <li>12. Participates in performance review mechanisms.</li> <li>13. Ensures a safe working environment.</li> <li>14. Participates in relevant research projects.</li> </ol>

**Level 3 - Nurse Researcher**

<b>Generic Level Statement</b>	<b>Responsibilities</b>
<p>Nurse Researcher is an employee appointed as such, who is a Registered Nurse responsible for development, conduct and quality of ethically sound nursing research projects and quality assurance programs.</p> <p>The Nurse Researcher acts as a resource person for nurses.</p> <p>Engaged in research and quality assurance projects. The Nurse Researcher demonstrates:</p> <ul style="list-style-type: none"> <li>- the knowledge of and ability to apply a range of research techniques and methodologies.</li> <li>- organisation and planning skills in relation to research practice.</li> <li>- leadership qualities.</li> <li>- analytical and report writing skills.</li> <li>- an awareness of ethical standards in research practice.</li> </ul> <p>The Nurse Researcher assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.</p> <p>The Nurse Researcher collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Educator to facilitate the provision of quality, cost-effective care.</p>	<ol style="list-style-type: none"> <li>1. Develops and conducts nursing research projects in accordance with professional standards for nursing and research practice.</li> <li>2. Maintains ongoing assessment of risk-benefit to persons participating in nursing research.</li> <li>3. Adopts research procedures which protect privacy, confidentiality of information and patient rights</li> <li>4. Collaborates with nurses and other health professionals engaged in research involving clients of the nursing unit or pertaining to nursing clients.</li> <li>5. Communicates with relevant care givers when selecting research participants.</li> <li>6. Contributes to the functioning of the Ethics Committee.</li> <li>7. Ensures research participants are informed of research and its implications.</li> <li>8. Documents and disseminates research findings.</li> <li>9. Identifies issues requiring policy review.</li> <li>10. Participates in relevant policy development.</li> <li>11. Develops and implements relevant quality assurance programs.</li> <li>12. Participates in staff selection processes.</li> <li>13. Participates in orientation and other staff development activities.</li> <li>14. Participates in performance review mechanisms.</li> <li>15. Ensures a safe working environment.</li> </ol>

## SCHEDULE 12 - CHILDREN'S SERVICES

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

### S12.1 PART 1 - APPLICATION AND OPERATION

#### S12.1.1 Definitions

- (a) "Assistant Director" means an employee appointed as such who is approved in terms of the relevant legislation to have charge of the Centre in the absence of the Director.
- (b) "Broken Shift" means a shift of work performed by employees in the Outside School Hours Care Program which is broken into not more than two (2) periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour.
- (c) "Child Care Legislation" means the *Education and Care Services National Law (Queensland) Act 2011* and the Education and Care Services National Regulations as amended from time to time and any predecessor legislation where relevant or consequential amendments.
- (d) "Children's Services Worker" means an employee who is engaged in the provision of child care within a Centre and/or who is engaged in functions in or in connection with the general operation of the Centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the Centre (internal and external) to the standards required by the employer.
- (e) "Centre Based Care" means care for children in a centre as defined in the Child Care Legislation.
- (f) "Assistant Children's Services Worker - Unqualified" - means an employee who:
  - (i) has successfully completed Year 12 at Secondary School; or
  - (ii) on the day the person is first employed as an assistant, is at least seventeen (17) years of age and is undertaking, or has completed a Child Care Practice Certificate at a College of Technical and Further Education.

An assistant who is not an adult must be supervised by an appropriately approved Group Leader.

Duties would include, but not be limited to, some or all of the following:

- (A) assist in the implementation of the early childhood program under supervision;
- (B) implement daily routine;
- (C) ensure the health and safety of the children in their care;
- (D) give each child individual attention and comfort as required;
- (E) work in accordance with the licensing requirements of Child Care Legislation;
- (F) understand and work according to the Centre or Service's policy;
- (G) perform general duties associated with the operation of the Centre, including but not limited to all aspects of food preparation, service and cleaning/maintenance of all areas of the Centre (internal and external).
- (H) aspects of food preparation, service and cleaning/maintenance of all areas of the Centre (internal and external).
- (g) "Children's Services Worker - 1 Year Qualified" means an employee who has completed an AQF Certificate III or IV in Children's Services.
  - (i) This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.
  - (ii) Duties would include, but not be limited to, some or all of the following:

- (A) any of the duties of an Assistant Children's Services Worker - Unqualified;
  - (B) co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
  - (C) liaise with parents;
  - (D) ensure a safe environment is provided for the children;
  - (E) ensure that records are maintained and are up-to-date concerning each child in their care;
  - (F) assist in the development, implementation and evaluation of daily routines;
  - (G) be responsible to the Director for the assessment of students on placement;
  - (H) ensure the Centre or Service's policies are adhered to.
  - (I) assist the Director in the assessment of students on placement to the level of their competency;
  - (J) under direction, work with individual children with particular needs;
  - (K) undertake and implement the requirements of quality assurance;
  - (L) administer first aid to the level of their competency when appropriate.
- (h) "*Group Leader - 1 Year Qualified*" means an employee who has completed a Certificate III or IV in Children's Services.

Duties would include, but not be limited to, some or all of the following:

- (i) carrying out the work of a Group Leader;
  - (ii) the co-ordination of the activities of a group of children;
  - (iii) general supervision of workers in the Centre;
  - (iv) assisting in the Centre's or the Service's administrative functions;
  - (v) any of the duties of Children's Services Worker – One (1) Year Qualified;
  - (vi) to ensure that a developmentally appropriate program is planned and implemented for each child;
  - (vii) to assess the needs of each child and monitor the child's progress;
  - (viii) to maintain effective communication with a parent of each child in the group that the person leads;
  - (ix) administer first aid to the level of their competency when appropriate.
- (i) "*Group Leader - 2 Year Qualified*" means an employee who has completed an AQF Diploma in Children's Services.
- (i) A Registered Nurse who has enrolled in or has successfully completed an appropriate bridging course in Early Childhood studies will also meet the criteria for a 2 Year Qualified Group Leader.
  - (ii) Duties would include, but not be limited to, some or all of the following:
    - (A) any of the duties of a Group Leader - 1 Year or less;
    - (B) work as the person in charge of a group of children in the age range from birth to twelve (12) years;
    - (C) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
    - (D) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
    - (E) contribute, through the Director, to the development of the Centre or Service's policies;
    - (F) ensure that the policies and practices of the Centre are maintained;
    - (G) administer first aid to the level of their competency when appropriate.

- (j) "*Group Leader - 3 Year Qualified*" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

Duties will include, but not be limited to, some or all of the following:

- (i) any of the duties of a Group Leader - 2 Year Qualified;
- (ii) work as the person in charge of a group of children in the age range from birth to twelve (12) years;
- (iii) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
- (iv) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
- (v) contribute, through the Director to the development of the Centre or Service's policies;
- (vi) ensure that the policies and practices of the Centre are maintained;
- (vii) administer first aid to the level of their competency when appropriate.

- (k) "*Assistant Director - 2 Year Qualified*" means an employee who has completed an AQF Diploma in Children's Services.

- (l) "*Assistant Director - 3 Year Qualified*" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

Duties of Assistant Director (2 Year Qualified and Minimum 3 Year Qualified) include, but are not limited to, some or all of the following:

- (i) all of the duties of a Group Leader - Minimum 3 Year Qualified;
- (ii) to supervise the programs and the quality of care that the service provides;
- (iii) to maintain the Service's policies and practices;
- (iv) to maintain effective liaison with other agencies in the community;
- (v) to maintain the Centre's records;
- (vi) supervising qualified and unqualified workers;
- (vii) planning and co-ordinating in-service training for the Centre or Service;
- (viii) planning and implementing programs for children with special needs, including, but not limited to, children with disabilities and children of non-English speaking background;
- (ix) take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director;
- (x) administer first aid to the level of their competency when appropriate.

- (m) "*Director 2 Year Qualified*" means an employee who has completed an AQF Diploma in Children's Services.

- (n) "*Director - 3 Year Qualified*" means an employee who has completed a AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

Duties of Directors (2 Year and Minimum 3 Year Qualified) include, but are not limited to, all or some of the following:

- (i) responsibility for the overall administration of the Centre or service;
- (ii) to develop, implement and supervise developmental programs and the quality of care that the Service provides;
- (iii) to maintain the Service's policies and practices;
- (iv) to establish a process for the recruitment, orientation and support of staff;
- (v) to identify and assist in meeting in-service training needs of staff;
- (vi) to establish and maintain effective communication systems with staff and parents;
- (vii) to establish and maintain liaison with other agencies in the community (as required);
- (viii) to maintain the Centre's records;
- (ix) recruit staff in consultation with the Manager/Owner or Licensee of the Centre;

- (x) to keep day-to-day accounts and handle clerical administrative matters;
- (xi) ensure that the Centre or Service adheres to all relevant Regulations;
- (xii) formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- (xiii) all of the duties of an Assistant Director;
- (xiv) administer first aid to the level of their competency when appropriate.

#### S12.1.2 Outside School Hours Care and Vacation Care

- (a) *"Assistant Children's Services Worker - Unqualified"* means an employee who is unqualified and is employed to assist at an Outside School Hours Care and Vacation Care Service.
- (i) An Assistant must be supervised by a Co-ordinator.
  - (ii) Duties would include, but not be limited to, some or all of the following:
    - (A) supervise children's activities;
    - (B) ensure the health and safety of the children in care;
    - (C) take a genuine interest in the children, their activities and participate in these as much as possible;
    - (D) supervise sports activities;
    - (E) routine communication with parents to the level of the employee's competence;
    - (F) assist in developing and implementing programs/activities;
    - (G) understand and work according to the Centre's policies.
- (b) *"Children's Services Worker - 1 Year Qualified"* means an employee who has completed an AQF Certificate III or IV in Children's Services.
- (i) This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.
  - (ii) Duties would include, but not be limited to, some or all of the following:
    - (A) any of the duties of an Assistant Children's Services Worker - Unqualified;
    - (B) co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
    - (C) liaise with parents;
    - (D) ensure a safe environment is provided for the children;
    - (E) ensure that records are maintained and are up-to-date concerning each child in their care;
    - (F) assist in the development, implementation and evaluation of daily routines;
    - (G) be responsible to the Director for the assessment of students on placement;
    - (H) ensure the Centre or Service's policies are adhered to.
    - (I) assist the Director in the assessment of students on placement to the level of their competency;
    - (J) under direction, work with individual children with particular needs;
    - (K) undertake and implement the requirements of quality assurance;
    - (L) administer first aid to the level of their competency when appropriate.
- (c) *"Assistant Co-ordinator - Qualified - Large Service"* means an employee who is required to assist a Co-ordinator of After School Hours Care as prescribed by the Child Care Legislation to manage a licensed Outside School Hours Care service licensed to accommodate sixty (60) or more children at any time of the day. Their duties include, but are not limited to, some or all of the following:
- (i) all of the duties of an Assistant Children's Services Worker - 1 Year Qualified;
  - (ii) in consultation with the Coordinator prepare, implement and evaluate developmentally appropriate programmes for individual children or groups of children in care;

- (iii) supervise staff and ensure staff members fulfil their various duties and responsibilities;
  - (iv) ensure a safe environment is maintained for both children and staff;
  - (v) ensure records are maintained accurately for each child in care;
  - (vi) ensure a service's policies and procedures are adhered to;
  - (vii) liaise as need be with members of a child's family;
  - (viii) administer first aid to the level of their competency when appropriate.
- (d) "*Co-ordinator - Unqualified*" means an employee who co-ordinates and manages an After School Hours Care and/or Vacation Care Service for children and has no relevant post secondary qualification. The duties would include, but not be limited to, some or all of the following:
  - (i) develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
  - (ii) supervise the programs/activities, staff and ensure each staff member is fulfilling their relevant duties and responsibilities;
  - (iii) carry out administration tasks including fee collection and receipting, banking, staff pay, etc.;
  - (iv) administer first aid when appropriate to the level of their competency;
  - (v) to work positively in working with parents and/or Committees;
  - (vi) understanding and working in accordance with the Service's policies.
- (e) "*Co-ordinator - Qualified*" means an employee who has completed a AQF Diploma in Children's Services. (i) The duties would include those listed under Co-ordinator - Unqualified.
- (f) "*Joint Union/Employer Validation Committee*" means a Committee with equal representation of union/employer, set up to resolve disputes between employees and employers in relation to incremental levels of pay or to relevant/equivalent qualifications.
- (g) "*Outside School Hours Care*" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres as defined in the Child Care Legislation, outside normal school hours.
- (h) "*Teacher*" means an employee who meets the following criteria:
  - (i) that the employee holds a three (3) or four (4) year qualification in early childhood studies as approved under the Child Care Legislation; and
  - (ii) that the employee be registered with the College of Teachers; and
  - (iii) that the employee be required to deliver an educational program.
- (i) "*Vacation Care*" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres, as defined in the Child Care Legislation, during school vacations.

### S12.1.3 Coverage

- (a) This Schedule shall apply to persons engaged in the callings and classifications set out in this Schedule, who are employed at or in Child Care Centres as defined in the Child Care Legislation or Outside School Hours Care, adjunct care, wherein employees are charged with the care of children, and/or the delivery of child care services as per clause S12.1.3 (b) within Queensland, for whom classifications and rates of pay are herein prescribed, and to their respective employers. Subject to clause S12.1.2 (c) no other Schedule shall apply.
- (b) Without limiting the scope of coverage, this Schedule shall apply to employees engaged in the provision of long day care, sessional care, occasional care, vocational care, adjunct care, respite care, emergency care, before and after school hours care and extended hours care of children as defined in the Child Care Legislation.

- (c) This Schedule will not apply to:
  - (i) persons who are in holy orders or who are members of a recognised teaching order;
  - (ii) persons whose service is voluntary and whose service is covered by an exchange of letters between the employer and the volunteer; and
  - (iii) students on work experience or placement.
- (d) Partial Exemption
  - (i) This clause does not apply to employees in outside school hours care or vacation care programs.
  - (ii) An employee (classified at or below the level of Director - 1 Year Qualified Year 1) who agrees in writing with the employer to be paid at a rate not less than twenty-five per cent (25%) above the classification level of Director - 1 Year Qualified Year 1, will be exempt from the provisions of clauses S12.2.2 and S12.4 of this Schedule. An employee classified at the level of Director - 1 Year Qualified Year 2 and above who agrees in writing with the employer to be paid at a rate not less than twenty-five per cent (25%) above the appropriate classification level, will be exempt from the provisions of clauses S12.2.2 and S12.4 of this Schedule.

#### S12.1.4 Area of Operation

For the purpose of this Schedule, the Divisions and Districts will be as follows:

- (a) Divisions
  - (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
  - (ii) Mackay Division - That portion of the State within the following boundaries - commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
  - (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.
- (b) Districts
  - (i) Northern Division - Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
  - (ii) Northern Division - Western District - The remainder of the Northern Division.
  - (iii) Southern Division - Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.
  - (iv) Southern Division - Western District - The remainder of the Southern Division.

#### S12.1.5 Parties Bound

This Schedule is legally binding on the employers and employees as prescribed in clause S12.1.1 and any union eligible to represent those employees.

## **S12.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **S12.2.1 Contract of Employment**

- (a) Employees covered by this Schedule shall be advised in writing of their employment category upon appointment.
- (b) Employment categories are:
  - (i) full-time;
  - (ii) part-time (as prescribed in clause S12.2.5); or
  - (iii) casual (as prescribed in clause S12.2.6).

### **S12.2.2 Mixed Functions**

- (a) Where an employee is approved in accordance with the relevant legislation to perform a higher duty, and when approved and called upon by the employer to perform that higher duty for four (4) hours or longer per day, such employee will be paid the rate of pay attaching to the higher duty for the actual time worked.
- (b) Provided that clause S12.2.2 will not apply to Assistant Directors who are acting as the Director of a Child Care Centre:
  - (i) whilst the Director is temporarily absent; or
  - (ii) in cases where there is no Director employed, for a maximum period of six (6) weeks.

### **S12.2.3 Employee Duties**

- (a) Extended Duties
  - (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Schedule, provided that such duties are not designed to promote deskilling.
  - (ii) An employer may direct an employee to carry out such duties and use such resources and equipment as may be required, provided that the employee has been trained in the use of such resources and equipment.
  - (iii) Any direction issued by an employer pursuant to clauses S12.2.3 (a) (i) and S12.2.3 (a) (ii) will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **S12.2.4 Full-Time Employment**

A full-time employee is one who is engaged by the week in accordance with the provisions of this Schedule.

### **S12.2.5 Part-time Employment**

- (a) A part-time employee is a weekly hired employee who is engaged to work a constant number of hours per week which is less than thirty-eight (38) hours per week on not more than five (5) days of the week within the ordinary hours prescribed in clause S12.4.1 of this Schedule. Except as hereinafter provided, all conditions provided for permanent full-time employees shall apply to part-time employees on a pro rata basis.
- (b) Part-time employees may be employed with a minimum single period of daily attendance of two (2) hours.

- (c) The ordinary hours of work for a part-time employee may be altered by mutual agreement recorded in writing. In such cases part-time employees may work up to ten (10) hours per day, without the payment of overtime. The additional hours so worked will be taken into account in the pro rata calculation of entitlements.
- (d) Except in the case of clause S12.2.5 (c), a part-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment will be paid overtime in accordance with clause S12.4.2.
- (e) Part-time employees will be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Schedule for the classification under which they are engaged.
- (f) A part-time employee will be required to complete a minimum of 1,000 hours of service from the time of their first appointment or their previous increment date before being eligible for their next increment. Such increment will become payable at the expiration of 1,000 hours service or twelve (12) calendar months, whichever will occur later, and the increment date will be adjusted if necessary.

#### S12.2.6 Casual Employment

- (a) A casual employee is an employee engaged and paid as such but will not include:
  - (i) an employee working thirty-eight (38) ordinary hours per week; or
  - (ii) an employee who is engaged to work a regular, predetermined number of ordinary hours, in excess of thirty-three (33) hours each week; or
  - (iii) an employee defined as a part-time employee in accordance with clause S12.2.5 (Part-time employment)

Provided that:

- (A) for the purposes of relieving other employees on approved leave or rostered days off, a casual employee may work the ordinary rostered hours of the employee on such leave.
  - (B) for the purposes of performing duties of a temporary nature including, but not limited to vacation care, a casual employee may work up to 38 hours per week.
- (b) The rate of payment to casual employees will be 1/38th of the appropriate weekly wage for the class of work they are engaged upon plus a twenty-five per cent (25%) loading. Prior to 1 January 2013 the casual loading applicable was twenty-three per cent (23%).
- (c) A casual employee will be engaged for a minimum period of two (2) hours' work or receive a minimum payment for two (2) hours per engagement.
- (d) The employment of a casual employee may be terminated by one hour's notice by either side or payment or forfeiture of one hour's pay as the case may be.
- (e) The provisions of clause S12.2.6 (a) (ii) relating to the maximum ordinary hours per week will not apply to those casual employees engaged as at 1 September 1993 who were working in excess of thirty-five (35) hours per week and who agreed in writing to continue to work those hours per week.

#### S12.2.7 Term-Time Employment - Outside School Hours Care

- (a) Clause S12.2.7 applies only to employers who operate facilities to specifically provide Outside School Hours Care, and to employees who are specifically engaged under their contract of employment to provide Outside School Hours Care, and this is the primary purpose of their engagement.

- (b) An employee who consents to such an engagement, may be classified as a term-time employee. The employee's consent to be classified as a term-time employee is to be genuine and in writing and a copy of the written agreement is to be maintained with relevant time and wages records.
- (c) A term-time employee is an employee engaged to work only those weeks of the year deemed to coincide with the provision of primary education to school children in a school setting.
- (d) All entitlements for term-time employees are no less than those for their non-term-time counterparts, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- (e) Non-engaged periods count as service and employment for the purposes of the accrual of paid leave for annual leave, personal leave and wage increments, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- (f) Where a public holiday falls on a day upon which an employee normally works during term time or any public holiday falling on their annual leave, the employee shall be paid at the ordinary hourly rate for the number of hours that would ordinarily be worked by the employee on that day.

#### S12.2.8 More Than One Engagement - OSHC and Vacation Care

- (a) Clause S12.2.8 applies only to employers who operate facilities to specifically provide Outside School Hours Care and/or Vacation Care, and to employees who are specifically engaged under their contract of employment to provide Outside School Hours Care and/or Vacation Care, and this is the primary purpose of their engagement.
- (b) A part-time employee may be engaged on a casual basis for duties in a separate engagement under this Schedule provided that such engagement satisfies the following criteria:
  - (i) this arrangement is subject to mutual agreement between the employee and employer. Such agreement is to be recorded in writing and maintained with relevant time and wages records;
  - (ii) an employee who elects to take a casual engagement is to be required to work no more than thirty-eight (38) hours in any one (1) week;
  - (iii) the work required to be performed in the separate engagement may be consistent with the usual job description of the employee concerned;
  - (iv) the work required to be performed in the separate engagement does not interfere with the employee's original contract of employment;
  - (v) the work required to be performed in the separate engagement is not designed to avoid overtime obligations;
  - (vi) the separate engagement enables the employee to obtain additional hours and/or remuneration; and
  - (vii) employment on a casual basis performed during the separate engagement does not break the continuity of service of an employee.
- (c) Where the casual engagement requires an employee to travel a distance in excess of that travelled to the usual workplace the employee must be:
  - (i) paid for such excess time as for other work; and
  - (ii) either paid the amount prescribed in clause S12.3.2 (b) or be provided with transport by the employer to the workplace.

#### S12.2.9 Equal Employment Opportunity

The employers respondents to this Schedule are equal employment opportunity employers. Accordingly, they undertake to comply with all relevant legislation. Further, the employers undertake to develop and implement a uniform policy and practice, consistent with the provisions of the Child Care Legislation, that reflects their commitment to equal employment opportunity.

**S12.3 PART 3 - WAGES AND WAGE RELATED MATTERS****S12.3.1 Classifications and Wage Rates and Allowances****(a) Wage rates**

The minimum weekly rates of pay for employees in the Southern Division, Eastern District working in Other Than Outside School Hours Care and Vacation Care will be as set out in Schedule 1 (Wages, Salaries and Allowances) of this Agreement.

**(b) Juniors**

- (i) The junior rates prescribed in clause S12.3.1 (b) will apply to the positions of Assistant Children's Services Worker - Unqualified and Children's Services Worker - 1 year qualified.

Junior employees -	% of appropriate adult rate
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 years of age	85

- (ii) Calculation of rates - The rates of pay applying to junior employees will be calculated in multiples of ten (10) cents, with any result of five (5) cents or more being adjusted to the next highest ten (10) cent multiple.

**(c) Increments –**

- (i) Annual Salary Increments - Employees will be entitled to annual salary increments as specified in clause S12.3.1 (a), being subject to increments for part-time and casual employees in accordance with clause S12.2.5 (f) for their appropriate classification. All employees will receive increments in salary according to the scale of salaries under this Schedule up to the maximum rate, subject to satisfactory conduct, diligence and efficiency.
- (ii) Accumulation Toward Increments (other than teachers) - For the purpose of the introduction of the incremental salary scale years of service will begin to accumulate from 1 September 1991.
- (iii) Continuous Service - For the purpose of determining the incremental level within a classification, total continuous service within the child care industry as defined in the Child Care Legislation or in a kindergarten or other child care centre as defined in the Child Care Legislation within Australia, will be counted effective from 1 September 1991. Employees moving from one (1) classification level up to another will commence on the first year of service rate of that higher classification.
- (iv) Disputes re Incremental Level - Any dispute relating to appropriate incremental level will be referred in the first instance to the Joint Validation Committee as defined in clause S12.1.1 (Definitions).
- (v) Credit for Previous Experience –
- (A) An employee who has been away from the Child Care Industry for three (3) years or less will return at the same level of experience at which the employee was at when leaving the industry.
- (B) For any absence of three (3) years or part thereof over and above the period of three (3) years referred to in clause S12.3.1 (v), one year will be deducted from the actual years of experience fulfilled.
- (C) A teacher on a second or subsequent engagement will be given full credit for previous experience in any educational institution, crèche or child care centre for which the required qualification is a kindergarten teacher's diploma or the equivalent (within Australia).

- (D) Following termination of employment for any reason an employer will, upon demand, supply to a former employee a certificate of service, in writing, which certificate will amongst other things, specify the period of service of such employee and the classification level at which such employee was employed from time to time.

#### S12.3.2 Allowances

- (a) Broken Shift Allowance

Employees, other than casual employees, required to report to work twice per day will be paid the following extra rate:

	Per Day
Broken Shift Allowance	\$11.13

- (b) Travel allowance

Where an employee is required to use a private motor vehicle on official business, such employee will be paid a travel allowance of 30 cents per kilometre.

- (c) Telephone allowance

Employees required to make business calls on their private telephone or on a public telephone will be reimbursed the cost of such call.

#### S12.3.3 Divisional and District Parities

- (a) The divisional and district parities (as described in Schedule 1J) for employees other than teachers shall be paid in addition to the employees wages as prescribed in Schedule 1 (Wages, Salaries and Allowances) of this Agreement.
- (b) Juniors - Junior employees likewise situated will be paid, in addition to the rates of wages prescribed by clause S12.3.1 (b), amounts calculated by applying the scale of percentages set out in clause S12.3.1 (c) to the prescriptions contained in clause S12.3.3 (a).

### S12.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

#### S12.4.1 Hours of Work

- (a) Hours of Work - Other than Outside School Hours and Vacation Care –

- (i) Thirty-eight (38) hours of work

- (A) The ordinary hours of work excluding meal breaks will be an average of thirty-eight (38) hours per week to be worked as follows:

- (1) thirty-eight (38) hours within a work cycle not exceeding seven (7) consecutive days; or
- (2) seventy-six (76) hours within a work cycle not exceeding fourteen (14) consecutive days; or
- (3) one hundred and fifty-two (152) hours within a work cycle not exceeding twenty-eight (28) consecutive days.

(B) The thirty-eight (38) hour week will be based on one of the following:

- (1) by employees working less than eight (8) ordinary hours each day; or
- (2) by employees working less than eight (8) ordinary hours one or more days each work cycle; or
- (3) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (4) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one (1) work day off during that cycle.

the method of implementation of the thirty-eight (38) hour week shall be agreed between the employer and the majority of employees in accordance with Appendix A to this Schedule.

(C) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of five (5) rostered days off. Where such agreement has been reached, the accrued rostered days off will be taken within twelve (12) calendar months of the day on which the first rostered day off was accrued.

- (ii) Except as hereinafter provided, such ordinary working hours will be worked between 6.00 a.m. and 7.00 p.m. on Monday to Friday inclusive and will not exceed eight (8) ordinary hours per day.
- (iii) An employee may, by agreement with the employer, work up to a maximum of ten (10) ordinary hours per day.
- (iv) The union may agree in writing with any employer upon ordinary working hours to be worked outside the time specified in clause S12.4.1 (a) (i).
- (v) Non-contact time - Teachers –

- (A) full-time teachers will not be required to teach an Educational Program for children for more than twenty-seven and a half (27 1/2) hours per week. Subject to clause S12.4.1 (a) teachers may be engaged in supervising children during their remaining ordinary hours of duty.
- (B) teachers will be provided with two (2) hours of paid time per week to plan and prepare the educational programs which they are required to deliver and to give guidance, advice and assistance to other staff within Child Care Centres in the preparation and conduct of their developmental programs. The two (2) hours per week is not to be part of the twenty-seven and a half (27.5) hours per week that a teacher may be required to teach. The teacher is to be free of all other duties during this planning and preparation time.

(b) Hours of Work - Outside School Hours Care and Vacation Care –

(i) Outside School Hours Care –

- (A) The ordinary working hours will not exceed 38 hours in any one week and will be worked Monday to Friday inclusive.
- (B) An employee other than a full-time employee will be engaged for a minimum period of two (2) hours per day:
  - (1) provided that the two (2) hours may be broken into two (2) periods of not less than one (1) hour.
  - (2) such ordinary working hours will be worked between the hours of 6.00 a.m. and 7.00 p.m. for which the Broken Shift Allowance specified in clause S12.3.1 (a) will be paid if employees report for work twice per day.

- (C) Where co-ordinators are required wholly or mainly to supervise children during the operative hours of the program and are required to perform administrative duties in relation to the Outside School Hours Care program, they will be employed for additional time to perform these duties. This additional time will be the equivalent of not less than fifteen (15) minutes per hour, for each hour of contact time with the children.
  - (D) Where employees are required to prepare equipment and facilities for the Outside School Hours Care program, they will be allowed adequate paid time to perform these duties.
- (c) Vacation Care –
- (i) The ordinary working hours will be worked continuously excluding meal breaks and will not exceed thirty-eight (38) hours in any one week:  
Provided that where there is agreement between the employer and the employee the ordinary working hours will not exceed ten (10) in any one day.
  - (ii) Such ordinary working hours will be worked between 6.00 a.m. and 7.00 p.m. Monday to Friday, inclusive.
  - (iii) Where employees are required to prepare equipment and facilities, or perform administrative duties for the Vacation Care program they will be allowed adequate paid time to perform these duties.
- (d) Rosters –
- Where the employer prescribes the ordinary working hours for employees by way of a roster, twelve (12) hours' notice of any change of roster will be provided to the employees; provided however, that in the cases of sickness, unplanned absenteeism or where the employer and the employees concerned mutually agree, the roster may be changed with less than twelve (12) hours' notice.

#### S12.4.2 Overtime

- (a) Except as hereinafter provided, all time required to be worked outside or in excess of the ordinary hours of work prescribed by this Schedule, or outside of an employee's usual commencing and ceasing times, will be deemed to be overtime and will be paid for at the rate of time and a half for the first three (3) hours and double time thereafter.
- (b) All overtime worked on a Sunday will be paid for at the rate of double time, and all overtime worked on a Saturday or Sunday will be paid for with a minimum payment as for two (2) hours' work.
- (c) An employee recalled from home to work overtime, after having left the premises of the employer, will be paid a minimum of two (2) hours at overtime rates.
- (d) In the computation of overtime payments, any part of a quarter of an hour worked on any one (1) day will count as a full quarter-hour worked.
- (e) In lieu of the provisions contained in clauses S12.4.2 (a), S12.4.2 (b) and S12.4.2 (c) above, the employer and an employee may agree that overtime may be taken as time off in lieu of payment.
- (f) Where there is agreement for the taking of time off in lieu of overtime, such time off will be calculated on a time for time basis according to the number of overtime hours that the employee worked. Such time off in lieu will be taken at a mutually agreed time within thirty (30) days of accrual; provided that where an employee terminates or is terminated, payment of any accrued time off in lieu will be paid at the appropriate overtime rate. Subject to mutual agreement between the employer and the employee directly affected, the time off in lieu may be added to an employee's annual leave. A record of time accrued and time taken off in lieu will be kept by the employer.

- (g) A maximum of four (4) hours per day calculated in accordance with clause S12.4.2 (f) above and twelve (12) hours per week may be taken as time off in lieu.

#### S12.4.3 Meal Breaks

- (a) Except as hereinafter provided when an employee is employed for at least six (6) hours, such employee will be allowed not less than thirty (30) minutes and not more than one (1) hour for a meal not later than five (5) hours after commencing work; provided that in lieu of the foregoing, by mutual agreement between an employee and the employer an employee may be allowed a paid crib break of one-half hour, such period to be counted as time worked where the employee may be required to supervise children.
- (b) If an employee is required to work through the meal period, other than as prescribed in the proviso to clause S12.4.3 (a), the time worked will be deemed to be overtime and paid for at the rate of double time and such double time payment will continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay will be made.
- (c) Any employee who is required to continue working for more than two (2) hours beyond the ordinary ceasing time will be provided with an adequate meal by the employer or paid an amount of \$9.60 in lieu thereof; provided that where an employee has provided their own meal because of receipt of notice to work overtime and such overtime is not worked, they will be paid \$9.60 for any meal so provided.

#### S12.4.4 Rest Pauses

- (a) Weekly employees - Weekly employees will receive a rest pause of ten (10) minutes' duration in the first half and the second half of each day worked.
- (b) Casual employees - Casual employees who work a minimum of four (4) consecutive ordinary hours but less than 7.6 consecutive ordinary hours, will receive a rest pause of ten (10) minutes duration. Employees who work a minimum of 7.6 consecutive ordinary hours will receive a rest pause of ten (10) minutes' duration in the first half and the second half of the period worked.
- (c) Rest pauses will be taken in the employer's time.

Rest pauses will be taken at times to suit the employer and where the employees agree the rest pauses may be combined so that the employee has one rest pause of twenty (20) minutes' duration each day.

#### S12.4.5 Start and Finish Times

Employers and employees will strictly adhere to start and finish times.

#### S12.4.6 Payment for Meetings

- (a) In each calendar month, where an employee is expected by the employer to attend a meeting or meetings, outside of the employee's ordinary paid working hours and/or usual commencing or ceasing time, such attendance shall be paid for at a minimum rate of:
  - (i) single time for the first 1 1/2 (1.5) hours;
  - (ii) time and a half for all time in excess of one and a half (1 1/2) hours and up to and including three (3) hours;
  - (iii) double time for all time in excess of three (3) hours; or
  - (iv) the actual remuneration being paid for such attendance by the employer prior to 27 June 2006, whichever is the greater.
- (b) In clause S12.4.6, "*meeting*" includes, but is not limited to, staff meetings, meetings to discuss accreditation requirements, meetings with parents and meetings where training is delivered.

**S12.5 PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS****S12.5.1 Annual Leave****(a) Period of Annual Leave –**

- (i) Every employee (other than a casual employee) covered by this Schedule will at the end of each year of employment be entitled to four (4) weeks annual leave on full pay as set out hereunder.
- (ii) Unless the employee will otherwise agree, the employer will give the employee at least fourteen (14) days' notice of the date from which annual leave will be taken.
- (iii) Such annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and will be paid by the employer in advance –
  - (A) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Schedule at the excess rate; and
  - (B) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Schedule.
- (iv) If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the holiday to the employee from the date of the termination of the employment and will forthwith pay to the employee, in addition to all other amounts due, such employee's pay, calculated in accordance with clause S12.5.1(b), for four (4) weeks and also such employee's ordinary pay for any public holiday occurring during such period of four (4) weeks.
- (v) If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid in addition to all other amounts due, an amount equal to one-twelfth (1/12th) of such employee's pay for the period of employment calculated in accordance with clause S12.5.1(b).
- (vi) Except as hereinbefore provided it will not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.
- (vii) Part-time employees will be entitled to pro rata annual leave based upon the average number of hours worked per week.

**(b) Calculation of Annual Leave Pay –**

In respect to annual leave entitlements to which clause S12.5.1 applies, annual leave pay (including any proportionate payments) will be calculated as follows:

- (i) All employees - Subject to provisions of clause S12.5.1 (b) (ii), in no case will the payment by an employer to an employee be less than the sum of the following amounts:
  - (A) the employee's ordinary wage rate as prescribed by the Schedule for the period of the annual leave.
  - (B) a further amount calculated at the rate of seventeen and a half percent (17 1/2 %) of the amounts referred to in clauses S12.5.1 (b) (i).
- (ii) The provisions of clause S12.5.1 (b) (i) will not apply to:
  - (A) any period or periods of annual leave exceeding four (4) weeks.
  - (B) employers (and their employees) who are already paying or receiving an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

## S12.5.2 Personal Leave

### (a) Entitlement

- (i) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' personal leave for each completed year of their employment with their employer; provided that part-time employees accrue personal leave on a proportional basis.
- (ii) This entitlement will accrue at the rate of 7.6 hours' personal leave for each six (6) weeks of employment.
- (iii) Payment for personal leave will be made based on the number of hours which would have been worked if the employee were not absent on personal leave.
- (iv) Personal leave may be taken for part of a day.
- (v) Personal leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than thirteen (13) weeks' absence from work through illness in any one year.

### (b) Employee must Give Notice

The payment of personal leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### (c) Evidence Supporting a Claim

When the employee's absence is for more than two (2) days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

### (d) Accumulated Personal Leave

- (i) An employee's accumulated personal leave entitlements are preserved when:
  - (A) the employee is absent from work on unpaid leave granted by the employer;
  - (B) the employer or employee terminates the employee's employment and the employee is re-employed within three (3) months;
  - (C) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.
- (ii) The employee accumulates personal leave entitlements whilst absent from work on paid leave granted by the employer.

### (e) Workers' Compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of personal leave.

### (f) Absenteeism Counselling

- (i) Where an employer identifies an employee who is taking higher than average personal leave entitlements, the employer may implement the following procedure:
- (ii) Contact the union or the employee's nominated representative and within one (1) month the union organiser or other officer of the union will be available to conduct a counselling session jointly with the employer representative for the employee in question.

## (g) Single Day Absences

An employee will not be entitled to single days of paid personal leave on more than three (3) occasions in any one (1) year of service unless the employee produces to the employer (immediately upon return to work) a certificate from a qualified medical practitioner to the effect that the employee is unfit for duty on account of personal illness or injury by accident.

## S12.5.3 Public Holidays

(a) Public Holidays are prescribed in clause 6.16 of this Agreement, except as provided in paragraphs (b) and (c) below.

## (b) Part-Time Employees

A part-time employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, will be paid for the hours which would normally have been worked on that day.

## (c) Stand Down

Any employee, with two (2) weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, will be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one (1) or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

**S12.6 PART 6 - TRAINING AND RELATED MATTERS**

## S12.6.1 Training

(a) The parties to this Schedule recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Schedule, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
- (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (iii) removing barriers to the use of skills acquired.

## S12.6.2 Professional Development Leave – Teachers

(a) Teachers will be provided with five (5) paid days per annum professional development leave in addition to annual leave.

(b) Three (3) of these days will be structured professional development days designated by the employer. A teacher will be required to attend the equivalent of the other two (2) days at a time mutually agreed between the teacher and the employer.

## S12.6.3 Apprentices and Trainees

(a) Introduction of additional training and wage progression conditions for apprentices and trainees

With the introduction of new training and wage progression structures, employers, the relevant union/s, apprentices and trainees will co-operate to achieve its effective introduction.

This process will require the parties to:

- (i) familiarise themselves with the new training qualifications;
- (ii) examine the outcomes and impact associated with the National review of the Community Services Training Package;
  - (A) where relevant, transfer current employees, apprentices and trainees from their existing wage level to their appropriate new wage level;
  - (B) ensure that the new training and wage progression structure is implemented;
  - (C) ensure that students and apprentices and trainees who enter an apprenticeship or traineeship by way of conversion from a previous Training Contract are appropriately classified according to their qualification and aggregated periods of time served under previous Training Contracts or indenture;
  - (D) identify and resolve any problems created by the transition;
  - (E) inform their industrial representatives of any problems encountered or envisaged; and
  - (F) resolve any difficulties or problems associated with the implementation of the new training and wage progression structure in accordance with - clause 2.4 of this Agreement;

(b) Objectives

- (i) The objectives of Part Six of this Schedule are to establish a training and wages framework for persons undertaking training or an apprenticeship or traineeship, including those apprenticeships and traineeships that are in accordance with qualifications within the Community Services Training Package approved or recognised by the Training Recognition Council.
- (ii) It is acknowledged that the qualifications that support the child care industry are under continuous review and that they may result in amendments to this Part Six of this Schedule from time to time.
- (iii) The arrangements within Part Six of this Schedule are not to be regarded as a precedent in any other proceeding by any party or in any other proceeding whatsoever.

(c) Application

Part Six of this Schedule will apply to all apprentices and trainees who are registered with the Training Recognition Council.

(d) Definitions

- (i) "Act" will mean the *Training and Employment Act 2000 (Queensland)* (for the purposes of clause S12.6.3)
- (ii) "Community Services Training Package" will mean a series of industry based and nationally recognised qualifications, competency standards and assessment guidelines that are endorsed by the Australian Quality Training Framework. The Community Services Package may also be supported by non-endorsed components such as learning strategies, assessment resources and professional development materials.
- (iii) "Competencies" will mean the units and elements of competence to be achieved by an apprentice or trainee as specified in the relevant Community Services Training Package qualification or other qualification approved by the Training Recognition Council.
- (iv) "Part-Time Apprentice or Trainee" will mean an apprentice or trainee who undertakes an apprenticeship or traineeship on a part-time basis in accordance with clause S12.6.3 (f) (i).
- (v) "Qualification" will mean a qualification approved by the Training Recognition Council within the meaning of the *Child Care Act 1991 (Queensland)* and issued by the relevant Supervising Registered Training Organisation.

- (vi) "*Recognition of Prior Learning*" will mean the process whereby competencies already attained by an individual (for example, through formal and informal training, work or life experiences) can be assessed and recognised as fulfilling certain components or competencies of the qualification.
  - (vii) "*School-based apprentice or trainee*" will mean a secondary school student who is seventeen (17) years of age or older who has entered into a Training Contract with an employer that also involves an arrangement with the school and/or institution in accordance with clause S12.6.3 (f) (ii).
  - (viii) "*Supervising Registered Training Organisation*" will mean an organisation such as a secondary school, TAFE or a private provider that meets the registration requirements within the *Child Care Act 1991 (Queensland)* with respect to the delivery of particular qualifications and the assessment of the achievement of competence.
  - (ix) "*Training Recognition Council*" will bear the meaning and powers as defined in the *Child Care Act 1991 (Queensland)*.
  - (x) "*Training Contract*" will bear the meaning contained in the *Child Care Act 1991 (Queensland)* and will include any other Training Contract or indenture recognised by the Training Recognition Council.
  - (xi) "*Training Plan*" will mean a structured plan to enable an apprentice or trainee to attain the competencies for a particular qualification. Training Plans will be developed by Supervising Registered Training Organisations, in conjunction with the employer and apprentice or trainee.
  - (xii) "*Training Record*" will bear the meaning within the *Child Care Act 1991 (Queensland)*.
- (e) Training Conditions
- (i) The apprentice or trainee will be permitted by the employer to undertake a qualification in accordance with the provisions of the *Child Care Act 1991 (Queensland)* and the delivery arrangements approved by the Training Recognition Council. This will involve progression through an individual Training Plan, which outlines agreed competencies, training methods and monitoring arrangements, which is developed in conjunction with the Supervising Registered Training Organisation.
  - (ii) On commencement the employer will request that the apprentice or trainee be assessed by the relevant Supervising Registered Training Organisation to determine the competencies possessed relative to the qualification to be undertaken. Such assessment outcomes will be identified in the apprentice's or trainee's Training Plan and/or Training Record.
  - (iii) Employers will provide adequate supervision for apprentices and trainees to the extent that each participant has the opportunity to ensure that all qualification outcomes are achieved. As a minimum, the ratio of adequately qualified supervisory staff to apprentices and trainees will be as follows:
    - (A) one (1) qualified staff member (at AQF certificate level III or above) to a maximum of two (2) trainees (or full-time equivalent thereof); and/or
    - (B) one (1) qualified staff member (at Diploma level or above) for each apprentice (or full-time equivalent).
  - (iv) In clause S12.6.3 (e), supervisory staff will possess a qualification that is consistent with child care legislation for the classifications of:
    - (A) Group leader;
    - (B) Assistant Director; or
    - (C) Co-ordinator.
  - (v) Officers of the Training Recognition Council will monitor the overall training program. The Training Plan and/or the training record may be utilised as part of this monitoring process.
  - (vi) It is the responsibility of the relevant Supervising Registered Training Organisation in conjunction with the employer, to conduct ongoing assessment of the apprentice or trainee. This ongoing assessment is to ensure that the

apprentice or trainee is making adequate progress towards the achievement of competencies and associated minimum training requirements in the qualification.

(f) Employment Conditions

(i) Part-Time Apprentices/Trainees

- (A) An apprentice or trainee may be engaged on a part-time basis and be remunerated on a part-time basis in accordance with the provisions of this Part Six of this Schedule.
- (B) Notwithstanding the provisions of the Schedule, the ordinary hours of work including on and off-the-job training for a part-time apprentice or trainee will be employed and paid not less than an average of fifteen (15) hours per week over each four (4) week period throughout the duration of the Training Contract.
- (C) A part-time apprentice or trainee will have regular hours of work, and will be rostered to work on a regular and continuous basis.

(ii) School-Based Apprentices and Trainees

- (A) School-based apprenticeship or traineeship training arrangements require:
  - (1) that the apprentice or trainee be seventeen (17) years of age or older at the commencement of the apprenticeship or traineeship;
  - (2) a Training Contract, involving on-the-job training and productive work, guardian where appropriate;
  - (3) off-the-job training supervised through a Supervising Registered Training Organisation;
  - (4) that the student/employee attends secondary school and/or institution offering secondary courses; and
  - (5) progression towards the attainment of a senior secondary certificate and completion of or progress towards a nationally recognised vocational education and training qualification.
- (B) The minimum hours provided for part-time apprentices and trainees will not apply to school-based apprentices and trainees.
- (C) When a student ceases to be enrolled in a school and/or institution offering secondary courses and the student has not completed the apprenticeship/traineeship, they will continue as an apprentice or trainee in accordance with the Training Contract on either a full-time or part-time basis.

(iii) College Attendance and Rostered Days Off

- (A) Where an apprentice's or trainee's rostered day off, or days off, coincide with attendance at a course of instruction that leads to a qualification, the rostered day off will not be a rostered day off for the apprentice or trainee and will be substituted by one of the following methods:
  - (1) the equivalent of the time spent at the course of instruction may be added to apprentice or trainee's annual leave (but does not attract leave loading);
  - (2) payment for the equivalent of the time spent at the course of instruction may be made to the apprentice or trainee on the next succeeding pay day;
  - (3) the apprentice or trainee may be allowed the equivalent of the time spent at the course of instruction in lieu of such rostered day off.

- (B) Unless otherwise agreed between the employer and the apprentice or trainee, such time in lieu will be taken within twenty-eight (28) days of the rostered day off falling due.
- (C) All other payments for college attendance will be consistent with the legislation.

(g) Existing Employees

- (i) In clause S12.6.3 (g), "*existing employee*" will mean a person who has been employed for at least three (3) months immediately prior to becoming an apprentice or trainee with the employer.
- (ii) Existing employees may participate in apprenticeships and traineeships. An existing employee will not be required to serve any probationary period in relation to their contract of employment or for the purposes of the *Child Care Act 1991 (Queensland)*.
- (iii) A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the employee's suitability for training under a Training Contract. Where the employee proves to be unsatisfactory for training under a Training Contract, the person will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.
- (iv) Where existing employees commence an apprenticeship or traineeship, the employer will endeavour to minimise any adverse affects on other employees. Additionally, such other employees will not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.
- (v) Existing employees will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee; provided that existing employees who were casually engaged prior to becoming employed as a full-time or part-time apprentice or trainee will not be entitled to retain their casual loading.
- (vi) Existing employees whose Training Contract is completed or cancelled and subsequently remain in their employer's employ, will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.
- (vii) They will only advance to an employment level commensurate with their qualification when a vacancy occurs in a position assigned to that level.

(h) Wages

(i) Entry Wage Level and Transition Wage Arrangements

Apprentices or trainees who enter an apprenticeship or traineeship by way of conversion from a previous Training Contract, whether fully or partly completed, will receive:

- (A) the appropriate year/wage level previously attained and paid, whichever is the greater. In determining the appropriate year/wage level, aggregated periods of credit and time served under previous Training Contract/s will be taken into account.
- (B) Where an apprentice or trainee transitions from one qualification to another within an existing Training Contract (e.g. Certificate III in Children's Services Traineeship transitioned to Certificate III in Community Services (Children's Services)), they will retain the wage level for the initial qualification undertaken as a minimum and progress thereafter in accordance with the minimum requirements for the new qualification.
- (C) Employers who object to the entry and transition wage rates provided for in accordance with clause S12.6.3 (h) may progress the matter through clause 2.4 of this Agreement.

## (ii) Wage Progressions

- (A) Progression through the Wage Levels will be based upon the completion of aggregated periods of time as specified in the relevant Table in clause S12.6.3 (h) and/or recorded in the Training Plan and/or the Training Record.
- (B) Where the employer considers that the apprentice is failing to make reasonable progress, the employer will notify the Training Recognition Council in accordance with the provisions of section 82 of the *Child Care Act 1991 (Queensland)* before the completion of the aggregated period specified in the Table.
- (C) In this situation the apprentice will not progress automatically to the next Wage Level through the elapsing of the specified aggregated time. Progression thereafter will be on the achievement of competencies as managed by the Supervising Registered Training Organisation.
- (D) If an employer fails to notify the Training Recognition Council as specified above, the apprentice or trainee will progress to the next Wage Level at the completion of the aggregated period referred to in the relevant Table.

## (iii) Wages and Other Conditions

- (A) Trainees and apprentices in the first year of their nominal 3 year apprenticeship will be entitled to Wage Level 1 rates as follows:

## Wage Level 1

AGE	PERCENTAGE OF RELEVANT ADULT RATE*
Under 18 Years	55
18 and under 19 Years	65
19 and under 20 Years	75
20 and under 21 Years	85
Adults	80 (see Note 1 below)

*Note: 1.\*The relevant adult rate for persons employed in the Other Than Outside School Hours sector will be as follows:*

- *Adults - Children's Services Worker - 1 Year Qualified - Year 1*
- *All other ages - Assistant Children's Services Worker - Unqualified - Year 1.*

*Note 2. The Relevant Adult Rate for persons employed in the Outside School Hours Care and Vacation Care sector will be as follows:*

- *Adults - Assistant - Year 2*
- *All other ages - Assistant - Year 1.*

- (B) Apprentices in the second and third year of their nominal three (3) year apprenticeship will be entitled to Wage Level 2 and 3 wages and progression as follows:

Wage Levels 2 and 3

Wage Level	Minimum Training Requirements on Entry	% of Relevant Adult Rate*
2	On completion of an AQF Level III Certificate in child care traineeship or an aggregated period of 12 months after commencing the apprenticeship.	80
3	On completion of an aggregated period of 2 years after commencing the apprenticeship or 12 months at Wage Level 2, whichever is the earlier.	90
Exit (AQF Level V Diploma)	On completion of an aggregated period of 3 years after commencing the apprenticeship or 12 months at Wage Level 3, whichever is the earlier.	100

*Note: The Relevant Adult Rate for persons employed in the Other Than Outside School Hours Sector will be as follows:*

- Group Leader - 2 Year Qualified - Year 1
- Co-ordinator - Qualified - Year 1

(iv) Part-Time and School-Based Apprentices/Trainees

- (A) Wages for part-time and school-based apprentices and trainees will be based on the wage progression arrangements for apprentices and trainees calculated on a pro rata basis.
- (B) The part-time and school-based rate will be used as the ordinary time rate for the calculation of overtime, penalties and all other purposes of the Schedule; provided that a school-based apprentice or trainee will receive a loading of 19% of the ordinary time rate in consideration of non-payment for:
- (1) time spent at school and/or institution or undertaking off-the-job training;
  - (2) annual leave;
  - (3) personal leave; and
  - (4) public holidays, where the school-based apprentice or trainee is not required to work on such days.
  - (5) Where the Table in clause S12.6.3 (h) ((iii) specifies that the minimum training requirements of an apprenticeship will be based on the achievement of competencies or a period of aggregated time after commencing a wage level, the aggregated period of time specified refers to full-time apprentices and trainees.

- (C) For part-time apprentices and trainees, the minimum period of time specified for wage progression arrangements will be double that specified for full-time apprentices.

- (i) Qualifications obtained through institutional training

Graduates of pre-trade or other institutionally delivered programs relevant to the child care industry up to the equivalent of an AQF Level III qualification will commence apprenticeships at Wage Level 1 and 6 months after commencing their apprenticeship, will progress to Wage Level 2.

#### S12.6.4 Training and Related Matters – General

- (a) The parties commit themselves to continuing and upgrading the training provided to employees.
- (b) It is agreed that the parties will co-operate in ensuring that training is maintained and improved and that qualifications within the Community Services Training Package will be utilised and accessed where appropriate.
- (c) This training will form the basis of an enhanced career structure in the industry.

#### S12.6.5 Skill Development Courses

- (a) Where a child care worker as defined in the Child Care Legislation attends a course or conference relevant to their employment outside of ordinary working hours the employer is to:
  - (i) pay the cost of the course or conference;
  - (ii) provide transport to the course or conference or pay the allowance to the employee specified in clause S12.3.2 (b) for travel to and from the conference;
  - (iii) pay all other expenses associated with attending the course or conference, including accommodation expenses.
- (b) Time spent travelling to and attending courses/conferences outside of ordinary working hours is unpaid time.
- (c) Where a child care worker as defined in the Child Care Legislation attends a course or conference relevant to their employment during ordinary working hours, the employee shall not suffer any loss of pay.
- (d) The employer is not to unreasonably withhold permission for an employee to attend a course/conference either during or outside ordinary working hours.

#### S12.6.6 Financial Assistance to Obtain Qualifications

- (a) Clause S12.6.6 does not apply to qualifications undertaken as part of a traineeship or apprenticeship under the *Vocational Education, Training and Employment Act 2000 (Queensland)*.
- (b) Where there is a mandatory requirement for the employee to possess or enrol in a Certificate III in Children's Services or where the employer requires and/or approves an employee to undertake other studies such as a Diploma or higher qualification in Children's Services or Education, the following will apply:
  - (i) Financial assistance to undertake a Diploma or higher qualification is dependant on the employer requiring or approving the child care worker to undertake the applicable course.

- (ii) Where the employee undertakes a Certificate III, Diploma or higher qualification then the employer shall contribute fifty per cent (50%) of the approved course in two (2) equal instalments; twenty-five per cent (25%) on commencement and twenty-five per cent (25%) on completion, subject to satisfactory proof of successful completion of the course being provided to the employer.
- (iii) The employee will refund the employer the initial twenty-five per cent (25%) paid if the course is not completed unless it is not completed for unforeseen circumstances e.g. serious illness, family bereavement or other reasons which are no less compelling. Such reimbursements shall be paid under mutually agreed arrangements between the employee and the employer.
- (iv) Unless an agreement is reached between the employer and the employee that the employer will pay the training costs directly to the training provider, the employee will pay for the course and be reimbursed by the employer. Such reimbursement will be made to the employee within fourteen (14) days of proof to the employer of the initial payment being made by the employee and proof of successful completion of the course, respectively.
- (v) The employer shall reimburse the employee fifty per cent (50%) of the cost of the prescribed textbooks and other prescribed course materials. Such reimbursement will be made to the employee within fourteen (14) days of the production of the receipts.
- (vi) Where any disputes arise over financial assistance then the grievance procedure contained in the Schedule is to be accessed.

## **S12.7 PART 7 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **S12.7.1 First Aid Kit**

A first-aid cabinet will be available for employees in cases of accidents. Such first-aid cabinet will be kept and maintained in accordance with the provisions of the *Work Health and Safety Act 2011 (Queensland)*, relating to such first-aid cabinets.

### **S12.7.2 Uniforms**

Where employees are required to wear uniforms and/or aprons, such uniforms and/or aprons will be supplied, maintained and laundered at the employer's expense and will remain the property of the employer; provided that where, by mutual agreement, an employee launders such items of clothing, the employee will be paid an allowance of \$2.00 per week on that account or 40¢ per day for part-time or casual employees.

### **S12.7.3 Dressing accommodation**

The employer will provide the employees with reasonable accommodation for dressing purposes.

**SCHEDULE 13 SERVICES STAFF****S13.1 Application****S13.1.1 Title and Coverage of Schedule**

- (a) This Schedule will be called the Services Staff Schedule (Schedule 13). This Schedule will provide the terms and condition of employment for employees who are not: teachers; school officers; boarding supervisors; childcare employees; or nurses.
- (b) The Classifications for employees covered by this Schedule are contained in Attachment 2 of this Schedule.
- (c) The provisions of this Schedule will operate from, and be implemented from, no later than 1 January 2017.
- (d) Where a particular provision appears in the body of the Agreement, that provision will override (to the extent of any inconsistency) a provision in this Schedule which deals with the same matter.

**S13.1.2 Arrangement of Schedule**

Subject Matter

Clause No.

**PART 1 APPLICATION**

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Definitions .....	1.3
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**PART 2 EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

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**PART 3 WAGES RELATED MATTERS**

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**PART 4 HOURS OF WORK, BREAKS, PENALTY RATES, WEEKEND WORK AND OVERTIME**

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**S13.1.3 Definitions**

- (a) *"Greenkeeping and grounds employees"* include all employees involved in preparation and maintenance of playing greens, sports grounds and courts and school grounds.
- (b) *"Building maintenance employees"* means employees who are engaged in the repair and renovation of buildings and structures necessitating the use of building tradespersons', or labourers' skills and/or tools.

**S13.1.4 Area of Operation**

For the purpose of this Schedule, the divisions and districts are as follows:

- (a) Divisions
  - (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
  - (ii) Mackay Division - That portion of the State within the following boundaries - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
  - (iii) Southern Division – That portion of the State not included in the Northern or Mackay Divisions.
- (b) Districts
  - (i) Northern Division:
    - Eastern District – That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
    - Western District – The remainder of the Northern Division.
  - (ii) Southern Division:
    - Eastern District – That portion of the Southern Division along or east of a line commencing at the junction of the State with 150 degrees of east longitude, exclusive of the Local Authority Area of the City of Brisbane; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.
    - Western District - The remainder of the Southern Division.

**S13.2 Employer and Employees' Duties, Employment Relationship and Related Arrangements****S13.2.1 Employment Categories**

Employees (other than casuals) covered by this Agreement shall be advised in writing of their employment category upon appointment. In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause S13.2.2 of this Schedule); or
- (c) casual (as prescribed in clause S13.2.3 of this Schedule).
- (d) trainee (as prescribed by clause S13.2.4 of this Schedule)
- (e) term time (as prescribed by Schedule 13 of the Agreement)

### **S13.2.2 Part-Time Employment**

- (a) A part time employee means an employee who is employed on a continuing contract of employment who works (subject to this clause) fewer hours than a full time employee.
- (b) A part time employee will be employed as follows:
  - (i) The spread of ordinary working hours shall be the same as those prescribed for full-time employees;
  - (ii) The number of ordinary working hours in any one week shall not be less than 12 and shall not exceed 32;
  - (iii) The spread of ordinary working hours shall be the same as those prescribed for full-time employees;
  - (iv) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than 4 hours or more than 10 hours per day;
  - (v) Hours worked outside, or in excess of the ordinary working hours will be paid for at the overtime rate;
  - (vi) Part time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38;
  - (vii) Part time employees shall be entitled to a proportionate amount of annual leave, sick leave, long service leave, bereavement leave and all public holidays as prescribed for weekly employees.
  - (viii) All other provisions of this Agreement relevant to full-time employees shall apply to part-time employees.
  - (ix) Notwithstanding clause S13.2.2 (b) (ii) above, cleaners currently have a minimum part time weekly engagement of 7.6 hours per week. Transition to the prescribed 12 hour per week minimum shall occur no later than 1 January 2017.

### **S13.2.3 Casual Employment**

- (a) A casual employee is an employee who engaged as such, who is employed by the hour and who works less than 38 ordinary hours per week.
- (b) A casual employee will be employed as follows:
  - (i) A casual employee will be paid 25% in addition to the applicable rates of wages prescribed for a similar employee
  - (ii) A casual employee will be paid for a minimum of two hours for each engagement.

### **S13.2.4 Trainees**

Provisions applying to those on traineeships are included at Attachment 1 of this Schedule.

### **S13.2.5 Term Time Employment**

Employees may be employed as term time employees in accordance with Schedule 13 (Term-Time Employment) of this Agreement.

**S13.2.6 Anti-Discrimination**

- (a) It is the intention of the parties to this Agreement to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Fair Work Act 2009*, which includes:
  - (i) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- (c) Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in clause S13.2.6 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

**S13.3 – Wage Related Matters****S13.3.1 Classifications –**

- (a) An employer shall determine the classification of a position through the following process:
  - (i) An analysis is to be undertaken to establish the skills and responsibilities required for each identified position and a position description written for each position.
  - (ii) Each position will be classified by reference to the classification criteria set out in Attachment 2 of this Schedule using the position description developed in accordance with clause 10.11 of this Agreement.
  - (iii) Employees are to be appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on the employee's years of service in a position at a similar or higher level.
  - (iv) A contemporary position description for each Services Staff employee shall be developed by 1 December 2016.

*Classification Criteria*

- (b) The Classification criteria (competency, supervision and qualifications/experience) in Attachment 2 of this Schedule will be used to determine the appropriate classification level.
- (c) The criteria are designed to indicate the level of knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The criteria at each level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated criteria should not be used to justify the classification of a position.

- (d) The key issue to be looked at in properly classifying a position is the level of initiative, responsibility / accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the criteria, read as a whole, of the position.
- (e) The "*Description of Skills and Duties*" sets out detail of typical skills and duties at each level. This document aligns the competencies with the typical skills and duties which may be exercised by employees. As such it is to be read along side the classification criteria for the purpose of classifying a position.
- (f) The indicative duties are a non-exhaustive list of job titles that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty or more than one depending on the particular work allocated to them. Indicative duties should not be used as the primary determinant in classifying employees.
- (g) Level 0 in the structure will be applied as a level at which employees learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are utilised by the employer, progression through the structure may be possible.

#### *Re-Classification Process*

- (h) An employee may request a reclassification of their position. Such a request may be made either in relation to the classification level of an existing position or where the classification level of the position has been changed. Except in exceptional circumstances no employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12 month period.
- (i) An employee will make any request for reclassification, in writing, to the employer.
- (j) An employer will consider a request for reclassification and notify the employee in writing of their decision regarding the employee's request.

#### *Review of Classification/Reclassification Process*

- (k) If, after receiving the employer's notification (in relation to either the classification or reclassification of a position), the employee believes that their position has not been classified at the correct level, the employee may apply for a review of that decision. In this case the employee shall make written application for a Review of Classification to the employer.
- (l) Where the employer receives a Review of Classification application, the employer shall advise the IEUA in writing that such an application has been received.
- (m) A joint review of the classification by the IEUA and the employer shall then take place. The persons representing the IEUA and the employer will, wherever practicable, have substantial experience in the classification of employees – other than teachers. Further, wherever practicable, the person who made the original decision in relation to the classification will also be involved.
- (n) The joint review will seek to reach a consensus position. Where a consensus position is achieved the employer will adopt this position.
- (o) The employee will be advised in writing of the outcome of the joint review.
- (p) If the joint review does not reach a consensus position the employee may refer the matter to Fair Work Commission in the terms of the Grievance Procedure/Dispute Settling Procedure.

*Classification Structure - Characteristics*

- (q) The tables provided in Attachment 2 of this Schedule describe the Classification structure – Characteristics for Services Staff, other than School Officers, Boarding Supervisors, Childcare employees and Nurses.

*Incremental Progression*

- (r) Clause 8.2 of this Agreement sets out the process of incremental progression through the classification structure for Services Staff.

**S13.3.2 Wage Rates**

- (a) The wage rates for Services Staff, other than School Officers, Boarding Supervisors, Childcare employees and Nurses are prescribed in Schedule 1 of this Agreement.
- (b) Junior rates
- (i) The Junior rates provided in this clause will only apply to Level 0 and Level 1.
- (ii) Junior employees will be paid the following percentage of the adult rate:

Age	Percentage of Adult Wage (%)
Under 16 years	55
Under 17 years	65
Under 18 years	75
18 Years and thereafter	100

**S13.3.3 Allowances**

All Allowances, with the exception of the Divisional and district parities in clause S13.3.1 (a) below, will be adjusted by the same percentage movement that applies to wage rates.

- (a) Divisional and district parities

The divisional and district parities (as described in Schedule 1J) for employees other than teachers shall be paid in addition to the employees wages as prescribed in Schedule 1 (Wages, Salaries and Allowances) of this Agreement.

- (b) The following allowances detailed in sub-clause S13.3.3 (b) through to and including S13.3.3 (g) are contained in Schedule 1 Wages, Salaries and Allowances and are subject to percentage increases thus provided for in this Agreement.

- (c) Work in the Rain

When an employee is required to work in the rain and by so doing gets their clothes wet, such employee shall be paid double rates for all work so performed. Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing.

This clause (clause S13.3.3 (c)) does not apply where the employee has been supplied with adequate rainproof clothing.

- (d) Distributing Fertilizer or Spraying

Employees who are required to distribute fertiliser or who are engaged upon spraying shall be supplied with gloves, overalls, goggles and a double respirator at the employer's expense or, by mutual agreement, be paid an allowance of \$1.54 per week in lieu thereof.

(e) Toilet Cleaning

Employees required to clean toilets connected with septic tanks or sewerage are to be paid an allowance of \$8.81 per week in addition to their ordinary wage rates.

(f) First Aid Attendant

Where an employer appoints an employee, who holds an appropriate first-aid certificate, as a first-aid attendant, that employee will be paid an additional \$16.40 per week.

(g) Allowances relevant only to Building and Maintenance employees have been included as Attachment 3 to this Schedule.

### **S13.3.4 Uniforms**

Where an employer requires any employee to wear any special uniform, dress or clothing such shall be supplied by the employer and such employee shall be paid an allowance of \$5.00 per week unless such uniform, dress or clothing is laundered by the employer.

### **S13.3.5 Board and Lodging**

The amounts which may be deducted from the wages when an employee is provided with board only or board and lodging shall be:

- (a) where full board and lodgings are made available to adult employees, and those lodgings are available for the employee's exclusive use 52 weeks of the year, the employer shall have the right to deduct from the pay of the employee residing on the premises an amount of \$95.50 per fortnight.
- (b) where lodgings only are made available to adult employees, and those lodgings are available for the employee's exclusive use 52 weeks of the year, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of \$31.85 per fortnight.
- (c) in all cases the ratio of the value of board to that of lodging shall be 2 to one.
- (d) the value of board and lodging shall be increased or decreased by an amount equal to 23% of any increase or decrease in the federal minimum wage subsequently determined by the Fair Work Commission.
- (e) in the case of employees who do not reside on the employer's premises, a deduction may be made from their wages by the employer at the rate of 1/21st of the allowance for board calculated to the nearest cent for each meal supplied and consumed during the employee's spread of working hours. This paragraph (paragraph (e)) does not apply to meals supplied in accordance with clause S13.4.2 (c) of this Schedule.
- (f) lodging rooms shall be fitted with adequate and appropriate heating and cooling appliances.
- (g) in the case of junior employees the employer may deduct half of the appropriate amount applicable to adult employees.

### **S13.3.6 Mixed Functions**

Where an employee is required to perform work, which attracts a higher rate of pay, on any day that employee shall be paid as follows:

- (a) if such work is performed for four (4) or more hours on any day the employee will be paid the higher rate for the whole of the day.
- (b) if such work is performed for less than four (4) hours then the employee will be paid at the higher rate for four (4) hours.

**S13.3.7 Multiple Contracts**

Clause 8.9 (Multiple Contracts of Employment) of this Agreement prescribes the parameters under which an employee may be engaged for separate and distinct categories of work.

**S13.4 Hours of Work, Breaks, Penalty Rates, Weekend Work and Overtime****S13.4.1 Hours of Work****(a) Ordinary Hours of Work**

- (i) Subject to clause S13.4.1 (c), the ordinary hours of work for all employees shall be an average of 38 per week, to be worked on one of the following bases:
  - (A) thirty-eight (38) hours within a work cycle not exceeding seven (7) consecutive days; or
  - (B) seventy-six (76) hours within a work cycle not exceeding fourteen (14) consecutive days; or
  - (C) one hundred and fourteen (114) hours within a work cycle not exceeding twenty-one (21) consecutive days; or
  - (D) one hundred and fifty-two (152) hours within a work cycle not exceeding twenty-eight (28) consecutive days.
- (ii) The ordinary hours of work will be worked on not more than five (5) consecutive days in a week. The ordinary hours of work will be worked continuously, except for meal breaks.
- (iii) The ordinary working hours will be worked on the following days and between the following times:
  - (A) building and building maintenance employees, Retail employees: Monday to Friday inclusive, between 6.00 a.m. and 6.00 p.m.
  - (B) greenkeeping and Grounds employees: Monday to Sunday inclusive, between 5.30 a.m. and 6.00 p.m.
  - (C) Catering and domestic employees, Boarding House services employees, Employees driving motor vehicles and involved in associated duties: Monday to Sunday inclusive between 6.00 a.m. and 6.00 p.m.
  - (D) cleaners, caretakers, security employees: Monday to Sunday inclusive between 6.00 a.m. and 6.00 p.m.
- (iv) Work done outside of, or in excess of the ordinary hours prescribed in this clause (clause S13.4.1), will be paid at overtime rates.
- (v) All employees will work their ordinary working hours in accordance with a roster. That roster will not be changed except by seven (7) day's notice. The roster shall be displayed in a conspicuous place or places accessible to the employees concerned.
- (vi) The maximum number of ordinary hours of work shall not exceed ten (10) hours any day.

**(b) Working of Thirty-Eight (38) Hour Week**

- (i) The thirty-eight (38) hour week shall be worked in one of the following ways, most suitable to the particular employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:-
  - (A) by employees working less than eight (8) ordinary hours each day; or
  - (B) by employees working less than eight (8) ordinary hours on one or more days each work cycle; or
  - (C) by fixing one or more work days on which all employees will be off during a particular work cycle; or

- (D) by rostering employees of on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
  - (ii) Subject to clause S13.4.1 (b) (i), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one (1) work day to be taken off during a particular cycle.
  - (iii) Notwithstanding any other provision clause S13.4.1 (b), where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of five (5) rostered days off. Where such an agreement has been reached, the accrued rostered days off shall be taken within twelve (12) calendar months of the date of which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (iv) When the ordinary working cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause S13.4.1 (b) (iii).
  - (v) Different methods of working of the thirty-eight (38) hour week may apply to individual employees, groups or sections of employees in the organisation concerned.
  - (vi) Ordinary hours for all employees shall be paid on the basis of not more than thirty-eight (38) per week, on an averaged basis according to the work cycle, notwithstanding that in excess of thirty-eight (38) ordinary hours may be worked to maximise leisure time off in accordance with this clause (clause S13.4.1 (b)).
- (c) Procedures for Enterprise Level Discussions
- (i) The employer and all employees concerned in each establishment shall consult over the most appropriate means of working a thirty-eight (38) hour week.
  - (ii) The objective of such consultation shall be to reach agreement on the method of working the thirty-eight (38) hour week in accordance with clause S13.4.1 (b).
  - (iii) The outcome of such consultation shall be recorded in writing.
  - (iv) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
  - (v) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the thirty-eight (38) hour week is implemented or worked from time to time.
  - (vi) Upon giving seven (7) days notice or such shorter period as may be mutually agreed upon, the method of working the thirty-eight (38) hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause S13.4.1.

#### **S13.4.2 Meal Breaks**

- (a) Employees are entitled to an unpaid meal break of between thirty minutes and one hour when they work for five or more hours on any one day. The meal break will be taken between the 4th and 6th hours from the commencement of work:
- All work required during the recognised meal break shall be paid for at the rate of double time, such payment to continue until a meal break has commenced. Such meal break shall be of the duration prescribed for the ordinary hours of work by clause S13.4.1 (a).
- (b) Hot water shall be provided by the employer for meal breaks and rest pauses.

- (c) Employees who are required to continue working for more than one and a-half hours beyond their ordinary finishing time shall be entitled to take a thirty (30) minute paid meal break and shall be provided with an adequate meal by the employer or paid an allowance of \$9.60 in lieu thereof. Where an employee has provided a meal because of receipt of notice to work overtime and such overtime is not worked that employee shall be paid \$9.60 for any meal so provided.

#### **S13.4.3 Penalty Payments**

- (a) Weekend Work

Where ordinary hours of work are worked on a Saturday or Sunday, the following classes of employees will be entitled to the following penalty payments:

- (i) Greenkeeping and grounds employees: Sunday – 100%
- (ii) Catering and domestic employees, boarding house services employees, Employees driving motor vehicles and involved in associated duties, Cleaners, caretakers, security employees: Saturday and Sunday – 50%

- (b) Night Work

Where ordinary hours of work are worked during the times identified below, the following classes of employees will be entitled to the following penalty payments:

Catering and domestic employees, boarding house services employees, security employees, employees driving motor vehicles and involved in associated duties: between 6 pm and 6 am – 15%, Monday to Friday inclusive.

#### **S13.4.4 Overtime**

- (a) All time worked in excess of or outside of the ordinary hours of work will be deemed overtime. Such hours may be compensated using either this clause (clause S13.4.4 Overtime) or clause S13.4.5 (Time Off In Lieu Of Overtime).
- (b) All overtime in any one day, except as otherwise provided, will be paid for at one and a half times the ordinary rate for the first three (3) hours and double time thereafter. All overtime worked on a Sunday will be at the rate of double time.
- (c) An employee recalled to work overtime after leaving the employee's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three (3) hours' work at the appropriate rate.
- (d) All overtime worked on a Saturday or on a Sunday shall be subject to a minimum payment as for two (2) hours worked for each occasion that an employee is required to attend for duty. This minimum payment shall not be applicable where overtime is worked continuously with ordinary working hours on a Saturday.
- (e) Where an employee is recalled from home to work overtime, the employee shall be paid for the time so worked at the rate of double time, with a minimum payment as for three (3) hours' work in respect of each such recall.
- (f) When calculating overtime payments, any part of a-half of an hour that is worked on any one day shall be paid for as a full half of an hour.
- (g) Where an employee has worked so much overtime between the termination of the employee's ordinary work on one day, and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten (10) consecutive hours off duty between those times the employee will be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, the employee will be paid double rates until the employee is released from duty for a period of ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### **S13.4.5 Time Off in Lieu of Overtime**

- (a) An employee and an employer may agree that the employee will receive paid time off in lieu of overtime. Such an agreement must be recorded in writing.
- (b) Time off in lieu of overtime shall be at the equivalent of the number of hours of ordinary pay that the employee would have received for such overtime.
- (c) Accumulated time off in lieu of overtime shall be taken at a time mutually agreed between the employee and the employer, and within twelve (12) months of its accumulation. Time off in lieu of overtime may be banked to a maximum of thirty-eight (38) hours at any one time.
- (d) Where there is written agreement between an Industrial Organisation and the employer time off in lieu of overtime may be accrued for a period longer than twelve (12) months and/or a quantum in excess of thirty-eight (38) hours may be accrued.
- (e) Any accrued time off in lieu that is outstanding after twelve (12) months (in the absence of written agreement between the Industrial Organisation and the employer) or at the time of termination of employment, for any reason, by either party, shall be paid out at the employee's ordinary time rate of pay.

### **Attachment 1: Traineeship Wages and Conditions – Services Staff**

#### **A1 Title**

This is the *Training Wage Attachment*. It replicates the National Training Wage Schedule.

#### **A2 Definitions**

In this Attachment:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the *Vocational Education, Training and Employment Act 2000 (Qld)* or any successor legislation.

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **A.3 Coverage**

- A.3.1 Subject to clauses A.3.2 to A.3.6 of this Attachment, this Attachment applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause A.7 of this Attachment or by clause D.5.4 of this schedule.
- A.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Clause A.7 of this Attachment.
- A.3.3 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- A.3.4 Where the terms and conditions of this Attachment conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- A.3.5 At the conclusion of the traineeship, this Attachment ceases to apply to the employee.

### **A.4 Types of Traineeship**

The following types of traineeship are available under this Attachment:

- A.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- A.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

### **A.5 Minimum Wages**

#### **A.5.1 Minimum Wages for Full-Time Traineeships**

- (a) Wage Level A

Subject to clause A.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Clause A.7 are as prescribed in Schedule 1 of this Agreement.



## (b) Wage Level B

Subject to clause A.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Clause A.7 are as prescribed in Schedule 1 of this Agreement.

## (c) Wage Level C

Subject to clause A.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Clause A.7 are as prescribed in Schedule 1 of this Agreement.

## (d) AQF Certificate Level IV traineeships

(i) Subject to clause A.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause A.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship are as prescribed in Schedule 1 of this Agreement.

**A.5.2 Minimum Wages for Part-Time Traineeships**

## (a) Wage Level A

Subject to clauses A.5.2 (f) and A.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Clause A.7 are as prescribed in Schedule 1 of this Agreement.

## (b) Wage Level B

Subject to clauses A.5.2 (f) and A.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Clause A.7 are as prescribed in Schedule 1 of this Agreement.

## (c) Wage Level C

Subject to clauses A.5.2 (f) and A.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Clause A.7 are as prescribed in Schedule 1 of this Agreement.

## (d) School-Based Traineeships

Subject to clauses A.5.2 (f) and A.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Clause A.7 are as prescribed in Schedule 1 of this Agreement when the trainee works ordinary hours.

- (e) A QF Certificate Level IV traineeships
  - (i) Subject to clauses A.5.2 (f) and A.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time A QF Certificate Level IV traineeship are the minimum wages for the relevant part-time A QF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
  - (ii) Subject to clauses A.5.2(f) and A.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time A QF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant A QF Certificate Level III traineeship are as prescribed in Schedule 1 of this Agreement.
- (f) Calculating the actual minimum wage
  - (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses A.5.2 (a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
  - (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses A.5.2 (a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
  - (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses A.5.2 (a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **A.5.3 Other Minimum Wage Provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an A QF Certificate Level II to an A QF Certificate Level III traineeship, or from an A QF Certificate Level III to an A QF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new A QF certificate level.

### **A.5.4 Default Wage Rate**

The minimum wage for a trainee undertaking an A QF Certificate Level I–III traineeship whose training package and A QF certificate level are not allocated to a wage level by Clause A.7 is the relevant minimum wage under this schedule for a trainee undertaking an A QF Certificate to Level I–III traineeship whose training package and A QF certificate level are allocated to Wage Level B.

### **A.6 Employment Conditions**

- A.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- A.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

- A.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part time trainees whose approved training is fully off the job is determined by clause A.5.2(f)(ii) and not by this clause.

- A.6.4 Subject to clause A.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

**A.7 Allocation of Traineeships to Wage Levels**

The wage levels applying to training packages and their AQF certificate levels are:

**A.7.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

<b>Training package</b>	<b>AQF certificate level</b>
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

**A.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I

Training package	AQF certificate level
Retail Services	II
Screen and Media	I
Sport Industry	II
Sugar Milling	I
Textiles, Clothing and Footwear	III
Transport and Logistics	I
Visual Arts, Craft and Design	II
Water Industry	II

**A.7.3Wage Level C**

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I
Conservation and Land Management	II
Funeral Services	III
Music	I
Racing Industry	II
Rural Production	III
Seafood Industry	I

## Attachment 2 – Classification Characteristics (Services Staff, other than teachers; school officers; boarding supervisors; childcare employees; or nurses)

### CHARACTERISTICS AND QUALIFICATION

#### Competency of Employee

Level 0	Level 1	Level 2	Level 3	Level 4
Exercises minimal judgement. Performs routine duties of a manual nature.	Competency at this level involves application of knowledge and skills to a limited range of tasks and roles.	Competency at this level involves application of knowledge and skills to a range of tasks and roles.	Competency at this level involves application of knowledge with depth in some areas and a broad range of skills.	There is a wide variety of tasks and roles in a variety of contexts.
Not required to provide more than basic problem solving skills.	There is a specific range of contexts where the choice of actions required is clear.	There is a defined range of contexts where the choice of actions required is clear.	Fully competent and experienced in a technical sense and requires little guidance.	There is complexity in the ranges and choice of actions required.
	Competencies are normally used within established routines, methods and procedures that are predictable.	There is limited complexity of choice.	Over time the employee will demonstrate understanding of a broad knowledge base.	Competencies are normally used within a variety of routines, methods and procedures.
	Judgment against established criteria is also involved.	Competencies are normally used within well established routines, methods and procedures.	There is a range of roles and tasks in a variety of contexts.	Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services actions and achieving outcomes within time constraints.
		Discretion and judgement about possible actions are involved in some cases.	There is some complexity in the extent and choice of actions required.	
			As the employee gains experience they may be asked to identify, analyse and evaluate information from a variety of sources.	

Level 0	Level 1	Level 2	Level 3	Level 4
			Competencies are normally used within routines, methods and procedures.	
			Some discretion and judgement are involved in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.	
			Good interpersonal and communication skills.	

### Supervision of Employees' Work

Level 0	Level 1	Level 2	Level 3	Level 4
Works under close direction using established routines and procedures with little scope for deviation.	Works under direct and/or routine supervision depending on function.	Works under direct and/or routine supervision depending on function.	Works under limited supervision..	Work is carried out under general supervision.
Requires regular supervision.	Work is intermittently checked, and may be reviewed on completion.	Work is intermittently checked.	Work may be checked in relation to overall progress.	Progress and outcomes sought are under general guidance.
Usually operates within a team with very limited authority.	May take the form of general guidance where working in teams is involved.	May take the form of general guidance where working in teams is involved.	May take the form of broad guidance.	
	May involve detailed instructions in some situations.	May involve detailed instructions in some situations.	May involve a level of autonomy when working in teams.	

**Supervision of Others**

<b>Level 0</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
Does not supervise other employees.	An employee at this level will have no supervisory responsibilities.	An employee at this level will have no supervisory responsibilities.	Operates with autonomy individually or within a work team. Over time the employee may be asked to lead or supervise a work team.	The work of others may be supervised.
	An experienced employee may assist others by providing peer support in the completion of routine tasks.	An experienced employee may assist others by providing peer support in the completion of routine tasks.	An employee may have limited responsibility for guidance of the work of others.	Responsibility for the work and organisation of others in limited areas.
			Team co-ordination may be required.	Teams may be guided or facilitated.
				Training of subordinate staff may be required.

**Level 0 to 4 Qualifications & Experience matrix**

<b>Level 0</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
Junior Certificate or equivalent is the minimum formal qualification.	Junior Certificate or equivalent is the minimum formal qualification.	Junior Certificate or equivalent is the minimum formal qualification.	Tertiary qualifications at Certificate level, or completion of an apprenticeship, or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.	Tertiary qualifications at Certificate level, or completion of an apprenticeship, or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.
No experience is required.	No experience is required.	No experience is required.		

**Indicative Tasks and Duties**

<b>Level 0</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
<p><b>Kitchen hand (including Cooks Assistant, Pantry duties and Restaurant useful)</b></p> <p>An employee engaged in assisting a cook or cooks in any kitchen:</p> <p>Indicative duties of an employee at this level include:</p> <ul style="list-style-type: none"> <li>i Removing food plates;</li> <li>ii Setting and/or wiping down tables;</li> <li>iii Cleaning and tidying dining areas;</li> <li>iv Cleaning of cooking and general utensils;</li> <li>v Assisting employees cooking;</li> <li>vi Assembly and preparation of ingredients for cooking; and</li> <li>vii General pantry duties.</li> </ul>			<p><b>Qualified Cook</b></p> <p>An employee who is employed substantially in the cooking and/or preparing of food.</p> <p>An employee possessing a relevant trade qualification and/or the equivalent skill and/or experience.</p> <p>Indicative duties of an employee at this level include:</p> <ul style="list-style-type: none"> <li>i Trade cooking duties including baking, pastry-cooking or butchering; and</li> <li>iii Specialised skills in dining room duties.</li> </ul>	<p><b>Qualified Cook in charge of other cooks</b></p> <p>The cook permanently employed to be in charge of a kitchen.</p> <p>An employee possessing a relevant trade qualification <u>(or relevant post-trade qualification)</u> and/or the equivalent skill and/or experience.</p> <p>Indicative duties of an employee at this level include:</p> <ul style="list-style-type: none"> <li>i Trade cooking duties including baking, pastry-cooking or butchering; and</li> <li>ii Specialised skills in dining room duties;</li> <li>iii The co-ordination, training and supervision of employees at lower levels.</li> </ul>
<p><b>Laundry Hand</b></p> <p>An employee who is employed to perform general laundry work.</p>	<p><b>Waiting - Food and/or Drink</b></p> <p>Indicative duties of an employee at this level include:</p> <ul style="list-style-type: none"> <li>i Undertaking general waiting duties; and</li> <li>ii Non-cooking duties in</li> </ul>		<p><b>Head Waiter</b></p> <p>Means an employee without relevant trade qualifications possessing skills and performing duties beyond that of a Waiting – Food and/or Drink employee.</p>	<p><b>Greenkeeper (Supervisor), Landscape Gardener (Supervisor)</b></p> <ul style="list-style-type: none"> <li>• presentation of written and/or verbal reports, general liaison with management.</li> </ul>

Level 0	Level 1	Level 2	Level 3	Level 4
	a kitchen or food preparation area.		<p>An employee at this level works under general supervision and is responsible for assuring the quality of their own work.</p> <p>Indicative duties of an employee at this level include:</p> <ul style="list-style-type: none"> <li>i Responsibility for on-the-job training of kitchen staff of a lower level;</li> <li>ii Supervision of and responsibility for security of property and equipment; and</li> <li>iii Supervision of and responsibility for the security and conduct of students.</li> </ul>	<ul style="list-style-type: none"> <li>• activities requiring application of specialist skills.</li> <li>• supervision and training of subordinate staff, including tradespersons.</li> <li>• preparation of budgets and financial reports.</li> <li>• planning for the overall development of the facility in consultation with management.</li> <li>• supervision and co-ordination of large numbers of subordinate staff, including development of staffing and training plans, staff counselling and assisting management in the selection of personnel.</li> </ul>
<p><b>General Maintenance</b></p> <p>An employee who is responsible for repairing structures necessitating the use of Labourers tools / skills, and general labouring duties.</p>	<p><b>Yardman</b></p> <p>An employee engaged in attending to petrol pumps, or otherwise supplying petrol for motor vehicles, or performing any labouring work in or about or in connection with any garage.</p>		<p><b>Greenkeeper (General), Landscape Gardener (General)</b></p> <ul style="list-style-type: none"> <li>• assists in the training and/or supervision of employees at Levels 0, 1 and 2.</li> <li>• major non-trade maintenance of</li> </ul>	<p><b>Head Security Officer</b></p> <ul style="list-style-type: none"> <li>• Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station.</li> </ul>

Level 0	Level 1	Level 2	Level 3	Level 4
			<ul style="list-style-type: none"> <li>equipment.</li> <li>assists in chemical and other spraying, where required to hold an appropriate license.</li> <li>completes basic records.</li> <li>assists in the construction and installation of facilities and systems.</li> <li>operates a specialised range of machinery e.g. greens, mowers, fairway units.</li> <li>operates and/or maintains a wide range of turf machinery and equipment.</li> <li>training and supervision of other employees and including apprentices.</li> <li>construction of surfaces, gardens.</li> <li>installation and maintenance of irrigation and drainage systems.</li> <li>control and maintenance of stores and facilities.</li> <li>stock control, record keeping.</li> <li>plans the work programme in consultation with</li> </ul>	<ul style="list-style-type: none"> <li>Keyboard operation to alter the parameters within an integrated intelligent building management and/or security system.</li> <li>Co-ordinating, monitoring or recording of the activities of security officers utilising a verbal communications system within a central station.</li> <li>May be required to perform the duties of security officers.</li> </ul>

Level 0	Level 1	Level 2	Level 3	Level 4
			<ul style="list-style-type: none"> <li>management.</li> <li>trades maintenance of equipment.</li> </ul>	
<b>General Labouring</b>  An employee who is responsible for cleaning the work area as necessary, loading of trucks, and general labouring duties.	<b>Handyman (Non-trade)</b>  An employee who is employed to perform general house cleaning work, including where required, the laundering of small items such as pillow slips, towels etc.  Indicative duties of an employee at this level include servicing accommodation areas and cleaning thereof.		<b>Tradesperson</b>  An employee who has completed an apprenticeship or recognised period of training under the <i>Training and Employment Act 2000 (Queensland)</i> .	<b>Cleaning Supervisor</b>  An employee who is entrusted with the supervision of cleaning as a principal responsibility and/or who may be required to generally superintend and maintain a building or buildings and/or building equipment and who may also perform the duties of a cleaner as required.
	<b>House Attendant (room cleaner)</b>  An employee who is employed to perform general house cleaning work, including where required, the laundering of small items such as pillow slips, towels etc.  Indicative duties of an employee at this level include servicing accommodation areas and cleaning thereof.		<b>Driver</b>  An employee who is required to drive a bus <u>and who may also act</u> in the dual capacity of conductor where called up on to issue tickets or collect fares.	

Level 0	Level 1	Level 2	Level 3	Level 4
	<p><b>Groundsman (Unqualified), Assistant Greenkeeper, Landscape Gardeners Assistant</b></p> <ul style="list-style-type: none"> <li>• assists in the general maintenance and development of turf areas and surrounds.</li> <li>• labouring and operation of some machinery.</li> <li>• operates and/or maintains machinery.</li> <li>• at a Golf Club - mark hazards, operates motorised bunker rake/slathers, etc.</li> <li>• at a Sports Club - set out and mark fields for play.</li> <li>• planting and maintaining trees and gardens.</li> <li>• maintains simple records.</li> <li>• assists in the maintenance of playing surfaces, including setting up of greens, top dressing, fertilising under supervision, seeding, turfing, coring and sprigging.</li> </ul>		<p><b>Retail Supervisor</b></p> <p>An employee who is appointed by the employer to be, or is, responsible for a defined or designated area of a shop.</p> <p>An employee who is appointed by the employer to be, or is, in charge of a number of defined or designated areas of a shop, or to be, or is, in charge of a shop.</p> <p>Such employee may work alone, or directly supervise other employees, in the defined or designated area.</p>	

Level 0	Level 1	Level 2	Level 3	Level 4
	<p><b>Static Security Guard</b></p> <ul style="list-style-type: none"> <li>• Watch, guard or protect persons and/or Premises and/or property.</li> <li>• Be stationed at an entrance and/or exit and whose principal duties include the control of movement of persons, vehicles, goods and/or property coming out of or going into Premises or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and includes an area or door attendant or commissionaire in a commercial building.</li> <li>• Respond to basic fire/security alarms at the designated post.</li> <li>• In performing the duties referred to above, the security officer may be required to use electronic equipment such as hand-held scanners, walk-</li> </ul>			

Level 0	Level 1	Level 2	Level 3	Level 4
	through detectors and simple closed circuit television systems utilising basic keyboard skills.			
	<b>Caretaker</b>  An employee whose presence is required on Premises for the protection (including the closing and locking and unlocking and opening) or convenient use thereof, and who may also have other duties in respect to the premises cleanliness or upkeep.			
	<b>Cleaner</b>  A person employed for the greater part of their working time in cleaning work of any description on any Premises or in bringing into or maintaining Premises in a clean condition, whatever may be the nature of their other duties.			
<b>Static Security Guard (Undertaking training)</b>  A person employed to safeguard Premises, or property on or about Premises, and who may be required to perform related functions for the purpose of	<b>Cook (non-trade)</b>  Means an employee without relevant trade qualifications <u>and possessing the skills to perform the following</u> indicative duties including: i Non-cooking duties in a kitchen or food			

Level 0	Level 1	Level 2	Level 3	Level 4
effecting such safeguarding.	ii preparation area; iii Basic cooking duties; Responsibility for on-the-job training of kitchen staff of a lower level; and iv Cooking duties below those of a trade level employee.			
<b>Cleaner (Undertaking training)</b>  A person employed for the greater part of their working time in cleaning work of any description on any Premises or in bringing into or maintaining Premises in a clean condition, whatever may be the nature of their other duties.	<b>Security Officer</b> <ul style="list-style-type: none"> <li>Securing, watching, guarding and/or protecting as directed, including responding to and attending to alarm signals, and required to patrol in a vehicle two or more separate establishments or sites.</li> <li>Monitoring and responding to electronic intrusion, detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems).</li> <li>Operating a public weighbridge by a security officer appropriately licensed to do so.</li> <li>Monitoring and</li> </ul>			

Level 0	Level 1	Level 2	Level 3	Level 4
	operating integrated intelligent building management and security systems, terminating at a visual display unit or computerised print out, which requires data input from the security officer.			
	<p><b>Cleaner using specialised equipment</b></p> <p>An employee performing the duties of a cleaner, who in addition is engaged for the greater part of the day or shift on any of following tasks, or a combination of those tasks:</p> <ul style="list-style-type: none"> <li>Ordering supplies and receiving deliveries and/or being given the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments and/or an employee performing customer or public relations or other duties as required.</li> <li>Carpet cleaning - operating equipment used in any or all of</li> </ul>			

Level 0	Level 1	Level 2	Level 3	Level 4
	<p>the following methods</p> <ul style="list-style-type: none"> <li>- powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly called "steam cleaning").</li> <li>• Cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices.</li> <li>• Operating "Ride-On" powered sweeping machines.</li> <li>• Operating steam cleaning and pressure washing equipment on the exterior of buildings.</li> </ul>			
	<p><b>Retail employee</b></p> <p>An employee engaged in the reception, sale, or delivery by hand of any goods for sale by retail and/or for hire, wherever employed, and shall include all managers, heads of departments and section heads, salespersons, floor walkers, floor superintendents, floor supervisors, cash order and/or time-payment</p>			

Level 0	Level 1	Level 2	Level 3	Level 4
	collectors, travellers, wireless salespersons, electrical goods and/or appliances salespersons, hearing aid appliances salespersons, carter salespersons, produce salespersons, window dressers, ticket writers, order collectors, mail order assistants, storepersons, packers, porters, linoleum and carpet layers and cutters, rubber mat and rubber floor covering layers and cutters and all other floor covering cutters and layers demonstrators, footwear repair receivers, dry-cleaning receivers in retail stores, message juniors who are not covered by any other Schedule, all persons employed or engaged in selling, demonstrating or canvassing for or taking orders for goods for sale by retail and/or for hire or in any duties in taking orders for goods for sale by retail and/or for hire or in any duties in any way incidental thereto, employees engaged as dusters in furniture, crockery or hardware shops, all employees in or connected with the pattern department in any shop or shops			

Level 0	Level 1	Level 2	Level 3	Level 4
	<p>automobile and/or farm implements, spare-parts and/or accessories  salespersons, storepersons in retail bulk stores, all employees in florists' shops not covered by any other Schedule, and cosmetic and/or beauty aid consultants and persons employed for special occasions, e.g. Santa Claus.</p>			

**Attachment 3: Building and Maintenance Employees: Allowances**

- A3.1 The allowances prescribed in Attachment 3 of this Schedule will be paid irrespective of the times at which work is performed and, unless specifically provided, will not be subject to any premium or penalty.
- A3.2 Where more than one of the allowances provides payment for disabilities of substantially the same nature, then only the highest of such rates will be payable.
- A3.3 Allowances with the exception of sub-clause (a) District Allowances are the allowances prescribed at the time of making this Agreement, such allowances will all be increased by the same percentages as wages in Schedule 1 of this Agreement.

*(a) District allowances*

The divisional and district parities (as described in Schedule 1K) for employees other than teachers shall be paid in addition to the employee's wages as prescribed in Schedule 1 (Wages, Salaries and Allowances) of this Agreement.

- (b) "Wet work"* - When employees are required to work in any place where water is continually dripping so that their clothing becomes wet with water, or when they are required to work where there is water under foot so that the feet of the employees become wet.

This allowance will not be payable when protective clothing or boots are supplied.

When an employee is instructed by the employer or the employer's authorised representative to work in the rain and by so doing gets wet clothing, the employee will be paid double rates for all time so worked with a minimum of one hour.

Such payment will continue until such time as the employee finishes work or is able to change into dry clothing.

- (c) "Leading hand"* - An employee, other than a plumber, appointed to be in charge of all other employees will be paid the additional amounts according to the number of persons in such employee's charge:

(i)	In charge of not more than 1 person
(ii)	In charge of 2 and not more than 5 persons
(iii)	In charge of 6 and not more than 10 persons
(iv)	In charge of more than 10 persons

Leading hand allowances referred to in sub-clause (e) (above) will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work, etc.

- (d) "Leading hand plumber"* - A leading hand plumber in charge of other employees will be paid an allowance.

A "leading hand plumber" means a qualified plumber who has one or more employees under their control. Where the employer is not a licensed plumber, the plumber in charge of the work will be deemed to be a leading hand plumber.

- (e) "Labourers mixing wet concrete or compo"* - Labourers employed mixing or depositing wet concrete or any labourer employed mixing compo for bricklayers or plasterers will be paid an allowance.

- (f) *"Work in excessive heat"* - An employee when working for more than one hour in the shade in places where the temperature exceeds the temperatures specified in Schedule 1 will receive an allowance.

Where the work continues for more than 2 hours in temperatures exceeding 54 degrees celsius, an employee will also be entitled to 20 minutes' rest after every 2 hours' work without deduction of pay. The temperature will be decided by the representative of the employer after consultation with the employee who claims the extra rate.

- (g) *"Asbestos"*

- (i) Employees required to use material containing asbestos or to work in close proximity to employees using such materials will be provided and will use all necessary safeguards as required by the *Workplace Health and Safety Act 1995 (Queensland)* and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees will be paid an allowance whilst so engaged.
- (ii) The following will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Schedule.

Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as varied from time to time, for the safe demolition/removal of asbestos based materials.

Without limiting the effect of the above provision, any person who carried out asbestos eradication work will do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

In addition to the rates prescribed in Schedule 1, an employee engaged in asbestos eradication (as defined) will receive an allowance in lieu of all special rates, except those for hot work, cold work, swing scaffold, and second hand timber.

Respiratory protective equipment, conforming to the relevant parts of the *Australian Standard 1716 "Specification for Respiratory Protective Devices"* will be worn by all personnel during work involving eradication of asbestos.

- (h) *"Dirty work"* - An employee engaged on unusually dirty work to which no other allowance applies will be paid an allowance.
- (i) *"Tool allowances"* - Tool allowances will be paid in addition to the ordinary rates to the tradespersons set out in Schedule 1 when using their own tools:

Carpenter and/or Joiner
Plumber
Plasterer and Tiler
Bricklayer
Waterproofer
Signwriter, Painter, Glazier
Licensed Drainer

These allowances will not be paid while the employees are absent on annual leave.

- (i) The maximum list of tools to be supplied by glaziers when required to use such tools in their employment will be as follows:

- (A) Two putty knives (one facing, one stripping), 12 mm wood chisel, light claw hammer, pair of pincers, duster nail punch, hacking knife, heavy claw hammer, 1 metre folding rule, one pair of 250 mm snips.

- (B) A glazier employed other than in a joinery shop will supply in addition to the above the following:

Medium screwdriver; heavy punch; centre punch; prick punch; broad knife; marking line (20 metres); one three metre steel tape.

- (ii) The employer will be required to provide the following tools and appliances where necessary:

Chain wrenches, pipe cutter, plumbing irons, ratchets, stocks and dies, taps and drills, vices, soldering iron file, and hacksaw blades, hammers over .9 kilos in weight, pinch bars, and all pipe tongs 300 mm and over in length, chamois leather, gilding tip, gilding knife, gilding brush, signwriter's mop, dagger liner, sponge, pliers, claw hammer, screw driver, stripping knife, large compass, duster, perspex square, tracing wheel, sign t-square, cutter, glass cutters and putty knife.

- (j) *"Explosive powered tools"* - Employees required to use explosive powered tools will be paid an allowance for each day such tool is used.

- (k) *"Certificate allowance"* - A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the Division of Workplace Health and Safety of the Department of Industrial Relations and is required to act on that certificate whilst engaged on work requiring a certificated person will be paid an allowance.

**SCHEDULE 14 CONDITIONS OF EMPLOYMENT FOR BOARDING SCHOOLS SUPERVISION STAFF****S14.1 Application and Operation**

S14.1.1 This Schedule covers employees howsoever described who are employed to provide and manage the supervision of students in the boarding component of a Catholic Boarding School.

S14.1.2 This Schedule is effective from 1 January 2017. Upon implementation, Schedule 14 will replace Schedules 14A and 14B and those provisions will cease to have effect.

S14.1.3 Teachers (other than full time) who, in addition to their teaching at the school, have a role in boarding may voluntarily apply to enter into a separate and distinct contract of service.

Other employees who, in addition to their role at the school, have a role in boarding may voluntarily apply to enter into a separate and distinct contract of service. Any such separate and distinct engagements are to be made in accordance with the provisions of clause 8.9 (Multiple Contracts of Employment) of this Agreement.

**S14.1.4 Basis of Employment – Averaging or Non-Averaging**

- (a) The primary basis of the employment of employees covered by this Schedule will be that their hours of work are averaged across a year. The provisions of this Schedule, with the exception of clause S14.19, will apply to such employees.
- (b) An employee may, by mutual agreement, be employed on the basis that their hours of work are not averaged across a year. That agreement by the employee and the employer will be recorded in writing.
- (c) The provisions of clause S14.19 will apply where it is mutually agreed that the employee's hours of work are not averaged across a year.

**S14.1.6 This Schedule does not apply to:**

- (a) Employees who are full time teachers who, in addition to their teaching at the school, have a role in boarding (see clause 7.8.6 of this Agreement).
- (b) Kitchen staff, grounds staff, laundry staff, tuckshop staff, bus drivers, caretakers, cleaners and/or minor maintenance staff employed to carry out tasks at Boarding Schools. The terms and conditions for these employees (Services Staff) are set out in Schedule 13 of this Agreement.
- (c) Overseas individuals accessed through global volunteering programs (e.g. Gap) are not employees, nor covered by this Schedule.
- (d) Those persons who are in Holy Orders or who are members of a recognised religious order are not covered by this Schedule.

**S14.1.5 No Diminution**

Existing employees shall not have their current entitlements, conditions, contract of employment or salary reduced by the coming into effect of this Schedule.

**S14.2 Definitions**

S14.2.1 "*Agreement*" means the Catholic Employing Authorities Single Enterprise Collective Agreement – Religious Institute Schools of Queensland 2015-2019 to which this Schedule is attached.

S14.2.2 "*Boarding School*" means any School covered by this Agreement, which provides board and lodging to primary and/or secondary students.

### **S14.3 Categories of Employment**

The employing authority shall determine the quantum and composition of Boarding School Supervision staff appointments made.

It is not required or envisaged that every boarding school has an employee appointed at each classification of employment.

Appointments shall be made to the relevant classification with reference to the responsibilities and typical duties outlined as part of the descriptions below at clauses S14.3.1 to S14.3.4 inclusive.

#### **S14.3.1 Assistant Supervisor**

An employee at this level may be responsible for:

- (a) The provision of basic assistance to a Boarding Supervisor (involving the pastoral care and welfare of students and general functions of the boarding house) under direct supervision.
- (b) The provision of assistance to more senior staff on duty in the daily routines of the boarding house involving the supervision of students and the general functioning of the boarding house. This will involve the use of well established routines, methods and procedures.
- (c) Ensuring students rise, attend to personal hygiene, personal housekeeping and community duties under the direction of a more senior employee.
- (d) Assisting in the supervision of study and homework.
- (e) Assisting in the supervision of student activities and outings as required.

In addition to the above, obtaining and maintaining a current bus licence is an advantage at this classification level.

Obtaining and maintaining a current First Aid Certificate is a requirement at this classification level.

#### **S14.3.2 Boarding Supervisor**

An employee at this level may be responsible for:

- (a) ensuring that students understand and adhere to School policies. This involves the application of knowledge with depth in some areas.
- (b) overseeing and monitoring the departure and return of students on weekend leave. This will be carried out in accordance with existing routines, methods and procedures.
- (c) supervision of study and homework where direction and judgement are required.
- (e) supervision of student activities and outings where direction and judgement are required (involving the pastoral care and welfare of students and general functions of the boarding house).

Obtaining and maintaining a current bus licence may be a requirement at this classification level.

- (f) provision of supervision of meals and meal times. This will be carried out under general guidance.
- (g) liaison with parents as the need arises and as provided for in existing School policy.

- (h) reception duties including basic administration, distribution and posting of mail, provision of phone cards, stamps etc. These duties will be carried out in accordance with existing routines methods and procedures.

In addition to the above, obtaining and maintaining a current First Aid Certificate is a requirement at this classification level.

#### S14.3.3. Boarding Supervisor Qualified

- (a) An employee at this level will perform the duties and exercise the responsibilities identified for a Boarding Supervisor.
- (b) In addition, an employee at this level will:
  - (i) hold a current first aid certificate; and
  - (ii) possess a recognised residential care certificate or sufficient practical experience which, to the satisfaction of the employer, enables the employee to operate at a similar level of skill and responsibility; and
  - (iii) have at least two years' experience working in a school boarding facility; and
  - (iv) where required by the employing authority, obtain and maintain a current bus licence.

#### S14.3.4 Senior Supervisor

An employee at this level may be responsible for:

- (a) the smooth and efficient management of student activities in the boarding house (involving the pastoral care and welfare of students and general functioning of the boarding house);
- (b) Implementation of school policy and procedures as identified by senior management;
- (c) Supervision of lower level staff; and
- (d) Liaison with parents where discretion and judgment are required.
- (e) In addition, an employee at this level will:
  - (i) hold a current first aid certificate; and
  - (ii) possess either a recognised Diploma or Degree in a discipline relevant to residential care or education, or sufficient practical experience which, to the satisfaction of the employer, enables the employee to operate at a similar level of skill and responsibility; and
  - (iii) have appropriate experience working in a school boarding facility; and
  - (iv) where required by the employing authority, obtain and maintain a current bus licence.

### **S14.4 First Aid Certificate**

#### S14.4.1 First Aid Certificate

- (a) Where the employer requires a Boarding School Supervision staff member to hold a current First Aid Certificate, the employer will reimburse enrolment fees and subsequently course fees associated with both obtaining and maintaining a First Aid certificate.
- (b) Notwithstanding the provision in S14.4.1 (a) above, where new employees are required to hold a current First Aid Certificate as a condition of their employment, the course fees and time associated with obtaining that certificate is the responsibility of the new employee.

#### S14.4.2 The time required to obtain and maintain the First Aid certificate shall constitute paid work time.

S14.4.3 The First Aid qualification obtained or maintained by the Boarding School Supervision staff member must include proficiency in Cardio Pulmonary Resuscitation (CPR) and anaphylactic response, consistent with within Qld Health Department requirements regulations, in order for the employer to pay reimbursement of course fees incurred.

S14.4.4 Where the Boarding School Supervision staff member is a designated First Aid Officer, an allowance is also payable in accordance with Schedule 1 of this Agreement.

#### **S14.5 Bus Licence**

S14.5.1 Where the employer requires an existing Boarding School Supervision staff member to hold a current bus licence, the employer will reimburse course fees associated with both obtaining and maintaining such a licence. The time required to obtain and maintain a current bus licence shall constitute paid work time.

S14.5.2 Notwithstanding the above, where new employees are required to hold a current bus licence as a condition of their employment, the course fees and time associated with obtaining a current bus licence is the responsibility of the new employee.

S14.5.3 Provided that driving a bus for the purposes of transporting boarding students to activities and outings is an ancillary duty, and would only occur where a Boarding School Supervision staff member is required for the supervision of boarding students at the intended destination.

#### **S14.6 Types of Employment**

##### **S14.6.1 Full Time Employment**

A full time employee is an employee who is engaged to work thirty-eight (38) hours per week, pursuant to clause S14.10 – Hours of Work of this Schedule.

##### **S14.6.2 Part Time Employment**

*Clause S14.6.2 applies to employees whose hours are averaged over a year.*

- (a) A part time employee is an employee who is engaged to work less than thirty-eight (38) ordinary hours per week and who has reasonably predictable hours of work.
- (b) A part time employee shall be paid an hourly rate of 1/38th of the weekly rate for the employee's classification.
- (c) A part time employee shall be entitled, on a pro rata basis, to annual leave, personal/carer's leave, and long service leave as specified in this Agreement.
- (d) At the point of engagement, the employer and part-time employee will agree on the number of hours to be worked by the employee.
- (e) The hours of work of a part time employee will be aggregated and averaged in a cyclic roster in accordance with clause S14.9.2 of this Schedule.
- (f) The actual number of hours worked each day, days of the week the employee will work, the number of weeks in the school year the employee will work and the starting and finishing times each day will be as provided in the roster/s made available and administered in accordance with clause S14.10.

##### **S14.6.3 Casual Employment**

- (a) A casual employee is an employee engaged as such.
- (b) A casual employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification plus twenty-five per cent (25%).

- (c) A casual employee will be engaged and paid for a minimum of two (2) hours for such engagement.
- (d) A casual employee must be paid at the termination of each engagement, or fortnightly in accordance with the employer's usual payment cycle.

#### **S14.7 Board and Lodgings**

Board and lodging shall be provided to those boarding school supervision staff who perform up to ten (10) hours supervisory duty in any one (1) week.

#### **S14.8 Wages and Wage Related Matters**

S14.8.1 All employees to which this Schedule applies shall be classified according to the structure set out in clause S14.3 - Categories of Employment.

##### **S14.8.2 Minimum Wage Rates**

- (a) The minimum rates applicable to Boarding Supervisors are those prescribed by Schedule 1G Table 1.
- (b) The rates identified in Schedule 1G Table 2 are the minimum rates to which the parties aspire as the general minimum rates for Boarding Supervisors. To that end discussions will occur during the during the life of this Agreement regarding the capacity of all Boarding Schools to pay the rates identified in Schedule 1G Table 2.
- (c) The rates identified in Schedule 1G Table 2 will be the minimum rates prescribed by this Agreement for a particular Boarding School where the employing authority for that school and the IEUA enter into an exchange of letters to that effect. Upon such exchange of letters occurring, the rates in Schedule 1G Table 2 become an enforceable term of this Agreement.
- (d) Where an employer is currently paying a rate or rates higher than those identified in Schedule 1G Table 2, it is an enforceable term of this Agreement that the employer will continue to pay such higher rates and that the employer will adjust such higher rates in line with the wage increases prescribed by this Agreement. The actual rates being paid will be recorded in an exchange of letters between the respective employing authority and the IEUA.
- (e) Where an employer pays a rate or rates which are higher than those identified in Schedule 1G Table 1, but not those identified in Schedule 1G Table 2, it is an enforceable term of this Agreement that the employer will adjust such rates in line with the wage increases prescribed by this Agreement. The actual rates being paid will be recorded in an exchange of letters between the employing authority and the IEUA.

S14.8.3 A part time employee will be paid a proportion of the payment applicable to a full time employee. That proportion will be calculated by comparing the number of hours worked in a year with the "*maximum rostered hours per annum*" which may be worked as identified in clause S14.9.2 of this Schedule.

S14.8.4 Where a full time or part time employee who averages their salary ceases work without having worked for a full year (52 weeks) the employer will perform the calculations identified in S14.8.4 (a) and S14.8.4 (b) and receive the payment identified in S14.8.4 (c).

- (a) Multiply the number of ordinary rostered hours worked x the ordinary hourly rate applicable at the time.
- (b) Total the amount of money paid to the employee for ordinary hours of work over the period of the employment.

- (c) Where the amount identified in S14.8.4 (a) is greater than the amount identified in S14.8.4 (b), the employee will receive, in addition to any other entitlements due, a payment equal to the difference between these two amounts.

- S14.8.5 Where an employee is required to sleep overnight at the boarding school that employee will be paid an allowance of \$50.00 per occasion. In addition, such an employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee. This clause (clause S14.8.5) is subject to clause S14.8.7.
- S14.8.6 Where an employee is required to perform work during a sleep over period, that employee will be paid for such work at the rate of time and a half with a minimum payment as for thirty (30) minutes worked per occasion. Such work will not be counted for the purpose of determining “ordinary hours” as prescribed by clauses S14.10.2 to S14.10.8. This clause (clause S14.8.6) is subject to clause S14.8.7.
- S14.8.7 Boarding School Supervision staff who are provided with reasonable accommodation and food, for their exclusive use for fifty-two (52) weeks of the year at no cost to the employee, will not receive the additional payment provided in clause S14.8.5 and clause S14.8.6.
- S14.8.8 All accommodation provided for employees must include adequate facilities to ensure the safety and welfare of employees.

#### **S14.9 Employee Undertaking Higher Level Duties in an Acting Capacity**

- S14.9.1 An employer may direct an employee to perform duties applicable to a classification higher than their current classification.
- S14.9.2 Where the employee performs such duties the employee will be paid the rate of pay applicable to the higher classification.
- S14.9.3 This clause shall apply where an employee is directed to perform higher level duties for four (4) weeks or more.

#### **S14.10 Hours of Work**

*Clause S14.10 applies to employees whose hours are averaged over a year.*

- S14.10.1 The maximum ordinary hours of work will be thirty-eight (38) hours per week.
- S14.10.2 The ordinary hours of work will be averaged over a period of time not exceeding one year. A full time boarding employee’s annual roster of hours will be calculated as follows:

Maximum Hours	1976 (52 week x 38 hours/week)
Less Annual Leave	152 (4 weeks x 38 hours/week)
Maximum Rostered Hours per annum	1824

For the purposes of this clause, the number of weeks in a school year (variable X) is calculated as:

Number of weeks in Term 1 + Number of weeks in Term 2 + Number of weeks in Term 3 + Number of weeks in Term 4 = X

$$1824 \div X = Y$$

*For example: If the number of weeks in a particular school year is thirty-eight (38), the formula would be  $1824 \div 38 = 48$ . Therefore, a full time boarding employee may be rostered to work up to 48 hours per week over thirty-eight (38) weeks.*

- S14.10.3 An employee will not be rostered to work more than the ordinary hours in any one week. (Note that the number of ordinary hours cannot be more than variable Y in the preceding clause S14.10.2).
- S14.10.4 The ordinary hours of work shall be worked on no more than five days in any seven days (Monday to Sunday). Wherever practicable, an employee will receive two consecutive days off.

S14.10.5 The maximum number of ordinary hours which can be worked on any one day is ten (10).

S14.10.6 The ordinary hours of work on a day will be worked within a span of sixteen (16) hours from initial commencing time to final ceasing time.

S14.10.7 The ordinary hours of work on a day will be worked in no more than two periods

S14.10.8 An employee must have at least ten (10) consecutive hours off duty between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day. However, the number of hours off duty may be reduced to eight (8) by mutual agreement.

#### **S14.11 Rostering**

S14.11.1 The employer will produce a roster showing the normal starting and finishing times and the name of each employee. This roster will be displayed in a place conveniently accessible to the employees. The term roster (or semester roster, at the election of the employer) will be prepared and displayed at least seven (7) days before the commencement of the term.

S14.11.2 A roster may be altered by the employer by giving seven (7) days' notice, or where mutually agreed between the employer and the employee, the roster may be altered at any time.

S14.11.3 Notwithstanding clause S14.11.1 and S14.11.2 above, an employee's roster cannot be changed where it would result in the employee becoming ineligible for payment on a public holiday, in circumstances where the employee would otherwise have been rostered to work on that day, other than at the election of the employee.

#### **S14.12 Overtime and Time off in Lieu**

S14.12.1 The employer may require an employee to work reasonable additional hours.

S14.12.2 Where an employee is required to work outside or in excess of the ordinary hours permitted by clauses S14.10 (Hours of Work) and S14.19 (Provisions Applicable To Employees Who Are Employed On The Basis That Their Hours Of Work Are Not Averaged Across A Year) of this Schedule, overtime shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter on any one day.

S14.12.3 Where requested by an employee, and agreed by the employer, time off (equivalent to the quantum of overtime worked) in lieu of payment may be provided.

#### **S14.13 Public Holidays**

Clause 6.16 (Public Holidays) of this Agreement shall apply to Boarding School Supervision staff.

#### **S14.14 Provision of Meals**

S14.14.1 An employee who is required to be on duty during meal times will be entitled, at no cost to the employee, to the meal provided to the school boarding students.

S14.14.2 Meals supplied to employees shall be of good quality and of sufficient quantity, and shall include for employees morning and afternoon tea.

#### **S14.15 Provision of Accommodation**

Reasonable accommodation means living quarters, light, heating and cooling, which is available to the employee for their exclusive use.

#### **S14.16 Provision of Laundry Facilities**

Where board and residence are provided for employees, the employer shall permit any of the employees the use of the laundry equipment necessary for the employee to launder their own clothes, free of cost.

**S14.17 Formative Appraisal**

- S14.17.1 A process of self-appraisal and validation provides an occasion to identify strengths and opportunities, set goals and identify professional development needs.
- S14.17.2 In consultation with Boarding Schools Supervision Staff, the employing authority may develop, implement and periodically review a process of validated self-appraisal.
- S14.17.3 Where appropriate, such formative appraisal process shall take into account the needs of staff in individual schools.
- S14.17.4 The formative appraisal process will be based upon principles detailed in Schedule 8 of this Agreement.

**S14.18 Professional Development**

- S14.18.1 Employing authorities recognise and affirm the value of Boarding Schools Supervision Staff undertaking professional development relevant to the performance of their work role and duties.
- S14.18.2 Clause 10.3 (Professional Development) of this Agreement applies to Boarding Schools Supervision Staff.
- S14.18.3 The Principal and Boarding Schools Supervision Staff accept a joint responsibility for the negotiation of a program of relevant professional development linked to the appraisal outcomes, the school goals and the development/renewal plan.

A professional development plan will be jointly developed between the Boarding Schools Supervision Staff member and their supervisor. This plan will be implemented within the employing authority's resource capacity.

- S14.18.4 As part of the school's professional development program and consistent with the professional development guidelines, all employees are entitled to apply to undertake relevant professional development activities. Costs and release time involved in attending such professional development shall be covered in accordance with the school's professional development guidelines.
- S14.18.5 Where professional development is required by the employing authority for Boarding Schools Supervision Staff outside ordinary working time, the employee will be granted time in lieu for the equivalent hours taken at a mutually convenient time or receive payment at ordinary hours.
- S14.18.6 Information relevant to professional development will be made available to Boarding Schools Supervision Staff through the induction process.

**S14.19 Provisions applicable to employees who are employed on the basis that their hours of work are not averaged across a year**

- S14.19.1 This clause (clause S14.19) will apply to employees who are employed on the basis that their hours of work are not averaged across a year.

**S14.19.2 Hours of Work**

- (a) The maximum ordinary hours of work will be thirty-eight (38) hours per week. The Ordinary hours will be worked on no more than five days of the week. Wherever practicable, an employee will receive two consecutive days off.
- (b) The maximum number of ordinary hours which can be worked on any one day is ten (10).
- (c) The ordinary hours of work on a day will be worked within a span of sixteen (16) hours from initial commencing time to final ceasing time.
- (d) The ordinary hours of work on a day will be worked in no more that two periods

- (e) The employee must have at least ten (10) consecutive hours off duty between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day. However, the number of hours off duty may be reduced to eight (8) by mutual agreement.

#### S14.19.3 Payment or Banking of Additional Ordinary Hours

- (a) Where an employer authorises additional hours to be worked by an employee (and the employee agrees to work those additional hours) beyond the employee's normal starting and finishing times, but within ordinary hours of work, prescribed in clause S14.10 of this Schedule, these hours will be either:
  - (i) Paid for at ordinary rates, or
  - (ii) Banked where this is agreed with the employer.
- (b) Where an employee banks hours in accordance with clause S14.19.3 (a)(ii), those banked hours must be availed of during school vacation periods except where the employing authority, at the request of the employee, approves that the accrued hours be taken at alternative times. The banked hours shall be paid at the ordinary time rate.
- (c) All employees shall have a zero balance of banked hours at the beginning of each twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked hours not taken prior to the completion of each twelve-month cycle will be paid at the employee's ordinary time rate.

If the boarding house employee requested and the employer agreed for the extra hour worked outside the normal roster to be 'banked', the Boarding House employee would receive an extra hour of pay in the school holiday period of their choice within that same calendar year.

- (d) On resignation, employees must avail themselves of any banked hours prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of banked hours, these banked hours shall be paid to the employee at the employee's ordinary time rate no later than the date of the next full pay period after termination.

#### S14.19.4 Payment or Banking of Overtime Hours

- (a) Except as provided in clause S14.19.4 (b), all time worked outside of or in excess of the hours prescribed in clause S14.19.2 of this Schedule shall be paid for at the rate of time and one-half for the first three (3) hours on any one day and double time thereafter.
- (b) A boarding house employee who has worked overtime hours at the employer's request may instead of the payment of overtime choose to 'bank' time, for later payment during a school holiday period(s) in the same calendar year. In such circumstances clauses S14.19.4 (c) to S14.19.4 (f) apply.
- (c) Where an employee chooses to 'bank' overtime one hour worked will result in one hour of paid time in a school holiday period.
- (d) Banked overtime must be availed of during a vacation period except where the employing authority, at the request of the employee, approves that the banked overtime hours be taken at alternative times.
- (e) All employees shall have a zero balance of banked overtime at the beginning of each twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked overtime not taken prior to the completion of each twelve-month cycle will be paid to the employee at the rate of time and one half.

- (f) On resignation, employees must avail themselves of any banked overtime prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of banked overtime, this banked overtime shall be paid to the employee, at the rate of time and a half, no later than the date of the next full pay period after termination.

#### S14.19.5 Payment of Wages

Employees subject to this clause (clause S14.19) will be paid only for the time worked and will not, subject to clauses S14.19.3 and S14.19.4, be paid for school vacation periods.

#### S14.19.6 Types of Employment

An employee may be employed in accordance with the “*Types of Employment*” prescribed in clause 3.1 of this Agreement. Further, the provisions of clauses 3.2 to 3.6 and Schedule 13 will apply to those respective types of employment.

#### S14.19.7 Other Conditions of Employment

Clauses S14.1, S14.2, S14.3, S14.4, S14.5, S14.8, S14.9, S14.11, S14.13, S14.14, S14.15, S14.16, S14.17, and S14.18 of this schedule will apply to employees covered by this clause (clause S14.19).

**SCHEDULE 15 – MISCELLANEOUS PROVISIONS FROM PREVIOUS AGREEMENTS****S15.1 Participation in Planning, Pastoral and Curriculum Matters**

S15.1.1 The provisions of this clause apply to employees of All Hallows' School.

- (a) It is agreed that participation in planning, pastoral and curriculum matters is an important element in maintaining the efficient and effective operation of the school.
- (b) The Employer recognises the professional commitment of teachers who often provide their services, on a voluntary basis, in excess of the hours specified in clause 7.8 of this agreement.
- (c) For All Hallows' School, it is agreed that where reasonable and where necessary, and by consultation with, and mutual agreement from the teaching staff affected, meetings and tasks outside the provision of clause 7.8 may occur for professional development of staff, planning, curriculum and pastoral matters. Implementation of these provisions will be determined by a consultative process at the school level. Staff may, at any time, exercise their right to consult with their union on the Industrial implications of any proposals. The operation of this clause is subject to the clause 2.4 Procedures for Preventing and Settling Disputes.
- (d) Having reached agreement through the process outlined in clause 2.1, attendance at such meetings and the performance of such tasks shall not be unreasonably withheld by the teaching staff affected.
- (e) It is agreed that this provision is not be read as a variation of clause 7.8 of this Agreement but rather recognises the professional commitment of the teaching staff.

S15.1.2 This clause applies to Mt Alvernia College, St Rita's College. St Ursula's College Toowoomba and St Ursula's College Yeppoon.

- (a) The parties agree that participation in planning, curriculum and pastoral meeting is an important element in maintaining the efficiency and effective operation of the college, and in meeting the objectives of the college Mission Statement.
- (b) The parties agree that where necessary, and by consultation with, and agreement from the teaching staff affected, meetings outside the provisions of the Schedule 5 Hours of Duty (Teachers) may occur for planning, curriculum and pastoral needs. In these circumstances additional hours of duty will be worked. Agreement to attend these meetings shall not be unreasonably withheld by the teaching staff affected.

S15.1.3 This clause applies only to Mt Alvernia College, St Ursula's College Toowoomba and St Ursula's College Yeppoon.

It is agreed that this provision is not to be read as a variation of the Schedule 5 - Hours of Duty (Teachers), but rather recognises a determination by teaching staff affected to meet these needs as part of their professional commitment.

S15.1.4 This clause applies only to St Rita's College.

In accordance with current practice it is anticipated that the majority of these meetings will be organised through the college middle management as part of their delegated responsibilities from the Employer. The parties agree that this provision is not be read as a variation of the Schedule 5 - Hours of Duty (Teachers), but rather recognises a determination by teaching staff affected to meet these needs as part of their professional commitment.

S15.1.5 This clause applies only to Mt. St. Michaels College.

It is agreed that participation in staff and management meetings is an important element in maintaining the efficient and effective operation of the college, and meet the objectives of the college's Mission Statement.

**S15.2 Pastoral Care Responsibilities**

This clause applies to the following Employing Authorities: Downlands College, Iona College, Marist College Ashgrove, Padua College and Edmund Rice Education Australia (EREA) Schools/Colleges and Villanova College.

- (a) The parties to the Agreement acknowledge the importance of the pastoral care role each member of staff has towards the students placed in the care of the college/school. It is agreed that staff have a responsibility to:
  - (i) always act and speak with students in ways that uphold the Mission Statement of the college/school. For EREA schools/colleges this includes modelling the high standards contained in the 'Edmund Rice Education Statement'; and
  - (ii) participate to a level appropriate to the position held, in college/school pastoral care programs by contributing towards the program, and by participating in the pastoral group with students.
- (d) Any such involvement shall be consistent with the Schedule 5 - Hours of Duty (Teachers).
- (e) For EREA Schools it is agreed that staff also have the responsibility to liaise with parents with respect to welfare and progress of each student in the assigned pastoral care group. Involvement in pastoral care activities shall be consistent with the Schedule 5 - Hours of Duty (Teachers).

**S15.3 Pupil Free and Staff Days****S15.3.1 This clause applies only to Lourdes Hill College**

The provisions relating to professional development and pupil free days will be dealt with between the IEUA and Lourdes Hill College Ltd. through an exchange of letters.

**S15.3.2 This clause applies only to Mt. St. Michaels College**

- (a) The parties recognise that professional development is an important element in achieving the college's Mission and Objectives. With a view to enhancing professional development outcomes the employer and employees agree to negotiate, at a college level, the number and distribution of staff and pupil free days required to meet professional development and other college requirements.
- (b) For the purpose of this provision "*Pupil Free Days*" are days during term on which pupils do not attend college and "*Staff Days*" are days during vacation periods on which staff attend college for professional development training or non-teaching activities associated with the college's operations.
- (c) Current practice is three (3) days in January, and one (1) day on Holy Thursday. Pupil Free Days will be held on the first day of Terms 1 and 3, the Monday following Open Day, the designated Panel Day, Year 12 Graduation Day in Term 4 and the week following the end of the college year for students.

**S15.3.3 This clause applies only to Iona College, Marist College Ashgrove, Padua College and Villanova College**

- (a) The parties recognise that professional development is an important element in achieving the college's Mission and Objectives. With a view to enhancing professional development outcomes, the parties agree to negotiate, at the college level, the number and distribution of staff and pupil free days required to meet professional development and other college requirements.

- (b) For the purpose of this provision “*pupil free days*” are days during term on which pupils do not attend college and “*staff days*” are days at the beginning and/or end of vacation periods on which staff attend college for professional development training or non-teaching activities associated with the college’s operations.

**S15.3.4 This clause applies only to Brigidine College**

- (a) The parties recognise that professional development is an important element in achieving the college’s mission.
- (b) They acknowledge the need for reflection and preparation, particularly prior to the commencement of a semester’s work. The Employees agree to participate in three (3) days of in-service and preparation (normally on the Wednesday, Thursday and Friday) in the week before classes recommence, in January of each year. These three (3) days are in addition to any existing arrangement.
- (c) The program of three (3) days shall be determined through consultation with employees and would generally involve no more than one (1) day of externally facilitated, whole-staff Professional Development activities.

**S15.3.5 This clause applies only to St. Ursula’s College Yeppoon**

- (a) The parties recognise that professional development is an important element in achieving the college’s mission and objectives.
- (b) For the purpose of this provision “*Pupil Free Days*” are days during term on which pupils do not attend college and “*Staff Days*” are the gazetted days during vacation periods on which staff attend college for professional development training or non-teaching activities associated with the college’s operations.
- (c) The parties agree that, in addition to the three (3) gazetted Staff Days and the four (4) Pupil Free Days taken by the Rockhampton Diocesan schools, out of the remaining Pupil Free Days created by the boarding school Holiday, four (4) days be set aside for professional development. The allocation of these days and the form of professional development shall be negotiated with staff and college management.
- (d) The parties agree to the practice of meeting with parents for up to three (3) hours per day on each of the following weekends:
  - (i) on the weekend prior to the commencement of college;
  - (ii) on Speech weekend;
  - (iii) on one other weekend negotiated between management and staff.
- (h) In recognition of this, three (3) of the remaining Pupil Free days created by boarding school holidays shall be granted as leave, the dates of which will be negotiated annually.

**S15.3.6 This provision applies to Stuartholme School only**

Teaching staff will be entitled to four (4) days additional vacation, at the Easter vacation. Teaching staff will, in lieu, be required to attend work for administration and/or professional development purposes on the Monday and Tuesday of the first week of the June/July vacation and two (2) days to be negotiated from time to time, falling in the week following the end of the school year in December or in the week prior to the commencement of the school year

**S15.4 Boarding Staff Commitment**

**S15.4.1 This clause applies to St Ursula’s College, Toowoomba only**

- (a) The Boarding Staff agree to be available, on a rostered basis, as needed on ‘Home Weekends’ (once per term), when a small number of students are unable to go away from the college for the weekend. This will happen at most, once per year, and will not affect regular days off.

- (b) Again, on a rostered basis, one member of staff will remain on duty overnight on the last night of term or return during the afternoon on the day before term begins to cater for the varying travel departures and arrival times for students.
- (c) The Boarding Staff see this as an implication and extension of their care for the students.

#### S15.4.2 Clauses applying to Stuartholme School only

##### (a) Camp Activities

Staff involved in camps and similar activities shall be paid a living away from home allowance at the rate of twenty per cent (20%) of their ordinary daily rate for each day so involved.

##### (b) Higher Degrees

- (i) A teacher who holds a Masters Degree or a PhD from a recognized university shall be granted an allowance of \$3,373 (2015), \$3,457 (2016), \$3,543 (2017) and \$3,632 (2018) per annum above any other allowance in recognition of advanced academic standing.
- (ii) Such an allowance will be subject to the same percentage increases as apply to other allowances.

##### (c) State and National Representation

Staff absent on State and National sporting and other representative duties associated with the staff member's professional role shall be granted paid leave.

##### (d) Renewal Leave for Teaching Staff

- (i) Teaching employees may make application for Renewal Leave for a period of up to one full year away from work to pursue activities such as further education, professional experience, employment in other industries, and approved study.
- (ii) Renewal leave recognizes that the quality of teaching and learning educational outcomes may be enhanced by experiences out of the school environment.

Renewal Leave is by negotiation with the principal and is granted at the employer's discretion.

##### (e) Additional Negotiated Professional Development

Staff commit themselves to undertaking up to sixteen (16) hours of additional negotiated professional development per annum, (calculated on a pro rata basis for part-time staff). This time is to be used for:

- (i) 'twilight' programmes on a whole or part school, or whole/part department basis to a maximum of six (6) hours per annum;
- (ii) Negotiated and agreed programmes of either an individual or group nature.

##### (f) Class Sizes

Notwithstanding the provisions of clause 7.10 of this Agreement, optimum class size should not exceed 30 students in Years 8 and 9, 28 students in Year 10 and 25 students in Years 11 and 12.

##### (g) Release Time for Curriculum and Program Writing

Time release shall be provided to staff involved in writing work programs for new and existing subjects including TAFE accredited programs where this is a compulsory requirement of an external accrediting body such as the Queensland Studies Authority of

TAFE provider. The quantum of time release and the timing of this release shall be negotiated between the staff member or members and Senior Management but shall not be less than two (2) days per program.

## **SCHEDULE 16 – LONG SERVICE LEAVE - TEACHERS**

### **S16.1 Application of Schedule**

Schedule 16 shall apply to all teachers employed in schools conducted by Catholic Education Employing Authorities but shall not apply to such teachers as are in Holy Orders or are members of a recognised Religious Teaching Order.

**S16.2** This Schedule shall be read subject to the provisions of this Agreement.

### **S16.3 Definitions**

- (a) "Eligible service" means continuous service with the employer as from 1st January, 1982, and where a teacher is employed by a school at that date it shall include all continuous service at that school as from 1st January, 1975.
- (b) Long service leave entitlements not to be reduced.
- (c) Nothing in Schedule 16 shall be deemed or construed to diminish the conditions of long service leave any teacher was receiving prior to the date of coming into operation of Schedule 16.

### **S16.4 Amount of Long Service Leave**

- (a) A teacher shall be entitled to long service leave on full pay in respect of eligible service and the amount and further amounts of that long service leave shall be as follows:
  - (i) In respect of eligible service completed prior to the date of commencement in accordance with the Act.
  - (ii) In respect of ten (10) years' eligible service undertaken as from the dates specified from the various individual Employers hereunder-thirteen (13) weeks' long service leave.
- (b) As from 1st January, 1973-Teachers employed by the Sacred Heart Fathers;
- (c) As from 1st January, 1982-Teachers employed by the Augustinian Friars, Brigidine Sisters, Christian Brothers, De La Salle Brothers, Franciscan Friars, Franciscan Sisters, Good Samaritan Sisters, Loreto Sisters, Marist Brothers, Mercy Sisters (All Hallows), Oblates of Mary Immaculate, Presentation sisters, sisters of Charity, Sisters of the Sacred Heart of Jesus, Ursuline Sisters;
- (d) As from 1st January, 1983-Teachers employed by the Mercy Sisters (Cairns);
- (e) As from 1st January, 1985-Teachers employed by the Directors of Catholic Education of the Archdiocese of Brisbane and of the Dioceses of Cairns, Rockhampton, Toowoomba and Townsville, Josephite Sisters, Mercy Sisters (Rockhampton), Mercy Sisters (Townsville).
- (f) In respect of a further or subsequent ten (10) years' eligible service completed after the date of commencement-thirteen (13) weeks long service leave.

### **S16.5 Transitional Arrangements**

Where a teacher ceases employment with the employer prior to 1st January, 1985, and thereby payment in lieu of long service leave is made, the operative date for the calculation of eligible service as in clause S16.3 (a) shall be the date of commencing continuous service at the school by which the teacher was employed at 1st January, 1982, notwithstanding that such date may be prior to 1st January, 1975.

### **S16.6 Date of Operation**

*Schedule 16 takes effect from 30 June 2005. Schedule 16 replaces the Teachers-Catholic Schools (Long Service Leave Scheme) Industrial Agreement.*

## **SCHEDULE 17 – ISOLATED TEACHERS’ ASSISTANCE SCHEME (ITAS)**

### **S17.1 Preamble**

The Catholic Church, throughout the vast remote areas of Queensland, relies heavily on its dedicated religious and lay teachers to share the Christian message in a missionary spirit in many of these places today. In Pope John Paul II's 1979 address to Catholic teachers on the occasion of his visit to the United States, he said:

*“No Catholic school can be effective without dedicated Catholic teachers, convinced of the great idea of Catholic education. The Church needs men and women who are intent on teaching by word and example – intent on helping to permeate the whole educational milieu with the spirit of Christ. This is a great vocation and the Lord himself will reward all who serve in it as educators in the cause of the word of God.”*

The scheme is designed to recognise the disabilities of teacher service in centres distant from each diocesan CEO. It caters for full-time, part-time and fixed-term teaching staff living throughout Queensland in centres which meet the above definition. Employing authorities are appreciative of the commitment these teachers have to our Catholic schools in these areas.

### **S17.2 Criteria**

S17.2.1 To be eligible for the Isolated Teachers’ Assistance Scheme, teachers must be from schools nominated as being in a remote area in Queensland and listed in either of the following tables (Isolated Teachers’ Assistance Scheme or Isolated Teachers’ Assistance Scheme for IPRASS Centres). The benefits paid to teachers vary according to:

- (a) category of school;
- (b) teachers without dependents;
- (c) teachers with dependent spouse or housekeeper; and
- (d) number of dependent children and full-time students living at home.

\* ‘*Dependent*’ is as defined by the Australian Taxation Office (ATO).

S17.2.2 To facilitate the correct payment of entitlements it will be necessary for a diocesan office to be supplied with details of the number of dependents in single income family situations.

S17.2.3 All full-time, part-time and fixed-term teaching staff must complete an application form provided by the employing authority at the commencement of each school year. The application form enables the correct category of payment to be identified, so that correct ITAS or ITAS for IPRASS can be paid.

### **S17.3 Part-Time Teachers**

Provision has been made for payments to part-time teaching staff. Where part-time teaching staff are eligible for an ITAS or an ITAS for IPRASS payment they will receive a proportionate amount based on the hours they work.

### **S17.4 Teachers on Leave**

The Scheme will apply to teachers absent on authorised paid leave. Teachers absent on sick personal leave and long service or on special leave approved by the diocesan director shall receive the full entitlement. No benefits shall be received by teachers on leave without pay.

### **S17.5 Payment on Termination**

Payment to individual teachers terminating their employment at the end of a calendar year will coincide with normal pay arrangements, i.e. the rates would be paid up to the first day of school in the subsequent year. When duty ceases prior to the conclusion of the school year, payment shall be made for the period ended on the last day of school prior to the date of ceasing duty.

**S17.6 Teacher Movement**

Teachers interested in moving to any school nominated in the Scheme's schedule are welcome to contact the appropriate employing authority.

**S17.7 ITAS Payment Schedule**

ITAS is a locality payment made fortnightly to continuing full-time, continuing part-time and fixed-term teachers (with or without dependents) who are employed in locations specified in the table below:

<b>Isolated Teachers' Assistance Scheme For IPRASS Centres 1 March 2010 – Table 1</b>			
<b>CENTRE</b>	<b>Teachers Without Dependents Includes Dual Income Families</b>	<b>Teachers With Dependent Spouse, Child Or Housekeeper</b>	<b>Allowances For Each Dependent Child &amp; Full-Time Student Living At Home</b>
	<b>SECTION A \$ per fortnight</b>	<b>SECTION B \$ per fortnight</b>	<b>SECTION C \$ per fortnight</b>
Mt Isa	52.10	104.15	25.15
Yeppoon	17.15	34.30	10.00
	+ plus disability allowance for Mt Isa only*	+ plus disability allowance for Mt Isa only*	+ plus disability allowance for Mt Isa only*

\* Disability Allowance means assistance with air fares (subject to negotiation between the parties)

\*\* In Section B of the above table, 'Dependent' is as defined by the Australian Taxation Office (ATO).

NB: Payments identified above for ITAS for IPRASS centres (in sections A and B of Table 1) will be reviewed each year and adjusted in accordance with the Queensland Government Locality Allowance.

**SCHEDULE 18 - INCENTIVE PAYMENTS – REMOTE AREA STAFF SCHEME (IPRASS)**

Mount Isa is the only remote centre eligible for the Incentive Payments – Remote Area Staff Scheme (IPRASS). Mount Isa is classified as a Level 5 Centre.

**S18.1 Financial Incentive Payments**

S18.1.1 Eligible employees are defined as continuing or fixed-term teachers (including Principals and Senior Leadership staff) who relocate or are located in schools in the above centres and who meet the criteria detailed in this schedule. Eligible employees will receive a Remote Incentive allowance in accordance with the following provisions:

- (a) All full-time, part-time and fixed-term teaching staff must complete ten (10) weeks service before a proportionate payment is made on termination, including resignation. In the event that an eligible teacher is employed for a complete term, with that term being less than ten (10) weeks, the employee is entitled to a proportionate payment based on the completed term. Any proportionate payment made to an eligible teacher will be calculated on the basis of their number of weeks teaching service relative to the number of weeks in the school year.
- (b) Fixed-term teaching staff who are engaged for ten (10) weeks term time are entitled to receive a proportionate payment on the basis of their number of weeks teaching service relative to the number of weeks in the school year (i.e. a teacher who works twenty (20) weeks term time out of a school year of forty (40) weeks is entitled to receive twenty/forty (20/40) of the relevant IPRASS payment).
- (c) Proportionate payments will be made to eligible part-time teaching staff, who are engaged for ten (10) weeks term time (i.e. a part-time teacher who is employed for sixteen (16) hours per week is entitled to sixteen (16) divided by thirty (30) of the respective incentive payment).

S18.1.2 Eligible employees will receive a Remote Incentive allowance on the following basis:

- (a) In years one (1) and two (2):  
an incentive payment of \$1,650 will be paid to all eligible employees in the designated IPRASS centres with Levels 5.
- (b) In year three (3):  
an incentive payment of \$2,750 will be paid to all eligible employees in the designated IPRASS centres of Level 5.
- (c) In year four (4):  
an incentive payment of \$4,400 will be paid to all eligible employees in designated IPRASS centres of Level 5.
- (d) In year five (5):  
an incentive payment of \$4,400 will be paid to all eligible employees in designated IPRASS centres of Level 5.  
  
*Note: A Principal, upon reaching Year 5 in a designated IPRASS centre, is entitled to remain on the level of payment applicable for the duration of his/ her principalship in that centre.*
- (e) In year six (6):  
an incentive payment of \$1,650 will be paid to all eligible employees in designated IPRASS centres of Level 5.

- (f) In year seven (7) and subsequent years, the following cash payment will be payable to all eligible employees (other than Principals) who remain in IPRASS centres:
  - (i) designated IPRASS centres of Level 5, an incentive payment of \$1,000 per annum will be paid to all employees.

S18.1.3 The incentive payment is not an all-purpose allowance, but will be paid as a type of bonus. Therefore the incentive payments will be paid in two (2) instalments, one in June and the other in December.

S18.1.4 Teachers on approved paid leave (i.e. personal leave) should not be disadvantaged in the calculation of the annual incentive payment.

## **S18.2 Emergent Leave Days**

S18.2.1 Non-cumulative Emergent Leave Days will be available each year to full-time and part-time teachers in designated IPRASS centres of Level 5 on the basis of four (4) days per year:

- (a) Emergent Leave Days may be used to travel to a more focused regional centre to attend to both urgent and non-urgent personal, medical or legal appointments that cannot be conducted in the remote area location.
- (b) To facilitate alternate class supervision arrangements over the period of absence, teachers are required to provide at least one (1) week notice of their intention to access Emergent Leave Day(s), wherever possible. Applications should be submitted in writing and approval should not be unreasonably withheld. Where non-urgent business is to be conducted, principals are to be given appropriate advance notice so as to maximise the opportunity to obtain a replacement. Where such advance notice is not provided the principal may determine that the leave will not be granted.

Approval of emergent leave immediately prior to or after vacation periods is subject to the principal's discretion but should normally be approved only in exceptional circumstances.

S18.2.2 Once the allocation of emergent leave on full pay has been exhausted, there will be no further entitlement to paid emergent leave until the following calendar year. Entitlements to emergent leave are regained for each calendar year.

S18.2.3 Fixed-term teachers in designated IPRASS centres of Level 5 will also receive Emergent Leave Days on a pro rata basis (based on the number of weeks in the school year their fixed-term contract bears to a full school year).

## **S18.3 Travel Leave Days**

S18.3.1 Teachers in designated IPRASS centres are entitled to two (2) days leave per year. These days may be attached to the Easter vacation or the Christmas vacation at the discretion of the employer. In recognising the needs of employees the employer may seek consultation from employees as to appointing the two (2) days, with the decision at the discretion of the employer.

S18.3.2 The provision of these two (2) days leave per year to teachers shall not negatively impact on school officers' paid work time. School officers will continue to work and be paid for these two (2) days in accordance with their normal work arrangements.

## **S18.4 Reimbursement of Reasonable Relocation Expenses**

S18.4.1 Where a teacher commences in a remote area location school, both the reasonable relocation costs of their family's belongings and transport costs shall be reimbursed to the teacher, in accordance with the employer guidelines.

S18.4.2 At the conclusion of a teacher's remote area service commitment, the teacher shall also be reimbursed for the reasonable removal costs of their family's belongings to their next teaching position in the diocese, in accordance with the employer guidelines.

**S18.5 Accommodation****S18.5.1 Employer-provided accommodation**

Where the employer provides accommodation to teachers in designated IPRASS centres, it shall be of a reasonable standard and contain modern facilities such as hot water, air conditioning and ceiling fans, and major appliances in good working order. Basic furniture should also be provided where the teacher chooses not to move personal furniture to the remote area location.

**S18.5.2 Salary packaging of remote area accommodation costs**

- (a) Salary packaging is available to employees in accordance with clause 4.14 of this Agreement
- (b) Employees should seek personal and professional financial advice in relation to salary packaging of rent and other accommodation costs.

**S18.5.3 Payment of rent over Christmas vacation period**

Where the employer does not provide accommodation to remote area teachers, the employer may pay the cost of rental accommodation over the Christmas period according to the employer guidelines.

**S18.5.4 Accommodation Assistance Options****Accommodation arrangements in Mt Isa**

- (a) Eligible teaching staff working in Mount Isa may access either of the following options:
  - (i) Option to retain private tenancy arrangement or home ownership  
An annual accommodation allowance, along with the option to salary package remaining rental or mortgage costs, is available where a private tenancy arrangement or home ownership is preferred by the teacher.

In this case, access to an annual accommodation allowance and salary packaging of remaining accommodation costs is available in the terms below:

**(A) General Conditions**

All continuing teaching staff and senior administration members are entitled to receive an annual Teacher Accommodation Assistance payment.

From 1 January March 2015, the allowance will be \$1,000 per annum.

From 1 March 2016, the allowance will be \$1,017 per annum.

Fixed-term teachers are eligible for a proportionate payment provided that the engagement is for a period of at least ten weeks.

**(B) Eligibility**

Teacher Accommodation Assistance will be provided to the following staff in designated remote area schools:

- (1) Deputy Principals and Senior Administrators including APAs, APREs and RECs
- (2) Full-time teachers
- (3) Part-time teachers
- (4) Fixed-term teachers engaged for a period of at least ten weeks.

The payment is not available to school officers or ground maintenance staff employed in remote area schools.

(C) Timing of payment

Teacher Accommodation Assistance will be paid once a year. The employing authority will determine whether the payment is made in the last or second last pay of the school year.

(D) Calculation of payment

Proportionate payments will be made to part-time teachers on the basis of their weekly hours of engagement relative to the maximum number of weekly hours for a full-time teacher. (For example, 0.4 FTE entitles an employee to receive 0.4 of the annual payment).

Fixed-term teachers engaged for a period of at least ten weeks are entitled to receive a proportionate payment on conclusion of the contract. (For example, a teacher who works twenty (20) weeks term time out of a school year of forty (40) weeks is entitled to receive twenty/forty (20/40) of the relevant Teacher Accommodation Assistance payment).

If the fixed-term teacher is also engaged for part-time weekly hours, the proportionate payment calculation described above is also relevant to the calculation of the amount of Teacher Accommodation Allowance payable.

(E) Review

The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.

In addition to the accommodation allowance detailed above, access to salary packaging for remaining accommodation expenses is also available in accordance with clause S18.5.4 above.

(b) Option to reside in employer-leased or owned accommodation

Where a teacher chooses to reside in accommodation leased or owned by the employer, employees need only pay seventy-five per cent (75%) of market rental for forty-seven (47) weeks of the year. The facility to salary package remaining rental expenses at no cost to employees is also offered under this arrangement.

## **S18.6 Professional Development**

S18.6.1 Teachers working in remote area locations have less access to professional development opportunities than colleagues in more focused regional areas.

Strategies will be implemented to support the professional development of teachers in remote areas and to best enable them to continue to deliver high-quality Catholic education to students. Such strategies may include:

- (a) Catholic education Consultants to develop and deliver relevant professional development in remote area and rural locations, following consultation with teaching staff;
- (b) Regular support visits by Catholic education Consultants and Leadership Personnel;
- (c) Teachers to be released to attend identified professional development opportunities available in cities or more focused regional areas;

- (d) The use of technologies including teleconferencing, video conferencing and the use of computer based programs.

S18.6.2 Where teachers are required to travel to attend professional development activities, their travel time arrangements will be determined through a process of negotiations with the employing authority and will generally be in paid work time.

- (a) In circumstances where travel is undertaken outside of paid work time, accommodation will be provided if teachers would need to drive between sunset and sunrise.
- (b) Employers will consider the start and finishing times of planned professional development in light of the travel needs of any participants. Teachers will be provided with accommodation according to employer guidelines in circumstances where they may need to travel significant distances prior to or after required professional development.

S18.6.3 Accommodation, meals and other reasonable associated travel costs shall be paid by the employer in accordance with employer guidelines when staff in remote area and rural schools attend employer-approved in-service or professional development during school term time.

### **S18.7 Use of Employee's Private Vehicle**

S18.7.1 Where use of a school vehicle cannot be provided and a staff member is required to use their own vehicle for any approved, work-related reason (including transport to professional development), appropriate reimbursement to the employee for use of their vehicle will be made.

S18.7.2 Appropriate reimbursement to the employee will be calculated using the vehicle engine size and total distance travelled (as identified on RACQ road maps), in accordance with the kilometre rates prescribed by employer guidelines.

### **S18.8 Remote Area Teacher Relocation Support**

#### **S18.8.1 Teacher Appointment Processes**

Teachers are appointed following application and selection procedures, including interviews. The parties acknowledge that schools in remote areas experience difficulty in attracting and retaining suitable teaching staff to maintain a suitable range of curriculum offerings to meet the learning needs of their students, particularly at senior level and with VET courses. They also wish to support teachers who, after a reasonable period of employment within a remote school, wish to obtain a position in a metropolitan or alternate regional centre.

#### **S18.8.2 Mechanisms of Relocation Support**

- (a) In order to assist teachers employed in remote areas, employers will provide timely notice of vacancies that arise within schools in their employing authority.
- (b) Employing authorities will receive Expressions of Interest from teachers and will, on request, pass their application on to other schools within their own system.
- (c) Teachers in remote areas may request to meet on site with Catholic education Consultants to discuss their options for seeking other Catholic education positions, vacancies, application and selection procedures. In such instances, officers will subsequently assist by advising schools of teachers seeking to relocate to metropolitan or alternate regional centres within their employing authority.

## SCHEDULE 19 – SUPPORTED WAGE SYSTEM

**S19.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

**S19.2** In this schedule:

- (a) *'approved assessor'* means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- (b) *'assessment instrument'* means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- (c) *'disability support pension'* means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Commonwealth)*, as amended from time to time, or any successor to that scheme
- (d) *'relevant minimum wage'* means the minimum wage prescribed in this award for the class of work for which an employee is engaged
- (e) *'supported wage system (SWS)'* means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)
- (f) *'SWS wage assessment agreement'* means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### S19.3 Eligibility Criteria

S19.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

S19.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### S19.4 Supported Wage Rates

S19.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause S19.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

S19.4.2 Notwithstanding clause S19.4.1, the minimum amount payable must be not less than \$76 per week.

- S19.4.3 Where an employee's assessed capacity is ten per cent (10%), they must receive a high degree of assistance and support.

### **S19.5 Assessment of Capacity**

- S19.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

- S19.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### **S19.6 Lodgement of SWS Wage Assessment Agreement**

- S19.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

- S19.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Commission within ten (10) working days.

### **S19.7 Review of Assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

### **S19.8 Other Terms and Conditions of Employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

### **S19.9 Workplace Adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

### **S19.10 Trial Period**

- S19.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- S19.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

- S19.10.3 The minimum amount payable to the employee during the trial period must be no less than \$76 per week.

- S19.10.4 Work trials should include induction or training as appropriate to the job being trialled.

- S19.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause S19.5.

## **SCHEDULE 20 – PAID MATERNITY LEAVE**

*This Schedule details the paid maternity leave arrangements for all Catholic education employing authorities.*

### **S20.1 Paid Maternity Leave**

Female employees shall be entitled to fourteen (14) weeks paid maternity leave in accordance with the provisions of this clause.

### **S20.2 Interaction with the Family Leave Provisions (Schedule 9)**

S20.2.1 The provisions of Schedule 9 of this Agreement apply to employees covered by this Agreement.

S20.2.2 The period of paid leave shall be deemed to be the first fourteen (14) weeks of the leave taken by the employee, provided that the period of paid leave will not include any school vacation time.

### **S20.3 Eligibility for Paid Leave**

S20.3.1 Employees who have at least one (1) year's continuous service with the employer shall be entitled to paid maternity leave.

S20.3.2 Fixed period employees who are eligible for Maternity Leave will be entitled to either fourteen (14) weeks paid maternity leave or, in the case where the remainder of the contract is less than fourteen (14) weeks, payment until the expiration of the contract.

S20.3.3 Where the contract period of a fixed period employee ends during the period of Maternity Leave, that employee will not be entitled to have this contract period extended, nor will she be guaranteed a position to return to following the completion of Maternity Leave.

S20.3.4 Where an employee is on Maternity Leave and successfully applies for a subsequent period of Maternity Leave, that employee will be entitled to a further fourteen (14) weeks paid maternity leave payable from the date of confinement of the subsequent child.

S20.3.5 Where an employee is on an extended period of leave without pay, and that employee becomes pregnant, no entitlement to paid maternity leave would accrue.

### **S20.4 Payment for Leave**

S20.4.1 The employee shall receive payment based on her normal average weekly earnings for the six (6) weeks immediately preceding the date upon which she proceeds on leave.

S20.4.2 The employee may request, and the employer may agree, that the payment for the period of paid maternity leave will be made at the time of commencing such leave. Where agreement is not reached, the employee shall be paid in accordance with the normal fortnightly pay cycle:

- (a) where an employee has received payment in advance for the period of paid maternity leave at the time of commencing leave, and the pregnancy subsequently results in a miscarriage or stillbirth, the employee shall be entitled to retain such payment, subject to the employee remaining on leave for a minimum of fourteen (14) weeks;
- (b) where an employee is paid in accordance with the normal fortnightly pay cycle, and the pregnancy subsequently results in a miscarriage or a still birth, the employee shall be entitled to remain on paid maternity leave for the fourteen (14) week period;
- (c) Paid maternity leave will be taken as one period and cannot be broken into smaller periods of leave.

### **S20.5 Paid Maternity Leave and Other Entitlements**

S20.5.1 The period of paid maternity leave shall count as service for all purposes;

S20.5.2 The period of paid maternity leave shall be exclusive of school vacation periods.

*For example, where a period of paid maternity leave coincides with a paid school vacation period the employee is entitled to be paid for the vacation period and the Maternity Leave. However, where the paid maternity leave actually taken is less than fourteen (14) weeks, the employee shall only be entitled to be paid for the leave taken.*

S20.5.3 The period of paid maternity leave shall be inclusive of statutory holidays that may fall within the period.

S20.5.4 In accordance with the Family Leave provisions (Schedule 9), provided that the aggregate of leave does not exceed fifty-two (52) weeks, an employee may, in lieu of, or in conjunction with Maternity Leave, take other forms of leave including long service leave which has fallen due, annual leave (if applicable) or paid school vacation periods (if applicable). The period of paid maternity leave shall form part of the aggregate of fifty-two (52) weeks.

## **S20.6 Availability of Personal Leave during Paid Maternity Leave**

Except as provided by the Family Leave provisions (Schedule 9), paid personal leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on paid maternity leave.

## SCHEDULE 21 - SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of All Hallows' School Limited  
ABN: 99 143 964 372

Address:

All Hallows' School  
547 Ann Street  
BRISBANE QLD 4000

In the presence of -

*Crane*

(Signature)

*Catherine O'Kane*

(Full Name)

*Principal*

(Position)

*04 August 2016*

(Date)

*Cynthia Palmer*

(Signature)

*CYNTHIA PALMER*

(Full Name)

*Admin Officer - Woodside Kennels - QCEC*

(Position)

Signed for and on behalf of Brigidine College, Indooroopilly  
ABN: 89 109 598 905

Address:

Brigidine College  
53 Ward Street  
INDOORROOPIILY QLD 4068

In the presence of -

  
(Signature)

BRENDAN CAMILLERI  
(Full Name)

PRINCIPAL  
(Position)

4-8-16  
(Date)

  
(Signature)

CYNTHIA PALMER  
(Full Name)

ADMIN OFFICER - WORKSPACE RELATIONS - QCEC  
(Position)

Signed for and on behalf of Downlands College  
ABN: 96 071 878 478

Address:

Downlands College  
72 Ruthven Street  
TOOWOOMBA QLD 4350

In the presence of -

*S. McIlhatton*

(Signature)

STEPHEN McIlhatton

(Full Name)

Principal

(Position)

21/8/2016

(Date)

*D. M. Carr*

(Signature)

DEBBIE MAREE CARPENTER

(Full Name)

Executive Assistant

(Position)

Signed for and on behalf of Iona College Limited  
ABN: 32 127 678 675

Address:

Iona College  
85 North Road  
WYNNUM WEST QLD 4178

In the presence of -

  
(Signature)

Michael Twigg  
(Full Name)

RECTOR / PRINCIPAL  
(Position)

04/08/2016  
(Date)

  
(Signature)

CYNTHIA PALMER  
(Full Name)


ADMIN OFFICER - WORKPLACE RELATIONS DEGC  
(Position)

Signed for and on behalf of Loreto College Coorparoo  
ABN: 73 602 851 304

Address:

Loreto College  
Cavendish Road  
COORPAROO QLD 4151

In the presence of -

  
(Signature)

CHERYL HAMILTON  
(Full Name)

PRINCIPAL  
(Position)

4/8/2016  
(Date)

  
(Signature)

CYNTHIA PALMER  
(Full Name)

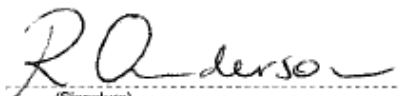
Admin Officer - Learning Resources - QCEC  
(Position)

Signed for and on behalf of Lourdes Hill College  
ABN: 84 010 639 460

Address:

Lourdes Hill College  
86 Hawthorne Road  
HAWTHORNE QLD 4171


In the presence of -

  
(Signature)

ROBYN EVA ANDERSON  
(Full Name)

PRINCIPAL  
(Position)

2/8/16  
(Date)

  
(Signature)

CYNTHIA PALMER  
(Full Name)

ADMIN OFFICER - WORKPLACE RELATIONS QCEC  
(Position)

Signed for and on behalf of Mount Alvernia College Limited  
ABN: 72 092 899 075

Address:

Mount Alvernia College  
82 Cremorne Road  
KEDRON QLD 4031

In the presence of -

*HP Tuite*

(Signature)

*Heerie Patricia Tuite*

(Full Name)

*College Principal*

(Position)

*4/05/16*

(Date)

*Cynthia Palmer*

(Signature)

*Cynthia Palmer*

(Full Name)

*Admin Officer - Workplace Relations - QCEC*

(Position)

Signed for and on behalf of Trustees of Edmund Rice  
Education Australia  
ABN: 96 372 268 340

Address:

23 Lovedale Street  
WILSTON QLD 4051

In the presence of -



(Signature)

PETER JAMES CHAPMAN

(Full Name)

REGIONAL DIRECTOR

(Position)

3 August 16

(Date)



(Signature)

CYNTHIA PALMER

(Full Name)

ADMIN OFFICER - WORKPLACE RELATIONS SEC

(Position)

Signed for and on behalf of the Trustees of the Marist Brothers –  
Ashgrove

ABN: 13 937 359 780

Address:

Marist College Ashgrove  
142 Frasers Road  
ASHGROVE QLD 4060

In the presence of -

(Signature)

Peter Francis McLoughlin

(Full Name)

Headmaster

(Position)

4 August 2016

(Date)

(Signature)

Cynthia Palmer

(Full Name)

Admin Officer - Workplace Relations - REC

(Position)

Signed for and on behalf of Mt St Michael's College Limited  
ABN: 90 058 186 520

Address:

Mt St Michael's College  
67 Elimatta Drive  
ASHGROVE QLD 4060

In the presence of -

  
(Signature)

ALISON RUTH TERREY  
(Full Name)

PRINCIPAL / CEO  
(Position)

4.08.16  
(Date)

  
(Signature)

Cynthia Palmer  
(Full Name)

Admin Officer - Workplace Relations - & CEC  
(Position)

Signed for and on behalf of Padua College Limited  
ABN: 20 072 693 700

Address:

Padua College  
80 Turner Road  
KEDRON QLD 4031

In the presence of -



(Signature)

ROBERT OUT

(Full Name)

RECTOR

(Position)

4 AUGUST 2016

(Date)



(Signature)

Cynthia Palmer

(Full Name)

ADMIN OFFICER - WORKPLACE RELATIONS - SCCL

(Position)

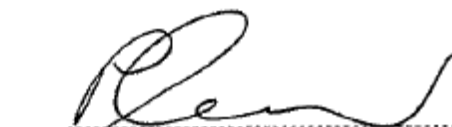
Signed for and on behalf of St Patrick's College Townsville  
Limited

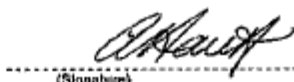
ABN: 30 153 409 413

Address:

St Patrick's College  
45 The Strand  
TOWNSVILLE QLD 4810

In the presence of -

  
\_\_\_\_\_  
(Signature)  
Paulina SKERMAN  
\_\_\_\_\_  
(Full Name)  
PRINCIPAL  
\_\_\_\_\_  
(Position)  
2-8-16  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)  
AMBER HUFF  
\_\_\_\_\_  
(Full Name)  
DEPUTY PRINCIPAL  
\_\_\_\_\_  
(Position)

Signed for and on behalf of St Rita's College Limited  
ABN: 61 054 678 349

Address:

St Rita's College  
41 Enderley Road  
CLAYFIELD QLD 4011

In the presence of -

  
(Signature)

DALE MORROW  
(Full Name)

Principal  
(Position)

4/08/16  
(Date)

  
(Signature)

CYNTHIA PALMER  
(Full Name)

Admin Officer - Workplace Relations - QCEC  
(Position)

Signed for and on behalf of St Ursula's College Limited  
ABN: 63 054 678 358

Address:

St Ursula's College  
Queen Street  
YEPPOON QLD 4703

In the presence of -

*C M Dunbar*  
(Signature)

CATHERINE MARY DUNBAR  
(Full Name)

PRINCIPAL  
(Position)

2nd AUGUST 2016  
(Date)

*P. Tomkins*  
(Signature)

PETA TOMKINS  
(Full Name)

Business Manager.  
(Position)

Signed for and on behalf of St Ursula's College, Toowoomba  
ABN: 27 122 661 858

Postal Address:

St Ursula's College  
38 Taylor Street  
TOOWOOMBA QLD 4350

In the presence of -

*Ann Marie Pawsey*  
(Signature)

ANN MARIE PAWSEY  
(Full Name)

Principal  
(Position)

02.08.16  
(Date)

*K. Sparkling*  
(Signature)

KATHLEEN SPARKLING  
(Full Name)

Principal's P.A. / Registrar  
(Position)

Signed for and on behalf of Stuartholme School  
ABN: 19 091 211 451

Address:

Stuartholme School  
365 Birdwood Terrace  
TOOWONG QLD 4066

In the presence of -

*Sharpe*  
(Signature)  
*KRISTEN SHARPE*  
(Full Name)  
*PRINCIPAL*  
(Position)  
*4 August 2016*  
(Date)  
*[Signature]*  
(Signature)  
*Deona Brinnand*  
(Full Name)  
*PA to Principal*  
(Position)

Signed for and on behalf of Villanova College Limited  
ABN: 47 103 181 362

Address:

24 Sixth Avenue  
COORPAROO DC QLD 4151

In the presence of -



(Signature)

MARK ARTHUR SOWER.

(Full Name)

Principal

(Position)

4 August 2016.

(Date)



(Signature)

CYNTHIA PALMERI

(Full Name)

Admin officer - Welfare Relations - DECE

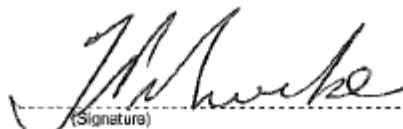
(Position)

Signed for and on behalf of the Independent Education Union  
of Australia

ABN: 74 662 601 045

Address:

IEUA  
346 Turbot Street  
SPRING HILL QLD 4000

  
(Signature)

TERENCE P. BURKE

(Full Name)

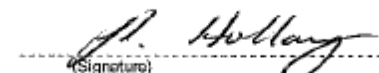
BRANCH SECRETARY

(Position)

8 AUGUST 2016

(Date)

In the presence of -

  
(Signature)

KAYLENE HOLLOWAY

(Full Name)

(COM DEC) 118162

(Position)

Signed for and on behalf of United Voice - Queensland Branch  
ABN: 69 844 574 256

Address:

United Voice  
27 Peel Street  
SOUTH BRISBANE QLD 4101

Sharon Caddie  
(Signature)

SHARON CADDIE  
(Full Name)

ASSISTANT SECRETARY  
(Position)

5/8/16  
(Date)

In the presence of -

EB  
(Signature)

Evanna Beljak  
(Full Name)

Administration Support  
(Position)

Signed for and on behalf of

Queensland Nurses' Union of Employees

and

Australian Nursing and Midwifery Federation

ABN: 84 382 908 052/ 43 880 656 135

Address:

106 Victoria Street  
WEST END QLD 4101

In the presence of -

*ER Mohle*

(Signature)

ELIZABETH MOHLE

(Full Name)

BRANCH SECRETARY

(Position)

*8-8-2016*

(Date)

*Clemencia Naranjo C.*

(Signature)

*Clemencia Naranjo Correa*

(Full Name)

*Industrial Officer*

(Position)