



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Lutheran Education Queensland, a department of the Lutheran Church of Australia, Queensland District T/A Lutheran Education Queensland
(AG2016/7007)

QUEENSLAND LUTHERAN SCHOOLS SINGLE ENTERPRISE AGREEMENT 2016

Educational services

COMMISSIONER GREGORY

MELBOURNE, 11 JANUARY 2017

Application for approval of the Queensland Lutheran Schools Single Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Queensland Lutheran Schools Single Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Lutheran Education Queensland, a department of the Lutheran Church of Australia, Queensland District T/A Lutheran Education Queensland. The Agreement is a single enterprise agreement.

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

[3] The Independent Education Union of Australia, the Australian Nursing and Midwifery Federation and the Queensland Nurses' Union of Employees, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 January 2017. The nominal expiry date of the Agreement is 30 June 2019.



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Fair Work Act 2009 (Cth)
(As Amended)

QUEENSLAND LUTHERAN SCHOOLS
SINGLE ENTERPRISE AGREEMENT 2016

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1. PRELIMINARY

1.1 Title

This Agreement shall be known as the Queensland Lutheran Schools Single Enterprise Agreement 2016.

1.2 Coverage

1.2.1 This Agreement shall apply to the following employers:

- (a) Lutheran Education Queensland, a department of the Lutheran Church of Australia, Queensland District ABN 30 051 602 996; and
- (b) Peace Lutheran Church Gatton trading as Peace Lutheran Primary School ABN 33 989 430 445,

and all of their present and future employees employed in the Schools listed in Schedule 1 pursuant to the awards previously having application to employees under the Lutheran Church of Australia Queensland District, Schools Department Certified Agreement 2004 (CA55 of 2005) and incorporated as part of this Agreement (refer to sub-clause 1.3.2 below), but excluding positions designated as (howsoever named):

- (i) Principals;
- (ii) Deputy Principals;
- (iii) Business Managers;
- (iv) Heads of Sub-Schools*;
- (v) Deans or Directors*;

*Heads of Sub-Schools, Deans or Directors who are designated as members of the School executive team where a documented and explicit authority exists from the Principal for decision-making and accountability for those decisions in a clearly defined area of operation.

1.2.2 This Agreement shall also apply to the unions signatory to this Agreement.

1.3 Relationship with Other Industrial Instruments

- 1.3.1 This Agreement shall replace the Queensland Lutheran Schools Single Enterprise Agreement 2013 (AE403870 PR 541490).
- 1.3.2 Notwithstanding sub-clause 1.3.1, the provisions of the following awards (as they existed at 31 December 2009) previously having application to employees under the Lutheran Church of Australia Queensland District, Schools Department Certified Agreement 2004 (CA55 of 2005) and attached as Annexures E to L are incorporated as part of, and shall be read in conjunction with, the provisions of this Agreement. In the event of any inconsistency between a provision/s of this Agreement and a provision/s of an award/s contained in Annexures E to L, the terms of this Agreement shall take precedence. In all other respects, the content of the awards, as they appear in Annexures E to L will continue to apply. The table hereunder identifies the category of employee, the award previously having application and the relevant Annexure of this Agreement to which the award is attached:

CATEGORY OF EMPLOYEE	AWARD PREVIOUSLY HAVING APPLICATION	ANNEXURE
Teaching Staff	Teachers' Award – Non Governmental Schools.	Annexure E
School Officers	School Officers' Award – Non-Governmental Schools	Annexure F
Cleaners and Caretakers	Miscellaneous Workers' Award – State	Annexure G
Grounds Staff	Greenkeeping Industry Award – State	Annexure H
Nurses	Nurses Award – State	Annexure I
Tradespersons	Building Products, Manufacture and Minor Maintenance Award – State	Annexure J
Drivers	Motor Drivers etc. Award – Southern Queensland	Annexure K
Boarding School Staff	Boarding Schools, Residential Colleges and Other Non-Commercial Establishments Accommodation Award – South-Eastern Division	Annexure L

1.4 Commencement Date of Agreement and Period of Operation

This Agreement shall commence operation seven (7) days after the date of approval by the Fair Work Commission and shall remain in force until 30 June 2019.

1.5 Amendment, Renewal or Replacement of Agreement

The parties agree that this Agreement may be varied by amendment in circumstances where all parties genuinely agree that variation is necessary.

Any amendment to this Agreement will be subject to the same consultation and approval process as that used for the Agreement itself.

1.6 Posting of an Agreement

A copy of this Agreement shall be exhibited in a conspicuous and convenient place in each school.

1.7 Single Bargaining Unit

A Single Bargaining Unit has been formed for the purpose of negotiating and establishing this Agreement and is comprised of employee representatives from Lutheran Schools in Queensland and the Independent Education Union of Australia, Queensland and Northern Territory Branch (IEUA-QNT) for and on behalf of IEUA-QNT members party to this Agreement, on the one hand and the employer representatives of Lutheran Schools in Queensland and their industrial adviser on the other.

1.8 No Extra Claims

There shall be no further claims with respect to any industrial matter for the life of this Agreement.

1.9 Flexibility

1.9.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) The agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and the employee.

1.9.2 The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth); and

- (b) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

1.9.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

1.9.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.9.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing – at any time.

2. RELATIONSHIP TO AIMS OF THE SYSTEM / SCHOOL

2.1 Preamble

Lutheran Schools in Queensland have a fine reputation for their quality and distinctiveness. Central to this is an emphasis on the development of the whole person including the academic, spiritual, cultural, social, practical and physical dimensions. This Agreement has three major priorities which are considered essential for the Lutheran Schools to maintain and preserve the special qualities which constitute their distinctive style and nature.

These priorities are that, through this Agreement:

- 2.1.1 The distinctive Lutheran Ethos of our Schools,
- 2.1.2 The high quality of education provided by our schools,
- 2.1.3 The ability of our schools to serve society and the Church are supported and maintained.

2.2 Lutheran Ethos

- 2.2.1 The Lutheran Church of Australia bases all its teachings on the Christian Bible, both Old and New Testaments, which it regards as the inspired and inerrant Word of God. These teachings are expounded in the book of Concord which comprises the accepted public confession of Lutheran doctrine and belief. All staff of Lutheran Schools are required to carry out their responsibilities and duties in accordance with these teachings. In particular, this means recognising that Lutheran Schools, as agencies of the Lutheran Church, exist to provide a special ministry and mission to the people of Australia, that all teaching and learning in

them is informed by the Word of God and God's love and forgiveness govern the life of each school.

- 2.2.2 The document "The Teacher in the Lutheran School" (refer to Schedule 2) prescribes in part that besides being qualified and competent educators, teachers will be people committed to the Christian faith, willing to identify with, uphold and promote the Lutheran Ethos of the school and willing to exemplify and model behaviour which positively reflects their commitment to these principles. All other staff are required, as part of their employment in Lutheran Schools, to make this same commitment.
- 2.2.3 Staff in the service of Lutheran Schools undertake to meet the theological training (accreditation) as prescribed by the Board for Lutheran Schools of the Lutheran Church of Australia. The arrangement to enable staff to obtain this requirement is as follows:
- (a) All teachers new to Lutheran schools will be required to complete six (6) days of orientation over their first three (3) years of employment in Lutheran schools to gain initial accreditation. Those existing teachers not already accredited will be required to complete their six (6) days of orientation within three (3) years of signing this Agreement.
 - (b) Accredited teachers will be required to complete ongoing study provided by the school to maintain their accreditation status.
 - (c) Studies identified in 2.2.3(a) and (b), whether undertaken by new or existing teachers, will be funded by the school and delivered within working hours.
 - (d)
 - (i) In addition, teachers who formally teach Christian Studies will be required to complete ten (10) days of orientation to Christian Studies in the Lutheran school over their first three years of employment in Lutheran schools.
 - (ii) Alternatively teachers may elect to commence a Graduate Certificate in Education from the Australian Lutheran College.
 - (e) Under unavoidable circumstances and by agreement, employers may offer workshops identified in 2.2.3(d) above outside of normal working hours. Where this occurs employees must be given significant notice to make necessary arrangements around, for example, family responsibilities. Time in lieu will be provided to employees who complete workshops outside of normal working hours.
 - (f) Graduates of the Lutheran strand in the Australian Lutheran College's Education Ministry Program, or at another approved university where the Lutheran strand is taught, will be exempt from all of the requirements in 2.2.3(a), (b) and (c).
 - (g) All non-teaching staff are encouraged to participate in the orientation to the Lutheran school program. Where non-teaching staff participate in the program such participation will be funded by the employer and occur in paid time.
 - (h) These requirements will be clearly stated in the letter of offer of employment.

2.3 Objectives of this Agreement

This Agreement provides a framework for the Employing Authority, Employees and Unions to work together towards improving productivity and efficiency.

The objectives of this Agreement, by acknowledging the partnership between the Schools' management and staff are:

- 2.3.1 To strive to keep Lutheran Schools accessible to families within a broad socio-economic range;
- 2.3.2 To maintain Lutheran Schools as non-elitist agencies of service to the Church and community through continued awareness of increasing pressures on operating costs and encouragement of optimum resource usage.
- 2.3.3 To maximise the learning outcomes for students through quality teaching.
- 2.3.4 To encourage a culture of continual improvement through collaborative and consultative processes.
- 2.3.5 To develop more diverse and highly skilled workforce which is capable of achieving more effective and efficient school arrangements and is committed to the ethos, mission and goals of the Lutheran Church and its Schools.
- 2.3.6 To share equitably the benefits of enhanced service delivery among employees and the school community.

The Parties agree to provide for the mechanisms for the achievement of the objectives of this Agreement.

3. PROCEDURES FOR PREVENTING AND SETTLING DISPUTES

3.1 Procedure

- 3.1.1 The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and the employer in respect to any industrial matter, including (but not limited to) the terms and conditions of this Agreement, the National Employment Standards and all other matters that the Parties agree on and are specified herein. Such procedure shall apply to a single employee or to any number of employees.
- 3.1.2 A party to the dispute may appoint any other person, organisation or association to accompany or represent them in relation to the dispute.
- 3.1.3 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 matter as soon as reasonably practicable under the circumstances.
- 3.1.4 If the grievance or dispute is not resolved under subclause 3.1.3 hereof, 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 24 hours after the request by the employee or the employee's representative/s.
- 3.1.5 If the grievance or dispute is still unresolved after discussions listed in subclause 3.1.4 hereof, the matter shall, in the case of a union member, be reported to the Secretary of the relevant Union of Employees and the relevant senior management of the employer or the employer's nominated industrial representative. An employee who is not a union member may report the grievance or dispute to Senior Management or the employer's nominated industrial representative.
- 3.1.6 If, after discussion between the Parties, or their nominees mentioned in subclause 3.1.5, the dispute (including a dispute 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) remains unresolved, then either party may refer the dispute to the Fair Work Commission for resolution.
- 3.1.7 The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation. All Parties 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; and

(b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may arbitrate the dispute.

- 3.1.8 In dealing with the dispute under subclause 3.1.7(b), the Fair Work Commission may use the powers that are available to it under the Fair Work Act 2009 (Cth).
- 3.1.9 While all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.10 Except in the case of termination, the status quo existing before the emergence of the grievance or dispute is to continue while the above procedure is being followed.
- 3.1.11 For the avoidance of doubt, any Order of the Fair Work Commission (subject to the Parties right of appeal under the Fair Work Act 2009 (Cth)) will be final and binding on the Parties to the dispute.
- 3.1.12 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 refer the dispute to the Fair Work Commission.

4. WAGES

4.1 Wage Increases

- 4.1.1 Salaries and wages payable to employees covered by this Agreement will be increased as follows from the first full pay period after the dates specified:

Teachers:

- (a) 1 May 2016

All Bands (i.e. Band 1 Step 1 to Band 3 Step 4 inclusive): increase of 2.2%

- (b) 1 July 2017

All Bands (i.e. Band 1 Step 1 to Band 3 Step 4 inclusive): increase of 2.7%

- (c) 1 July 2018

All Bands (i.e. Band 1 Step 1 to Band 3 Step 4 inclusive): increase of 2.7%

Non-Teaching Staff:

- (a) Increase of 2.2% or \$23.80 per week, whichever is the greater – 1 May 2016

- (b) Increase of 2.7% or \$26 per week, whichever is the greater – 1 July 2017

- (c) Increase of 2.7% or \$26 per week, whichever is the greater – 1 July 2018

- 4.1.2 The following increases will apply in respect of allowances as outlined below:

- (a) In addition to the salary and wage increases referenced in sub-clause 4.1.1, dollar-based increases applicable to the Leading Teacher One ("LT1"), Leading Teacher Two ("LT2") and Positions of Added Responsibility ("PAR") Allowances over the life of this Agreement as specified in Schedule 3.

- (b) Increases to other allowances applicable under this Agreement as specified in Schedules 3 and 3A.

The parties acknowledge and agree that any allowances contained within Annexures E to L of this Agreement which are not specifically mentioned in Schedules 3 or 3A do not have application within the Schools listed in Schedule 1.

4.2 Rates of Pay and Allowances

The rates of pay and allowances for each occupational classification are set out in Schedule 3 and Schedule 3A of this Agreement.

4.3 Overpayments

4.3.1 Current Employees

- (a) If it is established and accepted by the employee that the employee owes the employer money (e.g. overpayment of wages), the employer will have the right to recover such an overpayment.
- (b) Where the employee accepts that an overpayment has been made and the amount of the overpayment is agreed between the employer and employee, the employer may seek to recover such an overpayment.
- (c) Where a repayment is sought, the employer will contact the employee in writing to request that a mutually acceptable repayment schedule be agreed.
- (d) Subject to 4.3.1(a) of this clause being met and in the event that a repayment schedule has not been agreed after 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 75 per cent of the employee's gross fortnightly income, whichever is the greater
 - (ii) The minimum period over which the deductions can be made is 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.

4.3.2 At the Date of Termination

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, the employer is entitled to and may withhold from monies due to the employee an amount equivalent to the agreed overpayment from either wages or leave entitlements

4.3.3 Disputed Overpayment

If the employee does not accept that the employee owes the employer money or disputes the amount claimed by the employer, the employee may invoke the Procedures for Preventing and Settling Disputes contained in clause 3 of this Agreement.

4.4 Payment of Public Holidays – Term-time employees

The following provisions shall apply to non-teaching employees who are employed on either a continuing term time basis or on successive fixed period term-time contracts.

- 4.4.1 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.
- 4.4.2 An employee, other than a new employee, 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.

- 4.4.3 An employee shall be paid for their normal rostered hours for any public holiday that occurs on a Friday where the employee's last day of work for that term is the Wednesday or Thursday immediately preceding such public holiday if they would normally be rostered to work on a Friday.
- 4.4.4 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.
- 4.4.5 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.
- 4.4.6 For the purposes of this clause, a "successive fixed period term-time employee" is one who is employed on two (2) or more successive contracts with the one employer and has not more than three (3) months break between such contracts.
- 4.4.7 Payment of Good Friday for fixed period employees is limited to an employee who is employed on a fixed period contract of at least six (6) weeks during term one (1) and whose contract ceases on the Wednesday or Thursday before Good Friday and who is then re-employed for a contract commencing in the first week of term two (2). Such employees shall be paid for Good Friday if they are normally rostered to work on a Friday. Such payment would be for their normal rostered hours. This provision will not apply to those employed on casual rates.

5. EFFICIENCY AND EFFECTIVENESS INITIATIVES

5.1 General Statement

The Parties have agreed to implement real and demonstrable gains in efficiency and effectiveness.

5.2 Leading Teacher One

The definition for a Leading Teacher One (LT1) and eligibility requirements for that allowance are set out in Schedule 4.

5.3 Leading Teacher Two

A teacher who, through their classroom practices and professional learning, believes they can maximise learning outcomes for students through mentoring or curriculum leadership is encouraged to apply for a Leading Teacher Two classification.

This role does not require the applicant to have held a Leading Teacher One position or have achieved Band 3 Step 4 on the teacher's pay scale.

The selection criteria, application procedure and terms of appointment are set out in Schedule 5.

5.4 Positions of Added Responsibility

An employee who holds a position of added responsibility within a school shall be appointed and remunerated in accordance with the terms and conditions set out in Schedule 6 (Positions of Added Responsibility) and Schedule 3 (Rates of Payment: Wages and Allowances) of this Agreement.

5.5 Class Sizes

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 make every effort to 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.

5.5.1 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.

5.5.2 Targets for class sizes

- (a) The following targets for class sizes will assist principals with decisions 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.
 - (i) Years P-3, 11 and 12; 25-28 students
 - (ii) Years 4 – 10; 28-30 students.
- (b) Where there is the possibility of class sizes in excess of these targets, the class arrangements shall be subject of a timely and consultative process with staff affected, in accordance with the consultative principles contained in this Agreement.
- (c) The final decision about class sizes and the allocation of classes to teachers is the responsibility of the employing authority/principal.

5.5.3 Resourcing Targets to Support Year P

- (a) The following target for resources to support Year P will assist principals:

Year P 25-28 students:

Recommended allocation of aide support time of one (1) aide for at least the equivalent of the contact hours for the class. Adequate provision should be made in respect of the settling up and taking down of prep equipment each day.

- (b) For Year P classes with less than 25 students, resourcing arrangements shall be the subject of a timely and consultative process with staff affected, in accordance with the consultative principles contained in this Agreement.
- (c) The final decision about the allocation of aide support time to Year P is the responsibility of the employing authority/principal.

5.6 Working Arrangements for Teachers

The terms and conditions of employment for all teachers covered by this Agreement are detailed in Schedules 7, 8 & 9.

5.7 Working Arrangements for Kitchen Staff, Grounds Staff, Laundry Staff, Tuck Shop Staff, Bus Drivers, Caretakers, Cleaners and Minor Maintenance Staff.

The terms and conditions of employment for the above-mentioned employees are set out in Schedule 12.

5.8 Timely Notification of Qualifications and Experience

All employees are classified in accordance with their relevant Award (see sub-clause 1.3.2 above). 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.

5.8.1 Engagement of Staff

All employees are required to provide evidence to support their pay classification preferably prior to the commencement of employment, and in any event, within a period of no later than six (6) months following commencement of employment. It will be the responsibility of the employee to provide all the necessary documentation. The employee will be paid at the lowest rate of the appropriate Band or Level until the supporting evidence is provided to the school. Provided the supporting evidence is provided to the school within the prescribed time frame, any monies owed will be back paid in the next full pay.

The required evidence shall include such documentation as Statements of Service from previous employers; pay advice slips; original or certified copies of qualifications. Exiting employees shall request and shall receive a Statement of Service outlining the period of employment; the pay classification and length of time at that level; whether or not leave without pay was taken during the period of employment; the title of the position held and if the employee worked full, part time or casual. Part time or casual employment will also state the total number of hours worked at that classification level. The Statement of Service will be on original letterhead, signed by the person in authority at the school and provided to the employee within two weeks of the receipt of the employee's letter of resignation.

5.8.2 Duty to notify

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

5.8.3 Teacher Classification

Clause 5.2.3 of the Teachers Award Non-Governmental Schools (attached as Annexure E) is amended as follows:

- (a) A graduate teacher with an approved four year bachelor's degree from a recognized university that contains the equivalent of at least two years of professional studies in education shall be appointed at Band 2 Step 1.
- (b) A graduate teacher who has an approved bachelor's degree from a recognized university plus an approved postgraduate teacher education qualification(s) together which total five (5) years of studies shall commence on the salary prescribed for Band 2 Step 2.
- (c) A teacher who has an approved bachelor's degree with either first or second class honours from a recognized university which contains the equivalent of at least two years of professional studies in education shall be appointed at Band 2 Step 2.
- (d) Progression from one salary Step to a higher salary Step shall be by annual increment up to a maximum salary of Band 3.
- (e) Three year trained teachers will progress to the next step every second year once they reach Band 3 Step 1.

5.9 Conduct Requirement for School Employees

5.9.1 Ongoing Commitment

As part of their commitment to upholding and promoting the ethos of the school as reflected in Clause 2.2 of this Agreement, employees agree to accept the conduct requirements for school employees as detailed in Annexure A.

These provisions will be included in the appropriate sections of each individual school's staff handbook.

5.9.2 Serious Misconduct / Summary Dismissal

Where an employee engages in serious misconduct as described in Annexure C of this document, the processes identified in Annexure C should be followed.

5.10 Formal Review for Unsatisfactory Performance

For any number of reasons, an employee may experience significant difficulties in performing their duties to the required standard. Where unsatisfactory performance occurs over a continuing period, and despite assistance given by the principal or their designated representatives, the situation does not improve, the parties agree that a formal process may be implemented.

This "process" will follow the format identified in Annexure B of this document.

5.11 Dress Code for all Staff

The standard of dress will vary from school to school depending on such issues as climate and location. However, each school may collaboratively develop guidelines on dress standards for staff members. The guidelines will reflect common understanding of

appropriate professional dress, be consistent with the particular work environment of the staff member and comply with all aspects of Workplace Health and Safety requirements.

5.12 Induction

5.12.1 General

A relevant and up-to-date induction program shall be developed and implemented for all new staff. Such an induction program may include, but not limited to:

- (a) Provision of a duty statement.
- (b) Identification of lines of support.
- (c) Provision of material relevant to the ethos and mission of the school/system.
- (d) Provision of documents relevant to the school/system policies and procedures.
- (e) Provision of information relevant to union coverage and benefits and introduction to the IEUA-QNT representative.
- (f) Identification of placement of industrial and occupational health and safety documents and their availability to staff.
- (g) Provision of guidance and feedback to interstate and returning to teach employees (being employees who have not practiced as a teacher in a Queensland school for at least one (1) year within the five (5) year period of registration. 'One (1) year' is defined as 200 days or 1000 hours of teaching in a school in the Queensland College of Teachers' Returning to Teaching in a School program).

Schools will ensure that persons responsible for the induction of new employees are adequately trained.

5.12.2 Induction of Graduate Teacher

Recognising that induction is a significant phase in the continuum of teacher development and that effective induction takes place in a process of dialogue and professional collaboration, it is recommended that induction will be supported by the provision of:

- (a) Appropriate mentors such as senior administrators and PARs, leading teachers, and other experienced teachers who are willing and able to assist the graduate teacher to balance professional and total workload requirements;
- (b) Clear guidelines and feedback on the requirements of the Queensland College of Teachers for full registration including regular reviews with their mentor and/or Academic Co-ordinator; and
- (c) Assistance with the development of suitable teaching programs and pedagogy consistent with the requirements of the school work program and the individual needs of the students, including consideration (if appropriate) of a reduced teaching load.

The parties acknowledge that the induction process will vary from school to school (for example, primary/ secondary, rural/ city, school size (large/ small)) and that the final decision in relation to the scope and sequence of the induction program rests with the principal.

5.13 Professional Development and Appraisal

5.13.1 General

- (a) All Schools and their employees will participate in a planned program of professional development. The parties acknowledge and emphasise the important link between an effective appraisal system and training and professional development for all employees in enhancing quality of service and the efficiency and effectiveness of Lutheran Schools, as well as assisting staff reach the professional and career goals.
- (b) Professional and development activities will be developed in consultation with employees by the administration of each school using a skills audit or any other suitable tools (for example, the Queensland College of Teachers' (QCT) Continuing Professional Development Framework (CPD Framework)) to determine individual and group needs. The parties acknowledge that a process of formative appraisal for professional development purposes provides an occasion to identify strengths and opportunities for improvement, set goals and identify professional development and/or support needs. Such agreed processes have as their primary focus the improvement of all employees to enhance the quality of service provided by Lutheran Schools, the contribution of each employee to that process and the identified professional goals of each employee. Such appraisal shall occur on a regular basis.
- (c) It is recognised that appraisal as defined in this clause is for the purpose of identifying professional development needs. All documentation other than the agreed outcomes statement is confidential to the appraisee.
- (d) Professional development for teachers will be supplemented and supported by the Head of each school personally, or through his or her delegate through a variety of consultative mechanisms such as:
 - discussion of work programs and current workplace theories and practices;
 - visits to classrooms and workplaces at mutually convenient times;
 - sharing of insights;
 - considering solutions to problems and ways of improving quality and effectiveness.
- (e) It is not the intention of the outcomes statement or any subsequent agreed professional development plan to require employees to undertake Professional Development activities within their own time or at their own expense. The primary intention is to document those agreed professional development activities required to satisfy employee's developmental needs and inherent job requirements, such as those required for professional accreditation.

5.13.2 Teachers

- (a) It is recognised that schools have a concurrent responsibility to encourage and facilitate the professional development of their teachers, to involve teachers in the planning and delivery of professional development, and to support teachers in meeting their obligations and that teachers have a continued responsibility to meet the requirements of the CPD Framework and maintain and improve their professional proficiency by participating in a variety of work-related developmental activities.
- (b) Both parties agree that professional development should, where possible, articulate to the Queensland College of Teachers Professional Teacher Standards and occur in a planned and structured way, to ensure that the needs of both the school and teachers are met.
- (c) Through consultation, a structured professional development process will be developed at each school, based on the principles outlined in "Implementing Teacher Professional Development (Schedule 13)" of this Agreement, which establishes the desired outcomes for the teacher for the subsequent year. These outcomes will be formalised in a professional Development Plan that is provided to the head of each school or their nominated representative

consistent with Schedule 13. This plan will incorporate both long and short term goals and addresses the agreed needs of the school, department or year level requirements, the personal interests of the teacher and articulate (where possible) to the Queensland College of Teachers Professional Teacher Standards. To facilitate appropriate reviews of the Plans, each teacher will maintain a portfolio which documents the professional development undertaken in accordance with the Professional Development Plan consistent with available resourcing and employer organised professional development.

- (d) The teacher is encouraged to also document in their Professional Development Plan any Professional Development undertaken in their own time.
- (e) The employer will provide to the teacher, in the year in which it is completed, documentation attesting to the completion of employer provided professional development in a format suitable for presentation by the teacher to the Queensland College of Teachers for CPD Framework purposes.
- (f) Where there is unresolved disagreement on the appropriateness of the teacher's Professional Development Plan, the matter will be addressed in accordance with the Grievance Procedure contained in this Agreement which will involve the employee's relevant union where the employee is a union member.

5.13.3 Senior Administration / Management

The provisions of 5.13.2 will also have application to Senior Administration / Management positions including:

- PARs
- Leading Teachers
- School Counsellors / psychologists
- ICT Specialists
- Heads of Outdoor Education Centres
- Heads of Boarding Schools
- Nurses
- WH&S Managers
- Human Resource / payroll / finance managers
- Pastors and Chaplains

5.13.4 School Officers and services staff

- (a) The employer recognises and encourages school officers and services staff to undertake training and professional development in a planned and structured way to ensure that the needs of the school and school officer/services staff are met. In determining appropriate professional development opportunities the school and the staff member shall identify:
 - (i) the goals of the school and wider needs;
 - (ii) the personal goals of the staff member in relation to their work; and
 - (iii) the appropriateness of the professional development to the staff members position.
- (b) School officers and services staff will be encouraged to participate in planning and accessing approved professional development. Information relating to relevant work related professional development will be made available to these employees by the school.
- (c) The cost of endorsed training will be met by the employer. Additional training not endorsed by the employer may be approved by the employer in terms of access to leave and satisfaction of the employee's own personal professional development Plan, but paid for by the employee.

- (d) With regard to any professional development, consideration must be given to the school calendar, in particular busy times of the year that may restrict the absence of some staff.

5.13.5 School Officer Position Description Review

- (a) In the interests of ensuring that School Officer position descriptions remain current and up to date, the parties agree that a position description review be incorporated as a feature of each school's usual site-based appraisal processes and cycle applicable to School Officers.
- (b) If, upon conducting the position description review referred to in sub-clause 5.13.5(a) above, it is determined by the appropriate supervisor/ line manager in consultation with the relevant School Officer that there has not been a substantial change in the School Officer's duties and responsibilities, then the School Officer's current position description will continue to apply.

5.13.6 It will be appropriate for a school to review and re-issue a School Officer's position description outside of the school's usual site-based appraisal processes and cycle referred to in sub-clause 5.13.5(a) above in circumstances where there has been a significant change (as determined by the appropriate supervisor/ line manager in consultation with the relevant School Officer) in a School Officer's duties and responsibilities, such that the duties and responsibilities referred to in the School Officer's current position description no longer substantially and accurately reflect the actual duties and responsibilities being carried out

5.14 Union Recognition and Leave

5.14.1 Recognition of Industrial Representation

The employer recognises that the unions party to this Agreement and their accredited representatives are the legitimate representatives of their members covered by this Agreement and shall not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties.

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Queensland Industrial Relations Commission on 1 November 2000, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

5.14.2 School Level Industrial Practice

A person elected or appointed as a union delegate shall upon notification to the employer, be recognised as the accredited representative of the union. The employer agrees to reasonably provide workplace union representatives with the following:

- (a) the right to discuss work related matters that are of concern to any employee or to convey information by any convenient means to the workplace to employees provided that the union delegate does not unduly interfere with work in progress.
- (b) the right to provide union information to new employees.
- (c) the facility for employees to authorise the employer, in writing, to deduct and forward from any remuneration payable, subscriptions to a relevant union bound by this Agreement.

5.14.3 Training of School Based Union Representatives

The parties agree that employees who are union members shall be able to access up to three (3) days paid leave per year (non-cumulative) to attend

courses and seminars conducted by the Union to acquire knowledge and competencies in industrial relations. At the discretion of the employer, employees may be granted an extra two (2) days leave above the 3 days (non-accumulative) per year, where accredited work place health and safety training courses provided by the Union involve more than 3 days.

This clause is subject to the following conditions:

- (a) An application for leave must be submitted to the principal, giving at least one month's notice (or less as agreed between employer and employee) of the employee's intention to take this leave.
- (b) The application for leave must outline the details of the course or seminar.
- (c) The application for leave shall be endorsed by the respective union.
- (d) This leave shall be taken within the schools' professional development program.
- (e) The granting of the leave shall be subject to the reasonable convenience of the employer and should not impact adversely on service delivery, work requirements and the effective and efficient operation of the school.
- (f) No employee shall be granted leave in excess of the duration of the course – i.e. travelling time is not included.
- (g) The employer is not responsible for any additional costs except for the payment of relief employees where this is considered appropriate.
- (h) The maximum number of employees who are union members at each school who may avail themselves of this leave in any school year:
 - (i) Where the school employs less than 30 employees – 1 employee; or
 - (ii) Where the school employs 30 employees or more – 2 employees.

5.14.4 Union Development Leave

Employees may apply for leave without pay to participate in long term union training. Such leave will be subject to the union approving the leave and will be at the discretion of the employer. Leave for Union training and development will be in accordance with the following conditions:

- (a) The maximum period of leave will be twenty (20) weeks or two (2) terms, whichever is the greater. If the period of leave is less than the two terms it should be taken in terms of blocks unless otherwise agreed by the employer.
- (b) The Union will pay to the employer the salary of the employee for the period of the leave. Such payment will contain components to cover the cost of leave which accrues to the employee during the period and the relevant Superannuation contribution.
- (c) Consistent with sub-clause 5.14.4(b) the period of development leave will count as service with the employer for all purposes.
- (d) On completion of the period of leave the employee will return to the position previously held by the employee.
- (e) An employee must give their employer at least three (3) months' notice to access Union development leave. The period of Union development leave will be agreed in advance; and
- (f) As a matter of courtesy an employee will meet with their employer at least two (2) weeks' notice of their return to work.

5.15 Right of Entry – Authorised Industrial Officer

Union Officers have the right to enter a school to hold discussions with employees and investigate suspected contraventions of the Fair Work Act 2009 (Cth) and fair work instruments in accordance with Part 3-4 of the Fair Work Act 2009 (Cth).

5.16 Job Share

The Parties agree that job share provisions can assist employees in balancing work and family demands throughout various stages of their life and work cycle and as such job share can have advantages for employees and employer.

Consequently the employer agrees to implement a job share provision in accordance with agreed guidelines. Teachers, school officers and services staff shall have access to the job share provision, at the principal's discretion.

The agreed provisions are set out in Schedule 11 – Job Share.

5.17 Job Security

The parties agree that changes to work practices and productivity initiatives must be consistent with the operation of the school. The parties further acknowledge that employees are a critical element in the improvement of quality service delivery. Arbitrary job reductions will not be pursued to secure the ongoing improvement in productivity and efficiency sought in accordance with the terms and conditions of this Agreement.

5.18 Certainty of Employment

5.18.1 Fixed Term Appointment

- (a) 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.
- (b) An identifiable short term need could include:
 - (i) special projects;
 - (ii) proposed closure of 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) accommodation of 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
 - (vii) employing a part-time school officer to address class size issues and/or enhance curriculum offering 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 sub-clause 5.18.1(b)(vi), 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.

(f) Where:

- (i) 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) an employee is provided with a period of parental leave 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) an employee commences 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.

5.18.2 Teachers

In addition to clause 4.5 of the Teachers Award – Non Governmental Schools (attached as Annexure E), Lutheran Schools reaffirm their commitment to the maximisation of permanent employment.

5.18.3 School Officers

Continuity of Service – School Officer

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.

5.18.4 Notification of Change of Hours of Work

- (a) This sub-clause (5.18.4) applies to school officers who are employed on a continuing contract for less than 38 hours per week.
- (b) Where the employer intends to alter the employee's number of hours of work per week, or the employee's start or finish times, the employer will advise the employee as soon as possible of such intention. Clause 4.1.3 of the School Officers' Award – Non Governmental Schools (attached as Annexure F) will continue to apply.
- (c) The employer will discuss with the employee concerned the ramification of any proposed change.
- (d) Where the employer intends to reduce the employee's hours of work, the employee will have the option of either accepting such hours or of being deemed to be redundant in which case all relevant redundancy provisions will apply.

5.18.5 For other employee groups, Lutheran Schools will endeavour to restrict temporary or casual employment to bona fide short term engagements (12 months or less).

5.18.6 Where an employee feels disadvantaged through an alleged inappropriate temporary or casual engagement, the procedure as outlined in Clause 3 should be followed.

5.19 Introduction of Changes

This clause 5.19 shall apply to all employees.

5.19.1 Employer's Duty to Notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their nominated representative.
- (b) "Significant effects" includes 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 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. Where the Enterprise Agreement makes provision for alteration of any of these matters an alteration shall be deemed not to have a significant effect.

5.19.2 Employer's Duty to Consult over Change

- (a) The employer shall consult the employees affected and, if requested by the employee, their nominated representative about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g.. by finding alternate employment). The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (b) The consultation must occur as soon as practicable after making the decision referred to in 5.19.1(a).
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, if requested by the employee, their nominated representative, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee, and any other matters likely to affect the employee, provided that the Employer shall not be required to disclose information about other employees unless those employees request that it be provided, or confidential information, the disclosure of which would be adverse to the College interests.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative,
 the employer must recognise the representative.

5.19.3 Employers' duty to notify about changes to regular roster or ordinary hours of work

- (a) This sub-clause applies if an employer proposes to introduce a change to the regular roster or ordinary hours of work of an employee/s.
- (b) The employer must notify the relevant employee/s of the proposed change. "Relevant employee/s" means the employee/s who may be affected by a change referred to in sub-clause 5.19.3(a) above.

- (c) The relevant employee/s may appoint a representative for the purposes of the procedures in this sub-clause. If:
 - (i) a relevant employee/s appoints representative for the purposes of consultation; and
 - (ii) the employee/s advise the employer of the identify of the representative,
 the employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) Discuss with the relevant employee/s the introduction of the change; and
 - (ii) For the purposes of the discussion – provide to the relevant employee/s:
 - (A) All relevant information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (B) Information about what the employer reasonably believes will be the effects of the change on the employee/s; and
 - (C) Information about any other matters that the employer reasonably believes are likely to affect the employee/s; and
 - (iii) Invite the relevant employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employee/s.
- (f) The employer must give prompt and genuine consideration to the matters raised about the change by the relevant employee/s.
- (g) Subject to sub-clause 5.19.4, for the purposes of this sub-clause 5.19.3, the employer's educational timetable in respect of academic classes and student activities, which:
 - (i) May operate on a term, semester or school year basis; and
 - (ii) Ordinarily changes between one period of operation and the next; and
 - (iii) May change during the period of operation,
 is not a regular roster.

5.19.4 Variations to Part-Time Teachers' Hours of Work

- (a) Subject to sub-clause 5.19.4(b), details of the contact time, planning and preparation and correction time and other duties will be advised by the employer to a part-time teacher at the commencement of each educational timetable cycle for the School (term, semester or year as applicable).
- (b) Where there is a change to details proposed by the employer under sub-clause 5.19.4(a) above between one period of operation of the employer's educational timetable and the next which directly results in a change to the number of ordinary hours of work of a part-time teacher, the spread of hours over which a part-time teacher is requested to work, or the days over which the part-time teacher is required to work, sub-clause 5.19.3 above will apply.
- (c) Where the employer proposes a change to details as advised under sub-clause 5.19.4(a) above during (within) the period of operation of a particular

educational timetable cycle, then the change will occur by mutual agreement with the part-time teacher. Where mutual agreement is not reached and the employer requests a part-time teacher to:

- (A) undertake additional hours in excess of those specified under sub-clause 5.19.4(a); or
- (B) to attend work upon a day other than that scheduled for that part-time teacher for the duration of a particular educational timetable cycle as advised under sub-clause 5.19.4(a),

then the employee will receive payment for such additional hours or Attendance at the employee's specified hourly rate.

5.20 Redundancy

5.20.1 The parties recognise that redundancy is not a common occurrence within Lutheran schools. However, where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and the employee has not been offered a comparable position at the School or alternative employment acceptable to the employee, a redundancy will be declared.

5.20.2 Where redundancy is determined the employer shall notify and consult with employees, who may be affected by the proposed redundancy, and their union. Support including pastoral care shall be made available as part of the process.

5.20.3 Full-time and part-time employees affected by redundancy shall be entitled to:

- (a) Accrued annual leave.
- (b) Long service leave accrued in accordance with the provisions of this Agreement.
- (c) Where an employee believes they may gain employment within the Lutheran Education System in Australia within three (3) months of the redundancy, they may request that their accrued benefits for Long Service Leave and Sick Leave be frozen and then be transferred to their new employer provided that further employment is entered into within three (3) months from the date of termination. In the event that they do not gain employment during the three months, long service leave will be released and paid subject to the provisions of this Agreement.
- (d) A severance benefit of two (2) weeks for each year of service for employees with at least one (1) year of service and a proportionate amount for an incomplete year of eligible service, paid at the employee's substantive level to a maximum of 30 weeks, provided that no employee will receive less than they would have received under the National Employment Standards. Under the National Employment Standards, the relevant minimum severance benefit entitlements for the purposes of this Agreement are:

(i) for employees with at least one (1) year but less than two (2) years' continuous service with the employer	4 weeks
(ii) for employees with more than two (2) years' but less than three (3) years' continuous service with the employer	6 weeks
(iii) for employees with more than three (3) years' but less than four (4) years' continuous service with the employer	7 weeks
- (e) A continuing part-time employee whose position is declared redundant shall be entitled to the same benefits as a full-time employee provided that a year of service is calculated on the total full-time equivalent years of service.

- (f) Notwithstanding clause 5.20.3(d) where an employee has more than 15 years service the employee and their union (where relevant) will enter into discussions with the employer to negotiate a package which would recognise that longevity of service.

5.21 Outsourcing

If an “in principle” decision is made by the employer 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.

Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave.

5.22 Nurses – Reclassification Process

- 5.22.1 An employee nurse 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. Save for exceptional circumstances, no employee nurse shall be permitted to seek a reclassification of their position on more than one (1) occasion in a 12 month period.
- 5.22.2 The employee nurse shall make any such Request for Reclassification, in writing, to the principal.
- 5.22.3 The principal shall consider the Request for Reclassification and notify the employee nurse in writing of the decision regarding the employee nurse’s request.
- 5.22.4 If after receiving the principal’s notification, the employee nurse believes that their position has not been classified at the correct level, the employee nurse may apply for a review of that decision. In this case the employee nurse shall make written application for a Review of the Classification to the principal.
- 5.22.5 Where the principal receives a Review of Classification application, the principal shall advise Lutheran Education Queensland (LEQ) in writing that an application has been received.
- 5.22.6 An independent review shall then take place through a panel mechanism. The panel shall be made up of three (3) representatives agreed to by the principal, LEQ and the employee nurse. Where the employee nurse is a union member, he/ she may request that one of the panel members be an experienced officer or nominee agreed to by the Queensland Nurses Union.
- 5.22.7 The joint review will seek to reach a consensus position and make a recommendation to the principal. The employee nurse will be advised in writing of the outcome of this review.

If an agreed outcome can not be reached between the employer and the employee nurse, the employee nurse may refer the matter for resolution under the Procedures for Preventing and Settling Disputes contained in clause 3 of this Agreement.

5.23 Nurses – Meal Allowance

- 5.23.1 A nurse who is required to remain on premises during meal times will be entitled, at no cost to the nurse, to a meal provided by the employer.

- 5.23.2 This clause shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause 5.1.5 of the Nurses Award – State 2005 attached as Annexure I to this Agreement.

5.24 Reclassification Process for School Officers

- 5.24.1 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 12 month period.
- 5.24.2 The employee shall make any such Request for Reclassification, in writing, to the principal.
- 5.24.3 The principal shall consider the Request for Reclassification and notify the employee in writing of the decision regarding the employee's request.
- 5.24.4 If after receiving the principal'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 principal.
- 5.24.5 Where the principal receives a Review of Classification application, the principal shall advise Lutheran Education Queensland (LEQ) in writing that an application has been received.
- 5.24.6 An independent review shall then take place through a panel mechanism. The members of the Review Panel will have substantial experience in the classification structure of school officers. The panel shall be made up of three representatives agreed by the parties to this Agreement. Where the school officer is a union member, he/she may request that one of the panel members be an experienced officer or nominee from IEUA-QNT.
- 5.24.7 The joint review will seek to reach a consensus position and make a recommendation to the principal. The school officer will be advised in writing of the outcome of this review.
- 5.24.8 If an agreed outcome cannot be reached between the employer and the employee, then the employee may refer the matter to the Fair Work Commission in terms of the Grievance Procedure.
- 5.24.9 The provisions of this clause 5.24 will be in addition to the provisions of clause 5.1.1 of the School Officers' Award – Non-Governmental Schools attached as Annexure F.

5.25 Classification Structures – School Officers

5.25.1 Classification Levels

The parties agree that the classification levels contained in Clause 5.1.5 of the School Officers Award – Non Governmental Schools attached as Annexure F are amended by Schedule 10 of this Agreement.

5.25.2 Partial exemption

- (a) As an alternative to being subject to all clauses of the School Officers Award – Non Governmental Schools attached as Annexure F, a full-time school officer who is classified at, or who is remunerated at or above, Level 7 may mutually agree in writing with the employer not to be bound by Part 6

(namely: Hours of Work, Breaks, Overtime, Shift Work, Weekend Work) of that Award.

- (b) A copy of the terms of the agreement will be supplied to the employee.
- (c) There will be taken to be mutual agreement for the purposes of sub-clause 5.25.2 (b) if an employer employed a school officer and remunerated that employee at a level in excess of the highest award rate prescribed in the School Officers Award – Non Governmental Schools attached as Annexure F prior to the operative date of this Agreement.
- (d) The overall terms and conditions of employment agreed under this sub-clause 5.25.2 must be no less favourable than the provisions of this Agreement as a whole and the employee shall not be disadvantaged by the agreement, taking into consideration the Agreement rate the employee would otherwise have been paid had the employee not entered into such agreement.
- (e) For any agreement entered into under this sub-clause 5.25.2 and, in accordance with section 535 of the *Fair Work Act 2009* (Cth), there will be no requirement for the employer to keep particulars of the employee's starting and finishing times each day.
- (f) If an employee considers that the employee has been disadvantaged by the agreement, this issue must be addressed between the employer and employee in the manner prescribed in clause 3 procedures for Preventing and Settling Disputes. No claim for unpaid wages may be made until the grievance and dispute settling procedure under this Agreement has been concluded.
- (g) If an employee subject to an agreement under this sub-clause 5.25.2 is required to work on a public holiday, the employee and the employer may agree to the employee being entitled to either: time of in lieu of the time worked on the public holiday, to be taken at a mutually agreed time; or extra time (equal to the time actually worked on the public holiday) added to the employee's annual leave entitlement.

5.26 School Officer Career Path

The parties agree that Clause 5.2 Incremental Advancement of the School Officers' Award Non-Governmental Schools attached as Annexure F will be amended as follows:

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. The Employer will not unreasonably withhold progression and will use due process.

For the purposes of establishing the entitlement of an employee to a yearly pay increment a year's service shall constitute 1976 hours of duty.

Progression from one level to a higher level will occur either:

5.26.1 By appointment to such higher level as a result of vacancy at that level, or

5.26.2 When the employer requires an employee to perform at a higher level in accordance with the classification criteria set out in clause 5.1.2 of the School Officers' Award Non-Governmental Schools attached as Annexure F, or

5.26.3 When a level 2 employee has:

- (a) obtained a formal qualification at Certificate Level III or above relevant to their work, and
- (b) possesses first aid certificate, and

(c) spent a minimum of 12 months on the highest increment of Level 2, such an employee shall be appointed to Level 3.

5.26.4 The parties acknowledge that employees may have gained skills and competencies in a range of contexts including on the job. Therefore Recognition of Prior Learning (RPL) Recognition of Current Competencies (RCC) may be utilised by the employee in gaining formal qualifications.

5.26.5 An employee may be appointed to a higher level within the classification structure without having progressed through all pay points within a lower level.

5.27 Health Check Leave – Use of Sick Leave

The employer recognises the difficulty for some employees in attending medical appointments. In an effort to assist such employees, employees with forty (40) or more days of accumulated sick leave shall be entitled to use one (1) day per annum of their sick leave to attend a specialist medical practitioner for specific medical advice and/or treatment of a preventative nature. The employee shall, where practicable, give the employer two (2) weeks notice prior to taking health check leave and the employer may require proof of such an appointment.

5.28 Vocational Education

5.28.1 Where it is necessary to visit and monitor student learning in the workplace and where this takes place outside of normal working hours, the VET employee shall keep a log of such visits and will be compensated by equivalent time-in-lieu in an agreed block of no less than one half day.

5.28.2 Where an employee incurs approved expenses while undertaking their professional duties such expenses will be reimbursed to the employee upon presentation of a receipt, invoice or telephone log. Expenses may include items such as home telephone use, vehicle expenses, resource provision and training.

5.28.3 Where an employer requires an employee to gain accreditation through industry placement to teach specific VET units, such directed industry experience will be at the cost of the employer and take place in school time or if undertaken in the employee's time then appropriate time-in-lieu shall be negotiated prior to undertaking the relevant industry placement.

5.29 Occupational Health & Safety

5.29.1 Queensland Lutheran School employers are committed to the implementation of the *Work Health & Safety Act 2011* and the provision of a safe and healthy work environment for employees, students, contractors and visitors.

5.29.2 The obligations of the *Work Health & Safety Act 2011* or any replacement legislation apply to each individual school. In addition to obligations under that legislation, Queensland Lutheran School employers are encouraged to promote a safer workplace by giving consideration and support to: Committees and Representatives; Risk Assessment Audits and procedures to identify, prevent and respond to Harassment in the Workplace

5.29.3 In addition to any initial documentation and training provided to employees during induction, Queensland Lutheran School employers will provide ongoing information, instruction, training and supervision consistent with the workplace health and safety requirements specific to the duties undertaken by the employees.

5.30 Workplace Harassment

The employer agrees to ensure that each school complies with the prevention of Workplace Harassment Advisory Standard 2004 or such replacement standard as may be implemented from time to time.

5.31 Complaints Handling Policy and Procedures

5.31.1 The parties acknowledge that the employing authorities have adopted a Complaints Handling Policy and Procedures Document ("Policy and Procedures Document") to cover situations where complaints are made against staff by an employee, parent, student or other school or wider community member.

5.31.2 The parties recognise that the Policy and Procedures Document is not intended for use in situations where allegations relating to child protection, serious misconduct, unsatisfactory performance, any mandatory complaints handling processes applicable under federal and/or state funding agreements or funded programs or accidents/ incidents more appropriately dealt with under the School's Incident Recording and Reporting and Incident Investigations procedures are involved. Complaints relating to matters of this nature should be dealt with under the specific School policy/ies in place relating to such matters.

5.32 State and National Representation

Employees may apply for unpaid leave where they are selected for sporting representation at a state or national level. The granting of such leave will be at the discretion of the principal.

5.33 Workplace Amenities

Workplace amenities are to conform to Workplace Health and Safety standards.

5.34 Outdoor Education

The terms and conditions of employment for employees in Lutheran Schools outdoor education centres are detailed in Schedule 14 of this Agreement.

5.34.1 The parties acknowledge the employees in the outdoor education centres in Queensland Lutheran Schools will be paid in accordance with Schedule 3 of this Agreement.

5.34.2 Where an employee is currently paid in excess of Schedule 3 Rates of Payment: Wages and Allowances, such an employee will continue to receive the higher rate of payment and all percentage increases identified in this Agreement in Clause 4 Wages will apply.

5.34.3 The parties acknowledge that as centres undertake employment of teachers each outdoor education centre will negotiate the teacher's salary and conditions based on the Lutheran Working Arrangements for Teachers but adapted to suit each outdoor education centre.

5.35 Use of Support Staff

At each school, principals will give annual consideration to ways of utilising non-teaching staff to relieve teachers of non-curricular duties. In addition to curriculum support, such areas as yard duty, attendance records, collation of reports, bus duty, exam supervision, the collection of money may be considered.

This clause is subject to the following conditions:

- 5.35.1 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.
- 5.35.2 No fundamental change in the nature of an employee's duties shall occur under this clause without reasonable consultation, notice and training.
- 5.35.3 Where an employee believes they cannot perform the functions requested by the employer in accordance with a change in duties under this clause, they may apply for a voluntary redundancy.
- 5.35.4 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.

5.36 Multiple Contracts of Employment – School Officers

- 5.36.1 Application of this clause
 (a) This clause 5.36 applies only to non-teaching staff.
 (b) An employee may only be employed on multiple contracts of employment in accordance with the provisions of this clause 5.36.
- 5.36.2 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 covered by this Agreement.
- 5.36.3 Where an employee subject to this clause is employed for a total number of hours which are in excess of the maximum ordinary hours per week permitted for a full time employee under this Agreement, overtime payment shall apply.
- 5.36.4 An employee may only be employed on separate and distinct contracts on a voluntary basis.
- 5.36.5 Where an employee is employed on separate and distinct contracts of employment, that employee will be paid for the subject work at the applicable rates prescribed by this Agreement for each category of work.
- 5.36.6 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.
- 5.36.7 The employment of an employee on separate and distinct contracts must be recorded in writing and signed by the employee.

5.37 Averaging Salaries Over the Year for Term Time Employees

By agreement between the employer and employee involved, such agreement not to be unreasonably refused, term time employees' salaries may be averaged over the year. The salary component (excluding annual leave and loading shall be):-

$$\frac{\text{Weeks to be worked} \times \text{Weekly Rate}}{\text{Pays to year end}}$$

Where:

- Calculated weekly rate = Applicable rate determined by relevant Award (see sub-clause 1.3.2) and / or Agreement and reduced proportionately where the part time employee works less than 38 hours per week.
- Weeks to be Worked = Projected number of weeks to be worked by the employee to the year end.
- Pays to Year End = number of pays to the end of year excluding the last 4 weeks.
- Annual leave and loading shall be paid to the employee at the end of the last term and is calculated as follows:-

$$\frac{\text{Calculated Weekly Rate} \times 4 \times \text{Weeks Worked}}{52}$$

plus 17.5% loading

5.38 School Officers Undertaking Higher Level Duties in an Acting Capacity

School Officers who are offered positions in an acting capacity may be remunerated at the level of the acting classification, if they undertake all of the duties required of that classification. If all of the duties are not undertaken in the acting capacity a negotiated outcome may be required for the employee in that acting capacity for the duration of the appointment.

The acting capacity would need to be for a duration of five (5) days or more.

5.39 School Officers - Camps

5.39.1 In the event of a School Officer being directed to attend a camp, the School Officer is entitled to be paid an overtime payment at the applicable rate as specified in the School Officers' Award – Non-Governmental Schools (Annexure F) for any authorised work performed on account of the camp outside or in excess of the school officer's ordinary or rostered hours, or time off in lieu instead of an overtime payment, as determined by the employer in consultation with the School Officer.

5.39.2 Overtime taken as time off in lieu during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

5.39.3 The final decision as to whether payment is made at the rate specified in sub-clause 5.39.1 above for work performed outside or in excess of the school officer's ordinary or rostered hours, or time off instead of payment is provided to an employee directed to attend a school camp rests with the employer.

5.39.4 Where a School Officer is required to sleepover as part of their directed duties at a camp, the sleepover allowance shall be payable at the rate specified in Schedule 3A of this Agreement.

5.40 School Officers – Special Projects

5.40.1 The employer is committed to providing a mechanism by which eligible school officers can be recognised in circumstances where a school officer's skills, industry knowledge and initiative are applied in respect of a special project.

5.40.2 An "eligible school officer" is a school officer who has had at least one year's continuous service with the employer.

5.40.3 A "special project" is work that the employer requests the school officer to carry out on a short-term/temporary basis (that is, for a defined period up to and including 3 months) which is separate to and distinct from the work carried out by the school officer as part of his/her usual functional position.

5.40.4 A special project will only be performed where the employer requests, and the school officer agrees, to carry out the work.

5.40.5 The parties agree that the mechanism in this clause 5.40 does not form part of the school officers' classification structure, and as such, the mechanism is not a "position" for the purposes of clause 5.24 Reclassification Process for School Officers or clause 5.38 School Officers Undertaking High Level Duties in an Acting Capacity.

- 5.40.6 The request by the employer and the agreement by the school officer to carry out work on a special project must be recorded in writing and signed by both the employer and school officer prior to the special project commencing.
- 5.40.7 The written agreement between the employer and school officer must record the following:
- (a) a description of the special project;
 - (b) the commencement and end dates of the special project; and
 - (c) the skills, industry knowledge and initiative to be applied by the school officer when carrying out the work on the special project.
- 5.40.8 Where the School Officer carries out a special project in its entirety, the School Officer will receive the School Officer Special Project Allowance contained in Schedule 3 for the duration of the special project. However, where the School Officer carries out only a proportion of a special project consistent with their employment status (eg part-time/ term time), then the School Officer will receive payment of the School Officer Special Project Allowance on a pro rata basis.

5.41 Recognition of Service – School Officers

- 5.41.1 The provisions of this clause 5.41 replace the provisions of clause 5.3 (Recognition of previous service for salary purposes) of the School Officers Award – Non-Governmental Schools 2003 attached as Annexure F. Therefore, this clause is to be used to determine the incremental slip within the classification level in accordance with clause 5.1.1 (c) of the School Officers' Award Non-Governmental Schools attached as Annexure F.
- 5.41.2
- (a) 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.
 - (b) 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 of the work to the position to which the employee has been appointed.
- 5.41.3 The provision of documentary evidence of previous employment as a school officer will be the responsibility of the employee.
- 5.41.4 Only service in the ten (10) years prior to the date of application will be considered for recognition.
- 5.41.5 Employees who commence after 1 July 2007 may make application for the recognition of service in accordance with this clause and must submit any application, together with supporting documentation, within 6 months of commencing employment. Where such service is recognised the recognition will be back dated to the date of commencing employment.
- 5.41.6 As provided in sub-clause 5.8.2 of this Agreement, at the time of appointment, all new employees will be given a document detailing the requirements with regards to timely notification of previous relevant service.

5.42 Boarding Schools Supervision Staff (House Parents, Senior Residents, Junior Residents)

The terms and conditions of employment for Boarding Schools Supervision Staff (House Parents, Senior Residents, Junior Residents) employed in Queensland Lutheran Boarding Schools are detailed in Schedule 16 of this Agreement.

5.43 Continuous Improvement

The parties to this Agreement are committed to co-operating positively to identify and implement further efficiency and effectiveness initiatives agreed to at the school level.

6. CONSULTATIVE ARRANGEMENTS

6.1 Preamble

Extensive consultation has taken place in the negotiation of this Agreement and the parties agree that continuous improvement in efficiency and effectiveness will benefit from the support of or establishment of effective on-going consultative mechanisms.

6.2 Role of SBU and Unions

The Single Bargaining Unit (SBU) shall be convened as a Consultative Committee to address issues and provide advice to schools regarding matters which may arise from this Agreement.

The Unions signatory to this Agreement shall be entitled as parties to the Agreement to representation on consultative committees formed in accordance with this clause.

Subject to Clause 1.8 No Further Claims, this unit will be responsible for reviewing the implementation of the Agreement and will meet at the request of either the employee representatives and their unions or the Lutheran Church of Australia Queensland District.

6.3 Consultation and Committee Arrangements

The parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of Lutheran schools. The parties also accept that according to the authority and responsibility structures of Lutheran schools, final decision making remains the prerogative of each school's governing council as exercised through its chief executive, the head or principal of the school. However, in coming to decisions, each head or principal is committed to a process of consultation with employees.

The parties recognise effective consultation enhances planning, prevents disputes and improves employee morale, benefiting both schools and employees.

In committing to effective consultation the parties acknowledge the requirements of an atmosphere of mutual trust and co-operation. The overall purpose of consultative mechanisms is to provide an environment for greater two-way communication and in doing so, establish consultative mechanisms in which employees are able to participate in discussions on matters which affect their wellbeing, work practices, organisation and structures within the school and the implementation of this Agreement.

Specifically the parties recognise that employees have particular interest in issues such as working arrangements and conditions, workloads, health and safety and future plans for the development of the school.

The parties acknowledge also that consultation structures in the schools will vary according to the size and setting of the school. Each school will have in place a number of structures in order to advise the head or the principal in his/her decision-making responsibility in the

school. However effective consultation between employers and employees is dependent on the following principles:

- A commitment by all parties to participate;
- Co-operation and consultation prior to decisions being made;
- Effective communication processes within the school;
- Training / induction which educates members in the roles and responsibility of membership of the relevant Committee;
- Regular meetings;
- Employees determining who represents them;
- Either party being able to call meetings of the relevant Committee or group.

The following forms of consultation may be implemented in Lutheran schools in Queensland where mutually agreed upon as being feasible and desirable by head/principal and staff:

- 6.3.1 Regular meetings of staff and committees.
- 6.3.2 Executive Committee of Senior Staff who meet regularly to advise the head/principal on school matters.
- 6.3.3 Employee meeting which meets independently of the head/principal on a regular basis to discuss and make representations to the head/principal on matters affecting employees.
- 6.3.4 The IEUA-QNT School Chapter.
- 6.3.5 Any other committee or work groups set up from time to time by the head/principal for a specific purpose.
- 6.3.6 Various committees or officers appointed according to government legislation (e.g. Workplace Health and Safety Committee).

6.4 Consultation and Considerations – Workload

When allocating duties and apportioning workloads to teachers, the head/principal will:

- 6.4.1 ensure consultation with teachers in an effort to arrive at a situation of optimum satisfaction to all parties. While heads / principals will have the final say in the matter, they will seek to meet the professional requests of teachers;
- 6.4.2 strive to arrive at equitable amounts of work for each teacher. Consideration will be given to such issues as class sizes, marking loads, preparation needs in various subject areas and year levels, maintenance of equipment, timing of assessment and reporting etc.;
- 6.4.3 take into consideration the total commitment of each person to the life of the school. Where teachers are required by the head/principal to accept extra responsibility in the school a form of compensation will be negotiated prior to the commencement of the activity;
- 6.4.4 where curriculum change or curriculum related assessment and reporting change occurs in a school and the head/principal or the head/principal's delegate (for example, head of department or deputy principal), reasonably anticipates that such change will have a significant adverse effect upon the current workload of one or more teachers, the school will provide an appropriate level of time release and/or other resource support to the affected teachers over and beyond the programmed non-contact time provided in sub-clause 4.3.2 of Schedule 7 – Working Arrangements for Teachers in Lutheran Schools having given consideration to resource standards in the industry. Examples of significant curriculum change would be QCAR initiatives, National Curriculum initiatives, student performance standards and a restructure of the curriculum;
- 6.4.5 In particular, implementation of significant change identified in 6.4.4 above will be subject to the following communication protocol:
 - (a) The head / principal will consult with all teachers potentially affected by the proposed change, and develop, in consultation with the teachers whose workload is affected by the change, a work impact statement outlining:
 - (i) the current situation, proposed change and rationale for the change;

- (ii) anticipated timeline for the introduction or establishment of the change;
 - (iii) who will be affected by the proposed change and how they will be affected, including what physical and non physical resources will be required to implement the proposed change;
 - (iv) if workload issues and/or resources needs are identified in regard to the implementation of the proposed change the statement will provide information as to how and when the issues will be addressed prior to commencement of the change.
- (b) While principals will have the final say when developing the work impact statement, they will seek to meet the professional requests of teachers.

7. NON SALARY BENEFITS

7.1 Pay Advice

- 7.1.1 The parties agree to implementation of measures to provide all employees with pay advice showing the following:
- (a) ordinary wage rate and the amount paid at that rate;
 - (b) overtime wage rate and the amount paid at that rate;
 - (c) gross wage paid;
 - (d) net wage paid;
 - (e) details of any deductions made from the wage;
 - (f) the amount of contribution paid to the superannuation fund.

Where the software used by the school can incorporate the salary band and step and accrued Sick Leave and Long Service Leave of the employee, at no additional cost to the school and with minimal disruption, then this information shall also be included on the employee's pay envelope or advice. Where this is not an option, staff can independently request this information from the Bursar/Business Manager/Payroll Officer, subject to the proviso that this information is not requested more than twice in a school year.

7.2 Salary Sacrifice into Superannuation Funds

- 7.2.1 Employees are permitted to elect to salary package up to the maximum amount determined by the Australian Tax Office into an approved superannuation fund. Where the employee submits such a request in writing to the employer, the employee's before tax salary shall be reduced by an amount equivalent to the elected superannuation contribution.

This clause is subject to the following provisos:

- (a) Contribution may only be made to the funds set out in Clause 7.3, unless otherwise agreed between the employer and employee;
- (b) It is expected that each employee shall seek independent financial advice before accepting an agreement to salary sacrifice;
- (c) The contribution is expressed as a dollar or percentage amount of ordinary time earnings;
- (d) Such salary packaging arrangements shall be made available to all employees with the exception of casual employees and those employed on fixed term contracts for less than a school year;

- (e) The terms of the agreement shall be committed to writing and signed by the employer and the employee;
- (f) A copy of the signed agreement shall be held by the employer and a copy provided to the employee;
- (g) This arrangement may only be altered once per annum;
- (h) In the event of changes to the Fringe Benefits Tax or P.A.Y.G. Tax legislation, which detrimentally affects the employer or the employee, the arrangement to salary sacrifice into superannuation funds may be terminated by either party.

7.2.2 Salary Packaging

An employee may apply to their employer to enter into salary sacrifice arrangements for items other than superannuation. The considerations given to such applications will be guided by the following principles:

- (a) as part of the salary package arrangements, the cost of administering the package, including fringe benefits tax, are met by the participating employee;
- (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
- (c) increases or amendments in taxation are to be passed on to employees as part of their salary package;
- (d) employee must provide the employer with a written statement indicating they have taken financial advice prior to taking up a salary package;
- (e) there will be no significant administrative workload or other ongoing cost to the employer; and
- (f) The maximum amount allowable for salary packaging purposes shall be the amount determined by the Australian Taxation Office.

7.2.3 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.

7.2.4 Salary packaging arrangements may be altered once per annum.

7.3 Superannuation

7.3.1 For the life of this Agreement, employees will be offered a choice of up to two superannuation funds into which compulsory employer superannuation contributions are to be made. Currently the two fund choices are:

- (a) The Lutheran Church of Australia Staff Superannuation Fund.
- (b) The Queensland Independent Education and Care Superannuation Fund (QIEC Super).

7.3.2 Where an employee has not exercised a choice in relation to the funds identified in 7.3.1 within 28 days of commencing employment, the employer will make superannuation payments to the Queensland Independent Education and Care Superannuation Trust.

7.3.3 Lutheran employers recognise that an increased employer contribution combined with an employee co-payment, delivers a substantial benefit to the employee's superannuation savings.

7.3.4 The parties recognise that any additional superannuation contribution from employees is a matter of employee choice within the options available. The payment to be made by the employer will be subsumed into any payment mandated by Superannuation Guarantee Charge legislation, if any such payment is mandated.

7.3.5 The employer shall make available to all employees the following as of the first full pay period on or after:

- 1 September 2004 10.75% employer contribution for a 2% employee contribution
- 1 September 2005 11.75% employer contribution for a 4% employee contribution
- 31 December 2005 12.75% employer contribution for a 5% employee contribution

Should an employee elect to make a lower co-contribution than that identified in Clause 7.3.5 (a) such a contribution should reflect the following schedule of employer contribution:

Employee Contribution	Employer Contribution
1%	9.75%
2%	10.75%
4%	11.75%
5%	12.75%

7.3.6 An employee's voluntary superannuation co-payment may be before tax in accordance with the salary sacrifice provisions (Clause 7.2).

7.4 Personal / Carer's Leave and Compassionate Leave

An employee's entitlement to personal/carer's leave is subject to the following conditions:

- 7.4.1 All employees are entitled, as a minimum, to personal/carer's leave and compassionate leave in accordance with the National Employment Standards.
- 7.4.2 Subject to clause 7.4.3, all employees shall from 1 July 2004 accrue personal/carer's leave at the rate of ten (10) days for each full year of completed service.
- 7.4.3 Part time employees shall accrue personal/carer's leave on a proportional basis, based on hours of service.
- 7.4.4 **Compassionate Leave:**
An employee, other than a casual employee, is entitled to two (2) days paid compassionate leave for each occasion (*a permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life, or dies, in accordance with the National Employment Standards. For casual employees, compassionate leave is unpaid leave.
- 7.4.5 **Teachers:**
Notwithstanding the above, teachers who are currently receiving an entitlement to personal leave greater than 10 days per annum shall be entitled to continue to access the greater yearly entitlement. However, leave taken in any one year for teachers will firstly be taken from the 10 day entitlement, next from the greater entitlement and finally, from the accrual.
- 7.4.6 Personal / Carer's Leave entitlements for all staff in Lutheran Schools in Queensland shall be fully portable within Lutheran Schools throughout Australia.
- 7.4.7 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 and/or need to provide care or support.
- 7.4.8 Unpaid leave may be accessed by an employee to continue to care and support a household or an immediate family member who is terminally ill or has a critical or severe injury or illness or a debilitating disease which will require a period of care and support if necessary by agreement with the employer. An employer may request a doctor's certificate indicating the nature of the illness and/or the need for ongoing care and support.
- 7.4.9 **Bereavement Leave:**
Leave of absence of up to three (3) days on full pay will be granted to employees (excluding casual employees) at the discretion of the principal on account of the

death of the employee's spouse, child, father, mother, brother, sister, grandfather or grandmother; or the employee's spouse's child, father, mother, brother, sister, grandfather or grandmother.

7.5 Long Service Leave

7.5.1 All employees in Lutheran Schools in Queensland shall accrue an entitlement to Long Service Leave at the rate of 1.3 weeks per year for each completed year of full-time continuous service or pro-rata as the case may be, subject to the following implementation dates:

- (a) For staff other than teachers, the entitlement to Long Service Leave that accrued prior to 1 January 1998 was at the rate of 0.8667 for each year of completed full-time service or pro-rata as the case may be.
- (b) Long term casual staff (as defined by the Industrial Relations Act 1999), other than teachers, began to accrue Long Service Leave entitlement at the rate of 0.8667 for each year of completed full-time service on a pro-rata basis, from 23 June 1990 to 1 January 1998.
- (c) For Teachers, from 1 January 1987 the entitlement to Long Service Leave began to accrue at the rate of 1.3 weeks per year for each completed full-time year of service or pro-rata as the case may be.
- (d) Staff will be able to access Long Service Leave after completing 7 years continuous service on the basis that service prior to 1 January 1998 is to accrue at the rate applicable at the time.

7.5.2

- (a) The time of taking Long Service Leave shall be subject to agreement between the employer and employee.
- (b) Where the period of long service leave is less than a school term (nominally ten (10) weeks), that leave should, wherever possible, be taken wholly within the school term period.
- (c) Non-teaching term time employees may choose to access accrued long service leave during periods of unpaid leave, including school vacations.

7.5.3 Employers reserve the right to require employees to take their long service leave (a minimum of four weeks – maximum of 13 weeks) within 2 years of 13 weeks entitlements having been accrued. Special circumstances will be taken into consideration in requests for deferral of this requirement.

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

7.5.5

- (a) Long Service Leave is portable throughout Australian Lutheran Schools.
- (b) From 1 March 2007 an employee will be able to access their accrued leave at half pay. In these circumstances the employee will be entitled to double the period of leave which would otherwise be applicable.
- (c) Paying Out of Long Service Leave

As Long Service leave is designed to ensure long-term staff receive a break from service, the preference in Lutheran schools is for employees to access Long Service leave when Long Service Leave is due to them.

7.5.6 Notwithstanding 7.5.6(b) special circumstances may arise where it is preferable for an employee and employer to pay out all or part of an employee's Long

Service leave entitlement when it falls due, without the employee accessing the corresponding leave. Such payment would be subject to:

- (a) an application by the employee for the payout of long service leave and the employer and employee both agreeing in writing to the payout out of the Long Service Leave;
- (b) while an application may be made by an employee for the payout of long service leave, approval for such a payout is at the discretion of the employer;
- (c) where agreement is reached to pay out long service leave, superannuation at the current legislated rate will be payable;
- (d) the employee having the right to salary sacrifice the amount of long service leave or a proportion of the agreed payment to superannuation.

7.5.7

- (a) An employee may request to have a period of long service leave re-credited and accrued sick leave used for a period of incapacity while on long service leave subject to the employee being entitled to have the period of long service leave re-credited in accordance with sub-clause 7.5.7(b) below.
- (b) An employee is entitled to have the period of long service leave re-credited where the employee suffers incapacity (that is, an illness or injury that would make them unfit for work for at least ten (10) calendar days duration) and the request is accompanied by a medical certificate applicable for that period.
- (c) Only the number of working days upon which an employee is sick during a relevant period of long service leave will be re-credited to the employee's long service leave accruals in accordance with sub-clause 7.5.7(b).
- (d) Where an employee has a period of long service leave re-credited in accordance with this sub-clause, the actual period of absence from work will not normally be extended.

7.6 Parental Leave

7.6.1

An employee is entitled to unpaid parental leave subject to the provisions of the National Employment Standards (NES), provided that the following provisions shall also apply.

7.6.2 Paid Parental Leave – Entitlement

- (a) Where an employee is eligible for parental leave in accordance with sections 70 to 74 of the NES, excluding concurrent parental leave, the employee shall be entitled to the first fourteen (14) weeks of the leave taken as paid leave, provided that, in the case of a teacher, the period of paid leave will not include any school vacation time.
- (b) An employee may elect to take the leave referred to in sub-clause 7.6.2(a) above as 28 weeks' parental leave at half pay. This will not extend the total entitlement to paid and unpaid leave beyond the provisions of the NES.
- (c) For the avoidance of doubt, the first portion of an employee's absence on leave shall be the paid portion under this clause 7.6.
- (d) Notwithstanding the provisions of sub-clause 7.6.2(a) and (b) above, where an employee couple wish to share the parental leave referred to in sub-clause 7.6.2(a) and both are employees of the same school, they may share the paid leave under sub-clause 7.6.2, provided that the following conditions are met:

- (i) In the case of the birth mother taking parental leave, the minimum period of paid leave following the birth of the child shall be six (6) weeks;
- (ii) The employee taking the leave is the primary care giver for the child over the period of the leave and where the second member of the employee couple is to commence leave as the primary care giver, it shall be on the basis that the first member of the employee couple is returning to their pre-leave position at the school;
- (iii) One (1) member of the employee couple ceases to be the primary care giver in order to return to their pre-leave position at the School, or in the Exceptional Circumstances referred to in sub-clause 7.6.2(d)(vi);
- (iv) At least ten (10) weeks prior to the intended start date for the leave, the school must be provided notice in writing of the period of paid parental leave which both members of the employee will be taking respectively;
- (v) Both members of the employee couple have completed at least one (1) year's continuous service with schools party to this Agreement prior to the commencement date of the first employee's parental leave, and continue to remain employees at the same School for the duration of the paid parental leave period.;
- (vi) In the case of a member of the employee couple who is not the birth mother, that employee be permitted to access the balance of the period of paid parental leave within six (6) weeks of the birth of the child or otherwise earlier than intended, and on shorter notice than ten (10) weeks' notice in "Exceptional Circumstances". Exceptional Circumstances" for the purposes of this sub-clause 7.6.2(d)(vi) are those where an application for a leave change is supported by medical advice from the mother's treating obstetrician or gynaecologist stating that she is suffering from a medical condition which prevents her from being the primary care giver for the child.

7.6.3 Eligibility for Paid Leave

- (a) Subject to the provisions of sub-clause 7.6.2 above, employees who have at least one (1) year's continuous service with Schools party to this Agreement prior to the time of commencement of the leave shall be entitled to paid parental leave;
- (b) Fixed period employees who are eligible for parental leave will be entitled to either fourteen (14) weeks paid leave or, in the case where the remainder of the contract is less than fourteen (14) weeks, payment until the expiration of the contract;
- (c) Where the contract period of a fixed period employee ends during the period of parental leave, that employee will not be entitled to have this contract period extended, nor will they be guaranteed a position to return to following the completion of Parental Leave;
- (d) Where one of an employee couple is on parental leave and successfully applies for a subsequent period of parental leave, that employee, or other member of the employee couple, will be not be entitled to a further fourteen (14) weeks paid parental leave;
- (e) Where either member of the employee couple is on an extended period of leave without pay, and that employee becomes pregnant, no entitlement to paid parental leave would accrue.

7.6.4 Payment for Leave

- (a) The employee shall receive payment based on the normal average weekly earnings for the fourteen (14) weeks immediately preceding the date upon which the first member of an employee couple proceeds on leave. To be clear, where the period of paid parental leave is shared under this clause 7.6, while the salary paid shall relate to the employee taking the leave, the rate shall be calculated on the basis of the average weekly earnings for each employee calculated from the date of the commencement of the first member of the employee couple's leave;
- (b) The employee may request, and the employer may agree, that the payment for the period of paid parental leave will be made at the time of commencing such leave. Where agreement is not reached, the employee/s shall be paid in accordance with the normal fortnightly pay cycle.
- (c) Where an employee/s has received payment in advance for the period of paid parental leave at the time of commencing leave, and the pregnancy subsequently results in a miscarriage or stillbirth, the employee/s shall be entitled to retain such payment, subject to the employee/s remaining on leave for a minimum of fourteen (14) weeks;
- (d) 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 parental leave for the fourteen (14) week period;
- (e) Paid parental leave will be taken as one period and cannot be broken into smaller periods of leave. Furthermore, in the case of an employee couple sharing the parental leave, each employee's leave must be taken in a single continuous period and the second employee's leave must start immediately after the end of the first employee's leave. This sub-clause 7.6.4(e) shall apply even where the Exceptional Circumstances referred to in sub-clause 7.6.2(d)(vi) arise.
- (f) Where it is agreed that, consistent with sub-clause 7.6.4 (b), that an employee will be paid for their parental leave at the commencement of their leave, the employee will receive the following amounts on (or before) the first day of their leave:
 - (i) fourteen (14) weeks paid parental leave;
and for teachers:
 - (ii) *pro rata* payment in lieu of vacation periods in accordance with the provisions for calculating paid vacation periods for fixed term teachers; and
 - (iii) *pro rata* payment of annual leave loading calculated in accordance with the proportion of salary calculation.
- (g) Where the terms of sub-clause 7.6.4 (b) are not relevant and the employee is paid the fourteen (14) weeks paid parental leave in accordance with the normal fortnightly pay cycle, that employee (if a teacher) will receive the following amounts on (or before) the first day of their leave:
 - (i) *pro rata* payment in lieu of vacation periods in accordance with the provisions for calculating paid vacation periods for fixed term teachers; and
 - (ii) *pro rata* payment of annual leave loading calculated in accordance with the proportion of salary calculation.

7.6.5 Paid Parental Leave and Other Entitlements

- (a) The period of paid Parental Leave shall count as service for all purposes, including calculation of the proportion of salary and annual leave loading in accordance with sub-clause 7.6.4(f) above;

- (b) The period of paid Parental Leave shall, in the case of teachers, be exclusive of school vacation periods. For example, where a period of paid parental leave coincides with a paid school vacation period the employee is entitled to be paid for the appropriate proportion of the vacation period and for the parental leave.
- (c) Where the paid parental leave actually taken is less than fourteen (14) weeks, the employee shall only be entitled to be paid for the leave taken.
- (d) The period of paid Parental Leave shall be inclusive of Statutory Holidays that may fall within the period;
- (e) In accordance with the NES, provided that the aggregate of leave does not exceed 52 weeks, an employee may, in lieu of, or in conjunction with Parental 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 Parental Leave shall form part of the aggregate of 52 weeks.
- (f) Except as provided by the NES, paid personal/carer's leave or other paid authorised Agreement absences (excluding annual leave or long service leave) shall not be available to an employee during the period of parental leave.

7.6.6 Part-Time Return to Work

In accordance with the NES, an employee may apply for flexible working arrangements in a range of circumstances, including where the employee is the parent, or has the responsibility for the care, of a child who is of school age or younger. An employee, who under this Agreement is granted parental leave may apply to return to work in a part time capacity or reduced part time capacity and where such leave is granted and the employee returns to their substantive position within two (2) years after the birth of the child, the employee will be entitled to return the position they held before taking parental leave.

7.7 Paternity Leave

The NES provides for the granting of concurrent leave without pay to the employee who is not the employee taking the initial period of parental leave. Where an employee is entitled to this concurrent parental leave in accordance with the NES, (and, in the case of a teacher, the period of leave falls during the school term), up to five (5) days of such leave may be paid leave debited against personal/ carer's leave.

7.8 Jury Leave

- 7.8.1 Where an employee is called for jury service and who is not exempted from that service, the employer will continue to pay the employee their normal wages and applicable allowances while on jury service, conditional on the following documentation:
 - (a) proof of attendance;
 - (b) duration of attendance; and
 - (c) amount received.
- 7.8.2 Any monies received for jury service by the employee will be paid to the employer on receipt.

7.9 Cultural Leave

The parties recognise that specific ceremonies are integral for the culture of indigenous Australians.

It is agreed that up to five (5) days per year (non cumulative) be made available on normal pay for attendance at such events, subject to negotiation with the principal.

Application for such leave must be at least one (1) month prior to the event, with the exception of ceremonies related to bereavement, and supported, if requested by the principal, by documentation outlining the event and its significance to the employee.

7.10 Local Disaster and Emergency Leave

7.10.1 An employee who, because of localised floods, cyclonic disturbances, severe storms, or bushfires (or any other comparable natural disaster or emergency):

- (a) experienced extreme loss or trauma; or
- (b) must, of necessity, remain at home to safeguard the employee's family or property;
- (c) 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; or
- (d) must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or
- (e) 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) 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,

may make a request to the principal for a maximum of five (5) days per calendar year non-cumulative paid leave.

7.10.2 Access to the leave in sub-clause 7.10.1 above will not be unreasonably refused by the principal.

7.10.3 The principal will make every effort to clarify contact and communication procedures to be used at times of emergencies.

7.10.4 The principal may consider additional paid leave in exceptional circumstances or where an employee is affected by more than one disaster or emergency in any one year.

7.10.5 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, member of a Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer or St John Ambulance Volunteer may, by agreement with the principal, access a maximum of three (3) days per calendar year non-cumulative 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* or the *Disaster Management Act 2003*.
- (b) Paid leave is not available for training purposes, however unpaid leave may be granted at the principal's discretion.

8. SIGNATORIES

EXECUTED for and on behalf of
LUTHERAN EDUCATION QUEENSLAND,
 a department of the **LUTHERAN CHURCH**
OF AUSTRALIA QUEENSLAND DISTRICT
ABN 051 602 996 by

)
)
)
)
) In the presence of:



Director
 c/- Level 2, 24 McDougall Street
 Milton Qld 4064

DAVID ANDREW BLISS

Full name of Director



Witness

LISA MAKEE WALKER

Full name of Witness

Solicitor

EXECUTED for and on behalf of
PEACE LUTHERAN CHURCH
GATTON trading as **PEACE**
LUTHERAN PRIMARY SCHOOL
ABN 33 989 430 445 by:

)
)
)
)
) In the presence of:

Chair of Peace Lutheran Primary
 School Council
 c/- 36 East Street
 Gatton Qld 4343

Witness

Full name of Chair Peace Lutheran
 Primary School Council

Full name of Witness

EXECUTED for and on behalf of the
INDEPENDENT EDUCATION UNION OF
AUSTRALIA – QUEENSLAND AND
NORTHERN TERRITORY BRANCH by:

)
)
)
) In the presence of:

[INSERT POSITION]

Witness

Full name of [INSERT POSITION]

Full name of Witness

- (b) Paid leave is not available for training purposes, however unpaid leave may be granted at the principal's discretion.

8. SIGNATORIES

EXECUTED for and on behalf of
LUTHERAN EDUCATION QUEENSLAND,
 a department of the **LUTHERAN CHURCH**
OF AUSTRALIA QUEENSLAND DISTRICT
ABN 051 602 996 by

)
)
)
)
) In the presence of:

 Director
 c/- Level 2, 24 McDougall Street
 Milton Qld 4064


 Witness

 Full name of Director

 Full name of Witness

EXECUTED for and on behalf of
PEACE LUTHERAN CHURCH
GATTON trading as **PEACE**
LUTHERAN PRIMARY SCHOOL
ABN 33 989 430 445 by:

)
)
)
)
) In the presence of:


 Chair of Peace Lutheran Primary
 School Council
 c/- 36 East Street
 Gatton Qld 4343


 Witness

DAVID ALLAN WAAK
 Full name of Chair Peace Lutheran
 Primary School Council

KARIANNE KIM BERLIN
 Full name of Witness

EXECUTED for and on behalf of the
INDEPENDENT EDUCATION UNION OF
AUSTRALIA – QUEENSLAND AND
NORTHERN TERRITORY BRANCH by:

)
)
)
) In the presence of:

 [INSERT POSITION]

 Witness

 Full name of [INSERT POSITION]

 Full name of Witness

8. SIGNATORIES

EXECUTED for and on behalf of
LUTHERAN EDUCATION QUEENSLAND,
a department of the LUTHERAN CHURCH
OF AUSTRALIA QUEENSLAND DISTRICT
ABN 051 602 996 by

)
)
)
)
) In the presence of:

Director
c/- Level 2, 24 McDougall Street
Milton Qld 4064

Witness

Full name of Director

Full name of Witness

EXECUTED for and on behalf of
PEACE LUTHERAN CHURCH
GATTON trading as PEACE
LUTHERAN PRIMARY SCHOOL
ABN 33 989 430 445 by:

)
)
)
)
) In the presence of:

Chair of Peace Lutheran Primary
School Council
c/- 36 East Street
Gatton Qld 4343

Witness

Full name of Chair Peace Lutheran
Primary School Council

Full name of Witness

EXECUTED for and on behalf of the
INDEPENDENT EDUCATION UNION OF
AUSTRALIA – QUEENSLAND AND
NORTHERN TERRITORY BRANCH by:

)
)
)
) In the presence of:

Branch Secretary
[INSERT POSITION]

Witness

Terence P BURKE
Full name of [INSERT POSITION]

Full name of Witness

Branch Secretary

SIGNED for and on behalf of the **Queensland Nurses' Union of Employees and Australian Nursing and Midwifery Federation – Qld Branch**,
106 Victoria Street, West End Qld 4101, by

Signature



10.11.2016

Elizabeth Ruth Mohle

Authority to Sign:

SECRETARY of the above mentioned organisations, which are bargaining representatives of employees to whom this agreement, Queensland Lutheran Schools Single Enterprise Agreement 2016 applies.

Witnessed by:

MELINDA WARLAND

Signature



Date:

10/11/2016

SCHEDULE 1

Schools Bound by the Queensland Lutheran Schools Single Enterprise Agreement

Bethania Lutheran Primary School Glastonbury Drive Bethania Qld 4205	Bethania
Bethany Lutheran Primary School 126 Cascade Street Raceview Qld 4305	Raceview
Concordia Lutheran College 154 Stephen Street Toowoomba Qld 4350 67 Warwick Street Toowoomba Qld 4350	Toowoomba
Faith Lutheran College 132 Link Road Victoria Point Qld 4165	Victoria Point
Faith Lutheran College Faith Avenue Plainland Qld 4341	Plainland
Good News Lutheran Primary School 49 Horizon Drive Middle Park Qld 4074	Middle Park
Good Shepherd Lutheran College 115 Eumundi Road Noosaville Qld 4566	Noosaville
Grace Lutheran College Cnr Anzac Avenue and Mewes Road Rothwell Qld 4022	Rothwell
Grace Lutheran Primary School 38 Main Road Clontarf Qld 4019	Redcliffe
Immanuel Lutheran College Wises Road Maroochydore Qld 4558	Maroochydore
Living Faith Lutheran Primary School Cnr Brays Road and Ogg Road Murrumba Downs Qld 4503	Murrumba Downs
Lutheran Ormeau Rivers District School 68 Mirambeena Drive Pimpama Qld 4209	Pimpama Kawana Waters
Pacific Lutheran College Woodlands Boulevard Birtinya Qld 4575	Cairns
Peace Lutheran College Cowley Street Kamerunga Qld 4870	Gatton
Peace Lutheran Primary School 36 East Street Gatton Qld 4343	Everton Hills
Prince of Peace Lutheran Primary School 20 Rogers Parade West Everton Hills Qld 4053	Rosedale
Redeemer Lutheran College 745 Rosedale Road Rosedale Qld 4133	Biloela
Redeemer Lutheran College Biloela 2 Collard Street Biloela Qld 4715	Andrews
St Andrews Lutheran College 175 Tallebudgera Creek Road Andrews Qld 4220	Hervey Bay
St James Lutheran College Cnr Urraween Road & Pantins Lane Hervey Bay Qld 4655	Bundaberg
St John's Lutheran Primary School 24 George Street Bundaberg Qld 4670	Kingaroy
St John's Lutheran School 84-92 Ivy Street Kingaroy Qld 4610	Caboolture
St Paul's Lutheran Primary School 55 Smith Road Caboolture Qld 4510	Indooroopilly
St Peters Lutheran College 66 Harts Road Indooroopilly Qld 4068	Springfield
St Peters Lutheran College Education City Drive, Springfield Central	Gladstone
St Stephen's Lutheran College 20 Glenlyon Road South Gladstone Qld 4680	Ashmore
Trinity Lutheran College 641 Ashmore Road Ashmore Qld 4214	
(Any other Lutheran Schools created within the Queensland District during the life of this Agreement)	

SCHEDULE 2

“The Teacher in the Lutheran School”

The Lutheran school is an agency of the Lutheran Church of Australia through which the Church seeks to carry out its ministry and mission to the people of Australia.

The specific ministry and mission of the Lutheran school is to provide quality formal education in which the Word of God informs all learning, teaching and activities and where forgiveness and grace govern the relationships of the members of the school community.

In order to fulfil this ministry and mission the teacher in the Lutheran school, as well as being a qualified and competent educator, will be one who is committed to the Christian faith as confessed by the Lutheran Church, is willing to identify with, uphold and promote the Lutheran ethos of the school and who will exemplify and model the Christian life-style in and beyond the school.

The Church will determine from time to time what specific qualifications it requires of teachers to equip them for the ministry and mission of the Church in Lutheran schools. It encourages local school authorities to commission teachers who are appointed to service in a Lutheran school. Every teacher appointed to service who continues to meet the requirements determined by the Church will be an Accredited or Provisionally Accredited teacher in the service of the Church.

(Sourced from Lutheran Church of Australia, Board for Lutheran Schools)

SCHEDULE 3

Rates of Payment: Wages and Allowances

Teachers

Effective first full pay period after* -

Classification	1-Mar-15				1-May-16				1-Jul-17				1-Jul-18			
	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual
	2.70%	Increase			2.20%	Increase			2.70%	Increase			2.70%	Increase		
Band 1																
Step 1	2088.00	54474	34.8000	49.2450	2133.90	55671	35.5650	50.3280	2191.50	57174	36.5250	51.6860	2250.70	58719	37.5120	53.0830
Step 2	2147.30	56021	35.7880	50.6440	2194.50	57252	36.5750	51.7570	2253.80	58799	37.5630	53.1560	2314.70	60388	38.5780	54.5920
Step 3	2219.20	57897	36.9870	52.3400	2268.00	59170	37.8000	53.4910	2329.20	60766	38.8200	54.9340	2392.10	62407	39.8680	56.4170
Step 4	2296.00	59900	38.2670	54.1510	2346.50	61218	39.1080	55.3420	2409.90	62872	40.1650	56.8370	2475.00	64570	41.2500	58.3730
Band 2																
Step 1	2428.60	63359	40.4770	57.2780	2482.00	64752	41.3670	58.5380	2549.00	66500	42.4830	60.1180	2617.80	68295	43.6300	61.7410
Step 2	2541.00	66292	42.3500	59.9290	2596.90	67750	43.2820	61.2480	2667.00	69579	44.4500	62.9010	2739.00	71457	45.6500	64.5990
Step 3	2653.30	69221	44.2220	62.5780	2711.70	70745	45.1950	63.9550	2784.90	72655	46.4150	65.6820	2860.10	74617	47.6680	67.4550
Step 4	2765.70	72154	46.0950	65.2290	2826.50	73740	47.1080	66.6630	2902.80	75731	48.3800	68.4620	2981.20	77776	49.6870	70.3110
Step 5	2877.90	75081	47.9650	67.8750	2941.20	76732	49.0200	69.3680	3020.60	78804	50.3430	71.2410	3102.20	80933	51.7030	73.1650
Band 3																
Step 1	2990.20	78011	49.8370	70.5240	3056.00	79727	50.9330	72.0750	3138.50	81880	52.3080	74.0210	3223.20	84090	53.7200	76.0190
Step 2	3102.50	80941	51.7080	73.1720	3170.80	82723	52.8470	74.7830	3256.40	84956	54.2730	76.8020	3344.30	87249	55.7380	78.8750
Step 3	3214.90	83873	53.5820	75.8230	3285.60	85718	54.7600	77.4910	3374.30	88032	56.2380	79.5830	3465.40	90408	57.7570	81.7310
Step 4	3327.10	86800	55.4520	78.4690	3400.30	88710	56.6720	80.1960	3492.10	91105	58.2020	82.3610	3586.40	93565	59.7730	84.5850
Moderation Allowance	30.80	804			31.50	822			32.40	845			33.30	869		
	20.30	530			20.70	540			21.30	556			21.90	571		
Northern Allowance	11.10	290			11.30	295			11.60	303			11.90	310		
LT1	151.80	3960			155.10	4046	**		222.10	5794	+					
LT1 (1/10/16)					183.00	4773	**+									
LT1 S1 (1/7/18)													145.10	3786	+#	
LT1 S2 (1/7/18)													282.60	7371	+#	
LT2	262.90	6859			268.70	7010			304.70	7949	+		344.50	8988	+	

Casual hours were calculated with a divisor of 53 with 25% loading.

Part-time hours were calculated with a divisor of 60.

*Fortnightly rates represent the rates payable for the purposes of this Agreement. Annual figures are included for information purposes only.

**LT1 paid at \$4,773 per annum from first full pay period after 1 October 2016.

+Dollar-based increases applied in addition to percentage-based increases to achieve amounts specified at LT1 in 2016, and at LT1 and LT2 in the 2017 and 2018 years

LT1 is split into 2 steps: LT1 S1 and LT1 S2 from first full pay period after 1 July 2018 - refer to clause (2)(b) of Schedule 4 to this Agreement.

Teachers – Positions of Added Responsibility

Amended Classifications – 1/1/2008

Effective from first full pay period after* –

	1-Mar-15		1-May-16		1-Jul-17		1-Jul-18	
	2.7%		2.2%		2.7%^		2.7%^	
	Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual
Secondary Curricular Leader								
CL1	748.60	19530	765.10	19960	785.70	20499	835.60	21802
CL2	623.90	16276	637.60	16634	654.70	17083	701.20	18294
CL3	499.10	13020	510.10	13306	523.70	13665	566.60	14784
CL4	374.20	9765	382.40	9980	425.50	11103	465.80	12153
CL5	249.50	6510	255.00	6653	343.00	8949	381.00	9941
CL6	129.30	3374	132.10	3448	259.40	6770	301.00	7855
Secondary Pastoral Leader								
PL1	499.10	13020	510.10	13306	523.70	13665	566.60	14784
PL2	374.20	9765	382.40	9980	425.50	11103	465.80	12153
PL3	249.50	6510	255.00	6653	343.00	8949	381.00	9941
PL4	249.50	6510	255.00	6653	343.00	8949	381.00	9941
PL5	124.80	3256	127.50	3328	259.40	6770	301.00	7855
PL6	124.80	3256	127.50	3328	259.40	6770	301.00	7855

*Fortnightly rates represent the rates payable for the purposes of this Agreement. Annual figures are included for information purposes only.

^Dollar-based increases applied in addition to percentage-based increases to achieve amounts specified at CL4 to CL6 and PL2 to PL6 in the 2017 and 2018 years, and at CL1 to CL3 and PL1 in the 2018 year.

Transport, Distribution and Courier Industry

*(Southern Division Eastern/Western District)

Effective from first full pay period after** -

Level	01-March-2015				01-May-2016				01-July-2017				01-July-2018			
	2.7%				2.2%				2.7%				2.7%			
	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour
Plant Operator Grade 5	1825.40	47623	24.0180	30.0230	1873.00	48865	24.6450	30.8060	1925.00	50221	25.3290	31.6610	1977.00	51578	26.0130	32.5160

*Outside these divisions / districts refer to Award for correct divisors / % of casual loading and minimum hours of engagement.

Casual hours were calculated with a divisor of 76 with 25% loading.

**Fortnightly rates represent the rates payable for the purposes of this Agreement. Annual figures are included for information purposes only.

Furniture and Allied Trades

*(Southern Division Eastern/Western District)

Effective from first full pay period after** –

Level	01-March-2015				01-May-2016				01-July-2017				01-July-2018			
	2.7%				2.2%				2.7%				2.7%			
	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour
Furniture Manufacture/ Repair Level 1	1878.60	49011	24.7180	30.8980	1926.20	50253	25.3450	31.6810	1978.20	51609	26.0290	32.5360	2031.60	53002	26.7320	33.4140

*Outside these divisions / districts refer to Award for correct divisors / % of casual loading and minimum hours of engagement.

Casual hours were calculated with a divisor of 76 with 25% loading.

**Fortnightly rates represent the rates payable for the purposes of this Agreement. Annual figures are included for information purposes only.

Building Construction Industry

(Southern Division Western / Eastern District)
(Northern Division Western / Eastern District)
(Mackay Division)

Effective from first full pay period after* –

Classification	01-March-2015				01-May-2016				01-July-2017				01-July-2018			
	2.7%				2.2%				2.7%				2.7%			
	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour
Carpenter, Joiner, Stonemason	2081.00	54291	27.3820	34.2270	2128.60	55533	28.0080	35.0100	2186.10	57033	28.7640	35.9560	2245.10	58572	29.5410	36.9260
Bricklayer	2061.40	53780	27.1240	33.9050	2109.00	55022	27.7500	34.6880	2165.90	56506	28.4990	35.6230	2224.40	58032	29.2680	36.5860
Painter, Glazier	2029.40	52945	26.7030	33.3780	2077.00	54187	27.3290	34.1610	2133.10	55650	28.0670	35.0840	2190.70	57153	28.8250	36.0310
Plasterer, Floor Layer, Tiler	2068.60	53968	27.2180	34.0230	2116.20	55210	27.8450	34.8060	2173.30	56699	28.5960	35.7450	2232.00	58231	29.3680	36.7110
Roof Tiler, Roof Fixer	2047.90	53428	26.9460	33.6830	2095.50	54669	27.5720	34.4650	2152.10	56146	28.3170	35.3960	2210.20	57662	29.0820	36.3520
Scaffolder, Concrete Finisher	1934.40	50467	25.4530	31.8160	1982.00	51708	26.0790	32.5990	2035.50	53104	26.7830	33.4790	2090.50	54539	27.5070	34.3830
Rigger, Drainer, Dogman	1999.70	52170	26.3120	32.8900	2047.30	53412	26.9380	33.6730	2102.60	54855	27.6660	34.5820	2159.40	56337	28.4130	35.5160
Labourer (as defined in Award)	1891.70	49353	24.8910	31.1130	1939.30	50594	25.5170	31.8960	1991.70	51961	26.2070	32.7580	2045.50	53365	26.9140	33.6430
Labourer (other)	1793.30	46785	23.5960	29.4950	1840.90	48027	24.2220	30.2780	1892.90	49384	24.9070	31.1330	1944.90	50740	25.5910	31.9880

*Fortnightly rates represent the rates payable for the purposes of this Agreement. Award figures are included for information purposes only.
Casual hours were calculated with a divisor of 76 with 25% loading.

Leading Hand	< 2	47.00	48.00	49.30	50.60
	2-5	104.70	107.00	109.90	112.90
	6-10	129.10	131.90	135.50	139.20
	>10	171.80	175.60	180.30	185.20

Kitchen Staff, Grounds Staff, Laundry Staff, Tuckshop Staff, Bus Drivers, Caretakers, Cleaners and Minor Maintenance Staff

(As Per Schedule 12)

Effective from first full pay period after*-

		01-March-2015				01-May-2016				01-July-2017				01-July-2018			
		2.7%				2.2%				2.7%				2.7%			
		or \$23pw whichever is greater				or \$23.80pw whichever is greater				or \$26pw whichever is greater				or \$26pw whichever is greater			
Level	Relativity	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour
P	82%	1630.80	42546	21.4580	26.8220	1678.40	43788	22.0840	27.6050	1730.40	45144	22.7680	28.4610	1782.40	46501	23.4530	29.3160
1	88%	1712.30	44672	22.5300	28.1630	1759.90	45914	23.1570	28.9460	1811.90	47271	23.8410	29.8010	1863.90	48627	24.5250	30.6560
1(a)	89%	1725.90	45027	22.7090	28.3870	1773.50	46269	23.3360	29.1690	1825.50	47625	24.0200	30.0250	1877.50	48982	24.7040	30.8800
2	92%	1767.00	46099	23.2500	29.0630	1814.60	47341	23.8760	29.8450	1866.60	48698	24.5610	30.7010	1918.60	50054	25.2450	31.5560
2(a)	96%	1823.00	47560	23.9870	29.9840	1870.60	48802	24.6130	30.7660	1922.60	50159	25.2970	31.6220	1974.60	51515	25.9820	32.4770
3	100%	1878.60	49011	24.7180	30.8980	1926.20	50253	25.3450	31.6810	1978.20	51609	26.0290	32.5360	2031.60	53002	26.7320	33.4140
4	110%	2041.60	53263	26.8630	33.5790	2089.20	54505	27.4890	34.3620	2145.60	55977	28.2320	35.2890	2203.50	57487	28.9930	36.2420

*Fortnightly rates represent the rate payable for the purposes of this Agreement. Annual figures are included for information purposes only.
Casual hours were calculated with a divisor of 76 with 25% loading.

Nurses

Effective from first full pay period after* –

Classifications	1-Mar-15				1-May-16				1-Jul-17				1-Jul-18			
	2.7%				2.2%				2.7%				2.7%			
	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual
Registered Nurse Level 1																
1st Year	2096.40	54693	27.5840	34.4800	2144.00	55935	28.2110	35.2630	2201.90	57445	28.9720	36.2150	2261.40	58998	29.7550	37.1940
2nd Year	2202.20	57453	28.9760	36.2200	2250.60	58716	29.6130	37.0160	2311.40	60302	30.4130	38.0160	2373.80	61930	31.2340	39.0430
3rd Year	2307.80	60208	30.3660	37.9570	2358.60	61534	31.0340	38.7930	2422.30	63195	31.8720	39.8400	2487.70	64902	32.7330	40.9160
4th Year	2412.10	62929	31.7380	39.6730	2465.20	64315	32.4370	40.5460	2531.80	66052	33.3130	41.6410	2600.20	67837	34.2130	42.7660
Registered Nurse Level 2																
1st Year	2936.00	76597	38.6320	48.2890	3000.60	78283	39.4820	49.3520	3081.60	80396	40.5470	50.6840	3164.80	82566	41.6420	52.0530
2nd Year	3005.70	78416	39.5490	49.4360	3071.80	80140	40.4180	50.5230	3154.70	82303	41.5090	51.8870	3239.90	84526	42.6300	53.2880
3rd Year	3075.10	80226	40.4620	50.5770	3142.80	81993	41.3530	51.6910	3227.70	84207	42.4700	53.0870	3314.80	86480	43.6160	54.5200
4th Year	3145.40	82060	41.3870	51.7340	3214.60	83866	42.2970	52.8720	3301.40	86130	43.4390	54.2990	3390.50	88455	44.6120	55.7650
Registered Nurse Level 3																
1st Year	3275.90	85465	43.1040	53.8800	3348.00	87346	44.0530	55.0660	3438.40	89704	45.2420	56.5530	3531.20	92125	46.4630	58.0790
2nd Year	3354.90	87526	44.1430	55.1790	3428.70	89451	45.1140	56.3930	3521.30	91867	46.3330	57.9160	3616.40	94348	47.5840	59.4800
3rd Year	3433.80	89584	45.1820	56.4770	3509.30	91554	46.1750	57.7190	3604.10	94027	47.4220	59.2780	3701.40	96566	48.7030	60.8780
4th Year	3512.10	91627	46.2120	57.7650	3589.40	93644	47.2290	59.0360	3686.30	96172	48.5040	60.6300	3785.80	98768	49.8130	62.2660
Enrolled Nurse																
PP1	1919.90	50088	25.2620	31.5770	1967.50	51330	25.8880	32.3600	2020.60	52715	26.5870	33.2340	2075.20	54140	27.3050	34.1320
PP2	1955.50	51017	25.7300	32.1630	2003.10	52259	26.3570	32.9460	2057.20	53670	27.0680	33.8360	2112.70	55118	27.7990	34.7480
PP3	1994.20	52027	26.2390	32.7990	2041.80	53269	26.8660	33.5820	2096.90	54706	27.5910	34.4880	2153.50	56183	28.3360	35.4190
PP4	2034.40	53075	26.7680	33.4610	2082.00	54317	27.3950	34.2430	2138.20	55783	28.1340	35.1680	2195.90	57289	28.8930	36.1170
PP5	2075.70	54153	27.3120	34.1400	2123.30	55395	27.9380	34.9230	2180.60	56890	28.6920	35.8650	2239.50	58426	29.4670	36.8340
Allowances																
North Division, East District	4.65				4.75				4.88				5.01			
In Charge Allowance	8.20				8.38				8.61				8.84			

*Fortnightly rates represent the rate payable for the purposes of this Agreement. Annual figures are included for information purposes only.
Casual hours were calculated with a divisor of 76 with 25% loading.

School Officers

Effective from first full pay period after* –

Classification		Relativity	1-Mar-15				1-May-16				1-Jul-17				1-Jul-18			
			2.7%				2.2%				2.7%				2.7%			
			fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual
LEVEL 1																		
	Step 1	88	1712.20	44670	22.5290	28.1610	1759.80	45911	23.1550	28.9440	1811.80	47268	23.8390	29.7990	1863.80	48625	24.5240	30.6550
	Step 2	90	1739.50	45382	22.8880	28.6100	1787.10	46624	23.5140	29.3930	1839.10	47980	24.1990	30.2480	1891.10	49337	24.8830	31.1040
	Step 3	92	1767.00	46099	23.2500	29.0630	1814.60	47341	23.8760	29.8450	1866.60	48698	24.5610	30.7010	1918.60	50054	25.2450	31.5560
	Step 4	94	1795.10	46832	23.6200	29.5250	1842.70	48074	24.2460	30.3080	1894.70	49431	24.9300	31.1630	1946.70	50787	25.6140	32.0180
LEVEL 2																		
	Step 1	96	1822.70	47552	23.9830	29.9790	1870.30	48794	24.6090	30.7620	1922.30	50151	25.2930	31.6170	1974.30	51508	25.9780	32.4720
	Step 2	99	1860.90	48549	24.4860	30.6070	1908.50	49791	25.1120	31.3900	1960.50	51147	25.7960	32.2450	2013.40	52528	26.4920	33.1150
	Step 3	100	1878.60	49011	24.7180	30.8980	1926.20	50253	25.3450	31.6810	1978.20	51609	26.0290	32.5360	2031.60	53002	26.7320	33.4140
LEVEL 3																		
	Step 1	100	1878.60	49011	24.7180	30.8980	1926.20	50253	25.3450	31.6810	1978.20	51609	26.0290	32.5360	2031.60	53002	26.7320	33.4140
	Step 2	102	1912.10	49885	25.1590	31.4490	1959.70	51127	25.7860	32.2320	2012.60	52507	26.4820	33.1020	2066.90	53923	27.1960	33.9950
	Step 3	107	1987.80	51860	26.1550	32.6940	2035.40	53102	26.7820	33.4770	2090.40	54536	27.5050	34.3820	2146.80	56008	28.2470	35.3090
	Step 4	110	2041.40	53258	26.8610	33.5760	2089.00	54500	27.4870	34.3590	2145.40	55971	28.2290	35.2860	2203.30	57482	28.9910	36.2380
LEVEL 4																		
	Step 1	112	2078.60	54229	27.3500	34.1880	2126.20	55470	27.9760	34.9700	2183.60	56968	28.7320	35.9140	2242.60	58507	29.5080	36.8850
	Step 2	115	2133.70	55666	28.0750	35.0940	2181.30	56908	28.7010	35.8770	2240.20	58445	29.4760	36.8450	2300.70	60023	30.2720	37.8400
	Step 3	118	2189.60	57124	28.8110	36.0130	2237.80	58382	29.4450	36.8060	2298.20	59958	30.2390	37.7990	2360.30	61578	31.0570	38.8210
LEVEL 5																		
	Step 1	122	2263.70	59058	29.7860	37.2320	2313.50	60357	30.4410	38.0510	2376.00	61987	31.2630	39.0790	2440.20	63662	32.1080	40.1350
	Step 2	125	2319.50	60513	30.5200	38.1500	2370.50	61844	31.1910	38.9880	2434.50	63514	32.0330	40.0410	2500.20	65228	32.8970	41.1220
	Step 3	128	2374.30	61943	31.2410	39.0510	2426.50	63305	31.9280	39.9100	2492.00	65014	32.7890	40.9870	2559.30	66770	33.6750	42.0940
LEVEL 6																		
	Step 1	132	2450.30	63926	32.2410	40.3010	2504.20	65332	32.9500	41.1880	2571.80	67096	33.8390	42.2990	2641.20	68906	34.7530	43.4410
	Step 2	139	2584.10	67417	34.0010	42.5020	2641.00	68901	34.7500	43.4380	2712.30	70761	35.6880	44.6100	2785.50	72671	36.6510	45.8140
	Step 3	146	2717.80	70905	35.7610	44.7010	2777.60	72465	36.5470	45.6840	2852.60	74421	37.5340	46.9180	2929.60	76430	38.5470	48.1840
	Step 4	154	2853.10	74435	37.5410	46.9260	2915.90	76073	38.3670	47.9590	2994.60	78126	39.4030	49.2530	3075.50	80237	40.4670	50.5840
	Step 5	161	2983.90	77847	39.2620	49.0770	3049.50	79558	40.1250	50.1560	3131.80	81706	41.2080	51.5100	3216.40	83913	42.3210	52.9010
LEVEL 7																		
	Step 1	163	3024.20	78898	39.7920	49.7400	3090.70	80633	40.6670	50.8340	3174.10	82809	41.7640	52.2060	3259.80	85045	42.8920	53.6150
	Step 2	166	3080.70	80372	40.5360	50.6690	3148.50	82141	41.4280	51.7850	3233.50	84359	42.5460	53.1830	3320.80	86636	43.6950	54.6180
	Step 3	169	3135.30	81797	41.2540	51.5670	3204.30	83597	42.1620	52.7020	3290.80	85854	43.3000	54.1250	3379.70	88173	44.4700	55.5870
	Step 4	172	3191.40	83260	41.9920	52.4900	3261.60	85092	42.9160	53.6450	3349.70	87390	44.0750	55.0940	3440.10	89749	45.2640	56.5810
	Step 5	175	3247.00	84711	42.7240	53.4050	3318.40	86574	43.6630	54.5790	3408.00	88911	44.8420	56.0530	3500.00	91312	46.0530	57.5660
School Officers Special Project Allowance			132.80				135.70				139.40				143.20			
Location Allowance																		
North Division, East District			4.55				4.65				4.77				4.90			

*Fortnightly rates represent the rate payable for the purposes of this Agreement. Annual figures are included for information purposes only. Casual hours were calculated with a divisor of 76 with 25% loading.

Boarding School Supervision Staff

(As per Schedule 16)

Effective from first full pay period after*:-

	01-March-2015				01-May-2016				01-July-2017				01-July-2018			
	2.7%				2.2%				2.7%				2.7%			
	or \$23pw whichever is greater				or \$23.80pw whichever is greater				or \$26pw whichever is greater				or \$26pw whichever is greater			
Classification	Fortnightly	Annual	Part-time per hour	Casual per hour	Fortnightly	Annual	time per hour	Casual per hour	Fortnightly	Annual	time per hour	Casual per hour	Fortnightly	Annual	Part-time per hour	Casual per hour
Junior Resident	1712.20	44670	22.5290	28.1610	1759.80	45911	23.1550	28.9440	1811.80	47268	23.8390	29.7990	1863.80	48625	24.5240	30.6550
Senior Resident																
Step 1	1878.60	49011	24.7180	30.8980	1926.20	50253	25.3450	31.6810	1978.20	51609	26.0290	32.5360	2031.60	53002	26.7320	33.4140
Step 2	1912.10	49885	25.1590	31.4490	1959.70	51127	25.7860	32.2320	2012.60	52507	26.4820	33.1020	2066.90	53923	27.1960	33.9950
Step 3	1987.80	51860	26.1550	32.6940	2035.40	53102	26.7820	33.4770	2090.40	54536	27.5050	34.3820	2146.80	56008	28.2470	35.3090
Step 4	2041.40	53258	26.8610	33.5760	2089.00	54500	27.4870	34.3590	2145.40	55971	28.2290	35.2860	2203.30	57482	28.9910	36.2380
House Parent																
Step 1	2078.60	54229	27.3500	34.1880	2126.20	55470	27.9760	34.9700	2183.60	56968	28.7320	35.9140	2242.60	58507	29.5080	36.8850
Step 2	2133.70	55666	28.0750	35.0940	2181.30	56908	28.7010	35.8770	2240.20	58445	29.4760	36.8450	2300.70	60023	30.2720	37.8400
Step 3	2189.60	57124	28.8110	36.0130	2237.80	58382	29.4450	36.8060	2298.20	59958	30.2390	37.7990	2360.30	61578	31.0570	38.8210

*Fortnightly rates represent the rate payable for the purposes of this Agreement. Annual figures are included for information purposes only.

Casual hours were calculated with a divisor of 76 with 25% loading.

Outdoor Education – Wages Table for non-teaching staff

Effective from first full pay period after* –

Classification	Relativity	1-Mar-15				1-May-16				1-Jul-17				1-Jul-18			
		Increase greater of \$23 pw or		2.7%		Increase greater of \$23.80 pw or		2.2%		Increase greater of \$26 pw or		2.7%		Increase greater of \$26 pw or		2.7%	
		fortnightly	annual	part-time	casual 25%	fortnightly	annual	part-time	casual 25%	fortnightly	annual	part-time	casual 25%	fortnightly	annual	part-time	casual 25%
Level 1																	
Step 1	88	1712.20	44670	22.5290	28.1610	1759.80	45911	23.1550	28.9440	1811.80	47268	23.8390	29.7990	1863.80	48625	24.5240	30.6550
Step 2	90	1739.50	45382	22.8880	28.6100	1787.10	46624	23.5140	29.3930	1839.10	47980	24.1990	30.2480	1891.10	49337	24.8830	31.1040
Step 3	92	1767.00	46099	23.2500	29.0630	1814.60	47341	23.8760	29.8450	1866.60	48698	24.5610	30.7010	1918.60	50054	25.2450	31.5560
Step 4	94	1795.10	46832	23.6200	29.5250	1842.70	48074	24.2460	30.3080	1894.70	49431	24.9300	31.1630	1946.70	50787	25.6140	32.0180
Level 2																	
Step 1	96	1822.70	47552	23.9830	29.9790	1870.30	48794	24.6090	30.7620	1922.30	50151	25.2930	31.6170	1974.30	51508	25.9780	32.4720
Step 2	99	1860.90	48549	24.4860	30.6070	1908.50	49791	25.1120	31.3900	1960.50	51147	25.7960	32.2450	2013.40	52528	26.4920	33.1150
Step 3	100	1878.60	49011	24.7180	30.8980	1926.20	50253	25.3450	31.6810	1978.20	51609	26.0290	32.5360	2031.60	53002	26.7320	33.4140
Level 3																	
Step 1	100	1878.60	49011	24.7180	30.8980	1926.20	50253	25.3450	31.6810	1978.20	51609	26.0290	32.5360	2031.60	53002	26.7320	33.4140
Step 2	102	1912.10	49885	25.1590	31.4490	1959.70	51127	25.7860	32.2320	2012.60	52507	26.4820	33.1020	2066.90	53923	27.1960	33.9950
Step 3	107	1987.80	51860	26.1550	32.6940	2035.40	53102	26.7820	33.4770	2090.40	54536	27.5050	34.3820	2146.80	56008	28.2470	35.3090
Step 4	110	2041.40	53258	26.8610	33.5760	2089.00	54500	27.4870	34.3590	2145.40	55971	28.2290	35.2860	2203.30	57482	28.9910	36.2380
Level 4																	
Step 1	112	2078.60	54229	27.3500	34.1880	2126.20	55470	27.9760	34.9700	2183.60	56968	28.7320	35.9140	2242.60	58507	29.5080	36.8850
Step 2	115	2133.70	55666	28.0750	35.0940	2181.30	56908	28.7010	35.8770	2240.20	58445	29.4760	36.8450	2300.70	60023	30.2720	37.8400
Step 3	118	2189.60	57124	28.8110	36.0130	2237.80	58382	29.4450	36.8060	2298.20	59958	30.2390	37.7990	2360.30	61578	31.0570	38.8210
Level 5																	
Step 1	122	2263.70	59058	29.7860	37.2320	2313.50	60357	30.4410	38.0510	2376.00	61987	31.2630	39.0790	2440.20	63662	32.1080	40.1350
Step 2	125	2319.50	60513	30.5200	38.1500	2370.50	61844	31.1910	38.9880	2434.50	63514	32.0330	40.0410	2500.20	65228	32.8970	41.1220
Step 3	128	2374.30	61943	31.2410	39.0510	2426.50	63305	31.9280	39.9100	2492.00	65014	32.7890	40.9870	2559.30	66770	33.6750	42.0940
Level 6																	
Step 1	132	2450.30	63926	32.2410	40.3010	2504.20	65332	32.9500	41.1880	2571.80	67096	33.8390	42.2990	2641.20	68906	34.7530	43.4410
Step 2	139	2584.10	67417	34.0010	42.5020	2641.00	68901	34.7500	43.4380	2712.30	70761	35.6880	44.6100	2785.50	72671	36.6510	45.8140
Step 3	146	2717.80	70905	35.7610	44.7010	2777.60	72465	36.5470	45.6840	2852.60	74421	37.5340	46.9180	2929.60	76430	38.5470	48.1840
Step 4	154	2853.10	74435	37.5410	46.9260	2915.90	76073	38.3670	47.9590	2994.60	78126	39.4030	49.2530	3075.50	80237	40.4670	50.5840
Step 5	161	2983.90	77847	39.2620	49.0770	3049.50	79558	40.1250	50.1560	3131.80	81706	41.2080	51.5100	3216.40	83913	42.3210	52.9010
Level 7																	
Step 1	163	3024.40	78904	39.7950	49.7430	3090.90	80638	40.6700	50.8370	3174.40	82817	41.7680	52.2110	3260.10	85053	42.8960	53.6200
Step 2	166	3080.20	80359	40.5290	50.6610	3148.00	82128	41.4210	51.7760	3233.00	84346	42.5390	53.1740	3320.30	86623	43.6880	54.6100
Step 3	169	3135.50	81802	41.2570	51.5710	3204.50	83602	42.1640	52.7060	3291.00	85859	43.3030	54.1280	3379.90	88178	44.4720	55.5900
Step 4	172	3191.30	83258	41.9910	52.4880	3261.50	85089	42.9140	53.6430	3349.60	87388	44.0740	55.0920	3440.00	89746	45.2630	56.5790
Step 5	175	3247.00	84711	42.7240	53.4050	3318.40	86574	43.6630	54.5790	3408.00	88911	44.8420	56.0530	3500.00	91312	46.0530	57.5660
Camp allowance		7.04				7.20				7.39				7.59			

*Fortnightly rates represent the rates payable for the purposes of this Agreement. Annual figures are included for information purposes only. Casual hours were calculated with a divisor of 76 with 25% loading.

SCHEDULE 3A

Work Related and Non-Work Related Allowances (Clause 4.1.2(b))

<u>WORK RELATED ALLOWANCES:</u> Allowance & Origin	Rate payable under <i>Queensland Schools Single Enterprise Agreement 2013</i>	2016 Increased Rate (payable from first full pay period after the Commencement Date of this Agreement (refer to clause 1.4))	Increased Rate 01/07/17	Increased Rate 01/07/18	Basis of Increase
Overtime (clause 6.2 of Annexure E – Teachers' Award – Non- Governmental Schools)	\$14.38 ph	\$18.53ph	\$19.03ph	\$19.54ph	In line with percentage-based increases to salaries /wages.
First Aid and Administration of Medication (clause 5.8 of Annexure F – School Officers Award – Non-Governmental Schools)	\$10.30pw (\$20.60pf)	\$13.30pw (\$26.60pf)	\$13.66pw (\$27.32pf)	\$14.03pw (\$28.06pf)	In line with percentage-based increases to salaries/ wages.
On-Call Allowances (Annexure I – Nurse' Award – State)	5.2.2(a)(i)(A) \$16.54 5.2.2(a)(i)(B) \$24.83 5.2.2(a)(i)(C) \$28.96 5.2.2(b)(i) \$12.00 5.2.2(b)(ii) \$15.00 5.2.2(b)(iii) \$20.00	5.2.2(a)(i)(A) \$21.30 5.2.2(a)(i)(B) \$32.00 5.2.2(a)(i)(C) \$37.32 5.2.2(b)(i) \$15.46 5.2.2(b)(ii) \$19.33 5.2.2(b)(iii) \$25.77	\$21.88 \$32.86 \$38.33 \$15.88 \$19.85 \$26.47	\$22.47 \$33.75 \$39.36 \$16.31 \$20.39 \$27.18	In line with percentage-based increases to salaries/ wages.
Sleepover Allowance (clause 5.39.4 (School Officers-Camps) and clause 7.2 (Schedule 16 – Sleepover Allowance)	\$43.50	\$44.46	\$45.66	\$46.89	In line with percentage-based increases to salaries/ wages.

<u>NON-WORK RELATED ALLOWANCES:</u> Allowance and Origin	Rate payable under <i>Queensland Lutheran Schools Single Enterprise Agreement 2013</i>	2016 Increased Rate (payable from first full pay period after the Commencement Date of this Agreement – refer to clause 1.4)	Basis of Increase for 2017 and 2018 years (1 July)
Clause 5.3.2 – Broken Shift Allowance (Annexure G – Miscellaneous Workers' Award State 2002)	Replaced by clause 9 of Schedule 12 to 2013 Agreement – All except Cleaners - \$5.28pd Cleaners – 6.91pd	Except Cleaners \$6.06pd Cleaners \$7.93pd	Based on movement in the CPI over the previous year: All Groups, Brisbane and weighted average of eight capital cities for the 12 month period to 30 September in the previous year
Clause 5.3.3 – Caretaker's Accommodation (Annexure G – Miscellaneous Workers' Award State 2002)	Payable where accommodation and fuel and light are not provided: Quarters \$6.07pw (\$12.14pf) Fuel & Light - \$2.60pw (\$5.20pf)	Quarters \$6.97pw (\$13.94pf) Fuel & Light \$2.99pw (\$5.97pf)	Based on movement in the CPI over the previous year: All Groups, Brisbane and weighted average of eight capital cities for the 12 month period to 30 September in the previous year
Clause 6.5.3 – Meal Allowance (Annexure G – Miscellaneous Workers' Award State 2002) Clause 6.4.2 – Meal Break (Annexure H – Greenkeeping Industry Award 2002) Clause 6.7.2 – Overtime Meal (Annexure I – Nurses' Award – State 2005) Clause 6.5.5 – Overtime Meal (Annexure J – Building Products Manufacture Minor Maintenance Award – State 2003) Clause 6.7 – Meal Hour (6.7.4 in particular) (Annexure K – Motor Drivers Award – Southern Division 2003) Clause 6.2.1 – Meal Breaks & Meal Allowance (Annexure P – Boarding Schools, Residential Colleges and Other Non-Commercial Establishments Award – South Eastern Division 2003)	\$9.60 per meal	\$14.98	Based on movement in the CPI over the previous year: All Groups, Brisbane and weighted average of eight capital cities for the 12 month period to 30 September in the previous year
Clause 5.4.2 – Distributing Fertilizer or Spraying (Annexure H – Greenkeeping Industry Award – State 2002)	\$1.54pw (\$3.08pf) – only where safety equipment not provided	\$1.77pw (\$3.54pf)	Based on movement in the CPI over the previous year: All Groups, Brisbane and weighted average of eight capital cities for the 12 month period to 30 September in the previous year

<u>NON-WORK RELATED ALLOWANCES:</u> Allowance and Origin	Rate payable under <i>Queensland Lutheran Schools Single Enterprise Agreement 2013</i>	2016 Increased Rate (payable from first full pay period after the Commencement Date of this Agreement – refer to clause 1.4)	Basis of Increase for 2017 and 2018 years (1 July)
Clause 5.1.9 – Board & Lodging (Annexure I – Nurses’ Award – State 2005)	\$54.78pw (\$109.56pf) – Registered Nurses & Enrolled Nurses \$51.54pw (\$103.09pf) for Assistants-in-nursing	\$66.64pw (\$133.28pf) for all Registered & Enrolled Nurses \$62.70pw (\$125.40pf) for Assistants in Nursing	Calculated based on increases in the Australian Federal Minimum Wage applicable from the first full pay period after 1 July in each of the 2017 and 2018 years
Clause 5.2.5 – Uniform & Laundry Allowance (Annexure I – Nurses Award – State)	Uniform \$159.00pa (pro rata each pay day) Laundry (\$1.85pe (\$3.70pf) Only where required to wear a uniform & either and/or uniform not supplied or laundry not done	Uniform (pro rata each pay day) \$182.60pa Laundry \$2.12pw (\$4.25pf)	Based on movement in the CPI over the previous year: All Groups, Brisbane and weighted average of eight capital cities for the 12 month period to 30 September in the previous year
Clause 5.3.4 Wet Work (Annexure J – Building Products Manufacture Minor Maintenance Award – State 2003)	49.7cph provided when water is continually dripping and clothing becomes wet and where protective clothing or boots are not supplied	\$0.57cph	Based on movement in the CPI over the previous year: All Groups, Brisbane and weighted average of eight capital cities for the 12 month period to 30 September in the previous year
Clause 8.2.3 – Using own car allowance (Annexure J – Building Products Manufacture Minor Maintenance Award – State 2003)	77c per kilometre	Fixed at 78c per kilometre or the rate recoverable from the Australian Taxation Office, whichever is the higher	Fixed at 78c per kilometre or the rate recoverable from the Australian Taxation Office, whichever is the higher

SCHEDULE 4

LEADING TEACHER ONE ALLOWANCE

(1) Definition

A Leading Teacher One (LT1) shall mean a classroom teacher who demonstrates teaching skills of a high standard, a commitment to excellence in classroom practices and professional development.

(2) Eligibility

- (a) For the period from commencement of this Agreement up to and including the day immediately preceding commencement of the first full pay period after 1 July 2018, a teacher shall be eligible to receive payment of an LT1 allowance ("LT1 Allowance") upon completion of one (1) year's service on Band 3 Step 4 of the Teachers' salary scale set out in Schedule 3.
- (b) From the first full pay period after 1 July 2018:
 - (i) The LT1 Allowance will be split into two (2) steps, namely:
 - (A) LT1 Step 1; and
 - (B) LT1 Step 2.
 - (ii) A teacher shall be eligible to receive payment of an LT1 Step 1 allowance upon completion of one (1) year's service on Band 3 Step 4 of the Teachers' salary scale set out in Schedule 3.
 - (iii) Subject to sub-clause (2)(b)(iv) below, a teacher shall be eligible to receive payment of a LT1 Step 2 Allowance upon first having become eligible to receive payment of the LT1 Step 1 Allowance under sub-clause (2)(b)(ii) above AND then having subsequently completed one (1) year's continuous service while in receipt of payment of that LT1 Step 1 Allowance. Upon a teacher becoming eligible to receive payment of an LT1 Step 2 Allowance, payment of the LT1 Step 1 Allowance to the teacher will cease.
 - (iv) In the 2018 (transitional) year, a teacher who has already become eligible to receive an LT1 Allowance under sub-clause (2)(a) above and who has completed at least one (1) year's continuous service while in receipt of that LT1 Allowance as at 1 July 2018, will be eligible to receive payment of the LT1 Step 2 Allowance effective from the first full pay period after 1 July 2018. Upon a teacher becoming eligible to access an LT1 Step 2 Allowance under this sub-clause (2)(b)(iv), payment of the LT1 Allowance to the teacher under sub-clause (2)(a) above will cease.

(3) Remuneration

The rates of the LT1 Allowance under sub-clause (2)(a), and of the LT1 Step 1 and LT1 Step 2 Allowances under sub-clause (2)(b) payable on appointment are prescribed in Schedule 3, with such allowances payable for all purposes of the Agreement. For the avoidance of doubt, a teacher may only be in receipt of one (1) of the LT1, LT1 Step 1 or LT1 Step 2 Allowances at any one time.

(4) Portability

A teacher achieving an LT1, LT1 Step 1 or LT1 Step 2 Allowance in accordance with this Schedule 4 will be appointed as such to a school of the Lutheran Church of Australia, Queensland District and the allowance will be portable within the schools of the District.

(5) Not paid in addition to Other Allowances

Excepting as to Moderation and the Northern Allowances prescribed in sub-clauses 5.6.2 and 5.6.3 of the Teachers Award – Non Governmental Schools attached as Annexure E to this Agreement, the LT1, LT1 Step 1 or LT1 Step 2 Allowances under this Schedule 4 are **not** required to be paid in addition to other allowances such as Positions of Added Responsibility or Leading Teacher Two.

SCHEDULE 5

Leading Teacher Two

1. Aims

Leading Teacher Two is focused on the teacher in the classroom maximising learning outcomes for students, and seeks to recognise teachers who work productively in their schools, with colleagues and students and who are role models for other teachers.

2. Definition

- (a) A Leading Teacher Two shall mean a classroom teacher who through their classroom practices and professional learning demonstrates excellence in the teaching profession.
- (b) A Leading Teacher Two position is based on status and not promotion and offers an enhanced path based on merit in two classroom based strands namely mentoring and curriculum leadership.
- (c) The Leading Teacher Two shall have the following primary objectives:
 - To utilise strategies and processes in curriculum areas that provide the optimum program delivery for students within a framework of the values and ethos of the Lutheran schools.
 - To assist in interpreting, adapting and applying curriculum programs to the classroom setting and to teach, model and demonstrate program components.
 - To contribute to the enhancement of the teaching profession within the school context.

3. Eligibility

- (a) Leading Teacher Two is intended to encourage exemplary teachers to remain in the classroom and is an alternative to administrative positions within the School. A PAR or Senior Administrator may wish to apply for such a position but cannot receive the Leading Teacher allowance at the same time as receiving a PAR allowance or Senior Administrator's salary.
- (b) Eligibility for Leading Teacher Two status will not be limited by quota (with the exception of country and smaller schools where it is acknowledged that there are cost implications and limited leadership roles). At schools with 240 or fewer enrolments the employing authority shall determine the number and category of Leading Teacher positions available in the school.
 - (i) A teacher may apply at any stage of their teaching career as long as they meet all of the criteria as detailed in clause 9.
 - (ii) A teacher is not required to have held a Leading Teacher One position to apply for a Leading Teacher Two position.

4. Additional Duties

- (a) A teacher will provide a commitment to professional duties attached to the role of mentoring or leadership.
- (b) Any additional duties required to meet site specific need will be negotiated between the principal and the Leading Teacher Two with appropriate discounting of normal duties.

5. 5.1 Appointment and Tenure

- (a) An Evaluation Panel comprising the following persons will be set up at school level:
 - (i) The principal or his/her nominated representative in schools of 240 students or fewer. In schools with more than 240 students, one member selected by the principal;
 - (ii) One member elected by teaching staff;
 - (iii) One member endorsed by the principal and teaching staff.

- (b) Suitable guidelines for panel members and applicants will be developed collaboratively between the parties and in-service training will be provided.
- (c) Duty of Applicant – The applicant must apply for the position of Leading Teacher Two specifying either the mentoring or leadership strand in the prescribed form, which will include:
 - (i) A maximum two page response to the criteria listed herein;
 - (ii) The names and signatures of two professional referees endorsing the truth of the content of the applicant's response;
 - (iii) Included in the two page application will be an outline of the applicant's professional development experiences and contributions for the previous year.
- (d) Duty of the Evaluation Panel – Members of the Evaluation Panel shall receive, consider and process applications for the position of LT2. Wherever possible the applications shall be processed by the Evaluation Panel within 1 month of receiving the application. Specific duties of the Panel shall be:
 - (i) Receive applications in the prescribed form;
 - (ii) Collect data and contact referees;
 - (iii) By majority vote of the panel, recommend to the principal acceptance or rejection of the application based on the criteria specified in this schedule.

Each applicant must be assessed based on the criteria specified in this schedule and not against each other.

- 5.2 Applicants may apply for a Leading Teacher Two position at any time but cannot be required to commit to duties until the Leading Teacher Two allowance is payable.
- 5.3 Appointments to Leading Teacher Two shall commence from 1 January or 1 July following successful application and shall be for a limited tenure of five (5) years. Re-application is through a panel mechanism as identified in this clause in the final year of the tenure.
- 5.4 Notwithstanding clause 5.3, a principal may elect to suspend a teacher's Leading Teacher Two status for the duration of an unsatisfactory performance process should the employee's performance be demonstrated to be unsatisfactory and become subject to such a process.
- 5.5 Duties connected to the Leading Teacher Two position would then cease to be performed by the teacher for the duration of the process should clause 5.4 be activated.
- 5.6 Upon satisfactory completion of the process the Leading Teacher Two will be reinstated to the position and receive the allowance.

6. Review Procedure

- 6.1 Where the recommendation of the Evaluation Panel in clause 5.1 above does not support recognition as a Leading Teacher Two, then the applicant may appeal to a Review Panel within 14 days of receiving notice of the Evaluation Panel's decision.
- 6.2 The Review Panel shall consist of three (3) different members as follows:
 - (a) a principal or nominee who is not from the School that employs the applicant;
 - (b) a member selected by LEQ from a pool comprising a Review Panel representative endorsed by principal and teaching staff at each Queensland Lutheran School. The Review Panel representative must not be from a School that employs the applicant;
 - (c) a member selected by the employee who has sufficient knowledge of the process to make an informed decision.
- 6.3 Decisions by the Review Panel to endorse or not endorse the original recommendation of the Evaluation Panel will be by simple majority.
- 6.4 If the Review Panel endorses recognition as a Leading Teacher Two, then this recommendation shall be substituted for the original recommendation to the employing authority.
- 6.5 If the Review Panel does not endorse recognition as a Leading Teacher Two and endorses the original recommendation of the Evaluation Panel and a dispute arises in respect of

such decision, the dispute may be referred for resolution under the Procedures for Preventing and Settling disputes contained in clause 3 of this Agreement.

7. Allowance

- (a) The Leading Teacher Two allowance payable on appointment is at the rate prescribed in Schedule 3 with such allowance payable for all purposes of the Agreement.
- (b) Excepting as to Moderation Allowances prescribed in clause 5.6.2 of the Award, this allowance is not required to be paid in addition to other allowances such as PAR, LT1, LT1 Step 1 or LT1 Step 2 Allowances, or to non-Award payments otherwise made by the employer and attributable to teaching duties.

8. Portability

A teacher achieving Leading Teacher Two status will be appointed as such to a school of the Lutheran Church of Australia, Queensland District and as such the position will be portable within the schools of the District.

9. Selection Criteria

A teacher applying for Leading Teacher Two status will, to the panel's satisfaction, demonstrate excellence in all of the following criteria as understood within a framework of the Lutheran Schools' values and ethos.

Leading Teacher 2 - Classroom Teacher - Mentor

Designed to recognise, reward and retain exemplary teachers in the classroom.

Mentor teachers formally take on the role of mentor when required and be officially recognised for the work they already do.

Mentor teachers could model best practice for pre-service teachers, nurture beginning teachers and induct new teachers into their school community.

- SC1 Utilise innovative and/or exemplary teaching strategies and techniques in order to more effectively meet the learning needs of individual students, groups and/or classes of students.
- SC2 Employ consistent exemplary practice in developing and implementing student assessment and reporting processes.
- SC3 Engage in a variety of self-development activities, including a consistently high level of critical reflection on one's own teaching practice and teacher leadership.
- SC4 Ongoing commitment to and demonstrated support for the values and ethos of the school. Have met, or be actively working towards meeting the theological training as prescribed by the Board for Lutheran Education Australia and detailed in Clause 2.2 of this Agreement.
- SC5 Provide high-level leadership and partnerships within the school community through a key role in school development processes - with a particular focus on mentoring / buddying teachers including graduate teachers.

Leading Teacher 2 – Classroom Teacher - Leadership

Development of the experienced teacher's role outside of the classroom to stimulate experienced teachers to develop leadership roles outside their classrooms sharing their expertise and passion for their work in a key role in their school in curriculum planning, support, development and dissemination.

- SC1 Utilise innovative and/or exemplary teaching strategies and techniques in order to more effectively meet the learning needs of individual students, groups and/or classes of students.
- SC2 Employ consistent exemplary practice in developing and implementing student assessment and reporting processes.
- SC3 Engage in a variety of self-development activities, including a consistently high level of critical reflection on one's own teaching practice and teacher leadership.

SC4 Ongoing commitment to and demonstrated support for the values and ethos of the school. Have met, or be actively working towards meeting the theological training as prescribed by the Board for Lutheran Education Australia and detailed in Clause 2.2 of this Agreement.

SC5 Provide high-level leadership and partnerships within the school community through a key role in school development processes - with a particular focus on curriculum planning, support, development and dissemination.

SC1 FACILITATING STUDENT LEARNING

A teacher operating within this phase is able to:

- undertake planning to support student learning.
- apply a professional knowledge base to the design of learning experiences.
- facilitate and promote student learning.
- cater for individual student learning styles and needs.
- manage teaching and learning processes.
- select and use instructional resources and learning technologies.

Some indicators of effective practice

A teacher operating within this phase:

- Identifies learning outcomes for individuals and groups that are matched to students' development needs and are consistent with system, district and school curriculum requirements.
- Prepares purposeful and sequential learning experiences that integrate learning areas and are responsive to student interests and learning styles.
- Establishes coherent links between intended learning outcomes, learning experiences and forms of assessment.
- Makes appropriate provisions for individual students who have particular learning differences or needs.
- Addresses student safety issues and concerns.
- Designs learning experiences that consider and take account of the key concepts, principles and theories central to the learning area(s).
- Anticipates and adjusts for common misunderstandings of the learning area(s) that may impede learning.
- Links key concepts, principles and theories to other learning areas and to life applications.
- Utilises knowledge of available curriculum materials and resources in designing learning experiences.
- Applies an understanding of human development and learning theory to the design of learning experiences.
- Makes the purposes of learning experiences explicit to students and links new concepts to prior knowledge.
- Employs effective questioning strategies to promote student involvement and thinking.
- Utilises varying patterns of interaction within and across learning experiences.
- Uses a variety of forms of communication to present questions, concepts, ideas, directions and explanations to students.
- Emphasises communication as a vehicle for learning through the use of discussion and by listening and responding to the ideas of others.
- Offers clear explanations of concepts, relationships, procedures and processes.

- Implements learning experiences that provide opportunities for student collaboration, problem solving, inquiry and creativity.
- Encourages students to take increasing responsibility for attaining learning goals.
- Assumes different roles in the instructional process based on the content and purposes of learning experiences.
- Promotes students' awareness of their own thought processes and the use of reflection to build new understandings.
- Modifies learning experiences to accommodate the learning styles and needs of individuals or groups of students.
- Provides individualised programs, support and instruction for students with specific needs.
- Establishes and communicates expectations for student learning and provides clear directions and instructions to students to support their engagement with learning experiences.
- Structures learning experiences to ensure students have a sense of purpose.
- Establishes and maintains a classroom environment which has clear expectations for standards of behaviour.
- Organises, allocates and manages time, materials and physical space to support learning.
- Encourages students to assume responsibility for their behaviour.
- Uses praise and encouragement to foster students' self-esteem and to promote investment in effort.
- Provides students with flexible procedures and predictable routines.
- Applies positive management techniques to respond to off-task or inappropriate behaviour.
- Applies personal knowledge of relevant learning areas in evaluating instructional resources and learning technologies for comprehensiveness, accuracy and usefulness in representing particular concepts.
- Uses a range of instructional resources and learning technologies within and across learning experiences.
- Encourages students to select and use appropriate instructional resources and learning technologies to enhance thinking and to further conceptual understanding.
- Engages the wider community as a resource for learning.
- Utilises the whole school (physical and human) as an environment to enhance student learning.
- Facilitates equitable student access to human, material and technological resources that facilitate the achievement of outcomes.

SC2 ASSESSING STUDENT LEARNING OUTCOMES

A teacher operating within this phase is able to:

- Monitor and assess student learning outcomes to provide the basis for ongoing planning and reporting.
- Record student learning outcomes.
- Report progress to parents and others responsible for the care of students.

Some indicators of effective practice

- Relates assessment tasks to planned learning outcomes.
- Plans and uses purposeful assessment tasks which are integrated within and/or across sequences of learning experiences.
- Designs assessment tasks that are inclusive of all students and that allow students to demonstrate achievements in a variety of ways.
- Provides students with clear and constructive feedback on performance within an appropriate time frame.

- Encourages student self/peer monitoring and reflection where appropriate.
- Utilises information acquired through monitoring and assessment to inform planning.
- Plans and conducts monitoring and assessment activities in accordance with systemic, district and school policies.
- Designs and utilises a basic recording system of appropriate detail and utility.
- Records student learning outcomes accurately and consistently.
- Adheres to the principles of confidentiality.
- Provides detailed, accurate and informative written and oral reports on student progress.
- Uses reporting procedures that are consistent with school policies.
- Reports assessment information that is consistent with evidence collected and recorded.
- Utilises language that can be understood by parents and other caregivers.
- Encourages dialogue with parents and caregivers to respond to issues arising from student progress reports.

SC3 ENGAGING IN PROFESSIONAL LEARNING

A teacher operating within this phase is able to:

- Reflect on professional experiences.
- Initiate action to promote ongoing professional growth.
- Explain own developing approach to teaching and learning.

Some indicators of effective practice

- Regularly reflects on a wide range of actions and experiences to identify areas for ongoing professional growth.
- Obtains feedback from a variety of sources prompt reflection and action.
- Establishes goals for his or her professional development.
- Engages in dialogue with colleagues in relation to professional issues.
- Uses classroom observation, information about students, pedagogical knowledge and research as sources for active reflection, review and ongoing development.
- Collaborates with other professionals to solve problems, generate new ideas, shape experiences and seek and provide feedback.
- Plans action, based on reflections, to promote own professional growth.
- Seeks assistance from colleagues to address identified professional development needs.
- Undertakes classroom-based self-development projects, for example, action research.
- Participates in professional development workshops, conferences, seminars or courses and engages in professional reading.
- Identifies theories, concepts and ideas that underpin the preferred approach to teaching and learning.
- Describes his or her approach to teaching and learning.
- Outlines implications for professional practice arising from approach described.

SC4 Lutheran Ethos

Some indicators of effective practice:

- Ongoing commitment to and demonstrated support for the values and ethos of Lutheran Education.
- To satisfy this criterion the applicant shall demonstrate:

- an ability and willingness to articulate the implications of the school's Mission Statement in relation to the school curriculum.
- an ability and willingness to review and reflect positively upon the teacher's own teaching practices and the general school educational practices in light of the school's Mission Statement.
- an ability to incorporate the values of the school's Mission Statement into the school curriculum in line with the demands of good teaching practice.
- active support of school worship.
- provide evidence of completion of or working towards completion of the theological training prescribed by the Board for Lutheran Education Australia as detailed in Clause 2.2 of this Agreement.

SC5 (MENTORING) PROVIDE HIGH LEVEL LEADERSHIP AND PARTNERSHIPS WITHIN THE SCHOOL COMMUNITY - MENTORING/BUDDYING TEACHERS (INCLUDING GRADUATE TEACHERS)

A teacher operating within this phase is able to:

- Assess quickly the professional strengths and weakness of their mentee and accurately identify areas that might require particular support or close monitoring.
- Establish a strong sense of trust and mutual respect in the relationship.
- Employ a range of strategies that improve self esteem and self efficacy.
- Inspire teachers to seek higher goals, meet more challenging expectations and develop an increased sense of professional pride.
- Equip teachers with a range of coping strategies.
- Equip teachers with appropriate tools which they can use to evaluate their own progress, reflect upon their achievements and develop a practical and realistic self improvement plan.

Some indicators of effective practice

- Meets regularly with the mentee for formal and informal reviews of progress and concerns.
- Employs reflective listening techniques to elicit deeper level of understanding of the views, values, attitudes, triumphs and struggles of the mentee.
- Shows sensitivity to others, celebrates difference and treats people with honest and integrity.
- Completes own responsibilities ahead of schedule to allow time to assist the mentee during periods of particularly heavy workloads such as assessment and reporting at the end of each term.
- Introduces mentee to a range of contacts and colleagues, fosters the development of effective channels of communication and acts as a catalyst for developing broader social and professional networks.
- Organises and present workshops on topic relevant to the professional growth and development of other teachers.
- Keeps up with the latest developments in one's own professional area and models best practice in one's own classroom.
- Displays a positive attitude at all times and maintains friendly cheerful demeanour in front of colleagues.

SC5 (LEADERSHIP) PROVIDE HIGH LEVEL LEADERSHIP AND PARTNERSHIPS WITHIN THE SCHOOL COMMUNITY - CURRICULUM PLANNING

A teacher operating within this phase is able to:

- Develop and apply and understanding of the Queensland Curriculum Framework to curriculum policy and program teamwork.
- Contribute to curriculum policy and program team meetings.
- Participate in tasks to support the work of curriculum policy and program teams.

Some indicators of effective practice

- Understands the structure of the Queensland Curriculum Framework.
- Identifies major disciplines underpinning each of the eight learning areas.
- Explains how learning areas are interconnected or linked.
- Demonstrates sound knowledge of key concepts and processes of learning associated with relevant learning areas.
- Articulates core values underpinning Queensland school curriculum.
- Identifies relevant curriculum support documents.
- Describes the relationship between content and pedagogy.
- Uses understanding of curriculum processes and learning theory to support contributions to team discussions.
- Cooperates with team members in order to formulate team responses to curriculum issues.
- Accepts responsibility for completing team-related delegated tasks outside team meetings.
- Seeks further information and support from team members to clarify delegated tasks.
- Gathers classroom-based data and information required to support curriculum policy and program teams.
- Completes key delegated tasks with minimum supervision.
- Adjusts classroom practices as required to ensure consistency with curriculum policy and program initiatives.
- Respects students as individuals with different experiences, skills, talents and interests.
- Response to students' emotional needs by providing appropriate support.
- Accepts and values students' diversity and treats students equitably.
- Listens and responds to students' questions, comments, opinions, thoughts, ideas and silences.
- Adjusts communication styles to cater for diverse student needs.
- Participates in collegial school activities designed to enhance student learning.
- Seeks colleagues' perspectives in attempting to respond to issues, problems or challenges.
- Offers a personal perspective on issues, problems or challenges.
- Acts in such a way as to model respect and support for diversity of teaching and working styles.
- Uses the benefits associated with working with a diverse teaching and non-teaching staff to meet student learning needs.
- Initiates contact with parents or caregivers to report progress or seek support.
- Encourages parents or caregivers to initiate contact to support students' wellbeing.
- Engages in active listening to determine and clarify parent or caregiver concerns and requests.
- Negotiates solutions to respond to parent or caregiver issues, concerns or problems.
- Responds to advice, concerns and requests for assistance by parents or caregivers.
- Explains systemic, district, school and classroom policies and procedures to promote understanding among parents or caregivers.

SCHEDULE 6

Positions of Added Responsibility

1 Introduction

1.1 Coverage

- 1.1.1 The terms and conditions of the Teachers' Award – Non-Governmental Schools contained in Annexure E shall continue to apply to teachers covered by this Schedule.
- 1.1.2 This Schedule shall apply to all teachers appointed to Positions of Added Responsibility up to but not including Deputy Principal and other Senior Administration roles in schools conducted by Employing Authorities which are party to this Agreement.
- 1.1.3 This Schedule provides Positions of Added Responsibility in Lutheran schools that:
- Assure quality learning for students;
 - Provide a satisfactory career path for teachers;
 - Maintain quality management and accountability;
 - Contribute positively to the Christian ethos of the school;
 - Are determined in a fair manner;
 - Receive adequate time to carry out the role; and
 - Receive just remuneration.
- 1.1.4 This Schedule prescribes conditions of employment for PARs in each school covered by the Agreement. A detailed schedule of the PAR unit points shall be set out for each school in the School Profile (SP) that shall include the distribution of PAR points on a secondary curricular, secondary pastoral, and primary basis. In addition, the schedule will contain phasing-in arrangements where these have been negotiated.

1.2 Existing Contractual Arrangements

- 1.2.1 A person currently employed in a Position of Added Responsibility which continues to exist, shall be appointed to that position on the terms included in this Schedule. However, where an existing PAR has been appointed for a period longer than that identified in Clause 6.3 the employee will continue to be appointed for that longer period.
- 1.2.2 A person employed with assured permanency in a Position of Added Responsibility that continues to exist shall be eligible to continue in that position on the same basis as the previous employment, i.e. permanency is assured. Where a school initiates a restructure of PAR positions and provided that the employee shall be remunerated within the terms of this Schedule, the employer may request and the employee may agree that a new contractual arrangement may be entered into as to continued tenure in the position, i.e. the parties may agree to adjust the permanency into fixed term arrangements.

1.3 School Profile

The School Profile shall include details in respect to the distribution of PAR points of the school. It shall be developed to meet the minimum levels indicated in Clause 3 of this Schedule. The Principal has the final decision concerning the distribution of PAR points within the school consistent with the requirements and obligations set out in this Agreement.

1.4 Consultation

Clause 6.3 of this Agreement recognises the importance of consultation in enhancing planning, preventing disputes and improving employee morale. This principle has equal relevance in all aspects of school life including Positions of Added Responsibility. In light of this, it is recommended that schools include key stakeholders in any consultative processes or structures relating to PAR's.

2 Definitions

- 2.1 Positions of Added Responsibility: A PAR is defined as the appointment of a teacher within the school designated to provide support to the Principal in the overall management of the school specifically in the areas of curriculum, pastoral care and other administrative responsibilities. PARs can exist at the secondary, primary or middle years of schooling or from P-12 but do not include Senior Administration roles.
- 2.2 Secondary Curricular Leaders (e.g. Head of Department, Subject Coordinator etc.): These employees will have responsibilities relating to the leadership and management of all duties, programs, teaching staff and activities associated with a subject/KLA/faculty.
- 2.3 Secondary Pastoral Leaders (e.g. Year Level Coordinator, House Leader etc.): These employees will have responsibilities relating to the leadership and management of pastoral duties, behaviour management, teaching staff and activities associated with the climate of Christian care afforded students in the secondary school. This is traditionally a role at the secondary level only as students are no longer with one or two main teachers for the majority of each day, hence the need for additional structures to monitor and support their progress.
- 2.4 Secondary: Secondary is defined as years 7-12.
- 2.5 Primary: Primary is defined as years P-6.
- 2.6 Middle School: In schools with a designated Middle School section or campus, the organization of PARs shall be tailored to fit the philosophy and organization of those individual schools.
- 2.7 Senior Administration Roles: As individual schools determine their own senior leadership structures, the classification of positions as Senior Administration roles is determined by the Principal in each school.

3 Allocation of PAR Points

- 3.1 The following table outlines the minimum points available commensurate with school enrolments for the provision of both allowance payments and release time for Positions of Added Responsibility in schools.

School Classification	Minimum number of PAR Points required
Primary	1 Point for every 20 students (for schools with primary sections of >200 students)
Middle School	Secondary and Primary Points are allocated on a pro-rata basis
Secondary – enrolments <200	1 Point for every 15 students
Secondary – enrolments 200-299	1 Point for every 10 students (at least 20% to be allocated to Pastoral positions)
Secondary – enrolments 300-399	1 Point for every 8 students (at least 20% to be allocated to Pastoral positions)
Secondary – enrolments ≥ 400	1 Point for every 6 students (at least 20% of the Secondary PAR Points must be allocated to Pastoral positions)

- 3.2 Enrolment levels for the purpose of allocation of minimum PAR points at the school level shall be those taken from the August Commonwealth School Census in the year prior to the operating year.
- 3.3 The number of PAR points allocated in accordance with this clause will be in addition to any Senior Administration Roles which may be appointed pursuant to Clause 2.7.
- 3.4 Schools with both Primary and Secondary enrolments (e.g. P-12 Colleges) must add the minimum points for both sections identified in the above table to arrive at the total minimum PAR points for the school.

4 Remuneration and Release Time

4.1 For the purpose of determining the appropriate salary allowance and release time for all PARs,

ONE (1) PAR POINT is equivalent to:

3.75% of Band 3 Step 4 in Allowance, or
45 ± 5 minutes per week (3.75% of 20 hours) in Release Time, consistent with lesson length.

4.2 Time release may be accumulated and offered as an equivalent number of days/year where schools in certain circumstances (e.g. rural or remote) would have difficulty in finding short-term coverage for classes each week and where employee/employer agreement is reached.

5 Classification

5.1 Secondary Curricular Leader: Where secondary curricular leaders are to be appointed, they are to be classified at one of six (6) levels depending on the number of hours occupied on the weekly timetable by classes for that subject/ KLA/faculty and the minimum PAR points afforded each is set out in the following table*[^].

Level	No. of Hours / Week On T'table	Total PAR Points	Release Time Points	Allowance Points
CL1	100+	12	6	6
CL2	80-99	10	5	5
CL3	60-79	8	4	4
CL4	40-59	6	3	3
CL5	20-39	4	2	2
CL6	<20	2	1	1

N.b. CL – Curricular Leader

* Actual salary rates for the current year are set out in Schedule 3

[^]A secondary curricular leader who is appointed to a position where the subject(s) / key learning area occupies 120 hours or more on the weekly timetable, or where there is unusual complexity in the role shall be entitled to negotiate additional points of release time to assist in the administration of the role, provided that in the case of a subject(s)/ key learning area which occupies 120 hours or more on the weekly timetable, the curricular leader will be entitled to the issue of one (1) additional release time point as a minimum.

5.2 Secondary Pastoral Leader: Where secondary pastoral leaders are to be appointed, they are to be classified at one of six (6) levels depending on the equivalent number of students for which each leader takes direct responsibility and oversight. The minimum PAR points afforded each level are set out in the table below*.

Level	No. of Students	Total PAR Points	Release Time Points	Allowance Points
PL1	>180	11	7	4
PL2	151-180	9	6	3
PL3	121-150	7	5	2
PL4	91-120	5	3	2
PL5	61-90	3	2	1
PL6	≤60	2	1	1

N.b. PL – Pastoral Leader

*Actual salary rates for the current year are set out in Schedule 3

5.2.1 Where two (2) or more secondary pastoral leaders share responsibility for the one group of students each PAR, for classification sake, shall be deemed to be responsible for an equal share of the group.

5.3 Other: Additional PAR positions may be required in order to cater for school strategic planning, increasing government compliance etc. These may be permanent or temporary appointments. Examples may include VET Coordination, Sportsmaster, SETP/Careers Coordination, ICT Coordination, Key Teacher, Primary Curriculum Coordination, Primary or Middle School Pastoral Coordination and Values Education Coordination. As these initiatives do not normally sit as classes on a timetable and therefore are unable to be classified as Curricular PARs, the

Principal has the right to create, name and allocate release time and allowance points after taking into consideration aspects such as:

- 5.3.1 The number of students involved.
- 5.3.2 The number of year levels involved.
- 5.3.3 The number of teachers involved.
- 5.3.4 The approximate number of hours required per week to fulfil the role.

- 5.3A Careers Advisers: A Principal shall allocate such release time and/or allowance points considered appropriate for a teacher undertaking careers advising as part of their duties and responsibilities after taking into consideration aspects such as those outlined in sub-clauses 5.3.1 to 5.3.4 above and also as follows:

- 5.3A.1 the number of weeks of the year the employee is required to work;
- 5.3A.2 whether attendance at meetings/ interviews before or after school are required,

provided always that a teacher who undertakes careers advising as part of their duties and responsibilities shall, as a minimum, be appointed as a CL6 (according to the proportion of FTE the teacher undertakes careers advising duties and responsibilities).

- 5.4 As curricular and pastoral leadership roles at the primary and middle-school levels may be significantly different in scope and size to those in the secondary sphere, they should be classified under the "Other" category detailed in Clause 5.3. However, for the purpose of achieving equity, where these roles become similar in size to their secondary counterparts, the respective classification tables in Clauses 5.1 and 5.2 should be used to determine minimum allowance and release time.
- 5.5 Middle School: As Middle Schooling traditionally spans the Primary/Secondary divide, schools with designated Middle Schools should tailor the organization of their PARs to suit their individual philosophy and structure.
- 5.6 Where the employee requests, and the request is agreed to by the Principal, a variation to the release time/allowance split set out in Clauses 5.1 and 5.2 may occur and shall be confirmed in writing and reviewed annually. Such an arrangement shall be reflected in the School Profile.
- 5.7 Changes to PAR classification levels for both secondary pastoral and curriculum leaders necessitated by a rise or drop in either enrolments or hours/week on the timetable can only occur at the start of a school year unless otherwise agreed to by employer and employee, and these changes will be confirmed in writing.
- 5.8 Where PAR's are asked to perform additional duties outside the scope of their role description additional release time and/or payment will be negotiated prior to the PAR undertaking the additional duties. This release time may take the form of a single block or weekly release over a defined period.

6 Selection and Appointment Procedures

6.1 Selection Procedure

- 6.1.1 The Principal shall have the responsibility for the appointment of teachers to Positions of Added Responsibility.
- 6.1.2 Where they currently do not exist, clear role descriptions should be developed along with key selection criteria as part of the selection and appointment process.
- 6.1.3 The suitability of an applicant for a position will be based on the requirements of this role description and success in meeting the key selection criteria.
- 6.1.4 Where it is the school's intention to make an internal appointment to fill a vacant PAR, the Principal should call for expressions of interest from staff members as part of the appointment process.

6.2 Letter of Appointment

A teacher appointed to a Position of Added Responsibility under this Schedule shall be provided with a letter of appointment that outlines the current:

- 6.2.1 Classification of the role (if pastoral or curricular), and
- 6.2.2 Distribution of Allowance and Release Time points for the role.

6.3 Tenure

- 6.3.1 PAR appointments other than those covered by Clauses 1.2 and 6.3.3 are for an initial period of between three (3) to five (5) years unless the position becomes redundant. A further appointment of between three (3) to five (5) years will be made subject to a continued designation of the position and a satisfactory performance review towards the conclusion of the first period of appointment.
- 6.3.2 After the completion of an appointment period of between six (6) to ten (10) years, the Principal may at his/her discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with Clause 6.3.1 above.
- 6.3.3 A temporary PAR may be created in response to an emergent need within the school. In cases such as this, the appointment period may be for less than the three (3) years designated in Clause 6.3.1. Where the position continues to be required at the end of the initial appointment period, the incumbent will be offered a new contract subject to a satisfactory performance review without the need to reapply.
 - (a) Identifiable situations that may require a PAR appointment to be less than three (3) years include:
 - A special project
 - Special Government Grant/s
 - Anticipated cessation of the PAR's corresponding department or section of the school.

6.4 Appointment of Acting Positions

- 6.4.1 The need for an acting Position of Added Responsibility may arise in situations where the incumbent is on leave or an interim vacancy exists. These appointments are for a fixed term of four (4) or more weeks and shall be confirmed in writing.
- 6.4.2 Where the appointment is made across a vacation period or where an acting appointee is required to perform PAR responsibilities over a vacation period, the appointee will be paid at the acting rate for the vacation period.
- 6.4.3 Where appropriate the Principal may call for expressions of interest from current employees regarding the acting position.

7 Termination of Employment

- 7.1 Where a decision is made by the employer not to renew an employee's PAR appointment (for reasons other than unsatisfactory performance) the employer shall give a minimum of three (3) months notice to the employee holding the PAR.
- 7.2 A person whose position is terminated in accordance with Clause 6.3 shall continue to be employed as a teacher under the terms and conditions of the Teachers' Award – Non-Governmental Schools and this Agreement.
- 7.3 Where a decision is made by a PAR employee to resign from their PAR appointment the employee shall give a minimum of three (3) months notice. This period of notice may be reduced by agreement between the employer and employee. The employer shall take into consideration the personal circumstances of an employee in giving consideration to an application to shorten the notice.
- 7.4 Where a PAR employee wishes to relinquish a PAR position but remain on the teaching staff of the school the employer shall, in the first instance, advertise the position internally.
- 7.5 Notwithstanding Clause 7.4 there may be circumstances where a school has insufficient qualified or experienced staff to make an internal appointment.

- 7.6 In the event of unsatisfactory performance of a PAR employee, nothing contained in Clause 7 of this Schedule prevents an employer from conducting a formal review for unsatisfactory performance and following the process set out in Annexure B of this Agreement.
- 7.7 This Clause shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty.

SCHEDULE 7

Schools and Colleges Working Arrangements for Teachers

1. Introduction

The shared intention of the Lutheran Church of Australia Queensland District (LCAQD), and of the employees in its schools, is to provide caring quality Christian education, affordable fees for those who attend Lutheran schools, and due reward and consideration for the employees in those schools.

This document is intended to provide principles of good practice and limits within which schools may work.

2 The Nature of Teachers' Work

Programmed work is defined as those activities a teacher is required to undertake by a school.

In addition to programmed work at school, it is acknowledged that teachers spend considerable amounts of time preparing for that work or in other professional tasks at school, in the community, or at home.

The nature of teachers' work, both programmed work and work undertaken in addition to programmed work, includes the following activities:

- teaching
- planning work
- organising work
- writing programs
- writing units, student handouts etc.
- writing policy and procedures
- setting assessment instruments
- marking papers, essays or other assessments
- preparing lessons
- seeking out resources
- classroom management
- report writing
- reading journals, viewing media, researching excursion opportunities
- preparing speeches, chapel services, devotions etc.
- attending educational meetings (e.g. panels)
- attending Council committees (e.g. Strategic Planning)
- attending P & F meetings
- attending or leading educational conferences and workshops
- moderating performance of students (checking student work for comparability)
- discussing philosophy, strategies etc. with other teachers
- recording, filing, storing materials
- conducting extra curricular programs in sport, recreational or cultural activities
- keeping up with the curriculum, change and various initiatives

It is important to note that this list is not exhaustive.

3. PRINCIPLES OF GOOD PRACTICE

Lutheran schools in Queensland will practise the following principles in the interest of fair and effective administration of their workplaces:

3.1 Teachers and Voluntary Service

Lutheran Schools provide a range of learning experiences in addition to those offered in the curriculum. Within Lutheran schools, teachers support these programs by providing voluntary leadership or assistance. Such service shall be both voluntary (i.e. offered by the teacher) and honorary (i.e. without remuneration). Recognising the voluntary nature of this contribution,

principals will respect the right of teachers to choose, as far as is practical, where and when this contribution is made.

3.2 Affirmative Action

Each school will comply with the Equal Opportunity for Women in the Workplace Act (1999). Each school should appoint an affirmative action co-ordinator to ensure compliance.

3.3 Professional Development

Schools support and encourage teachers to enhance their professional development. This shall be linked to the relevant appraisal system, the goals of the school, the personal goals of teachers as related to their work, and the appropriateness to the teacher's position.

It shall be the school's responsibility for provision of a core of professional development, including release time and course fees within that school's budget. However, courses required for Registration by the State, or Approval/Accreditation by the Lutheran Church are considered to be pre-service requisites and not professional development for the purposes of this clause.

3.4 Workplace Health and Safety

Where a school has a Workplace, Health and Safety Committee it shall include at least one member of teaching staff.

4. OPERATING PARAMETERS: HOURS OF PROGRAMMED WORK

4.1 The School Year

Schools may require teachers to be present for professional duties for up to the equivalent of 41 calendar weeks (Public holidays which fall within this time will be observed). Professional development and other student free activities will be included in this period, but details of timing will be negotiated at the school level.

It is not the intention to increase the quantum of calendar weeks given to professional duties as currently operating in particular schools. If a variation to the existing schedule is sought, it shall be negotiated with staff at the school level.

4.2 The School Week: Secondary

Total programmed work shall be up to 31 hours made up of:

4.2.1 Programmed Subject Area Teaching (including programmed pastoral care classes where there is demonstrable preparation and identifiable follow up required) - 20 hours maximum.

4.2.2 Programmed Preparation and Correction Time

(a) An amount equal to a minimum of 20 per cent of actual programmed subject area teaching time shall be allocated to preparation and correction time as part of the total programmed work.

(b) The primary and main function of such preparation and correction time identified in 4.2.2(a) above shall be to undertake necessary preparation and correction to effectively carry out the role as a teacher.

(c) Such time shall be taken in blocks that facilitate effective and productive preparation and correction. It is recommended that preparation and correction time identified in 4.2.2(a) above in secondary schools be provided in minimum lesson length blocks of useable time.

(d) This provision shall include teachers who hold positions of added responsibility.

(e) Part-time teachers shall receive pro-rata provision of preparation and correction time.

- (f) For the avoidance of doubt, programmed pastoral care classes do not attract a preparation and correction time allocation unless there is demonstrable preparation and identifiable follow up required.
- (g) Where an employee is required to undertake other duties as a result of unplanned timetable changes or scheduled events during preparation and correction time such that a teacher's minimum entitlement of preparation and correction time is not provided over the course of one (1) term, timely consultation will occur at the school level to ensure the provision of the minimum entitlement is made available to the teacher at a time during the term in which the unplanned timetable changes or scheduled school event occurred, unless an alternative time is otherwise agreed between the employee and the employer.

4.2.3 Other School Work – informal pastoral care, marking of roll, sport, supervision, grounds duty, meetings, communication with parents (telephone, email or ad hoc meetings), chapel, 50 minutes per week paid morning tea breaks etc. The time is 7 hours for a teacher on full subject teaching load.

4.2.4 Operating Parameters

Programmed work may be aggregated and averaged in a cyclic timetable which is structured over more than five days. Aggregation and averaging shall not extend beyond the length of the defined cycle.

Where the nature of a teacher's duties require aggregation beyond the length of the school's defined timetable cycle, the principal shall negotiate, with the teacher, an averaging period and aggregation which is consistent with the provisions of Clause 4.

4.3 The School Week: Primary/ Prep

Total programmed work shall be up to 31 hours made up of:

4.3.1 Programmed teaching 24 hours maximum out of the scheduled program for students.

4.3.2 Programmed non-contact time –

- (a) The Parties agree that release time for primary teachers shall be a minimum of two (2) hours per week.
- (b) The primary and main function of such preparation and correction time identified in 4.3.2(a) above shall be to undertake necessary preparation and correction to effectively carry out the role as teacher.
- (c) Where release time is already timetabled in excess of the above, such release time shall not be reduced below a minimum of two (2) hours per week.
- (d) Such time shall be taken in blocks that facilitate effective and productive preparation and correction. It is recommended that preparation and correction time identified in 4.3.2(a) above in primary schools be provided in minimum 30 minute blocks of useable time.
- (e) Where difficulties arise at school due to staff student ratios, then local site variations to the above time line may be permitted by negotiation between parties to this Agreement.

4.3.3 Other school work – staff devotions, supervision, grounds duty, meetings, communication with parents (telephone, email or ad hoc meetings), 50 minutes per week paid morning tea breaks etc. shall be up to 5 hours for a teacher undertaking 24 hours of programmed teaching.

4.4 The School Week: Secondary/Primary

Where teachers work in schools other than stand-alone primary or secondary (e.g. P-12, middle schools), programmed teaching, programmed non-contact time and other work will be calculated on a pro-rata basis.

4.5 Meal Breaks

4.5.1 This clause applies to employees who are teachers.

4.5.2 Teachers are entitled to an unpaid meal break of at least thirty (30) continuous minutes duration per day.

4.5.3 Where supervision or other duties are directed 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, in the event of failure to reach mutual agreement, the following will apply:

(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 150 minutes per teacher per week. This can not be averaged over a longer period.

4.5.4 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

4.6 Daily and Weekly Timetable

At a school level the daily and weekly timetables may be organised to suit the school's own institutional, educational and community needs. All programmed and unprogrammed work shall be worked on a continuous basis and not more than one-third shall be performed before 9 am and after 5 pm. Lunch periods, and other undirected times, do not comprise part of programmed work unless a teacher is directed to undertake supervision of students.

4.7 Assessment and Reporting

The assessment and examination schedule shall be developed at the school level to ensure that the sequencing of examinations/ assessments allow for adequate time for marking and scheduled report writing. The parties recognise that the assessment and examination schedule shall reflect the needs of the school, however also be mindful that the expectations will be consistent with Schedules 7,8 and 9 of this Agreement.

4.8 Occasional Functions

These are functions that a teacher is directed to attend and are not part of the normal weekly schedule such as fetes, presentation nights, parent/teacher evenings. In addition to the total programmed work defined under this clause a maximum of 31 hours may be scheduled by the school within the school year as defined in Clause 4.1.

4.9 Camps

4.9.1 It is understood between the parties that attendance at camps by teachers is both honorary and voluntary. However, where a teacher contributes to the planning of the camp or where overnight attendance occurs, consideration will be given to time release and notified to the teacher prior to the teacher planning or attending the camp.

4.9.2 The parties acknowledge that Schools compensate teachers directed to attend school camps in a variety of ways.

4.9.3 Where a teacher is directed to attend a school camp in excess of hours of duty requirements, compensation for directed attendance at the camp will be negotiated as mutually agreed between the School and teacher prior to the teacher going on the

camp. If mutual agreement as to compensation can not be reached, then the teacher will not be required to attend the camp.

- 4.9.4 For the avoidance of doubt, this clause 4.9 does not apply to those employees who are covered under the following Schedules of this Agreement:
- (a) Schedule 14: Conditions of Employment for Outdoor Education Employees;
 - (b) Schedule 15: Conditions of Employment for Outdoor Education Employees – St Peter's Lutheran College, Ironbark Campus – Site Variation.

5. OTHER CONDITIONS OF EMPLOYMENT

5.1 Leave Without Pay

Teachers may negotiate with their principal to take Leave Without Pay for up to a one year absence.

Leave entitlements (i.e. Long Service Leave, Sick Leave, Annual Leave), salary increments applicable and/or in credit at commencement of such leave will be preserved, provided such teacher returns to work at an LCAQD school or college at the cessation of the approved leave.

5.2 Part-time Provisions

- 5.2.1 Definition. A part-time teacher is a teacher who is engaged on a continuing or fixed-term basis for no more than 80% of total programmed work.
- 5.2.2 The rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of salary prescribed by the award for a teacher of equivalent teaching experience and academic qualification by 60. Part-time teachers employed in accordance with this provision shall accrue a pro-rata entitlement to sick leave and vacation periods based on the average weekly hours of employment.
- 5.2.3 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 hour for every five hours of teaching time. This time shall be paid at the appropriate part-time rate.
- 5.2.4 Payment shall also be made at the prescribed rate to a part-time teacher whose class or classes are not available unless notice has been given to the part-time teacher of the unavailability of such classes on the preceding school day.
- 5.2.5 A part-time teacher shall be employed and paid for a minimum period of three (3) hours on any one day.
- 5.2.6 Part-time teachers may be employed as casual teachers for the purpose of relief teaching and shall be paid for such engagements at the casual rate.
- 5.2.7 Part-time teachers shall be deemed to have completed a year of service when the aggregate amount of programmed work time paid for is 1000 hours.

5.3 Casual Engagements

- 5.3.1 Definition. A casual teacher is a teacher who is engaged and paid as such and who is employed by the hour for a maximum period of 20 working days on any one engagement.

A casual teacher shall be employed for a minimum period of three hours in respect of any one engagement. There shall be a minimum payment of three hours for each day so employed.

- 5.3.2 The rate of payment for casual teachers shall be calculated by dividing the fortnightly rate of salary prescribed by the award for a teacher of equivalent teaching experience and academic qualification by 53 and adding thereto the casual loading set out in Schedule 3. No payment shall be made to such teachers for statutory holidays, school vacation periods or days absent from duty because of illness or any other reason.

5.3.3 Payment for preparation and correction time in accordance with Clause 4.4.5 of the Teachers Award - Non-Governmental Schools shall not apply to casual teachers in respect of the first two days of any one engagement.

5.3.4 The provisions of Clause 5.5 (Salary Increments) of the Teachers' Award – Non-Governmental Schools shall apply to casual teachers. Provided that a casual teacher be deemed to have completed a year of service, only when the aggregate amount of time paid is 1200 hours.

5.4 Existing Employees (Part-Time and Casual)

No existing employee (part-time or casual) will have the basis of their employment changed (i.e. part time to casual or casual to part time) unless the change is agreed to by the employee.

6. GENERAL

6.1 Grievance Procedure

The provision in this Agreement for Preventing and Settling Disputes applies.

6.2 Savings Clause

The accrued entitlements of employees employed at the date of signing, shall not be reduced as a result of this Agreement coming into effect.

SCHEDULE 8

Schools and Colleges Working Arrangements for Teachers St Peters Lutheran College Site Variation

1. Introduction

The shared intention of the Lutheran Church of Australia Queensland District (LCAQD), and the employees in its schools, is to provide caring, quality Christian education for those who attend Lutheran schools. Due reward and consideration will be given to the employees in those schools, as well as maintenance of affordable fees for present and future students of the schools.

This document is intended to provide principles of good practice and limits within which schools may work.

2. The Nature of Teachers' Work

Programmed work is defined as those activities a teacher is required to undertake by a school.

In addition to programmed work at school, it is acknowledged that teachers spend considerable amounts of time preparing for that work or in other professional tasks at school, in the community, or at home.

The nature of teachers' work, both programmed work and work undertaken in addition to programmed work, includes the following activities:

- teaching
- planning work
- organising work
- writing programs
- writing units, student handouts etc.
- writing policy and procedures
- setting assessment instruments
- marking papers, essays or other assessments
- preparing lessons
- seeking out resources
- classroom management
- report writing
- reading journals, viewing media, researching excursion opportunities
- preparing speeches, chapel services, devotions etc.
- attending educational meetings (e.g. panels)
- attending Council committees (e.g. Strategic Planning)
- attending P & F meetings
- attending or leading educational conferences and workshops
- moderating performance of students (checking student work for comparability)
- discussing philosophy, strategies etc. with other teachers
- recording, filing, storing materials
- conducting extra curricular programs in sport, recreational or cultural activities
- keeping up with the curriculum, change and various initiatives

It is important to note that this list is not exhaustive.

3. PRINCIPLES OF GOOD PRACTICE

Lutheran schools in Queensland will practice the following principles in the interest of fair and effective administration of their workplaces:

3.1 Consultation

When allocating duties and apportioning workloads to employees, principals will ensure consultation with teachers in an effort to arrive at a situation of optimum satisfaction to all parties. While principals will have final say in the matter, they will seek to meet the professional requests of teachers.

3.2 Teachers and Voluntary Service

Lutheran Schools provide a range of learning experiences in addition to those offered in the curriculum. Within Lutheran schools, teachers support these programs by providing voluntary leadership or assistance. Such service shall be both voluntary (i.e. offered by the teacher) and honorary (i.e. without remuneration). Recognising the voluntary nature of this contribution, the right of teachers to choose, with the principal's agreement, where and when this contribution is made will be respected.

3.3 Equity

When deciding workloads, principals will strive to arrive at equitable amounts of work for each teacher. Consideration will be given to such issues as class sizes, marking loads, preparation needs in various subject areas and year levels, maintenance of equipment, etc.

3.4 Compensation for Extra Responsibilities

When allocating workloads, principals will take into consideration the total commitment of each person to the life of the school. Where teachers are required by the principal to accept extra responsibility in the school a form of compensation will be negotiated prior to the commencement of the activity.

3.5 Affirmative Action

Each school will comply with the Equal Opportunity for Women in the Workplace Act (1999). Each school should appoint an affirmative action co-ordinator to ensure compliance.

3.6 Professional Development

Schools support and encourage teachers to enhance their professional development. This shall be linked to the relevant appraisal system, the goals of the school, the personal goals of teachers as related to their work, and the appropriateness to the teacher's position.

It shall be the school's responsibility for provision of a core of professional development, including release time and course fees within that school's budget. However, courses required for Registration by the State, or Accreditation by the Lutheran Church are considered to be pre-service requisites and not professional development for the purposes of this clause.

3.7 Workplace Health and Safety

Where a school has a Workplace, Health and Safety Committee it shall include at least one member of teaching staff.

4. OPERATING PARAMETERS: HOURS OF PROGRAMMED WORK

4.1 The School Year

Schools may require teachers to be present for professional duties for up to the equivalent of 41 calendar weeks; this shall be for 40 calendar weeks in the case of St Peters Lutheran College (Public Holidays which fall within this time will be observed). Professional development and other student free activities will be included in this period, but details of timing will be negotiated at the school level.

It is not the intention to increase the quantum of calendar weeks given to professional duties as currently operating in particular schools. If a variation to the existing schedule is sought, it shall be negotiated with staff at the school level.

4.2 The School Week: Secondary

Total programmed work shall be up to 30 hours made up of:

- 4.2.1 Programmed Subject Area Teaching (including programmed pastoral care classes where there is demonstrable preparation and identifiable follow up required) – 20 hours maximum.
- 4.2.2 Programmed Preparation and Correction Time –
 - (a) an amount equal to a minimum of 20 per cent of actual programmed subject area teaching time shall be allocated to preparation and correction time as part of the total programmed work;
 - (b) The primary and main function of such preparation and correction time identified in 4.2.2(a) above shall be to undertake necessary preparation and correction to effectively carry out the role as a teacher. Such time shall be taken in blocks that facilitate effective and productive preparation and correction. It is recommended that preparation and correction time identified in 4.2.2(a) above in secondary schools be provided in minimum lesson length blocks of useable time.
 - (c) This provision shall include teachers who hold positions of added responsibility.
 - (d) Part-time teachers shall receive pro-rata provision of preparation and correction time.
 - (e) For the avoidance of doubt, programmed pastoral care classes do not attract a preparation and correction time allocation unless there is demonstrable preparation and identifiable follow up required.
 - (f) Where an employee is required to undertake other duties as a result of unplanned timetable changes or scheduled events during preparation and correction time such that a teacher's minimum entitlement of preparation and correction time is not provided over the course of one (1) term, timely consultation will occur at the school level to ensure the provision of the minimum entitlement is made available to the teacher at a time during the term in which the unplanned timetable changes or scheduled school event occurred, unless an alternative time is otherwise agreed between the employee and the employer.
- 4.2.3 Other School Work – informal pastoral care, marking of roll, sport, supervision, grounds duty, meetings, chapel, communication with parents (telephone, email or ad hoc meetings), 50 minutes per week paid morning tea breaks etc. The time is 6 hours for a teacher on full subject teaching load.
- 4.2.4 Operating Parameters

Programmed work may be aggregated and averaged in a cyclic timetable which is structured over more than five days. Aggregation and averaging shall not extend beyond the length of the defined cycle.

Where the nature of a teacher's duties require aggregation beyond the length of the school's defined timetable cycle, the principal shall negotiate, with the teacher, an averaging period and aggregation which is consistent with the provisions of Clause 4.

4.3 The School Week: Primary/ Prep

Total programmed work shall be up to 30 hours made up of:

- 4.3.1 Programmed teaching –24 hours maximum out of the scheduled program for students.
- 4.3.2 Programmed non-contact time –
 - (a) The Parties agree that release time for primary teachers shall be a minimum of two (2) hours per week.

- (b) The primary and main function of such preparation and correction time identified in 4.3.2(a) above shall be to undertake necessary preparation and correction to effectively carry out the role as teacher.
- (c) Where release time is already timetabled in excess of the above, such release time shall not be reduced below a minimum of two (2) hours per week.
- (d) Such time shall be taken in blocks that facilitate effective and productive preparation and correction. It is recommended that preparation and correction time identified in 4.3.2(a) above in primary school be provided in minimum 30 minute blocks of useable time.
- (e) Where difficulties arise at school due to staff student ratios, then local site variations to the above time line may be permitted by negotiation between parties to this Agreement.

4.3.3 Other school work – staff devotions, supervision, grounds duty, meetings, communication with parents (telephone, email or ad hoc meetings), 50 minutes per week paid morning tea breaks etc. shall be up to 4 hours for a teacher with 24 hours of programmed teaching.

4.4 The School Week: Secondary / Primary

Where teachers work in schools other than stand-alone primary or secondary (e.g. P-12, middle schools), programmed teaching, programmed non-contact time and other work will be calculated on a pro-rata basis.

4.5 Meal Breaks

- 4.5.1 This clause applies to employees who are teachers.
- 4.5.2 Teachers are entitled to an unpaid meal break of at least 30 continuous minutes duration per day.
- 4.5.3 Where supervision or other duties are directed within the normal timetabled meal break, an alteration to the provision of the minimum unpaid meal break (30 minutes) may be achieved through consultation with teachers, provided that, in the event of failure to reach mutual agreement, the following will apply:
 - (a) All teachers receive a minimum continuous meal break of 20 minutes per day; and
 - (b) Total period for meal breaks is no less than 150 minutes per teacher per week.
 This can not be averaged over a longer period.
- 4.5.4 Where teachers in specialist roles are required to perform duties throughout the course of scheduled meal breaks, a meal break of at least 30 minutes shall be provided at an alternative time determined by agreement between the principal and individual teachers.

4.6 Daily and Weekly Timetable

At a school level the daily and weekly timetables may be organised to suit the school's own institutional, educational and community needs. All programmed and unprogrammed work shall be worked on a continuous basis and not more than one-third shall be performed before 9 am and after 5 pm. Lunch periods, and other undirected times, do not comprise part of programmed work unless a teacher is directed to undertake supervision of students.

4.7 Assessment and Reporting

The assessment and examination schedule shall be developed at the school level to ensure that the sequencing of examinations/ assessments allow for adequate time for marking and scheduled report writing. The parties recognise that the assessment and examination schedule shall reflect the needs of the school, however also be mindful that expectations will be consistent with Schedules 7, 8 and 9 of this Agreement.

4.8 Curriculum Change

Where significant curriculum change occurs in a school, the school will provide an appropriate level of time release and/or other resource support over and beyond the programmed non-contact time provided in 4.3.2 having given consideration to resource standards in the industry. Examples of significant curriculum change would be the Year 2 Net, Student Performance Standards and a restructure of curriculum.

4.9 Occasional Functions

These are functions that a teacher may be directed to attend and are not part of the normal weekly schedule.

In addition to the total programmed work under this clause a maximum of 18 hours may be scheduled by the school within the school year as defined in Clause 4.1. In the case of St Peters this shall be limited to:

- 4.9.1 Up to a maximum of 12 hours for attendance at parent/teacher interviews, in recognition and acknowledgement of the importance of such meetings.
- 4.9.2 Up to a maximum of 6 hours for attendance at:
 - Presentation night
 - Herbsfest
- 4.9.3 A year level parent information evening (one per year).

4.10 Camps

- 4.10.1 It is understood between the parties that attendance at camps by teachers is both honorary and voluntary. However, where the teacher contributes to the planning of the camp or where overnight attendance occurs, consideration will be given to time release and notified to the teacher prior to the teacher planning or attending the camp.
- 4.10.2 The parties acknowledge that Schools compensate teachers directed to attend school camps in a variety of ways.
- 4.10.3 Where a teacher is directed to attend a school camp in excess of hours of duty requirements, compensation for directed attendance at the camp will be negotiated as mutually agreed between the School and teacher prior to the teacher going on the camp. If mutual agreement as to compensation can not be reached, then the teacher will not be required to attend the camp.
- 4.10.4 For the avoidance of doubt, this clause 4.10 does not apply to those employees who are covered under the following Schedules of this Agreement:
 - (a) Schedule 14: Conditions of Employment for Outdoor Education Employees;
 - (b) Schedule 15: Conditions of Employment for Outdoor Education Employees – St Peter's Lutheran College, Ironbark Campus – Site Variation.

5. OTHER CONDITIONS OF EMPLOYMENT

5.1 Leave Without Pay

Teachers may negotiate with their principal to take Leave Without Pay for up to a one year absence.

Leave entitlements (i.e. Long Service Leave, Sick Leave, Annual Leave), salary increments applicable and/or in credit at commencement of such leave will be preserved, provided such teacher returns to work at an LCAQD school or college at the cessation of the approved leave.

5.2 Part-time Provisions

- 5.2.1 Definition. A part-time teacher is a teacher who is engaged on a continuing or fixed-term basis for no more than 80% of total programmed work.

- 5.2.2 The rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of salary prescribed by the award for a teacher of equivalent teaching experience and academic qualification by 60. Part-time teachers employed in accordance with this provision shall accrue a pro-rata entitlement to sick leave and vacation periods based on the average weekly hours of employment.
- 5.2.3 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 hour for every five hours of teaching time. This time shall be paid at the appropriate part-time rate.
- 5.2.4 Payment shall also be made at the prescribed rate to a part-time teacher whose class or classes are not available unless notice has been given to the part-time teacher of the unavailability of such classes on the preceding school day.
- 5.2.5 Part-time teachers may be employed as casual teachers for the purpose of relief teaching and shall be paid for such engagements at the casual rate.
- 5.2.6 Part-time teachers shall be deemed to have completed a year of service when the aggregate amount of programmed work time paid for is 1000 hours.

5.3 Casual Engagements

- 5.3.1 Definition. A casual teacher is a teacher who is engaged and paid as such and who is employed by the hour for a maximum period of 20 working days on any one engagement.

A casual teacher shall be employed for a minimum period of three hours in respect of any one engagement. There shall be a minimum payment of three hours for each day so employed.

- 5.3.2 The rate of payment for casual teachers shall be calculated by dividing the fortnightly rate of salary prescribed by the award for a teacher of equivalent teaching experience and academic qualification by 53 and adding thereto the casual loading set out in Schedule 3. No payment shall be made to such teachers for statutory holidays, school vacation periods or days absent from duty because of illness or any other reason.
- 5.3.3 Payment for preparation and correction time in accordance with Clause 4.4.5 of the Teachers Award - Non-Governmental Schools shall not apply to casual teachers in respect of the first two (2) days of any one engagement.
- 5.3.4 The provisions of Clause 5.5 (Salary Increments) of the Teachers' Award – Non-Governmental Schools shall apply to casual teachers. Provided that a casual teacher be deemed to have completed a year of service, only when the aggregate amount of time paid is 1200 hours.

5.4 Existing Employees (Part-Time and Casual)

No existing employee (part-time or casual) will have the basis of their employment changed (i.e. part time to casual or casual to part time) unless the change is agreed to by the employee.

6. GENERAL

6.1 Joint Working Party

6.1.1 Preamble

The Parties are seeking to create a mechanism at St Peters Lutheran College which might identify and resolve issues relating to the working arrangements for teachers at the College.

To achieve the above, the Parties agree to set up a joint working party to facilitate identification and resolution of these matters with the overall objective of creating a

harmonious working environment in accordance with the Ethos Statement which underpins this Agreement.

6.1.2 Members of the Working Party will be

- a) The Head of College – St Peters Lutheran College;
- b) Two Deputies – St Peters Lutheran College;
- c) One additional member appointed by Head of College;
- d) Junior school teacher;
- e) Middle school teacher;
- f) Senior school teacher;
- g) IEUA-QNT Chapter representative.

(Consultants and other relevant others may be invited to meetings of the Working Party from time to time as decided by the majority of members, teacher representatives are to be elected from their sub-schools)

6.1.3 Meeting of the Joint Working Party may occur outside school hours.

6.1.4. Agreed minutes of the meetings will be recorded and issued to St Peters Lutheran College employees and others as determined by the working party.

6.2 Grievance Procedure

The provision in this Agreement for Preventing and Settling Disputes applies.

6.3 Savings Clause

The accrued entitlements of employees employed at the date of signing, shall not be reduced as a result of this Agreement coming into effect.

SCHEDULE 9

Schools and Colleges Working Arrangements for Teachers Redeemer Lutheran College Site Variation

1. Introduction

The shared intention of the Lutheran Church of Australia Queensland District (LCAQD), and of the employees in its schools, is to provide caring quality Christian education, affordable fees for those who attend Lutheran schools, and due reward and consideration for the employees in those schools.

This document is intended to provide principles of good practice and limits within which schools may work.

2 The Nature of Teachers' Work

Programmed work is defined as those activities a teacher is required to undertake by a school.

In addition to programmed work at school, it is acknowledged that teachers spend considerable amounts of time preparing for that work or in other professional tasks at school, in the community, or at home.

The nature of teachers' work, both programmed work and work undertaken in addition to programmed work, includes the following activities:

- teaching
- planning work
- organising work
- writing programs
- writing units, student handouts etc.
- writing policy and procedures
- setting assessment instruments
- marking papers, essays or other assessments
- preparing lessons
- seeking out resources
- classroom management
- report writing
- reading journals, viewing media, researching excursion opportunities
- preparing speeches, chapel services, devotions etc.
- attending educational meetings (e.g. panels)
- attending Council committees (e.g. Strategic Planning)
- attending P & F meetings
- attending or leading educational conferences and workshops
- moderating performance of students (checking student work for comparability)
- discussing philosophy, strategies etc. with other teachers
- recording, filing, storing materials
- conducting extra curricular programs in sport, recreational or cultural activities
- keeping up with the curriculum, change and various initiatives

It is important to note that this list is not exhaustive.

3. PRINCIPLES OF GOOD PRACTICE

Lutheran schools in Queensland will practice the following principles in the interest of fair and effective administration of their workplaces:

3.1 Consultation

When allocating duties and apportioning workloads to employees, principals will ensure consultation with teachers in an effort to arrive at a situation of optimum satisfaction to all parties. While principals will have final say in the matter, they will seek to meet the professional requests of teachers.

3.2 Teachers and Voluntary Service

- 3.2.1 Lutheran Schools provide a range of learning experiences in addition to those offered in the curriculum. Within Lutheran schools, staff support these programs by providing voluntary assistance via means such as Coordinating and Coaching, but not exclusively so.
- 3.2.2 In recognition of their voluntary assistance in the co-curricular program of Redeemer Lutheran College, the College will compensate participating staff in accordance with the College's "Co-Curricular Management Document" involving a consultative process as agreed by Redeemer Lutheran College Staff on 24 July 2009.
- 3.2.3 Arrangements as outlined in this clause 3.2 are not to disadvantage the College financially and or its competitiveness in the marketplace.

3.3 Equity

When deciding workloads, principals will strive to arrive at equitable amounts of work for each teacher. Consideration will be given to such issues as class sizes, marking loads, preparation needs in various subject areas and year levels, maintenance of equipment, etc.

3.4 Compensation for Extra Responsibilities

When allocating workloads, principals will take into consideration the total commitment of each person to the life of the school. Where teachers are required by the principal to accept extra responsibility in the school a form of compensation will be negotiated prior to the commencement of the activity.

3.5 Affirmative Action

Each school will comply with the Equal Opportunity for Women in the Workplace Act (1999). Each school should appoint an affirmative action co-ordinator to ensure compliance.

3.6 Professional Development

Schools support and encourage teachers to enhance their professional development. This shall be linked to the relevant appraisal system, the goals of the school, the personal goals of teachers as related to their work, and the appropriateness to the teacher's position.

It shall be the school's responsibility for provision of a core of professional development, including release time and course fees within that school's budget. However, courses required for Registration by the State, or Accreditation by the Lutheran Church are considered to be pre-service requisites and not professional development for the purpose of this clause.

3.7 Workplace Health and Safety

Where a school has a Workplace, Health and Safety Committee it shall include at least one member of teaching staff.

4. OPERATING PARAMETERS: HOURS OF PROGRAMMED WORK

4.1 The School Year

Schools may require teachers to be present for professional duties for up to the equivalent of 41 calendar weeks (Public holidays which fall within this time will be observed). Professional development and other student free activities will be included in this period, but details of timing will be negotiated at the school level.

It is not the intention to increase the quantum of calendar weeks given to professional duties as currently operating in particular schools. If a variation to the existing schedule is sought, it shall be negotiated with staff at the school level.

4.2 The School Week: Secondary

Total programmed work shall be up to 31 hours made up of:

- 4.2.1 Programmed Subject Area Teaching (including programmed pastoral care classes where there is demonstrable preparation and identifiable follow up required) – 20 hours maximum.
- 4.2.2 Programmed Preparation and Correction Time
 - (a) An amount equal to a minimum of 20 per cent of actual programmed subject area teaching time shall be allocated to preparation and correction time as part of the total programmed work.
 - (b) The primary and main function of such preparation and correction time identified in 4.2.2(a) above shall be to undertake necessary preparation and correction to effectively carry out the role as a teacher.
 - (c) Such time shall be taken in blocks that facilitate effective and productive preparation and correction. It is recommended that preparation and correction time identified in 4.2.2(a) above in secondary schools be provided in minimum lesson length blocks of useable time.
 - (d) This provision shall include teachers who hold positions of added responsibility.
 - (e) Part-time teachers shall receive pro-rata provision of preparation and correction time.
 - (f) For the avoidance of doubt, programmed pastoral care classes does not attract a preparation and correction time allocation unless there is demonstrable preparation and identifiable follow up required.
 - (g) Where an employee is required to undertake other duties as a result of unplanned timetable changes or scheduled events during preparation and correction time such that a teacher's minimum entitlement of preparation and correction time is not provided over the course of one (1) term, timely consultation will occur at the school level to ensure the provision of the minimum entitlement is made available to the teacher at a time during the term in which the unplanned timetable changes or scheduled school event occurred, unless an alternative time is otherwise agreed between the employee and the employer.
- 4.2.3 Other School Work – informal pastoral care, marking the roll, sport, supervision, grounds duty, meetings, chapel, communication with parents (telephone, email or ad hoc meetings), 50 minutes per week paid morning tea breaks etc. The time is 7 hours for a teacher on full subject teaching load.
- 4.2.4 Operating Parameters – Programmed work may be aggregated and averaged in a cyclic timetable which is structured over more than five days. Aggregation and averaging shall not extend beyond the length of the defined cycle.

Where the nature of a teacher's duties require aggregation beyond the length of the school's defined timetable cycle, the principal shall negotiate, with the teacher, an averaging period and aggregation which is consistent with the provisions of Clause 4.

4.3 The School Week: Primary/ Prep

Total programmed work shall be up to 31 hours made up of:

- 4.3.1 Programmed teaching –24 hours maximum out of the scheduled program for students.
- 4.3.2 Programmed non-contact time –
 - (a) The Parties agree that release time for primary teachers shall be a minimum of two (2) hours per week.

- (b) The primary and main function of such preparation and correction time identified in 4.3.2 (a) above shall be to undertake necessary preparation and correction to effectively carry out the role as teacher.
- (c) Where release time is already timetabled in excess of the above, such release time shall not be reduced below a minimum of two (2) hours per week.
- (d) Such time shall be taken in blocks that facilitate effective and productive preparation and correction. It is recommended that preparation and correction time identified in 4.3.2(a) above in primary schools be provided in minimum 30 minute blocks of useable time.
- (e) Where difficulties arise at school due to staff student ratios, then local site variations to the above time line may be permitted by negotiation between parties to this Agreement.

4.3.3 Other school work – staff devotions, supervision, grounds duty, meetings, communication with parents (telephone, email or ad hoc meetings), 50 minutes per week paid morning tea breaks etc. shall be up to 5 hours for a teacher undertaking 24 hours of programmed teaching.

4.4 The School Week: Secondary/Primary

Where teachers work in schools other than stand-alone primary or secondary (e.g. P-12, middle schools), programmed teaching, programmed non-contact time and other work will be calculated on a pro-rata basis.

4.5 Meal Breaks

4.5.1 This clause applies to employees who are teachers.

4.5.2 Teachers are entitled to an unpaid meal break of at least 30 continuous minutes duration per day.

4.5.3 Where supervision or other duties are directed within the normal timetabled meal break, an alteration to the provision of the minimum unpaid meal break (30 minutes) may be achieved through consultation with teachers, provided that, in the event of failure to reach mutual agreement, the following will apply:

- (a) All teachers receive a minimum continuous meal break of 20 minutes per day; and
- (b) Total period for meal breaks is no less than 150 minutes per teacher per week. This can not be averaged over a longer period.

4.5.4 Where teachers in specialist roles are required to perform duties throughout the course of scheduled meal breaks, a meal break of at least 30 minutes shall be provided at an alternative time determined by agreement between the principal and individual teachers.

4.6 Daily and Weekly Timetable

At a school level the daily and weekly timetables may be organised to suit the school's own institutional, educational and community needs. All programmed and unprogrammed work shall be worked on a continuous basis and not more than one-third shall be performed before 9 am and after 5 pm. Lunch periods, and other undirected times, do not comprise part of programmed work unless a teacher is directed to undertake supervision of students.

4.7 Assessment and Reporting

The assessment and examination schedule shall be developed at the school level to ensure that the sequencing of examinations/ assessments allow for adequate time for marking and scheduled report writing. The parties recognise that the assessment and reporting schedule shall reflect the needs of the school, however also be mindful that the expectations will be consistent with Schedules 7, 8 and 9 of this Agreement.

4.8 Curriculum Change

Where significant curriculum change occurs in a school, the school will provide an appropriate level of time release and/or other resource support over and beyond the programmed non-contact time provided in 4.3.2 having given consideration to resource standards in the industry. Examples of significant curriculum change would be the Year 2 Net, Student Performance Standards and a restructure of curriculum.

4.9 Occasional Functions

These are functions that a teacher is directed to attend and are not part of the normal weekly schedule such as fetes, presentation nights, parent/teacher evenings. In addition to the total programmed work defined under this clause a maximum of 31 hours may be scheduled by the school within the school year as defined in Clause 4.1.

In Redeemer Lutheran College's case, it has been identified that current practice is 16 hours and the administration has agreed not to increase this beyond 18 hours without prior negotiation.

4.10 Camps

4.10.1 It is understood between the parties that attendance at camps by teachers is both honorary and voluntary. However, where a teacher contributes to the planning of the camp or where overnight attendance occurs, consideration will be given to time release and notified to the teacher prior to the teacher planning or attending the camp.

4.10.2 The parties acknowledge that Schools compensate teachers directed to attend school camps in a variety of ways.

4.10.3 Where a teacher is directed to attend a school camp in excess of hours of duty requirements, compensation for directed attendance at the camp will be negotiated as mutually agreed between the School and teacher prior to the teacher going on the camp. If mutual agreement as to compensation can not be reached, then the teacher will not be required to attend the camp.

4.10.4 For the avoidance of doubt, this clause 4.10 does not apply to those employees who are covered under the following Schedules of this Agreement:
 (a) Schedule 14: Conditions of Employment for Outdoor Education Employees;
 (b) Schedule 15: Conditions of Employment for Outdoor Education Employees – St Peter's Lutheran College, Ironbark Campus – Site Variation.

5. OTHER CONDITIONS OF EMPLOYMENT

5.1 Leave Without Pay

Teachers may negotiate with their principal to take Leave Without Pay for up to a one year absence.

Leave entitlements (i.e. Long Service Leave, Sick Leave, Annual Leave), salary increments applicable and/or in credit at commencement of such leave will be preserved, provided such teacher returns to work at an LCAQD school or college at the cessation of the approved leave.

5.2 Part-time Provisions

5.2.1 Definition. A part-time teacher is a teacher who is engaged on a continuing or fixed-term basis for no more than 80% of total programmed work.

5.2.2 The rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of salary prescribed by the award for a teacher of equivalent teaching experience and academic qualification by 60. Part-time teachers employed in accordance with this provision shall accrue a pro-rata entitlement to sick leave and vacation periods based on the average weekly hours of employment.

- 5.2.3 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 hour for every five hours of teaching time. This time shall be paid at the appropriate part-time rate.
- 5.2.4 Payment shall also be made at the prescribed rate to a part-time teacher whose class or classes are not available unless notice has been given to the part-time teacher of the unavailability of such classes on the preceding school day.
- 5.2.5 Part-time teachers may be employed as casual teachers for the purpose of relief teaching and shall be paid for such engagements at the casual rate.
- 5.2.6 Part-time teachers shall be deemed to have completed a year of service when the aggregate amount of programmed work time paid for is 1000 hours.

5.3 Casual Engagements

- 5.3.1 Definition. A casual teacher is a teacher who is engaged and paid as such and who is employed by the hour for a maximum period of 20 working days on any one engagement.

A casual teacher shall be employed for a minimum period of three hours in respect of any one engagement. There shall be a minimum payment of three hours for each day so employed.

- 5.3.2 The rate of payment for casual teachers shall be calculated by dividing the fortnightly rate of salary prescribed by the award for a teacher of equivalent teaching experience and academic qualification by 53 and adding thereto the casual loading set out in Schedule 3. No payment shall be made to such teachers for statutory holidays, school vacation periods or days absent from duty because of illness or any other reason.
- 5.3.3 Payment for preparation and correction time in accordance with Clause 4.4.5 of the Teachers Award - Non-Governmental Schools shall not apply to casual teachers in respect of the first two days of any one engagement.
- 5.3.4 The provisions of Clause 5.5 (Salary Increments) of the Teachers' Award – Non-Governmental Schools shall apply to casual teachers. Provided that a casual teacher be deemed to have completed a year of service, only when the aggregate amount of time paid is 1200 hours.

5.4 Existing Employees (Part-Time and Casual)

No existing employee (part-time or casual) will have the basis of their employment changed (i.e. part time to casual or casual to part time) unless the change is agreed to by the employee.

6. GENERAL

6.1 Grievance Procedure

The provision in this Agreement for Preventing and Settling Disputes applies.

6.2 Savings Clause

The accrued entitlements of employees employed at the date of signing, shall not be reduced as a result of this Agreement coming into effect.

6.3 Date of Operation

This Agreement has been in operation since 1 January, 1997.

SCHEDULE 10

School Officer Classification

WAGE RELATIVITIES

Level	Step	Relativity
1	1	88
	2	90
	3	92
	4	94
2	1	96
	2	99
	3	100
3	1	100
	2	102
	3	107
	4	110
4	1	112
	2	115
	3	118
5	1	122
	2	125
	3	128
6	1	132
	2	139
	3	146
	4	154
	5	161
7	1	163
	2	166
	3	169
	4	172
	5	175

RECLASSIFICATION PROCESS FOR SCHOOL OFFICERS

Reclassification arising out of Schedule 10 shall be dealt with under clause 5.24.

3. CLASSIFICATION PROCESS

3.1 Characteristics and Qualifications

- 3.1.1 Competency of Employee
- 3.1.2 Supervision of Employees Work
- 3.1.3 Supervision of Others

4. MATRIX OF TYPICAL SKILLS AND DUTIES

- 4.1 Employee Assisting Student Learning
- 4.2 Laboratory Employees
- 4.3 Administration Employees
- 4.4 Information Services and Resource Employees
- 4.5 Computer / ICT Employees

CHARACTERISTICS AND QUALIFICATION

Competency of Employee

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
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 or a broad range of skills	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 the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills	Competency at this level involves the use of self-directed development and application of expert knowledge with extensive recognised expertise in some areas.
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	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 other skills are applied to roles and functions in both varied and highly specific contexts.	Competency at this level involves the delivery of professional services within defined accountability levels	An employee at this level is expected to carry out a high proportion of tasks involving complex, specialised or professional functions
	There is limited complexity of choice of actions required	There is some complexity in the extent and choice of actions required	There is complexity in the ranges and choice of actions required			
Competencies are normally used within established routines, methods and procedures that are predictable	Competencies are normally used within 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 normally applied independently and are substantially non-routine	
Judgement against established criteria is also involved	Discretion and judgement about possible actions are involved in some cases	Some discretion and judgement is 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, work organisation and achieving outcomes within time constraints for self and/or others.	Significant discretion and judgement is required in planning, design, of professional, technical or supervisory functions related to services, operations or processes	Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgement, which may have effect beyond a work area
					Employees at this level are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation	
					Employees may operate individually or as a member of a team	

Supervision of Employees' Work

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Work is performed under close supervision either as an individual or in a team environment	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.	.	Is accountable to the school or college administration for the conduct of their work
Work is regularly checked	Work is intermittently checked.	Work may be checked in relation to overall progress		Work is usually measured in terms of the achievement of known objectives to agreed technical standards.	Work is usually measured in terms of the achievement of known objectives to agreed professional standards	Within the constraints set by management, an employee works autonomously and is responsible for the professional content of the work performed
Less direct guidance and some autonomy may be involved when working in teams	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.		Works under broad guidance in accordance with a broad plan or strategy	
	May involve detailed instructions in some situations.	May involve a level of autonomy when working in teams.			May involve autonomy when working in accordance with a broad plan or budget strategy	

Supervision of Others

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
An employee at this level will have no supervisory responsibilities	Within a team responsibility for some roles and coordination may be required	Limited responsibility for the work of others may be involved	The work of others may be supervised	The work of others may be supervised		
	Provide guidance to other employees at a lower level	Team co-ordination may be required	Teams may be guided or facilitated.	Teams may be guided or facilitated.		
	Provide assistance to less experienced employees at the same level	Assistance and/or guidance may be provided to other employees	May have 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 and accountability is exercised within defined parameters, either for the supervision and monitoring of the work of employees of a lower level or for a defined work function	May be required to provide active supervision of and be responsible for other staff
			Training of subordinate staff may be required.	Supervision and training of lower level positions may or may not be involved.		

Levels 1 to 7 Qualifications Matrix

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
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.	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.

4. Matrix of Typical Duties/Skills as follows:

Employee Assisting Student Learning

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Assist developmentally appropriate student learning, either individually or in groups, under the direct supervision of an academic staff member where discretion and judgement are involved in some cases.</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.</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>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.</p> <p>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.</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>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).</p> <p>Employees at this level are required to exercise discretion and judgement to modify education programmes to meet the learning needs of specific students.</p> <p>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.</p> <p>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.</p> <p>Under broad guidance, supervise the operations of the school's processes and activities in relation to overseas students.</p> <p>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.</p> <p>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.</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.</p> <p>Operate and be accountable for the quality of output of a section or function within the school.</p>

Laboratory Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Provide science program assistance where discretion and judgement are involved in some cases.</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 members(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. 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. Administer the allocation and monitoring of resources in the laboratory. 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>7.2.1 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</p>

					<p>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>
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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.</p> <p>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.</p> <p>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.</p> <p>Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures.</p> <p>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 judgement 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.</p> <p>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.</p> <p>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.</p> <p>Direct and supervise the work of administrative/clerical and/or other staff.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>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.</p> <p>Identify policies and procedures requiring review or re-development, and define relevant issues.</p>

Administration Employees cont..

<p>Operate within well established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc.</p> <p>Under the direct supervision of the principal or nominee, contact parents, students and/or others in relation to school attendance and related matters.</p> <p>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>Prepare and process payroll transactions within routines, methods and procedures. Within routines, methods and procedures: provide administrative support to senior management; arrange appointments and 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>From verbal or rough handwritten instructions; answer non-standard executive correspondence, prepare papers, briefing notes, or other written material.</p> <p>Utilizing a variety of 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 award entitlements.</p> <p>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.</p> <p>NOTE An employee is not required to perform all duties listed to satisfy this skill descriptor.</p> <p>Train staff classified at lower levels by means of personal instruction and demonstration.</p> <p>Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students.</p>	<p>Prepare the accounts of the school to operating statement stage and assist in the formulation of period and year-end entries.</p> <p>Provide advice requiring knowledge of policies and / or the interpretation of rules or regulations within their area of operation. Assist in developing policy and procedures relating to their work area and identifying future trends.</p> <p>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>Provide financial, policy, or planning advice which may include providing reports, statistical surveys and advice on regulations and procedures.</p> <p>Monitor expenditure against a budget at a school level, draft financial forecasts / budgets at organizational level and / or prepare complex financial reports.</p> <p>Administer programs with a range of tasks such as advice on financial implications, interpretation of information, assistance and advice concerning complex issues.</p> <p>Prepare correspondence which is complex, original and which initiates or responds to new cases or situations.</p>	<p>Provide written reports to the school executive on complex matters, suggesting alternative courses of action and analyzing the implications of each alternative.</p> <p>Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of staff or clients.</p> <p>Be substantively involved in the construction of annual and forward planning school budgets</p> <p>Manage the operations of a discrete organizational area, program or administrative function.</p>
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Administration Employees cont...

<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 a knowledge of relevant industrial awards and agreements and occupational health and safety requirements. 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>Supervise staff including participation in induction, training, review, counselling and appraisal and providing feedback on performance.</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>
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	<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>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>	
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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.</p> <p>Maintain a booking system for equipment use and for the organisation of repairs and replacement of equipment.</p> <p>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.</p> <p>Receive and deal with initial requests for information from library clients.</p> <p>Under the direct supervision of an academic staff member(s), assist in the demonstration of routine library operations and procedures.</p> <p>Under the direct supervision of an academic staff member(s), assist in the supervision of students in the library.</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.)</p>	<p>Search and verify bibliographical data where some discretion and judgement are involved.</p> <p>Copy catalogue books, magazines, journals and recorded material where some discretion and judgement are involved.</p> <p>Maintain circulation systems where some discretion and judgement are involved.</p> <p>Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures.</p> <p>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</p> <p>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.</p> <p>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.</p> <p>Administer the allocation and monitoring of resources in the library/resource centre.</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</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</p>

				area of responsibility; submit recommendations for decision and prepare supporting statements as necessary.	<p>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 on policy formulation to senior management.</p>
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Computer/ICT 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.</p> <p>Operate within well established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc.</p>	<p>Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets.</p>	<p>Within a variety of routines, methods and procedures, maintain the hardware and software components of a computer network and provide user support.</p> <p>Responsibility for and/or training of subordinate staff in limited areas may be required.</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: 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).</p>	<p>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.</p> <p>Be responsible for the development of software, hardware or applications systems based on the use of current computer techniques.</p> <p>Be responsible for the development of computer systems, and recommend changes and improvements in systems where appropriate.</p> <p>Undertake maintenance programming tasks, including investigation and design requirements necessary to implement changes to existing systems.</p> <p>Provide advice to the senior executive of the school on the operations/future directions 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>	<p>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.</p> <p>Consult with departmental computer users to understand and meet the needs of the department and resolve problems concerning systems.</p> <p>Investigate and design the implementation of computer systems to meet specific needs of work areas.</p> <p>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.</p> <p>Develop and present appropriate computer training courses.</p>

SCHEDULE 11

Job Share

1. INTRODUCTION

1.1 Definition

Job-sharing is a voluntary arrangement in which a full-time position is divided between two employees with both having shared responsibility for the position during the life of the arrangement.

1.2 Principles

- (a) job-sharing is entered into voluntarily;
- (b) job-share arrangements shall be flexible and accommodate the employer and employee needs; and
- (c) All requests for job-share arrangements are subject to the approval of the principal.

2. Arrangements for teachers

2.1 Application

A full-time teacher may apply to the school for his or her position to be considered for job-share.

When considering the application, the principal will have regard to the following:

- (a) whether job-sharing the position is appropriate for:
 - (i) the school;
 - (ii) the position concerned;
 - (iii) the particular class level and educational needs of the students;
- (b) how many positions might be affected;
- (c) what process will be used to determine the teachers who will job share and under what arrangements the teachers will work, including:
 - (i) the days worked by each teacher;
 - (ii) the communication process between the teacher and the relevant supervisor/s, and between the teachers themselves;
 - (iii) division of planning and non-contact time;
 - (iv) the expectations placed upon teachers in relation to participation in excursions and co-curricular activities where relevant;
 - (v) participation in parent teacher interviews;
 - (vi) participation in playground and bus supervision;
 - (vii) participation in assessment and reporting;
 - (viii) attendance at staff meetings and other meetings;
 - (ix) participation in professional development;
 - (x) any matters considered relevant by the principal; and
 - (xi) any other matters considered relevant by each of the principal and employees to the position to be shared.

2.2 Appointment

Upon appointment, each participant will receive an individual letter of appointment from the principal which specifies the arrangements determined in 2.1 above, and also identifies the following:

- the position concerned and the continuing status of that position;
- the fixed nature of the arrangement;
- the fixed term status of any replacement employee if applicable; and

- the duration of the arrangement.

2.3 Alteration to arrangements

Where the participants seek to amend the terms of the arrangements, the further approval of the principal is required and he or she shall have regard to the elements contained in 2.1

3. Arrangements for School Officers and Ancillary Staff

3.1 Application

A full-time employee may apply to the school for his or her position to be considered for job-share.

When considering the application, the principal will have regard to the following:

- (a) whether job-sharing the position is appropriate for:
 - (i) the school;
 - (ii) the position concerned;
- (b) how many positions might be affected;
- (c) what process will be used to determine the employees who will job share and under what arrangements the employees will work, including:
 - (i) the days worked by each employee;
 - (ii) the communication process between the employees and the relevant supervisor/s, and between the employees themselves;
 - (iii) attendance at staff meetings and other meetings;
 - (iv) participation in professional development; and
 - (v) any other matters arising out of the position to be shared.

3.2 Appointment

Upon appointment, each participant will receive an individual letter of appointment from the principal which specifies the arrangements determined in 3.1 above, and also identifies the following:

- the position concerned and the continuing status of that position;
- the fixed nature of the arrangement;
- the fixed term status of any replacement employee if applicable; and
- the duration of the arrangement.

3.3 Alteration to arrangements

Where the participants seek to amend the terms of the arrangements, the further approval of the principal is required and he or she shall have regard to the elements contained in 3.1

4. Conditions and Entitlements

4.1 Duration

All job-share arrangements are made for a maximum period of one school year.

4.2 Size of School / Ratio

The number of job-share arrangements approved by the principal in any one school will not usually exceed one to seven full-time employees employed at the school.

4.3 Rates of Pay

Payment is made in accordance with the scale of salaries prescribed in Schedule 3, based on the percentage division of the work.

4.4 Entitlements

All entitlements to annual leave (where applicable), annual leave loading (where applicable), sick leave, long service leave, public holidays, superannuation and benefits provided under the Award or this Agreement are provided on a pro-rata basis.

In the event that one participant is absent on sick leave and a replacement is required, the other participant may be offered the relief work. If the relief work is accepted, the participant will be paid at the ordinary hourly rate and accrue appropriate leave entitlements for those hours.

In the event that the other participant refuses the offer, or is unavailable to accept the offer, a relief employee may be engaged and paid on either a short term contract or a casual basis

Long service leave, parental /paternity leave, and/or special leave may be granted within the period of the job share arrangement. The local arrangements for applying and taking such leave continue to apply.

4.5 Calculation of service

All work undertaken by job-share employees counts towards incremental progression on a pro-rata basis.

4.6 Professional development days

Job share employees are expected to report for full day duty for the pupil free days nominated for professional development activities during the school year declared by the employer as requiring attendance by all employees.

All attendance required beyond the proportion that the participant's arrangement bears to a full time employee will be paid time.

SCHEDULE 12

Conditions of Employment for Kitchen Staff, Bus Drivers, Grounds Staff, Laundry Staff, Tuckshop Staff, Caretakers, Cleaners & Minor Maintenance Staff

PART 1

1. DEFINITIONS

1.1 Full Time Employee

Is employed for 38 hours per week for a full year.

1.2 Term Time Employee

1.2.1 A full time term time employee is employed for 38 hours per week during school term.

1.2.2 A part time term time employee is employed to work a constant number of regular hours per week during school term.

1.2.3 A term time employee can be required to work up to a maximum of 48 weeks per year.

1.3 Casual Employee

Is employed to work irregular hours, by the hour (a minimum of 2 hours per engagement with 2 hours advance notice).

1.4 School Term

The school term for term time employees is that period of time:

- (a) Boarding Schools - commencing on the first day of the school term on which boarders are due to enter the school and ending on the last day of the school term after the boarders are due to leave the school.
- (b) Non-Boarding Schools - commencing on the first day of the school term on which students are requested to be at school and ending on the last day of term that students are required to be at school.

2. HOURS

Employees may operate on a seven day roster, working five days per week with two consecutive days off. The normal spread of hours is from 6:00am - 7:00pm, Monday to Saturday. Provided that, where the employer and a majority of the employees affected at a workplace agree, an employee/s may commence normal hours on or after 5.00am without the payment of penalty rates.

Normal daily hours may be up to eight on any one day exclusive of a meal break of half an hour.

3. WAGE RATES AND PAYMENT

Wage rates are set out in Schedule 3 (Rates of Payment: Wages and Allowances) of this Agreement. Wages shall be paid fortnightly preferably by way of electronic funds transfer directly to employees bank accounts. Employees must ensure that the school has current and accurate details of account numbers for wage payment purposes. Changes to bank accounts must be notified to the accounts office at least one week prior to pay day.

A casual employee shall be paid an hourly rate of 1/38 of the appropriate base rate presented to this Agreement, plus the loading of set out in Schedule 3. Such loading shall be in lieu of all leave entitlements applicable.

A part time employee working twelve hours or less per week may elect to be paid as a casual, while preserving their permanent/term time part time status.

Employees will be granted the facility to have deductions from their payroll for payroll subscriptions, union fees etc. However, the school may limit the number of deductions to not more than five per employee and require a minimum number of employees before a deduction category is agreed to.

4. HOLIDAYS

Full time employees shall at the end of each year of employment be entitled to four weeks annual leave on full pay plus 17.5% loading. It is expected that full time employees would take this leave during the term breaks, but consideration may be given to requests for leave at other times. Consideration will be given to requests for pro rata entitlements to be taken from time to time during the school year.

Term time employees shall receive pro rata holiday and leave entitlements calculated on the ratio of hours work to normal working hours available in a full year. The basis for the calculation of pro rata entitlement will be four weeks per year annual holiday and a 17.5% annual leave loading.

As term time employees work normally for approximately 40 weeks of the year, their "holidays" will fall during school holiday periods. Pro rata holiday pay and leave loading will be paid at the commencement of the school holidays at the end of 4th term.

No provision exists for term time employees to take holidays during term time. An employee requiring extended time off during term time for family considerations may be given approval at the discretion of the principal, subject to satisfactory arrangements for staffing to be maintained.

5. PERSONAL/CARER'S LEAVE

Personal / Carer's leave for full time employees is ten days per annum and term time employees will be entitled on a pro rata basis. This is currently equivalent to six (6) days per year for a full time term time employee and less for a part time term time employee, depending on hours worked. Personal/ Carer's leave days are cumulative while employed continuously in Queensland Lutheran Schools.

6. OVERTIME

6.1 All work in excess of eight hours in any one day (or 38 hours in any one week) will be paid for as overtime at the rate of time and one half for the first three hours and double time thereafter.

6.2 Notwithstanding 7.1 above, an employee may agree to work longer hours on any one day up to a maximum of 10 hours and work an equivalent number of hours to those extra hours worked less on other days, in lieu of overtime payments.

6.3 All work outside the normal spread of hours will be paid for as overtime at the rate of time and one half for the first three hours and double time thereafter.

7. TIME WORKED ON PUBLIC HOLIDAYS

7.1 All time done by any employee on a public holiday shall be paid for at the rate of double time and a half with a minimum of four hours.

7.2 For the purposes of this provision, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

7.3 Where there is agreement between the employer and employee, an employee may be paid at the normal rate for working on a public holiday and be given a day off in lieu. 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 this clause.

8. CONTINUOUS EMPLOYMENT

A term time employee maintains continuous employment by continuing employment at the commencement of the following school year as a term time employee, irrespective of any work that may be performed elsewhere in non school term periods. A break in employment for three months

or more will be considered to be a break in continuous employment, in calculating an employee's service for leave entitlements.

9. ALLOWANCES

Broken Shift

All employees (except cleaners) working a broken shift (that is an unpaid break in excess of one hour) will be paid up to \$5.28 for each such day. A cleaner working such a broken shift is entitled to a payment of \$6.91 per shift for each broken shift so worked.

Washing Dusters, Handtowels, Teatowels etc.

Washing of dusters etc. by cleaners on their own time and away from the school will be compensated for by an allowance of a minimum of one hour paid time in addition to time worked at the school.

The following Award Allowances do not apply -

Washing Dusters/Hand towels

Toilet Cleaning

Leading Hand

Except for the above, all allowances prescribed by the relevant Awards will apply.

10. ROSTERED DAYS OFF

Employees will take their rostered day off on the day scheduled. If that day is not taken on agreement between the employer and employee the day must be taken at a mutually acceptable time, but within one month.

PART 2 – Employee Categories Not Included:

Nurses

Guidance Counsellors - School Officers Award

Building Workers - Construction Industry

Uniform Shop/Bookshop Assistants

PART 3 – Employee Categories

Level	Categories
P	- All Level 1 employees may be required to serve a Probationary Period of up to 3 months. If their performance is determined as unsatisfactory during this period, they may be dismissed with one week's notice. Details of counselling during this process to be resolved.
1	- Cleaners, no toilets but cleaning all windows, boarding house bathrooms, carpets, external paths and gathering spaces, etc. - Kitchen Hands in Refectories, Dining Halls - Boarding House Domestic Staff, cleaning, mending, washing, ironing, etc. - Boarding House Laundry Staff - unqualified. - Groundsperson - Basic Duties, weeding, trimming, mowing (hand and ride-on). - Using and maintaining hand tools. - Unskilled worker, not elsewhere specified
1 (a)	- Cleaners, whose duties include or may include toilet cleaning.
2	- Groundsperson - Higher Duties, pool maintenance including handling of chemicals, use and maintenance of large motorised mowers and slashers, line marking, fertilising and spraying, use and maintenance of mechanised hand tools. - Cooks, Unqualified and Assistant - in Refectories and Dining Halls - Cleaner - Higher Duties/Special Skill - Greenkeeper, Unqualified (as described in the Award) - Tuckshop Assistants - Minor Maintenance Person, Unqualified - Minor repairs, routine maintenance and painting to buildings and school equipment (furniture and equipment). - Supervisor of up to 5 Level P and Level 1 staff

- Bus Driver of up to 25 capacity bus.
- 2(a) - Bus Driver of over 25 capacity bus.
- 3
 - Qualified Greenkeeper (as described in the Award)
 - Qualified Cooks
 - Supervisor of Level 2 Staff
 - Supervisor of in excess of 5 staff
 - Qualified Tradesperson
- 4
 - Advanced Tradesperson
 - Tradesperson supervising other staff
 - Supervisor of Level 3 Staff

SCHEDULE 13

Implementing Teacher Professional Development

Teachers' responsibilities

Teachers have a responsibility to remain engaged with their profession and to maintain and improve their proficiency by participating in a variety of work-related developmental activities. These activities may include:

- professional reading
- formal courses of study (including but not limited to the Graduate Diploma of Theology in Education / Masters of Theology)
- active membership of a professional education organization(s) (e.g., subject association)
- relevant workshops, seminars and lectures
- paraprofessional work (e.g., moderation and marking for QSA)
- contribution to relevant publications
- mentoring colleagues, student teachers and beginning teachers
- educational research
- committee membership and contribution
- observation visits
- participation in subject-related community activities (e.g., environmental groups, choirs, sports etc.)
- ICT integration into the classroom in conjunction with the schools ICT plan.

Schools' responsibilities

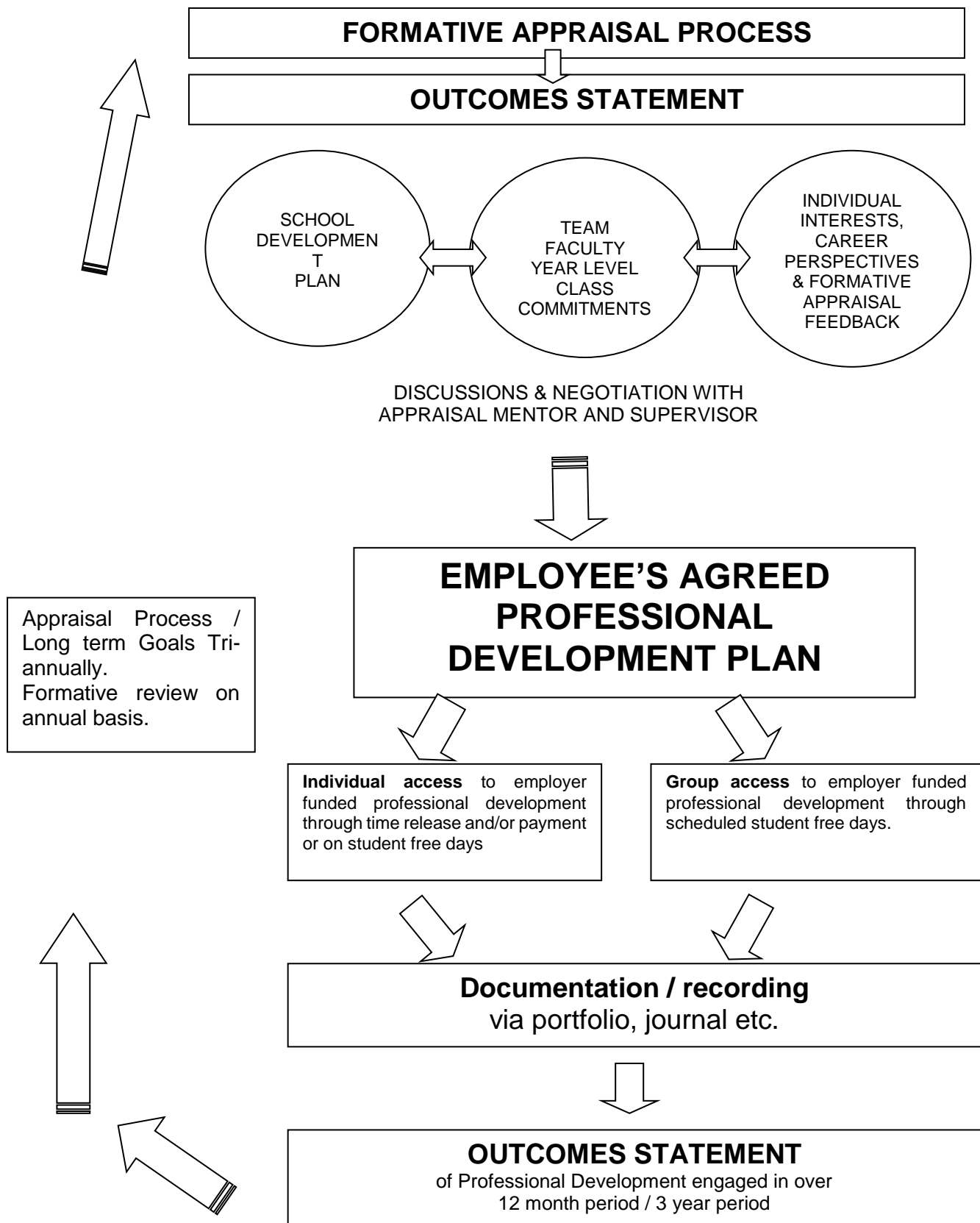
Schools have a responsibility to encourage and facilitate the professional development of their teachers. Schools must involve teachers in the planning and delivery of professional development and to support teachers in meeting their obligations. Schools can do this in a number of ways including:

- maintaining a professional library and subscribing to professional publications
- advertising opportunities for professional development
- subsidising the costs of agreed formal courses of study
- granting release time for workshops, seminars and observation
- running or hosting professional development activities
- providing opportunities for higher duties and extended responsibilities
- other ways as determined by the school

Planning, Monitoring and Engagement

Teacher participation in Professional Development should be planned and purposeful, incorporating both long and short-term goals. Professional Development should reflect in part the ongoing professional conversation between employees and their mentors, colleagues and supervisors. Notwithstanding this, however, a degree of flexibility needs to be acknowledged as unforeseen opportunities and needs arise.

In negotiating and formulating a Professional Development Plan, teacher, mentors, and supervisors should take into account the broad context of past involvement, career plans, personal situations, school needs, current performance, other professional responsibilities and personal professional interests. Diagrammatically this can be represented as follows:



SCHEDULE 14

Conditions of Employment for Outdoor Education Employees

1 HOURS OF DUTY

Teaching Staff

The ordinary hours of duty for teaching staff will be based on the annual quantum of 1271 hours (not including rostered time for board and lodging), provided that no more than 34.5 hours may be rostered in any one week.

Non-Teaching Staff

The ordinary hours of duty for non-teaching staff will be based on the annual quantum of 1976 hours (not including rostered time for board and lodging), provided that no more than 48 hours may be rostered in any one week.

2 TYPES OF DUTY HOURS

The annual quantum of hours will be comprised of the following types of duty hours. The employee's annual salary will constitute the remuneration for all of these duty hours.

2.1 Rostered Duty Hours

Rostered Duty Hours are all hours for which an employee may be rostered for duty that are not otherwise defined as duty hours in this clause.

The maximum number of rostered duty hours that may be worked by Teaching Staff is 1005 hours per annum.

The maximum number of rostered duty hours that may be worked by Non-Teaching Staff is 1558 hours per annum.

2.2 Accumulated Rostered Day Off (ARDO)

ARDOs are non-duty times available to be taken at a time suitable to both the Centre and the Employee (usually rostered by the Director at the end or beginning of the year and added onto vacation periods.)

Employees are entitled to 114 hours for the purposes of ARDOs per annum.

These days are in recognition and in lieu of additional hours that employees work or may be called into work during the course of the rostered duty time (i.e.) weekend work, public holidays, travelling location. The employee is paid for the Accumulated Rostered Day Off but is not required to be at the centre.

2.3 Rostered Time For Board and Keep

In addition to the hours of duty in clause 1 above, an extra ten (10) hours per week (or 410 hours per annum) may be 'rostered duty time' (for applicable employees) in exchange for the provision of board and lodgings.

2.4 Employer Rostered Professional Development

Employer Rostered PD hours are hours which may be used for Employer rostered and provided professional development. This professional development could include such activities as orientation, module training for the Centre activities, first aid training, WH&S, etc.

All employees will be required to be available for employer rostered PD for a minimum of 114 hours per annum.

2.5 Personal Rostered Professional Development

Personal Rostered PD hours are hours which will be used for professional development involving an industry recognised activity and undertaken and paid for by the employee. Such professional development may include TAFE subjects or the outdoor components of modules such as rafting hours or bushwalking etc.

All employees will be required to undertake personal rostered PD for a minimum of 38 hours per annum.

Employees will not be required to be at the Centre during these hours but will be accountable to the Centre Director. Evidence of the way in which the time has been utilised may be required. All costs incurred which relate to the professional development will be met by the employee.

3 OCCASIONAL FUNCTIONS HOURS

Occasional functions hours are for functions that a teacher is directed to attend and are not part of the normal weekly schedule such as fetes, presentation nights, parent/teacher evenings. In addition to the hours of duty in clause 1 above, a maximum of 31 hours may be scheduled by the Centre within the school year for the purpose of such functions.

4 CAMPING OUT ALLOWANCE

Employees required to camp away from permanent accommodation shall be paid a camping allowance in accordance with the Wages Table at the end of this Schedule for each night spent in camp.

5 CAMPING OUT – ACCOMMODATION

Employees required to camp away from permanent accommodation shall be provided with all tents and camping utensils.

6 FOOD

Where the employer supplies meals to employees, such meals shall be of sufficient quantity, sound and well cooked.

7 PROTECTIVE CLOTHING

- (a) All employees shall be provided with all necessary protective clothing required for in the performance of their duties.
- (b) All protective clothing shall be laundered and maintained by the employee on a regular basis.
- (c) All protected clothing shall remain the property of the employer and shall be returned to the employer in a satisfactory condition (fair wear and tear expected) on termination of employment.

8 MISCELLANEOUS

All employees working in Outdoor Education Centres are required to have a current Blue Card and first aid qualifications.

9 OUTDOOR EDUCATION CLASSIFICATION STRUCTURE

The classification structure for Non-Teaching employees engaged under this Schedule will be consistent with current School Officers' Award classifications for supervision, competency and formal qualifications.

10 TYPICAL DUTIES / SKILLS

The parties will collaboratively develop a schedule of typical duties and skills for non-teaching employees employed within Queensland Lutheran School Outdoor Education Centres within the life of this Agreement.

11 PAYMENT OF SALARY

All Employees

An employee who works a full school year is entitled to be paid for 52 weeks in that year. Where an employee works less than a full school year, the employee will receive a proportion of the annual salary for that year i.e. if an employee works half a school year they are paid 26 weeks.

Non-Teaching Employees

Subject to the application of junior rates below, Non-Teaching Employees in Outdoor Education Centres will be paid in accordance with the Wages Table at the end of this Schedule. If such employees are currently being remunerated above these rates, they will remain on the higher rates and the percentage increases prescribed in clause 4.1 of this Agreement will apply to their higher rate.

Junior Employees

The following junior rates will apply to Non-Teaching employees appointed at Level 1 or 2, provided that employees engaged at Level 2 will be engaged on junior rates for a maximum of two years:

Age	Percentage of applicable rate in Wages Table
15 and under 16	45%
16 and under 17	50%
17 and under 18	55%
18 and under 19	65%
19 and under 20	75%
20 and under 21	85%

An example of an Outdoor Education Employee's Annual Roster Hours

Maximum hours	1976
Less annual leave	152
Maximum rostered hours	1824
Less Employer rostered professional development	114
Sub-Total	1710
Less Employee rostered professional development	38
Sub-Total	1672
Less Accumulated Rostered Days In Lieu (TOIL)	114
Sub-Total	1558
Plus Rostered time for Board & Lodging (where applicable)	410
TOTAL	1968

Weeks worked in a school year 41 ($1968 \div 41 = 48$ hours) therefore each Outdoor Education Employee may be rostered to work 48 hours per week.

Example of an Outdoor Education Teaching Employee

Hours per week *	31
School year 41 x 31	1271

	1271
Less employer professional development	114
Sub-total	1157
Less employee professional development	38
Sub-total	1119
Less Accumulated Rostered Days in lieu (TOIL)	114
Sub-total	1005
Plus Rostered time for Board & Lodgings (where applicable)	410
TOTAL Hours	1415

* St Peter's (Ironbark) to be based on 30 hours per week.

Therefore $1415 \div 41 =$ maximum hours of 34.5 hours per week.

Outdoor Education – Wages Table for non-teaching staff

Effective from first full pay period after* –

Classifica tion	Relativity	1-Mar-15				1-May-16				1-Jul-17				1-Jul-18			
		Increase greater of \$23 pw or		2.7%		Increase greater of \$23.80 pw or		2.2%		Increase greater of \$26 pw or		2.7%		Increase greater of \$26 pw or		2.7%	
		fortnightly	annual	part-time	casual 25%	fortnightly	annual	part-time	casual 25%	fortnightly	annual	part-time	casual 25%	fortnightly	annual	part-time	casual 25%
Level 1																	
Step 1	88	1712.20	44670	22.5290	28.1610	1759.80	45911	23.1550	28.9440	1811.80	47268	23.8390	29.7990	1863.80	48625	24.5240	30.6550
Step 2	90	1739.50	45382	22.8880	28.6100	1787.10	46624	23.5140	29.3930	1839.10	47980	24.1990	30.2480	1891.10	49337	24.8830	31.1040
Step 3	92	1767.00	46099	23.2500	29.0630	1814.60	47341	23.8760	29.8450	1866.60	48698	24.5610	30.7010	1918.60	50054	25.2450	31.5560
Step 4	94	1795.10	46832	23.6200	29.5250	1842.70	48074	24.2460	30.3080	1894.70	49431	24.9300	31.1630	1946.70	50787	25.6140	32.0180
Level 2																	
Step 1	96	1822.70	47552	23.9830	29.9790	1870.30	48794	24.6090	30.7620	1922.30	50151	25.2930	31.6170	1974.30	51508	25.9780	32.4720
Step 2	99	1860.90	48549	24.4860	30.6070	1908.50	49791	25.1120	31.3900	1960.50	51147	25.7960	32.2450	2013.40	52528	26.4920	33.1150
Step 3	100	1878.60	49011	24.7180	30.8980	1926.20	50253	25.3450	31.6810	1978.20	51609	26.0290	32.5360	2031.60	53002	26.7320	33.4140
Level 3																	
Step 1	100	1878.60	49011	24.7180	30.8980	1926.20	50253	25.3450	31.6810	1978.20	51609	26.0290	32.5360	2031.60	53002	26.7320	33.4140
Step 2	102	1912.10	49885	25.1590	31.4490	1959.70	51127	25.7860	32.2320	2012.60	52507	26.4820	33.1020	2066.90	53923	27.1960	33.9950
Step 3	107	1987.80	51860	26.1550	32.6940	2035.40	53102	26.7820	33.4770	2090.40	54536	27.5050	34.3820	2146.80	56008	28.2470	35.3090
Step 4	110	2041.40	53258	26.8610	33.5760	2089.00	54500	27.4870	34.3590	2145.40	55971	28.2290	35.2860	2203.30	57482	28.9910	36.2380
Level 4																	
Step 1	112	2078.60	54229	27.3500	34.1880	2126.20	55470	27.9760	34.9700	2183.60	56968	28.7320	35.9140	2242.60	58507	29.5080	36.8850
Step 2	115	2133.70	55666	28.0750	35.0940	2181.30	56908	28.7010	35.8770	2240.20	58445	29.4760	36.8450	2300.70	60023	30.2720	37.8400
Step 3	118	2189.60	57124	28.8110	36.0130	2237.80	58382	29.4450	36.8060	2298.20	59958	30.2390	37.7990	2360.30	61578	31.0570	38.8210
Level 5																	
Step 1	122	2263.70	59058	29.7860	37.2320	2313.50	60357	30.4410	38.0510	2376.00	61987	31.2630	39.0790	2440.20	63662	32.1080	40.1350
Step 2	125	2319.50	60513	30.5200	38.1500	2370.50	61844	31.1910	38.9880	2434.50	63514	32.0330	40.0410	2500.20	65228	32.8970	41.1220
Step 3	128	2374.30	61943	31.2410	39.0510	2426.50	63305	31.9280	39.9100	2492.00	65014	32.7890	40.9870	2559.30	66770	33.6750	42.0940
Level 6																	
Step 1	132	2450.30	63926	32.2410	40.3010	2504.20	65332	32.9500	41.1880	2571.80	67096	33.8390	42.2990	2641.20	68906	34.7530	43.4410
Step 2	139	2584.10	67417	34.0010	42.5020	2641.00	68901	34.7500	43.4380	2712.30	70761	35.6880	44.6100	2785.50	72671	36.6510	45.8140
Step 3	146	2717.80	70905	35.7610	44.7010	2777.60	72465	36.5470	45.6840	2852.60	74421	37.5340	46.9180	2929.60	76430	38.5470	48.1840
Step 4	154	2853.10	74435	37.5410	46.9260	2915.90	76073	38.3670	47.9590	2994.60	78126	39.4030	49.2530	3075.50	80237	40.4670	50.5840
Step 5	161	2983.90	77847	39.2620	49.0770	3049.50	79558	40.1250	50.1560	3131.80	81706	41.2080	51.5100	3216.40	83913	42.3210	52.9010
Level 7																	
Step 1	163	3024.40	78904	39.7950	49.7430	3090.90	80638	40.6700	50.8370	3174.40	82817	41.7680	52.2110	3260.10	85053	42.8960	53.6200
Step 2	166	3080.20	80359	40.5290	50.6610	3148.00	82128	41.4210	51.7760	3233.00	84346	42.5390	53.1740	3320.30	86623	43.6880	54.6100
Step 3	169	3135.50	81802	41.2570	51.5710	3204.50	83602	42.1640	52.7060	3291.00	85859	43.3030	54.1280	3379.90	88178	44.4720	55.5900
Step 4	172	3191.30	83258	41.9910	52.4880	3261.50	85089	42.9140	53.6430	3349.60	87388	44.0740	55.0920	3440.00	89746	45.2630	56.5790
Step 5	175	3247.00	84711	42.7240	53.4050	3318.40	86574	43.6630	54.5790	3408.00	88911	44.8420	56.0530	3500.00	91312	46.0530	57.5660
Camp allowance		7.04				7.20				7.39				7.59			

*Fortnightly rates represent the rates payable for the purposes of this Agreement. Annual figures are included for information purposes only.

Casual hours were calculated with a divisor of 76 with 25% loading.

SCHEDULE 15

Conditions of Employment for Outdoor Education Employees - St Peter's Lutheran College, Ironbark Campus Site Variation

This variation to Schedule 14 pertains to teachers and school officers employed by St Peter's Lutheran College, Ironbark Campus except as varied all other conditions, salaries and allowances pertaining to teachers and school officers in this Agreement are to be observed.

1. Ironbark Campus Programmed Year

St Peter's Lutheran College Ironbark Campus may require teachers to be present for professional duties up to the equivalent of 40 calendar weeks per year at Ironbark Campus and non-teaching staff, up to the equivalent of 48 calendar weeks.

Public holidays that fall within this time will be observed where practically possible if not alternative days will be negotiated at the campus level for employees to access these gazetted public holidays.

Professional development and other student free activities will be included in this period with details of time to be negotiated at the campus level. It is not the intention to increase the quantum of calendar weeks given to professional development as currently operating in this particular campus and if a variation to this is sought it would be negotiated with staff at the campus level.

2. The School Week

The total programmed time on a weekly basis will be up to 30 hrs per week. The program time will be the maximum time the teacher is required to be involved in teaching duties with students at Ironbark Campus. A teacher may be further called upon for up to a maximum of 8 hrs of any one week. In recognition of this teaching employees will receive an allowance of 4% of the annual base salary. This allowance is in recognition of the particular type of work undertaken by teaching staff at St Peter's Lutheran College, Ironbark Campus.

At Ironbark Campus the daily, weekly and yearly timetables may be organised to suit the campus's own unique outdoor education and educational community needs. All programmed and un-programmed work shall be performed on a continual basis.

Lunch breaks and other undirected time do not comprise part of programmed work unless an employee is directed to undertake a particular duty. Where significant curriculum change occurs at Ironbark Campus the college will provide an appropriate level of time release and / or other resource support to the above programmed time to adequately resource, develop and plan these significant curriculum changes.

3. Employer Rostered Professional Development

Employer rostered professional development will be utilised by St Peter's Lutheran College, Ironbark Campus to provide professional development for all staff. This professional development will include such activities as orientation, module training for the centre's activities, first aid training, Workplace Health and Safety, critiquing and development for programs and peer review as well as peer instruction.

The employer will document and maintain documentation of all employee's professional development delivered during programmed time. The professional development shall be no less than 114 hrs in any one year.

This professional development will be developed in conjunction with the employee so as to fulfil the employees' annual professional development plan.

4. Personal Professional Development

Personal professional development are hours which will be utilised by an employee for their own individual personal development. If it is during camp programmed time an employee would require approval from the campus director to attend.

If personal professional development is taken outside the programmed time at Ironbark Campus the employee has their discretion over how it will be utilised. Any costs incurred in relation personal professional development will be met by the employee.

The professional development shall be no less than 38 hours in any one year.

5. Camping Out Allowance

Employees required to camp away from permanent accommodation shall be paid a camping allowance in accordance with the Wages Table at the end of this Schedule for each night spent in camp.

6. Camping Out – Accommodation

Employees required to camp away from permanent accommodation shall be provided with all tents and camping utensils.

7. Food

Where the employer supplies meals to employees, such meals shall be of sufficient quantity, sound and well cooked.

8. Protective Clothing

All employees shall be provided with all necessary protective clothing required for in the performance of their duties.

All protective clothing shall be laundered and maintained by the employee on a regular basis.

All protective clothing shall remain the property of the employer and shall be returned to the employer in a satisfactory condition (fair wear and tear expected) on termination of employment.

SCHEDULE 16

Conditions of Employment for Boarding Schools Supervision Staff (House Parents, Senior Residents, Junior Residents)

1. Introduction

The shared intention of Lutheran Education Queensland (LEQ) and the employees in its boarding schools is to provide caring and quality supervision (which includes responsibility for the pastoral welfare of students and general functions of the boarding house) for those students who live in boarding facilities attached to Queensland Lutheran Schools.

2. Definition

- 2.1. "Agreement" means the *Queensland Lutheran Schools Single Enterprise Agreement 2013* to which this Schedule is attached (as amended or replaced from time to time).
- 2.2. "Boarding school" means any School listed in Schedule 1 bound by this Agreement, which provides board and lodging to primary and/or secondary students, and which is co-located with the School.

3. Coverage

- 3.1. The employees covered by this Schedule include House Parents, Senior Residents and Junior Residents employed in a Boarding School.
- 3.2. This Schedule does not apply to:
 - 3.2.1. Employees designated Head of Boarding or Senior Co-ordinator of Boarding.
 - 3.2.2. Those persons employed at Boarding Schools co-located with Outdoor Education Centres operated by Queensland Lutheran Schools. Pursuant to clause 5.34 of the Agreement, Schedules 14 and 15 set out the terms and conditions for these employees
 - 3.2.3. 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. As provided in clause 5.7 of the Agreement, terms and conditions for these employees are set out in Schedule 12 of the Agreement.
 - 3.2.4. Those persons who are in Holy Orders, members of a recognised religious order or are bona fide Church workers.

4. Categories of Employment

4.1. House Parent

- 4.1.1. An employee at this level may be responsible for the smooth and efficient management of student activities in the boarding house (involving the pastoral care and welfare of students and general functions of the boarding house).
- 4.1.2. Implement school policy and procedures under minimal supervision.
- 4.1.3. Supervision of Junior Residents and Senior Residents.
- 4.1.4. Liaison with parents where discretion and judgment are required.

4.2. Senior Resident

- 4.2.1. Ensure that students understand and adhere to School policies which involve the application of knowledge with depth in some areas.

4.2.2.Oversee and monitor the departure and return of students on weekend leave in accordance with existing routines methods and procedures.

4.2.3.Supervision of study and homework where direction and judgment are required.

4.2.4.Supervision of student activities and outings where direction and judgment are required (involving the pastoral care and welfare of students and general functions of the boarding house).

4.2.5.Under general guidance provide supervision of meals and meal times.

4.2.6.Liaise with parents as the need arises and as provided for in existing School policy.

4.2.7.Reception duties including basic administration, distribution and posting of mail, provision of phone cards, stamps etc in accordance with existing routines methods and procedures.

4.3. Junior Resident

4.3.1.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.

4.3.2.Assist 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 using established routines methods and procedures.

4.3.3.Ensuring students rise, attend to personal hygiene, personal housekeeping and community duties under the direction of a more senior employee.

4.3.4.Assist in the supervision of study and homework.

4.3.5.Assist in the supervision of student activities and outings as required.

5. Types of Employment

5.1. Full Time Employment

A full time employee is an employee who is engaged to work 38 hours per week, or an average of 38 hours per week pursuant to clause 9 – Hours of Work of this Schedule.

5.2. Part Time Employment

5.2.1.A part time employee is an employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week (refer to clause 9 – Hours of Work) and/or for less than the school year and who has reasonably predictable hours of work.

5.2.2.A part time employee shall be paid an hourly rate of 1/38th of the weekly rate for the employee's classification.

5.2.3.A part time employee shall be entitled, on a pro rata basis, to annual leave, personal/ carer's leave, and long service leave.

5.2.4.At the point of engagement, the employer and part time employee will agree on the number of hours to be worked by the employee, such hours to be aggregated and averaged in a cyclic roster in accordance with clause 11.2.

5.2.5.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 10.

5.2.6. The terms of the agreement in sub-clause 5.2.4 may be varied by agreed between the employer and an employee. Any such variation will be recorded in writing.

5.3. Casual Employment

5.3.1. From time to time the employer may offer existing employees additional hours of work on a casual basis.

5.3.2. A casual employee is an employee engaged as such.

5.3.3. A casual employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification, plus the loading set out in Schedule 3.

5.3.4. A casual employee will be engaged and paid for a minimum of two (2) hours for such engagement.

5.3.5. A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with the employer's usual payment cycle.

5.4. Board and Lodging – Junior Residents

Junior Resident (Board and Lodging) is an employee who is engaged to work 12 hours per week for 48 weeks in return for board and lodging (excluding meals except as provided for in clause 14 of this Schedule) for 52 weeks.

6. Wages and Wage Related Matters

6.1. All employees to which this Schedule applies shall be classified according to the structure set out in clause 5 – Types of Employment.

6.2. Wage rates applicable to employees to which this Schedule applies are set out in Schedule 3 of this Agreement.

6.3. Where a Junior Resident is required to work more than 12 hours per week averaged over 48 weeks, the Junior Resident shall receive the casual rate specified in Schedule 3 for each hour worked above 12 hours averaged over 48 weeks.

6.4. The following junior rates will apply to employees covered by this Schedule:

Age	Percentage of applicable rate in Wages Table
16 and under 17 years of age	50%
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 and under 21 years of age	85%

6.5. Incremental Advancement

6.5.1. The Junior Resident, Senior Resident and House Parent categories of employment have various 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.

6.5.2. For the purposes of establishing the entitlement of an employee to a yearly pay increment, a year's service shall constitute 1824 hours of duty.

6.5.3. Employees may only move between categories of employment by being appointed to the position. There is no automatic movement from Junior Resident to Senior Resident or to House Parent.

6.6. Boarding and Lodging – Senior Residents and House Parents

Senior Residents and House Parents will receive boarding and lodging (excluding meals except as provided for in clause 14) for 52 weeks of the year in addition to the scheduled wage where they are required to sleep over as part of their role and responsibilities. Reasonable property maintenance requests will be attended to in a timely manner.

7. Sleepover Allowance

- 7.1. An employee who is provided, at no cost to the employee, with reasonable accommodation including living quarters, fuel and light, available to the employee for their exclusive use is not entitled to payment of a sleepover allowance.
- 7.2. Where an employee is not ordinarily provided, at no cost to the employee, with reasonable accommodation including living quarters, fuel, and light, available to the employee for their exclusive use, and the employer requires the employee to sleepover, an allowance per sleepover is payable at the rate specified in Schedule 3A of this Agreement.

8. Employee Undertaking Higher Level Duties in an Acting Capacity

- 8.1. An employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.
- 8.2. Where the employee performs such duties for more than five (5) days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid at the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 8.3. Where the employee performs those duties:
 - 8.3.1. For five (5) days or less; or
 - 8.3.2. For more than five (5) days and is not required to perform all of the duties or substantially the whole type of duties in the acting capacity, remuneration will be as negotiated between the employer and the employee in that acting capacity for the duration of the appointment.

9. Hours of Work

- 9.1. Subject to this clause, a full time employee's ordinary hours of work will be 38 hours per week.
- 9.2. The ordinary hours of work for a Part Time or Casual employee will be in accordance with clause 5 – Types of Employment.
- 9.3. The ordinary hours of work may be averaged over a period of time not exceeding 48 weeks, provided that no more than 48 hours may be rostered on in any one week.
- 9.4. The ordinary hours of work shall be worked on no more than five (5) days in any seven (7) days (Monday to Sunday). However, the employer will endeavour to roster two (2) consecutive days off wherever possible.
- 9.5. An example of a full time boarding employee's annual roster of hours:

Maximum Hours	1976
Less Annual Leave	152
Maximum Rostered Hours	1824

Weeks worked in a school year including professional development are 41 ($1824 \div 41$) = 44.5. Therefore, each full time boarding employee may be rostered to work up to an average of 44.5 hours per week over 41 weeks. The quantum of hours will include professional development. Where professional development occurs at the beginning of the year the quantum of time available for rostered duties will be reduced to take account of time allocated to professional development.

10. Rostering

- 10.1. For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least seven (7) days before the commencement of the roster period.
- 10.2. A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven (7) days' notice.
- 10.3. Notwithstanding clause 10.2, a roster may be altered at any time to enable the functions of the employer to be carried out where another employee is absent from work due to illness or in emergency. In such circumstances, unless agreed between the employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift.

11. Overtime

- 11.1. The employer may require a Full Time or Part Time employee to work reasonable additional hours.
- 11.2. Rostered duties may be aggregated and averaged in a cyclic roster which is structured over more than five (5) days, however, averaging and aggregating shall not extend beyond the length of the defined cycle.

Where an employee is required to work beyond the total number of ordinary hours permitted by this Schedule 16 in any cycle, overtime shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter.

12. Public Holidays

- 12.1. Where an employee is required to work on a public holiday the employee is entitled to be paid at the rate of 250% for ordinary hours performed, or a day off instead of payment, as determined by the employer in consultation with the employee.
- 12.2. The final decision as to whether payment is made at the rate specified in clause 12.1 for ordinary hours performed or a day off instead of payment is provided to an employee required to work on public holiday rests with the employer.

13. Rest Pauses and Meal Break

13.1. Rest Break

At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three (3) hours worked, with a maximum of two (2) rest breaks per shift. The employer and an employee may agree to one (1) rest break of 20 minutes in place of the two (2) 10 minute rest breaks.

13.2. Meal Break

An employee is entitled to an unpaid meal break of 30 minutes no later than five (5) hours after commencing work. Meal breaks shall be arranged to meet the mutual convenience of the employer and the employee.

14. Meal Allowance

An employee who is required to be on duty during meal times, or immediately after a meal time, will be entitled, at no cost to the employee, to the meal provided to the school boarding students.

15. No Disadvantage

The content of this Schedule 16 provides the minimum entitlements for boarding supervision employees in Queensland Lutheran Boarding Schools who are covered by this Schedule. However, where an employee covered by this Schedule, at the time the Queensland Lutheran Schools Single Enterprise Agreement 2013 incorporating this Schedule 16 was made, currently receives a benefit/s and/or condition/s in excess of those contained in this Schedule 16, that employee will continue to receive at least that existing benefit/s and/or condition/s.

ANNEXURE A

Requirements for School Employees

As part of their commitment to upholding and promoting the ethos of the school and reflected in clause 2.2 of this Agreement and in the interests of improved efficiency and production, employees agree to accept the following Code of Conduct.

1. Employees should maintain good financial records and observe open and proper conduct in operations involving school money.
They should not conduct any private business venture which involves use of school resources or equipment without gaining permission from their employer.
They should gain permission from their employer before borrowing any of the school's property for private use.
2. Employees should declare to the employer any conflict of interest between their employment and their private affairs, for example, buying of the school text books which they have edited or charging tutoring costs for extra work done with their own students.
3. Employees should observe school protocols when communicating with parents, school governors or Church officials; any official communication needs to go through the designated channels.
Nor should they make public statements or issue media releases on behalf of or in the name of the school without the school's official permission.

ANNEXURE B

Formal Review for Unsatisfactory Performance

Preamble

A formal review for unsatisfactory performance serves two purposes. Most importantly, it provides a further process for genuinely helping the employee improve their conduct, capacity or performance to a satisfactory level and it ensures that legal requirements relating to due process and documentation are complied with.

When an employee's conduct, capacity or performance is unsatisfactory or deficient, the following steps should be undertaken by the employer.

This formal review will take place after departmental review/in-house evaluation and where appropriate, the provision of professional development to address any perceived unsatisfactory performance.

This Annexure B (Formal Review for Unsatisfactory Performance) does not apply to probationary employees.

1. Investigation

A proper investigation of the circumstances should be carried out. It is insufficient merely to rely on the fact that allegations have been made.

An investigation may include the following:

- (i) assessing any relevant documentation, including a personnel file;
- (ii) interviewing persons who may have (or should have) knowledge of the employee's performance;
- (iii) assessing statistical information if that is an appropriate method of assessing performance in the particular case.

Whichever method is used, the investigation must be carried out promptly.

Investigations that prove groundless should be noted in the employee's file, and the employee should be notified accordingly.

2. Interview

If, after an appropriate investigation has been carried out, the employer is satisfied that there is substance to the allegation of unsatisfactory performance and wishes to investigate it further, an interview should be arranged with the employee concerned as soon as practicable. Copies of the documentation relevant to the allegation will be provided to the employee at the time of notification of the interview.

The employee should be notified of the interview which should be confirmed in writing.

The notification should include :

- (i) the time and place of the interview;
- (ii) the general nature of the matters to be discussed;
- (iii) the employee's right to have a person of their choice (including a Union representative) present.

In arranging an interview, it is the employer's responsibility to cater for any of the employee's "special circumstances". This may include assessment of language skills (need for an interpreter), health and family issues.

At the interview :

- (i) the employer should have his/her own witness present;
- (ii) notes of the meeting should be taken;
- (iii) details of the deficient or unsatisfactory performance should be provided to the employee. This should be in sufficient detail to enable the employee to respond and address the issues raised adequately;
- (iv) the employee should be given the opportunity to respond to the allegations and to raise any other matters which the employee considers to be relevant. If the employee wants time to consider the matters raised, it should be allowed, but it should be limited to the shortest reasonable time.
- (v) the employer and employee should negotiate a time by which standards are to be achieved.

3. Outcome of Interview

If, having regard to all matters raised at the interview and to the employee's response, the employer considers that no action is required, the employee should be advised in writing accordingly. Should action be deemed necessary, the employee will be advised in person with written confirmation, including :

- (i) that the employer has considered all matters raised at the interview, including the employee's response;
- (ii) that the employer believes that the employee's performance is deficient;
- (iii) details of the deficiencies;
- (iv) the standards which need to be met and the agreed time within which that must be achieved;
- (v) a review date in respect of the employee's performance against those standards. (The employer may wish to confirm that the employee will be subject to ongoing review, if that is to be the case, but that further discussion will need to take place on the first review date);
- (vi) the potential consequences of failing to achieve the standards within the time frame, including the ultimate possibility of termination of employment.
- (vii) the name of a nominated contact within the organisation (e.g. the employee's supervisor or a negotiated mentor) with whom the employee can discuss any matters which are unclear or from whom any assistance may be gained;
- (viii) details of counselling and/or professional development (where applicable) available to the employee
- (ix) that the employee was given an opportunity to be represented at the meeting; and
- (x) that the employee was given an opportunity to respond to the matters raised at the meeting.

4. Review

The review should occur whether or not the employee's performance has improved.

If the employee's performance has improved, the employee should be informed of this in writing. However, the need to continue to improve to reach and maintain the agreed standards should be reinforced and confirmed in writing.

If the employee's performance has not sufficiently improved, the investigation, interview and review process should be repeated.

If the second review finds the employee's performance is still unacceptable the employer may choose to: continue with disciplinary action/counselling in accordance with the four stage process outlined above; or find an alternative arrangement in the organisation (e.g. change of duties or position location) if in all the circumstances, dismissal is the only other option; or dismiss the employee if in all the circumstances termination would not be harsh, unjust or unreasonable and where (a) and (b) are not justifiable alternatives. The employer should notify the employee in the following manner of their dismissal:

- The employee should be informed by the employer of the reason for their dismissal and the employee should be allowed to respond to the allegations.
- The employer should provide the employee with written notice in accordance with the relevant state and commonwealth statutory requirements. The minimum period of notice depends on the employee's length of service and their age. Payment may be made in lieu of notice.
- The employer should ensure the process of formal review of unsatisfactory performance has been followed and that each stage has been fully documented.

ANNEXURE C

Serious Misconduct and Summary Dismissal

1. Serious Misconduct

Occasionally an employee may be challenged for behaviours which constitute serious misconduct and, as a consequence, may result in the employer seeking to terminate the employee's services.

In cases of serious misconduct, an employee may be dismissed provided:

- The incident/s or behaviour have been thoroughly investigated
- The employee has been allowed to respond to the allegations in a meeting, and
- The employer considers all information received and conveys the decision in person and in writing.

Deficiencies relating to conduct, capacity or performance are dealt with under Annexure B of this Deed.

2. Termination for Misconduct

If the misconduct is so serious that dismissal is the most appropriate action, certain steps need to be followed to ensure that the dismissal conforms with guidelines and requirements set down by law and follows procedures which guarantee procedural fairness and natural justice.

Procedure

If there is some initial evidence that an employee may have a case to answer in respect of the alleged serious misconduct, the following steps need to be taken:

- (a) Ensure that the facts have been adequately investigated to make sure that there is no other explanation for what has happened. For example, if bank documents appear to show that money is missing, it should be firstly confirmed with the bank that the documents are accurate.
- (b) At an initial meeting, alert the employee to the concerns, specifying particular instances. If appropriate, the results of any investigations that have been made should be provided to the employee in writing.
- (c) At the time of arranging a second meeting with the employee, notify him/her that they may have a third party present at the meeting as an advisor of their choice. When determining the timing of the meeting the availability of the advisor must be taken into account. The status of this advisor is that of participant in the meeting.
- (d) At the meeting, the following steps should be addressed:
 - (i) The employee is requested to respond to these concerns or allegations. The employee has the right to note the allegations and respond within a reasonable time either verbally or in writing.
 - (ii) The employer must consider and investigate any alternate explanations for the alleged severe misconduct. It may be necessary to convene another meeting(s) to fully consider all the evidence.
 - (iii) If the employer believes the response is inadequate, explain to the employee why it is inadequate and give the employee the opportunity to amend their response once the nature of the inadequacy is understood.
 - (iv) If the employee admits the allegations but indicates that there are some mitigating circumstances, these should be taken into consideration when determining how the situation will be dealt with.
- (e) The discussions which take place should be documented accurately and after due consideration, both parties should be requested to sign a copy attesting to the accuracy of the written minutes. If it is established that there is no satisfactory explanation for what has happened and the alleged severe misconduct is clearly proven, the employee may be liable for dismissal. There needs to be sufficient evidence that the conduct is serious enough to justify dismissal in itself. Suitable time should be taken after the meeting to reflect upon the employee's response before a decision is made whether the employee is to be dismissed.
- (f) Should dismissal be deemed necessary, the employee will be advised in person and with written confirmation including:
 - (i) that the employer has considered all evidence and matters raised at the meeting, including the employee's response;
 - (ii) that the employer believes that the employee's behaviour is of such magnitude as to be serious misconduct

- (iii) the reasons why the employee's behaviour has lead to the decision of dismissal.
- (iv) the employer should provide the employee with written notice in accordance with the relevant statutory requirements. Payment may be made in lieu of notice.

The employer should ensure that due process has been carried out throughout all stages and thorough documentation made.

- (g) During the investigation process, the employer may choose to suspend the employee on full pay if it is deemed to be appropriate.
- (h) If, having regard to all matters investigated and the employer determines that no action is required, the employee should be advised in writing accordingly. In situations where the employer determines that while the employee's behaviour was serious it did not warrant dismissal, and may therefore choose to serve the employee with a written warning.

3. **Summary Dismissal**

Summary Dismissal is a very serious and decisive action and is therefore only warranted in a situation where the employee's conduct or capacity is of such a kind that it would be unreasonable or unsafe to require the employer to continue the employment during the period of notice. Therefore, this is a decision of last resort.

Serious misconduct which may lead to summary dismissal may include:

- The commission of a crime in the course of employment.
- Reporting to work under the influence of illegal drugs or alcohol, especially after pastoral counselling for similar breaches.
- Any conduct at the workplace which deliberately endangers the health and safety of the students, co-workers, or the public.
- Proven sexual abuse where the allegations fall under Child Protection policies such as "Lutheran Church of Australia Safe Place Policy" and the "National Safe Schools Framework" or State or Federal legislation and the matter is reported to and prosecuted by the Police.

ANNEXURE D

Complaints Handling Policy and Procedures

Lutheran Schools seek to be places where caring, cooperative and respectful relationships contribute to supportive communities that reflect the values of the gospel of Jesus Christ and where there is a focus on love, justice, compassion, forgiveness, service, humility, courage, hope, quality and appreciation and restoration.

The Complaints Handling Policy and Procedures provide a mechanism for complaints to be dealt with in a consistent, timely, fair and transparent way with sensitivity which gives effect to the above aims, and account to the legal obligations of Queensland Lutheran Schools, including (but not limited to) workplace health and safety requirements and the according of procedural fairness and natural justice.

1. Policy

Complaint or conflict situations often involve two or more people with different expectations and views, each one taking a position and acting on what they believe is right. In addition, Schools have expectations that must also be taken into account.

Those involved in the management of complaints in Queensland Lutheran Schools:

- 1.1. Acknowledge and respect that employees, parents and students are **entitled to raise a complaint** in good faith;
- 1.2. Consider the **safety and welfare** of all the parties involved where appropriate;
- 1.3. Have a commitment to complaints handling procedures being **accessible**, promoted within the school and community, and **applied consistently and fairly** to all those to whom this Policy and Procedures is expressed to apply in paragraph 2.1 below;
- 1.4. Have a commitment to ensuring complaints are **dealt with sensitively** and **without undue delay**;
- 1.5. Subject to the affording of natural justice/ procedural fairness, **maintain confidentiality** of the process to protect its integrity and the welfare of all parties involved at all times; and
- 1.6. Act in **good faith**, exercise good judgment, focus on the issues not the person (impartial) and communicate in a courteous, and respectful manner.

2. Scope

- 2.1. The scope of this policy extends to Complaints brought by any member of staff, parent/s, student/s or other member/s of the School/ wider community.
- 2.2. Queensland Lutheran Schools have specific policies/ procedures in place for:
 - 2.2.1. Child Protection;
 - 2.2.2. Unsatisfactory Performance;
 - 2.2.3. Serious Misconduct and Summary Dismissal;
 - 2.2.4. Any mandatory complaints handling processes applicable under federal and/or state funding agreements or funded programs;
 - 2.2.5. Accidents/ incidents more appropriately dealt with under the School's Incident Recording and Reporting and Incident Investigations procedures

Complaints determined as relating to matters of the above nature should be dealt with under the specific policy/ies and or procedures in place relating to such matters and the Complainant and Respondent shall be advised promptly which policy or policies are being invoked. Subject to paragraph 9.4.2, this policy is therefore applicable where Complaints are determined as not having to be dealt with under another policy/ procedure

3. Definitions

- 3.1. **Complaint:** An expression of dissatisfaction by any person, which may include an employee, parent, student or other member of the School or wider community about any act, behaviour, omission, situation or decision that the person considers unfair or unjustified;
- 3.2. **Complainant:** any person who has a complaint. A complainant may include any member of staff, parent, student or other member of the School or wider community;
- 3.3. **Complaint Policy:** The policy set out in this document;
- 3.4. **Complaint Procedure:** the procedures set out in this document;
- 3.5. **Natural Justice:** Natural Justice involves:
 - 3.5.1. Acknowledging and respecting that Complainants are entitled to raise a Complaint/s in good faith;
 - 3.5.2. Complaints handling procedures being accessible, promoted within the School and applied consistently and fairly to all those to whom these procedures apply;
 - 3.5.3. Both Complainant and Respondent having the capacity to seek advice, have a Support Person and/or be represented throughout the process;
 - 3.5.4. Sufficient particulars of the allegation/s made or relevant information relied upon to support the allegations being provided to enable the Respondent to respond;
 - 3.5.5. Both Complainant/ Respondent being given a reasonable time to prepare and submit: the Complaint (Complainant); a response to allegations made (Respondent); or information provided (both Complainant and Respondent);
 - 3.5.6. Genuine consideration must be given to all information (including the Respondent's response) prior to any decision being made.
- 3.6. **Policy and Procedures Document:** This Complaints Handling Policy and Procedures document;
- 3.7. **Particulars:** The particulars of an allegation must provide enough detail to enable the Respondent to provide a response. Details such as who, what, when, where and how must be provided to ensure delivery of natural justice. Relevant particulars of the allegation/s or information relied on to support the allegation should be provided to the Respondent in writing.
- 3.8. **Procedural Fairness:** Procedural fairness is concerned with the procedures used during an investigation and/or by a decision-maker, rather than the actual outcome. It requires a fair and proper procedure to be used when conducting an investigation and/or making a decision. A process that delivers procedural fairness requires a demonstration of transparency, equity in examination of evidence and freedom from bias, perceived or otherwise, in the decision making process.
- 3.9. **Respondent:** Any person against whom a complaint is brought;
- 3.10. **School/ Schools:** Means the Schools listed in **Schedule 1** of this Agreement.
- 3.11. **Support Person/Representative:** Both Complainant and Respondent are entitled to avail themselves of a support person or representative of the Complainant's/Respondent's choosing. A support person provides support, and a representative provides support and/or advocacy (where appropriate) to the Complainant/ Respondent throughout the process.

4. Confidentiality

- 4.1. Subject to the terms of this paragraph 4, Queensland Lutheran Schools are committed to the confidentiality of all Complaints, at all stages throughout the complaints handling process.
- 4.2. There are many reasons why a Complaint should at all times be handled confidentially. The existence and the nature of a Complaint should not be disclosed to anyone other than those who need to know for the purposes of investigating, dealing with or providing support in respect of the matter or as otherwise required by law. Unnecessary disclosure of information may jeopardise an investigation, injure the reputations of innocent parties and/or negate any defences against defamation. In some cases, an inappropriate disclosure could also constitute

a breach of an applicable law. Schools consider any breach of confidentiality a serious issue worthy of disciplinary action or other appropriate sanction if warranted.

- 4.3. This reference to confidentiality is not intended to stop a Respondent from approaching potential witnesses for the Respondent in an appropriate manner where the purpose of such an approach and discussion is to inform the Respondent/s response to the allegation/s. The Respondent must inform the Authorised Person of the name/s of any such potential witness/es either prior to or immediately following approach, and confirm to the Authorised Person that the Respondent has explained the obligations of this paragraph 4 to any and all such person/s. The Respondent must not, under any circumstances, approach the Complainant or any person/s known to be actual or, where identified, potential witnesses for the Complainant.
- 4.4. The identity of the Complainant should not be revealed to any third party without the Complainant's consent, unless it is required to be disclosed by law or is required for the purposes of paragraph 4.3 or 4.6.
- 4.5. Any hard or soft copies of material associated with a Complaint should be handled responsibly and securely stored to prevent unauthorised access.
- 4.6. While confidentiality is important, there may be circumstances in which it is not possible to uphold a person's right to confidentiality. For example, as a matter of procedural fairness, Respondents are entitled to know the nature of the allegation being made and who has made the allegation against them. Further, the Complaint may involve criminal activity, someone's health and safety being at risk, or disclosure may otherwise be required by law. As such, Complainants can not be guaranteed anonymity with respect to their Complaint.

5. Timeframe for Resolution of Complaint

The School will endeavour to resolve all Complaints as quickly as possible. However, an approximate timeframe will be provided to the parties to the Complaint with the caveat that the timeframe for resolution of a Complaint will depend on the complexity, nature and scope of the Complaint.

6. Procedure

The Complaint Procedure consists of a 3 level process. A Complaint/s may be resolved at any stage of this process. Where possible, Complaints should be responded to at the local level and at the lowest level possible.

- 6.1. **Levels 1 and 2** outline the *Informal Process*. If at all possible, a concern, issue, problem or conflict is best dealt with directly between the people involved before it escalates to the stage of making a Complaint. Early action at levels 1 and 2 generally provides the best opportunity for positive resolution.
- 6.2. **Level 3** outlines the *Formal Process*. It is anticipated this stage will only be utilised if a resolution can not be reached using the Informal Process or the circumstances and / or the seriousness of the matter clearly require a formal process to be implemented. During the Formal Process, the outcome of the matter is determined by someone other than the Complainant or Respondent.

7. Reporting of Complaints – Roles and Responsibilities

The following key roles and responsibilities should be allocated and publicised in the School so that everyone is very clear about who to contact and the extent and limitations of that person's role. Conflicts of interest must be declared by Authorised Persons designated under this paragraph:

ROLE	RESPONSIBILITIES
AUTHORISED PERSONS <ul style="list-style-type: none"> • Trained to deal with complaints relating to behaviour • In Schools, are likely to be the Principal, senior management members or other managers with stated responsibility and appropriate training 	<ul style="list-style-type: none"> • Receive complaints; • Take accurate and detailed records of complaints and subsequent action; • Co-ordinate investigations; • Keep the Complainant fully informed of progress to the resolution of the Complaint; • Ensure that any agreed action arising from the Complaint is carried out.
COMPLAINTS COORDINATOR <ul style="list-style-type: none"> • A senior staff member who has been delegated both the authority and the responsibility for policy creation, implementation and evaluation, and ensuring compliance 	<ul style="list-style-type: none"> • Senior contact officer; • Acts as a point of contact for the parties involved and communicate with them; • Receive complaints and hand to Authorised Person; • Coordinate the tasks that need to be undertaken in the resolution process; • Ensure everyone is treated fairly and with confidentiality; • Ensure that details of all Complaints and subsequent action are recorded and filed confidentially; • Monitor the management of Complaints, ensuring that they proceed to resolution in a timely manner; • Monitor the Complaints records for repetition and patterns of behaviour that may be of concern; • Ensure that relevant staff receive training in complaints processes; • Provide information regarding external investigation and mediation services; • Does not act as an Authorised Person, mediator, investigator or decision maker.
CONTACT OFFICERS <ul style="list-style-type: none"> • Designated and trained people charged with the responsibility for providing support and information. • The following may be appointed by the School as a Contact Officer: <ul style="list-style-type: none"> - employee's immediate supervisor; - a manager eg Head of Department; - Workplace Health & Safety Advisor; - Workplace Health & Safety Representative 	<ul style="list-style-type: none"> • Act impartially and with appropriate confidentiality to provide information and support and allow Complainants to make informed choices about further action in relation to alleged behaviour or grievance; • Provide information about the options available to resolve the matter; • Provide information about the relevant School policies and procedures; • Ask the Complainant what action they wish to take; • Provide information about support services available to both Complainant and Respondent; • Take accurate notes of meetings; • Provide feedback to the Authorised Person and Complaints Co-ordinator; • Advise an Authorised person immediately if there are concerns about the safety of the Complainant or Respondent • Do not act as a mediator, investigator or decision maker in the complaints process.

8. The Informal Process

Level 1: Affected Parties Meet

8.1. Objects

8.1.1.If at all possible and appropriate, to encourage the parties to first seek to resolve issues in a timely manner informally, personally and in a spirit of goodwill and commitment to maintenance of a safe and harmonious environment.

8.1.2.To encourage those involved to approach the situation in an open, inclusive and cooperative manner and to work together to reach a mutually agreed resolution through a problem solving approach.

8.2. The Process

8.2.1.It is an expectation in Lutheran schools that, if at all possible and appropriate, understanding the viewpoint of all persons involved in an issue, including that of the person who has made the Complaint, is paramount and therefore deserves the time and energy to work to create an outcome that fosters better relationships within the School and/or wider community.

8.2.2.Face to face resolution involves the person with the Complaint raising the matter directly either verbally or in writing, with the person(s) responsible for the behaviour to let them know the impact their behaviour has had and to see if a misunderstanding has occurred. In most instances, initial informal discussions lead to improved understandings and better working relationships and agreement for changed work practices.

8.2.3.Notes should be kept of any informal discussions as well as any agreed outcome and should be held by the parties.

8.2.4.The following process is recommended for the party initiating resolution:

- (a) Approach the Respondent to explain their concern using effective communication;
- (b) Discuss the matter confidentially;
- (c) State what the problem/s is/ are;
- (d) Give an example of the behaviour that has caused dissatisfaction;
- (e) State how it is affecting the party and their work;
- (f) Describe what is at stake and why the problem needs to be resolved;
- (g) Express personal willingness to contribute to a resolution;
- (h) Seek the other person's perception of the situation;
- (i) State what is needed;
- (j) Be open to new/ alternative solutions and be willing to make the first move towards reconciliation.

Level 2: Third Party to Assist Resolution

8.3. Objects

8.3.1.If possible and appropriate, to use a neutral third party to help parties identify the disputed issues, understand the perspective of the other, develop options, consider alternatives and endeavour to reach a mutual agreement the parties are prepared to abide by.

8.3.2.To encourage both parties to consider solutions at an early stage.

8.4. The Process

- 8.4.1. If informal discussions were unsuccessful in resolving the matter or were not possible/ appropriate, the Complainant should approach their Complaints Coordinator to put their concern in writing. Details to be recorded in writing will include, along with the specific allegation/s, the name and contact details of the Complainant, details of the allegation/s (when, where, what and who it involves), dates, and times of the allegation/s, the name/s of any witness/es and desired outcome.
- 8.4.2. A copy of the written allegations provided to the Authorised Person.
- 8.4.3. The Authorised Person will approach the Respondent and request that they attend a third party facilitated discussion and/ or mediation to resolve the issue. The Authorised Person will show the Respondent the allegation/s and offer the Respondent an appropriate time to review, consider and write down any objections to the allegations, the Respondent's perceptions of the problem and suggestions as to possible solutions. A copy of any written objections will be provided to the Authorised Person.
- 8.4.4. The Authorised Person will then show the Complainant any objections raised by the Respondent and offer the Complainant an appropriate time to review and consider the objections in advance of the third party facilitated discussion.
- 8.4.5. As soon as practicable upon 8.4.3 and 8.4.4 having occurred, and provided both Complainant and Respondent have indicated their willingness to participate in a third party facilitated discussion, a meeting involving the relevant parties (Complainant, Respondent, third party facilitator or mediator) will be scheduled.
- 8.4.6. The Complainant and/or Respondent may have a support person present during the assisted discussion.
- 8.4.7. The neutral third party to assist the third party facilitated discussion and/or mediation may be (as appropriate):
- (a) A trained Mediator;
 - (b) The School's Workplace Health & Safety Advisor;
 - (c) Such other neutral person as the Principal may nominate after discussion with both the Complainant and Respondent. The neutral person may be an appropriately trained person external to the School.
- 8.4.8. The role of the neutral third party is to:
- (a) Provide a forum to allow the parties the opportunity to tell their side of the story openly;
 - (b) Remain impartial;
 - (c) Encourage formulation of solutions;
 - (d) If the matter is not resolved, advise about future process options;
 - (e) Maintain confidentiality at all times.
- 8.4.9. The neutral third party should keep notes of any agreed outcome or, if final agreement is not reached, the areas of agreement and disagreement that exist between the parties as identified and agreed to by the parties. A copy of the agreed notes should be provided to the parties by the neutral third party.
- 8.4.10. It should be noted that any agreement reached by the parties during a third party assisted discussion is not directly enforceable against the School (except in the situation where the principal or his/ her nominee is agree to be bound by the outcome).

9. Level 3: The Formal Process

It is anticipated that this stage will only be utilised if a resolution can not be reached using the Informal Process outlined above, or the seriousness of the matter is not suitable for third party assisted resolution and/or clearly requires a formal process to be implemented. During the Formal Process, the outcome of the matter is determined by someone other than the immediate parties.

9.1. Lodging a Complaint

9.1.1. Complainants may formally make a Complaint by recording the Complaint in writing, such written Complaint to include (along with the allegation/s), the name and contact details of the Complainant, details of the allegations (when, where, what and who it involves), dates and times of the allegation/s, the name/s of any witness/es and desired outcome.

9.1.2. The written Complaint may be lodged with the Complaints Coordinator in any of the following ways:

- (a) Sending a fax marked to the attention of the Complaints Coordinator;
- (b) Sending the Complaint Form to the Complaints Coordinator by post;
- (c) Handing the Complaint Form to the Complaints Coordinator.

9.1.3. The Complaint Co-ordinator's contact details for the purposes of paragraph 9.1.2 above will be made readily available to all staff at School site.

9.1.4. Where the Complaint is against the Principal, the Complaint should be made to and lodged with a member of the School's governing body. In such case, the Chair of School Council shall be the Authorised Person for the purposes of this Policy and Procedures Document.

9.1.5. Complaints may also be lodged by telephoning the Authorised Person, or by reporting the Complaint to the Authorised Person. When a Complaint is lodged in either of these ways, the Authorised Person will request the Complainant to put his or her Complaint in writing. However, sometimes a Complainant will not wish or be able to do so, and/or he or she may request that no action be taken at all. If this occurs, the School may be legally obliged to take action, despite the Complainant's request depending on the circumstances and/ or the seriousness of the matter. This is because failure to respond to a Complaint, even an unwritten and informal one, could put the School in breach of its legal obligations under anti-discrimination legislation (for example, where the Complaint involves an allegation of sexual harassment), under occupational health and safety legislation (for example, where the Complaint involves an allegation of conduct causing a health or safety risk) or other legislation (refer to paragraph 4.6 above).

Where the School is legally obliged to take action and the Complainant is unwilling or unable to put the Complaint in writing, the Authorised Person will identify particulars of the allegation/s contained in the Complaint and record them in writing on the Complainant's behalf.

9.1.6. Anonymous Complaints are taken seriously, recorded and considered by the School as far as practically possible. However, it is acknowledged that there can be limitations on investigation and resolution of Complaints received anonymously. This is because, as a matter of procedural fairness, Respondents are entitled to know the nature of the allegation being made and who has made the allegation against them.

9.2. Recording the Complaint

The person receiving the Complaint will record the information in a confidential Complaints Register stored in a secure, locked location, and ensure that written acknowledgement of receipt of the Complaint is provided to the Complainant.

9.3. Assessing the Complaint

9.3.1. Once sufficient information about the Complaint has been obtained, then the Authorised Person should conduct an initial assessment of the Complaint and an appropriate procedural response.

9.4. Respond and Resolve

9.4.1. Where possible, Complaints should be responded to at the local level and at the lowest level possible.

9.4.2. If, during an investigation, it becomes clear that the Complaint is not a Complaint to which this Policy and Procedures Document applies, or is another Complaint type to which another School policy/ies specifically apply/ies, the investigation should be discontinued and the Complaint referred or otherwise dealt with appropriately.

9.4.3. Not all matters will need to be raised with the Respondent concerned if, after initial investigation the matter proves to be unfounded or vexatious. Where matters have been raised with the Respondent and the initial investigation of the matter proves that the Complaint is unfounded or vexatious, the Authorised Person will inform the Respondent of any actions taken in respect of the Complainant (vexatious Complaint) and allow the Respondent the opportunity to reflect on the Complaint (if tendered in good faith) in case the unfounded Complaint identifies any need to modify practice.

9.5. Action Required

9.5.1. Following assessment of the Complaint, the action required will depend upon the seriousness of the matters alleged. Action required may involve:

9.5.2. *No Action.* The School may decide to take no action if the issue has been resolved or the situation complained about no longer exists. In deciding to take no action or discontinuing action, the School should consider all of the available facts against the potential outcomes to individuals and the organisation.

9.5.3. *Management Action.* In the case of less serious matters and provided there is sufficient information, the School may respond to a Complaint by taking management action such as changing a decision, providing information, correcting a record, effecting a change in policy/procedure of the School, waiving a penalty, implementing increased supervision or performance management strategies/ processes, giving guidance or counselling, or providing specific training.

9.5.4. *Reporting of Criminal Matters to Police.* In some instances, the School has no discretion and the Complaint must be reported to the Police or other relevant outside authorities. Such instances may include (but are not limited to) physical or sexual assault, fraud, indecent exposure, stalking or obscene communications or threatening behaviour.

9.5.5. *Investigation.* There will be some cases where a full investigation of the Complaint is the only appropriate response. Where the most serious possible consequence of the Complaint **is** (by way of example) dismissal (or demotion) (in the case of an employee), exclusion of a student and/or termination of an enrolment contract with the School, the School should take the utmost care to ensure such matters are investigated fairly and

thoroughly. During an investigation, the outcome of the matter is determined by someone other than the immediate parties.

9.6. Investigation

9.6.1. If it is determined that a more detailed investigation of the Complaint is required beyond that identified in 9.4.3, the investigation will be conducted in a fair, objective and timely manner in accordance with the principles of natural justice and procedural fairness.

9.6.2. Procedural fairness/ natural justice involves:

- (a) The Respondent being informed of allegations made against them. To avoid confusion over the allegation, it is a requirement that the Respondent be informed of the allegations in writing at least 48 hours prior to interview;
- (b) Informing both the Complainant and Respondent of the process and their right to have a support person throughout the process, and the possible consequences of the investigation;
- (c) Providing a reasonable opportunity to respond – to both Respondent and Complainant, at relevant stages of the investigation;
- (d) Avoiding undue delay;
- (e) All decisions being made impartially/ without bias;
- (f) Acting only on the basis of logically presented and verified evidence and on the balance of probability;
- (g) Providing at least 48 hours notice in writing to all parties of any interviews or meetings regarding the Complaint;
- (h) Considering any special needs of the Complainant and/or Respondent and putting in place appropriate measures to manage same.

9.6.3. Further, the Complainant and Respondent should be informed of:

- (a) Requirements of confidentiality (refer to paragraph 4 above);
- (b) If necessary, what interim measures will be taken to ensure the safety and welfare of the Complainant, Respondent or any other person during the investigation (in serious matters, interim measures may include suspension on full pay of the Respondent).

9.6.4. The investigator will:

- (a) Gather and analyse information;
- (b) Formulate findings (whether a Complaint/s is substantiated/ unsubstantiated);
- (c) Document their findings and provide a copy of same to the Principal for consideration. However, in the event the Complaint is made against the Principal, the investigator shall provide a copy of their findings to the Chair of School Council for consideration;
- (d) The Principal should communicate the findings to the parties in writing. However, in the event the Complaint is made against the Principal, the Chair of School Council shall undertake this task. A copy of the investigator's findings referred to in paragraph 9.6.4(c) above will be provided to the Complainant/ Respondent upon request.

9.7. Determination

9.7.1. In the case of a Respondent, if a Complaint is found to be substantiated it may be dealt with under an applicable School policy or contract, appropriate management or disciplinary action or as prescribed under an applicable Annexure to the Queensland Lutheran Schools Single Enterprise Agreement 2013 (as amended or replaced from time to time).

9.7.2. In the case of a Complainant: Assistance should also be provided for the Complainant, where appropriate, such as (but not limited to):

- (a) Offering professional counselling;

- (b) Mentoring and support from a senior manager or other appropriate school community member;
- (c) Provision of appropriate training.

10. Victimisation/ Adverse Action

- 10.1.1. No victimisation/ adverse action should be taken against any party because they are exercising their right to make/ respond to/ give evidence in relation to/ assist in administering a complaint.
- 10.1.2. *Victimisation* occurs when a person is treated less favourably or is aggrieved in some way because they have chosen to taken certain actions, such as a legal claim against a Respondent. Unfavourable treatment could include (but is not limited to) adverse changes in the work environment, denial of training and/or promotion opportunities, and/or retribution or exclusion by peers.

11. Vexatious Complaints

- 11.1.1. A *good faith* Complaint is a Complaint submitted by a Complainant who has honest belief based on reasonable grounds.
- 11.1.2. If a Complaint is found to be *vexatious*, that is, without foundation/ reasonable grounds, and is intended to cause unjustifiable damage to the career and reputation of the alleged harasser, to obtain a personal benefit, or to extract revenge in regard to a personal or professional issue, then disciplinary action or other appropriate sanction may result if warranted.

12. Review

- 12.1. The Council for Lutheran Education Queensland (**CLEQ**) will conduct an annual review of the effectiveness of this Policy and Procedures Document.
- 12.2. CLEQ reserves the right to amend this Policy and Procedures Document at any time provided always that, in the case of an amendment/s proposed by CLEQ to this Policy and Procedures Document relating to Complaints made against staff (other than an amendment/s required under applicable legislation), employee endorsement of a variation of this Queensland Lutheran Schools Single Enterprise Agreement 2013 (as amended from time to time) to reflect such proposed change/s must also be obtained.

ANNEXURE E

Teachers' Award – Non Governmental Schools

ANNEXURE F

School Officers' Award – Non-Governmental Schools

ANNEXURE G

Miscellaneous Work's Award – State

ANNEXURE H

Greenkeeping Industry Award – State

ANNEXURE I

Nurses Award – State

ANNEXURE J

Building Products, Manufacture and Minor Maintenance Award – State

ANNEXURE K

Motor Drivers etc Award – Southern Queensland

ANNEXURE L

**Boarding Schools, Residential Colleges and Other Non-Commercial Establishments
Accommodation Award – South-Eastern Division**