[2021] FWCA 954

The attached document replaces the document previously issued with the above code on 23 February 2021.

Name of union corrected.

Associate to COMMISSIONER HUNT

Dated 24 February 2021

[2021] FWCA 954

FairWork Commission

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Lutheran Church of Australia Queensland District T/A Lutheran Education Queensland
(AG2020/3725)

QUEENSLAND LUTHERAN SCHOOLS SINGLE ENTERPRISE AGREEMENT 2020

Educational services

COMMISSIONER HUNT BRISBANE, 23 FEBRUARY 2021

Application for approval of the Queensland Lutheran Schools Single Enterprise Agreement 2020.

[1] Lutheran Church of Australia Queensland District T/A Lutheran Education Queensland (the Applicant) has applied for approval of an enterprise agreement known as the *Queensland Lutheran Schools Single Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Agreement covers 25 Lutheran primary school and colleges where the employer is the Lutheran Church of Australia Queensland District (LCADQ), together with one Lutheran primary school where the employer is the Peace Lutheran Church Gatton, trading as Peace Lutheran Primary School (collectively the Employers). The Employers obtained a single interest employer authorisation from the Fair Work Commission (the Commission) pursuant to s.249 of the Act relevant to this Agreement on 18 September 2019, [PR712453], and as varied by me on 16 February 2021, [PR727033].

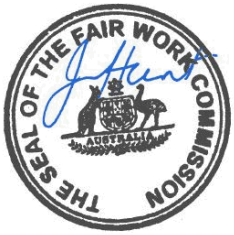
[3] The Fair Work Commission (the Commission) raised certain concerns regarding the Agreement with the Employers, and as a result, the Employers have provided written undertakings. A copy of the undertakings is attached at Annexure A. Pursuant to s.190(4) of the Act, I sought the views of the Australian Nursing and Midwifery Federation (the ANMF), the Independent Education Union of Australia (the IEUA) and Transport Workers' Union of Australia (the TWU) regarding the undertakings, allowing a certain period from receipt of the undertakings to provide any views. I did not receive any correspondence to my chambers regarding the undertakings.

[4] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[5] I have taken into consideration the material filed in the Commission. Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the Employers, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[6] The ANMF, the IEUA and the TWU have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the ANMF, the IEUA and the TWU.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 2 March 2021. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

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Annexure A:

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2020/3725

Applicant: Lutheran Church of Australia Queensland District T/A Lutheran Education Queensland

Section 185 – Application for approval of a single enterprise agreement

Undertakings – Section 190

I, Dennis Mulherin, Executive Director, Lutheran Church of Australia Queensland District T/A Lutheran Education Queensland, give the following undertakings on behalf of the Lutheran Church of Australia Queensland District (**LCAQD**) and Peace Lutheran Church Gatton (**PLCG**) with respect to the *Queensland Lutheran Schools Single Enterprise Agreement 2020* (**Agreement**):

1. LCAQD and PLCG undertake that at all times during the nominal term of the Agreement and until it is replaced that:

   (a) This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

   (b) No employees will be engaged at PP1 for Enrolled Nurses.

   (c) Employees engaged under Schedule 14 of the Agreement (Boarding Schools Supervision Staff) whose hours are not averaged will be paid overtime in accordance with clause 5 and 9 of Schedule 14 for:

      (i) any hours worked outside of the span of ordinary hours in clause 4;

      (ii) any hours beyond the ordinary hours in clause 9 of Schedule 14;

      (iii) for part time employees, any hours required by the employer (and not elected to be completed by the employee) outside of or in excess of their contracted hours.

   (d) Employers agree to apply the following to part-time employees engaged under Schedule 10 (Kitchen employees, bus drivers etc):

      (a) A school may require a part-time employee to work reasonable additional hours.

      (b) The part-time employee will be paid for all additional hours at the applicable casual hourly rate for all hours worked that:
      (i) fall within the applicable daily spread of hours;
      (ii) do not result in the employee working more than 8 hours on that day; and
      (iii) do not result in an employee:
      (A) working more than the allowed maximum weekly ordinary hours;
      (B) working more than the allowed maximum weekly ordinary hours during the averaging period, where the employee's hours are averaged.

      (c) The employee will be paid for all additional hours at the applicable overtime rate in relation to part-time employees for all hours worked that:

      (i) are outside the applicable daily spread of hours in clause 4 of the Agreement; and
      (ii) result in the employee working more than 8 hours on that day, or
      (iii) result in an employee whose hours are averaged, to work more than the allowed maximum weekly ordinary hours during the averaging period.

      (d) noting that penalty rates for afternoon/night shift, evening, weekend (Saturday or Sunday) work and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(e) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of 2 hours will not apply.

(f) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this agreement or the NES.

(e) Employers will apply the following to part-time employees except teachers and boarding employees:

(a) At the time of engagement, the school and the part-time employee will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the employee will work, the number of weeks of the school year the employee will work, and the actual starting and finishing times each day.

(b) The terms of the agreement in clause (a) may be varied by agreement between the school and employee. Any agreed variation to the hours of work will be recorded in writing.

(c) A school may require a part-time employee to work reasonable additional hours in accordance with this Agreement.

(f) Employers will apply the following for clause 12.2 of Schedule 10 (Kitchen employees, bus drivers etc) of the Agreement:

3 - *Qualified Greenkeeper*

- *Qualified Cooks*
- *Supervisor of Level 2 Staff*
- *Supervisor of in excess of 5 employees*
- *Qualified Tradesperson*

4 - *Advanced Tradesperson*
- *Tradesperson supervising other employees*
- *Supervisor of Level 3 Staff*

(g) For employees engaged under Schedule 13 (Outdoor Education), ARDOs which have been accrued but not taken at the time of an employee's termination will be paid at the applicable overtime rate.

(h) Employees engaged under Schedule 8 (School Officers) will be paid weekend penalty rates of 150% of the minimum hourly rate for ordinary hours worked on a Saturday and 200% of the minimum hourly rate for ordinary hours worked on a Sunday, noting that penalty rates for afternoon/night shift, evening, weekend (Saturday or Sunday) and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(i) Employees engaged in classifications under Schedule 14 (Boarding Schools Supervision Staff) whose hours are not averaged will be paid weekend penalty rates of 125% of the minimum hourly rate for ordinary hours worked on a Saturday and 175% of the minimum hourly rate for ordinary hours worked on a Sunday, noting that penalty rates for afternoon/night shift, evening, weekend (Saturday or Sunday) and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(j) The following shiftwork definitions will apply to employees engaged under Schedule 11 (Nurses):

Shiftwork is defined as:

(a) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 4, and at or before midnight;

(b) night shift is a shift which is not a day shift and which finishes after midnight and at or before the commencement of the relevant spread of ordinary hours identified in clause 4.

(k) Building and Construction Classification employees will be paid:

(i) Weekend penalty rates of 150% of the minimum hourly rate for ordinary hours worked on a Saturday and 200% of the minimum hourly rate for ordinary hours worked on a Sunday, noting that penalty rates for afternoon/night shift, evening, weekend (Saturday or Sunday) work and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(ii) Public holiday rates of 250% of the minimum hourly rate for ordinary hours worked will be paid for hours worked on a public holiday, unless the employer and the employee have agreed to the employee taking time off instead of payment, in which case the employee will be paid the minimum hourly rate for work on the public holiday. An employee and employer may agree to substitute a day or part of a day for a public holiday.

(iii) Shiftwork rates of 115% will apply for afternoon/night shift, noting that penalty rates for shiftwork, weekend and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(iv) Shiftwork is defined as:

1. afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 4, and at or before midnight;
2. night shift is a shift which is not a day shift and which finishes after midnight and at or before the commencement of the relevant spread of ordinary hours identified in clause 4.

(v) For overtime worked on a Saturday, employees will be paid 150% of the minimum rate for the first 3 hours and 200% of the minimum hourly rate thereafter. For overtime worked on a Sunday or a public holiday, employees will be paid 200% of the minimum hourly rate. Noting that penalty rates for afternoon/night shifts, evening, weekend (Saturday and Sunday) work and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty,

(l) As an alternative to payment of overtime for employees engaged under Schedule 14 of the Agreement (Boarding Schools Supervision Staff) whose hours are not averaged and Building and Construction Classification employees:

(a) An employee and school may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;
(ii) that the school and employee agree that the employee may take time off instead of being paid for the overtime;
(iii) that, if the employee requests at any time, the school must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
(iv) that any payment mentioned in this clause must be made in the next pay period following the request.

(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

(e) Time off must be taken:
(i) within the period of 6 months after the overtime is worked; and
(ii) at a time or times within that period of 6 months agreed by the employee and school.

(f) If the employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, the school must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in sub-clause (e) the school must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The school must keep a copy of any agreement under this clause as an employee record.

(i) A school must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the FW Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the school and the employee, instead of being paid for overtime worked by the employee. If the school agrees to the request then this clause will apply, including the requirement for separate written agreements under clause (b) *for overtime that has been worked.*

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which this clause applies has not been taken, the school must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

(m) all casual employees (excluding casual teachers) who work overtime hours as set out in the Agreement will be paid the applicable casual hourly rate (inclusive of 25% loading) plus the applicable overtime rate.

I have the authority given to me by LCAQD and PLCG provide this undertaking in relation to the application before the Fair Work Commission.

25 January 2021

Signature **Date**

QUEENSLAND LUTHERAN SCHOOLS
SINGLE ENTERPRISE AGREEMENT 2020

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

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1. PRELIMINARY

1.1 Title

This Agreement shall be known as the Queensland Lutheran Schools Single Enterprise Agreement 2020.

1.2 Coverage

(a) This Agreement shall apply to:

(i) 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 who were previously engaged 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) (ie Teaching employees under the Teachers' Award – Non-Governmental Schools 2003, School Officers under the School Officers' Award – Non-Governmental Schools 2003, Cleaners and Caretakers under the Miscellaneous Workers' Award – State 2002, Grounds employees under the Greenkeeping Industry Award – State 2002, Nurses under the Nurses' Award – State 2005, Tradespersons under the Building Products, Manufacture and Minor Maintenance Award – State 2003, Drivers under the Motor Drivers etc. Award – Southern Division 2003, Boarding School employees under the Boarding Schools, Residential Colleges and Other Non-Commercial Establishments Accommodation Award – South-Eastern Division 2003), and 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.

(ii) This Agreement shall also apply to the unions signatory to this Agreement.

1.3 Relationship with Other Industrial Instruments

(a) This Agreement shall replace the Queensland Lutheran Schools Single Enterprise Agreement 2016 (AE422963 PR PR589244).

(b) Except as required by the Fair Work Act (or other equivalent legislation) or as set out expressly in this Agreement, the Agreement replaces all modern awards which would otherwise apply to employees covered by this Agreement.

1.4 Commencement Date of Agreement and Period of Operation

(a) 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 2023.

(b) At least six (6) months prior to the expiry date of this Agreement, LEQ will, if it remains necessary, write seeking ministerial consent to support an application to the Fair Work Commission for a single interest employer authorisation.

(c) The parties agree to commence bargaining towards a replacement Agreement no later than three (3) months prior to 30 June 2023 or later if the Commission has not yet granted a single interest employer authorisation (though the application has been made in accordance with clause 1.4(b) above).

1.5 Definitions and Interpretation

(a) **Agreement** means the Queensland Lutheran Schools Single Enterprise Agreement 2020;

(b) **Fair Work Act** means the *Fair Work Act 2009* (Cth);

(c) **LEQ** means Lutheran Education Queensland as defined at clause 1.2(a)(i)(A) and Peace Lutheran Primary School Gatton as defined at clause 1.2(a)(i)(B);

(d) **NES** means the National Employment Standards as contained in the Fair Work Act.

1.6 Variation of Agreement

(a) The parties agree that this Agreement may be varied in accordance with the processes set out in the Fair Work Act.

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

1.7 Posting of an Agreement

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

1.8 Single Bargaining Unit

(a) A Single Bargaining Unit (**SBU**) has been formed for the purpose of negotiating and establishing this Agreement and is comprised of:

(i) employee representatives from Lutheran schools in Queensland;

(ii) 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;

(iii) the Queensland Nurses and Midwives' Union (**QNMU**) for and on behalf of QNMU members party to the Agreement; and

(iv) the employer representatives of Lutheran schools in Queensland and their industrial adviser.

1.9 No Extra Claims

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

1.10 Flexibility

(a) A school and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

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

(A) arrangements about when work is performed;

(B) overtime rates;

(C) penalty rates;

(D) allowances;

(E) leave loading; and

(ii) the arrangement meets the genuine needs of the school and employee in relation to 1 or more of the matters mentioned in clause 1.10(a)(i); and

(iii) the arrangement is genuinely agreed to by the school and the employee.

(b) The school must ensure that the terms of the individual flexibility arrangement:

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

(ii) are not unlawful terms under section 194 of the Fair Work Act; and

(iii) result in the employee being better off overall than the employee would be if no arrangement was made.

(c) The school must ensure that the individual flexibility arrangement:

(i) is in writing; and

(ii) includes the name of the school and employee; and

(iii) is signed by the school and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(A) 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.

(d) The school must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(e) The school or employee may terminate the individual flexibility arrangement:

(i) by giving no more than 28 days written notice to the other party to the arrangement; or

(ii) if the school and employee agree in writing – at any time.

2. RELATIONSHIP TO AIMS OF THE SYSTEM / SCHOOL

2.1 Preamble

(a) 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.

(b) These priorities are that, through this Agreement:

(i) the distinctive Lutheran Ethos of our schools;

(ii) the high quality of education provided by our schools; and

(iii) the ability of our schools to serve society and the Church are supported and maintained.

2.2 Lutheran Ethos

(a) All employees in Lutheran schools are required to carry out their responsibilities and duties in accordance with the teachings of the Lutheran Church Australia. 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 and sustained by the Word of God, and God's love and forgiveness govern the life of each school.

(b) The document 'The Teacher in a Lutheran School' and any replacement document 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 model behaviour which positively reflects their commitment to this ethos.

(c) Employees of Lutheran schools undertake to meet the theological training (LEA Accreditation) requirements as prescribed by the Board for Lutheran Education Australia. These requirements will be clearly stated in the letter of offer of employment and be at the expense of the school and delivered within working hours where possible. Time off in lieu (TOIL) at a time agreed between employee and employer will be provided if the training requirements need to be undertaken outside working hours

2.3 Objectives of this Agreement

(a) This Agreement provides a framework for the employers, employees and unions who are party to this Agreement to work together towards improving productivity and efficiency.

(b) The objectives of this Agreement, by acknowledging the partnership between the schools' management and employees are:

(i) to strive to keep Lutheran schools accessible to families within a broad socio-economic range;

(ii) 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;

(iii) to maximise the learning outcomes for students through quality teaching;

(iv) to encourage a culture of continual improvement through collaborative and consultative processes;

(v) to develop a 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; and

(vi) to share equitably the benefits of enhanced service delivery among employees and the school community.

(c) The parties agree to provide for the mechanisms for the achievement of the objectives of this Agreement.

3. WAGES

3.1 Wage and Allowance Increases

(a) Salaries and wages payable to employees covered by this Agreement are set out in Schedule 2.

(b) A 2.5% increase will be payable from 1 July 2019 as set out below:

(i) An interim administrative increase of 1.5% was paid from 1 July 2019;

(ii) The remaining 1%, effective from the first full pay period after 1 July 2019, will be payable in the first full pay period after a 'Yes' vote in the 2020 ballot (**Backpay 1**).

(c) The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020

rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (**Backpay 2**).

(d) The following increases will apply in respect of allowances:

(i) in addition to the salary and wage increases referenced in clause 3.1(a), dollar-based increases applicable to Leading Teacher 2 and Positions of Added Responsibility (**PAR**) positions apply over the life of this Agreement as specified in Schedule 2;

(ii) increases to other allowances applicable under this Agreement as specified in Schedule 3.

3.2 Rates of Pay and Allowances

The allowances for each occupational classification are set out in Schedule 2 and Schedule 3 of this Agreement.

3.3 Overpayments

(a) Current employees

(i) If it is established and accepted by the employee that the employee owes the school money (e.g. overpayment of wages), the school will have the right to recover such an overpayment.

(ii) Where the employee accepts that an overpayment has been made and the amount of the overpayment is agreed between the school and employee, the school may seek to recover such an overpayment.

(iii) Where a repayment is sought, the school will contact the employee in writing to request that a mutually acceptable repayment schedule be agreed.

(iv) Subject to 3.3(a)(i) 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 school will have the right to deduct money from the employee's ordinary wages subject to the following:

(A) 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;

(B) the minimum period over which the deductions can be made is 13 pay periods; and

(C) 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.

(b) 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 school money, the school is entitled to and may withhold from monies due to the employee an amount equivalent to the amount owed (including an agreed overpayment) from the employee's pay

(c) Disputed overpayment

If the employee does not accept that the employee owes the school money or disputes the amount claimed by the school, the employee may invoke the procedures contained in clause 8 of this Agreement.

3.4 Payment of Public Holidays – Term-time employees

(a) 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:

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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 school and has not more than three (3) months break between such contracts.

(vii) 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.

4. HOURS OF WORK

Unless otherwise specified in this Agreement, ordinary hours of work for the following employees will be:

Classification	**Ordinary Hours of Work**
School Officers	Monday to Friday between 7.00am and 6.00pm
Kitchen Employees, Grounds Employees, Laundry Employees, Tuck Shop Employees, Bus Drivers, Caretakers, Cleaners and Minor Maintenance Employees	Monday to Saturday between 6.00am and 7.00pm
Transport/Plant Operators	Monday to Friday between 6.00am and 6.00pm
Furniture and Allied Trades	Monday to Friday between 6.00am and 6.00pm
Building and Construction Classifications	Monday to Friday between 6.00am and 6.00pm
Nurses	Monday to Friday between 6.30am and 6.30 pm
Outdoor Education Employees	Monday to Sunday between 6.00am and 10.00pm
Boarding Schools Supervision Staff	Monday to Sunday no more than 5 days in any 7 days

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 Transitional Arrangements –Leading Teacher

(a) From the first full pay period after the approval of the Agreement, Proficient 8 replaces Leading Teacher 1 Step 1 and Proficient 9 replaces Leading Teacher 1 Step 2.

(b) Leading Teacher 2 will be grandfathered until the conclusion of current Leading Teacher 2 tenured five (5) year terms. The base salary for Leading Teacher 2 remains Proficient 1-7. There will be no new Leading Teacher 2s but all current Leading Teacher 2s will be recognised until expiry of their five (5) year terms.

5.3 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 2 and Schedule 4 of this Agreement.

5.4 Class Sizes

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

(b) 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 schools 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.

(c) With this in mind, schools 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.

(d) The schools will continue to:

(i) give consideration to individual employee preferences, expertise and experience in their allocation of classes;

(ii) 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:

(A) socio-economic background;

(B) learning capabilities;

(C) linguistic background;

(D) cultural background;

(iii) consider class size data when making allocations of teachers to classes;

(iv) consider and, as appropriate, address duty of care and workplace health and safety matters; and

(v) consider the particular circumstances, staffing and resource requirements where multi-age, composite and practical classes operate so that appropriate support is provided.

5.5 Targets for class sizes

(a) The targets for class sizes set out in clause 5.5(b) will assist principals with:

(i) decisions about class sizes and resource allocation;

(ii) 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.

(b) The target for class sizes is:

Year	Size
Years P-3 and 11 and 12	25-28 students
Years 4 – 10	28-30 students

(c) 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 employees affected, in accordance with the consultative principles contained in this Agreement.

(d) The final decision about class sizes and the allocation of classes to teachers is the responsibility of the principal.

5.6 Resourcing Targets to Support Year P

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

(i) 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.

(ii) For Year P classes with less than 25 students, resourcing arrangements shall be the subject of a timely and consultative process with employees affected, in accordance with the consultative principles contained in this Agreement.

(iii) The final decision about the allocation of aide support time to Year P is the responsibility of the school/principal.

5.7 Working Arrangements for Teachers

The terms and conditions of employment for all teachers covered by this Agreement are set out in Schedule 6 and Schedule 7.

5.8 Working Arrangements for Kitchen Employees, Grounds Employees, Laundry Employees, Tuck Shop Employees, Bus Drivers, Caretakers, Cleaners and Minor Maintenance Employees

The terms and conditions of employment for the abovementioned employees are set out in Schedule 10.

5.9 Timely Notification of Qualifications and Experience

(a) Employees will be classified in accordance with the classifications in this Agreement. It is imperative that employees provide, in a timely manner, documentary evidence of qualifications and experience which will enable a school to identify the appropriate salary for an employee in their position. An employee shall be paid at the rate of pay consistent with information provided relevant to their position until or unless further supporting documentary evidence is provided to the school.

(b) Engagement of employees

(i) 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 for their employed position 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.

(ii) The required evidence shall include such documentation as Statements of Service from previous employers, pay advice slips, original or certified copies of qualifications.

(c) Statement of Service

(i) Exiting employees may 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 (or another authorised representative) and provided to the employee within two weeks of the receipt of the employee's letter of resignation.

(d) 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.

5.10 Teacher Classification

(a) A graduate teacher with an approved four year bachelor's degree from a recognised university that contains the equivalent of at least two (2) years of professional studies in education shall be appointed at the 'Graduate Teacher' classification.

(b) A graduate teacher who has an approved bachelor's degree from a recognised university plus an approved postgraduate teacher education qualification(s) together which total five (5) years of studies shall commence on the salary prescribed for Proficient 1.

(c) A teacher who has an approved bachelor's degree with either first or second class honours from a recognised university which contains the equivalent of at least two (2) years of professional studies in education shall be appointed at Proficient 1.

(d) Progression from one salary classification to a higher salary classification for teachers on the learning and teaching pathway (not in receipt of PAR or Leading Teacher 2 (**LT2**) allowances) shall be by annual increment up to Proficient 9. Progression from one salary classification to a higher salary classification for teachers on the PAR pathway shall be by annual increment up to Proficient 6. From Proficient 7, PARs will receive a substantive salary as indicated in Schedule 2. LT2 progresses by annual increment to Proficient 7.

5.11 Performance and Conduct Requirements for School Employees

(a) 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 A of this Agreement.

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

5.12 Induction

(a) General

(i) A relevant and up-to-date induction program shall be developed and implemented for all new employees. 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 freedom of association including union coverage and benefits and introduction to the IEUA-QNT representative.

(F) Identification of placement of industrial and workplace health and safety documents and their availability to employees.

(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' (**QCT**) Returning to Teaching in a School program).

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

(b) Induction of Graduate Teacher

(i) 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 QCT for full registration including regular reviews with their mentor and/or Academic Co-ordinator;

(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;

(D) 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

(a) General

(i) 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 employees reach the professional and career goals.

(ii) 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 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.

(iii) 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.

(iv) 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:

(A) discussion of work programs and current workplace theories and practices;

(B) visits to classrooms and workplaces at mutually convenient times;

(C) sharing of insights;

(D) considering solutions to problems and ways of improving quality and effectiveness.

(v) 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.

(b) Teachers

(i) It is recognised that:

(A) 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

(B) 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.

(c) Both teachers and schools agree that professional development should, where possible, articulate to the QCT Professional Teacher Standards and occur in a planned and structured way, to ensure that the needs of both the school and teachers are met.

(i) Through consultation, a structured professional development process will be developed at each school, based on the principles outlined in 'Implementing Teacher Professional Development' at Schedule 12 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 12. 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 QCT 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 school organised professional development.

(ii) The teacher is encouraged to also document in their professional development plan any professional development undertaken in their own time.

(iii) The school will provide to the teacher, in the year in which it is completed, documentation attesting to the completion of school provided professional development in a format suitable for presentation by the teacher to the QCT for CPD Framework purposes.

(iv) 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 (clause 8) which will involve the employee's relevant union where the employee is a union member.

(d) Senior Administration/Management

(i) The provisions of clause 5.13(b) will also have application to Senior Administration/Management positions including:

(A) Positions of Added Responsibility;

(B) Highly Accomplished and Lead Teachers;

(C) School Counsellors/Psychologists;

(D) ICT Specialists;

(E) Heads of Outdoor Education Centres;

(F) Heads of Boarding Schools;

(G) Nurses;

(H) WH&S Managers;

(I) Human Resource/payroll/finance managers;

(J) Pastors and Chaplains.

(e) School Officers and Services Employees

(i) The school recognises and encourages school officers and services employees to undertake training and professional development in a planned and structured way to ensure that the needs of the school and school officer/services employees are met. In determining appropriate professional development opportunities the school and the employee shall identify:

(A) the goals of the school and wider needs;

(B) the personal goals of the employee in relation to their work; and

(C) the appropriateness of the professional development to the employees position.

(ii) School officers and services employees 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.

(iii) The cost of endorsed training will be met by the school. Additional training not endorsed by the school may be approved by the school in terms of access to leave and satisfaction of the employee's own personal professional development plan, but paid for by the employee.

(iv) 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 employees.

(f) School Officer Position Description Review

(i) 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.

(ii) If, upon conducting the position description review referred to in sub-clause 5.13(f)(i) 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.

(iii) 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 clause 5.13(f)(i) 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

(a) Recognition of Industrial Representation

(i) The schools recognise 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.

(ii) At the point of engagement, the schools shall provide employees with a document from the Fair Work Ombudsman website (or equivalent as may be in place from time to time) indicating that a union is a body that represents the interests of workers in a particular industry or occupation and all employees are free to choose to join or not join a union.

(b) School Level Industrial Practice

(i) A person elected or appointed as a union delegate shall upon notification to the school, be recognised as the accredited representative of the union. The school 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; and

(C) the facility for employees to authorise the school, in writing, to deduct and forward from any remuneration payable, subscriptions to a relevant union bound by this Agreement.

(c) Training of School Based Union Representatives

(i) 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 school, employees may be granted an extra two (2) days leave above the three (3) days (non-accumulative) per year, where accredited workplace health and safety training courses provided by the union involve more than three (3) days.

(ii) 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 school 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 school 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 (ie travelling time is not included);

(G) the school 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.

(d) Union Development Leave

(i) 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 school. 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 school;

(B) the union will pay to the school 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 clause 5.14(d)(i)(B) the period of development leave will count as service with the school 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 school 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 school and provide 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 and fair work instruments in accordance with Part 3-4 of the Fair Work Act.

5.16 Job Share

(a) 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 schools.

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

(c) The provisions in relation to job share are set out in Schedule 9 of this Agreement.

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

(a) Fixed Term Appointment

(i) A school will employ an employee in a classification covered by this Agreement on a fixed term contract of employment only where the employee is appointed to cover an identifiable short term need.

(ii) An identifiable short term need could include circumstances such as:

(A) special projects;

(B) proposed closure of school;

(C) short term funding;

(D) filling the position of a specified employee who is on nominated leave from the school;

(E) filling the position of an employee arising from a resignation, where such position is declared vacant and no suitable permanent employee is available;

(F) 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

(G) employing a part-time school officer to address class size issues and/or enhance curriculum offering on a short-term basis.

(iii) Where a school employs an employee covered by this Agreement on a fixed term contract, the school 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.

(iv) A fixed term contract of employment will not be used as a probationary period.

(v) Except as provided in clause 5.18(a)(ii)(F), a fixed term employee will not be employed for a period in excess of twelve (12) months. However, if the identifiable short-term need exists after the twelve (12) month period, a further fixed term appointment (no longer than twelve (12) months) may be agreed between the parties. Any agreement reached between a school and an employee as prescribed by this clause shall be in writing and signed by both parties.

(vi) Where:

(A) a school 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

(B) 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

(C) 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

(b) Teachers

Lutheran schools reaffirm their commitment to the maximisation of permanent employment.

(c) School Officers

(i) Continuity of Service – School Officer

The school 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.

(d) Notification of Change of Hours of Work

(i) This clause 5.18(d) applies to school officers who are employed on a continuing contract for less than 38 hours per week.

(ii) Where the school intends to alter the employee's number of hours of work per week, or the employee's start or finish times, the school will advise the employee as soon as possible of such intention, but give no less than two (2) weeks' notice of such changes, unless it is mutually agreed between the school and employee for a shorter period of time.

(iii) The school will discuss with the employee concerned the ramification of any proposed change.

(iv) Where the school 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.

(e) For employee groups covered by this Agreement other than teachers and school officers, Lutheran schools will endeavour to restrict temporary or casual employment to bona fide short term engagements (12 months or less).

(f) Where an employee feels disadvantaged through an alleged inappropriate temporary or casual engagement, the procedure as outlined in clause 8 should be followed.

5.19 Introduction of Changes

This clause 5.19 shall apply to all employees.

(a) School's Duty to Notify

(i) Where a school decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the school shall notify the employees who may be affected by the proposed changes and, where relevant, their nominated representative.

(ii) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the school'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 Agreement makes provision for alteration of any of these matters an alteration shall be deemed not to have a significant effect.

(b) School's Duty to Consult over Change

(i) The school 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 school 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 school must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(ii) The consultation must occur as soon as practicable after making the decision referred to in clause 5.19(a)(i).

(iii) For the purpose of such consultation the school 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 school shall not be required to disclose information about other employees unless those employees request that it be provided, or confidential or commercially sensitive information, the disclosure of which would be adverse to the school's interests.

(iv) If:

(A) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(B) the employee or employees advise the school of the identity of the representative,

the school must recognise the representative.

(c) Schools' Duty to Notify about Changes to Regular Roster or Ordinary Hours of Work

(i) This sub-clause applies if a school proposes to introduce a change to the regular roster or ordinary hours of work of an employee/s.

(ii) The school 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(c)(i) above.

(iii) The relevant employee/s may appoint a representative for the purposes of the procedures in this sub-clause. If:

(A) a relevant employee/s appoints representative for the purposes of consultation; and

(B) the employee/s advise the school of the identity of the representative,

the school must recognise the representative.

(iv) As soon as practicable after proposing to introduce the change, the school must:

(A) Discuss with the relevant employee/s the introduction of the change; and

(B) For the purposes of the discussion – provide to the relevant employee/s:

(I) 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

(II) Information about what the school reasonably believes will be the effects of the change on the employee/s; and

(III) Information about any other matters that the school reasonably believes are likely to affect the employee/s; and

(IV) 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).

(v) However, the school is not required to disclose confidential or commercially sensitive information to the relevant employee/s.

(vi) The school must give prompt and genuine consideration to the matters raised about the change by the relevant employee/s.

(vii) Subject to clause 5.19(d) for the purposes of this clause 5.19(c), the school's educational timetable in respect of academic classes and student activities, which:

(A) May operate on a term, semester or school year basis; and

(B) Ordinarily changes between one period of operation and the next; and

(C) May change during the period of operation, is not a regular roster.

(d) Variations to Part-Time Teachers' Hours of Work

(i) Subject to clause 5.19(d)(ii), details of the contact time, planning and preparation and correction time and other duties will be advised by the school to a part-time teacher at the commencement of each educational timetable cycle for the school (term, semester or year as applicable).

(ii) Where there is a change to details proposed by the school under sub- clause 5.19(d)(i) above between one period of operation of the school'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(c) above will apply.

(iii) Where the school proposes a change to details as advised under sub- clause 5.19(d)(i) 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 school requests a part-time teacher to:

(A) undertake additional hours in excess of those specified under clause 5.19(d)(i); 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 clause 5.19(d)(i),

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

5.20 Redundancy

(a) The parties recognise that redundancy is not a common occurrence within Lutheran schools. However, where a school has made a definite decision that the school 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.

(b) Where redundancy is determined the school 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.

(c) Full-time and part-time employees affected by redundancy shall be entitled to:

(i) accrued annual leave;

(ii) long service leave accrued in accordance with the provisions of this Agreement;

(iii) where an employee believes they may gain employment within the Lutheran Education Sector 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;

(iv) 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 NES;

(v) 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;

(vi) notwithstanding clause 5.20(c)(iv) where an employee has more than fifteen (15) years' service, the employee and their union (where relevant) will enter into discussions with the school to negotiate a package which would recognise that longevity of service.

5.21 Outsourcing

(a) If an 'in principle' decision is made by the school to contract out work currently being done by a school employee(s) covered by this Agreement, consultation with the affected employee(s) and the relevant union(s) will occur before a decision on this matter is finalised.

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

5.22 Working Arrangements for Nurses

The terms and conditions of employment for nurses engaged at Lutheran schools and outdoor education centres are set out in Schedule 11.

5.23 Reclassification Process – School Officers

(a) A school officer may request a reclassification of their position. Such a request may be made either in relation to the classification level of an existing position or where the classification level of the position has been changed. Except in exceptional circumstances no employee shall be permitted to seek a reclassification of their position on more than one occasion in a twelve (12) month period.

(b) The employee shall make any such Request for Reclassification, in writing, to the principal.

(c) The principal shall consider the Request for Reclassification and notify the employee in writing of the decision regarding the employee's request.

(d) 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.

(e) Where the principal receives a Review of Classification application, the principal shall advise LEQ in writing that an application has been received.

(f) 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.

(g) 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.

(h) If an agreed outcome cannot be reached between the school and the employee, then the employee may refer the matter to the Fair Work Commission in terms of the procedures for settling and resolving disputes set out at clause 8.

5.24 Classification Structures – School Officers

(a) Classification Process

(i) A school shall determine the classification of a position through the following process:

(A) An analysis is to be undertaken to establish the skills and responsibilities required for each identified position and a position description written for each position;

(B) Each position is classified by reference to the classification criteria set out in Schedule 8;

(C) Employees are appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on years of service as defined in clause 5.25(b).

5.25 School Officer Career Path

(a) Each level of the classification structure at Schedule 8 has varying pay steps which provide for yearly service increments within a level. Such increments are payable subject to satisfactory performance. The school will not unreasonably withhold progression and will use due process.

(b) 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.

(c) Progression from one level to a higher level will occur either:

(i) by appointment to such higher level as a result of vacancy at that level; or

(ii) when the school requires an employee to perform at a higher level, if an employee or a school considers that the skills and responsibilities as required by the school for a position have altered or do not reflect the classification determined, a review of the classification applicable to the position is to be undertaken in accordance with clause 5.24(a) and an appropriate classification determined. However, except in exceptional circumstances such as a change in the skill and/or responsibility required, or a change in the conditions under which the work is performed, no employee shall be permitted to seek a reclassification of their position on more than one occasion in a (twelve) 12 month period; or

(iii) 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 twelve (12) months on the highest increment of Level 2,

such an employee shall be appointed to Level 3.

(d) 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 and recognition of current competencies may be utilised by the employee in gaining formal qualifications.

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

5.26 Vocational Education

(a) 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.

(b) 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.

(c) Where a school 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 school 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.

5.27 Complaints Handling Policy and Procedures

(a) 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 employees by an employee, parent, student or other school or wider community member.

(b) 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 in place relating to such matters.

5.28 Outdoor Education

(a) The terms and conditions of employment for employees in Lutheran schools outdoor education centres are detailed in Schedule 13 of this Agreement.

(b) The parties acknowledge the employees in the outdoor education centres in Queensland Lutheran schools will be paid in accordance with Schedule 13 of this Agreement.

(c) Where an employee is currently paid in excess of the rates of payment at Schedule 2, such an employee will continue to receive the higher rate of payment and all percentage increases identified at clause 3 of this Agreement.

(d) The parties acknowledge that if 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 (Schedule 6 and Schedule 7) but adapted to suit each outdoor education centre.

5.29 Use of Support Staff

(a) At each school, principals will give annual consideration to ways of utilising non-teaching employees 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.

(b) This clause is subject to the following conditions:

(i) 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 employees 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.

(ii) No fundamental change in the nature of an employee's duties shall occur under this clause without reasonable consultation, notice and training.

(iii) Where an employee believes they cannot perform the functions requested by the school in accordance with a change in duties under this clause, they may apply for a voluntary redundancy.

(iv) 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.

5.30 Multiple Contracts of Employment – School Officers

(a) Application of this clause

(i) This clause 5.30 applies only to non-teaching employees.

(ii) An employee may only be employed on multiple contracts of employment in accordance with the provisions of this clause 5.30.

(b) 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.

(c) 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.

(d) An employee may only be employed on separate and distinct contracts on a voluntary basis.

(e) 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.

(f) 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 school.

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

5.31 Averaging Salaries Over the Year for Term Time Employees

(a) By agreement between the school 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):

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

(b) Where:

(i) Calculated weekly rate = Applicable rate determined by relevant Schedule or clause of this Agreement and reduced proportionately where the part time employee works less than 38 hours per week.

(ii) Weeks to be Worked = Projected number of weeks to be worked by the employee to the year end.

(iii) Pays to Year End = number of pays to the end of year excluding the last 4 weeks.

(iv) Annual leave and loading shall be paid to the employee at the end of the last term and is calculated as follows:

$$\frac{\text{Calculated Weekly Rate x 4 x Weeks Worked}}{52}$$
plus 17.5% loading

5.32 School Officers Undertaking Higher Level Duties in an Acting Capacity

(a) 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.

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

5.33 School Officers – Camps

(a) 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 Schedule 8 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 school in consultation with the school officer. 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.

(b) The final decision as to whether payment is made at the rate specified in clause 5.33(a) 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 school.

(c) 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 3 of this Agreement.

5.34 School Officers – Special Projects

(a) The school 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.

(b) An 'eligible school officer' is a school officer who has had at least one year's continuous service with the school.

(c) A 'special project' is work that the school 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.

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

(e) The parties agree that the mechanism in this clause 5.34 does not form part of the school officers' classification structure, and as such, the mechanism is not a "position" for the purposes of clause 5.23 (Reclassification Process for School Officers) or clause 5.32 (School Officers Undertaking High Level Duties in an Acting Capacity).

(f) The request by the school 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 school and school officer prior to the special project commencing.

(g) The written agreement between the school and school officer must record the following:

(i) the substantive position;

(ii) a description of the special project;

(iii) the commencement and end dates of the special project; and

(iv) the skills, industry knowledge and initiative to be applied by the school officer when carrying out the work on the special project.

(h) 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 2 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 (e.g. part-time/ term time), then the school officer will receive payment of the School Officer Special Project Allowance on a pro rata basis.

5.35 Recognition of Service – School Officers

The provisions of this clause and Schedule 8 apply to determine the incremental step within the classification level set out at Schedule 8:

(a) Employees are appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on years of service. 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.

(c) The provision of documentary evidence of previous employment as a school officer will be the responsibility of the employee.

(d) Only service in the ten (10) years prior to the date of application will be considered for recognition.

(e) 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.

(f) As provided in clause 5.9(d) 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.

5.36 Working Arrangements for 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 set out in Schedule 14 of this Agreement.

5.37 Right to request casual conversion

(a) This clause applies to regular casual employees engaged in non teaching classifications under this Agreement

(b) An employee engaged by a school as a regular casual employee (as defined at clause 5.37(c) may request that their employment be converted to full-time or part-time employment.

(c) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the Agreement.

(d) Any request under clause 5.37 must be in writing and provided to the school. Following consultation the School may agree to or refuse the request on reasonable grounds.

(e) If the school refuses a regular casual employee's request to convert, the school will provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.

(f) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

5.38 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

(a) The SBU shall be convened as an Enterprise Agreement Reference Group to address issues and provide advice to schools regarding matters which may arise from this Agreement.

(b) The Unions signatory to this Agreement shall be entitled as parties to the Agreement to representation on reference groups formed in accordance with this clause.

(c) Subject to clause 1.9, 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 employers.

6.3 Consultation and Committee Arrangements

(a) 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.

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

(c) 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.

(d) 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.

(e) 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 their decision-making responsibility in the school. However effective consultation between schools and employees is dependent on the following principles:

  (i) A commitment by all parties to participate;

  (ii) Co-operation and consultation prior to decisions being made;

  (iii) Effective communication processes within the school;

  (iv) Training / induction which educates members in the roles and responsibility of membership of the relevant Committee;

  (v) Regular meetings;

  (vi) Employees determining who represents them;

  (vii) Either party being able to call meetings of the relevant Committee or group.

(f) 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 employees:

  (i) Regular meetings of employees and committees.

  (ii) Executive Committee of Senior Staff who meet regularly to advise the head/principal on school matters.

  (iii) 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.

  (iv) The IEUA-QNT School Chapter.

(v) Any other committee or work groups set up from time to time by the head/principal for a specific purpose.

(vi) Various committees or officers appointed according to government legislation (e.g. Workplace Health and Safety Committee).

6.4 Consultation and Considerations – Workload

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

(i) 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;

(ii) 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;

(iii) 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;

(iv) 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 clauses 4.3(b) of Schedule 6 and clause 4.3(b) of Schedule 7 having given consideration to resource standards in the industry. Examples of significant curriculum change would be Queensland Curriculum and Assessment Authority initiatives, National Curriculum initiatives, student performance standards and a restructure of the curriculum;

(v) In particular, implementation of significant change identified in clause 6.4(a)(iv) 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 Salary Sacrifice

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

(b) This clause is subject to the following provisos:

(i) It is expected that each employee shall seek independent financial advice before accepting an agreement to salary sacrifice;

(ii) The contribution is expressed as a dollar or percentage amount of ordinary time earnings;

(iii) 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;

(iv) The terms of the agreement shall be committed to writing and signed by the school and the employee;

(v) A copy of the signed agreement shall be held by the school and a copy provided to the employee;

(vi) This arrangement may only be altered once per annum;

(vii) In the event of changes to the Fringe Benefits Tax or P.A.Y.G. Tax legislation, which detrimentally affects the school or the employee, the arrangement to salary sacrifice into superannuation funds may be terminated by either party.

(c) Salary Packaging

(i) An employee may apply to their school 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) any salary sacrifice arrangement will be established within allowable limits determined by the Australian Taxation Office.

(B) as part of the salary package arrangements, the cost of administering the package, including fringe benefits tax, are met by the participating employee;

(C) there will be no additional increase in superannuation costs or to fringe benefits payments made by the school;

(D) increases or amendments in taxation are to be passed on to employees as part of their salary package;

(E) employees must provide the school with a written statement indicating they have taken financial advice prior to taking up a salary package;

(F) there will be no significant administrative workload or other ongoing cost to the school.

(d) Where agreement is reached between the school and the employee, salary packaging arrangements may be made between the individual employee and the school and shall be recorded in writing.

(e) Salary packaging arrangements may be altered once per annum.

7.2 Superannuation

(a) The school shall contribute on behalf of each eligible employee an amount of superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) or other equivalent legislation as in place from time to time into a complying superannuation fund. Currently, the fund choices are:

(i) Lutheran Church of Australia Staff Superannuation Fund (Lutheran Super);

(ii) NGS Super; or

(iii) any complying superannuation fund.

(b) Where an employee has not exercised a choice in relation to the funds identified in clause 7.2(a) within 28 days of commencing employment, the school will make superannuation payments to NGS Super or any successor fund.

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

(d) 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 school will be subsumed into any payment mandated by Superannuation Guarantee Charge legislation, if any such payment is mandated.

(e) Should an employee elect to make a co-contribution, 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%

(f) An employee's voluntary superannuation co-payment may be before tax in accordance with the salary sacrifice provisions (clause 7.1).

7.3 Leave Entitlements Generally

Except where this Agreement sets out a differing entitlement, employees' leave entitlements will be in accordance with the Fair Work Act and for long service leave under the *Industrial Relations Act 2016* (Qld).

7.4 Annual Leave

(a) Teachers

(i) An employee's entitlement to annual leave is as provided for in the NES.

(ii) A teacher must take annual leave during non-term weeks. Leave must generally be taken, in the case of an employee whose employment with the school is continuing into the next school or preschool year, in the 4 (four)-week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the school.

(iii) An employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the employer.

(iv) An employee who has served throughout the school year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

(A) at the time that the employee is paid annual leave or pro rata annual leave; or

(B) on the termination of employment by either party.

(v) Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked by the employee in that school year}}{}$$

Total term weeks in that school year

(b) Non-teaching employees

(i) An employee's entitlement to annual leave is as provided for in the NES.

(ii) Except where this Agreement sets out a different entitlement (in which case that entitlement will apply), non-teaching employees will be entitled to annual leave loading on leave accrued on the following basis:

(A) 17.5% of their ordinary rate of pay if they complete day work only;

(B) 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater if they complete shift work.

7.5 Proportion of salary

(a) A teacher upon appointment shall be paid from the date upon which the teacher commenced duty, provided that a teacher who has taught (or has been granted leave by the school) for each day of the school year at the particular school shall be paid for a full calendar year commencing on 1 January. A teacher who ceases duty before completing 10 teaching weeks of employment shall be paid in lieu of annual leave an amount equal to 1/12th of their ordinary pay for the period of employment.

(b) A teacher who ceases duty after at least 10 teaching weeks of employment shall be paid the proportion of the teacher's annual salary of that year that the teacher's service excluding school vacations bears to a standard school year provided that such proportion of salary shall be calculated on the salary which the employee was receiving immediately before cessation of employment.

(c) A standard year shall be as set out in Schedule 6 and Schedule 7.

7.6 Personal/Carer Leave

(a) An employee's entitlement to personal/carer's leave is in accordance with the NES.

(b) Notwithstanding the provisions in the Fair Work Act regarding personal/carer's leave, teachers who are currently receiving an entitlement to personal leave greater than ten (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.

(c) Personal/carer's leave entitlements for all employees in Lutheran schools in Queensland shall be fully portable within Lutheran schools throughout Australia.

(d) When the employee's absence is for more than two (2) days, the employee is required to give the school 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.

(e) 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 school. A school may request a doctor's certificate indicating the nature of the illness and/or the need for ongoing care and support.

7.7 Health Check Leave – Use of Personal/Carer Leave

The school 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 personal/carer's 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 school two (2) weeks' notice prior to taking health check leave and the school may require proof of such an appointment.

7.8 Compassionate Leave

(a) 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 NES. For casual employees, compassionate leave is unpaid leave.

(b) In addition to the compassionate leave entitlements under the NES, 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 school.

7.9 Bereavement Leave

(a) 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.

7.10 Long Service Leave

(a) All employees 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:

(i) for employees 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.

(ii) long term casual employees (as defined by the *Industrial Relations Act 2016* (Qld)), other than teachers, began to accrue long service leave entitlements 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.

(iii) 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.

(iv) 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.

(b) The time of taking long service leave shall be subject to agreement between the school and employee.

(c) 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.

(d) Non-teaching term time employees may choose to access accrued long service leave during periods of unpaid leave, including school vacations.

(e) Schools reserve the right to require employees to take their long service leave (a minimum of four (4) weeks – maximum of thirteen (13) weeks) whenever an employee has thirteen (13) weeks or more accrued. Special circumstances will be taken into consideration in requests for deferral of this requirement.

(f) Before exercising the right in clause 7.10(e) above, schools shall give at least six (6) months' notice in writing to employees of the direction to require an employee to take long service leave.

(g) Employees' requests for the timing of long service leave and the duration of the leave, mindful of clauses 7.10(b) and 7.10(c), shall not be unreasonably refused. Any period of long service leave taken by an employee is exclusive of any public holiday(s), and/or paid school vacation periods.

(h) Long service leave is portable throughout Australian Lutheran schools.

(i) 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.

(j) As long service leave is designed to ensure long-term employees 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.

(k) Notwithstanding 7.10(k)(ii) special circumstances may arise where it is preferable for an employee and school 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:

(i) an application by the employee for the payout of long service leave and the school and employee both agreeing in writing to the payout out of the long service leave;

(ii) 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 school;

(iii) where agreement is reached to pay out long service leave, superannuation at the current legislated rate will be payable;

(iv) the employee having the right to salary sacrifice the amount of long service leave or a proportion of the agreed payment to superannuation.

(l) 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 clause 7.10(m).

(m) 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 five (5) calendar days duration) and the request is accompanied by a medical certificate applicable for that period.

(n) 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 clause 7.10(m).

(o) Where an employee has a period of long service leave re-credited in accordance with this clause, the actual period of absence from work will not normally be extended.

7.11 Parental Leave

(a) An employee is entitled to unpaid parental leave subject to the provisions of the NES.

(b) In addition, an employee who is a parent is also entitled to paid parental leave connection with the birth or adoption of a child in accordance with clause 7.11(c) subject to the satisfaction of the eligibility requirements in clause 7.11(d).

(c) Paid Parental Leave – Entitlement

(i) 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.

(ii) An employee may elect to take the leave referred to in clause 7.11(c)(i) 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.

(iii) For the avoidance of doubt, the first portion of an employee's absence on leave shall be the paid portion under this clause 7.11.

(iv) Notwithstanding the provisions in clauses 7.11(c)(i) and 7.11(c)(ii), where an employee couple wish to share the parental leave referred to in clause 7.11(c)(i)

and both are employees of the same school, they may share the paid leave under clause 7.11(c), provided that the following conditions are met:

(A) In the case of the birth mother taking parental leave, the minimum period of paid parental leave following the birth of the child shall be six (6) weeks;

(B) 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;

(C) 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 7.11(c)(iv)(F);

(D) At least ten (10) weeks prior to the intended start date for the leave, the school/s must be provided notice in writing of the period of paid parental leave which both members of the employee will be taking respectively;

(E) Both members of the employee couple have completed at least one year's continuous service with school/s 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 at which they were engaged prior to the leave for the duration of the paid parental leave period;

(F) 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' as defined in clause 7.11(c)(iv)(G);

(G) Exceptional Circumstances for the purposes of clause 7.11(c)(iv)(F) are those where an application for a leave change is supported by medical advice from the mother's specialist medical practitioner stating that she is suffering from a medical condition which prevents her from being the primary care giver for the child.

(d) Eligibility for Paid Leave

(i) Subject to the provisions of clause 7.11(c) 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;

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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 apply.

(e) Payment for Paid Parental Leave

(i) 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 7.11(e), 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;

(ii) The employee may request, and the school 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;

(iii) 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;

(iv) 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;

(v) 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 clause 7.11(e)(v) shall apply even where the Exceptional Circumstances referred to in clause 7.11(c)(iv)(F) arise.

(vi) Where it is agreed that, consistent with clause 7.11(e)(ii), 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:

(A) fourteen (14) weeks paid parental leave; and

(B) for teachers:

(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.

(vii) Where the terms of clause 7.11(e)(ii) 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:

(A) pro rata payment in lieu of vacation periods in accordance with the provisions for calculating paid vacation periods for fixed term teachers; and

(B) pro rata payment of annual leave loading calculated in accordance with the proportion of salary calculation.

(f) <u>Paid Parental Leave and Other Entitlements</u>

(i) 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 clause 7.11(e)(vi).

(ii) 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.

(iii) 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.

(iv) The period of paid parental leave shall be inclusive of public holidays that may fall within the period.

(v) In accordance with the NES, provided that the aggregate of leave does not exceed fifty-two (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.

(vi) 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.

(g) 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.

7.12 Paid Non-Primary Caregiver Leave

(a) Subject to the eligibility requirements in the NES, an employee who is a parent and is not the primary caregiver, shall be entitled, within fifty-two (52) weeks of the birth or placement of the child, to take five (5) consecutive days of paid parental leave in connection with birth or adoption of a child who is being primarily cared for by the employee's spouse.

(b) Paid non-primary carer leave is a separate leave entitlement and shall not be deducted from an employee's accrued personal leave.

(c) An employee will be required to provide documentation to support such leave.

(d) The period of leave may commence on the date of the birth or adoption of the child (if this is a work day) or on a later date nominated by the employee and agreed to by the school. The nomination date will be subject to the notice requirements applicable to paid parental leave. A shorter notice period will be subject to agreement between the employee and the school.

(e) Paid non-primary carer leave is exclusive of vacation periods.

(f) Parental leave entitlements contained in this Agreement are in addition to any Government funded parental leave scheme.

(g) Parental leave does not accrue and will not be paid out on cessation of employment.

7.13 Family and Domestic Violence Leave

(a) An employee, who is experiencing family and domestic violence, may access up to ten (10) days per year of non-cumulative paid special leave in order to address related matters including, but not limited to:

(i) attending medical and / or counselling appointments;

(ii) sourcing alternative accommodation;

(iii) accessing legal advice;

(iv) attending legal proceedings;

(v) organising alternative care for members of their immediate family or household;

(vi) organising alternative education arrangements for their children; and

(vii) rebuilding support networks.

This leave will be in addition to existing leave entitlements and may be taken as consecutive days, single days or as a fraction of a day, and all reasonable requests will be approved.

(b) An employee seeking to access such leave may be required to provide documentary evidence from the Queensland Police Service, a Court, a doctor, nurse or other health professional, family violence support service or lawyer. A signed statutory declaration may also be acceptable as proof. The employee should provide evidence prior to the taking of leave or where this is not possible, as soon as reasonably practicable after the leave has been taken.

(c) It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing this special leave.

(d) An employee who supports a person experiencing family and domestic violence may use their existing carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter, subject to the requirements of clause 7.13(b) being satisfied.

7.14 Jury Leave

(a) Where an employee is called for jury service and who is not exempted from that service, the school will continue to pay the employee their normal wages and applicable allowances while on jury service, conditional on the following documentation:

(i) proof of attendance;

(ii) duration of attendance; and amount received.

(b) Any monies received for jury service by the employee will be paid to the school on receipt.

7.15 First Nations Leave

(a) The parties recognise that specific ceremonies are integral for the culture of First Nations people.

(b) 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 or other authorised school representative.

(c) 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.

7.16 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 or other authorised person within the relevant school.

7.17 Local Disaster and Emergency Leave

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

(i) experienced extreme loss or trauma; or

(ii) must, of necessity, remain at home to safeguard the employee's family or property;

(iii) 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

(iv) must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or

(v) 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

(vi) 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.

(b) Access to the leave in sub-clause 7.17(a) above will not be unreasonably refused by the principal.

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

(d) 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.

7.18 Leave for Attendance at Emergencies

(a) An employee who is a member of the State Emergency Service, voluntary member of a local firefighting 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* (Qld) or the *Disaster Management Act 2003* (Qld) or equivalent legislation.

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

7.19 Notice on Resignation and Termination

(a) Teachers

(i) Subject to clause 7.19(a)(v), the employment of a teaching employee (other than a casual employee) will not be terminated without at least four (4) weeks' notice (inclusive of the notice required under the NES), the payment of four (4) weeks' salary instead of notice, or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal four (4).

(ii) If the employee is over 45 years of age and has completed at least two (2) years of service, the NES notice period will apply.

(iii) The notice of termination required to be given by a teaching employee is the same as that required of the employee's employer under clause 7.19(a)(i)

(iv) If an employee does not give the period of notice required under clause 7.19(a)(i), then the employer may deduct from wages due to the employee an amount that is no more than two (2) weeks' wages for the employee. If the employer has agreed to a shorter period of notice than that required under clause 7.19(a)(i), then no deduction can be made. Any deduction must not be unreasonable in the circumstances.

(v) Where the employee's employment is terminated on the grounds of redundancy, the employee will be entitled only to the greater of notice of termination under this clause or notice of termination and severance payments under clause 5.20.

(vi) Where a school has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

(vii) Upon the termination of employment of an employee (other than a casual employee) the employer will provide upon the request of the employee, a statement of service setting out the commencement and cessation dates of employment

(b) Non-Teaching Employees

(i) The NES sets out the requirements for notice of termination by the school for all non-teaching employees.

(ii) A non-teaching employee must give the school notice of termination in accordance with the below table of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Column 1: Employee's period of continuous service with the employer at the end of the day the notice is given	**Column 2: Period of notice**
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(c) Exceptions

(i) Clause 7.19 does not apply to any of the following employees:

(A) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;

(B) an employee whose employment is terminated because of serious misconduct;

(C) a casual employee;

(D) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

7.20 Minimum Engagement for Non-Teaching Casual Employees

Unless a different minimum engagement is set elsewhere in this agreement in which case that minimum will prevail, a casual non-teaching employee will be engaged and paid for a minimum of two (2) hours for each engagement.

8. PROCEDURES FOR PREVENTING AND SETTLING DISPUTES

8.1 Procedure

(a) The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and the school in respect to any industrial matter, including (but not limited to) the terms and conditions of this Agreement, the NES 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.

(b) A party to the dispute may appoint any other person, organisation or association to accompany or represent them in relation to the dispute.

(c) 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.

(d) If the grievance or dispute is not resolved under 8.1(c), 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.

(e) If the grievance or dispute is still unresolved after discussions listed in clause 8.1(d), 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 school or the school's nominated industrial representative. An employee who is not a union member may report the grievance or dispute to Senior Management or the school's nominated industrial representative.

(f) If, after discussion between the parties, or their nominees mentioned in clause 8.1(e), the dispute (including a dispute in relation to whether the school had reasonable business grounds for refusing a request under the NES 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.

(g) The Fair Work Commission may deal with the dispute in 2 stages:

  (i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation. 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

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

(h) In dealing with the dispute under clause 8.1(g), the Fair Work Commission may use the powers that are available to it under the Fair Work Act.

(i) While all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

(j) 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.

(k) For the avoidance of doubt, any order of the Fair Work Commission (subject to the parties right of appeal under the Fair Work Act) will be final and binding on the parties to the dispute.

(l) 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.

9. SIGNATURES

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

Director
C/o Level 2, 24 McDougall Street
Milton QLD 4064

D. MULHERIN
Name of Director

Witness

S. MCCULLOUGH
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:

Chair of Peace Lutheran Primary School Council
C/o 36 East Street
Gatton QLD 4343

DAVID HAAK
Name of Chair Peace Lutheran Primary School Council

Witness

MARK BLACKWELL
Name of Witness

Executed for and on behalf of **INDEPENDENT EDUCATION UNION OF AUSTRALIA – QUEENSLAND AND NORTHERN TERRITORY BRANCH** (ABN 746 6260 1045) by:

Branch Secretary
346 Turbot Street
Spring Hill QLD 4006

TERENCE P BURKE
Name of Branch Secretary

Witness

TESSA MCKENZIE
Name of Witness

Executed for and on behalf of **QUEENSLAND NURSES' UNION OF EMPLOYEES AND AUSTRALIAN NURSING AND MIDWIFERY FEDERATION – QLD BRANCH** by:

Branch Secretary	Witness
Name of Branch Secretary	Name of Witness

Schedule 1 – Schools Bound by Queensland Lutheran Schools Single Enterprise Agreement

School Name	Location
Bethania Lutheran Primary School	66 Glastonbury Drive, Bethania, 4205
Bethany Lutheran Primary School	126 Cascade Street, Raceview, 4305
Concordia Lutheran College	154 Stephen Street, Toowoomba, 4350 67 Warwick Street, Toowoomba, 4350 402 Hume Street, Toowoomba, 4350
Faith Lutheran College, Plainland	5 Faith Avenue, Plainland, 4341
Faith Lutheran College, Redlands	132 Link Road, Victoria Point, 4165 1-15 Beveridge Road, Thornlands, 4164
Good News Lutheran School	49 Horizon Drive, Middle Park, 4074
Good Shepherd Lutheran College	115 Eumundi Road, Noosaville, 4566
Grace Lutheran College	Corner Anzac Avenue & Mewes Road, Rothwell, 4022 129 Toohey Street, Caboolture, 4510
Grace Lutheran Primary School	38 Maine Road, Clontarf, 4019
Immanuel Lutheran College	126-142 Wises Road, Buderim, 4556
Living Faith Lutheran Primary School	Corner Brays and Ogg Roads, Murrumba Downs, 4503
LORDS	68 Mirambeena Drive, Pimpama, 4209
Pacific Lutheran College	Woodlands Boulevard, Meridan Plains, 4575
Peace Lutheran College	Cowley Street, Kamerunga, 4870
Peace Lutheran Primary School	36 East Street, Gatton, 4343
Prince of Peace Lutheran College	20 Rogers Parade West, Everton Hills, 4053 25 Henderson Road, Everton Hills, 4053
Redeemer Lutheran College	745 Rochedale Road, Rochedale, 4123
Redeemer Lutheran College, Biloela	2 Collard Street, Biloela, 4715
St Andrews Lutheran College	111-175 Tallebudgera Road, Tallebudgera, 4228
St James Lutheran College	138-172 Pantlins Lane, Hervey Bay, 4655
St John's Lutheran Primary School	24 George Street, Bundaberg, 4670
St John's Lutheran School	84-92 Ivy Street, Kingaroy, 4610

School Name	Location
St Paul's Lutheran Primary School	55 Smiths Road, Caboolture, 4510
St Peters Lutheran College	66 Harts Road, Indooroopilly, 4068
St Peters Lutheran College, Springfield	42 Wellness Way, Springfield Central, 4300
Trinity Lutheran College	251 Cotlew Street, Ashmore, 4214 641 Ashmore Road, Ashmore, 4214

Any other Lutheran schools created within the Queensland District during the life of this Agreement

Schedule 2 – Wages & Allowances

Teachers

Current Classification	New Classification	1 July 2018	1 July 2019[1]	2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[2]	Paid from the first full pay period after 1 July 2021	Paid from the first full pay period after 1 July 2022
		Salary $ per annum				
Band 2, Step 1		$68,295	$70,002			
Band 2, Step 2	Graduate Teacher	$71,457	$73,244	$75,076	$76,952	$78,874
Band 2, Step 3	Proficient 1	$74,617	$76,482	$78,394	$80,354	$82,362
Band 2, Step 4	Proficient 2	$77,776	$79,720	$81,713	$83,756	$85,851
Band 2, Step 5	Proficient 3	$80,933	$82,957	$85,031	$87,158	$89,336
Band 3, Step 1	Proficient 4	$84,090	$86,192	$88,347	$90,557	$92,822
Band 3, Step 2	Proficient 5	$87,249	$89,430	$91,666	$93,956	$96,304
Band 3, Step 3	Proficient 6	$90,408	$92,668	$94,984	$97,358	$99,793
Band 3, Step 4	Proficient 7	$93,565	$95,905	$98,303	$100,760	$103,281
Leading Teacher						
LT1, Step 1	Proficient 8[3]	$3,786	$3,879	$102,279	$104,835	$107,458
LT1, Step 2	Proficient 9[4]	$7,371	$7,558	$106,049	$108,699	$111,418

[1] A 2.5% increase noting 1.5% has been paid on an interim administrative basis since 1 July 2019. The remaining 1% will be paid in the first full pay period after a Yes vote in the 2020 ballot, including back pay of the 1% from the effective date of the first full pay period after 1 July 2019 (Backpay 1).
[2] The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020 rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (Backpay 2).
[3] From the approval of the Agreement, Proficient 8 replaces LT1S1.
[4] From the approval of the Agreement, Proficient 9 replaces LT1S2.

Current Classification	New Classification	1 July 2018	1 July 2019[1]	2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[2]	Paid from the first full pay period after 1 July 2021	Paid from the first full pay period after 1 July 2022
	Highly Accomplished Teacher			$114,520	$117,382	$120,317
	Lead Teacher			$125,024	$128,149	$131,353
		Allowance $ per annum				
Positions of Added Responsibility Allowances – Secondary Curricular Leader (Proficient 1-6)						
CL1		$21,802	$22,347	$22,906	$23,479	$24,066
CL2		$18,294	$18,751	$19,220	$19,701	$20,194
CL3		$14,784	$15,154	$15,533	$15,921	$16,319
CL4		$12,153	$12,457	$12,768	$13,087	$13,414
CL5		$9,941	$10,190	$10,445	$10,706	$10,974
CL6		$7,855	$8,051	$8,252	$8,458	$8,669
Positions of Added Responsibility Allowances – Secondary Pastoral Leader (Proficient 1-6)						
PL1		$14,784	$15,154	$15,533	$15,921	$16,319
PL2		$12,153	$12,457	$12,768	$13,087	$13,414
PL3		$9,941	$10,190	$10,445	$10,706	$10,974
PL4		$9,941	$10,190	$10,445	$10,706	$10,974
PL5		$7,855	$8,051	$8,252	$8,458	$8,669
PL6		$7,855	$8,051	$8,252	$8,458	$8,669
		Salary $ per annum				
Positions of Added Responsibility Substantive Salaries – Secondary Curricular Leader (Proficient 7 and above)						
CL1				$121,208	$124,238	$127,344
CL2				$117,522	$120,460	$123,472
CL3				$113,835	$116,681	$119,598
CL4				$111,071	$113,848	$116,694

Current Classification	New Classification	1 July 2018	1 July 2019[1]	2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[2]	Paid from the first full pay period after 1 July 2021	Paid from the first full pay period after 1 July 2022
CL5				$108,747	$111,466	$114,253
CL6				$106,555	$109,219	$111,949
Positions of Added Responsibility Substantive Salaries – Secondary Pastoral Leader (Proficient 7 and above)						
PL1				$113,835	$116,681	$119,598
PL2				$111,071	$113,848	$116,694
PL3				$108,747	$111,466	$114,253
PL4				$108,747	$111,466	$114,253
PL5				$106,555	$109,219	$111,949
PL6				$106,555	$109,219	$111,949
Leading Teacher 2[5]						
LT2		$8,988	$9,212	$9,442	$9,676	$9,919

[5] LT2 will be grandfathered until the conclusion of current LT2 periods. The base salary for LT2 remains Proficient 1-7. There will be no new LT2 but all current LT2s will be recognised.

Transport, Distribution and Courier Industry

Level	1 July 2018				1 July 2019[6]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[7]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
	2.7%				2.5%				2.5%				2.5%				2.5%			
	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	Fortnightly	Annual	Part-time per hour	Casual per hour
Plant Operator Grade 5	1977	51578	26.013	32.5160	2026.40	52867	26.663	33.3290	2077.10	54189	27.33	34.1630	2129.00	55543	28.013	35.0160	2182.20	56931	28.713	35.8910

* 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.

[6] A 2.5% increase noting 1.5% has been paid on an interim administrative basis since 1 July 2019. The remaining 1% will be paid in the first full pay period after a Yes vote in the 2020 ballot, including back pay of the 1% from the effective date of the first full pay period after 1 July 2019 (Backpay 1).

[7] The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020 rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (Backpay 2).

Furniture and Allied Trades * **

Level	1 July 2018				1 July 2019[8]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[9]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
	2.7%				2.5%				2.5%				2.5%				2.5%			
	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	Fortnightly	Annual	Part-time per hour	Casual per hour
Furniture Manufacture/Repair Level 1	2031.60	53002	26.732	33.414	2082.40	54328	27.4	34.25	2134.50	55687	28.086	35.107	2187.90	57080	28.788	35.985	2242.60	58507	29.508	36.885

* 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.

[8] A 2.5% increase noting 1.5% has been paid on an interim administrative basis since 1 July 2019. The remaining 1% will be paid in the first full pay period after a Yes vote in the 2020 ballot, including back pay of the 1% from the effective date of the first full pay period after 1 July 2019 (Backpay 1).

[9] The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020 rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (Backpay 2).

Building and Construction Classifications

Classification	1 July 2018				1 July 2019[10]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[11]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
	2.7%				2.5%				2.5%				2.5%				2.5%			
	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	Fortnightly	Annual	Part-time per hour	Casual per hour
Carpenter, Joiner, Stonemason	2245.10	58572	29.541	36.9260	2301.20	60036	30.279	37.8490	2358.70	61536	31.036	38.7940	2417.70	63075	31.812	39.7650	2478.10	64651	32.607	40.7580
Bricklayer	2224.40	58032	29.268	36.5860	2280.00	59483	30.000	37.5000	2337.00	60970	30.75	38.4380	2395.40	62494	31.518	39.3980	2455.30	64056	32.307	40.3830
Painter, Glazier	2190.70	57153	28.825	36.0310	2245.50	58583	29.546	36.9330	2301.60	60046	30.284	37.8550	2359.10	61547	31.041	38.8010	2418.10	63086	31.817	39.7710
Plasterer, Floor Layer, Tiler	2232.00	58231	29.368	36.7110	2287.80	59686	30.103	37.6280	2345.00	61179	30.855	38.5690	2403.60	62708	31.626	39.5330	2463.70	64275	32.417	40.5210
Roof Tiler, Roof Fixer	2210.20	57662	29.082	36.3520	2265.50	59105	29.809	37.2620	2322.10	60581	30.554	38.1920	2380.20	62097	31.318	39.1480	2439.70	63649	32.101	40.1270
Scaffolder, Concrete Finisher	2090.50	54539	27.507	34.3830	2142.80	55904	28.195	35.2430	2196.40	57302	28.9	36.1250	2251.30	58734	29.622	37.0280	2307.60	60203	30.363	37.9540
Rigger, Drainer, Dogman	2159.40	56337	28.413	35.5160	2213.40	57745	29.124	36.4050	2268.70	59188	29.851	37.3140	2325.40	60667	30.597	38.2470	2383.50	62183	31.362	39.2020
Labourer 1	2045.50	53365	26.914	33.6430	2096.60	54698	27.587	34.4840	2149.00	56065	28.276	35.3450	2202.70	57466	28.983	36.2290	2257.80	58904	29.708	37.1350
Labourer 2	1944.90	50740	25.591	31.9880	1993.50	52008	26.23	32.7880	2043.30	53308	26.886	33.6070	2094.40	54641	27.558	34.4470	2146.80	56008	28.247	35.3090
Leading Hand	<2	50.60			51.90				53.20				54.50				55.90			
	2-5	112.90			115.70				118.60				121.60				124.60			
	6-10	139.20			142.70				146.30				150.00				153.80			
	>10	185.20			189.80				194.50				199.40				204.40			

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

[10] A 2.5% increase noting 1.5% has been paid on an interim administrative basis since 1 July 2019. The remaining 1% will be paid in the first full pay period after a Yes vote in the 2020 ballot, including back pay of the 1% from the effective date of the first full pay period after 1 July 2019 (Backpay 1).

[11] The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020 rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (Backpay 2).

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

		1 July 2018				1 July 2019[12]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[13]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
		2.7%				2.5%				2.5%				2.5%				2.5%			
		or $26pw whichever is greater				or $22pw 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	Fortnightly	Annual	Part-time per hour	Casual per hour
P	82%	1782.40	46501	23.4530	29.3160	1827.00	47665	24.0390	30.0490	1872.70	48857	24.6410	30.8010	1919.50	50078	25.2570	31.5710	1967.50	51330	25.8880	32.3600
1	88%	1863.90	48627	24.5250	30.6560	1910.50	49843	25.1380	31.4230	1958.30	51090	25.7670	32.2090	2007.30	52368	26.4120	33.0150	2057.50	53678	27.0720	33.8400
1(a)	89%	1877.50	48982	24.7040	30.8800	1924.40	50206	25.3210	31.6510	1972.50	51461	25.9540	32.4420	2021.80	52747	26.6030	33.2530	2072.30	54064	27.2670	34.0840
2	92%	1918.60	50054	25.2450	31.5560	1966.60	51307	25.8760	32.3450	2015.80	52590	26.5240	33.1550	2066.20	53905	27.1870	33.9840	2117.90	55254	27.8670	34.8340
2(a)	96%	1974.60	51515	25.9820	32.4770	2024.00	52804	26.6320	33.2890	2074.60	54124	27.2970	34.1220	2126.50	55478	27.9800	34.9750	2179.70	56866	28.6800	35.8500
3	100%	2031.60	53002	26.7320	33.4140	2082.40	54328	27.4000	34.2500	2134.50	55687	28.0860	35.1070	2187.90	57080	28.7880	35.9850	2242.60	58507	29.5080	36.8850
4	110%	2203.50	57487	28.9930	36.2420	2258.60	58925	29.7180	37.1480	2315.10	60399	30.4620	38.0770	2373.00	61909	31.2240	39.0300	2432.30	63456	32.0040	40.0050

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[12] A 2.5% increase noting 1.5% has been paid on an interim administrative basis since 1 July 2019. The remaining 1% will be paid in the first full pay period after a Yes vote in the 2020 ballot, including back pay of the 1% from the effective date of the first full pay period after 1 July 2019 (Backpay 1).

[13] The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020 rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (Backpay 2).

Nurses

Classifications	1 July 2018				1 July 2019[14]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[15]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
	2.7%				2.5%				2.5%				2.5%				2.5%			
	fortnightly	annual	part-time	casual	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	2261.40	58998	29.7550	37.1940	2317.90	60472	30.4990	38.1230	2375.80	61982	31.2610	39.0760	2435.20	63532	32.0420	40.0530	2496.10	65121	32.8430	41.0540
2nd Year	2373.80	61930	31.2340	39.0430	2433.10	63477	32.0140	40.0180	2493.90	65063	32.8140	41.0180	2556.20	66689	33.6340	42.0430	2620.10	68356	34.4750	43.0940
3rd Year	2487.70	64902	32.7330	40.9160	2549.90	66524	33.5510	41.9390	2613.60	68186	34.3890	42.9870	2678.90	69890	35.2490	44.0610	2745.90	71638	36.1300	45.1630
4th Year	2600.20	67837	34.2130	42.7660	2665.20	69532	35.0680	43.8360	2731.80	71270	35.9450	44.9310	2800.10	73052	36.8430	46.0540	2870.10	74878	37.7640	47.2060
Registered Nurse Level 2																				
1st Year	3164.80	82566	41.6420	52.0530	3243.90	84630	42.6830	53.3540	3325.00	86746	43.7500	54.6880	3408.10	88914	44.8430	56.0540	3493.30	91137	45.9640	57.4560
2nd Year	3239.90	84526	42.6300	53.2880	3320.90	86639	43.6960	54.6200	3403.90	88804	44.7880	55.9850	3489.00	91025	45.9080	57.3850	3576.20	93299	47.0550	58.8190
3rd Year	3314.80	86480	43.6160	54.5200	3397.70	88643	44.7070	55.8830	3482.60	90858	45.8240	57.2800	3569.70	93130	46.9700	58.7120	3658.90	95457	48.1430	60.1790
4th Year	3390.50	88455	44.6120	55.7650	3475.30	90667	45.7280	57.1600	3562.20	92934	46.8710	58.5890	3651.30	95259	48.0430	60.0540	3742.60	97641	49.2450	61.5560
Registered Nurse Level 3																				

[14] A 2.5% increase noting 1.5% has been paid on an interim administrative basis since 1 July 2019. The remaining 1% will be paid in the first full pay period after a Yes vote in the 2020 ballot, including back pay of the 1% from the effective date of the first full pay period after 1 July 2019 (Backpay 1).

[15] The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020 rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (Backpay 2).

Classifications	1 July 2018				1 July 2019[14]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[15]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
	2.7%				2.5%				2.5%				2.5%				2.5%			
	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual
1st Year	3531.20	92125	46.4630	58.0790	3619.50	94429	47.6250	59.5310	3710.00	96790	48.8160	61.0200	3802.80	99211	50.0370	62.5460	3897.90	101692	51.2880	64.1100
2nd Year	3616.40	94348	47.5840	59.4800	3706.80	96707	48.7740	60.9670	3799.50	99125	49.9930	62.4920	3894.50	101604	51.2430	64.0540	3991.90	104145	52.5250	65.6560
3rd Year	3701.40	96566	48.7030	60.8780	3793.90	98979	49.9200	62.4000	3888.70	101452	51.1670	63.9590	3985.90	103988	52.4460	65.5580	4085.50	106587	53.7570	67.1960
4th Year	3785.80	98768	49.8130	62.2660	3880.40	101236	51.0580	63.8220	3977.40	103766	52.3340	65.4180	4076.80	106360	53.6420	67.0530	4178.70	109018	54.9830	68.7290
Enrolled Nurse																				
PP1	2075.20	54140	27.3050	34.1320	2127.10	55494	27.9880	34.9850	2180.30	56882	28.6880	35.8600	2234.80	58304	29.4050	36.7570	2290.70	59762	30.1410	37.6760
PP2	2112.70	55118	27.7990	34.7480	2165.50	56496	28.4930	35.6170	2219.60	57907	29.2050	36.5070	2275.10	59355	29.9360	37.4190	2332.00	60840	30.6840	38.3550
PP3	2153.50	56183	28.3360	35.4190	2207.30	57586	29.0430	36.3040	2262.50	59026	29.7700	37.2120	2319.10	60503	30.5140	38.1430	2377.10	62016	31.2780	39.0970
PP4	2195.90	57289	28.8930	36.1170	2250.80	58721	29.6160	37.0200	2307.10	60190	30.3570	37.9460	2364.80	61695	31.1160	38.8950	2423.90	63237	31.8930	39.8670
PP5	2239.50	58426	29.4670	36.8340	2295.50	59887	30.2040	37.7550	2352.90	61385	30.9590	38.6990	2411.70	62919	31.7330	39.6660	2472.00	64492	32.5260	40.6580
Allowances																				
North Division, East District	5.01				5.14				5.27				5.40				5.54			
In Charge Allowance	8.84				9.06				9.29				9.52				9.76			

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School Officers

Classification		Relativity	1 July 2018				1 July 2019[16]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[17]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
			2.7%				2.5%				2.5%				2.5%				2.5%			
			fortnightly	annual	part-time	casual	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	1863.80	48625	24.5240	30.6550	1910.40	49840	25.1370	31.4210	1958.20	51087	25.7660	32.2070	2007.20	52366	26.4110	33.0130	2057.40	53676	27.0710	33.8390
	Step 2	90	1891.10	49337	24.8830	31.1040	1938.40	50571	25.5050	31.8820	1986.90	51836	26.1430	32.6790	2036.60	53133	26.7970	33.4970	2087.50	54461	27.4670	34.3340
	Step 3	92	1918.60	50054	25.2450	31.5560	1966.60	51307	25.8760	32.3450	2015.80	52590	26.5240	33.1550	2066.20	53905	27.1870	33.9840	2117.90	55254	27.8670	34.8340
	Step 4	94	1946.70	50787	25.6140	32.0180	1995.40	52058	26.2550	32.8190	2045.30	53360	26.9120	33.6400	2096.40	54693	27.5840	34.4800	2148.80	56060	28.2740	35.3420
LEVEL 2	Step 1	96	1974.30	51508	25.9780	32.4720	2023.70	52796	26.6280	33.2850	2074.30	54116	27.2930	34.1170	2126.20	55470	27.9760	34.9700	2179.40	56858	28.6760	35.8450
	Step 2	99	2013.40	52528	26.4920	33.1150	2063.70	53840	27.1540	33.9420	2115.30	55186	27.8330	34.7910	2168.20	56566	28.5290	35.6610	2222.40	57980	29.2420	36.5530
	Step 3	100	2031.60	53002	26.7320	33.4140	2082.40	54328	27.4000	34.2500	2134.50	55687	28.0860	35.1070	2187.90	57080	28.7880	35.9850	2242.60	58507	29.5080	36.8850
LEVEL 3	Step 1	100	2031.60	53002	26.7320	33.4140	2082.40	54328	27.4000	34.2500	2134.50	55687	28.0860	35.1070	2187.90	57080	28.7880	35.9850	2242.60	58507	29.5080	36.8850
	Step 2	102	2066.90	53923	27.1960	33.9950	2118.60	55272	27.8760	34.8450	2171.60	56655	28.5740	35.7170	2225.90	58072	29.2880	36.6100	2281.50	59522	30.0200	37.5250
	Step 3	107	2146.80	56008	28.2470	35.3090	2200.50	57409	28.9540	36.1920	2255.50	58844	29.6780	37.0970	2311.90	60315	30.4200	38.0250	2369.70	61823	31.1800	38.9750
	Step 4	110	2203.30	57482	28.9910	36.2380	2258.40	58919	29.7160	37.1450	2314.90	60393	30.4590	38.0740	2372.80	61904	31.2210	39.0260	2432.10	63451	32.0010	40.0020

[16] A 2.5% increase noting 1.5% has been paid on an interim administrative basis since 1 July 2019. The remaining 1% will be paid in the first full pay period after a Yes vote in the 2020 ballot, including back pay of the 1% from the effective date of the first full pay period after 1 July 2019 (Backpay 1).

[17] The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020 rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (Backpay 2).

Classification		Relativity	1 July 2018				1 July 2019[16]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[17]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
			2.7%				2.5%				2.5%				2.5%				2.5%			
			fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual
LEVEL 4	Step 1	112	2242.60	58507	29.5080	36.8850	2298.70	59971	30.2460	37.8080	2356.20	61471	31.0030	38.7530	2415.10	63008	31.7780	39.7220	2475.50	64583	32.5720	40.7150
	Step 2	115	2300.70	60023	30.2720	37.8400	2358.20	61523	31.0290	38.7860	2417.20	63062	31.8050	39.7570	2477.60	64638	32.6000	40.7500	2539.50	66253	33.4140	41.7680
	Step 3	118	2360.30	61578	31.0570	38.8210	2419.30	63117	31.8330	39.7910	2479.80	64696	32.6290	40.7860	2541.80	66313	33.4450	41.8060	2605.30	67970	34.2800	42.8500
LEVEL 5	Step 1	122	2440.20	63662	32.1080	40.1350	2501.20	65254	32.9110	41.1380	2563.70	66884	33.7330	42.1660	2627.80	68557	34.5760	43.2200	2693.50	70271	35.4410	44.3010
	Step 2	125	2500.20	65228	32.8970	41.1220	2562.70	66858	33.7200	42.1500	2626.80	68531	34.5630	43.2040	2692.50	70245	35.4280	44.2850	2759.80	72000	36.3130	45.3910
	Step 3	128	2559.30	66770	33.6750	42.0940	2623.30	68439	34.5170	43.1460	2688.90	70151	35.3800	44.2250	2756.10	71904	36.2640	45.3310	2825.00	73701	37.1710	46.4640
LEVEL 6	Step 1	132	2641.20	68906	34.7530	43.4410	2707.20	70628	35.6210	44.5260	2774.90	72394	36.5120	45.6400	2844.30	74205	37.4250	46.7810	2915.40	76060	38.3610	47.9510
	Step 2	139	2785.50	72671	36.6510	45.8140	2855.10	74487	37.5670	46.9590	2926.50	76349	38.5070	48.1330	2999.70	78259	39.4700	49.3370	3074.70	80216	40.4570	50.5710
	Step 3	146	2929.60	76430	38.5470	48.1840	3002.80	78340	39.5110	49.3880	3077.90	80299	40.4990	50.6230	3154.80	82306	41.5110	51.8880	3233.70	84364	42.5490	53.1860
	Step 4	154	3075.50	80237	40.4670	50.5840	3152.40	82243	41.4790	51.8490	3231.20	84299	42.5160	53.1450	3312.00	86407	43.5790	54.4740	3394.80	88567	44.6680	55.8360
	Step 5	161	3216.40	83913	42.3210	52.9010	3296.80	86010	43.3790	54.2240	3379.20	88160	44.4630	55.5790	3463.70	90364	45.5750	56.9690	3550.30	92624	46.7140	58.3930
LEVEL 7	Step 1	163	3259.80	85045	42.8920	53.6150	3341.30	87171	43.9640	54.9560	3424.80	89350	45.0630	56.3290	3510.40	91583	46.1890	57.7370	3598.20	93873	47.3450	59.1810
	Step 2	166	3320.80	86636	43.6950	54.6180	3403.80	88802	44.7870	55.9840	3488.90	91022	45.9070	57.3830	3576.10	93297	47.0540	58.8170	3665.50	95629	48.2300	60.2880
	Step 3	169	3379.70	88173	44.4700	55.5870	3464.20	90378	45.5820	56.9770	3550.80	92637	46.7210	58.4010	3639.60	94954	47.8890	59.8620	3730.60	97328	49.0870	61.3590
	Step 4	172	3440.10	89749	45.2640	56.5810	3526.10	91992	46.3960	57.9950	3614.30	94293	47.5570	59.4460	3704.70	96652	48.7460	60.9330	3797.30	99068	49.9640	62.4560

Classification		Relativity	1 July 2018				1 July 2019[16]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[17]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
			2.7%				2.5%				2.5%				2.5%				2.5%			
			fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual	fortnightly	annual	part-time	casual
	Step 5	175	3500.00	91312	46.0530	57.5660	3587.50	93594	47.2040	59.0050	3677.20	95934	48.3840	60.4800	3769.10	98332	49.5930	61.9920	3863.30	100790	50.8330	63.5410
School Officers Special Project Allowance			143.20				146.80				150.50				154.30				158.20			
Location Allowance																						
North Division, East District			4.90				5.03				5.15				5.28				5.41			

* 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

	1 July 2018				1 July 2019[18]				2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[19]				Paid from the first full pay period after 1 July 2021				Paid from the first full pay period after 1 July 2022			
	2.7%				2.5%				2.5%				2.5%				2.5%			
Classification	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	Fortnightly	Annual	Part-time per hour	Casual per hour
Junior Resident	1863.80	48625	24.5240	30.6550	1910.40	49840	25.1370	31.4210	1958.20	51087	25.7660	32.2070	2007.20	52366	26.4110	33.0130	2057.40	53676	27.0710	33.8390
Senior Resident																				
Step 1	2031.60	53002	26.7320	33.4140	2082.40	54328	27.4000	34.2500	2134.50	55687	28.0860	35.1070	2187.90	57080	28.7880	35.9850	2242.60	58507	29.5080	36.8850
Step 2	2066.90	53923	27.1960	33.9950	2118.60	55272	27.8760	34.8450	2171.60	56655	28.5740	35.7170	2225.90	58072	29.2880	36.6100	2281.50	59522	30.0200	37.5250
Step 3	2146.80	56008	28.2470	35.3090	2200.50	57409	28.9540	36.1920	2255.50	58844	29.6780	37.0970	2311.90	60315	30.4200	38.0250	2369.70	61823	31.1800	38.9750
Step 4	2203.30	57482	28.9910	36.2380	2258.40	58919	29.7160	37.1450	2314.90	60393	30.4590	38.0740	2372.80	61904	31.2210	39.0260	2432.10	63451	32.0010	40.0020
House Parent																				
Step 1	2242.60	58507	29.5080	36.8850	2298.70	59971	30.2460	37.8080	2356.20	61471	31.0030	38.7530	2415.10	63008	31.7780	39.7220	2475.50	64583	32.5720	40.7150
Step 2	2300.70	60023	30.2720	37.8400	2358.20	61523	31.0290	38.7860	2417.20	63062	31.8050	39.7570	2477.60	64638	32.6000	40.7500	2539.50	66253	33.4140	41.7680
Step 3	2360.30	61578	31.0570	38.8210	2419.30	63117	31.8330	39.7910	2479.80	64696	32.6290	40.7860	2541.80	66313	33.4450	41.8060	2605.30	67970	34.2800	42.8500

* 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.

[18] A 2.5% increase noting 1.5% has been paid on an interim administrative basis since 1 July 2019. The remaining 1% will be paid in the first full pay period after a Yes vote in the 2020 ballot, including back pay of the 1% from the effective date of the first full pay period after 1 July 2019 (Backpay 1).

[19] The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020 rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (Backpay 2).

Outdoor Education Staff

Classification	Current Annual Salary including 1.5% as at 1 July 2019	New Classification	Current Annual Salary	1 July 2019[20]	2020 wage increase of 2.5% will be effective from first full pay period after 1 July 2020[21]	Paid from the first full pay period after 1 July 2021	Paid from the first full pay period after 1 July 2022
Level 1							
Step 1	$49,355						
Step 2	$50,078						
Step 3	50,806						
Step 4	51,549						
Level 2		**Level 1**					
Step 1	$52,280	Step 1	$52,280	$52,796	$54,116	$55,470	$56,858
Step 2	$53,315						
Step 3	$53,798	Step 2	$53,798	$54,328	$55,687	$57,080	$58,507
Level 3		**Level 2**					
Step 1	$53,798						
Step 2	$54,732	Step 1	$54,732	$55,272	$56,655	$58,072	$59,522
Step 3	$56,848						
Step 4	$58,343	Step 2	$58,343	$58,919	$60,393	$61,904	$63,451
Level 4		**Level 3**					
Step 1	$59,384	Step1	$59,384	$59,971	$61,471	$63,008	$64,583

[20] A 2.5% increase noting 1.5% has been paid on an interim administrative basis since 1 July 2019. The remaining 1% will be paid in the first full pay period after a Yes vote in the 2020 ballot, including back pay of the 1% from the effective date of the first full pay period after 1 July 2019 (Backpay 1).

[21] The 1 July 2020 wage increase is only payable from the first full pay period after the Fair Work Commission approves the Agreement. During the period between a successful vote and approval by the Fair Work Commission, the 1 July 2019 rates will continue to be paid. The difference between the 1 July 2019 rate and the 1 July 2020 rate will be paid as backpay in the first full pay period after approval of the Agreement by the Fair Work Commission (Backpay 2).

Step 2	$60,923						
Step 3	$62,501	Step 2	$62,501	$63,117	$64,696	$66,313	$67,970
Level 5		**Level 4**					
Step 1	$64,617	Step 1	$64,617	$65,254	$66,884	$68,557	$70,271
Step 2	$66,206						
Step 3	$67,771	Step 2	$67,771	$68,439	$70,151	$71,904	$73,701
Level 6		**Level 5**					
Step 1	$69,939	Step 1	$69,939	$70,628	$72,394	$74,205	$76,060
Step 2	$73,761						
Step 3	$77,576	Step 2	$77,576	$78,340	$80,299	$82,306	$84,364
Step 4	$81,439						
Step 5	$85,170	Step 3	$85,170	$86,010	$88,160	$90,364	$92,624
Level 7		**Level 6**					
Step 1	$86,329	Step 1	$86,329	$89,179	$89,357	$91,591	$93,881
Step 2	$87,923						
Step 3	$89,501	Step 2	$89,501	$90,383	$92,642	$94,959	$97,333
Step 4	$91,092						
Step 5	$92,681	Step 3	$92,681	$93,594	$95,934	$98,332	$100,790

Schedule 3 – Work Related and Non-Work Related Allowances

Work Related Allowances	Rate payable under *Queensland Schools Single Enterprise Agreement 2016*	2019 increased rate (payable from first full pay period after the Agreement is approved by the Fair Work Commission)	2020 increase will be effective from first full pay period after 1 July 2020[22]	Paid from first full paid period after 1 July 2021	Paid from the first full pay period after 1 July 2022	Basis of increase
Overtime – Teachers A teacher required to work in excess of 30 hours per week or 40 hours per week in a Secondary School and 27.5 hours per week or 37.5 hours per week in a Primary School, as the case may be, shall be paid at the rate specified per hour for the extra time worked.	$18.53 per hour	$20.03 per hour	$20.53 per hour	$21.04 per hour	$21.57 per hour	In line with percentage-based increases to salaries/wages
First Aid and Administration of Medication – School Officers A first aid allowance is payable to school officers subject to the following conditions: (a) School officers who are appointed to positions classified at levels 1, 2 or 3 and are required to be aware of a student or students with medical conditions and are able and required to participate in the administration of medication or emergency treatment to such student or students on the basis of treatment regimes advised by parents, will receive an allowance at the rate specified per week. (b) School officers who hold a QAS first aid qualification (or equivalent) and are appointed as a first aid officer will be paid an allowance at the rate specified per week. (c) A school officer will only be entitled to receive one of the allowances prescribed above but not both.	$13.30 per week ($26.60 per fortnight)	$14.38 per week ($28.76 per fortnight)	$14.74 per week ($29.48 per fortnight)	$15.11 per week ($30.22 per fortnight)	$15.49 per week ($30.98 per fortnight)	In line with percentage-based increases to salaries/wages

[22] This wage increase is only payable from the first full pay period after approval of the Agreement.

Work Related Allowances	Rate payable under *Queensland Schools Single Enterprise Agreement 2016*	2019 increased rate (payable from first full pay period after the Agreement is approved by the Fair Work Commission)	2020 increase will be effective from first full pay period after 1 July 2020[22]	Paid from first full paid period after 1 July 2021	Paid from the first full pay period after 1 July 2022	Basis of increase
On-Call Allowances – Nurses (Schedule 11)	$21.30 (clause 4.3(b)(i)) $32.00 (clause 4.3(b)(ii)) $37.32 (clause 4.3(b)(ii)) $15.46 (clause 4.3(d)(i)) $19.33 (clause 4.3(d)(ii)) $25.77 (clause 4.3(d)(iii))	$23.03 (clause 4.3(b)(i)) $34.59 (clause 4.3(b)(ii)) $40.34 (clause 4.3(b)(ii)) $16.72 (clause 4.3(d)(i)) $20.90 (clause 4.3(d)(ii)) $27.86 (clause 4.3(d)(iii))	$23.61 (clause 4.3(b)(i)) $35.45 (clause 4.3(b)(ii)) $41.35 (clause 4.3(b)(ii))) $17.14 (clause 4.3(d)(i)) $21.42 (clause 4.3(d)(ii)) $28.56 (clause 4.3(d)(iii))	$24.20 (clause 4.3(b)(i)) $36.34 (clause 4.3(b)(ii)) $42.38 (clause 4.3(b)(ii)) $17.57 (clause 4.3(d)(i)) $21.96 (clause 4.3(d)(ii)) $29.27 (clause 4.3(d)(iii))	$24.81 (clause 4.3(b)(i)) $37.25 (clause 4.3(b)(ii)) $43.44 (clause 4.3(b)(ii)) $18.01 (clause 4.3(d)(i)) $22.51 (clause 4.3(d)(ii)) $30.00(clause 4.3(d)(iii))	In line with percentage-based increases to salaries/wages
Sleepover Allowance – School Officers (clause 5.33) and Boarding School Supervision Staff (clause 7, Schedule 14)	$44.46	$48.06	$50.40	$51.66	$52.95	In line with the Educational Services (Schools) General Staff Award rate for 2020 and otherwise percentage-based increases to salaries/wages

Non-Work Related Allowances	Rate payable under *Queensland Schools Single Enterprise Agreement 2016*	2019 Increased rate (payable from first full pay period after the Agreement is approved by the Fair Work Commission)	2020 increase will be effective from first full pay period after 1 July 2020[23]	Basis for increase
Broken Shift Allowance – Employees engaged under Schedule 10 Entitlement in accordance with clause 10.1.	Cleaners: $7.93 per day All except Cleaners: $6.06 per day	Cleaners: $8.33 per day All except Cleaners: $6.36 per day	Cleaners $8.47 per day All except Cleaners $6.47 per day	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.
Caretaker's Accommodation – Caretaker A caretaker who is required by the school to reside on or in the vicinity of the school's premises will be provided with living quarters, fuel and light at the school's expense. Where a caretaker is not provided with quarters they are to be paid an allowance as specified per week, and where they are not provided with fuel and light they will be paid an allowance as specified per week in lieu thereof. Caretaker means an employee whose presence is required on Premises for the protection (including the closing and locking and unlocking and opening) or convenient use thereof, and who may also have other duties in respect to the Premises' cleanliness or upkeep: Provided that any employee required by the school to sleep on the school's premises for the purpose of providing protection for the premises or for the carrying out of other caretaking duties will be deemed to be a caretaker for the purposes of this Agreement.	Payable where accommodation and fuel and light are not provided: Quarters: $6.97 per week ($13.94 per fortnight) Fuel & Light: $2.99 per week ($5.97 per fortnight)	Quarters: $7.32 per week ($14.63 per fortnight) Fuel & Light: $3.14 per week ($6.27 per fortnight)	Quarters: $7.44 per week ($14.88 per fortnight) Fuel & Light: $3.19 per week ($6.38 per fortnight)	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.
Meal Allowance – Cleaners and Caretakers An employee, who is required to continue work after the usual ceasing time for more than 2 hours, or after more than one hour if overtime continues beyond 6.00 pm, will be supplied with a reasonable meal at the school's expense or be paid the amount specified in lieu thereof.	$14.98 per meal	$15.94 per meal	$16.27 per meal	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

[23] This wage increase is only payable from the first full pay period after approval of the Agreement.

Non-Work Related Allowances	Rate payable under *Queensland Schools Single Enterprise Agreement 2016*	2019 Increased rate (payable from first full pay period after the Agreement is approved by the Fair Work Commission)	2020 increase will be effective from first full pay period after 1 July 2020[23]	Basis for increase
Meal Break – Grounds Staff Employees who are required to continue working for more than one and a-half hours beyond their ordinary finishing time shall be entitled to take a 30 minute paid meal break and shall be provided with an adequate meal by the school or paid an allowance of the amount specified in lieu thereof. Provided that where an employee has provided a meal because of receipt of notice to work overtime and such overtime is not worked such employee shall be paid the amount specified any meal so provided.	$14.98 per meal	$15.94 per meal	$16.27 per meal	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
Overtime Meal – Nurses In accordance with Schedule 11	$14.98 per meal	$15.94 per meal	$16.27 per meal	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
Overtime Meal – Minor Maintenance Staff If an employee is called upon to work overtime commencing on Saturday or Sunday the school will supply a reasonable meal at the school's expense, at all paid breaks which are prescribed, or pay an allowance of the specified amount in lieu thereof.	$14.98 per meal	$15.94 per meal	$16.27 per meal	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.
Meal Hour – Bus Drivers An employee required to work for more than one hour on any one day beyond their ordinary finishing time shall be paid the specified amount for meal money.	$14.98 per meal	$15.94 per meal	$16.27 per meal	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

Non-Work Related Allowances	Rate payable under *Queensland Schools Single Enterprise Agreement 2016*	2019 Increased rate (payable from first full pay period after the Agreement is approved by the Fair Work Commission)	2020 increase will be effective from first full pay period after 1 July 2020[23]	Basis for increase
Meal Breaks & Meal Allowances – Boarding School Staff Any employee who is required to continue working for more than 2 hours beyond their ordinary ceasing time will be provided with an adequate meal by the school or paid the amount specified in lieu even if the employee has provided themselves with such a meal.	$14.98 per meal	$15.94 per meal	$16.27 per meal	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.
Distributing Fertiliser or Spraying – Grounds Staff Employees who are required to distribute fertiliser or who are engaged upon spraying shall, upon request, be supplied with gloves, overalls, goggles and a double respirator at the school's expense or, by mutual agreement, be paid an allowance of the amount specified per week in lieu thereof.	$1.77 per week ($3.54 per fortnight) – only where safety equipment not provided	$1.86 per week ($3.72 per fortnight)	$1.89 per week ($3.78 per fortnight)	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.
Board & Lodging Allowance – Nurses In accordance with Schedule 11	Registered Nurses & Enrolled Nurses: $66.64 per week ($133.28 per fortnight) Assistants in Nursing: $62.70 per week ($125.40 per fortnight)	Registered & Enrolled Nurses: $73.39 per week ($146.78 per fortnight) Assistants in Nursing: $66.53 per week ($133.07 per fortnight)	Registered & Enrolled Nurses: $75.59 per week ($151.18 per fortnight) Assistants in Nursing: $68.53 per week ($137.06 per fortnight)	Calculated based on increases in the Australian Federal Minimum Wage applicable from the first full pay period after 1 July in each of the 2021 and 2022 years
Uniform & Laundry Allowance – Nurses and Non-teaching employees engaged under Schedule 10 In accordance with Schedule 10 and Schedule 11	Uniform: $182.60 per annum (pro rata each pay day) Laundry: $2.12 per week ($4.25 per fortnight)	Uniform: $191.69 per annum (pro rata each pay day) Laundry: $2.22 per week ($4.44 per fortnight)	Uniform: $194.95 per annum (pro rata each pay day) or $6.00 per week, whichever is higher Laundry: $2.26 per week ($4.52 per fortnight)	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.
Wet Work Allowance – Minor Maintenance employees Wet work is when employees are required to work in any place where water is continually dripping so that their clothing becomes wet with water, or when they are required to work where there is water under foot so that the	$0.57c per hour provided when water is continually dripping and clothing becomes wet and where	$0.60c per hour	$0.61c per hour	Based on movement in the CPI over the previous year: All Groups, Brisbane and weighted average of eight capital cities for the 12 month

Non-Work Related Allowances	Rate payable under *Queensland Schools Single Enterprise Agreement 2016*	2019 Increased rate (payable from first full pay period after the Agreement is approved by the Fair Work Commission)	2020 increase will be effective from first full pay period after 1 July 2020[23]	Basis for increase
feet of the employees become wet, such employees will be paid not less than the allocated amount per hour extra. The allocated amount per hour will not be payable when protective clothing or boots are supplied. When an employee is instructed by the school or the school's authorised representative to work in the rain and by so doing gets wet clothing, the employee will be paid double rates for all time so worked with a minimum of one hour. Such payment will continue until such time as the employee finishes work or is able to change into dry clothing.	protective clothing or boots are not supplied			period to 30 September in the previous year.
Using own car allowance – Minor Maintenance employees Any employee who is required by direction of the school to travel from job to job on the same day and is requested by the school to use their own car to move between jobs and agrees to do so shall be paid the set amount per kilometre.	$0.77c per kilometre	Fixed at $0.78c per kilometre or the rate recoverable from the Australian Taxation Office, whichever is the higher	Fixed at $0.78c 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 – Positions of Added Responsibility

1. Coverage

(a) This schedule shall apply to all teachers appointed to Positions of Added Responsibility (**PAR**) up to but not including Deputy Principal and other Senior Administration roles in schools conducted by Employing Authorities which are party to this Agreement.

(b) 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.

(c) 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.

2. Existing Contractual Arrangements

(a) A person currently employed in a PAR 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 9(c) the employee will continue to be appointed for that longer period.

(b) A person employed with assured permanency in a PAR 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.

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 6 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.

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 PAR. In light of this, it is recommended that schools include key stakeholders in any consultative processes or structures relating to PAR's.

5. Definitions

(a) **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.

(b) **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.

(c) **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.

(d) **Secondary**: Secondary is defined as years 7-12.

(e) **Primary**: Primary is defined as years P-6.

(f) **Middle School**: In schools with a designated Middle School section or campus, the organisation of PARs shall be tailored to fit the philosophy and organization of those individual schools.

(g) **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.

6. Allocation of PAR Points

(a) 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)

(b) 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.

(c) 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 5(g).

(d) 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.

7. Remuneration and Release Time

(a) For the purpose of determining the appropriate release time for all PARs, ONE (1) PAR POINT is equivalent to:

45 ± 5 minutes per week (3.75% of 20 hours) in Release Time, consistent with lesson length.

(b) 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.

(c) PARs receive their teacher classification salary and appropriate allowance up to Proficient 6 as outlined in Schedule 2. All PARs who sit at Proficient 7 and above on the teacher classification scale are paid at a substantive salary in Schedule 2.

8. Classification

(a) 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	Total PAR Points	Release Time	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 2 of the Agreement

^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.

(b) 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 2 of the Agreement

(i) 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.

(c) 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:

(i) The number of students involved.

(ii) The number of year levels involved.

(iii) The number of teachers involved.

(iv) The approximate number of hours required per week to fulfil the role.

(d) 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 8(c)(i) to 8(c)(iv) above and also as follows:

(i) the number of weeks of the year the employee is required to work;

(ii) 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).

(e) 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 8(c). However, for the purpose of achieving equity, where these roles become similar in size to their secondary counterparts, the respective classification tables in clauses 8(a) and 8(b) should be used to determine minimum allowance and release time.

(f) 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.

(g) 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 8(a) and 8(b) may occur and shall be confirmed in writing and reviewed annually. Such an arrangement shall be reflected in the School Profile.

(h) 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.

(i) 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.

9. Selection and Appointment Procedures

(a) **Selection Procedure**

(i) The Principal shall have the responsibility for the appointment of teachers to Positions of Added Responsibility.

(ii) 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.

(iii) 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.

(iv) 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.

(b) **Letter of Appointment**

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

(A) Classification of the role (if pastoral or curricular), and

(B) Distribution of Allowance or Substantive Salary and Release Time points for the role.

(c) **Tenure**

(i) PAR appointments other than those covered by clauses 2 and 9(c)(iii) 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.

(ii) 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 9(c)(i) above.

(iii) 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 9(c)(i). 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.

(iv) Identifiable situations that may require a PAR appointment to be less than three (3) years include:

(A) A special project

(B) Special Government Grant/s

(C) Anticipated cessation of the PAR's corresponding department or section of the school.

(d) **Appointment of Acting Positions**

(i) 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.

(ii) 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.

(iii) Where appropriate the Principal may call for expressions of interest from current employees regarding the acting position.

10. Termination of Employment

(a) 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.

(b) A person whose position is terminated in accordance with this clause shall continue to be employed as a teacher under the terms and conditions of this Agreement.

(c) 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.

(d) 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.

(e) Notwithstanding clause 10(c) there may be circumstances where a school has insufficient qualified or experienced staff to make an internal appointment.

(f) In the event of unsatisfactory performance of a PAR employee, nothing contained in 10 of this Schedule prevents an employer from conducting a formal review for unsatisfactory performance and following the process set out in Annexure A of this Agreement.

(g) This clause shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty.

Schedule 5 – Highly Accomplished And Lead Teacher

1. Implementation

The terms of this Schedule shall apply from the date of approval of the Agreement.

2. Eligibility

(a) A teacher with full registration through QCT who has successfully completed certification for Highly Accomplished Teacher (**HAT**) or Lead Teacher status through a nationally recognised certifying authority will be eligible to receive HAT or Lead Teacher recognition under this Agreement (**Eligible Teacher**).

3. Remuneration

(a) An Eligible Teacher will receive the applicable HAT or Lead Teacher salary contained in Schedule 2 of this Agreement for as long as their certification remains current and the Eligible Teacher has more than five (5) years' full-time teaching experience.

(b) If the teacher's certification lapses or is revoked, the salary will revert to the relevant salary applicable to the teacher's level of experience under this Agreement.

4. Roles and Duties of Highly Accomplished and Lead Teachers

The role and duties of a teacher who obtains HAT or Lead Teacher certification will be identified and confirmed by consultation between the Principal and teacher provided they are consistent with the Australian Institute for Teaching and School Leadership standards (as amended or replaced from time to time).

5. Additional Duties

(a) Any additional duties required by the School will be negotiated with the teacher and are subject to the appropriate discounting of normal duties and the teacher's capacity consistent with the parameters of Schedule 6 and Schedule 7.

(b) Any additional duties will be distinct from PAR positions.

6. Positions of Added Responsibility and HAT/Lead Teachers

(a) Recognising that HALT is a distinct classroom-based career pathway a teacher will not be able to access both a PAR allowance and a HAT/Lead Teacher salary.

(b) Teachers occupying positions of PAR who are also accredited as HAT or Lead Teacher will be paid the remuneration at the higher of the PAR or HAT/Lead Teacher role, but not both.

7. Currency

(a) Teachers are responsible for providing original or certified copies of their documentation confirming their credentials to their school.

(b) Teachers must maintain the currency of their certification for the classification and payment to be continued. Where renewal is not confirmed, or if the certification is otherwise revoked by

the certifying authority, teachers will be paid on the Proficient scale in accordance with their teaching service.

Schedule 6 – Schools and Colleges Working Arrangements for Teachers

1. Introduction

The shared intention of the Lutheran schools, and of the employees in those 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 extracurricular 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 Professional Development

(a) 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.

(b) 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.

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 employees at the school level.

4.2 The School Week: Secondary

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

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

(b) Programmed Preparation and Correction Time:

(i) 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.

(ii) The primary and main function of such preparation and correction time identified in clause 4.2(b)(i) above shall be to undertake necessary preparation and correction to effectively carry out the role as a teacher.

(iii) 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 clause 4.2(b)(i) above in secondary schools be provided in minimum lesson length blocks of useable time.

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

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

(vi) 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.

(vii) 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 school.

(c) 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.

(d) Operating Parameters:

(i) 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 except for unused programmed teaching time which can be accrued over the school year and used consistent with clause 4.2(d)(ii).

(ii) A maximum of one accrued lesson can be used by the school in any given week.

(iii) Where a school principal intends to utilise clause 4.2(d)(ii), they will support effective use of preparation and correction time, including teacher collaboration, by providing affected teachers at the start of each new timetable with a priority ranking of their potential available lessons for use by the school. This priority ranking will use the scale:

(A) highly likely to be used by the school on a regular basis for supervision duty;

(B) possible use for supervision duty depending on operational demands;

(C) used for supervisions only in emergency and therefore regularly available for teacher planning and preparation.

(iv) Where the nature of a teacher's duties require aggregation beyond the length of the school's defined timetable cycle apart from circumstances consistent with clauses 4.2(d)(i) and 4.2(d)(ii), the principal shall negotiate, with the teacher, an averaging period and aggregation which is consistent with the provisions of clause 4.2.

4.3 The School Week: Primary/ Prep

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

(a) Programmed teaching 24 hours maximum out of the scheduled program for students, with a change to maximum teaching hours to 23.5 hours from 1 January 2022.

(b) Programmed Non-Contact Time:

(i) The Parties agree that release time for primary teachers shall be a minimum of two (2) hours per week, with a change to minimum release time hours to 2.5 hours from 1 January 2022.

(ii) The primary and main function of such preparation and correction time identified in clause 4.3(b)(i) 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, with a change to minimum release time hours to 2.5 hours from 1 January 2022.

(i) 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(b)(i) above in primary schools be provided in minimum 30 minute blocks of useable time.

(ii) Where difficulties arise at school due to employee student ratios, then local site variations to the above time line may be permitted by negotiation between parties to this Agreement.

(d) Other School Work – employee 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.

(e) Operating Parameters:

(i) 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 except for unused programmed teaching time which can be accrued over the school year and used consistent with clause 4.3(e)(ii).

(ii) A maximum of one accrued lesson can be used by the school in any given week.

(iii) Where a school principal intends to utilise clause 4.3(e)(ii), they will support effective use of preparation and correction time, including teacher collaboration, by providing affected teachers at the start of each new timetable with a priority ranking of their potential available lessons for use by the school. This priority ranking will use the scale:

(A) highly likely to be used by the school on a regular basis for supervision duty;

(B) possible use for supervision duty depending on operational demands;

(C) used for supervisions only in emergency and therefore regularly available for teacher planning and preparation.

(iv) Where the nature of a teacher's duties require aggregation beyond the length of the school's defined timetable cycle apart from circumstances consistent with clauses 4.3(e)(i) and 4.3(e)(ii) the principal shall negotiate, with the teacher, an averaging period and aggregation which is consistent with the provisions of clause 4.3.

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

(a) This clause applies to employees who are teachers.

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

(c) 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:

(i) all teachers receive a minimum continuous meal break of twenty (20) minutes per day; and

(ii) total period for meal breaks is no less than 150 minutes per teacher per week. This cannot be averaged over a longer period.

(d) 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 Schedule 6 and Schedule 7 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

(a) 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.

(b) The parties acknowledge that schools compensate teachers directed to attend school camps in a variety of ways.

(c) 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 cannot be reached, then the teacher will not be required to attend the camp.

(d) For the avoidance of doubt, this clause 4.9 does not apply to those employees who are covered under Schedule 13 (Conditions of Employment for Outdoor Education Employees).

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, personal/carer's 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 a Lutheran school or college at the cessation of the approved leave.

5.2 Part-time Provisions

(a) 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.

(b) The rate of payment for part-time teachers will be pro-rated at the same rate as a full-time employee in the same classification at Schedule 2. Part-time teachers employed in accordance with this provision shall accrue a pro-rata entitlement to personal/carer's leave and vacation periods based on the average weekly hours of employment.

(c) A part-time teacher in secondary schools and in secondary departments of primary schools shall be allowed time for corrections, assessments or evaluations at the school not less than at the rate of one hour for every five hours of teaching time. This time shall be paid at the appropriate part-time rate.

(d) 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.

(e) A part-time teacher shall be employed and paid for a minimum period of three (3) hours on any one day.

(f) 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.

(g) 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

(a) 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.

(b) 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.

(c) The rate of payment for casual teachers will be pro-rated at the same rate as a full time employee in the same classification at Schedule 2, with a casual loading of 25% added. No payment shall be made to casual teachers for public holidays, school vacation periods or days absent from duty because of illness or any other reason. Casual teachers will not accrue any entitlement to personal/carer's leave and annual leave.

(d) 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 (clause 8) 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 7 – Schools and Colleges Working Arrangements for Teachers: St Peters Lutheran College Site Variation

1. Introduction

The shared intention of the Lutheran schools, and the employees in the 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 extracurricular 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 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, principals will respect the right of teachers to choose, as far as is practicable, where and when this contribution is made.

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 Professional Development

(a) 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.

(b) 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.

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 employees at the school level.

4.2 The School Week: Secondary

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

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

(b) Programmed Preparation and Correction Time:

(i) 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;

(ii) The primary and main function of such preparation and correction time identified in 4.2(b)(i) 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(b)(i) above in secondary schools be provided in minimum lesson length blocks of useable time.

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

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

(v) 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.

(vi) 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 school.

(c) 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.

(d) Operating Parameters:

(i) 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 except for unused programmed teaching time which can be accrued over the school year and used consistent with clause 4.2(d)(ii).

(ii) A maximum of one accrued lesson can be used by the school in any given week.

(iii) Where the principal intends to utilise clause 4.2(d)(ii), they will support effective use of preparation and correction time, including teacher collaboration, by providing affected teachers at the start of each new timetable with a priority ranking of their potential available lessons for use by the school. This priority ranking will use the scale:

(A) highly likely to be used by the school on a regular basis for supervision duty;

(B) possible use for supervision duty depending on operational demands;

(C) used for supervisions only in emergency and therefore regularly available for teacher planning and preparation.

(iv) Where the nature of a teacher's duties require aggregation beyond the length of the school's defined timetable cycle apart from circumstances consistent with 4.2(d)(i) and 4.2(d)(ii), 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:

(a) Programmed Teaching – 24 hours maximum out of the scheduled program for students. With a change to maximum teaching hours to 23.5 hours from 1 January 2022.

(b) Programmed Non-Contact Time:

(i) The parties agree that release time for primary teachers shall be a minimum of two (2) hours per week. With a change to minimum release time hours to 2.5 hours from 1 January 2022.

(ii) The primary and main function of such preparation and correction time identified in 4.3(b)(i) 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. With a change to minimum release time hours to 2.5 hours from 1 January 2022.

(i) 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(b)(i) above in primary school be provided in minimum 30 minute blocks of useable time.

(ii) Where difficulties arise at school due to employee student ratios, then local site variations to the above time line may be permitted by negotiation between parties to this Agreement.

(d) Other School Work – employee 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.

(e) Operating Parameters:

(i) 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 except for unused programmed teaching time which can be accrued over the school year and used consistent with clause 4.3(e)(ii).

(ii) A maximum of one accrued lesson can be used by the school in any given week.

(iii) Where the principal intends to utilise clause 4.3(e)(ii), they will support effective use of preparation and correction time, including teacher collaboration, by providing affected teachers at the start of each new timetable with a priority ranking of their potential available lessons for use by the school. This priority ranking will use the scale:

(A) highly likely to be used by the school on a regular basis for supervision duty;

(B) possible use for supervision duty depending on operational demands;

(C) used for supervisions only in emergency and therefore regularly available for teacher planning and preparation.

(iv) Where the nature of a teacher's duties require aggregation beyond the length of the school's defined timetable cycle apart from circumstances consistent with clauses 4.3(e)(i) and 4.3(e)(ii), the principal shall negotiate with the teacher, an averaging period and aggregation which is consistent with the provisions of clause 4.3.

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

(a) This clause applies to employees who are teachers.

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

(c) 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:

(i) all teachers receive a minimum continuous meal break of twenty (20) minutes per day; and

(ii) total period for meal breaks is no less than 150 minutes per teacher per week. This cannot be averaged over a longer period.

(d) 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 Schedule 6 and Schedule 7 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(b) having given consideration to resource standards in the industry.

4.9 Occasional Functions

(a) 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.

(b) In addition to the total programmed work defined 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 Lutheran College, this shall be limited to:

(i) up to a maximum of 12 hours for attendance at parent/teacher interviews, in recognition and acknowledgement of the importance of such meetings; and

(ii) up to a maximum of 6 hours for attendance at:

(A) Presentation night; and/or

(B) other school functions.

4.10 Camps

(a) 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.

(b) The parties acknowledge that schools compensate teachers directed to attend school camps in a variety of ways.

(c) 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 cannot be reached, then the teacher will not be required to attend the camp.

(d) For the avoidance of doubt, this clause 4.10 does not apply to those employees who are covered under Schedule 13 (Conditions of Employment for Outdoor Education Employees).

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 a Lutheran school or college at the cessation of the approved leave.

5.2 Part-time Provisions

(a) 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.

(b) The rate of payment for part-time teachers will be pro-rated at the same rate as a full-time employee in the same classification at Schedule 2. 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.

(c) A part-time teacher in secondary schools and in secondary departments of primary schools shall be allowed time for corrections, assessments or evaluations at the school not less than at the rate of one hour for every five hours of teaching time. This time shall be paid at the appropriate part-time rate.

(d) 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.

(e) 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.

(f) 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

(a) 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.

(b) 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.

(c) The rate of payment for casual teachers will be pro-rated at the same rate as a full-time employee in the same classification at Schedule 2 with a casual loading of 25% added. No payment shall be made to casual teachers for statutory holidays, school vacation periods or

days absent from duty because of illness or any other reason. Casual teachers will not accrue any entitlement to personal/carer's leave and annual leave.

(d) 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

(a) Preamble

(i) 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.

(ii) 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 Lutheran Ethos Statement which underpins this Agreement.

(b) Members of the working party will be:

(i) The Head of College – St Peters Lutheran College;

(ii) Two Deputies – St Peters Lutheran College;

(iii) One additional member appointed by Head of College;

(iv) Junior school teacher;

(v) Middle school teacher;

(vi) Senior school teacher;

(vii) 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)

(c) Meeting of the Joint Working Party may occur outside school hours.

(d) 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 (clause 8) 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 8 – School Officers

1. Overtime

School officers are entitled to overtime as set out in this clause below.

1.1 Definition of overtime

Overtime is any authorised work performed outside of or in excess of the ordinary or rostered hours.

1.2 Overtime rates

(a) Where an employee works overtime the school must pay the employee overtime rates as follows:

For overtime worked on:	Overtime rate %
Monday to Saturday – first 3 hours	150
Monday to Saturday – after 3 hours	200
Sunday	200
Public holidays	250

(b) Overtime will be calculated daily.

1.3 Reasonable additional hours-part-time employees

(a) A school may require a part-time employee to work reasonable additional hours in accordance with this clause.

(b) The employee will be paid for all additional hours at the applicable casual hourly rate for all hours worked that:

(i) fall within the applicable daily spread of hours;

(ii) do not result in the employee working more than 8 hours on that day; and

(iii) do not result in an employee:

(A) working more than the allowed maximum weekly ordinary hours;

(B) working more than the allowed maximum weekly ordinary hours during the averaging period, where the employee's hours are averaged.

(c) The employee will be paid for all additional hours at the applicable overtime rate in clause 1.2 for all hours worked that:

(i) are outside the applicable daily spread of hours in clause 4 of this Agreement; and

(ii) result in the employee working more than eight (8) hours on that day, or

(iii) result in an employee whose hours are averaged, to work more than the allowed maximum weekly ordinary hours during the averaging period.

(d) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two (2) hours will not apply.

(e) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements.

1.4 Time off instead of payment for overtime

(a) An employee and school may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under this clause.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the school and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the school must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned must be made in the next pay period following the request.

(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

(e) Time off must be taken:

(i) within the period of six (6) months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and school.

(f) If the employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, the school must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of six (6) months mentioned in, the school must pay the employee for the overtime, in the next pay period following those six (6) months, at the overtime rate applicable to the overtime when worked.

(h) The school must keep a copy of any agreement under this clause as an employee record.

(i) A school must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Fair Work Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the school and the employee, instead of being paid for overtime worked by the employee. If the school agrees to the request then this clause will apply, including the requirement for separate written agreements above for overtime that has been worked.

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which this clause applies has not been taken, the school must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

1.5 Make-up time

An employee may elect, with the consent of the school, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

1.6 Penalty and overtime rates

The penalty and overtime rates in this Agreement are not cumulative. Where an employee is entitled to more than one rate, the employee will be entitled to the highest single rate.

2. Breaks – School Officers

School Officers are entitled to breaks as set out in this clause.

2.1 Meal break

Schools will provide an unpaid meal break of not less than thirty (30) consecutive minutes to an employee who is engaged or rostered to work for more than five (5) hours on a day. Such meal break will start no later than five (5) hours after the employee commenced work on that day.

2.2 Rest break

(a) An employee is entitled to a rest break of 10 minutes for each period of three (3) hours worked, with a maximum of two (2) rest breaks per shift.

(b) Where the employee has an entitlement to two (2) rest breaks, in place of the two 10 minute rest breaks:

(i) the employer and the employee may agree to one rest break of 20 minutes; or

(ii) the employer may require one rest break of 20 minutes, where the employee is engaged in classroom support services.

(c) A rest break:

(i) will be counted as time worked;

(ii) will be taken at a time suitable to the employer; and

(iii) will not be taken adjacent to a meal break, unless the employee and the employer agree.

2.3 Breaks between periods of duty

(a) Length of the rest period

An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

(b) Where the employee does not get a 10 hour rest:

(i) The following conditions apply to an employee, who on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 16.3(a):

(A) the employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken; or

(B) the employee is entitled to be paid 200% of the minimum hourly rate until released from duty.

(c) The entitlements in clauses Schedule 82.3(a) and Schedule 82.3(b) do not apply to:

(i) a boarding supervision services employee, where the periods of duty are concurrent with a sleepover;

(ii) an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises at no cost to the employee;

(iii) an employee who is attending a school camp or excursion; or

(iv) an employee working a broken shift.

3. Reclassification process for school officers

Reclassification arising out of Schedule 8 shall be dealt with under clause 5.23 of this Agreement.

4. Classification process

4.1 Classification levels

The classification levels for School Officers are to be reviewed as set out below, until that time the classification process in 5.24(a) will apply.

4.2 Characteristics and Qualifications

(a) Competency of Employee

(b) Supervision of Employees Work

(c) Supervision of Others

5. Matrix of typical skills and duties

(a) Employee Assisting Student Learning

(b) Laboratory Employees

(c) Administration Employees

(d) Information Services and Resource Employees

(e) Computer / ICT Employees

6. Joint Working Party

6.1 Title

The name of the Working Party shall be School Officer Classification Joint Working Party (**JWP**).

6.2 Background

(a) School Officer classifications in Lutheran schools have been regulated by industrial provisions that were introduced in 1995 with some expansion of categories and 'refinements' in the basic structure since then.

(b) The classification structure reflects the mode of classification based on the 'trades rate' in vogue at the time of its establishment.

(c) The classification provisions were established using a pre-existing Clerical and Administration common rule award.

(d) Categories of employees beyond the clerical and administrative were incorporated with descriptors adapted to classroom teaching aides, technical staff, library and reached an apogee with the structure being used for professionally qualified and professionally regulation roles such as school counsellors.

(e) The parties agree that the current classification structure should be reviewed so that:

  (i) relevant positions can be classified in a way that is better understood by employers and employees; and

  (ii) it is fit for purpose for contemporary roles in schools.

6.3 Terms of Reference

(a) The purpose of the Joint Working Party is to:

  (i) review the current School Officer classification structure and associated operations and identify its key characteristics and its strengths and deficiencies in serving employers and employees;

  (ii) identify and analyse strengths and deficiencies of alternative classification structures and associated operations;

(iii) map classifications against other appropriate industries as well as other sectors of school education in Queensland;

(iv) make recommendations on a fit for purpose classification structure for school officers; and

(v) make recommendations on transitional arrangements, including management of any impact on existing appointments.

(b) The recommendations shall take account of contemporary best practice, developments in classification structures and the emerging context of school officer employment in schools.

(c) The content and structure of the report while containing clear recommendations could also include background and context framing the recommendations.

6.4 Timeframe

(a) The JWP shall convene initially no later than July 2021 with a final report and recommendation by 30 November 2021.

(b) Where the parties agree, the agreement may be varied consistent with the Fair Work Act 2009.

6.5 Membership

(a) The JWP shall be comprised of:

(i) Employee representatives from the various working groups covered by the School Officer schedule including:

(A) a school officer assisting student learning;

(B) a school officer from the administration stream;

(C) a representative from the professional / information services stream; and

(D) a representative from the technical stream;

(ii) not more than eight (8) representatives excluding industrial advisors;

(iii) equal numbers of representatives of both employers and employees;

(iv) employee representatives shall be determined by IEUA-QNT; and

(v) a chairperson agreed by employer or employee representatives.

(b) The chairperson shall be nominated by employer and employee representatives. If a chairperson cannot be agreed, it may be that the chairperson alternates from one meeting to the next.

(c) A quorum of members must be present before a meeting can proceed. At least two (2) employee representative and two (2) employer representatives must be present for the meeting to proceed.

(d) A proxy may be nominated by a member of the JWP, with notice provided to the Chairperson at least 48 hours prior to the meeting date, where practicable.

(e) Internal or external persons, with the agreement of the JWP, may be invited to attend the meetings by the Chairperson to provide advice and assistance where necessary.

(f) The JWP is not authorised to make decisions but to review and make recommendations. The recommendations may be reported by consensus; however, minority or separate reports may be made.

(g) Consistent with the Terms of Reference where necessary, travel and accommodation costs associated for employee representatives will be met by the IEUA-QNT with release time provided by the employer.

6.6 Vacant Positions

Any vacant positions may be filled by the nominating group once the vacancy is known.

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,	

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
					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 Provide guidance to other employees at a lower level	Limited responsibility for the work of others may be involved Team co-ordination may be required	The work of others may be supervised Teams may be guided or facilitated.	The work of others may be supervised Teams may be guided or facilitated.	Responsibility and accountability is exercised within defined parameters, either for the supervision and monitoring of the work of employees of a lower	May be required to provide active supervision of and be responsible for other employees

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
	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. Training of subordinate employees may be required.	Responsibility for the planning and management of the work of others may be involved Supervision and training of lower level positions may or may not be involved.	level or for a defined work function	

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 school 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 school 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 school or knowledge, qualifications and experience that are determined by the school 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 school, to reflect higher levels of professional outcomes.

Matrix of Typical Duties/Skills as follows: Employee Assisting Student Learning

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Assist developmentally appropriate student learning, either individually or in groups, under the direct supervision of an academic employee where discretion and judgement are involved in some cases. Under direct supervision of a higher level officer or members of the academic employees prepare and clear away materials for display/use in classrooms or libraries.	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 employee(s)) the learning needs of students. Within routines, methods and procedures carry out liaison between the school, the student and the student's family where	Assist developmentally appropriate student learning, either individually or in groups, under the general supervision of an academic employee(s). Employees at this level are required to exercise discretion and judgement to modify education programmes to meet the learning needs of specific students. Carry out liaison between the school, the student and the	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	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 employees to assist student learning; or providing pastoral ministry; or providing counselling and/or guidance support for students.	Undertake more complex professional activities involving the selection and application, based on professional judgement, of new and existing techniques and methodologies requiring the exercise of professional independence combined with competence derived from extensive experience and/or additional study. Undertake supervisory responsibilities which may

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Perform within well-established routines tasks associated with the mass production of printed material including collating, stapling, binding, folding, cutting, etc. Under direct and /or routine supervision, perform tasks of limited complexity, associated with classroom learning experiences, such as assisting teachers in preparing, implementing and supervising learning programs. Support students in relation to their physical needs.	some discretion and judgement are involved. Support students in relation to their physical needs where some discretion and judgement are involved.	student's family where discretion and judgement are required in relation to planning, actions and achieving outcomes. Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students.	learning environment) under the general supervision of an academic employee(s); providing pastoral ministry and support for students. Under broad guidance, supervise the operations of the school's processes and activities in relation to overseas students. This may include enrolment; family liaison; and placement.	Provide professional advice to employees and students in the officer's area of expertise or qualification.	include on the job training, employee assessment and performance counselling in relation to employees in lower level positions. Operate and be accountable for the quality of output of a section or function within the school.

Laboratory Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Provide science program assistance where discretion and judgement are involved in some cases. Maintain science equipment, materials and specimens not requiring a depth of knowledge or technical skills. Under the direct supervision of an academic employee(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 Assist in the demonstration of experiments and scientific equipment under the direct supervision of an academic employees staff employee(s).	Provide science program assistance where some discretion and judgement are involved. Assist in the design/demonstration of experiments under supervision of an academic employee (s) where some discretion and judgement are involved. Under direction, prepare, maintain, organize, set-up and dismantle equipment and materials for routine experiments or student projects and dispose of waste materials. Peer assistance and/or guidance may be provided for other assistants in a laboratory. Under direction and within existing routines, methods and procedures, prepare, maintain and dispense	Responsibility for and/or training of subordinate employees in limited areas may be required. Design and demonstrate experiments, within a variety of routines and procedures, under the supervision of an academic employees(s) where discretion and judgement are required. 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.	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 school 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	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 employees 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	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. 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

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
	stock solutions, simple chemical mixtures and compounds, cultures or similar materials.			used and standards to be observed. Provide professional advice to employees 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.	of professional employees and employees in lower level positions. 7.2.3 Manage the allocation and monitoring of resources in the laboratory. 7.2.4 Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed. 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.

Administration Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Use keyboard skills to produce a document from written text using a standard format. Receive and deal with enquiries within well-established routines, including the provision of general information and assistance to the public,	Carry out a wide range of secretarial and clerical duties at an advanced level, including shorthand, typing, word processing and maintaining manual and computerized records. Respond to enquiries from employees, students, parents and the general public and address	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	Provide executive support to senior management and associated committees concerning designated aspects of school management. Direct and supervise the work of administrative/clerical and/or other employees.	Operate and be responsible for an autonomous section and all its operations. Provide professional advice to employees and students in the officer's area of expertise. Monitor and analyse regular management information,	Supervise employees including implementation and participation in induction, training, review, counselling and appraisal. Manage the work of administrative officers and other employees, assigning and outlining the work,

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
parents, students and other employees. Perform a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records.	issues in accordance with routines, methods and procedures. Enter financial data into computer and prepare financial and management reports for review and authorization by senior management.	and/or maintaining working filing systems. Within a variety of routines, methods and procedures apply inventory and purchasing control procedures, prepare monthly summaries of debtors and creditors ledger transactions and reconcile these. Apply knowledge of advanced functions of computer software packages and to manage data i.e.. modify fields of information, develop new databases or spreadsheet models; or graph previously prepared spreadsheets.	Under broad guidance, supervise the operations of the school's office and other administrative activities, in the areas of enrolment, equipment and statistical staffing returns. Under broad guidance, supervise the operations of the school's processes and activities in relation to overseas students. This may include: enrolment; family liaison; and placement.	such as staffing and financial resource usage; ensure that associated information systems are maintained and that regular reports are provided to management.	advising on administrative problems, and revising work for accuracy and adequacy. Identify policies and procedures requiring review or re- development, and define relevant issues.
Operate within well-established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc. Under the direct supervision of the principal or nominee, contact parents, students and/or others in relation to school attendance and related matters. Under the direct supervision of the principal or nominee assist with the arrangement of group meetings, morning teas, meetings of parents and external parties, parent/teacher nights etc. Carry out minor cash transactions including receipting, balancing and banking.	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	From verbal or rough handwritten instructions; answer non-standard executive correspondence, prepare papers, briefing notes, or other written material. 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 entitlements. Within a variety of routines, methods and procedures provide significant assistance in the preparation of: financial information to trial balance; budgets; cash flow records; balance sheets; trading accounts; cash management analysis; FBT and entity disclosure requirements.	Prepare the accounts of the school to operating statement stage and assist in the formulation of period and year-end entries. Provide advice requiring knowledge of policies and / or the interpretation of rules or regulations within their area of operation. Assist in developing policy and procedures relating to their work area and identifying future trends. Under broad guidance supervise the administration of specialized salary and payroll requirements, which may include: eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers' compensation claims. Prepare for senior management financial reports	Provide financial, policy, or planning advice which may include providing reports, statistical surveys and advice on regulations and procedures. Monitor expenditure against a budget at a school level, draft financial forecasts / budgets at organizational level and / or prepare complex financial reports. Administer programs with a range of tasks such as advice on financial implications, interpretation of information, assistance and advice concerning complex issues. Prepare correspondence which is complex, original and which initiates or responds to new cases or situations.	Provide written reports to the school executive on complex matters, suggesting alternative courses of action and analyzing the implications of each alternative. Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of employees or clients. Be substantively involved in the construction of annual and forward planning school budgets Manage the operations of a discrete organizational area, program or administrative function.

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
		NOTE An employee is not required to perform all duties listed to satisfy this skill descriptor. Train employees classified at lower levels by means of personal instruction and demonstration. Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students.	relating to the employee's area of responsibility.		
Monitor and maintain stock levels of stationery/materials for office/department within established parameters including reordering. 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. 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. Perform, within well-established routines, tasks associated with the mass production of printed material including collating, stapling, binding, folding, cutting, etc.	Assist in the preparation of internal and external publications. Assist in the enrolment function including handling initial enquiries and arranging interviews. Under supervision, prepare Government and Statutory Authority returns for authorization by senior management. Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets. Under direction and within routines, methods and procedures: draft agenda for meetings; assemble supporting documents for informal meetings; take and produce minutes. Draft and type routine correspondence from brief oral or written instructions. Respond to requests for information including drafting routine correspondence in reply.		Apply a knowledge of relevant industrial awards and agreements and occupational health and safety requirements. Provide general advice to employees in these areas. Original writing of promotional and advertising material. Coordination of, and participation in, marketing activities. Design of promotional and marketing plans. Responsibility for liaison with media.	Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary. Direct and support employees reporting to the position in policies to be followed, methods to be used and standards to be observed. Advise and assist in the preparation of the school budget. Provide executive support to principals and senior management. 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	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. 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. Prepare papers, investigate and present information with recommendations for

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
				of the organizational work areas. Supervise employees including participation in induction, training, review, counselling and appraisal and providing feedback on performance.	decision by senior officers.
	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. 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. Make and record appointments on behalf of another and, where necessary, resolve involved appointment scheduling problems. Make travel and accommodation bookings in line with a given itinerary. 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.			Develop systems and procedures for implementation in accordance with school policy. Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of employees or clients. Original writing of promotional and advertising material requiring significant discretion and judgement concerning content and design. Management of, and participation in, marketing activities. Design of promotional and marketing plans requiring initiative in the application of professional practices. Responsibility for representing the school in the media.	

Information Services and Resource Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Process basic transactions such as issues and returns, produce overdue lists, entry of orders in a computerised system, perform stock takes, entering of accession information into computer. Operate and demonstrate the use of audio-visual equipment where there is limited complexity. Maintain a booking system for equipment use and for the organisation of repairs and replacement of equipment. Within well-established routines, methods and procedures, record audio/video programs and maintain a catalogue system of such recordings. Perform a range of general duties at a basic level, for example, minor book repairs, photocopying and shelving. Receive and deal with initial requests for information from library clients. Under the direct supervision of an academic employee(s), assist in the demonstration of routine library operations and procedures. Under the direct supervision of an academic employee(s), assist in the supervision of students in the library. Under direct supervision of a higher level officer or members	Search and verify bibliographical data where some discretion and judgement are involved. Copy catalogue books, magazines, journals and recorded material where some discretion and judgement are involved. Maintain circulation systems where some discretion and judgement are involved. Respond to enquiries from employees, students, parents and the general public and address issues in accordance with routines, methods and procedures. Assist in the demonstration of complex audio visual or computer equipment under supervision of academic employee(s) where some discretion and judgement are involved.	Responsibility for and/or training of subordinate employees in limited areas may be required Within a variety of routines and procedures and with a depth of knowledge in some areas: demonstrate to employees and students the use of complex audio visual or computer equipment; or monitor performance of and carry out repairs to specialised equipment.	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 school 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 employee(s).	Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. Operate (at a level consistent with the qualifications required) a library/resource centre. This may (or may not) include responsibility for the supervision, monitoring and training of employees in lower level positions. Administer the allocation and monitoring of resources in the library/resource centre. Support employees reporting to the position in policies to be followed, methods to be used and standards to be observed. Provide professional advice to employees 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.	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. 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 employees and employees in lower level positions. Manage the allocation and monitoring of resources in the library/resource centre. Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed. 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.

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
of the academic employees prepare and clear away materials for display/use in classrooms or libraries.)					

Computer/ICT Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Use keyboard skills to produce a document from written text using a standard format. Operate within well-established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc.	Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets.	Within a variety of routines, methods and procedures, maintain the hardware and software components of a computer network and provide user support. Responsibility for and/or training of subordinate employees in limited areas may be required.	Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the school as necessary to successfully carry out the duties of the position. This may include: Assisting with systems analysis and design in relation to the development and maintenance of computer systems; and assisting with application programming (e.g. modification of package systems; and investigation of malfunctions in operational programs).	Operate and be responsible for the computing section of the school and all its operations. Perform non-routine professional tasks governed by procedures or guidelines. Within such constraints the employee is responsible for the independent performance of such functions. Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of employees or management in the computing area. Be responsible for the development of software, hardware or applications systems based on the use of current computer techniques. Be responsible for the development of computer systems, and recommend changes and improvements in systems where appropriate. Undertake maintenance programming tasks, including investigation and design requirements necessary to implement changes to existing systems.	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 employees reporting to the position. Research and examine likely long-term requirements for computer systems, suggest alternative plans and strategies and report on their feasibility. Consult with departmental computer users to understand and meet the needs of the department and resolve problems concerning systems. Investigate and design the implementation of computer systems to meet specific needs of work areas. Carry out a range of complex and varied tasks requiring the selection and application of new and existing techniques and methodologies necessary to support and develop systems software or other support processes. Develop and present appropriate computer training courses.

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
				Provide advice to the senior executive of the school on the operations/future directions of the section by utilising acquired knowledge and experience. Carry out a range of tasks necessary to support and develop systems software or other support processes	

Schedule 9 – 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 school 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) A full-time teacher may apply to the school for his or her position to be considered for job-share.

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

(i) whether job-sharing the position is appropriate for:

(A) the school;

(B) the position concerned;

(C) the particular class level and educational needs of the students;

(c) how many positions might be affected;

(i) what process will be used to determine the teachers who will job share and under what arrangements the teachers will work, including:

(A) the days worked by each teacher;

(B) the communication process between the teacher and the relevant supervisor/s, and between the teachers themselves;

(C) division of planning and non-contact time;

(D) the expectations placed upon teachers in relation to participation in excursions and co-curricular activities where relevant;

(E) participation in parent teacher interviews,

(F) participation in playground and bus supervision;

(G) participation in assessment and reporting;

(H) attendance at staff meetings and other meetings;

(I) participation in professional development;

(J) any matters considered relevant by the principal; and

(K) 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 clause 2.1, and also identifies the following:

(a) the position concerned and the continuing status of that position;

(b) the fixed nature of the arrangement;

(c) the fixed term status of any replacement employee if applicable; and

(d) 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 clause 2.1.

3. Arrangements for School Officers and Positions Other Than Teaching (Non-Teaching)

3.1 Application

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

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

(i) whether job-sharing the position is appropriate for:

(A) the school;

(B) the position concerned;

(ii) how many positions might be affected;

(iii) what process will be used to determine the employees who will job share and under what arrangements the employees will work, including:

(A) the days worked by each employee;

(B) the communication process between the employees and the relevant supervisor/s, and between the employees themselves;

(C) attendance at staff meetings and other meetings;

(D) participation in professional development; and

(E) 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 clause 3.1, and also identifies the following:

(a) the position concerned and the continuing status of that position;

(b) the fixed nature of the arrangement;

(c) the fixed term status of any replacement employee if applicable; and

(d) 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 clause 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 2, based on the percentage division of the work.

4.4 Entitlements

(a) All entitlements to annual leave (where applicable), annual leave loading (where applicable), personal/carer's leave, long service leave, public holidays, superannuation and benefits provided under this Agreement are provided on a pro-rata basis.

(b) 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.

(c) 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

(d) 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

(a) 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 school as requiring attendance by all employees.

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

Schedule 10 – Conditions of Employment for Kitchen Employees, Bus Drivers, Grounds Employees, Laundry Employees, Tuckshop Employees, Caretakers, Cleaners & Minor Maintenance Employees

1. DEFINITIONS

(a) Full Time Employee is employed for 38 hours per week for a full year.

(b) Term Time Employee is:

(i) A full time term time employee is employed for 38 hours per week during school term.

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

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

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

2. 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.

3. HOURS AND BREAKS

(a) 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 school 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.

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

(c) An employee is entitled to a rest break of 10 minutes for each period of 3 hours worked, with a maximum of 2 rest breaks per shift.

(d) Where the employee has an entitlement to 2 rest breaks, in place of the two 10 minute rest breaks:

(i) the employer and the employee may agree to one rest break of 20 minutes; or

(ii) the employer may require one rest break of 20 minutes, where the employee is engaged in classroom support services.

(e) A rest break:

(i) will be counted as time worked;

(ii) will be taken at a time suitable to the employer; and

(iii) will not be taken adjacent to a meal break, unless the employee and the employer agree.

(f) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

(g) The following conditions apply to an employee, who on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty:

(iv) the employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken; or

(v) the employee is entitled to be paid 200% of the minimum hourly rate until released from duty.

(h) However the entitlements above do not apply to:

(i) an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises at no cost to the employee;

(ii) an employee who is attending a school camp or excursion; or

(iii) an employee working a broken shift.

4. WAGE RATES AND PAYMENT

(a) Wage rates are set out in Schedule 2 and work related and non-work related allowances are set out in Schedule 3 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.

(b) 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 2. Such loading shall be in lieu of all leave entitlements applicable.

(c) 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.

(d) 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.

5. HOLIDAYS

(a) Full time employees shall be entitled to annual leave in accordance with Fair Work Act requirements 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.

(b) 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.

(c) 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.

(d) 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.

6. PERSONAL/CARER'S LEAVE

Personal/carer's leave is in accordance with the Fair Work Act. Personal/carer's leave days are cumulative while employed continuously in Queensland Lutheran schools.

7. OVERTIME & PENALTY RATES

(a) 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.

(b) Notwithstanding clause 7(a) 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.

(c) 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, except for time on Sunday which will be paid at double time for all hours worked.

(d) Where ordinary hours are worked on a Saturday or Sunday:

(i) employees engaged in cooking and catering roles will be paid:

(A) 125% of the minimum hourly rate for ordinary hours worked on a Saturday;

(B) 175% of the minimum hourly rate for ordinary hours worked on a Sunday;

(ii) employees engaged in other roles under this schedule will be paid:

(A) 150% of the minimum hourly rate for ordinary hours worked on a Saturday;

(B) 200% of the minimum hourly rate for ordinary hours worked on a Sunday.

(e) The penalty and overtime rates in this clause are not cumulative. Where an employee is entitled to more than one rate, the employee will be entitled to the highest single rate.

8. TIME WORKED ON PUBLIC HOLIDAYS

(a) 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.

(b) 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.

(c) Where there is agreement between the school 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.

9. 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.

10. ALLOWANCES

10.1 Broken Shift

(a) 'Broken Shift' means a shift which is broken into two or more periods (excluding rest pauses and meal breaks) where the unpaid break in between such periods is greater than one hour.

(b) All employees (except cleaners) working a broken shift will be paid up to the amount in Schedule 3 for each such day.

(c) A cleaner working such a broken shift is entitled to a payment of the amount set out in Schedule 3 per shift for each broken shift so worked.

10.2 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.

10.3 Uniform/protective clothing allowance

(a) If the school requires an employee to where a uniform, the school shall supply free of charge, a uniform of a type or design considered most suitable, or in lieu of this, the allowance as set out at Schedule 3 per annum shall be paid on a pro rata basis each pay day.

(b) Where uniforms are not laundered at the school's expense an allowance is payable at the rate specified at Schedule 3.

(c) The uniform and laundry allowance shall only be payable where the school requires a uniform of a specific type to be worn but does not provide such uniform or complete the laundering of uniforms.

10.4 Other Allowances

(a) Other allowances may apply from time to time as set out in Schedule 3, including:

(iv) Caretaker's accommodation;

(v) in relation to meals and meal breaks;

(vi) wet work;

(vii) using own vehicle.

11. ROSTERED DAYS OFF

(a) Where the arrangement of ordinary hours of work provides for a rostered day off all employees will be given a fair spread of rostered days off, from Monday to Friday.

(b) An employee must be advised by the employer at least 7 days in advance of an entitlement to a rostered day off.

(c) In the event that an employee is rostered off duty on a day which coincides with pay day, the employee will be paid not later than the working day immediately following pay day.

(d) All time worked on an employee's rostered day off is to be paid for at the appropriate overtime rate (150% for the first 3 hours, double time thereafter) with a minimum payment as for 2 hours' work provided that by mutual agreement the school and the employee may agree to substitute another day in lieu of the rostered day off, in which case the day that had been rostered off will be regarded as an ordinary working day.

(e) Where a rostered day off falls on a public holiday, the employee and the school will agree to an alternative day off in lieu thereof.

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

12. EMPLOYEE CATEGORIES

12.1 PART 2 – Employee Categories Not Included:

(a) Nurses

(b) Guidance Counsellors

(c) Building Workers - Construction Industry

(d) Uniform Shop/Bookshop Assistants

12.2 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
	-	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 employees
	-	Bus Driver of up to 25 capacity bus.
2(a)	-	Bus Driver of over 25 capacity bus.
1	-	Qualified Greenkeeper
	-	Qualified Cooks
	-	Supervisor of Level 2 Staff
	-	Supervisor of in excess of 5 employees
	-	Qualified Tradesperson
1	-	Advanced Tradesperson
	-	Tradesperson supervising other employees
	-	Supervisor of Level 3 Staff

Schedule 11 – Conditions of Employment for Nurses

1. Coverage

(a) This Schedule sets out specific conditions applicable to Nurses engaged in Schools and Outdoor Education Centres.

(b) To the extent of inconsistency between entitlements set out below and entitlements elsewhere in the Agreement, this Schedule applies.

2. Total experience to count

(a) For the purpose of determining the rate of wages payable by reference to the year of service or pay point of any employee, an employee shall be given credit for all previous continuous nursing service.

(b) Previous nursing service shall include time spent in obtaining additional nursing certificates other than the General Nursing Certificate. A part-time or Casual Employee shall be required to complete the equivalent of a full working year (1,976 hours) from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment. A person who has completed 1,976 hours of duty, or has received payment for 1,976 hours, including annual, sick, bereavement and other paid leave, shall be deemed to have completed a full year.

(c) In calculating continuous nursing service for the purpose of this clause, any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over three (3) years from nursing duties covered by a relevant nursing award or relevant nursing agreement shall not be taken into account.

(d) On termination of employment each employee shall be given a certificate signed and dated by the school setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in pay point, and in the instance of part-time and casual employees, the total hours worked.

(e) The onus of proof of previous experience shall be on the employee.

(f) An employee unable to provide proof of previous experience within four weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the school or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within four (4) weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the school and only then will the higher rate become payable from the date supplied.

(g) Subject to proof of previous experience being provided within 4 weeks, the school will adjust previous payments back to the date of commencement.

(h) The employee may seek the assistance of the Union to obtain or establish such proof of previous experience still outstanding.

3. Reclassification Process

(a) 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.

(b) The employee nurse shall make any such Request for Reclassification, in writing, to the principal.

(c) The principal shall consider the Request for Reclassification and notify the employee nurse in writing of the decision regarding the employee nurse's request.

(d) 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.

(e) Where the principal receives a Review of Classification application, the principal shall advise LEQ in writing that an application has been received.

(f) 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 and Midwifery Union.

(g) 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.

(h) If an agreed outcome cannot 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 8 of this Agreement.

4. Allowances

4.1 Meal Allowance and Overtime Meal Allowance

(a) 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 school.

(b) A nurse who is called upon to continue work after the usual ceasing time shall be supplied with a reasonable meal at the school's expense or be paid the amount specified in Schedule 3 in lieu, after more than 2 hours or after more than one hour if overtime continues beyond 6.00 p.m. in addition to overtime payment for the time worked.

4.2 Board and Lodging

(b) A board and lodging allowance will be paid to nurses in accordance with Schedule 3 where they are required to reside within school supplied accommodation for part or all of a week.

(c) If reasonable accommodation (including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee) is not provided to a nurse who is required to reside in school supplied accommodation, the employee will be entitled to:

(i) $50.40 per sleepover, where the nurse has duty of care requirements and the nurse has been on-call for emergencies. This amount is not cumulative with the amount set out in clause 4.2(b). If both clauses 4.2(b) and 4.2(c) apply, the nurse will receive only one amount – whichever is higher for the given week;

(ii) 150% of the minimum hourly rate for the time worked with a minimum payment as for 30 minutes; where the employee is required by the school to perform work during a sleepover. Such time will not be taken into account for the purposes of determining ordinary hours of work

(b) If a nurse is paid the amounts set out in this clause, they are not entitled to the amounts set out in clause 7.1.

4.3 On-Call Allowance

(a) The following provisions apply to nurses who are rostered to be on-call at their private residence, or at any other mutually agreed place, other than the school's premises.

(b) A nurse who is rostered to be on-call shall receive an additional amount as set out at Schedule 3 for the following:

(i) each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;

(ii) each 24 hour period or part thereof when the on-call period is on a Saturday;

(iii) each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

(c) Payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

(d) A nurse who is required to remain on the school's premises will be provided with board and lodging is paid the amounts specified in Schedule 3 in addition to those set out at clause 4.3(b):

(i) each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;

(ii) each 24 hour period or part thereof when the on-call period is on a Saturday;

(iii) each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

(e) Payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

(f) This clause shall not apply to employees who have negotiated an annualised salary arrangement with the school.

4.4 Laundry and Uniform Allowances

(a) The school shall supply free of charge, a uniform of a type or design considered most suitable, or in lieu of this, the allowance as set out at Schedule 3 per annum shall be paid on a pro rata basis each pay day.

(b) Where uniforms are not laundered at the school's expense an allowance is payable at the rate specified at Schedule 3.

(c) The uniform and laundry allowance shall only be payable where the school requires a uniform of a specific type to be worn but does not provide such uniform or complete the laundering of uniforms.

4.5 In-Charge Allowances

If there is no Registered Nurse Level 2 or Registered Nurse Level 3 employed and there are 2 or more nurses employed on nursing duties in any one boarding school, one of those nurses shall be named and shall be deemed to be senior. The deemed senior shall be paid a fortnightly allowance as set out in Schedule 2.

4.6 District Allowances

(a) Nurses who work in the Northern Division, Eastern District shall be paid a fortnightly allowance as set out in Schedule 2.

(b) For the purposes of this clause:

(i) Northern Division means that portion of the state of Queensland along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west of 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the state;

(ii) Eastern District means that portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

5. Breaks

5.1 Meal break

(a) Schools will provide an unpaid meal break of not less than 30 consecutive minutes to an employee who is engaged or rostered to work for more than 5 hours on a day. Such meal break will start no later than 5 hours after the employee commenced work on that day.

5.2 Rest break

(a) An employee is entitled to a rest break of 10 minutes for each period of 3 hours worked, with a maximum of 2 rest breaks per shift.

(b) Where the employee has an entitlement to 2 rest breaks, in place of the two 10 minute rest breaks:

(i) the school and the employee may agree to one rest break of 20 minutes; or

(ii) the school may require one rest break of 20 minutes, where the employee is engaged in classroom support services.

(c) A rest break:

(i) will be counted as time worked;

(ii) will be taken at a time suitable to the school; and

(iii) will not be taken adjacent to a meal break, unless the employee and the school agree.

5.3 Breaks between periods of duty

(a) Length of the rest period

(i) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

(b) Where the employee does not get a 10 hour rest

(i) The following conditions apply to an employee, who on the instructions of the school, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 16.3(a):

(A) the employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken; or

(B) the employee is entitled to be paid 200% of the minimum hourly rate until released from duty.

(c) The entitlements in clauses 5.3(a) and 5.3(b) do not apply to:

(i) a boarding supervision services employee, where the periods of duty are concurrent with a sleepover;

(ii) an employee who is provided with accommodation on the school's premises or in the vicinity of the school's premises at no cost to the employee;

(iii) an employee who is attending a school camp or excursion; or

(iv) an employee working a broken shift.

6. Annualised salary

(a) A full-time employee in a Boarding School and the school may enter into an agreement whereby the employee is paid an annualised salary. The employee must be paid at least the appropriate minimum weekly rate for that employee as set out in Schedule 2 for the entire 12 months. Employees who enter into an annualised salary arrangement are excluded from the following provisions of this Agreement:

(i) on-call allowance;

(ii) recall;

(iii) meal breaks - extra payment for working during meal break;

(iv) Saturday/Sunday

(v) afternoon and night shift;

(vi) overtime.

(b) When negotiating the annualised salary the school and the employee shall take into consideration the expected work requirements and the excluded Agreement provisions that would otherwise apply.

(c) Where such annualised salary agreement exists, it must be recorded in writing between the school and the employee affected prior to its commencement and a copy must be kept as part of the time and wages record.

(d) Time and wages records must be kept for the employee.

(e) At the end of each year or on the anniversary date the employee and the school may review, or at the request of the employee must review, the annualised salary arrangement. During any such review either party may elect to discontinue the annualised salary arrangement. If the annualised salary arrangement is renegotiated the new or amended agreement is to be recorded.

7. Other entitlements

7.1 Recall

(a) If a nurse is on-call and recalled to duty at the workplace and is not provided with reasonable accommodation (including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee) or paid in accordance with clause 4.2(c) above, the employee will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

(b) This clause does not apply to employees who have negotiated an annualised salary arrangement with a school.

7.2 Meal breaks

(a) Time and a-half shall be paid for all work required to be performed during meal breaks and thereafter until a meal break is taken.

(b) Clause 7.2(a) shall not apply to employees who have negotiated an annualised salary arrangement with the school in accordance with clause 6.

(c) In the event of an emergency circumstance occurring during the meal break such meal break may be delayed without penalty. The meal break should be taken as soon as the emergency circumstance ends.

(d) Payment in accordance with clause 7.2(a) shall be made if the meal break is unable to be taken after the emergency circumstance ends.

8. Overtime & Penalty Rates

8.1 Application of rates

(a) The penalty and overtime rates in this clause are not cumulative. Where an employee is entitled to more than one rate, the employee will be entitled to the highest single rate.

8.2 Definition of overtime

(a) Overtime is any authorised work performed outside of or in excess of the ordinary or rostered hours.

8.3 Overtime rates

(a) Where an employee works overtime the school must pay the employee overtime rates as follows:

For overtime worked on	Overtime rate % of minimum hourly rate
Monday to Saturday	150
Sunday	150
Public holidays	250

(b) Overtime will be calculated daily.

8.4 Reasonable additional hours-part-time employees

(a) A school may require a part-time employee to work reasonable additional hours in accordance with this clause.

(b) The employee will be paid for all additional hours at the applicable casual hourly rate for all hours worked that:

(i) fall within the applicable daily spread of hours;

(ii) do not result in the employee working more than 8 hours on that day; and

(iii) do not result in an employee:

(A) working more than the allowed maximum weekly ordinary hours;

(B) working more than the allowed maximum weekly ordinary hours during the averaging period, where the employee's hours are averaged.

(c) The employee will be paid for all additional hours at the applicable overtime rate in clause 1.2 for all hours worked that:

(i) are outside the applicable daily spread of hours in clause 4; and

(ii) result in the employee working more than 8 hours on that day, or

(iii) result in an employee whose hours are averaged, to work more than the allowed maximum weekly ordinary hours during the averaging period.

(d) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of 2 hours will not apply.

(e) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements.

8.5 Time off instead of payment for overtime

(a) An employee and school may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under this clause.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the school and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the school must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned must be made in the next pay period following the request.

(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

(e) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and school.

(f) If the employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, the school must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in, the school must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The school must keep a copy of any agreement under this clause as an employee record.

(i) An school must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the school and the employee, instead of being paid for overtime worked by the employee. If the school agrees to the request then this clause will apply, including the requirement for separate written agreements above for overtime that has been worked.

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which this clause applies has not been taken, the school must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

8.6 Make-up time

An employee may elect, with the consent of the school, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

8.7 Public holidays

(a) All work done by employees on any day appointed under the *Holidays Act 1983* (Qld) will be paid for at the rate of double time and a-half with a minimum of 4 hours.

(b) A school and employee may agree to substitute another day or part day for a day or part day that would otherwise be a public holiday under the *Holidays Act 1983* (Qld). Where agrees the substituted day will be the public holiday for all purposes of this Agreement

8.8 Shift work

(a) An employee working an afternoon shift or night shift will be paid 115% of the minimum hourly rate.

(b) An employee working a permanent night shift will be paid 130% of the minimum hourly rate.

8.9 Saturday and Sunday work

(a) An employee engaged under this schedule to work ordinary hours on a Saturday or Sunday will be paid the following:

(i) 150% of the minimum hourly rate for ordinary hours worked on a Saturday; and

(ii) 200% of the minimum hourly rate for ordinary hours worked on a Sunday.

9. Classifications

(a) **Registered Nurse Level 1**

(i) Providing primary nursing care with its associated administrative responsibilities

(ii) Occupational equivalent: school nurse

(b) **Registered Nurse Level 2**

(i) Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties

(ii) Occupational equivalent: school nurse

(c) **Registered Nurse Level 3**

(i) Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service

(ii) Occupational equivalent: nurse in charge

(d) **Enrolled nurse**

(i) Providing nursing care (with its associated administrative responsibilities) under the supervision of a registered nurse.

Schedule 12 – Implementing Teacher Professional Development

1. 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:

(a) professional reading;

(b) formal courses of study (including but not limited to the Graduate Diploma of Theology in Education/Master of Theology);

(c) active membership of a professional education organization(s) (e.g. subject association);

(d) relevant workshops, seminars and lectures;

(e) paraprofessional work (e.g. moderation and marking for QSA);

(f) contribution to relevant publications;

(g) mentoring colleagues, student teachers and beginning teachers;

(h) educational research;

(i) committee membership and contribution;

(j) observation visits;

(k) participation in subject-related community activities (e.g., environmental groups, choirs, sports etc.);

(l) ICT integration into the classroom in conjunction with the schools ICT plan.

2. 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:

(a) maintaining a professional library and subscribing to professional publications;

(b) advertising opportunities for professional development;

(c) subsidising the costs of agreed formal courses of study;

(d) granting release time for workshops, seminars and observation;

(e) running or hosting professional development activities

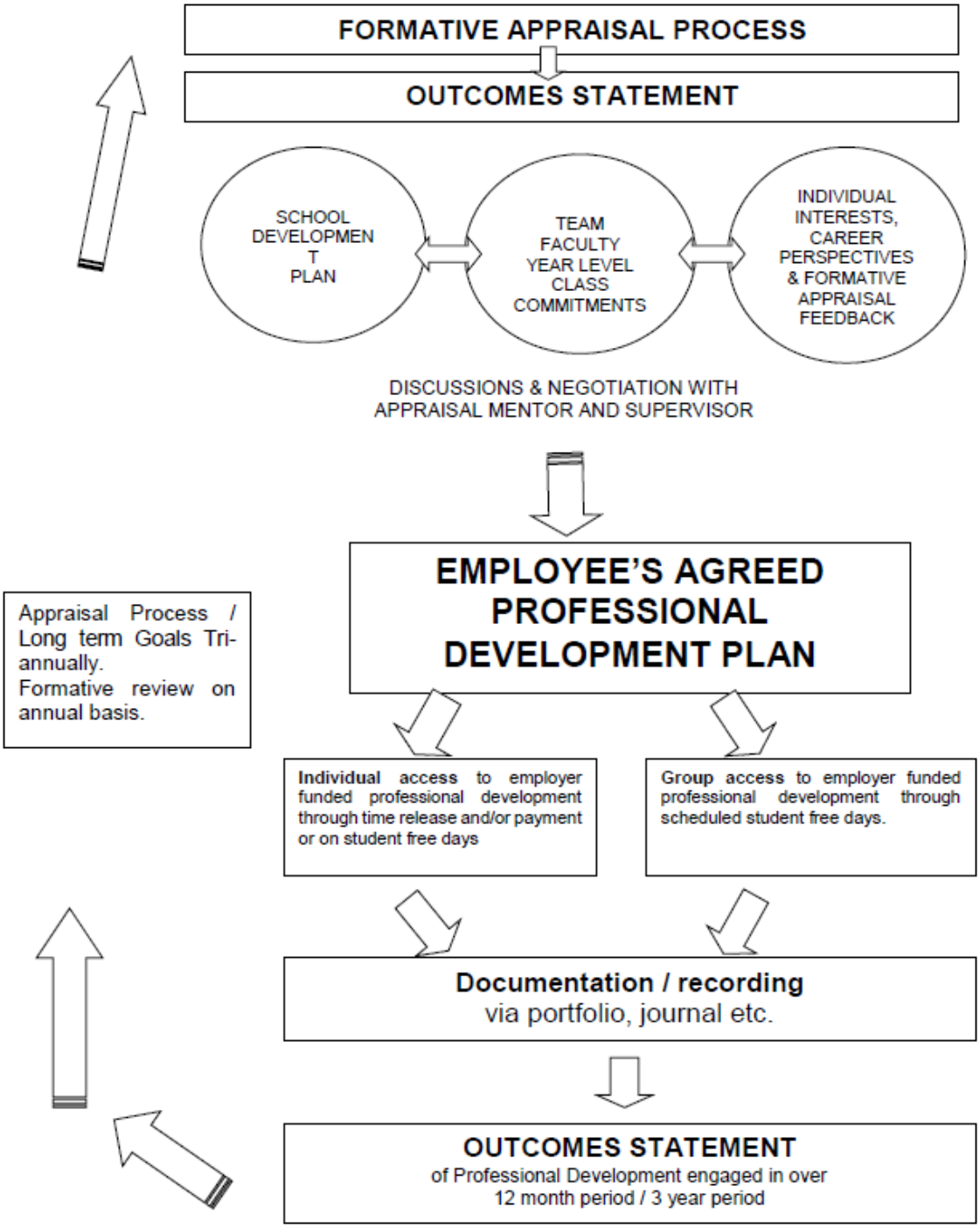
(f) providing opportunities for higher duties and extended responsibilities;

(g) other ways as determined by the school.

3. Planning, Monitoring and Engagement

(a) 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.

(b) 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 13 – Conditions of Employment for Outdoor Education Employees

1. APPLICATION AND GENERAL CONDITIONS

(a) This Schedule shall apply to those employees who fall within the coverage clause of this Agreement and who are employed to work at Queensland Lutheran Outdoor Education Centres and whose duties are involved in the educational process (but who are not employed as teachers) and who may be described as but not limited to outdoor educators, outdoor instructors, outdoor assistants, maintenance, catering, cleaning, administration, horse riding employees and residential/night duty supervisors. Nurses engaged at Outdoor Education Centres are engaged in accordance with the requirements of Schedule 11.

(b) A Queensland Lutheran Outdoor Education Centre is a centre which provides outdoor education to students and which is operated by one or more Lutheran schools in Queensland. This includes the following Outdoor Education Centres which are in operation at the time of drafting this Agreement:

(i) Googa Outdoor Education Centre;

(ii) Ironbark Outdoor Education Centre;

(iii) Mt Binga Outdoor Education Centre,

and any other outdoor education centres which may be opened by a Queensland Lutheran School during the term of this Agreement.

(c) Employees covered under this Schedule are classified as Outdoor Education employees.

(d) The classifications under this Schedule apply to Outdoor Education employees to the exclusion of the classifications in the remainder of this Agreement. For the avoidance of doubt, the Teacher classifications in this Agreement do not apply to Outdoor Education employees, even if the employee has a teaching background or teaching qualifications as a teaching qualification is not required for Outdoor Education roles. Similarly, this Schedule does not apply to those in Teacher classifications who attend an Outdoor Education Centre with a class of students whom they teach as part of their day to day role.

(e) This schedule replaces clause 5.13 in this Agreement in relation to Outdoor Education employees.

(f) Subject to clause 1(a) of this Schedule, the remainder of this Agreement applies to Outdoor Education employees. If there is an inconsistency between a clause in this Schedule and a clause in the remainder of this Agreement (which would otherwise apply to Outdoor Education employees), the clause in this Schedule will prevail.

(g) Where discrepancies exist between the NES and this Schedule, the NES apply.

(h) This Schedule will commence from 1 January 2021. During the transition period from the approval of this Agreement and 1 January 2021, Outdoor Education employees will be subject to the arrangements in place under the Queensland Lutheran schools Single Enterprise Agreement 2016, save that wages will be payable in accordance with Schedule 2.

2. WAGES, ALLOWANCES AND WAGE RELATED MATTERS

2.1 Classification Process

(a) All Outdoor Education employees will be classified using the Outdoor Education Classification Matrix which is contained at clause 4.2.

(b) Where steps within levels exist, progression of step will be automatically made after 12 months FTE experience, from commencement in the role at the respective level, and subject to satisfactory performance.

(c) Movement from one level to another is based on the requirements of the Outdoor Education Centre and position requirements.

2.2 Payment of Salary

(a) Outdoor Education employees will be paid in accordance with the Wages Table which is contained in Schedule 2. The amounts in the Wages Table apply to annual FTE employees and will be applied on a pro rata basis for part time employees.

(b) Subject to any applicable loadings or allowances which are payable to Outdoor Education employees under other clauses in this Schedule, the amounts set out in the Wages Table provides for all ordinary hours and additional hours worked by Outdoor Education employees.

(c) Outdoor Education employees will be paid their salary, subject to applicable tax, each fortnight in accordance with Payroll operations.

(d) Outdoor Education employees who are under 21 years of age and who are appointed at classification level 1 will be paid the following junior rates:

Age	Percentage of applicable rate in the Wages Table
Under 17 years of age	50%
17 and under 18	60%
18 and under 19	70%
19 and under 20	80%
20 and under 21	90%

2.3 Camping Out

(a) Outdoor Education employees required to camp overnight and away from permanent accommodation shall be paid a camping allowance of $25 for each night spent in the camp.

(b) Outdoor Education employees required to camp overnight and away from permanent accommodation will be provided with all tents and camping utensils, and will be provided with meal/s.

2.4 Protective equipment

(a) All Outdoor Education employees shall be provided with all necessary protective equipment which is required in the performance of their duties.

(b) All protective equipment shall be laundered and maintained by the Outdoor Education employee on a regular basis (as relevant).

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

3. HOURS OF WORK

3.1 Ordinary Hours of Duty

(a) The ordinary hours of duty for full time Outdoor Education employees will be 38 hours per week, averaged over a period of up to four weeks, provided that no more than 192 hours will be worked across the four week period and where possible, no more than 48 ordinary hours will be worked per week.

(b) Ordinary Hours of Duty will be worked between 6am and 10pm, Monday to Sunday.

3.2 Types of Hours

(a) Rostered Hours

The maximum number of rostered duty hours is 1710 hours (not including rostered time for accommodation). This is calculated on the basis of 38 hours per week over 45 weeks (taking out 4 weeks (152 hours) annual leave and 114 hours ARDO as set out in clause 3.2(b) below).

(b) Time off instead of payment for overtime – Accumulated Rostered Day Off (**ARDO**)

(i) ARDOs are non-duty times available to be taken at a time suitable to the Outdoor Education Centre and the Outdoor Education employee.

(ii) Full time Outdoor Education employees are entitled to 114 hours of ARDOs, accrued progressively per annum. Part time employees will be entitled to a pro rata number of hours of ARDOs accrued progressively per annum.

(iii) ARDOs are generally taken during non-program times. Employees may request specific dates and times for ARDOs and these requests will be supported where possible.

(iv) ARDOs are a part of overall remuneration for hours worked. 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 including but not limited to weekend work and public holidays.

(v) Where an ARDO is taken, the employee is paid for the ARDO but is not required to be onsite.

(vi) ARDO hours accrue each calendar year and must be used within two calendar years. ARDO hours are intended to be used for health and safety reasons and the Outdoor Education Centre can direct an employee to take ARDOs if they have not been taken within two calendar years.

(vii) Accrued ARDO hours are not able to be cashed out during employment. Upon termination of employment, unused but pro-rata accrued ARDO hours are paid out.

(viii) The Outdoor Education Centre will undertake a reconciliation of additional hours worked at least once every quarter to ensure appropriate ARDO hours have been accrued for employees. For the purposes of the reconciliation, hours worked above Rostered Hours and Rostered Time for Accommodation (if applicable) will be counted as hour for hour.

(ix) Outdoor Education employees who work more than 114 hours of overtime per calendar year will be provided with additional ARDO time equivalent to the amount of hours worked above 114 hours.

(x) Rostered Time For Accommodation

(A) In addition to the hours of duty in clause 3.2(a) above, an extra ten (10) hours per week may be 'rostered duty time' for applicable employees who reside on-site in exchange for the provision of board and lodgings.

(B) These hours may be averaged over a calendar year.

(C) These hours are considered part of an Outdoor Education employees Rostered Hours and are not included as additional hours in the reconciliation provided for in clause 3.2(viii).

(xi) Example Outdoor Education employee's Annual Roster Hours

Quantum Hours	38 hours x 52 weeks = 1976
Annual Leave	38 hours x 4 weeks = 152
Accumulated Rostered Days Off	38 hours x 3 weeks = 114
Rostered Time for Accommodation	10 hours x 45 weeks = 450

Quantum hours	1976
Less annual leave	152
Less Accumulated Rostered Days Off (ARDOs)	114
SUB TOTAL - Rostered Duty Hours	**1710**
Plus Rostered time for Accommodation (where applicable)	450
TOTAL	**2160**

3.3 Break times

(a) An employee rostered for more than five (5) hours in one day will receive an unpaid meal break of not less than 30 consecutive minutes.

(b) An employee is entitled to a rest break of 10 minutes for each period of three (3) hours worked, with a maximum of two (2) rest breaks per shift (where an employee is entitled to two (2) breaks the employee and the Outdoor Education Centre may agree that these can be taken as one 20 minute break).

(c) Such breaks shall be taken at times that do not interfere with continuity of work or supervision where continuity is necessary.

(d) If a break time is missed voluntarily or as a result of Centre requirements, reasonable steps will be taken to reschedule an appropriate break.

(e) Any breaks voluntarily or situationally missed are not counted as overtime or additional hours worked.

4. QUALIFICATIONS, TRAINING AND RELATED MATTERS

4.1 Professional Development

Outdoor Education employees will be required to undertake professional development in order to maintain currency with Commercial Outdoor Education industry practice. Professional development may include, but is not limited to, such activities as induction, module training for the Centre's activities, first aid training, Workplace Health and Safety, critiquing and development of programs and peer review as well as peer instruction.

Each Outdoor Education Centre and Outdoor Education employee decide on mutually beneficial professional development. Endorsed professional development occurs in rostered hours at a mutually beneficial time and forms part of overall hours of work

4.2 Classifications

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Competency	Competency at this level requires a basic level of ability and knowledge to lead and/or co-ordinate selected activities that usually occur in a predictable and stable environment and the activity requires a limited skill set.	Competency at this level involves the application of industry standard skills and knowledge required for an approved range of activities and tasks.	Competency at this level involves application of a broad range of skills, experience and operational knowledge to guide the majority of key program experiences. Operational knowledge may also relate to property and/or catering and/or business management.	Competency at this level involves the application of skills and knowledge to coordinate the delivery of program experiences consistent with desired outcomes.	Competency at this level involves self-directed application of knowledge and experience to manage program delivery and client well-being.	Competency at this level involves the development and application of professional knowledge in the design and implementation of program outcomes.
Supervision from other employees and to other employees	In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. Supervision of other employees may be required.	Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Routine supervision to general direction, depending upon experience and complexity of tasks. May supervise or co-ordinate others to achieve objectives, including liaising with employees at higher levels.	Routine supervision to general direction, depending on tasks involved and experience. May supervise other employees at levels below Level 3.	In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.	Broad direction. May manage other employees including general employees.	Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Supervision of program and Centre operations (if applicable)	Able to supervise small groups to do jobs and basic group activities. Can assist a more senior employee in the supervision of larger groups.	Able to lead and facilitate groups through selected activities and job routines. Can be responsible for overnight supervision of single gender groups.	Able to lead, guide and manage large groups through most program experiences. Can be responsible for overnight supervision of mixed gender groups with support.	Able to lead, guide and manage students and employees through all program experiences. Can be responsible for group management in a variety of contexts without direct monitoring from management.	Able to autonomously manage student and employees circumstances as the need arises. Can oversee daily operational needs and/or deliver appropriate advice and mentoring for employees.	Able to manage all centre operations in consultation with centre management. Can take responsibility for all centre operations in the absence of management.
Qualifications and Experience	No tertiary formal qualifications or work experience is required upon engagement.	Certificate level qualification in relevant skill sets and/or demonstrated skills and knowledge in site specific procedures.	Certificate III or IV in outdoor recreation. Advanced facilitation skills strongly linked to centre goals and values. Extensive experience in property management and/or catering and/or administrative/financial practises.	Certificate IV in outdoor recreation. Experience in outdoor education and/or residential care. Prior experience in managing teams.	Comprehensive background and experience in outdoor education, youth work, counselling and/or residential care.	Prior knowledge and experience in managing relevant operations and/or pastoral care programs.
Example roles/typical activities	Assistant instructor. Limited experience. Could lead a job group and be under training to eventually lead a hike group or equivalent small group activity. Basic farm duties and/or property maintenance. Basic office duties.	Experienced Assistant Instructor. Can lead and facilitate in small group contexts (ie hike, dorm group, a high adventure activity). Basic farm duties and/or property maintenance with students. Basic office duties together with some	Experienced guide. Can lead all major components of program. Could design and deliver a short term program. Night time supervisor with limited pastoral care responsibilities. Farm operational management and/or maintenance supervision.	Team Leader. Coordinates regular program, liaises with management, parents and school. Night time supervisor with significant pastoral care responsibilities. Property Manager	Pastoral Care Coordinator or Operations Manager	Pastoral Care Coordinator and Operations Manager.

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
		student supervision responsibilities	Advanced office and financial responsibilities. Catering supervisor.			

4.3 Reclassification

(a) A outdoor education employee may request a reclassification of their position. Such a request may be made either in relation to the classification level of an existing position or where the classification level of the position has been changed. Except in exceptional circumstances no employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12 month period.

(b) The employee shall make any such Request for Reclassification, in writing, to the principal.

(c) The principal shall consider the Request for Reclassification and notify the employee in writing of the decision regarding the employee's request.

(d) 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.

(e) Where the principal receives a Review of Classification application, the principal shall advise LEQ in writing that an application has been received.

(f) 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 outdoor education employees. The panel shall be made up of three representatives agreed by the parties to this Agreement. Where the outdoor education employee is a union member, he/she may request that one of the panel members be an experienced officer or nominee from IEUA-QNT.

(g) The joint review will seek to reach a consensus position and make a recommendation to the principal. The outdoor education employee will be advised in writing of the outcome of this review.

(h) If an agreed outcome cannot be reached between the school and the employee, then the employee may refer the matter to the Fair Work Commission in terms of the procedure for preventing and settling disputes (clause 8).

Schedule 14 – Conditions of Employment for Boarding Schools Supervision Staff (House Parents, Senior Residents, Junior Residents)

1. Introduction

The shared intention of 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

"Agreement" means the *Queensland Lutheran Schools Single Enterprise Agreement 2020* to which this Schedule is attached (as amended or replaced from time to time).

"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

(a) The employees covered by this Schedule include House Parents, Senior Residents and Junior Residents employed in a Boarding School.

(b) This Schedule 14 does not apply to:

(i) Employees designated Head of Boarding or Senior Co-ordinator of Boarding.

(ii) Those persons employed at Boarding Schools co-located with Outdoor Education Centres operated by Queensland Lutheran schools. Pursuant to clause 5.28 of the Agreement, Schedule 13 set out the terms and conditions for these employees.

(iii) Kitchen employees, grounds employees, laundry employees, tuckshop employees, bus drivers, caretakers, cleaners and/or minor maintenance employees employed to carry out tasks at Boarding Schools. As provided in clause 5.8 of the Agreement, terms and conditions for these employees are set out in Schedule 10 of the Agreement.

(iv) Those persons who are in Holy Orders, members of a recognised religious order or are bona bide Church workers.

4. Categories of Employment

4.1 House Parent

(a) 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).

(b) Implement school policy and procedures under minimal supervision.

(c) Supervision of Junior Residents and Senior Residents.

(d) Liaison with parents where discretion and judgment are required.

4.2 Senior Resident

(a) Ensure that students understand and adhere to school policies which involve the application of knowledge with depth in some areas.

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

(c) Supervision of study and homework where direction and judgment are required.

(d) 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).

(e) Under general guidance provide supervision of meals and meal times.

(f) Liaise with parents as the need arises and as provided for in existing school policy.

(g) 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

(a) Provision of basic assistance to a boarding supervisor (involving the pastoral care and welfare of students and general functions of the boarding house) under direct supervision.

(b) Assist more senior employees 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.

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

(d) Assist in the supervision of study and homework.

(e) 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

(a) 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.

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

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

(d) At the point of engagement, the school 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(b).

(e) 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.

(f) The terms of the agreement in clause 5.2(d) may be varied by agreed between the school and an employee. Any such variation will be recorded in writing.

5.3 Casual Employment

(a) From time to time the school may offer existing employees additional hours of work on a casual basis.

(b) A casual employee is an employee engaged as such.

(c) 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 2.

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

(e) A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with the school'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

(a) All employees to which this Schedule applies shall be classified according to the structure set out in clause 4.

(b) Wage rates applicable to employees to which this Schedule applies are set out in Schedule 2 of this Agreement.

(c) 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.

(d) 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%

6.2 Incremental Advancement

(a) 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 school without due process.

(b) 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.

(c) Employees may only move between categories of employment be being appointed to the position.

(d) There is no automatic movement from Junior Resident to Senior Resident or to House Parent.

6.3 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

(a) 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.

(b) 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 school requires the employee to sleepover, an allowance per sleepover is payable at the rate specified in Schedule 3 of this Agreement.

8. Employee Undertaking Higher Level Duties in an Acting Capacity

(a) A school may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.

(b) 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.

(c) Where the employee performs those duties:

(i) for five (5) days or less; or

(ii) 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 school and the employee in that acting capacity for the duration of the appointment.

9. Hours of Work

(a) Subject to this clause, a full time employee's ordinary hours of work will be 38 hours per week.

(b) The ordinary hours of work for a Part Time or Casual employee will be in accordance with clause 5 (Types of Employment).

(c) 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.

(d) 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 school will endeavour to roster two (2) consecutive days off wherever possible.

(e) 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 ÷ 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

(a) 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 school and will be displayed in a place conveniently accessible to the employees at least seven (7) days before the commencement of the roster period.

(b) A roster may be altered by mutual consent at any time or by amendment of the roster by the school on seven (7) days' notice.

(c) Notwithstanding clause 10(b), a roster may be altered at any time to enable the functions of the school to be carried out where another employee is absent from work due to illness or in emergency. In such circumstances, unless agreed between the school and the employee, an employee must be given 48 hours' notice of a change to a rostered shift.

11. Overtime

(a) The school may require a full time or part time employee to work reasonable additional hours.

(b) 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.

(c) Where an employee is required to work beyond the total number of ordinary hours permitted by this Schedule 14 in any cycle, overtime shall be paid for at the rate of time and one-half for the first three hours and double time thereafter.

12. Public Holidays

(a) 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 school in consultation with the employee.

(b) The final decision as to whether payment is made at the rate specified in clause 12(a) 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 school.

13. Rest Pauses and Meal Break

13.1 Rest Break

At a time suitable to the school, 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 school 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 school 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 or will be paid the allowance in Schedule 3.

15. No Disadvantage

The content of this Schedule 14 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 14 was made, currently receives a benefit/s and/or condition/s in excess of those contained in this Schedule 14, that employee will continue to receive at least that existing benefit/s and/or condition/s.

Annexure A – Formal Review for Unsatisfactory Performance

1. Preamble

(a) 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.

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

(c) 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.

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

2. Investigation

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

(b) 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.

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

(d) Investigations that prove groundless should be noted in the employee’s file, and the employee should be notified accordingly.

3. Interview

(a) 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.

(b) 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.

(c) 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.

(d) 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.

4. Outcome of Interview

(a) 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.

(b) 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.

5. Review

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

(b) 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.

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

(d) If the second review finds the employee's performance is still unacceptable the employer may choose to:

(i) continue with disciplinary action/counselling in accordance with the four stage process outlined above; or

(ii) 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

(iii) dismiss the employee if in all the circumstances termination would not be harsh, unjust or unreasonable and where 5(d)(i) and 5(d)(ii) are not justifiable alternatives. The employer should notify the employee in the following manner of their dismissal:

(A) 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.

(B) 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.

(C) The employer should ensure the process of formal review of unsatisfactory performance has been followed and that each stage has been fully documented.

Annexure B – Serious Misconduct and Summary Dismissal

1. Serious Misconduct

(a) 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.

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

(i) The incident/s or behaviour have been thoroughly investigated

(ii) The employee has been allowed to respond to the allegations in a meeting, and

(iii) The employer considers all information received and conveys the decision in person and in writing.

(c) Deficiencies relating to conduct, capacity or performance are dealt with under Annexure A of this Agreement.

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.

2.1 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

(a) 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.

(b) Serious misconduct which may lead to summary dismissal may include:

(i) The commission of a crime in the course of employment;

(ii) Reporting to work under the influence of illegal drugs or alcohol, especially after pastoral counselling for similar breaches;

(iii) Any conduct at the workplace which deliberately endangers the health and safety of the students, co-workers, or the public;

(iv) 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 C – Complaints Handling Policy and Procedures

1. Preamble

(a) 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.

(b) 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.

2. Policy

(a) 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.

(b) Those involved in the management of complaints in Queensland Lutheran Schools:

(i) Acknowledge and respect that employees, parents and students are ***entitled to raise a complaint*** in good faith;

(ii) Consider the ***safety and welfare*** of all the parties involved where appropriate;

(iii) 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 3(a) below;

(iv) Have a commitment to ensuring complaints are ***dealt with sensitively*** and ***without undue delay***;

(v) 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

(vi) Act in ***good*** **faith**, exercise good judgment, focus on the issues not the person (impartial) and communicate in a courteous, and respectful manner.

3. Scope

(a) 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.

(b) Queensland Lutheran Schools have specific policies/ procedures in place for:

(i) Child Protection;

(ii) Unsatisfactory Performance;

(iii) Serious Misconduct and Summary Dismissal;

(iv) Any mandatory complaints handling processes applicable under federal and/or state funding agreements or funded programs;

(v) Accidents/ incidents more appropriately dealt with under the School's Incident Recording and Reporting and Incident Investigations procedures.

(c) 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 9.3(d)(ii), this policy is therefore applicable where Complaints are determined as not having to be dealt with under another policy/procedure.

4. Definitions

(a) **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.

(b) **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.

(c) **Complaint Policy:** The policy set out in this document.

(d) **Complaint Procedure:** The procedures set out in this document.

(e) **Natural Justice:** Natural Justice involves:

(i) Acknowledging and respecting that Complainants are entitled to raise a Complaint/s in good faith;

(ii) Complaints handling procedures being accessible, promoted within the School and applied consistently and fairly to all those to whom these procedures apply;

(iii) Both Complainant and Respondent having the capacity to seek advice, have a Support Person and/or be represented throughout the process;

(iv) Sufficient particulars of the allegation/s made or relevant information relied upon to support the allegations being provided to enable the Respondent to respond;

(v) 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);

(vi) Genuine consideration must be given to all information (including the Respondent's response) prior to any decision being made.

(f) **Policy and Procedures Document:** This Complaints Handling Policy and Procedures document.

(g) **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.

(h) **Procedural Fairness:** Procedural fairness is concerned with the procedures used during an investigation and/or by a decision-maker, rather that 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.

(i) **Respondent:** Any person against whom a complaint is brought.

(j) **School/ Schools:** Means the Schools listed in Schedule 1 of this Agreement.

(k) **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.

5. Confidentiality

(a) Subject to the terms of this paragraph, LEQ are committed to the confidentiality of all Complaints, at all stages throughout the complaints handling process.

(b) 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.

(c) 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 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.

(d) 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 paragraphs 5(d) or 5(f).

(e) Any hard or soft copies of material associated with a Complaint should be handled responsibly and securely stored to prevent unauthorised access.

(f) 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 cannot be guaranteed anonymity with respect to their Complaint.

6. 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.

7. Procedure

(a) 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.

(i) **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.

(ii) **Level 3** outlines the *Formal Process*. It is anticipated this stage will only be utilised if a resolution cannot 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.

8. 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 • 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	• 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 • A senior staff member who has been delegated both the authority and the responsibility for policy creation, implementation and evaluation, and ensuring compliance	• 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 • 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: - employee's immediate supervisor; - a manager eg Head of Department; - Workplace Health & Safety Advisor; - Workplace Health & Safety Representative	• 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.

9. The Informal Process

9.1 Level 1: Affected Parties Meet

(a) Objects

(i) 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.

(ii) 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.

(b) The Process

(i) 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.

(ii) 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.

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

(iv) 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 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.

9.2 Level 2: Third Party to Assist Resolution

(a) Objects

(i) 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.

(ii) To encourage both parties to consider solutions at an early stage.

(b) The Process

(i) 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.

(ii) A copy of the written allegations provided to the Authorised Person.

(iii) 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.

(iv) 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.

(v) As soon as practicable upon 9.2(b)(iii) and 9.2(b)(iv) 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.

(vi) The Complainant and/or Respondent may have a support person present during the assisted discussion.

(vii) 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.

(viii) 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.

(ix) 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.

(x) 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).

9.3 Level 3: The Formal Process

It is anticipated that this stage will only be utilised if a resolution cannot 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.

(a) Lodging a Complaint

(i) 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.

(ii) 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.

(iii) The Complaint Co-ordinator's contact details for the purposes of paragraph 9.3(a)(ii) above will be made readily available to all staff at School site.

(iv) 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.

(v) 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 5(f) above).

(vi) 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.

(vii) 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.

(b) Recording the Complaint

(i) 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.

(c) Assessing the Complaint

(i) 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.

(d) Respond and Resolve

(i) Where possible, Complaints should be responded to at the local level and at the lowest level possible.

(ii) 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.

(iii) 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.

(e) Action Required

(i) Following assessment of the Complaint, the action required will depend upon the seriousness of the matters alleged. Action required may involve:

(A) ***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.

(B) ***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.

(C) ***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.

(D) ***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.

(f) Investigation

(i) If it is determined that a more detailed investigation of the Complaint is required beyond that identified in clause 9.3(d)(iii), the investigation will be conducted in a fair, objective and timely manner in accordance with the principles of natural justice and procedural fairness.

(g) Procedural fairness/ natural justice involves:

(i) 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;

(ii) 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;

(iii) Providing a reasonable opportunity to respond – to both Respondent and Complainant, at relevant stages of the investigation;

(iv) Avoiding undue delay;

(v) All decisions being made impartially/ without bias;

(vi) Acting only on the basis of logically presented and verified evidence and on the balance of probability;

(vii) Providing at least 48 hours notice in writing to all parties of any interviews or meetings regarding the Complaint;

(viii) Considering any special needs of the Complainant and/or Respondent and putting in place appropriate measures to manage same.

(h) Further, the Complainant and Respondent should be informed of:

(i) Requirements of confidentiality (refer to paragraph 5 above);

(ii) 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).

(i) The investigator will:

(i) Gather and analyse information;

(ii) Formulate findings (whether a Complaint/s is substantiated/ unsubstantiated);

(iii) 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;

(iv) 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 9.3(i)(iii) above will be provided to the Complainant/Respondent upon request.

(j) Determination

(i) 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 2020 (as amended or replaced from time to time).

(k) In the case of a Complainant: Assistance should also be provided for the Complainant, where appropriate, such as (but not limited to):

(i) Offering professional counselling;

(ii) Mentoring and support from a senior manager or other appropriate school community member;

(iii) Provision of appropriate training.

10. Victimisation/ Adverse Action

(a) 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.

(b) *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

(a) A good faith Complaint is a Complaint submitted by a Complainant who has honest belief based on reasonable grounds.

(b) 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

(a) The Council for Lutheran Education Queensland (**CLEQ**) will conduct an annual review of the effectiveness of this Policy and Procedures Document.

(b) 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 2020 (as amended from time to time) to reflect such proposed change/s must also be obtained.

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2020/3725

Applicant: Lutheran Church of Australia Queensland District T/A Lutheran Education Queensland

Section 185 – Application for approval of a single enterprise agreement

Undertakings – Section 190

I, Dennis Mulherin, Executive Director, Lutheran Church of Australia Queensland District T/A Lutheran Education Queensland, give the following undertakings on behalf of the Lutheran Church of Australia Queensland District (**LCAQD**) and Peace Lutheran Church Gatton (**PLCG**) with respect to the *Queensland Lutheran Schools Single Enterprise Agreement 2020* (**Agreement**):

1. LCAQD and PLCG undertake that at all times during the nominal term of the Agreement and until it is replaced that:

   (a) This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

   (b) No employees will be engaged at PP1 for Enrolled Nurses.

   (c) Employees engaged under Schedule 14 of the Agreement (Boarding Schools Supervision Staff) whose hours are not averaged will be paid overtime in accordance with clause 5 and 9 of Schedule 14 for:

      (i) any hours worked outside of the span of ordinary hours in clause 4;

      (ii) any hours beyond the ordinary hours in clause 9 of Schedule 14;

      (iii) for part time employees, any hours required by the employer (and not elected to be completed by the employee) outside of or in excess of their contracted hours.

   (d) Employers agree to apply the following to part-time employees engaged under Schedule 10 (Kitchen employees, bus drivers etc):

      (a) A school may require a part-time employee to work reasonable additional hours.

      (b) The part-time employee will be paid for all additional hours at the applicable casual hourly rate for all hours worked that:
      (i) fall within the applicable daily spread of hours;
      (ii) do not result in the employee working more than 8 hours on that day; and
      (iii) do not result in an employee:
      (A) working more than the allowed maximum weekly ordinary hours;
      (B) working more than the allowed maximum weekly ordinary hours during the averaging period, where the employee's hours are averaged.

      (c) The employee will be paid for all additional hours at the applicable overtime rate in relation to part-time employees for all hours worked that:

      (i) are outside the applicable daily spread of hours in clause 4 of the Agreement; and
      (ii) result in the employee working more than 8 hours on that day, or
      (iii) result in an employee whose hours are averaged, to work more than the allowed maximum weekly ordinary hours during the averaging period.

      (d) noting that penalty rates for afternoon/night shift, evening, weekend (Saturday or Sunday) work and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(e) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of 2 hours will not apply.

(f) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this agreement or the NES.

(e) Employers will apply the following to part-time employees except teachers and boarding employees:

(a) At the time of engagement, the school and the part-time employee will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the employee will work, the number of weeks of the school year the employee will work, and the actual starting and finishing times each day.

(b) The terms of the agreement in clause (a) may be varied by agreement between the school and employee. Any agreed variation to the hours of work will be recorded in writing.

(c) A school may require a part-time employee to work reasonable additional hours in accordance with this Agreement.

(f) Employers will apply the following for clause 12.2 of Schedule 10 (Kitchen employees, bus drivers etc) of the Agreement:

3 - Qualified Greenkeeper

- Qualified Cooks
- Supervisor of Level 2 Staff
- Supervisor of in excess of 5 employees
- Qualified Tradesperson

4 - Advanced Tradesperson
- Tradesperson supervising other employees
- Supervisor of Level 3 Staff

(g) For employees engaged under Schedule 13 (Outdoor Education), ARDOs which have been accrued but not taken at the time of an employee's termination will be paid at the applicable overtime rate.

(h) Employees engaged under Schedule 8 (School Officers) will be paid weekend penalty rates of 150% of the minimum hourly rate for ordinary hours worked on a Saturday and 200% of the minimum hourly rate for ordinary hours worked on a Sunday, noting that penalty rates for afternoon/night shift, evening, weekend (Saturday or Sunday) and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(i) Employees engaged in classifications under Schedule 14 (Boarding Schools Supervision Staff) whose hours are not averaged will be paid weekend penalty rates of 125% of the minimum hourly rate for ordinary hours worked on a Saturday and 175% of the minimum hourly rate for ordinary hours worked on a Sunday, noting that penalty rates for afternoon/night shift, evening, weekend (Saturday or Sunday) and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(j) The following shiftwork definitions will apply to employees engaged under Schedule 11 (Nurses):

Shiftwork is defined as:

(a) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 4, and at or before midnight;

(b) night shift is a shift which is not a day shift and which finishes after midnight and at or before the commencement of the relevant spread of ordinary hours identified in clause 4.

(k) Building and Construction Classification employees will be paid:

(i) Weekend penalty rates of 150% of the minimum hourly rate for ordinary hours worked on a Saturday and 200% of the minimum hourly rate for ordinary hours worked on a Sunday, noting that penalty rates for afternoon/night shift, evening, weekend (Saturday or Sunday) work and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(ii) Public holiday rates of 250% of the minimum hourly rate for ordinary hours worked will be paid for hours worked on a public holiday, unless the employer and the employee have agreed to the employee taking time off instead of payment, in which case the employee will be paid the minimum hourly rate for work on the public holiday. An employee and employer may agree to substitute a day or part of a day for a public holiday.

(iii) Shiftwork rates of 115% will apply for afternoon/night shift, noting that penalty rates for shiftwork, weekend and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty.

(iv) Shiftwork is defined as:
1. afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 4, and at or before midnight;
2. night shift is a shift which is not a day shift and which finishes after midnight and at or before the commencement of the relevant spread of ordinary hours identified in clause 4.

(v) For overtime worked on a Saturday, employees will be paid 150% of the minimum rate for the first 3 hours and 200% of the minimum hourly rate thereafter. For overtime worked on a Sunday or a public holiday, employees will be paid 200% of the minimum hourly rate. Noting that penalty rates for afternoon/night shifts, evening, weekend (Saturday and Sunday) work and overtime are not cumulative and where more than one penalty or overtime rate may apply, the employee will be entitled to the highest single penalty,

(l) As an alternative to payment of overtime for employees engaged under Schedule 14 of the Agreement (Boarding Schools Supervision Staff) whose hours are not averaged and Building and Construction Classification employees:

(a) An employee and school may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;
(ii) that the school and employee agree that the employee may take time off instead of being paid for the overtime;
(iii) that, if the employee requests at any time, the school must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
(iv) that any payment mentioned in this clause must be made in the next pay period following the request.

(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

(e) Time off must be taken:
(i) within the period of 6 months after the overtime is worked; and
(ii) at a time or times within that period of 6 months agreed by the employee and school.

(f) If the employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, the school must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in sub-clause (e) the school must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The school must keep a copy of any agreement under this clause as an employee record.

(i) A school must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the FW Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the school and the employee, instead of being paid for overtime worked by the employee. If the school agrees to the request then this clause will apply, including the requirement for separate written agreements under clause (b) *for overtime that has been worked.*

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which this clause applies has not been taken, the school must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

(m) all casual employees (excluding casual teachers) who work overtime hours as set out in the Agreement will be paid the applicable casual hourly rate (inclusive of 25% loading) plus the applicable overtime rate.

I have the authority given to me by LCAQD and PLCG provide this undertaking in relation to the application before the Fair Work Commission.

_____ 25 January 2021

Signature **Date**