

# EB10

CATHOLIC  
EDUCATION  
ENTERPRISE  
BARGAINING

**Catholic Employers**

**Single Enterprise**

**Collective Agreement**

**Religious Institute Schools of  
Queensland**

**2023-2026**

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## **PART 1 APPLICATION AND OPERATION**

### **1.1 Title**

This document will be known as the Catholic Employers Single Enterprise Collective Agreement – Religious Institute Schools of Queensland 2023-2026 (**this Agreement**).

### **1.2 Commencement Date**

1.2.1 This Agreement will operate seven (7) days after approval from the Fair Work Commission in accordance with the Act.

1.2.2 This Agreement will remain in force until 30 June 2026 unless otherwise agreed in terms of the provisions of the Act.

1.2.3 Where this Agreement specifies an earlier operative date in relation to a particular provision, then that provision will operate from that date for all applicable employees employed at that earlier date.

1.2.4 For the purposes of subclause 3 and consistent with the Act, an “applicable employee” is one who is employed by the employer at the time this Agreement commences to operate.

### **1.3 Definitions**

1.3.1 “Act” means *Fair Work Act 2009*.

1.3.2 “Clause” is the number reference to wording in this Agreement that is identified by 2 numbers separated by a “.” and may be divided into a number of subclauses.

*For example, see clause 1.6 (Application of the National Employment Standards).*

*Note:*

- *See Definition of “Subclause” (1.3.11)*

1.3.3 “Compassionate leave” is defined in [section 104 of the Act](#) with provisions also outlined in clause 8.10 (Compassionate Leave) of this Agreement.

1.3.4 “Duty” in relation to a teacher, includes all tasks related to the educational development of students and tasks concerned with the maintenance of good order and behaviour.

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

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

1.3.5 “Fixed-term appointee” is defined as an employee appointed by the school to accommodate an identifiable short term need – see clause 3.3 (Fixed-Term Contracts) of this Agreement.

1.3.6 “Immediate family” is defined in [section 12 of the Act](#) and means, for the purposes of this Agreement:

- (a) a spouse (or former spouse), de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner of the employee.

- 1.3.7 "NES" means the National Employment Standards provided for in the Act.
- 1.3.8 "Party" means, for the purposes of this Agreement, an employer, an employee or a union which is covered by this Agreement.
- 1.3.9 "Personal leave/Carer's leave" is defined in [section 97 of the Act](#) with provisions also outlined in clause 8.5 (Personal/carer's leave) of this Agreement.
- 1.3.10 "QCAA" means the Queensland Curriculum and Assessment Authority, or its successor, and is responsible for kindergarten guideline and senior secondary syllabus development, and for providing resources and services to help teachers develop curriculum, teaching and learning programs from kindergarten to Year 12. It also provides testing, assessment, moderation, certification and vocational education and training services to Queensland's education community.
- 1.3.11 "Subclause" for the purposes of this Agreement means the subclause of a clause and has 3 numbers each separated by a "." with the first 2 numbers being the same as the clause and the last digit referencing the subclause.
- For example, clause 1.4 has 5 subclauses and one of those subclauses includes a reference to "subclause 2", which is a reference to clause 1.4.2.*
- 1.3.12 "Teacher" means and includes any employee other than the Principal, who is ordinarily engaged in teaching full-time or part-time on the staff of a school.
- The term also includes any teacher engaged in giving class instruction in physical education, commercial subjects, home science, agricultural subjects, art, music, manual training subjects or such other subjects approved by the Queensland Curriculum and Assessment Authority (QCAA).
- The term also includes teachers who are seconded to the following organisations:
- (a) Brisbane Catholic Education;
  - (b) The Catholic Education Offices (Dioceses of Toowoomba, Cairns, Townsville, and Rockhampton);
  - (c) the Queensland Catholic Education Commission;
  - (d) the Association of Independent Schools of Queensland; and
  - (e) the Queensland Curriculum and Assessment Authority.
- 1.3.13 "Term-time employee" is an employee, other than a teacher or a casual, who is engaged to work:
- (a) thirty-eight (38) ordinary hours per week but less than fifty-two (52) weeks per annum; or
  - (b) less than thirty-eight (38) ordinary hours per week and less than fifty-two (52) weeks per annum.
- Note:*
- Specific terms and conditions applicable to term-time employees are contained in Schedule 11 (Term-Time Employees other than Teachers).*
- 1.3.14 "Union" means the Independent Education Union of Australia (IEUA) (which includes, where appropriate to the context, the Independent Education Union of Australia – Queensland and Northern Territory Branch (IEUA-QNT)), the Australian Nursing and Midwifery Federation, Queensland Branch/Queensland Nurses Union of Employees (ANMF/QNU) and/or any other organisation which is registered pursuant to the *Fair Work (Registered Organisations) Act 2009* and which is eligible to cover an employee to which this Agreement applies.

- 1.3.15 "Year of Service" for the purpose of assessing the salary payable to a teacher will be determined by their qualifications and years of teaching service in a school or equivalent:
- (a) controlled by the Queensland Department of Education; or
  - (b) accredited by the Queensland Non-State Schools Accreditation Board (or its successor).
- 1.3.16 For the purposes of the subclause 15 definition and to avoid doubt:
- (a) teaching service in an interstate or overseas school equivalent to a school outlined in subclause 15(a) or (b) are included in the definition; and
  - (b) the definition does not have retrospective effect and will not apply to the assessments of the salary payable to teachers made in accordance with the provisions of enterprise agreements that applied prior to the operation of this Agreement.

#### **1.4 Coverage**

1.4.1 This Agreement will cover the following employers:

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

1.4.2 This Agreement will cover any employee of the employers identified in clause 1.4.1 who:

- (a) is, subject to subclause 4, covered by the *Educational Services (Teachers) Award 2020* and the *Educational Services (Schools) General Staff Award 2020*;
- (b) is employed to work in a school accredited by the Non-State School Accreditation Board (NSSAB) of Queensland or its successor; and
- (c) reports through to, and works under the direction of, the school's Principal.

- 1.4.3 In addition to the employees prescribed in subclause 2, this Agreement will also cover any employee of the employers identified in subclause 1 who is employed in a school as a deputy Principal.
- 1.4.4 This Agreement does not cover the following employees who are covered by the *Educational Services (Schools) General Staff Award 2020*:
- (a) instructional services (sport) employees;
  - (b) trainees; and
  - (c) apprentices.
- 1.4.5 Employees covered by this Agreement may have different conditions applying to them depending on whether they are:
- (a) teachers (see clause 1.3 Definitions);
  - (b) counsellors (see Part 9); or
  - (c) general employees.

1.4.6 General employees are not teachers or counsellors and mean:

- (a) school officers who provide the following services:
  - (i) classroom support – principal duties to provide support to teachers and students in a primary or secondary classroom, individual students or groups of students.
  - (ii) administration – principal duties are in the functional areas of a school’s business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources, information/record management and property/facilities management.
  - (iii) curriculum/resources – principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a student technology centre.
  - (iv) wellbeing services – principal duties are to support the health and wellbeing of students (and employees where appropriate), such as first aid, home/school liaison, youth worker and counsellors except those counsellors covered by the following clauses of this Agreement:
    - (A) clause 6.2 (Guidance Counsellors – Teacher);
    - (B) clause 6.4 (Guidance Counsellors – Without Teacher Qualifications);
    - (C) clause 6.5 (Counsellors (without teacher qualifications)); and
    - (D) clause 6.6 (Career Counsellor/Career Advisor (Teacher)).
  - (v) instructional services – Principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of the teaching staff.

*Example: music tutor/instructor*

- (b) nurses;
- (c) boarding supervision staff;
- (d) children services employees; and
- (e) services staff (are not teachers, school officers, nurses, boarding supervision staff or children services employees) including, but not limited to:
  - (i) building and building maintenance employees;
  - (ii) retail employees;
  - (iii) greenkeeping and grounds employees;
  - (iv) catering;
  - (v) domestic/housekeeping employees;
  - (vi) drivers of motor vehicles and associated duties;
  - (vii) cleaners;
  - (viii) caretakers; and
  - (ix) security employees.

**1.5 Access to the Agreement and the National Employment Standards**

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

**1.6 Application of the National Employment Standards**

This Agreement will be read and interpreted in conjunction with the NES. Where there is any 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.

## **PART 2 CONSULTATION, DISPUTE RESOLUTION AND REDUNDANCY**

### **2.1 Consultative Arrangements**

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

#### *College/School Structures*

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

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

#### *EBCC*

2.1.3 An Enterprise Bargaining Consultative Committee (**EBCC**) can also be an important element in the consultative structure within a college/school.

2.1.4 The purpose of the EBCC is to:

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

2.1.5 To avoid doubt and for the purposes of subclause 4(e), where there are individual or small group workload issues, they should be raised by the relevant employee(s) through the usual management processes that exist at the college/school.

#### *Establishing an EBCC*

2.1.6 The employer must establish an EBCC at each college/school if and while there are employees elected as members of the EBCC in accordance with subclause 11(b) and (c)(i) and (ii).

2.1.7 The process of forming an EBCC each year is initiated by the principal giving employees referred to in subclause 11(c) an opportunity to express an interest in being a member of the EBCC (**expression of interest opportunity**).

2.1.8 The principal must:

- (a) provide the expression of interest opportunity by the fifth week of Term 1; and
- (b) if an EBCC must be established in accordance with subclause 6 for a particular school year, an EBCC meeting must take place by the end of Term 1.



- 2.1.9 The employer will determine:
- (a) the charter of the EBCC in consultation with EBCC; and
  - (b) an allocation of time for meetings having regard to the hours of duty provisions.

*Membership of EBCC*

- 2.1.10 Membership of the EBCC is voluntary.
- 2.1.11 Subject to subclause 12, the EBCC will reflect the staffing structure of the college/school and must include:
- (a) two (2) persons appointed by the college/school employing authority;
  - (b) one (1) union member elected by the IEUA college/school chapter;
  - (c) three (3) members, one elected from each of the following staff areas:
    - (i) Teaching;
    - (ii) school officer; and
    - (iii) services staff.
- 2.1.12 An EBCC can still be established if a services staff employee is not elected as a member of the EBCC.
- 2.1.13 If a member of the EBCC identified in subclause 11(c)(i), (ii) or (iii) withdraws from their membership of the EBCC during the year they have been elected, then the principal will provide, as soon as practicable, an expression of interest opportunity for that vacancy to be filled for the remainder of that year.
- 2.1.14 If the vacancy is not filled following the expression of interest opportunity in subclause 13, then the EBCC will continue for the remainder of the year provided there is:
- (a) at least 1 member on the EBCC from subclause 11(c)(i), (ii) or (iii); and
  - (b) a union member pursuant to subclause 11(b),
- still on the EBCC for the remainder of that year.
- 2.1.15 When appropriate, other relevant personnel may be invited for input on specific issues.

**2.2 Consultation Regarding Major Workplace Change**

*Major Change*

- 2.2.1 Where an employer has made an in-principle decision to introduce major changes in production, program, organisation, structure and/or to introduce new technology that is likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and will undertake consultation as provided in this clause.
- 2.2.2 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and advises the employer of the identity of the representative, then the employer must recognise the representative.
- 2.2.3 Consultation must commence as early as practicable after an in-principle decision has been made by the employer to make the changes referred to in subclause 1.
- 2.2.4 The employer will consult with the employees affected and their representatives, if any, in relation to: the introduction of the changes referred to in subclause 1; the effects the changes are likely to have on employees; and measures to avert or mitigate the adverse effects of such changes on employees. For the purposes of the consultation, such information will be provided to relevant employees (and their representative(s)) in writing, however, the employer is not required to disclose confidential or commercially sensitive information.

- 2.2.5 The employer will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes as part of making a final decision.
- 2.2.6 In subclause 1, “significant effects” include: termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities (including promotion opportunities or job tenure); the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.
- 2.2.7 If a term in this Agreement makes provision for a major change referred to in subclause 1, then subclauses 3 to 5 are taken not to apply.
- 2.2.8 Where an in-principle decision is made by the employer to contract out work currently being done by a school employee(s), that decision will be deemed to be a major change for the purposes of this clause. In such circumstances the employer will consult with the affected employee(s) and the relevant union(s) before a decision on this matter is finalised.
- Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave and does not result in a school employee(s) being disadvantaged.
- Change to Regular Roster or Ordinary Hours of Work*
- 2.2.9 If the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees:
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses 10 to 14 apply.
- 2.2.10 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 2.2.11 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 2.2.12 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 2.2.13 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.2.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

- 2.2.15 In this clause: *relevant employees* means the employees who may be affected by a change referred to in subclauses 1 and 9.
- 2.3 Workload/Intensity of Work (Managing Significant Change from Regulatory Requirements)**
- 2.3.1 Consideration will be given to the nature and implementation of changes that:
- (a) result from regulatory requirements; and
  - (b) are likely to have significant effects on employees as referred to in clause 2.2.6.
- 2.3.2 Before any change referred on in subclause 1 is introduced, that proposed change will be subject to consultation with:
- (a) all employees potentially affected by the proposed change; and
  - (b) the EBCC referred to in clause 2.1.
- 2.3.3 For the purposes of consultation referred to in subclause 2, where relevant, the following matters will be considered:
- (a) the Mission Statement of the school/system;
  - (b) identification of the matters to be implemented;
  - (c) clarification of the process of implementation;
  - (d) clarification of the relevant structures to be implemented;
  - (e) the resource support to be provided to staff. Consideration shall be given to the planning, implementation and evaluation of the change when determining this support;
  - (f) the time frame for implementation;
  - (g) the on-going role of staff in the process of implementation;
  - (h) the structures and process by which relevant staff may acquire appropriate professional development, where necessary;
  - (i) appropriate staffing formula;
  - (j) identification of the short term and on-going impact on workload of the staff from the process of implementation;
  - (k) identification of the technology hardware, software and associated professional development needed to implement the change; and
  - (l) identification of teacher support, in particular for data entry and other clerical support, classroom resource development and other tasks associated with implementation of the change.
- 2.3.4 School Based Trials
- (a) The change may be trialled by an employer in an endeavour to respond to issues of workload and intensity of work.
  - (b) If the employer proposes a trial, then this will also be the subject of consultation with:
    - (i) all employees potentially affected by the trial; and
    - (ii) the EBCC referred to in clause 2.1 of the school.
  - (c) Terms of reference will be established at the commencement of a trial and should include the following:
    - (i) identification of the matter(s) to be trialled;
    - (ii) clarification of the process of trialling;

- (iii) determination of the realistic time frame for the trial;
- (iv) clarification of roles;
- (v) identification of the necessary resources; and
- (vi) determination of the review process.

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

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

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

## 2.4 Procedures for Preventing and Settling Disputes

2.4.1 If a dispute relates to:

- (a) a matter arising under this Agreement;
- (b) the National Employment Standards; or
- (c) a matter between an employee(s) and an employer in respect to any industrial matter, this clause sets out procedures to settle the dispute.

2.4.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

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

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

2.4.5 The Fair Work Commission may deal with the dispute in 2 stages:

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

*Note:*

- *If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.)*
- *A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

2.4.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

- 2.4.7 To avoid doubt, the parties record that the reference to disputes or grievances in respect to any industrial matter includes disputes or grievances in relation to whether the employer had reasonable grounds for refusing a request under the NES for flexible working arrangements or an application to extend unpaid parental leave.
- 2.4.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

## **2.5 Agreement Flexibility**

- 2.5.1 Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) allowances;
  - (c) leave loading;
  - (d) overtime rates; and
  - (e) penalty rates.
- 2.5.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 2.5.3 The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in subclause 1; and
  - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 2.5.4 The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under eighteen (18) years of age, the employee's parent or guardian;
  - (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 2.5.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 2.5.6 Except as provided in subclause 4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 2.5.7 Where an employee or an employer seeks to enter into an agreement as provided by this clause, the initiating party must provide a written proposal. Where the employer initiates the proposal and where the employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language and the opportunity to seek advice and assistance, to ensure the employee understands the proposal.
- 2.5.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.

2.5.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

## **2.6 Redundancy**

### *Consultation Before Terminations*

2.6.1 Where an employer makes an in-principle decision that the employer no longer requires the job done by the employee to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision is likely to result in termination of employment, the employer will consult with the employee in accordance with clause 2.2 (Consultation Regarding Major Workplace Change) of this Agreement.

### *Transfer to Lower Paid Duties*

2.6.2 Where an employee agrees to be transferred to lower paid duties for reasons set out in subclause 1, the employee is entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated.

2.6.3 For the purposes of subclause 2, the employer may, at the employer's option, make payment in lieu of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.

2.6.4 For the purposes of subclause 3, the amounts must be worked out on the basis of:

- (a) the ordinary working hours to be worked by the employee; and
- (b) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- (c) any other amounts payable under the employee's employment contract.

### *Time off During Notice Period*

2.6.5 Where a decision has been made to terminate an employee in the circumstances outlined in subclause 1, the employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

2.6.6 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

2.6.7 For the purposes of subclause 6, a statutory declaration will be sufficient.

### *Employee Leaving During Notice*

2.6.8 An employee whose employment is terminated for reasons set out in subclause 1 may terminate such employment during the period of notice and, subject to subclause 9, be entitled to the same benefits and payments under this clause had the employee remained in employment with the employer until the expiry of such notice.

2.6.9 The employee will not be entitled to receive payment in lieu of any part of the notice period remaining after the employee ceased to be employed.

### *15 or More Employees Affected*

2.6.10 For information purposes only, where a decision has been made to terminate 15 or more employees in the circumstances outlined in subclause 1, the Act outlines obligations for the employer to:

- (a) notify Centrelink; and



- (b) notify and consult the relevant union if reasonably expected to have known that one or more employees was a member of the union.

*Redundancy Pay*

- 2.6.11 In addition to the period of notice prescribed for ordinary termination, and subject to further order of the Fair Work Commission, an employee whose employment is terminated for reasons set out in subclause 1 is entitled to the following amounts of redundancy pay at the employee’s base rate of pay for ordinary hours of work:

Period of Continuous Service	Redundancy Pay (weeks’ pay)
Less than 1 year	nil
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	7
At least 4 years but less than 5 years	8
At least 5 years but less than 6 years	10
At least 6 years but less than 7 years	11
At least 7 years but less than 8 years	13
At least 8 years but less than 9 years	14
At least 9 years	16

- 2.6.12 “base rate of pay” has the same meaning as that outlined in [section 16\(1\) of the Act](#).

*Alternative Employment*

- 2.6.13 An employer may make application to the Fair Work Commission in accordance with section 120 of the Act to have the prescribed redundancy pay in subclause 11 reduced (including to nil) if the employer:

- (a) obtains acceptable alternative employment for an employee; or  
(b) cannot pay.

*Employees Exempted*

- 2.6.14 Subclause 11 (Redundancy Pay) does not apply to:

- (a) employees whose period of continuous service with the employer is less than 12 months; or  
(b) employees of a small business employer as defined in section 23 of the Act; or  
(c) employees who are not entitled to redundancy pay due to the operation of section 122 of the Act.

- 2.6.15 This clause does not apply to:

- (a) an employee who is terminated because of serious misconduct; or  
(b) employees engaged for a specific period or task(s); or  
(c) casual employees.

## PART 3 TYPES OF EMPLOYMENT

### 3.1 Type of Employment

3.1.1 Subject to subclause 2, employees under this Agreement will be employed in one of the following categories:

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

*Note:*

*Relevant clauses for the above types of employment are outlined in this Agreement as follows:*

- *For Job share employment for all employees – see clause 3.2*
- *For fixed-term employment for teachers and school officers – see clause 3.3*
- *For flexible working arrangements – see clause 3.5*
- *For teachers – see Part 4*
- *For general employee – see Part 5*
- *For counsellors – see Part 6*

3.1.2 Employees may be employed on multiple contracts of employment in accordance with clause 3.4 of this Agreement.

### 3.2 Job Share

The following provisions provide the minimum requirements for job share guidelines:

**Table 1**

Definition	Job share is a voluntary arrangement in which a full-time continuing position, occupied by a full-time continuing employee, is divided between that employee and another suitable employee. Both employees will share responsibility for the position for a fixed-term period.
Principles underpinning the guidelines	Job share arrangements are arrangements entered into at an employee's initiative. No employee will be coerced into taking up or converting to such a position.
Size of school ratio	The number of job share positions offered in any school will not normally exceed one (1) to seven (7) – (one job share position to seven full-time positions). The employer may vary the ratio above the maximum of 1:7 where necessary or desirable.
Subsequent appointment	At the conclusion of the job share period both employees return to the position as designated in the relevant letter of appointment and the employment status each held before the job-share began.

Length of appointment	Job share positions are usually for one school year. Job share positions may be for shorter periods and may be negotiated at the end of each year for a subsequent period.
Arrangements	<p>Arrangements of the job share position will be detailed in a document signed by the employer/Principal and employees and will include but not limited to: days/hours worked, communication protocols, planning time, non-contact time, excursions, parent – teacher interviews, assessment and reporting procedures, playground and bus duty, attendance at staff meetings, timetabled sport and related arrangements, and professional development.</p> <p>The arrangements should outline the protocols to be followed, if for whatever reason, one member of the job share is unable to continue in the position during the period of the job share.</p>
Alterations to arrangements	Alterations to arrangements may be initiated by the employee/s or employer and need to be mutually agreed. Such alterations will require at least two weeks’ notice or a shorter period by mutual agreement, before implementation.
Division of position	The position will generally be divided according to full days but other options may be mutually agreed between the employer and employees.
Rates of pay	Job share employees are to be remunerated on a pro rata basis according to their classification and include reference to any relevant allowances.
Pro rata conditions and benefits	<p>Employees in job share positions will receive on a pro rata basis all entitlements in regard to: annual leave, annual leave loading, personal/carer’s leave, long service leave, superannuation and all other relevant benefits and allowances.</p> <p>Where one employee in a job share position accesses personal/carer’s leave or other short term leave the remaining employee will be offered the relief work. The method of remuneration associated with such relief work will be in accordance with the payment for additional hours that applies to the applicable part-time employee under this Agreement.</p> <p>Usual replacement conditions apply for leave such as long service leave, special leave and parental leave.</p> <p>Where situations of redundancy occur, redundancy provisions will apply to the job share incumbent/s.</p>
Professional development	Job share employees are entitled to access professional development and promotion on the same basis as full-time employees.

Calculation of service	All work done by job-share employees counts towards incremental progression on a pro-rata basis.
Professional development planning days	Teacher job share employees are expected to attend professional development days as designated by the employer. The arrangements will specify remuneration arrangements for such attendance.

### 3.3 Fixed-Term Contracts – Teachers and School Officers

3.3.1 This clause applies to the use of fixed-term contracts for teachers and school officers

(a) Employing authorities are committed to ensure that:

- (i) fixed-term appointments are only used in circumstances where there is a specific identifiable short term need as detailed in subclause 5; and
- (ii) no employee, regardless of category or type of employment, will be employed as a matter of course on a fixed-term contract. To avoid doubt, “category or type of employment” includes: part-time employees; specialist teachers; graduate teachers; learning support employees; and those providing release for Senior Leadership.

(b) Employing authorities will conduct an annual review to identify those fixed-term positions which would more appropriately be designated as continuing positions.

3.3.2 Where a position is identified as a continuing position, an employee will be appointed to such a position on a continuing basis.

3.3.3 Subject to subclauses 5(a) and 10, the maximum period for a fixed-term contract is twelve (12) months or in the case of subclauses 5(e) or (f) for the balance of the calendar year.

3.3.4 It is recognised that in some exceptional circumstances an employee may accept appointment to a series of fixed-term appointments for a series of identifiable short term needs.

3.3.5 An employer will employ an employee on a fixed-term contract of employment only where the employee is appointed to cover an identifiable short term need. An identifiable short term need includes:

- (a) special projects that operate until a specified date of conclusion;
- (b) proposed closure of a school;
- (c) short term funding where the position is reliant on such designated funding;
- (d) filling the position of a specified employee who is on nominated leave from the school;
- (e) filling the position, for the balance of a calendar year, of an employee arising from a resignation, where such position is declared vacant and no suitable permanent employee is available;
- (f) accommodating, organisational changes, temporary enrolment fluctuations in a school resulting from a specific short term factor;
- (g) providing release time for Senior Leadership in a school where the relevant arrangements vary for a specific short term arrangement; and
- (h) employing a person to address class size issues and/or enhance curriculum offerings on a short term basis.

3.3.6 A fixed-term contract of employment will not be used as a probationary period.

- 3.3.7 Where an employer employs an employee on a fixed-term contract, the employer will indicate in the employee's letter of appointment the identifiable short term need, including those identified in subclause 5, which the employee is appointed to fill.
- 3.3.8 The letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.
- 3.3.9 Where the identifiable short term need exists after the twelve (12) month period, a further fixed-term appointment (no longer than twelve (12) months) may be agreed between the parties. Any agreement reached between an employer and an employee as prescribed by this clause will be in writing and signed by both parties:
- (a) where an employer receives short term funding for a specific purpose/project and that funding covers a specified period which is in excess of twelve (12) months then an employee may be appointed for that specified period of time; or
  - (b) where an employee is provided with a period of parental leave in accordance with clause 8.8 (Unpaid Parental Leave) of this Agreement which is in excess of twelve (12) months then an employee may be appointed on a fixed-term contract for that specified period of time; or
  - (c) where an employee commences on a specified period of approved leave (paid and/or unpaid) which is in excess of twelve (12) months then an employee may be appointed on a fixed-term contract for that specified period of time.
- 3.3.10 Where an employee is employed on a fixed-term basis but they believe their employment is not consistent with subclause 5 or if they believe the criteria for their fixed-term employment has changed they may apply to the employer for continuing status.
- 3.3.11 Application Procedure
- (a) Such written application will contain the original reason the employee was given for appointment (where known), information regarding any changed circumstances relevant to the application and the length of time employed on a fixed-term contract.
  - (b) The employer will consider the written request for conversion to continuing status and notify the employee in writing of the decision within one month.
  - (c) If after receiving the employer's notification, the employee believes that their position has not been correctly designated, the employee may seek to resolve the matter in accordance with the formal procedure for preventing and settling disputes contained at clause 2.4 of the collective Agreement. Employees may be assisted by the representative of their choice, including the employee's union.
- 3.3.12 Notwithstanding the above, fixed-term employees are entitled to apply for any other continuing position advertised in accordance with the normal employment processes identified by the relevant employer.

### **3.4 Multiple Contracts of Employment**

3.4.1 Employees may be engaged on separate contracts of employment where any subsequent contract(s) is for a separate and distinct category of work.

3.4.2 For the purposes of subclause 1, separate and distinct categories of work include:

- (a) teachers, except resident teachers (refer clause S3.13 of Schedule 3 of this Agreement);
- (b) counsellors;
- (c) school officers, with each category outlined in clause 1.4.6(a)(i) to (v) considered a separate and distinct category of work;
- (d) nurses;
- (e) boarding supervision staff;
- (f) children services (refer clause 1.4.6(d) of this Agreement); and
- (g) services staff, with each category outlined in clause 1.4.6(e)(i) to (ix) considered a separate and distinct category of work.

3.4.3 An employee may only be employed on separate and distinct contracts:

- (a) on a voluntary basis;
- (b) where the effects of entering into such an arrangement have been explained by the employer; and
- (c) the separate and distinct contracts are recorded in writing and signed by the employee.

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

3.4.5 Where an employee subject to this clause is employed for a total number of hours that are in excess of the maximum hours permitted by this Agreement, overtime provisions will apply for the excess hours.

3.4.6 For the purposes of subclause 5, the maximum hours permitted by this Agreement refers to any hours in excess of 1.0 full-time equivalent (FTE) when the FTE of each separate contract is added together.

*Note –*

*Maximum weekly hours:*

- *For teachers - see clause Schedule 3 of this Agreement;*
- *For general employees – see clauses 5.19 of this Agreement*

### **3.5 Flexible Working Arrangements**

3.5.1 A request for a change in working arrangements will be in accordance with the NES ([including 65](#) and [65A of the Act](#)) and supplemented by this clause.

*Note:*

*A summary of the NES provisions is provided for on the [Fair Work Ombudsman website](#).*

3.5.2 This clause supplements the NES as follows:

- (a) the circumstances referred to in section 65(1A) of the Act (in which an employee may request a change in working arrangements) extends to an employee who cares for elderly parents or grandchildren;
- (b) the details of the change sought in the request by the employee (section 65(3)(b) of the Act) must include the period of time that the change in working arrangements is sought to apply and, if relevant, the date of return to the employee's previous status of employment; and
- (c) a request for flexible working arrangements will not be unreasonably refused by the employer.

## **PART 4 CONDITIONS APPLYING TO TEACHERS**

### **4.1 Application**

4.1.1 The provisions of this Part apply to teachers as defined in clause 1.3.12 of this Agreement.

### **4.2 Part-Time Teachers**

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

4.2.2 A part-time teacher may be employed up to a maximum 0.9 of a full time equivalent in a school or schools operated by an employer, inclusive of the following:

- (a) face to face teaching;
- (b) pastoral care;
- (c) sporting activities which form part of the programmed school day; and
- (d) other duties as described by Schedule 3 (Hours of Duty – Teachers) of this Agreement.

4.2.3 No existing employee will have the basis of his/her employment changed unless the change is agreed to by the employee.

4.2.4 A part-time teacher in:

- (a) secondary schools and in secondary departments of primary schools is entitled to preparation and correction time at the school not less than at the rate of one (1) hour for every five (5) hours of teaching time, which will be paid at the employee's applicable ordinary hourly rate; and
- (b) in a primary school or primary department of a school is entitled to preparation and correction time in accordance with clause S3.4.7 of Schedule 3 of this Agreement.

4.2.5 Part-time teachers may be required to undertake the relevant proportion of supervision duties in paid planning, preparation and correction time (as provided in clause S3.3.5 of Schedule 3 (Hours of Duty – Teachers) of this Agreement).

4.2.6 Payment for the hours of duty for which a part-time teacher is engaged includes payment for the proportionate amount of other duties as provided in Schedule 3 (Hours of Duty – Teachers) of this Agreement.

4.2.7 Details of the contact time, planning, preparation and correction time and other duties will be advised to the part-time teacher at the commencement of the school year.

4.2.8 Throughout the year and in accordance with the provision for additional hours in clause S3.12 of Schedule 3 of this Agreement, a part-time teacher may be requested to undertake additional hours for special activities in accordance with the following:

<b>A teacher engaged for:</b>	<b>Additional hours per term:</b>
20 to 24 hours per week	2 hours
15 to 19 hours per week	1.5 hours
10 to 14 hours per week	1 hour
5 to 9 hours per week	30 minutes
Less than 5 hours per week	Nil



- 4.2.9 The additional hours referred to in subclause 8:
- (a) may be required on a per term basis, or may be aggregated over a semester (a semester being either Terms One and Two, or Terms Three and Four); and
  - (b) will be advised to the teacher at the commencement of the term or semester, as the case may be.
- 4.2.10 If a part-time teacher is requested to undertake additional hours in excess of the hours outlined in subclauses 7 and 8, such hours will be paid at:
- (a) the employee's applicable ordinary hourly rate with the appropriate leave accruals; or
  - (b) the applicable casual hourly rate (with no leave accrual except long service leave accruals) if mutually agreed between the employee and employer.
- 4.2.11 To avoid doubt, the default position for the payment of additional hours worked by a part-time teacher is subclause 10(a) (the applicable ordinary hourly rate).
- 4.2.12 The provisions of clauses 4.11 and 4.12 of this Agreement will apply to part-time teachers: Provided that a part-time teacher will be deemed to have completed a year of service, for the purpose of this clause and this clause only, when the aggregate amount of time paid in respect of work performed is 1,200 hours. Prior to 1 January 2013 the aggregate amount in respect to work performed was 1,000 hours.
- 4.2.13 Payment will also be made at the prescribed rate to a part-time teacher whose class or classes are not available unless notice of the unavailability of such classes has been given to the part-time teacher on the preceding school day.
- 4.2.14 For All Hallows' School:
- (a) the preparation and correction time referred to in subclause 4(a) will apply to all part-time teachers; and
  - (b) the maximum number of contact hours (face to face teaching) for a part-time teacher will be:
    - (i) eighteen (18) hours per week in secondary;
    - (ii) nineteen (19) hours per week in primary; and
    - (iii) twenty-two (22) hours per week for a specialist primary teacher.

### **4.3 Casual Teachers**

- 4.3.1 A casual teacher will be engaged as such in accordance with the provisions of the Act.
- 4.3.2 A casual teacher will be employed:
- (a) for a minimum period of three (3) hours each day; and
  - (b) up to a maximum of eleven (11) consecutive working days in respect of any one engagement.
- 4.3.3 Subject to subclause 2(a), casual teachers will be paid for the hours they are required to work.
- 4.3.4 A casual teacher will be paid an hourly rate calculated by:
- (a) dividing the fortnightly rate of salary prescribed in Schedule 1 – S1.1 (Wages, Salaries and Allowances) to this Agreement for a teacher of equivalent teaching experience and academic qualification by sixty (60); and
  - (b) adding a casual loading of twenty-five per cent (25%) (prior to 1 January 2013 the casual loading was twenty-three per cent (23%)).

- 4.3.5 The casual loading is paid in compensation for not having an entitlement to a range of conditions, including the following:
- (a) paid leave entitlements under this Agreement that do not apply to casual employees (including annual leave, paid personal/carer's leave and compassionate leave);
  - (b) payment for absences on a public holiday;
  - (c) payment in lieu of notice of termination; and
  - (d) Redundancy Pay (clause 2.6).

4.3.6 Casual teachers in secondary schools will be paid for preparation and correction time at the rate of one hour for every five hours of teaching time, but will not receive such payment in respect of the first two (2) days of any one engagement.

4.3.7 For the purposes of salary increments a casual teacher will be deemed to have completed a year of service when the aggregate amount of time paid is 1,200 hours (prior to 1 January 2013 a casual teacher was deemed to have completed a year of service when the aggregate amount of time paid was 1,000 hours).

*Conversion*

4.3.8 Offers and requests for conversion will be in accordance with the provisions of the Act.

*Notes –*

1. [Section 15A of the Act](#) defines the meaning of a casual employee, including engagement requirements.
2. [Division 4A of the NES](#) in the Act prescribes provisions for offer and requests for casual conversion

**4.4 Classification Overview**

4.4.1 Teachers will be classified according to the following table:

<b>Trained Teachers</b>	<b>Classification Level</b>
Permission to Teach	Step 1
	Step 2
3 year trained teachers	Step 1
	Step 2
	Graduate
	Proficient 1
	Proficient 2
	Proficient 3
	Proficient 4
	Proficient 5
	Proficient 6
	Proficient 7
	Proficient 8
Experienced Proficient Teacher	
4 year trained teachers	Graduate
	Proficient 1
	Proficient 2
	Proficient 3
	Proficient 4
	Proficient 5
	Proficient 6
	Proficient 7
	Proficient 8
	Experienced Proficient Teacher

4.4.2 Provisions relating to classifications and progression for four year trained teachers are contained in clause 4.11.

4.4.3 Provisions relating to classifications and progression for three year trained teachers are contained in clauses 4.12.

4.4.4 Provisions relating to classification and progression for permission to teach teachers are contained in clause 4.13.

#### **4.5 Salary and Allowance Increases**

4.5.1 Salary increases are as follows:

- (a) 4% of the applicable salary rate operative as of the first full pay period on or after 1 July 2023;
- (b) a further increase of 3% from the first full pay period on or after 1 July 2024;
- (c) a further increase from the first full pay period on or after 1 July 2025 that will be the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education on or from 1 July 2025;

4.5.2 The allowances listed in Schedule 1 – S1.1 (Wages, Salaries and Allowances) will receive the same percentage increases, from the same dates of application as detailed in subclause 1.

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

4.5.4 Increases will compound over the life of the Agreement.

4.5.5 The salaries and allowances for all classifications are set out in Schedule 1 – S1.1 (Wages, Salaries and Allowances).

#### **4.6 Full Year Salary**

4.6.1 A teacher who has worked (or has been granted paid leave by the employer) for each day of the school year at the particular school will be paid for the full calendar year.

#### **4.7 Proportion of Full Year Salary**

*Completed less than 1 full term of teaching*

4.7.1 Where an employee:

- (a) does not work for the full school year as referred to in clause 4.6.1; and
- (b) has completed less than one full term of teaching (including paid leave granted by the employer),

the employee will be paid in lieu of vacation pay an amount equal to 1/12<sup>th</sup> of their ordinary pay for the period of employment.

*Completed at least 1 full term of teaching*

4.7.2 Where an employee:

- (a) does not work for the full school year as referred to in clause 4.6.1; and
- (b) has completed at least one full term of teaching (including paid leave granted by the employer),

the employee will be paid a proportion of the teacher's annual salary of that year that the teacher's service excluding school vacations bears to a standard school year.

4.7.3 For the purposes of subclause 2:

- (a) the proportion of salary will be calculated on the salary which the employee was receiving either immediately before cessation of employment or immediately before the Christmas vacation period; and
- (b) a standard school year for a teacher with any employer is calculated as:
  - (i) One Standard School Year = Number of weeks in Term 1 + Number of weeks in Term 2 + Number of weeks in Term 3 + Number of weeks in Term 4; and
  - (ii) Number of weeks in a term includes days when:

- (A) a teacher is required to attend work when students are not in attendance; and
- (B) a teacher in a boarding school with boarding responsibilities is required to attend work to fulfil those responsibilities. Such additional time will be identified prior to the beginning of each year to all teachers involved.

#### **4.8 Salary Increments**

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

#### **4.9 Overtime**

4.9.1 A non-resident teacher or a resident teacher required to work in excess of thirty and a half (30.5) hours per week or forty and a half (40.5) hours per week in a secondary school and thirty (30) hours per week or forty (40) hours per week in a primary school, as the case may be, will be paid at the overtime rate prescribed in Schedule 1 – S1.2 of this Agreement for the extra time so worked.

4.9.2 This clause will not apply to a teacher where that teacher is excluded by the provisions of a schedule to this Agreement.

#### **4.10 Moderation Allowance**

4.10.1 A teacher who performs moderation duties and is responsible to a district moderation meeting for the assessment of a subject (or subject area) for Year 11 or 12 will be paid an allowance as per Schedule 1 – S1.2 of this Agreement.

4.10.2 The moderation allowance will not be paid to a teacher who is in receipt of a Middle Leader Tier 1 allowance as described in Schedule 2 of this Agreement.

#### **4.11 Four Year Trained Teachers**

4.11.1 A “Four year trained teacher” means a person appointed as a teacher who holds:

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

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

- (a) A 4 year trained teacher will be appointed at Graduate in the scale at clause 4.4.1 above.
- (b) A 4 year trained teacher will progress from one salary step to a higher salary step by annual increments to Proficient 8 subject to clause 4.8.1 (Salary Increments).
- (c) A 4 year trained teacher who, immediately prior to the commencement of this Agreement:
  - (i) was on the Graduate salary step; and
  - (ii) had not met the requirements of full registration with the Queensland College of Teachers (QCT),

will advance from the Graduate salary step to Proficient 1 pursuant to paragraph (d).

- (d) For the purposes of paragraph (c), the teacher will advance from the Graduate salary step to Proficient 1:

- (i) effective from the first full pay period following this Agreement coming into operation subject to:
    - (A) completing at least 1 year of service on their current salary step (including service prior to this Agreement operating); and
    - (B) clause 4.8 (Salary Increments); or
  - (ii) from the date of completing 1 year of service after this Agreement comes into operation (including service prior to this Agreement operating) subject to clause 4.8 (Salary Increments).
- (e) To avoid doubt, a teacher subject to paragraph (d) will only advance beyond Proficient 1 by further annual increments irrespective of how much service has been completed on the Graduate salary step prior to the commencement of this Agreement.

*Example 1:*

*Prior to the commencement of this Agreement, a full-time 4 year trained teacher has 3 years of service on the Graduate salary step as the teacher did not have full QCT registration to increment as required by the enterprise agreement this Agreement replaced. The teacher will:*

- *increment to Proficient 1 in the first full pay period after this Agreement commences (2023) – paragraph (d)(i);*
- *increment to Proficient 2 after a further 1 year of service (2024) – paragraph (b); and*
- *increment to Proficient 8 by annual increments thereafter – paragraph (b).*

*Example 2:*

*Prior to the commencement of this Agreement, a full-time 4 year trained teacher has 6 months service on the Graduate salary step. On a further 6 months of service after the Agreement operates, the teacher will increment to Proficient 1. In accordance with paragraph (b), the teacher will:*

- *increment to Proficient 2 after a further 1 year of service (2024); and*
- *increment to Proficient 8 by annual increments thereafter.*

## **4.12 Three Year Trained Teacher**

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

- (a) A three (3) year trained teacher will be appointed at Step 1 of the scale at clause 4.4.1 above.
- (b) A three (3) year trained teacher will progress from Proficient 1 Step 1 to Proficient 4 (subject to clause 4.8) by annual increment.
- (c) Except as provided by subclause 2 (Additional Qualifications) and 3 (Professional Development), or as otherwise provided by this Agreement, a three (3) year trained teacher will progress from Proficient 4 to Proficient 8 by completing two (2) years' service (subject to clause 4.8 (Salary Increments) on each of Proficient 4, 5, 6, and 7.
- (d) A 3 year trained teacher who, immediately prior to the commencement of this Agreement:
  - (i) was on the Graduate salary step; and
  - (ii) has not met the requirements of full registration with the Queensland College of Teachers (QCT),

will advance from the Graduate salary step to Proficient 1 in accordance with paragraph (e).

- (e) For the purposes of paragraph (d), the teacher will advance from the Graduate salary step to Proficient 1:
- (i) effective from the first full pay period following the commencement of this Agreement subject to:
- (A) completing at least 3 years of service; and
- (B) clause 4.8 (Salary Increments); or
- (ii) from the date of completing 3 years of service after this Agreement comes into operation (including service prior to this Agreement operating) subject to clause 4.8 (Salary Increments).
- (f) To avoid doubt, a teacher subject to subparagraph (e) will only advance beyond Proficient 1 by further increments in accordance with paragraphs (b) and (c) irrespective of how much service has been completed on the Graduate salary step prior to the commencement of this Agreement.

*Example:*

*Prior to the commencement of this Agreement, a full-time 3 year trained teacher has 3 years of service on the Graduate salary step as the teacher did not have full QCT registration to increment as required by the enterprise agreement this Agreement replaced. The teacher will:*

- *increment to Proficient 1 in the first full pay period after this Agreement commences (2023) – paragraph (e);*
  - *increment to Proficient 2 after a further 1 year of service (2024) – paragraph (b);*
  - *increment to Proficient 3 and 4 by further annual increments – paragraph (b);*
  - *increment to Proficient 5 up to Proficient 8 by completing 2 years of service on each preceding increment – paragraph (c).*
- (g) Subject to clause 4.8 (Salary Increments), subclause 2 (Additional Qualifications) and 4.15 (Experienced Proficient Teacher), a three (3) year trained teacher will progress from Proficient 8 to Experienced Proficient Teacher by completing six (6) years of full-time equivalent service at Proficient 8.

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

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



Salary Step – Clause 4.4.1	Salary Step – Clause 4.12.2
Step 1	Graduate
Step 2	Proficient 1
Graduate	Proficient 2
Proficient 1	Proficient 3
Proficient 2	Proficient 4
Proficient 3	Proficient 5
Proficient 4	Proficient 6
Proficient 5	Proficient 7
Proficient 6 and 7	Proficient 8

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

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

- (a) Notwithstanding the provisions of subclause 1(c), a 3 year trained teacher may apply for progression by annual increments from Proficient 4 to 8 subject to the following conditions:
- (i) completion of at least twelve (12) months service on Proficient 4;
  - (ii) participation in one hundred and fifty (150) hours of accredited professional development activities to be achieved at an annual average rate of not less than thirty (30) hours (five (5) days) and to be undertaken outside the hours engaged in teaching; and
  - (iii) provision of a statement outlining the knowledge and skills acquired through participation in professional development.
- (b) Applications for progression identified in paragraph (a) will be made through the Principal of the school and be subject to assessment and recommendation to the employer by a panel consisting of:
- (i) a representative of the school;
  - (ii) a representative of the teacher seeking progression; and
  - (iii) a representative jointly agreed to.
- (c) Applications for progression identified in paragraph (a) will include:
- (i) certification of participation in accredited professional development activities by activity providers; and
  - (ii) a brief statement on a standard agreed, outlining the additional knowledge and skills acquired and their application in the teacher's work.
- (d) No teacher will be required to undergo classroom or other inspection for the purposes of certification.
- (e) The review panel identified in paragraph (b) will make a recommendation to the employer as to whether in its opinion the teacher has satisfied the eligibility criteria in paragraph (a).

- (f) A teacher who is assessed by the review panel as having satisfied the requirements contained in paragraph (a) will be entitled to progress to the next incremental pay step (Proficient 4 to 8 as appropriate) effective from their date of application or on the completion of twelve (12) months' service on their current incremental step (whichever is the later).

#### **4.13 Permission to Teach**

4.13.1 An employee who holds Permission to Teach (PTT) issued by the Queensland College of Teachers (QCT) will:

- (a) be paid the rate applicable to a three year trained teacher at Step 1 or Step 2 at the discretion of the employer;
- (b) be entitled to all other conditions applying to teachers pursuant to this Agreement;
- (c) not progress beyond the applicable salary step 1 or 2 outlined in paragraph (a) until registered as a teacher with the QCT; and
- (d) not have service while holding PTT recognised as teaching service for the purposes determining their teacher classification upon registration with the QCT.

4.13.2 An employee who is paid at Step 1 pursuant to subclause 1(a) may submit a written application to the employer to progress to Step 2 and the employer may, at its discretion, approve the progression having regard to:

- (a) the experience and performance of the employee;
- (b) the progression of the employee towards completing required tertiary qualifications to become registered as a teacher with QCT; or
- (c) any professional development undertaken by the employee as part of the required tertiary qualifications or as part of their employment.

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

4.14.1 Where a teacher is appointed to a position of leadership, that teacher will be:

- (a) deemed to progress through the incremental steps as provided in clauses 4.11 and 4.12 on the basis of their total years of service as a teacher; and
- (b) be paid in accordance with Schedule 2 (Positions of Leadership) of this Agreement.

#### **4.15 Experienced Proficient Teacher**

4.15.1 A teacher (other than a casual teacher) will be eligible to access the Experienced Proficient Teacher (EPT) classification provided that:

- (a) the teacher has completed three years of full-time equivalent service on Proficient 8; and
- (b) a discussion occurs between the employer and the teacher which will be informed by the focus areas and descriptors of the Australian Professional Standards for Teachers (APST) at the Highly Accomplished Teacher career stage.

4.15.2 For part-time teachers, a completed year of service for this clause is deemed to be the same as provided for in clause 4.2.12 of this Agreement (namely, the performance of an aggregate of 1,200 hours of paid work).

4.15.3 For the purpose of this clause, all recognised relevant service with the employer or another employer, will be recognised.

4.15.4 Notwithstanding when the discussion occurs pursuant to subclause 1(b)), the date of payment as an Experienced Proficient Teacher will be the date of eligibility consistent with subclause 1(a).

*Note –*

*Clause 4.12.1(g) requires a 3 Year Trained Teacher to have completed 6 years of full-time equivalent service on Proficient 8 to be eligible for EPT.*

#### **4.16 Highly Accomplished and Lead Teacher (HAT or LT)**

4.16.1 Definitions for this clause are as follows:

- (a) 'AITSL' means the Australian Institute of Teaching and School Leadership.
- (b) 'APST' means the Australian Professional Standards for Teachers.
- (c) 'Certification/recertification period' is five (5) years from date of approval from the certifying authority.
- (d) 'Certifying Authority' means the Queensland College of Teachers (QCT) or other certifying body.
- (e) 'Highly Accomplished Teacher' is a teacher who holds certification as a Highly Accomplished Teacher (HAT).
- (f) 'Lead Teacher' is a teacher who holds certification as a Lead Teacher (LT).

##### *Certification and Renewal of Certification*

4.16.2 Certification and renewal will be consistent with the APST and AITSL guidelines and in accordance with the requirements and operational procedures of the certifying authority.

4.16.3 Appeals related to certification and renewal will be in accordance with the requirements and operational procedures of the certifying authority.

##### *Remuneration Level*

4.16.4 A HAT or LT who has more than the equivalent of five (5) years' (i.e. 6000 hours) teaching experience will be classified and paid at the HAT or LT level of Schedule 1 – S1.1 (Teachers).

4.16.5 Years of teaching experience will be deemed to include all teaching service which is recognised for the purpose of classifying a teacher covered by this Agreement.

##### *Roles and Duties*

4.16.6 Roles and duties undertaken by a teacher classified as HAT or LT will be identified and confirmed by consultation between the teacher and the employer.

4.16.7 Such roles and duties will fall within the HAT or LT descriptors established in the APST.

##### *Positions of Leadership*

4.16.8 Teachers who hold positions of leadership will be eligible to apply for HAT or LT in accordance with the requirements of this clause.

4.16.9 Where a teacher holds the HAT or LT classification and a position of leadership, the total remuneration paid will be the greater of the applicable salary rates.

##### *Currency*

4.16.10 Teachers must maintain the currency of their certification as HAT or LT for their classification and payment to be continued.

4.16.11 Where renewal is not confirmed, or if the certification is otherwise revoked by the certifying authority, teachers will be paid on the Proficient scale in accordance with their teaching service as provided for in this Agreement.

4.16.12 Teachers are responsible for providing original or certified copies of their documentation to their employer for verification and action and clause 4.20 (Timely Notification of Qualifications and Experience) applies.

*Portability*

- 4.16.13 Teachers who have been certified as HAT or LT by the QCT or another certifying body whose processes comply with those of the AITSL will be classified as HAT or LT by Catholic employers in Queensland.
- 4.16.14 Teachers new to Queensland Catholic education who are certified as HAT or LT, and who meet the teaching service requirement in subclause 4 above, will be classified as a HAT or LT for the duration of their remaining HAT or LT certification period.

*Quota*

- 4.16.15 No quotas are applicable to these classifications.

**4.17 Positions of Leadership**

- 4.17.1 All appointments to Positions of Leadership will be made in accordance with Schedule 2 of this Agreement.

**4.18 Recognition of Prior Non-Teaching Service and Experience for Teachers**

- 4.18.1 This clause applies to all teachers and applicants for the position of teacher.
- 4.18.2 In accordance with this clause a teacher, or applicant for the position of teacher, may apply to have prior non-teaching service and experience recognised for the purposes of salary classification. Full-time and part-time service and/or experience is recognised.
- 4.18.3 Where an existing employee successfully makes application for the recognition of prior non-teaching service and experience in accordance with this clause, they will be paid at the adjusted rate.
- 4.18.4 Any application for recognition of prior non-teaching service and experience must be made in accordance with clause 4.20 of this Agreement (Timely Notification of Qualifications and Experience).
- 4.18.5 A teacher or applicant for the position of teacher may seek recognition for multiple categories of prior non-teaching employment in one application.
- 4.18.6 Applications for recognition of previous non-teaching service and experience should relate to employment in an area/s relevant to their current teaching role. Recognition will be given only to employment that ceased in the five (5) year period prior to the date of appointment.
- 4.18.7 The five (5) year limitation in subclause 6 may be extended by the employer where special circumstances are demonstrated by the teacher or applicant.
- 4.18.8 The relevance of the prior non-teaching experience must be demonstrated by the employee and accepted by the employer as being applicable to the current teaching role.
- 4.18.9 For the purposes of this clause any prior non-teaching service as an apprentice or trainee will not be recognised as relevant prior service.
- 4.18.10 Should prior non-teaching service and experience be recognised for salary classification purposes, any such recognised service will count on the basis of thirty-three per cent (33%).
- 4.18.11 A teacher who has their classification determined consistent with clauses 4.11 or 4.12 (as applicable) will advance to the appropriate classification determined having regard to both their years of service as a teacher and the quantum of service recognised in accordance with this clause.

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

4.19.1 This clause is to grant an extra salary classification level if the proposed employee has attained more than one (1) degree or a degree plus an honours year in addition to the required teacher qualification study.

*Example -*

*The grant of an extra salary classification refers to the movement from a classification level based on recognised teaching service (eg. Graduate) to the next salary classification level (eg. Proficient 1).*

4.19.2 A teacher must have completed the additional qualifications prior to, or within the initial twelve (12) months, of commencing employment as a teacher to be eligible for the extra salary classification in accordance with this clause.

4.19.3 The increment date for teachers who complete the additional qualifications after commencement of duty will be twelve (12) months (full-time equivalent) from the date of the completed additional qualification.

4.19.4 Bachelor, Honours, Master and Doctoral degrees awarded by recognised universities will be recognised for the purpose of this clause.

4.19.5 Teachers who possess the following combinations of qualifications are eligible to receive the extra salary classification provided by this clause:

- (a) Bachelor's Degree and Honours year plus teacher qualification study; or
- (b) two (2) approved degrees plus teacher qualification study.

4.19.6 The following scenarios are provided for the purpose of examples of the qualifications and classification levels assigned:

- (a) qualifications that would not attract the extra salary classification provided by this clause:
  - (i) Bachelor of Economics + Master of Teaching
  - (ii) Bachelor of Education + Master of Teaching.
- (b) qualifications that would attract the extra salary classification provided by this clause:
  - (i) Bachelor of Economics + Graduate Diploma of Education + Master of Teaching
  - (ii) Bachelor of Arts + Graduate Diploma of Education + Master of Education
  - (iii) Bachelor of Commerce + Bachelor of Commerce (Honours) + Graduate Diploma of Education
  - (iv) Bachelor of Arts + Bachelor of Arts (Honours) + Bachelor of Education
  - (v) Bachelor of Science + Bachelor of Science (Honours) + Bachelor of Education

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

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

4.20.1 Timely Notification of: gaining qualifications; full registration; or certification

- (a) Teachers will provide their employer with timely written advice along with documentary evidence of any changes to: their professional qualifications; or certification as Highly Accomplished Teacher or Lead Teacher, which would bring about adjustment to the teacher's classification.

- (b) If a teacher does provide within six (6) months such written advice and documentary evidence: of having met the requirements for being awarded the qualification; or of certification, then payment for the variation will be effective from the date of meeting these requirements.
- (c) If a teacher does not provide within the timeline outlined above documentary evidence of having met the requirements for being awarded the qualification or certification, then the payment for the variation will be from the date of receipt of the documentary evidence from the teacher.
- (d) Teachers will provide their employer with timely written advice along with documentary evidence of the date of provision to the reviewer of the required portfolio (clause 4.21.2(e)). The outcomes of providing the evidence within, or outside of, six (6) months outlined in paragraphs (b) and (c) above will apply.
- (e) Documentary evidence must be an original or certified copy of an original document.

#### 4.20.2 Timely Notification of Previous Relevant Service

- (a) Teachers will provide their employer with timely written advice along with supporting documentary evidence of relevant employment service which would be relevant to determining the employee's rate of pay.
- (b) Subject to (c) below, if a teacher does provide supporting documentary evidence regarding previous relevant service within six (6) months of commencement of service with the employer, payment for the adjustment will be effective from the date of commencement with the employer.
- (c) Where a provisionally registered teacher is seeking recognition of prior non-teaching service (clause 4.18) the employee must provide the information during the period they are classified as Graduate.
- (d) If an employee does not provide supporting documentary evidence regarding relevant service within six (6) months of commencement, then any payment relating to that service will be applied from the date of receipt of notification from the employee.
- (e) Supporting documentary evidence of previous relevant service should include statements of service. A statement of service from each previous employer(s) should be provided. A statement of service is normally the appropriate proof of prior service and satisfies the criteria at subclause 3 below.
- (f) A statutory declaration may be submitted in lieu of a statement of service in instances where an individual is unable to obtain the necessary documentation from a previous employer. For instance, a school and its records may no longer exist or exist in an area of civil disturbance or natural disaster. A statutory declaration may be submitted only after the employer is satisfied that the employee has exhausted all reasonable avenues to obtain a statement of service. Where a statutory declaration is accepted it should satisfy the criteria at subclause 3 below. The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.

#### 4.20.3 A statement of service should:

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

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

#### 4.20.4 Duty to Notify

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

### 4.21 Support for Graduate Teachers

#### 4.21.1 Induction

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

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

#### 4.21.2 New Graduate Teachers

- (a) Employers recognise the challenges for newly employed graduate teachers as they begin their teaching career. They are committed to the appropriate induction and support for new graduate teachers to assist them with the continuing development of their knowledge, skills and attitudes.
- (b) The graduate teacher mentor programme will be for a minimum period of the graduate’s first twelve (12) months of teaching.

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

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

- (d) In the event that a graduate teacher has met the minimum number of days to apply for full registration and has developed the required portfolio for such application, the teacher will have direct access to their current employer, seeking specific guidance and assistance as to how the teacher's evidence for the application may be reviewed and assessed consistent with the registration authority's requirements. Such access must be provided within two weeks of the teacher's request.
- (e) The graduate teacher will provide their employer with written notification and documentary evidence of:
  - (i) notification of full registration by the Queensland College of Teachers; and
  - (ii) the date of provision to the reviewer of the required portfolio.
- (f) Clause 4.20 (Timely Notification of Qualifications and Experience) applies to paragraph (e).
- (g) The employer will provide back-payment of wages to the documented date of submission of the required portfolio in paragraph (e) to be reviewed and assessed.
- (h) The following support will be provided to graduates in the first year of employment:
  - (i) an initial induction and orientation of new school workplace, in accordance with subclause 1;
  - (ii) a formal induction program, including appropriate professional development support should any weaknesses become apparent or are otherwise identified by the new graduate; and
  - (iii) additional release time to enable the graduate teacher to undertake activities such as:
    - (A) observation of exemplary teaching practice;
    - (B) joint and structured planning;
    - (C) mentoring meetings; and
    - (D) professional development.
- (i) Additional time release during paid work time shall be provided for any designated mentor/s to provide effective mentoring. This time release will take various forms depending on school operational needs.
- (j) The employer/Principal may also provide:
  - (i) assistance by members of the school leadership:
    - (A) working with graduate in class;
    - (B) support and advice with access to teaching resources, program and lesson preparation;
  - (ii) assistance by other experienced teachers; and
  - (iii) a collegial work group for planning and discussion of suitable pedagogies.
- (k) The support offered to new graduates will normally be discussed and outlined as part of the initial school-level induction and orientation program.



#### 4.21.3 Notification of Employment Details

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

#### 4.22 Hours of Work

4.22.1 Hours of work provisions for teachers are outlined in Schedule 3 of this Agreement (except for All Hallows' School).

4.22.2 For All Hallows' School:

- (a) the ordinary hours of duty for teachers in secondary school will not exceed thirty (30) per week of which, not more than one-third will be performed before 9 a.m. and after 5 p.m; and
- (b) the ordinary hours of duty for teachers in primary school will not exceed twenty-seven and a half (27.5) per week.

4.22.3 In addition to the hours of work provisions, an employee has a right to disconnect from work and not respond to, or engage with work related electronic communications outside of a designated span of hours in accordance with clause 9.1 of this Agreement.

#### 4.23 Itinerant Specialist Teachers – Primary

4.23.1 Itinerant specialist teachers employed by an employer will be engaged under the provisions of this Agreement including the provisions regarding paid and unpaid breaks of clause S3.6 and S3.7 of Schedule 3 (Hours of Duty – Teachers).

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

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

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

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

4.23.6 Where an employee is required to use their car, kilometric allowance will be payable. The rates payable will be in accordance with the employer's administrative guidelines.

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



#### **4.24 Class Sizes**

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

4.24.2 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 employer will continue to implement strategies that support teachers with the provision of quality educational programs and sound teaching practices so as to provide students with opportunities to achieve optimal educational outcomes.

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

4.24.3 The employer will consider:

- (a) individual staff preferences, expertise and experience in their allocation of classes;
- (b) the staffing and resource needs for classes that have a high proportion of students who have definite challenges to their learning because of:
  - (i) socio-economic background;
  - (ii) learning capabilities, including students with identified learning needs;
  - (iii) linguistic background;
  - (iv) cultural background;
- (c) class size data when making allocations of teachers to classes.
- (d) making adjustments as appropriate, to address duty of care and Workplace Health and Safety matters; and
- (e) the particular circumstances, staffing and resource requirements where multi age, composite (also refer clause S3.9 of Schedule 3 (Composite Classes)) and practical classes operate so that appropriate support is provided.

4.24.4 Targets for Class Sizes

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

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

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

4.24.6 The final decision about class sizes and the allocation of classes to teachers is the responsibility of the employer/Principal.

#### **4.25 Vocational Education**

- 4.25.1 Vocational education and training is an integral and expanding curriculum provision in Queensland Catholic schools. In circumstances where a Principal determines that the Middle Leadership structure at his/her school will include vocational education and training, the designated teachers responsible for its coordination and/or leadership, and who accept a middle leader position, will be appointed to a program leader position, as defined in Schedule 2 (Positions of Leadership in Diocesan Schools) of this Agreement.
- 4.25.2 Where an employee incurs expenses whilst undertaking their professional duties such expenses will be reimbursed to the employee upon presentation of a receipt, invoice or telephone log. Such expenses may include such items as home telephone use, vehicle expenses, resource provision and training.
- 4.25.3 Where teachers are required to undertake industry placement to gain or maintain accreditation to deliver vocational competencies, such placement will occur where possible during normal hours of duty. Where the professional development can be scheduled only outside of school time, the Principal will negotiate with the teacher prior to undertaking the relevant industry placement, arrangements which may include additional release time, timetable adjustments, time-in-lieu provision, adjustments to supervisions and release from other duties.
- 4.25.4 Costs associated with the industry placement will be met by the school.

#### **4.26 Teaching Resources**

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

#### **4.27 Co-Curricular Activities**

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

- 4.27.2 This following applies to all Religious Institute Boys' School employers:
- (a) A wide variety of co-curricular activities contributes to the mission and ethos of the college and may enhance the holistic development of the student. Therefore, an organised co-curricular program is provided.
  - (b) Teachers contribute to the ethos and mission of the college by accepting the performance of co-curricular activities which are an integral part of the total college curriculum. It is the employing authority's view that there may generally be participation by teaching staff in at least two (2) co-curricular activities during each year.
  - (c) Co-curricular activities shall be considered to include supervision of school sports, clubs within the school, cadet training and other like duties.
  - (d) Co-curricular activities thus defined shall continue to be performed on an honorary and voluntary basis.

**4.28 Safe Work Practices**

- 4.28.1 Employing authorities acknowledge that health and safety issues, especially in relation to duty of care are important. As schools provide various activities and instruction for students, situations requiring risk assessments may arise.
- 4.28.2 Employing authorities are committed to their administrative guidelines relating to risk management for hazardous situations. The guidelines will include clear advice on the need for detailed risk assessment prior to undertaking instructional activities outside of the school. A risk assessment will be informed by reference to resources such as Education Queensland's Risk Management Assessment of Excursion Venue and/or Activities and similar manuals from other educational authorities, sporting and outdoor education bodies and current legal and insurance advice. Decisions about the ratio of supervisors to students will be made at the school level.
- 4.28.3 Employing authorities will endeavour to ensure that their employees are familiar with and adhere to these procedures when planning out-of-class activities, where student safety may be of special concern.
- 4.28.4 Where an employee forms the view that the supervision level determined by the employer is insufficient to meet duty of care considerations then the employee may notify a dispute under clause 2.4 of this Agreement and the provisions of clause 2.4 will apply.
- 4.28.5 Employing authorities reaffirm their commitment to workplace health and safety and the need to provide appropriate supervision. This is best attended to within the context of each situation and the activity to be undertaken.
- 4.28.6 A supervisor will be either a teacher suitably qualified for the activity or where not required by the provisions of *the Education (Queensland College of Teachers) Act 2005* an adult person who is suitably qualified and has the direct authority of the employer to undertake the activity and associated supervision.

**4.29 Remote Area Provisions (ITAS and IPRASS)**

4.29.1 Remote area incentives are provided to recognise the increased costs of living in rural and remote areas and to support a continuity of culture within school communities.

4.29.2 Eligible teachers are entitled to the:

- (a) Isolated Teachers’ Assistance Scheme (ITAS) payments in accordance with Schedule 4 of this Agreement; and
- (b) Incentive Payments – Remote Area Staff Scheme (IPRASS) in accordance with Schedule 5 of this Agreement.

**4.30 Termination of Employment**

*Notice of Termination by Employer*

4.30.1 The employer will give a full-time teacher at least 4 weeks’ notice in writing of the termination of their services.

4.30.2 The employer will give a part-time teacher the following notice in writing of the termination of employment based on the period of continuous service as outlined below:

Period of Continuous Service	Notice Period (weeks)
not more than three (3) years	2
more than three (3) years but not more than five (5) years	3
more than five (5) years	4

4.30.3 Employees over forty-five (45) years of age at the time of the giving of notice, and with more than two years’ service with the employer, will be entitled to one additional week of notice to that prescribed in paragraph subclauses 1 and 2.

4.30.4 Payment in lieu of notice will be made if the appropriate notice is not given; provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.30.5 In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned will be used.

4.30.6 The period of notice in subclauses 1 and 2 will not apply in the case of:

- (a) casuals; or
- (b) dismissal for serious misconduct or other grounds that justify instant dismissal.

*Notice of Termination by Employee*

4.30.7 The notice of termination required to be given by a teacher will be the same as that required of an employer; provided that there will be no additional notice based on the age of the employee concerned.

4.30.8 If an employee fails to give notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice. Provided that employment may be terminated by part of the period of notice specified and part withholding of wages in lieu thereof.

**4.31 Statement of Service**

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

**4.32 Termination Payments**

4.32.1 Subject to section 117(2)(b) of the Act for payments in lieu of notice, a termination payment to an employee will be paid through an employee's existing banking arrangements by no later than the date of the next full pay period after termination.

**4.33 Redundancy**

4.33.1 Redundancy provisions are outlined in clause 2.6 (Redundancy) of this Agreement.

**PART 5 CONDITIONS APPLYING TO GENERAL EMPLOYEES**

**5.1 Application**

5.1.1 The provisions of this Part apply to general employees as defined in clause 1.4.5 (Coverage).

5.1.2 If a provision elsewhere in this Agreement is specified to apply to a particular type of general employee, then that provision will apply to that general employee to the extent of any inconsistency with the provisions of this Part.

5.1.3 Other conditions of employment for general employees are provided for in schedules as outlined below:

General Employees	Schedule
Nurses	12
Services Staff	13
Boarding Supervisors	14
Children Services	15

**5.2 No Reduction of Overall Conditions**

5.2.1 An employee’s overall terms and conditions of employment under this Agreement are not intended to be reduced as a result of its operation and if there is an unintended reduction as result of the operation of this Agreement, this clause will apply if an employee has a concern(s) in this regard,

5.2.2 If a general employee, employed at the time this Agreement comes into operation and during the period of operation of this Agreement, has a concern about a reduction in the overall terms and conditions between this Agreement and the enterprise agreement it replaced, then the employee may advise the employer in writing of the specific nature of the concern(s).

5.2.3 On receipt of an employee’s written concern, the employer must:

- (a) assess the concern(s) as to whether this Agreement is more beneficial overall when comparing the terms and conditions of this Agreement to the terms and conditions of the enterprise agreement it replaced;
- (b) advise the employee in writing within 4 school term weeks of receipt of the concern(s) as to whether the employer assesses the Agreement as more beneficial overall and the reasons for the assessment; and
- (c) if this Agreement is not more beneficial overall, provide a monetary payment to the employee, either as a lump sum, or periodic payment, so that the employee is treated more beneficially.

5.2.4 For the purposes of subclause 3(c), the employer and employee will agree in writing to the form and quantum of the payment, but such agreement will not be unreasonably withheld by either party.



### **5.3 Contract of Employment**

- 5.3.1 Each employee must be advised in writing at the point of engagement and at other times when varied in accordance with this Agreement, the following:
- (a) the nature of the engagement as provided in clause 3.1;
  - (b) the classification level;
  - (c) the normal starting and finishing time for each day's employment (non-shift work) or in accordance with a roster if clause 5.20 (shiftwork) applies;
  - (d) for a term-time employee:
    - (i) the weeks of the year; and
    - (ii) in the case of the employee working less than 38 hours per week - the days of the week; and
  - (e) the duration of the engagement in respect of employment for a fixed-term and in the case of school officers, compliance with clause 3.3.
- 5.3.2 The normal starting and finishing times in subclause 1(c) may be varied by:
- (a) the employer giving 2 weeks' notice; or
  - (b) the employee agreeing to the variation commencing earlier.
- 5.3.3 Despite paragraph (a), an employee's roster cannot be changed, unless agreed by the employee, where such change would result in the employee becoming ineligible for payment on a public holiday where the employee would otherwise have been rostered to work on that day.

### **5.4 Full-time Employees**

- 5.4.1 A full-time employee is engaged to work:
- (a) 52 weeks per annum; and
  - (b) 38 ordinary hours per week, which may be averaged in accordance with clause 5.19 (Ordinary Hours of Work – Non-Shiftworkers).

### **5.5 Part-time Employees**

- 5.5.1 A part-time employee is engaged to work:
- (a) 52 weeks per annum;
  - (b) less than 38 ordinary hours per week, which may be averaged in accordance with clause 5.19 (Ordinary Hours of Work – Non-Shiftworkers);
  - (c) not less than 2 hours per day; and
  - (d) has reasonably predictable hours of work.

#### *Engagement*

- 5.5.2 At the time of engagement, the employer and employee will agree in writing on a regular pattern of work specifying the following:
- (a) the hours worked each day;
  - (b) which days of the week the employee will work; and
  - (c) the actual starting and finishing times each day.
- 5.5.3 The agreed number of weekly hours worked may be varied by written agreement between the employer and employee.

- 5.5.4 The agreed days of the week and hours worked on those days (paragraphs (a) and (b) of subclause 2) may be varied:
- (a) by written agreement between the employer and employee; or
  - (b) in accordance with clause 2.2 (Consultation Regarding Major Workplace Change).
- 5.5.5 The actual starting and finishing times each day may be varied in accordance with clause 5.3.2.
- Pay and conditions*
- 5.5.6 A part-time employee will be paid the hourly rate (1/38th of the weekly rate) prescribed for the kind of work performed for each hour worked and receives, on a pro rata basis, pay and conditions equivalent to those of a full-time employee who performs the same kind of work under this Agreement.
- Reasonable Additional Hours*
- 5.5.7 An employer may require a part-time employee to work reasonable additional ordinary hours within:
- (a) the maximum daily ordinary hours;
  - (b) the maximum weekly hours; and
  - (c) the ordinary span of hours.
- Note –*
- Clause 5.19 outlines the above provisions for maximum daily and weekly hours and ordinary span of hours.*
- 5.5.8 Such reasonable additional hours will be:
- (a) paid at the applicable casual hourly rate (with no leave accrual except for Long Service Leave); or
  - (b) if agreed between the employer and employee, taken as time off in lieu.
- Public Holidays*
- 5.5.9 Public holidays will be paid in accordance with clause 8.17 (Public Holidays).
- 5.6 Casual Employees**
- Engagement*
- 5.6.1 A casual employee is an employee engaged:
- (a) as such in accordance with the provisions of the Act; and
  - (b) up to a maximum period of twenty (20) working days on any one engagement.
- 5.6.2 A casual employee must be paid the hourly rate (equal to 1/38th of the weekly rate for a full-time employee) plus a twenty-five percent (25%) casual loading of the hourly rate with a minimum payment of two (2) hours for each engagement.
- 5.6.3 The casual loading is paid in compensation for not having any entitlement to a range of conditions, including the following:
- (a) paid leave entitlements under this Agreement that do not apply to casual employees (including annual leave, paid personal/carer's leave and compassionate leave);
  - (b) payment for absences on a public holiday;
  - (c) payment in lieu of notice of termination; and
  - (d) Redundancy Pay (clause 2.6.11)

*Conversion*

5.6.4 Offers and requests for conversion will be in accordance with the provisions of the Act.

*Notes –*

1. [Section 15A of the Act](#) defines the meaning of a casual employee, including engagement requirements.
2. [Division 4A of the NES](#) in the Act prescribes provisions for offer and requests for casual conversion

**5.7 Term-time Employees**

5.7.1 General employees may be employed on a term- time basis (less than 52 weeks per annum) in accordance with the following applicable provisions:

- (a) clause 1.3 definition; and
- (b) Schedule 11 (Term-Time Employees) of this Agreement.

5.7.2 General employees may annualise their wages in accordance with clause S11.11 (Annualisation of Salary) of Schedule 11.

**5.8 Classifications**

*Classification Structures*

5.8.1 A description of the classifications and the classification process for employees are outlined in the relevant schedules as follows:

General Employees	Schedule
School Officers	Schedules 8 and 9 (Refer clauses 5.9 and 5.10)
Nurses	12
Services Staff	13
Boarding Supervisors	14
Children Services	15

*Classification Review*

5.8.2 An employee may request a reclassification of their position in relation to either the classification level of an existing position or where the classification level of the position has been changed (**the request**).

5.8.3 Except in exceptional circumstances no employee can request a reclassification of their position on more than one occasion in a twelve (12) month period.

5.8.4 The employee must make the request in writing to the employer, which will contain the following:

- (a) A description of the work performed by the employee;
- (b) The employee’s assessment as to whether their position description is accurate and any substantiating reasons for that assessment;
- (c) Information comparing the work performed and the characteristics, skills and duties, and criteria prescribed by this Agreement for the respective levels; and

- (d) The identity of persons who support the subject employee's application for review;
- (e) Other material as appropriate.

5.8.5 An employee may be assisted and/or represented in preparing and submitting the material identified in subclause 4 and in any discussion with the employer related to the request.

5.8.6 The employer will:

- (a) consider the information provided in the request; and
- (b) notify the employee in writing of the decision regarding the request:
  - (i) within sixty (60) calendar days of receiving the request; or
  - (ii) by the last day in February of the following year of a request received in December.

5.8.7 A classification review may be the subject of clause 2.4 (Procedures for Preventing and Settling Disputes) of this Agreement.

## 5.9 Classification of School Officers – Current Structure

5.9.1 Subject to the transition provisions outlined in clause 5.10, positions of all school officers will be classified according to Schedule 8 (**the current structure**).

5.9.2 An employer will 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 subclauses 3 to 6 using the position description developed in accordance with paragraph (a); and
- (c) employees are appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on years of service.

### *Classification Criteria*

5.9.3 Classification criteria are guidelines to determine the appropriate classification level and consist of characteristics and typical duties and skills.

5.9.4 The characteristics are the Principal guide to classification as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The characteristics of a level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated characteristics should not be used to justify the classification of a position.

5.9.5 The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They reflect the competencies of a particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill or many of them depending on the particular work allocated to them. Typical duties/skills should not be used as the primary determinant in classifying employees but may be useful if the characteristics of a level cannot be easily applied in an individual instance.

5.9.6 Some of the characteristics have been included in the typical skills/duties at each level. Where there is inconsistency between the characteristics and the typical skills/duties, the characteristics will prevail over the typical skills/duties.

- (a) The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to

exercise in performing the employee's work within the parameters of the characteristics, read as a whole, of the position.

- (b) It should be noted that some typical duties/skills appear at one level only while others appear at more than one level. Because of this, the classification or reclassification of a position needs to be done by reference to the specific characteristics of the level. As an example, because an employee may be utilising a skill comprehended at a higher level than that to which the employee has been appointed, the employee assumes the level of initiative, accountability/responsibility, skill and competency envisaged by the characteristics of the higher level.

#### **5.10 Classification of School Officers – Transition to New Structure**

5.10.1 In accordance with subclause 2, school officers will transition to the classification structure outlined in Schedule 9 (**the new structure**) during the operation of this Agreement.

5.10.2 Employers will make best endeavours for school officers to transition to the new structure as follows:

- (a) Instructional Services – Music, howsoever described – by the commencement of the 2024 school year;
- (b) Classroom Support, howsoever described – by 30 June 2024;
- (c) All other school officers – by 31 December 2024.

5.10.3 An employer will transition the school officers through the following process:

- (a) an analysis is to be undertaken to establish the skills and responsibilities required for each role to be recorded in a position description;
- (b) each position is classified at, and will transition to, the applicable level outlined in the new structure by reference to the position description and the processes outlined in Schedule 9 (**new transitioned level**); and
- (c) the new transitioned level will be paid at the corresponding wage level outlined in Schedule 1.5 (School Officers).

*Example - If a school officer is classified in the current structure at level 3 and transitions to the new structure at level 3, there will be no change in the wages paid to the school officer.*

5.10.4 If the position of a school officer:

- (a) does not transition to the new structure by the relevant date outlined in subclause 2; and
- (b) transitions to a higher level in the new structure compared to the current structure, then the school officer will be entitled to be paid at the higher level from the first full pay period after the dates outlined in subclause 5.

5.10.5 For the purposes of subclause 4, the relevant dates are as follows:

- (a) for employees outlined in subclause 2(a) – 22 January 2024;
- (b) for employees outlined in subclause 2(b) – 8 July 2024; and
- (c) for employees outlined in subclause 2(c) – 27 January 2025.

- 5.10.6 If the position of a school officer transitions to the new structure at a level lower than the level that applied in the current structure, then the employee will continue to be:
- (a) paid at the wage level outlined in Schedule 1.5 (School Officers) that the employee was receiving at the level that applied in the current structure; and
  - (b) entitled to:
    - (i) wage increases in accordance with clause 5.11 of this Agreement; and
    - (ii) incremental advancement within that level, if applicable, in accordance with clause 5.14.

5.10.7 Once a school officer has transitioned to the new structure, the current structure will have no application to that school officer, but all other provisions of this Agreement relating to school officers will continue to apply.

*Review of Transitions*

5.10.8 Any anomalies that may arise from the above transition process will, in the first instance, be the subject of negotiation between the relevant parties.

5.10.9 Where an agreement cannot be reached on how to rectify an anomaly, the matter may be processed through clause 2.4 (Procedures for Preventing and Settling Disputes) of this Agreement.

**5.11 Wage Increases**

5.11.1 Wage increases are as follows:

- (a) a wage increase of 4% (or a flat dollar increase of \$47.08 per week, whichever is the greater) of the applicable salary will be paid from the first full period on or after 1 May 2023;
- (b) a further 3% (or a flat dollar increase of \$36.72 per week, whichever is the greater) from the first full pay period on or after 1 May 2024; and
- (c) a further increase from the first full pay period on or after 1 May 2025 that will be the same headline percentage wage increase paid to teachers in 2025 employed by the Queensland Department of Education on or from 1 July 2025.

5.11.2 The actual wages and allowances for all classifications of employees are set out as follows:

General Employees	Schedule
School Officers	1-5
Services Staff	1-6
Boarding Supervisors	1-7
Children Services	1-8
Nurses	1-9

5.11.3 A supported wage system may apply to employees with a disability in accordance with Schedule 18 of this Agreement.

**5.12 Junior Rates**

5.12.1 A junior employee appointed:

- (a) as a school officer at Level 1 or 2; or
- (b) services staff employee at Level 0 or 1,

will be paid at the following percentage of the appropriate rate for the position performed:

Age	% of rate
Under 16 years of age	55
Under 17 years of age	65
Under 18 years of age	75
18 years and over	100

**5.13 Recognition of Prior Service**

5.13.1 On commencing employment with an employer, an employee will be appointed to a paypoint step within the relevant classification level for the role in accordance with subclause 2.

5.13.2 The appointment will be to the first paypoint of the level unless the employer recognises prior relevant years of employment service in accordance with subclause 3.

5.13.3 An employer will recognise prior years of employment service of an employee for a higher paypoint upon application by the employee providing:

- (a) Documentary evidence of prior work in the 10 years immediately prior to appointment that is demonstrated to be relevant to the work of the appointed role;
- (b) Such documentary evidence must include a statement of service from each previous employer relied upon that:
  - (i) is an original or a certified copy of an original document;
  - (ii) is provided on the official letterhead of the authority responsible for the school or institution and it must be signed and dated by the employer or an authorised person;
  - (iii) specifies the position(s) held;
  - (iv) specifies the period of employment;
  - (v) specifies the exact nature of the employment e.g. full-time, part-time, casual, etc., and provide a detailed description of the relevant duties performed;
  - (vi) if part-time, detail the number of hours worked per week or their full-time equivalent, or the total number of hours paid for the total period of employment;
  - (vii) if casual, details so the total number of hours paid for the total period of employment;
  - (viii) details when any periods of unpaid leave that were taken;
  - (ix) If no periods of leave without pay were taken, specifically state the statement must show that 'no leave without pay was taken'.

5.13.4 In lieu of a statement of service from a previous employer referred to in subclause 3, an employer may accept a statutory declaration from the employee that contains the following information:

- (a) the details outlined in subclause 3(b)(iii) to (ix); and
- (b) the steps taken by the employee to exhaust all reasonable avenues in obtaining the statement of service from the employer; and
- (c) the reasons why those steps were unable to obtain the statement of service (for example, the previous employer, or certain records of the employer, may no longer exist).

5.13.5 If the employee provides the documentary evidence referred to in subclause 3 within 6 months of commencing the appointed role, then the relevant paypoint adjustment will take effect from the date of commencement with the employer.

5.13.6 If the employee:

- (a) was provided written advice of the timeframe in subclause 5 at or prior to commencement with the employer; and
- (b) provides the documentary evidence referred to in subclause 5 after 6 months of commencing the appointed role,

then the relevant paypoint adjustment will take effect from the date of receipt by the employer of the documentary evidence.

## **5.14 Increments**

5.14.1 An employee will increment from one paypoint step to the next highest within a classification level based on 12 months service at each step subject to satisfactory performance.

5.14.2 For the purposes of subclause 1:

- (a) An increment will not be withheld by an employer for a lack of satisfactory performance without due process; and
- (b) 12 months service is constituted by 1976 hours of service.

5.14.3 Progression from one level to a higher level is either by appointment to such higher level as a result of a vacancy at that level or the position is reclassified in accordance with clauses 5.8.2 to 5.8.7 (Classification Review) of this Agreement.

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

## **5.15 Higher Duties**

5.15.1 An employer may require an employee to temporarily perform duties in a role that has a classification higher than their current classification.

5.15.2 An employee who is appointed to perform the whole or substantially the whole type of duties of the higher classification:

- (a) in the case of general employees (other than services staff) - for more than 5 consecutive days; or
- (b) in the case of services staff – for 4 or more hours,

will be paid at the first increment of the higher classification for the whole period of the appointment.



**5.16 Allowances - General**

5.16.1 Except for the divisional and district allowances outlined in subclause 2, all other allowances outlined in this clause will increase at the same time and by the same percentage as for wages outlined in clause 5.11. 1 of this Agreement.

*Divisional and District Allowance*

5.16.2 Divisional and district allowances outlined in Schedule S1.10 (Wages, Salaries and Allowances) of this Agreement will be paid to employees for all purposes of this Agreement in addition to the employee's wages.

*First Aid Allowance*

5.16.3 For the purposes of this Agreement, a "First Aid Certificate" means a certificate issued as a result of a school officer completing a nationally accredited training course providing the competencies required to administer first aid in the context of a school environment.

5.16.4 An employee who:

- (a) is appointed by the employer to be a first aid officer; and
- (b) holds a current First Aid Certificate,

will receive only the first aid allowance outlined in Schedule S1.6 (Salary, Wages and Allowances) on or after the first full pay period after the date this Agreement comes into operation.

5.16.5 An employee referred to in subclause 4 will be:

- (a) reimbursed by the employer for course fees in obtaining and maintaining the First Aid Certificate during employment; and
- (b) entitled to undertake the course during paid work time.

5.16.6 The first aid allowance will not apply to:

- (a) Nurses;
- (b) a Boarding Supervisor who may be required by the employer to hold a current First Aid Certificate, but is not designated as a first aid officer;
- (c) an employee whose primary duties are to perform first aid duties and was employed on this basis; or
- (d) an employee whose appointment as a first aid officer has been taken into account in classifying their position.

5.16.7 For the purposes of subclause 6(b), a boarding supervisor required by the employer to hold a current First Aid Certificate will be reimbursed course fees in obtaining and maintaining the certificate except when the requirement is a condition of employment for a new employee.

*Uniform/Laundry Allowance*

5.16.8 Where an employer requires an employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the employee's duties, the employer will:

- (a) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (b) provide a uniform or protective allowance and a laundry allowance prescribed in Schedule 1 - S1.6 (Salary, Wages and Allowances) from the first full pay period on or after the date this Agreement comes into operation if the employer does not launder the items in accordance with paragraph (a); or

- (c) reimburse the employee for the purchase of the uniform or protective clothing and provide a laundry allowance as prescribed in paragraph (b) if the employer does not launder the items.

*Vehicle Allowance*

- 5.16.9 An employee who is required by the employer to use their own car in the performance of duties is entitled to claim reimbursement of the kilometres travelled in accordance with the Australian Taxation Office cents per kilometre method.

**5.17 Allowances – School Officers Only**

- 5.17.1 A school officer is entitled to receive only one of the following allowances:

- (a) Qualifications Allowance outlined in this clause;
- (b) Specialised Care Allowance outlined in this clause; or
- (c) First Aid Allowance outlined in clause 5.16.4.

*Qualifications Allowance*

- 5.17.2 A school officer at Level 2 who holds:

- (a) a Certificate Level (III) qualification (or higher) which is relevant to their work; and
- (b) a current First Aid Certificate,

will receive the Qualification Allowance identified in Schedule 1 – S1.5 (Salary, Wages and Allowances).

- 5.17.3 A school officer at Level 3 who holds:

- (a) a Certificate Level (IV) qualification (or higher) which is relevant to their work; and
- (b) a current First Aid Certificate,

will receive the Qualification Allowance identified in Schedule 1 – S1.5 (Salary, Wages and Allowances).

- 5.17.4 A school officer at Level 4 who holds:

- (a) a Diploma or Associate Diploma level qualification (or higher) which is relevant to their work; and
- (b) a current First Aid Certificate,

will receive the Qualification Allowance identified in Schedule 1– S1.5 (Salary, Wages and Allowances).

- 5.17.5 A school officer at Level 5 who holds:

- (a) a Degree level qualification (or higher) which is relevant to their work: and
- (b) a current First Aid Certificate,

will receive the Qualification Allowance identified in Schedule 1 – S1.5 (Salary, Wages and Allowances).

- 5.17.6 A school officer will apply for the payment of the allowance prescribed in subclauses 2, 3, 4 or 5 as applicable.

- 5.17.7 If the employee applies for the allowance:

- (a) within six (6) months of the qualification being obtained - the allowance will be paid as from the date that the qualification is obtained; or

- (b) otherwise - the allowance will be paid from the first full pay period on or after the date of making the application.

5.17.8 The employer will:

- (a) reimburse enrolment fees associated with obtaining a First Aid Certificate which are incurred within the twelve (12) month period immediately prior to the school officer accessing the qualification allowance; and
- (b) pay any fees associated with maintaining the First Aid Certificate for a school officer receiving the Qualification Allowance.

5.17.9 The employee will obtain and maintain the First Aid Certificate in their own personal time and there is no entitlement for such time to be provided during paid working hours.

*Specialised Care Allowance*

5.17.10 A school officer who is designated by their employer to engage in, or assist particular students with, ongoing specialised care needs (for example, medical, manual handling and/or hygiene procedures) will receive a Specialised Care Allowance, identified in Schedule 1 – S1.5 (Salary, Wages and Allowances).

5.17.11 The Specialised Care Allowance will not be varied to reflect part-time hours.

5.17.12 The Specialised Care Allowance is equivalent in value to the First Aid Allowance.

*Special Project Allowance*

5.17.13 For the purposes of this subclause, a “special project” is one in which the following criteria are met:

- (a) the employer requires a school officer to undertake responsibilities, or to exercise skills, at the level higher than the employee’s classified position for the purposes of undertaking a designated project; and
- (b) such responsibilities or skills are not of such a substantive nature as to affect the classification level of the employee’s position; and
- (c) the project will only be for a fixed period of time, being at least one week, and will not be ongoing or indefinite in nature.

5.17.14 A school officer undertaking a special project will be paid a weekly allowance outlined in Schedule 1– S1.5 of this Agreement for the duration of the special project.

**5.18 Allowances – Services Staff Only**

*Work in the Rain*

- 5.18.1 When a services staff employee is required to work in the rain and by so doing gets their clothes wet, such employee will be paid double rates for all work so performed until such time as the employee finishes work or is able to change into dry clothing.
- 5.18.2 Subclause 1 does not apply where the employee has been supplied with adequate rainproof clothing.

*Toilet Cleaning*

- 5.18.3 Services staff employees who are required to clean toilets connected with septic tanks or sewerage are to be paid an allowance outlined in Schedule 1 – \$1.6 per week in addition to their ordinary wage rates.

*Allowances – Building and Maintenance employees only*

- 5.18.4 The following allowances applicable to building and maintenance employees only are outlined in Attachment 2 of Schedule 13 and Schedule 1-6 (Salary, Wages and Allowances):
- (a) “Leading hand”;
  - (b) “Labourers mixing wet concrete or compo”;
  - (c) “Work in excessive heat”;
  - (d) “Dirty work”; and
  - (e) “Tool allowances”.
- 5.18.5 The tool allowances outlined in subclause 4 will not apply where the employer provides all tools necessary for a tradesperson to perform their work.

**5.19 Ordinary Hours of Work – Non-Shiftworkers**

5.19.1 This clause applies to all general employees who do not work shift work (other than Boarding Supervisors who have hours of work provisions outlined in Schedule 14).

5.19.2 In addition, an employee has a right to disconnect from work and not respond to, or engage with work related electronic communications outside of a designated span of hours in accordance with clause 9.1 of this Agreement.

5.19.3 The ordinary hours of work are up to 38 hours per week, which may, subject to the operational requirements of the employer and the agreement of the employee, be averaged over a period of 2 or 4 weeks.

*Span of Hours*

5.19.4 The ordinary hours of work will be worked:

- (a) up to a maximum of 10 hours on any day;
- (b) continuously each day subject to clauses 5.21.1 and 5.21.2 (Meal Breaks) and 5.23 (Broken Shift);
- (c) on no more than 5 days in 7 days; and
- (d) within the following span of hours:

General Employee		Days of the Week	Between Hours of the Day (Daily Span)
(a)	School Officers	Monday to Friday	7.00am and 6.00pm
(b)	Nurses	Monday to Friday	6.30am and 6.30pm
(c)	Children Services	Monday to Friday	6.00am and 6.00pm
Services Staff			
(d)	Building and building maintenance, retail	Monday to Friday	6.00am and 6.00pm
(e)	Greenkeeping and grounds	Monday to Friday	6.00am and 6.00pm
		Saturday	6.00am and 12 noon
(f)	Catering and domestic/house keepers, drivers of motor vehicles and associated duties	Monday to Sunday	6.00am and 6.00pm
(g)	Cleaners, caretakers, security	Monday to Sunday	6.00am and 6.00pm

5.19.5 If there is agreement between the employer and the majority of employees in a work area of a particular category of general employees identified in clause 1.4.6, the daily span of hours may be varied by up to one hour provided the total hours within the span is unchanged.

*For example, cleaners and security employees are each considered separate “particular category of general employee”. Accordingly, if the employer agrees with a majority of*

*the cleaners at one campus of a multi-campus school, then their daily span of hours can be varied to 5.30am and 5.30pm with the 12 hours within the span being unchanged.*

## **5.20 Ordinary Hours of Work – Shiftworkers**

5.20.1 This clause applies to the following general employees who work shiftwork:

- (a) nurses;
- (b) services staff who are:
  - (i) catering and domestic/house keepers;
  - (ii) drivers of motor vehicles and associated vehicles;
  - (iii) cleaners;
  - (iv) caretakers; and
  - (v) security.

5.20.2 Hours of work provisions for Boarding Supervisors are outlined in Schedule 14.

5.20.3 The definitions for shiftwork are provided in clause 5.26.2.

5.20.4 The ordinary hours for shiftwork will:

- (a) be worked continuously each shift subject to clauses 5.21.1 and 5.21.2 (Meal Breaks) and 5.23 (Broken Shift);
- (b) not exceed 10 hours on any single shift; and
- (c) be rostered in accordance with this clause.

### *Rostering*

5.20.5 For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least 7 days before the commencement of the roster period.

5.20.6 An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty rate in accordance with clause 5.26.4 (Penalty Rates) and clause 8.17 (Public Holiday).

5.20.7 A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on 7 days' notice.

## **5.21 Breaks – Meal and Rest Pauses**

### *Meal Break*

5.21.1 An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes and not more than 1 hour to an employee who is engaged or rostered to work for more than 5 hours on a day and such meal break will start no later than 5 hours after the employee commenced work on that day.

5.21.2 An employee and the employer may enter into an agreement to change the requirement to take a meal break pursuant to subclause 1 (**the agreement**) provided:

- (a) the employee is not engaged or rostered to work for more than 6 hours on a day subject to the agreement; and
- (b) the agreement satisfies:
  - (i) the personal needs of the employee; and
  - (ii) the operational requirements of the employer.

*Rest Pauses*

- 5.21.3 An employee who works:
- (a) in excess of 6 consecutive ordinary hours in a day (excluding meal breaks) - is entitled to 2 paid rest pauses of 10 minutes each with 1 taken in the first half and the other taken in the second half of the day; and
  - (b) a minimum of 4, but no more than 6 consecutive ordinary hours in a day (excluding meal breaks) - is entitled to a paid rest pause of 10 minutes to be taken at a time suitable to the employer.
- 5.21.4 Where the employee has an entitlement to 2 rest pauses per day or shift:
- (a) the employer and the employee may agree to one rest pause of 20 minutes; or
  - (b) the employer may require one rest pause of 20 minutes where reasonably required because of operational requirements.
- 5.21.5 A rest pause will not be taken:
- (a) at such times that interfere with the continuity of work where continuity is necessary; or
  - (b) adjacent to a meal break unless the employee and the employer agree.

**5.22 Breaks Between Duty**

- 5.22.1 An employee is entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next, which applies to both ordinary hours and where overtime is worked.
- 5.22.2 If the employer instructs an employee to resume or continue work without having had 10 consecutive hours off duty in accordance with subclause 1, then the following applies:
- (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.
- 5.22.3 This clause does not apply to:
- (a) employees attending a school camp or excursion;
  - (b) boarding supervisors as clause S14.10 of Schedule 14 applies; and
  - (c) an employee working a broken shift.

**5.23 Broken Shift**

- 5.23.1 This clause only applies to the following employees who are not casual employees:
- (a) Service Staff who are:
    - (i) Greenkeeping and grounds employees;
    - (ii) Catering employees;
    - (iii) Domestic/housekeeping employees;
    - (iv) Drivers of motor vehicles and associated duties employees;
    - (v) Cleaners; and
    - (vi) Security employees; and
  - (b) Children Services employees working in outside school hours care.

- 5.23.2 A broken shift is a shift that is broken into two or more periods (excluding rest pauses and meal breaks).
- 5.23.3 An employee (other than a children services employee) who works a broken shift on a day is entitled to the broken shift allowance prescribed in Schedule 1 – 6 (Services Staff Allowances) for that day.
- 5.23.4 A children services employee who works a broken shift on a day is entitled to the broken shift allowance prescribed in Schedule 1-8 (Children Services Employees).
- 5.23.5 To avoid doubt, an employee will not be entitled to the broken shift payment on a day where:
- the employee is engaged to work hours in accordance with multiple contracts (see clause 3.4 of this Agreement); and
  - there is not an unpaid break greater than one hour between any of those hours worked on that day.

## 5.24 Overtime

- 5.24.1 Overtime is any authorised work performed outside of or in excess of the ordinary or rostered hours (refer clause 5.19 Hours of Work – non-shift workers), but does not include work performed in accordance with clause 5.26 (Penalty Rates).
- 5.24.2 If an employee works overtime the employer must pay the employee overtime rates as follows:

	Full-time and part-time employees	Casual employees
For overtime worked on	% of hourly rate	% of hourly rate
Monday to Saturday—first 3 hours	150	175
Monday to Saturday—after 3 hours	200	225
Sunday	200	225
Public holidays	250	275

- 5.24.3 All overtime worked on a Saturday or Sunday (other than overtime worked continuously with ordinary hours on such days) will be subject to a minimum overtime payment of 2 hours.
- 5.24.4 Overtime will be calculated daily.
- Overtime – Meal Allowance*
- 5.24.5 If the employer requires an employee to work more than 2 hours overtime after a period of work of at least 7.6 hours, the employer will provide the employee with a meal.
- 5.24.6 If it is not possible to provide the employee with a meal, the employer will pay a meal allowance for each occasion in accordance with Schedule 1- 6 from the first full pay period on or after the date this Agreement comes into operation.
- 5.24.7 The employer is not required to provide a meal or pay the allowance to an employee who could reasonably return home for a meal at, or about, the time that a meal would normally be eaten.



## **5.25 Time off in lieu of Overtime**

- 5.25.1 Time off in lieu of overtime (TOIL) can only apply to overtime that that would be paid at the rate of 150% of the hourly rate in accordance with subclause 2.
- 5.25.2 An employee and employer may agree in writing to the employee taking time off in lieu (TOIL) instead of being paid overtime in accordance with subclause 1 that has been worked by the employee. To avoid doubt, such an agreement may relate to a portion of overtime worked on a day.
- For example, an employee may work 3 hours overtime on a week day and agree with the employee that the first 2 hours is to be taken as TOIL while the 3rd hour is paid as overtime at 150% .*
- 5.25.3 An employer must not exert undue influence or undue pressure on an employee to make an agreement to take TOIL.
- 5.25.4 TOIL will be taken:
- (a) as the same number of overtime hours worked (for example – 2 hours of overtime worked equates to 2 hours of time off);
  - (b) at an agreed time during the next school holiday/vacation period following the working of the overtime unless the employer and employee agree to the TOIL being taken at some other time; and
  - (c) so that an employee has a zero TOIL balance at the end of a 12 month cycle being the conclusion of the Christmas school holiday/vacation period.
- 5.25.5 Any accrued TOIL not taken at the end of the 12 month cycle mentioned in subclause 4(c) will be paid to the employee at 150% of the hourly rate in the next pay roll period.
- 5.25.6 If an employee gives notice of resignation, then TOIL must be taken prior to the resignation date unless extenuating circumstances exist.
- 5.25.7 If:
- (a) extenuating circumstances exist in relation to an employee’s resignation; or
  - (b) the employer terminates the employee,
- any accrued TOIL not taken by the date the termination takes effect will be paid:
- (c) to the employee at 150% of the hourly rate; and
  - (d) as part of the termination payment referred to in clause 5.31 of this Agreement.

## **5.26 Penalty Rates**

- 5.26.1 This clause applies to all general employees who work shiftwork (other than Boarding Supervisors whose hours of work provisions are outlined in Schedule 14).

### *Day/Afternoon/Night Shifts*

- 5.26.2 The following shift definitions apply:
- (a) “*day shift*” is a shift which starts and finishes wholly within the spread of ordinary hours identified in clause 5.19.4;
  - (b) “*afternoon shift*” is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 5.19.4 and at or before midnight;
  - (c) “*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 5.19.4.

5.26.3 Payment for shiftwork is as follows:

- (a) An employee required to work ordinary hours on an afternoon shift or night shift will be paid the following percentage of the hourly rate:

General Employee	Afternoon	Night
Nurses	112.5%	115%
Other Employees	115%	

- (b) An employee working a permanent night shift will be paid 130% of the hourly rate.

*Saturday/Sunday Work*

5.26.4 An employee required to work ordinary hours on a Saturday or Sunday will be paid the following percentage of the hourly rate:

General Employee	Saturday	Sunday
Nurses	150%	190%
Greenkeeping and grounds	135%	200%
Catering, Domestic/housekeeping	150%	155%
Drivers of motor vehicles and associated duties, cleaners, caretakers, security	150%	175%

5.26.5 The penalty rates in this clause and for overtime in subclause 5.24 are not cumulative. Where an employee is entitled to more than one penalty or overtime, the employee will be entitled to the highest single penalty rate.

**5.27 On-call/recall**

5.27.1 An employee who is:

- (a) required by the employer to hold themselves available to be recalled to work will be paid an amount equal to one ordinary hour's pay (for that employee pursuant to this Agreement) for each period up to 24 hours that the employee is required to be on-call; and
- (b) recalled to duty at the workplace will be paid a minimum of 3 hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

**5.28 Range of Duties - School Officers**

5.28.1 In addition to curriculum support a school officer can otherwise be allocated additional duties that would be typically carried out by teachers such as:

- (a) data entry/collation;
- (b) record taking/keeping;
- (c) collation of reports;
- (d) yard/playground duty;
- (e) attendance records; and
- (f) supervision of students (including bus duty and exam supervision); and
- (g) other duties as agreed.

5.28.2 The allocation of such duties is considered by the Principal and where a Principal determines the need to allocate such types of duty to support staff, the following conditions apply:

- (a) The school will establish protocols to cover legal and operational elements of supervision of students where a duty of care is exercised;
- (b) the protocols will ensure that the determination to use support staff in such supervision is minuted, training is provided, a clear delegated line of authority to the Principal is established and that supervision will be only within the person’s training;
- (c) no fundamental change in the nature of an employee’s duties will occur under this clause without reasonable consultation, notice and training;
- (d) where an employee perceives they cannot perform the functions requested by the employer in accordance with a change in duties under this clause, the employee should raise their concerns with the employer for identification of support needs including professional development, supervision and/or alternative allocated duties consistent with their skills and experience; and
- (e) 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.

**5.29 Termination of Employment**

*Notice of Termination by Employer*

5.29.1 The employer will give an employee the following notice in writing of the termination of employment based on the period of continuous service as outlined below:

Period of Continuous Service	Notice Period (weeks)
not more than three (3) years	2
more than three (3) years but not more than five (5) years	3
more than five (5) years	4

5.29.2 The notice period required subclause 1 will be increased by one week if the employee:

- (i) is over forty-five (45) years old; and
- (ii) has completed at least two (2) years of continuous service with the employer;

5.29.3 Payment in lieu of notice will be made if the appropriate notice is not given; provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

5.29.4 The period of notice in subclause 1 will not apply in the case of:

- (a) casuals; or
- (b) dismissal for serious misconduct or other grounds that justify instant dismissal.

*Notice of Termination by Employee*

5.29.5 An employee, other than a casual, will give to the employer two (2) weeks' notice in writing of intention to resign from the position.

5.29.6 If an employee fails to give notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice. Provided that employment may be terminated by part of the period of notice specified and part withholding of wages in lieu thereof.

**5.30 Statement of Service**

5.30.1 The employer will, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the following:

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

**5.31 Termination Payments**

5.31.1 Subject to section 117(2)(b) of the Act for payments in lieu of notice, a termination payment to an employee will be paid through an employee's existing banking arrangements by no later than the date of the next full pay period after termination.

**5.32 Redundancy**

5.32.1 Redundancy provisions are outlined in clause 2.6 (Redundancy) of this Agreement.

## **PART 6 CONDITIONS APPLYING TO COUNSELLORS**

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

The following provisions will apply to all categories of guidance counsellor and counsellor as contained in clauses 6.2, 6.4 and 6.5

#### 6.1.1 Wage increases are as follows:

- (a) a wage increase of 4% of the applicable salary will be paid from the first full period on or after 1 May 2023;
- (b) a further 3% from the first full pay period on or after 1 May 2024; and
- (c) a further increase from the first full pay period on or after 1 May 2025 that will be the same headline percentage wage increase paid to teachers in 2025 employed by the Queensland Department of Education on or from 1 July 2025.

#### 6.1.2 Professional Development and Support

- (a) The specific nature of an employee's skills requires professional development and training on an ongoing basis. It is the joint responsibility of both the employer and the employee to have due regard to this requirement.
- (b) The employer will ensure access to reasonable, pre-approved professional development - provided by the employer as well as external opportunities relevant to the needs of the counsellor role within individual schools and the priorities of each school.
- (c) The employer will provide time to complete professional practice requirements of the counsellor role i.e. follow up phone calls, scoring assessments, writing reports and case notes, maintaining files, participating in mandatory supervision and professional development, and involvement in system processes.
- (d) The employer will provide counsellor supervision and monitor required participation.

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

- (a) Subject to clauses 6.4.9 and 6.5.9, counsellors are not required to attend for work during school vacation periods.
- (b) No counsellor will be employed on a term-time basis.

#### 6.1.4 Teaching Allocations

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

### **6.2 Guidance Counsellors (Teacher)**

#### 6.2.1 Coverage

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

#### 6.2.2 Contract of Employment

- (a) Each person appointed to a position of guidance counsellor (teacher) will be remunerated in accordance with Schedule 1 – S1.4 of this Agreement.
- (b) The employer will consider the needs of the school and whether it is possible/desirable to appoint a guidance counsellor (teacher) on a full-time continuing basis.
- (c) A periodic review/appraisal process will be determined by the employer. That process will be in accordance with the principles set out in Schedule 7 of this Agreement.

### 6.2.3 Recognition of Prior Service

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

### 6.2.4 Termination of Employment

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

6.2.5 All conditions of employment, other than those stated in this clause will be in accordance with those applying to teachers except clause 1.3.4 of this Agreement.

6.2.6 The parties agree that those employees currently employed as school counsellors (teacher) and who occupy a position consistent with the definition provided at subclause 7 and the roles detailed at subclause 8 will be afforded the title of guidance counsellor (teacher) and will be remunerated in accordance with Schedule 1 – S1.4 of this Agreement.

### 6.2.7 Definitions

- (a) The guidance counsellor (teacher) is a person appointed as such at the discretion of the employer. A guidance counsellor (teacher) will be a person who:
  - (i) is a registered teacher with appropriate experience and demonstrated competency, and
  - (ii) holds an appropriate degree with major studies in psychology from a recognised tertiary institution and completion of an approved post graduate counsellor training program of at least one year's duration comprising academic course work, supervised practicum and a professional practices component with appropriate experience and demonstrated competency or other relevant qualifications which are acceptable to the employer.

### 6.2.8 Role

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

careers advice, social work, school home liaison, work experience or other coordinating roles.

6.2.9 Experience - Guidance Counsellor (Teacher)

- (a) "Appropriate experience" as contained in subclause 7(a) means nine (9) years' experience accumulated either as a teacher or a school counsellor or a guidance counsellor (teacher). In the case of experience as a school counsellor or a guidance counsellor (teacher) such experience will have been obtained in a school environment.
- (b) Notwithstanding the provisions of paragraph (a) an employee who has less than nine (9) years appropriate experience but who is:
  - (i) required to carry out the major and substantial responsibilities of the position of guidance counsellor (teacher) as defined in subclause 8; and
  - (ii) who fulfils the qualification requirements contained in subclause 7, will be entitled to the full benefits of this clause.

6.2.10 Guidance Counsellor (Teacher) Engaged Across Multiple Schools

- (a) The employer agrees to take into account the particular working arrangements of any guidance counsellor (teacher) who is engaged to work across multiple schools.
- (b) The arrangements and principles contained in clause 4.23 (Itinerant Specialist Teachers – Primary) of this agreement will be applicable to a guidance counsellor (teacher) who is engaged across multiple schools.

6.2.11 Remote Area Incentives

The provisions and entitlements contained in Schedule 4 (ITAS) and Schedule 5 (IPRASS) will be deemed to apply to guidance counsellors (teachers) who are located in schools in the applicable geographical areas nominated in these schedules.

**6.3 Annual Leave for Guidance Counsellors (Without Teacher Qualifications) and Counsellors (Without Teacher Qualifications)**

6.3.1 For the purposes of this clause, **relevant counsellors** means:

- (a) Guidance Counsellors (Without Teacher Qualifications) and
- (b) Counsellors (Without Teacher Qualifications),

who are not required to attend for work during vacation periods subject to clause 6.4.9.

6.3.2 Relevant counsellors will be entitled to annual leave on the same basis as teachers in accordance with clauses 8.1, 8.2 (Annual Leave/Loading – Teachers), 4.6 and 4.7 (Full Year Salary /Proportion of Full Year Salary).

6.3.3 To avoid doubt, relevant counsellors will not access annual leave during school term.

## **6.4 Guidance Counsellors (Without Teacher Qualifications)**

### **6.4.1 Coverage**

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

### **6.4.2 Contract of Employment**

- (a) Each person appointed to a position of guidance counsellor (without teacher qualifications) will be appointed in accordance with clause 5.3 (Contract of Employment) of this Agreement.
- (b) Each person appointed to a position of guidance counsellor (without teacher qualifications) will be remunerated in accordance with Schedule 1 – S1.4.
- (c) The employer will consider the needs of the school and whether it is possible or desirable to appoint a guidance counsellor (without teacher qualifications) on a full-time continuing basis. The guidance counsellor (without teacher qualifications) will not be employed on a term-time basis.
- (d) A periodic review/appraisal process will be determined by the employer. That process will be in accordance with the principles set out in Schedule 7 of this Agreement.

### **6.4.3 Recognition of Prior Service**

- (a) Clause 4.18 (Recognising Non-teaching Service – Teachers) of this Agreement will apply in recognising prior service. Relevant service for guidance counsellors (without teacher qualifications) will include all previous experience as a guidance counsellor, either in the Catholic education system in Queensland or as a school counsellor with any other school authority in Queensland or other states and territories within Australia or other counselling experience as deemed relevant by the employer.

### **6.4.4 Termination of Employment**

- (a) Should the position of guidance counsellor (without teacher qualifications) cease to exist within a school or system the provisions of the redundancy clause contained in this Agreement will apply.
- (b) Provided that paragraph (a) will not apply to any employee dismissed for incompetence, misconduct or neglect of duty.

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

### **6.4.6 Regularising Current Practice and Savings Clause**

- (a) The parties acknowledge that currently a variety of qualification requirements and remuneration determinations exist in relation to guidance counsellor (without teacher qualification) positions, previously known as school counsellors (without teacher qualifications).
- (b) The parties agree that those employees currently employed as school counsellor (without teacher qualifications) and who occupy a position consistent with the definition provided at subclause 7 will be afforded the title of guidance counsellor (without teacher qualifications) and will be remunerated in accordance with Schedule 1 – S1.4 of this Agreement.

### **6.4.7 Definition**

- (a) The guidance counsellor (without teacher qualifications) is a person appointed as such at the discretion of the employer. A guidance counsellor (without teacher qualifications)



will be a person who is a registered psychologist, or holds another degree deemed acceptable by the employer, and with a minimum of two year of experience relevant to the school setting.

6.4.8 Role

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

6.4.9 Attendance for Work Duties and School Vacation Periods

- (a) Subject to paragraph (b), the guidance counsellor (without teacher qualifications) is not required to attend for work during a vacation period.
- (b) Consistent with the guidance counsellor (teacher) provisions and the nature of the role of the guidance counsellor (without teacher qualifications), it is agreed that the role may require availability:
  - (i) for meetings before and after school, including some evening work;
  - (ii) in the event of critical incidents on weekends and during school vacations; and
  - (iii) to respond to enquiries from parents and students about matters such as QTAC during school vacations.
- (c) In the case of a guidance counsellor (without teacher qualifications) employed on a part-time basis, paragraph (b) will apply to the week days in the vacation periods that correspond to the contracted working week days of the employee during school term, otherwise clause 5.5.7 will apply to those hours (payment of additional hours).

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

### **6.5.1 Coverage**

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

### **6.5.2 Contract of Employment**

- (a) Each person appointed to a position of counsellor (without teacher qualifications) will be appointed in accordance with clause 5.3 (Contract of Employment) of this Agreement and the provisions for school officers contained in this Agreement.
- (b) Each person appointed to a position of counsellor (without teacher qualifications) will be remunerated in accordance with Schedule 1 – S1.5 of this Agreement.
- (c) The employer will consider the needs of the school and whether it is possible or desirable to appoint a counsellor on a full-time continuing basis.
- (d) The counsellor will participate in the school’s periodic review/appraisal process.

### **6.5.3 Classification**

In accordance with Schedule 10 (Counsellors Without Teacher Qualifications), a Level 6 or Level 7 of the school officer classification and wage level (Schedule 1.5 - School Officers) will apply to counsellor (without teacher qualification) positions.

### **6.5.4 Recognition of Prior Service**

Clause 5.13 (Recognition of Service) of this Agreement will apply in recognising prior service. Relevant service for counsellors (without teacher qualifications) will include all previous experience as a counsellor, either in the Catholic education system in Queensland or as a counsellor with any other school authority in Queensland or other states and territories within Australia or as a counsellor in a school setting or not.

### **6.5.5 Termination of Employment**

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

6.5.6 All conditions of employment, other than those stated in this clause will be in accordance with the provisions for school officers contained in this Agreement.

### **6.5.7 Definitions**

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

### **6.5.8 Role**

- (a) The role of a counsellor (without teacher qualifications) is to provide individual and group counselling services to students.
- (b) The counsellor (without teacher qualifications) is required to utilise professional counselling skills to address the relevant educational, personal, vocational and social needs of students within the school setting. In the wider context consultation may be required with other personnel as well as various agencies in achieving service delivery.

- (c) The counsellor (without teacher qualification) operates as an integral part of the school's educational team and provides services which are negotiated with and authorised by the school Principal in support of both the Mission of the school and the goals of the school's development plan.
- (d) Where a counsellor (without teacher qualifications) is appointed to a school that also employs a guidance counsellor (with or without teacher qualifications), they will be required to work under the professional supervision of the guidance counsellor and the Principal on issues of student mental health or student protection.
- (e) The counsellor (without teacher qualifications) may include those persons employed to provide careers advice, school home liaison, work experience or other co-ordinating roles in addition to the provision of individual and group counselling to support student's normal developmental concerns.

#### 6.5.9 School Vacation Periods

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

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

#### 6.6.1 Professional Recognition and Support

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

#### 6.6.2 Definitions

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

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

#### 6.6.3 Teaching Duties – Career Counsellor/Career Adviser (Teacher)

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

#### 6.6.4 Matters Relating to Wages

- (a) Employees who are employed as a Career Counsellor/Career Adviser (Teacher) will be paid in accordance with this subclause and Schedule 1 – S1.4);
- (b) An employee will progress from Level 1 to Level 2 on the basis of one (1) year's satisfactory service at Level 1;

- (c) An employee will progress from Level 2 to Level 3 on the basis of one (1) year's satisfactory service at Level 2 and the possession of a relevant Masters qualification or equivalent;
- (d) An employee who is a teacher and who is classified as Proficient 8 will receive either the wage rate prescribed by this subclause and Schedule 1 – S1.4, or the wage rate for Proficient 8, whichever is higher;
- (e) An employee who, at the date of making this Enterprise Agreement, is in receipt of remuneration which is higher than that prescribed by this subclause and Schedule 1 – S1.4 (regardless of how that remuneration is described) will continue to receive such higher remuneration. Further, such higher remuneration will be adjusted in accordance with the percentage wage movements identified in clause 4.5.

## **PART 7 WAGE RELATED MATTERS**

### **7.1 Cost of Living Payment**

7.1.1 The employer will make Cost of Living Payments (**COLP**) to employees in accordance with this clause.

#### *Definitions*

7.1.2 The following definitions apply for the purposes of this clause:

- (a) *applicable eligibility date* – for each of the applicable earnings year is:
  - (i) in the case of part-time employees whose agreed contracted hours of work do not include the last school day of term 2 – a day in the last school week of term 2; or
  - (ii) for all other purposes - the last school day of term 2.
- (b) *applicable earnings year* – means one of the following 12 month periods:
  - (i) 1 July 2022 to 30 June 2023;
  - (ii) 1 July 2023 to 30 June 2024; or
  - (iii) 1 July 2024 to 30 June 2025.
- (c) *base rate of pay* – has the same meaning as outlined in [section 16\(1\) of the Act](#) except that:
  - (i) the only allowances to be included are:
    - (A) Senior Leader allowances paid in accordance with clause S2.10.7 of Schedule 2 of this Agreement; and
    - (B) Middle Leader allowances paid in accordance with clause S2.16.3 of Schedule 2 of this Agreement; and
  - (ii) the only loading to be included is a casual loading.
- (d) *CPI* – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the applicable earnings year, as published by the Australian Bureau of Statistics.
- (e) *wage increase* – means:
  - (i) for teachers, the percentage increase to wages on or after 1 July at the start of the applicable earnings year pursuant to clause 4.5 of this Agreement or the enterprise agreement this Agreement replaced, as applicable; and
  - (ii) for employees other than teachers, the percentage increase to wages on or after 1 May immediately prior to the applicable earnings year pursuant to clauses 5.11 and 6.1.1 of this Agreement or the enterprise agreement this Agreement replaced, as applicable.

#### *Eligibility*

7.1.3 Subject to clause 1.2 of this Agreement:

- (a) employees (other than casuals) are eligible to receive a COLP from the employer if they:
  - (i) are employed by the employer on the applicable eligibility date; and
  - (ii) received base rate of pay earnings under this Agreement from that employer during the applicable earnings year.

- (b) casual employees are eligible to receive a COLP from the employer for an applicable earnings year if they:
- (i) worked on a minimum of 100 days for the employer during the applicable earnings year; and
  - (ii) either:
    - (A) for the applicable earnings year from 1 July 2022 to 30 June 2023 – worked at least on 1 day for the employer in the 3 months prior to this Agreement coming into operation; or
    - (B) for the other applicable earnings years – worked at least on 1 day for the employer in the 3 months prior to the applicable eligibility date.

#### *Calculations*

7.1.4 A COLP is payable for an applicable earnings year if the CPI exceeds the wage increase.

7.1.5 If the COLP for an applicable earnings year is payable, it is calculated by:

- (a) subtracting the wage increase from CPI with the remaining amount, up to a maximum of 3%, being used for the purposes of paragraph (d);
- (b) determining the base rate of pay actually received by the employee from the employer during the applicable earnings year;
- (c) to determine the amount in (b) as if the wage increase had not been applied - multiply the amount in paragraph (b) by percentage X, with X calculated in accordance with the following formula:  
$$X\% = 100 / (1 + \text{wage increase expressed as a decimal}); \text{ and}$$
- (d) multiplying the amount from paragraph (c) by the amount in paragraph (a) as a percentage.

7.1.6 To avoid doubt and for the purposes of subclause 5(b), the 1 July 2022 to 30 June 2023 earnings year will not include any wage increase from 1 May 2023 for employees other than teachers.

#### *Example 1:*

- *Applicable earnings year is- 1/7/22 to 30/6/23 (see definition in subclause 1.1.2(b)(i))*
- *A school officer has base rate of pay earnings for 1/7/22 to 30/6/23 of \$60,000 (see definition in subclause 1.1.2(c)).*
- *The wage increase for the above applicable earnings year is 4% on 1/5/22 pursuant to the replaced enterprise agreement being the Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan/Religious Institute Schools Queensland 2019 – 2023 (see definition in subclause 1.1.2(g)(ii))*
- *CPI for March 2023 is 7.5%. (see definition in subclause 1.1.2(e))*
- *7.5% - 4% = 3.5%, but maximum amount can only be 3% (see subclause 1.1.5(a))*
- *$X\% = 100 / (1 + 0.04) = 96.15\%$  of \$60,000 = \$57,690 (see subclause 1.1.5(c))*
- *COLP = 3% of \$57,690 = \$1,730.70 (see subclause 1.1.5(d))*

#### *Example 2:*

- *Applicable earnings year is- 1/7/23 to 30/6/24 (see definition in subclause 1.1.2(b)(i))*
- *A part-time teacher has base rate of pay earnings for 1/7/23 to 30/7/24 of \$60,000.*
- *The wage increase for the above applicable earnings year is 4% on 1/7/23. (see definition in subclause 1.1.2(g)(i))*

- *CPI for March 2024 is 5%. (see definition in subclause 1.1.2(e))*
- *5% - 4% = 1% (see subclause 1.1.5(a))*
- *X% = 100/(1 + 0.04) = 96.15% of \$60,000 = \$57,690 (see subclause 1.1.5(c))*
- *COLP = 1% of 57,690 = \$576.90 (see subclause 1.1.5(d))*

*Example 3:*

- *Applicable earnings year is- 1/7/24 to 30/6/25 (see definition in subclause 1.1.2(b)(i))*
- *A full-time teacher takes a period of leave without pay and has a base rate of pay earnings for 1/7/24 to 30/6/25 of \$60,000 (i.e. for the period they were not on leave without pay)*
- *The wage increase for the above applicable earnings year is 3% on 1/7/24. (see definition in subclause 1.1.2(g)(i))*
- *CPI for March 2025 is 3.5%. (see definition in subclause 1.1.3(e))*
- *3.5% - 3% = 0.5% (see subclause 1.1.5(a))*
- *X% = 100/(1 + 0.03) = 97.09% of \$60,000 = \$58,254 (see subclause 1.1.5(c))*
- *COLP = 0.5% of \$58,254 = \$291.27 (see subclause 1.1.5(d))*

*Payments*

7.1.7

The COLP is:

- (a) to be paid as a one-off payment:
  - (i) for the applicable earnings year of 1 July 2022 to 30 June 2023 - in the first full pay period on or after the date this Agreement comes into operation or 1 September 2023, whichever is the later; and
  - (ii) for the other applicable earning years – in the first full pay period on or after 1 September that immediately follows the applicable earnings year; and
- (b) subject to applicable superannuation and taxation laws; and
- (c) not part of the base rate of pay for any purpose.

*Example 1:*

- *Using the COLP payable in Example 1 under subclause 6.*
- *This Agreement comes into operations on 17/8/23.*
- *The next full pay period is from 28/8/23 to 9/9/23.*
- *The COLP of \$1,730.70 is paid to the school officer in the pay fortnight of 10/9/23 – 24/9/23 as this is the later of the relevant pay periods (see subclause 1.1.7(a)(i)).*

*Example 2:*

- *Using the COLP payable in Example 2 under subclause 6.*
- *The COLP of \$576.90 is paid to the part-time teacher in the first full pay period on or after 1/9/24*

7.2

**Payment of Wages and Salaries**

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

### **7.3 Superannuation**

- 7.3.1 The rights and obligations in this clause supplement those in superannuation legislation as amended.
- 7.3.2 Employees can choose to have their contributions paid to any complying superannuation fund.
- 7.3.3 Where an employee does not:
- (a) choose a fund; or
  - (b) have a “stapled fund” as defined in the superannuation legislation,
- the employer will make contributions on their behalf to one of the following superannuation funds or its successor:
- (c) Uni Super Limited; or
  - (d) NGS Super Pty Limited.
- 7.3.4 The employer will contribute 12.75% (inclusive of the superannuation guarantee charge outlined in superannuation legislation) into an employee’s superannuation fund (from subclauses 2 or 3) from the first full pay period on or after the date this Agreement comes into operation.
- 7.3.5 An employee may make voluntary before tax contributions in accordance with the salary packaging provisions.
- 7.3.6 Where an employee salary sacrifices all or part of their income to an approved and designated superannuation fund, the employer will transfer such salary sacrificed contributions to the designated superannuation fund of each employee within fourteen (14) days of the end of each month.

### **7.4 Salary Package into Superannuation Funds**

- 7.4.1 Employees will be permitted to elect to salary package into an approved superannuation fund, subject to compliance with superannuation legislation. Where the employer and individual employee agree an additional contribution may be made into a complying superannuation fund within the range of funds offered by the employer. This Agreement will be subject to the following provisos:
- (a) the fund(s) comply with the provisions of the *Superannuation Industry (Supervision) Act 1993*;
  - (b) the implementation of any such arrangements will be at the discretion of the employer;
  - (c) the contribution will be expressed as either a dollar amount or as a percentage;
  - (d) such salary packaging arrangements will be available to all employees with the exception of casual employees. Notwithstanding the forgoing, an employer, at their discretion, may make these arrangements available to casual employees;
  - (e) the funds will accept electronic funds transfer;
  - (f) any arrangements as set out in this clause will be at the employee’s request;
  - (g) the terms of the arrangement will be committed to writing and signed by the employer and the employee;
  - (h) a copy of the signed Agreement will be held by the employer and a copy provided to the employee;
  - (i) this arrangement may be altered only once per annum; and



(j) the employer will apply a Total Employment Cost (TEC) approach to make payments under the Salary Packaging Agreement.

7.4.2 The employee's TEC will be the sum of the base salary, leave loadings, locality allowances where they apply and superannuation contributions being met by the employer;

7.4.3 The parties acknowledge that within the limits prescribed in this clause the implementation of any salary packaging arrangement will be at the discretion of the employer.

7.4.4 Notwithstanding the foregoing, the costs of administration of salary packaging for the purpose of superannuation only will be met by the employer.

## **7.5 Salary Packaging – Other than to Superannuation**

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

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

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

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

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

7.5.6 Salary packaging arrangements may be altered once per annum.

7.5.7 The employing authority reserves the right to outsource the administration of salary packaging arrangements to a provider appointed by the employing authority.

7.5.8 The employing authority will meet the cost associated with the transmission of approved funds to the service provider. The costs of administration will be borne by the employee in regard to their own package.

7.5.9 Where the employing authority determines that it will internally administer the salary packaging, the costs borne by the employee will be consistent with the costs of administering the elements in the package and will be consistent with that which would be charged by an outsourcer for an equivalent package.

### **7.5.10 Components of Superannuation Packaging**

(a) The following sub-clause applies to the Religious Institute Boys' School employers:

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

- (b) The following sub-clause applies to the Religious Institute Girls' School employers:

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

## **7.6 Deferred Salary Scheme**

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

7.6.2 The following principles for the scheme will apply:

- (a) an employee will make application to participate in the deferred salary scheme a minimum of three (3) calendar months before such participation is to begin.
- (b) to be eligible for participation in the deferred salary scheme, employees must seek advice from a qualified financial advisor and superannuation fund regarding individual implications for taxation and superannuation.
- (c) the fifth (5<sup>th</sup>) year of any deferred salary agreement must be taken as special leave. The rate of pay will be the accumulated surplus retained over the preceding four (4) years. Deferred salary benefits cannot be accrued beyond the five (5) years of the agreement. Any interest on the accrued deferred salary component will be utilised to offset the cost of the scheme.
- (d) an employee will not, during any period in which the employee is on such special leave, engage in any other remunerative employment of a kind performed by the employee in the employment from which the employee was granted special leave.
- (e) superannuation entitlements and employer contribution rates will be governed by the relevant Superannuation Guarantee Contribution legislative provisions (that is, the SGC component will be paid on the four (4) years worked and paid);
- (f) the five (5) year agreement period counts as four (4) years' service for the purpose of accruing long service leave;
- (g) the employee's substantive position will be preserved for the fifth (5<sup>th</sup>) (special leave) year.
- (h) any outstanding long service leave entitlements of ten (10) weeks or more can be taken as part of the fifth (5<sup>th</sup>) special year;
- (i) any employee who withdraws from the scheme will be paid the exact monies contributed to the scheme, with no interest payable. These funds will be paid as a lump sum unless otherwise negotiated with the employer;
- (j) without prejudicing any other circumstances where an employee withdraws from the scheme, an employee who ceases to be employed by the employer will be deemed to have withdrawn from the scheme at the cessation of such employment, unless otherwise agreed; and
- (k) the employee is not covered by workers compensation during the fifth (special leave) year.

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

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

## **7.7 Employee Records and Pay Slips**

- 7.7.1 The requirements for maintaining employee records and pay slips are outlined in the Act and regulations made under the Act and a summary is available on the [website of the Fair Work Ombudsman](#).
- 7.7.2 This subclause applies to Religious Institute Girls School employers who agree to the implementation of measures to provide all employees with details of leave accruals where the employing authority does not currently provide such details on pay advice slips:
- (a) where information concerning the accrual of personal leave and annual leave is not currently reported on pay slips, the employing authority will respond to employee requests for this information within twenty-one (21) days of receipt of the request;
  - (b) where the capacity to report on these accruals currently does not exist, the employing authority will work towards achieving this capacity within the life of the Agreement;
  - (c) employees who currently receive such information on pay advice slips shall continue to be provided with such information on pay advice slips; and
  - (d) employing authorities will advise employees when they are eligible for long service leave. They will respond to requests from employees for an assessment of current long service leave accrual within twenty-one (21) days of receipt of the request.
- 7.7.3 This clause applies to Religious Institute Boys School employers who will provide information twice annually regarding annual leave and personal leave accruals where employees so request:
- (a) where information concerning the accrual of personal leave and annual leave is not currently reported on pay slips, the employing authority will provide the information on employee request within twenty-one (21) days excluding the end-of-year vacation period; and
  - (b) where the capacity to record these accruals on pay slips currently does not exist, the employing authority will work towards achieving this capacity within the life of the Agreement. The employing authority will advise an employee when they are eligible for long service leave. It will provide information, on request from an employee, in a statement of current long service leave accruals, within twenty-one (21) days excluding the end-of-year vacation period.
- 7.7.4 Employees will have access to payslips and leave balances online through 'Web Self Service'. However, where it is not reasonable or convenient for an employee to access this information online, the employer will make available the provision of this information as a 'paper' pay slip.
- 7.7.5 The employer will use its best endeavours to ensure that the leave balances made available to employees are accurate. There may be occasions where delays in the provision of information to the employers' payroll area may result in information which is not up to date. Consequently, employees will use the information so provided as a guide and will be able to seek specific identification of entitlements as required.
- ## **7.8 Overpayments**
- 7.8.1 If an employee is overpaid, the employer will have the right to recover such an overpayment in accordance with this clause and/or in accordance with other legal actions that are available.
- Current Employees*
- 7.8.2 Where the employer seeks to recover an overpayment, the employer may contact the employee in writing to request that a reasonable repayment schedule be agreed to deduct monies from the employer payments to the employee in relation to the performance of work to recover the overpayment.

- 7.8.3 The employer and employee cannot unreasonably withhold agreement to a reasonable repayment schedule proposed by either party in accordance with subclause 2.
- 7.8.4 To avoid doubt, subclause 2 does not prevent the parties from reaching agreement to recover the debt by means other than deductions from employer payments to the employee, such as the employee agreeing to pay the overpayments by lump sum payment(s).
- 7.8.5 If a party believes the other party is unreasonably withholding agreement to a reasonable repayment schedule for the purposes of subclause 2, then that party can raise a dispute to be dealt with in accordance with clause 2.4 (Procedures for Preventing and Settling Disputes) of this Agreement.
- 7.8.6 If the Fair Work Commission arbitrates the dispute and makes a determination that is binding on the parties in accordance with clause 2.4.5 of this Agreement about an amount that is to be deducted from the employer payments to the employee in relation to the performance of work to recover the overpayment, then that deduction will be authorised by the employee for the purposes of section 323(b) of the Act.

*Terminating Employees*

- 7.8.7 If, at the date of termination of an employee's services, it is clearly established and accepted by the employee that the employee owes the employer money (for example, in the case of overpayment of wages), the employer is entitled to and may withhold from monies due to the employee, as either wages or leave entitlements, an amount equivalent to the overpayment if authorised by the employee, which cannot be unreasonably withheld.

## **PART 8 LEAVE**

### **8.1 Annual Leave – Teachers**

8.1.1 The NES provide that an employee (other than a shift worker) is entitled to four weeks annual leave.

8.1.2 For teachers, annual leave will be deemed to be taken, in the case of an employee whose employment with the employer is continuing into the next school year, in the four weeks immediately following the final term week of the current school year, unless otherwise agreed between the employer and the employee.

### **8.2 Annual Leave Loading – Teachers**

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

8.2.2 Where a teacher:

- (a) does not work for the full school year as referred to in subclause 1; and
- (b) has completed at least one full term of teaching (including paid leave granted by the employer),

the teacher will be paid a proportion of the annual leave loading prescribed in subclause 1 that the teacher's service excluding school vacations bears to a standard school year.

8.2.3 For the purposes of subclause 2:

- (a) the proportion of salary will be calculated on the salary which the employee was receiving either immediately before cessation of employment or immediately before the Christmas vacation period as applicable; and
- (b) a standard school year for a teacher with the employer is calculated as prescribed in clause 4.7.3(b) of this Agreement (Proportion of Full Year Salary).

8.2.4 For the purposes of this clause, salaries will be regarded as including allowances prescribed by Schedule 1.

8.2.5 Annual leave loading for a teacher will be paid to an employee by one of the following applicable methods:

- (a) as part of a termination payment;
- (b) in employer designated pay periods in December each year, or
- (c) where an employee has a salary packaging arrangement (in accordance with clause 7.5) it may be agreed that the loading be paid fortnightly in the regular pay periods.

8.2.6 Subclauses 5 (b) and (c) do not apply to Edmund Rice Education Australia employers.

**8.3 Annual Leave and Loading – General Employees**

**8.3.1 Entitlements**

- (a) Full-time, part-time and fixed-term general employees, covered by this Agreement shall, at the end of each year of employment, be entitled to annual leave with pay as set out in this clause.
- (b) The accrual rate of annual leave for full-time employees will be one hundred and fifty-two (152) hours per annum (i.e. four (4) weeks annual leave per annum on a thirty-eight (38) hour week basis).
- (c) An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year. Service includes a period when annual leave is taken by the employee. The calculation of the entitlement to such leave is set out in paragraphs (d) and (e).
- (d) Part-time and fixed-term employees will at the end of the initial school year in which they are employed be entitled to annual leave calculated as follows:

- (i) annual leave due to the employee will be determined using the following formula:

$$\frac{A}{\text{Fifty-two (52)}} \times \text{Four (4) weeks} = \text{weeks of annual leave}$$

Where: A = number of weeks worked during that year

- (ii) the number of weeks of annual leave determined using the formula in subparagraph (i) will be paid for as follows:

$$\text{weeks of annual leave} \times B \times \text{the hourly rate applicable at the time}$$

Where B = average hours worked per week during that year

- (e) Part-time and fixed-term employees will at the end of each subsequent school year in which they are employed be entitled to annual leave calculated as follows:

- (i) annual leave due to the employee will be determined using the following formula:

$$\frac{C}{\text{Fifty-two (52)}} \times \text{Four (4) weeks} = \text{weeks of annual leave}$$

Where: C = number of weeks worked during that year plus the number of weeks of annual leave determined using the formula in paragraph (d)(i).

- (ii) The number of weeks of annual leave determined using the formula in paragraph (d)(i) will be paid for as follows:

$$\text{weeks of annual leave} \times B \times \text{the hourly rate applicable at the time}$$

Where B = average hours worked per week during that year

- (f) Annual leave for term-time employees will be calculated and paid in accordance with the relevant provisions of Schedule 11.
- (g) Annual leave will be taken by all employees during school vacation periods unless otherwise agreed between the employer and employee.

- (h) If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.
- (i) An employee, who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, is not entitled to any further annual leave at the end of that year of employment.
- (j) An employee, who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

#### 8.3.2 Calculation of Annual Leave Pay

- (a) In respect to annual leave entitlements to which this clause, annual leave pay (including any proportionate payments) will comprise:
  - (i) the employee's ordinary wage rate as prescribed by the Agreement for the period of the annual leave; and
  - (ii) a further amount calculated at the rate of seventeen and a half per cent (17.5%) of the amounts referred to in paragraph (a)(i) (**annual leave loading**).
- (b) Subclause 2 (a) will not apply to:
  - (i) any period or periods of leave exceeding four (4) weeks per annum in any other case; and
  - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

#### 8.3.3 Annual leave loading for a general employee will be paid by one of the following methods:

- (a) at the time of taking annual leave, or
- (b) where an employee has a salary packaging arrangement (in accordance with clause 7.5) it may be agreed that the loading be paid fortnightly in the regular pay periods.

#### 8.3.4 Termination (employees other than casuals)

- (a) If any employee will be dismissed by the employer or resign after any leave will have become due, and without such leave having been taken, such employee will be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with subclause 2.
- (b) If any such leave will not have been taken as it falls due from time to time, such leave will be cumulative from year to year.

#### 8.3.5 Cashing-Out Annual Leave

- (a) A general employee may apply, to the employer, in writing to cash-out a proportion of their accrued annual leave instead of taking this leave and the criteria governing such an application are as follows:
  - (i) at least four (4) weeks accrued annual leave must be retained at any point of time to use as annual leave in the usual manner;
  - (ii) each payment of a particular amount of accrued annual leave must be by separate written agreement between the employee and the employer;
  - (iii) the employee may apply to combine the cash-out of some annual leave with the taking of some annual leave. In this case, the time taken in annual leave may be deducted from the minimum retained four (4) weeks leave;

- (iv) cashing-out of annual leave may only occur once in any a calendar year;
  - (v) the notice period required to cash-out some annual leave only is a minimum of four (4) weeks (or less by mutual agreement with the employer);
  - (vi) the employee will seek independent financial advice prior to making application to cash-out their annual leave;
  - (vii) superannuation at the rate the employee would have received if they had taken the leave is payable on the cashed out amount; and
  - (viii) the employee is paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (b) If an application to cash out annual leave is approved, the employer will provide to the employee written confirmation of such approval. The existing arrangements for making application for annual leave would continue in the present form.
- (c) To avoid doubt, any agreement to cash-out annual leave in accordance with this clause can only be initiated by the employee.

#### 8.3.6 Direction to Take Excess Annual Leave

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



## 8.4 Long Service Leave

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

### 8.4.1 Accrual of Long Service Leave

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

### 8.4.2 Access to Long Service Leave

- (a) Employees are entitled to access their accrued long service leave after completing seven (7) years of continuous service. An employee is entitled to access subsequent leave, where that employee has an entitlement of four (4) weeks or more. All applications for leave will be in accordance with the provisions for taking of such leave.
- (b) An employee who has completed at least seven (7) years of continuous service is entitled to a proportionate payment for long service leave on the termination of the employee's service.
- (c) A casual employee who is entitled to long service leave will have the entitlement calculated as follows:  
$$\text{Actual service}/52 \times 1.3 = \text{entitlement in hours}$$
- (d) "Actual service" in subparagraph (c) means the total ordinary hours actually worked by the casual employee during the period of continuous service.
- (e) The minimum period of leave that may be taken by an employee is normally one (1) week.
  - (i) In some clearly identified and demonstrated exceptional circumstances an employer may approve an application for a period less than one (1) week, but not less than one (1) day.
  - (ii) Where the period of long service leave is less than a school term (nominally ten (10) weeks) that leave should normally be taken wholly within the school term period.
  - (iii) Non-teaching term-time employees may access accrued long service leave during periods of unpaid leave, including school vacations.
- (f) Where an employee applies to access a period of long service leave of one week or more, that employee will be required to make application at least twenty (20) weeks prior to the proposed commencement date for the leave. This period of notice may be reduced by mutual agreement between the employer and the employee. The employer's right to make the final decision will not be diminished by this arrangement.
- (g) Where an employee applies to access a period of long service leave of less than one week that employee will be required to make application at least four (4) weeks prior to the proposed commencement date for the leave. This period of notice may be reduced by mutual agreement between the employer and the employee. In emergent circumstances, where an employee is unable to provide four (4) weeks' notice, the application will be made as soon as practicable.

#### 8.4.3 Employer Direction to Take Long Service Leave

- (a) In the first instance an employee and employer may agree when the employee is to take Long Service Leave and this will normally occur through the employee applying, in accordance with subclause 2, to access their leave.
- (b) Subject to paragraph (c), an employer may direct an employee who has accrued long service leave after completing at least 10 years of continuous service to take a period of leave provided the direction:
  - (i) is to take at least 1 full school term; and
  - (ii) gives the employee written notice of at least twenty (20) weeks.
- (c) Before directing an employee to take the leave, discussions must first occur between the employer and the employee in a genuine attempt to achieve agreement as to when such leave is to be taken.
- (d) Any period of long service leave taken by an employee is exclusive of any public holiday(s), and/or paid vacation periods.

#### 8.4.4 Interaction between personal/carer's leave and long service leave

- (a) An employee may request to have a period of long service leave re-credited and personal/carer's leave used instead for a period of illness or care or support in accordance with clause 8.5.4(a)(i) or (ii) (Taking Personal/Carer's Leave), whilst the employee is on long service leave.
- (b) An employee is entitled to have the period of long service leave re-credited where the period of illness or care or support referred to in paragraph (a), is one (1) calendar week (seven (7) days) or more and the request is accompanied by a medical certificate or other appropriate proof of the reason for the request.

8.4.5 When an employee has a period of long service leave re-credited as provided in subclause 4, the actual period of absence from work will not normally be extended.

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

#### 8.4.7 Long Service Leave at Half Pay

- (a) Accrued Long Service Leave (LSL) may be accessed at half pay and the employee will be entitled to double the period of leave which would otherwise be applicable.
- (b) The period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.
- (c) Where an employee accesses LSL at half pay that employee's current ordinary hours will be deemed to be halved and all entitlements will accrue on that pro rata basis.
- (d) The facility to access long service leave at half pay is not available to employees where the time to be taken is less than four (4) weeks.
- (e) Where an employee accesses long service leave at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated. Any associated costs will be borne by the employee consistent with current salary packaging arrangements.
- (f) A period of LSL at half pay will be exclusive of public holidays. A public holiday occurring during a period of LSL at half pay, and which falls on a day on which the subject employee would otherwise work, will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.

- (g) Where an employee on a period of LSL at half pay becomes ill or is required to provide care and support in accordance with clause 8.5 (Taking Personal/Carer's Leave), the provisions of subclause 4 will apply, except that the:
- (i) period of personal/carers' leave will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay;
  - (ii) quantum of LSL re-credited to the employee will be half that which would have been applicable if the employee were not accessing LSL at half pay; and
  - (iii) quantum of personal/carers' leave debited from the employee's personal/carers' leave account will be half that which would have been applicable if the employee were not accessing LSL at half pay.
- (h) The provisions of this clause will apply to teachers who access a period of LSL at half pay:
- (i) a period of LSL at half pay will be exclusive of school vacations.
  - (ii) school vacations (except for the Christmas vacation) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.
  - (iii) school vacations (except for the Christmas vacation) which are contiguous with a period of LSL at half pay will be paid for at the rate which would have been applicable if the employee were not accessing LSL at half pay.
  - (iv) where a teacher accesses a period of LSL at half pay which is wholly within one calendar year (as defined in paragraph (v) below), that employee will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

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

Where:

- P Is the total amount paid to the employee for the Christmas vacation.
  - L Is the number of weeks actually worked plus the number of weeks debited from the employees LSL account.
  - W Is the number of weeks the teacher would have worked if they had not accessed LSL.
  - S Is the total amount which would have been paid for the calendar year if the employee were not accessing LSL at half pay.
  - A Is the total amount paid to the teacher in that calendar year prior to the Christmas vacation.
- (v) for the purposes of this clause, "calendar year" will be defined in one of two ways, depending on the method of employing teachers used by a particular employer. Where an employer employs teachers from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (iv). Where an employer employs teachers from the beginning of term one to the day before the beginning of term one in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (iv).

- (vi) where a teacher accesses a period of LSL at half pay and that period extends across two calendar years, that employee will be paid in accordance with this subparagraph. For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (iv). All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.

#### 8.4.8 Portability of Long Service Leave

- (a) Long service leave accruals with Queensland Catholic education employing authorities from the nominated date will be portable subject to paragraph (d).
- (b) For teachers the “nominated date” described in paragraphs (a) and (d) is the date identified in Schedule 16 (Long Service Leave – Teachers), paragraphs S16.3 (b), (c), (d) and (e) as appropriate for teachers who were employed at that date (or subsequently) by the employers identified in those paragraphs.
- (c) For school officers and services staff the “nominated date” described in paragraphs (a) and (d) is 1 January 2004.
- (d) For the purposes of portability of long service leave:
  - (i) all continuous service with the employee’s employer as at the nominated date will be portable for the purpose of long service leave accrual; and
  - (ii) all continuous service, from the nominated date, with a Catholic education employer will be portable for the purpose of long service leave accrual; and
  - (iii) there must be continuity of service (as defined by the *Industrial Relations Act 2016* (Qld)) between Catholic education employing authorities.

#### 8.4.9 Cashing Out Long Service Leave

Employees who are eligible to access their accruals of long service leave (i.e. after seven (7) years’ service) may apply, to the employer, in writing to “cash out” a proportion of such leave instead of taking leave. Provided that:

- (a) at least five (5) weeks must be retained at any point of time to use as long service leave, in accordance with this clause and Schedule 16 of this Agreement;
- (b) the employee may apply to combine the cash out of some long service leave with the taking of some long service leave. In this case, the time taken in long service leave may be deducted from the minimum retained five (5) weeks leave, as prescribed in paragraph (a) above.

*For example, thirteen (13) weeks accrued long service leave may be taken as eight (8) weeks cashed out, three (3) weeks in leave actually taken and two (2) weeks long service leave retained for another time.*
- (c) the “cashing out” of long service leave may only occur once in any five (5) year period;
- (d) the notice period required to cash out some long service leave only is a minimum of four (4) weeks (or less by mutual agreement with the employer); and
- (e) the employee seeks independent financial advice prior to making application to “cash out” their long service leave.

The existing arrangements for making application for long service leave would continue in the present form.

### 8.5 Personal/Carer’s Leave

#### 8.5.1 Personal/Carer's Leave Accrual

- (a) Full-time employees will accrue personal/carer's leave at the rate of ten (10) days per year.
- (b) Personal/Carer's leave is accrued at the rate one (1) day for every 5.2 weeks of service and will accumulate from year to year.
- (c) Part-time or term-time employees accrue personal/carer leave on a pro rata basis.

#### 8.5.2 Portability of Personal/Carer Leave

There will be portability of personal/carer's leave among all Queensland Catholic school employers, conditional upon the following:

- (a) all personal/carer's leave accruing after 12 January 2004 will be portable; and
- (b) there must be continuity of service between the Queensland Catholic school employers.

#### 8.5.3 Taking Personal/Carer's Leave

- (a) An employee may take paid personal/carer's leave if the leave is taken:
  - (i) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - (A) a personal illness, or personal injury, affecting the member; or
    - (B) an unexpected emergency affecting the member; or
  - (iii) for their emotional recovery following a traumatic event.
- (b) If the employee has exhausted his or her entitlement under subclause 4(a), the employee may take up to an additional two (2) days unpaid personal/carer's leave each time the employee needs to care for and support members of the employee's immediate family or household who requires care and support for a reason specified in paragraph 4(a)(ii).
- (c) The employee may take additional unpaid carer's leave if the employer agrees.
- (d) An employee cannot take personal/carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than one (1) person to care for the person.
- (e) Personal/carer's leave may be taken for part of a day.
- (f) In this clause:
  - (i) "employee" does not include a casual employee.
  - (ii) "personal/carer's leave" includes sick personal/carer's leave accrued before the commencement of this clause.

#### 8.5.4 Casual Employees

- (a) A casual employee is entitled to unpaid personal/carer's leave where a reason specified in subclause 3(a) applies.
- (b) The employer must not fail to re-engage a casual employee only because the employee has taken unpaid personal-carer's leave under this clause.
- (c) However, the rights of an employer not to re-engage a casual employee are not otherwise affected.

#### 8.5.5 Provision of evidence to the employer

- (a) Subject to paragraph (b), where an employee accesses personal/carer's leave as a result of their own personal illness or injury (subclause 3(a)(i)), and the employee's absence is for more than two (2) days, the employee is required to give the employer a doctor's certificate or other reasonably acceptable evidence about the nature and approximate duration of the illness.
- (b) An employer may give an employee written notice that for future absences of less than 3 days, the employee is required to give evidence about the nature of the employee's illness or injury as referred to in paragraph (a) provided that:
  - (i) the employer forms a reasonable concern in relation to the absences of an employee;
  - (ii) such reasonable concern relates to:
    - (A) absences on working days before or following a public holiday, approved leave, an RDO or school vacation period; or
    - (B) absences on particular days or events; or
    - (C) absences with a frequency that exceeds reasonable workplace norms.
  - (iii) the employer must first:
    - (A) give the employee an opportunity to discuss and respond to the reasonable concern; and
    - (B) consider the employee's response; and
  - (iv) the written notice includes:
    - (A) any specific directions in relation to:
      - (1) how and who the employee is to notify in relation to absences; and/or
      - (2) whether there will be a follow up meeting after absences to consider whether there is any reasonable support that the employer can provide the employee;
    - (B) a date by which the notice expires that must be within 12 months of the date of the notice; and
    - (C) information that a further written notice may be issued if subparagraphs (i) to (iii) are satisfied in the future.
- (c) To avoid doubt, paragraph (b) does not restrict the employer from taking other management action at any time relating to an employee's illness, injury or absence.

- (d) Where an employee accesses personal/carer's leave for a reason specified in subclause 3(a)(ii) (to provide care and support) or (iii) (emotional recovery), then the employee must, if required by the employer, produce a doctor's certificate (where appropriate) or a statutory declaration evidencing that the leave is taken for the specified reason.
- (e) An employee must, if practicable, give the employer:
  - (i) notice of the intention to take personal/carer's leave before taking the leave; and
  - (ii) if providing care or support, the name of the person requiring care and the person's relationship to the employee; and
  - (iii) the reason for taking the leave; and
  - (iv) the period that the employee estimates he or she will be absent; and
  - (v) if the reason for taking the leave is because an unexpected emergency has arisen, the nature of the emergency.
- (f) If it is not practicable for the employee to notify the employer of the intention to take personal/carer's leave before taking the leave, the employee must notify the employer at the first reasonable opportunity.

## **8.6 Health Check Leave**

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

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

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

- 8.7.1 Employees are entitled to access paid leave to care for or support a household member who is terminally ill. This leave will be deducted from the employee's personal/carer's leave accrual.
- 8.7.2 A further three (3) months of unpaid leave can be accessed by the employee to continue such care and support if necessary.
- 8.7.3 An employer may request a doctor's certificate indicating the terminal nature of the illness.

## **8.8 Unpaid Parental Leave**

- 8.8.1 Unpaid parental leave provisions are provided for in the NES (Chapter 2, Part 2-2, Division 5: sections 67 to 85 of the Fair Work Act 2009).
- 8.8.2 For information purposes, a summary of the NES provisions are provided on the [Fair Work Ombudsman website](#).
- 8.8.3 The normal guidelines and application procedures of the employer will be used to access unpaid parental leave.
- 8.8.4 Interruption of Leave by Return to Work
  - (a) An employee and employer may agree that the employee break the period of parental leave by returning to work for the employer, whether on a full-time, part-time or casual basis.
  - (b) The period of parental leave cannot be extended by the return to work beyond the total period allowed under the NES.

## 8.9 Paid Parental Leave

### 8.9.1 Eligible Employees

Eligible employees are entitled to a paid component of parental leave. An employee is eligible if they:

- (a) have at least one (1) year's continuous service with the employer;
- (b) comply with either subclause 3 (a), (b), (c) or (d); and
- (c) have complied with relevant notice and evidence requirements for taking parental leave unless the non-compliance was caused by:
  - (i) the child being born, or the pregnancy otherwise terminating, before the expected date of birth; or
  - (ii) the child being placed for adoption before the expected day of placement; or
  - (iii) another reason that was reasonable in the circumstances and the employee has given the employer:
    - (A) notice as soon as reasonably practicable; and
    - (B) evidence supporting the reason for non-compliance that would satisfy a reasonable person in the circumstances.

### 8.9.2 In this clause:

- (a) "child" for the purposes of subclause 3 (adoption) means a child under the age of five (5) years at the date of placement, but does not include a child who:
  - (i) has lived continuously with the employee for a period of at least six (6) months; or
  - (ii) is the child or stepchild of the employee or employee's spouse.
- (b) "full pay" means the normal average weekly earnings for the six (6) weeks immediately preceding the date upon which the employee commenced parental leave.
- (c) "PPL" means paid parental leave;
- (d) "primary carer" means the person who assumes the Principal role of providing care and attention to a child; and
- (e) "still born child" has the same meaning as outlined in [section 77A\(2\) of the Act](#).

### 8.9.3 PPL – Continuing Employees

Eligible continuing employees are entitled to PPL as follows:

- (a) a female employee who is giving birth to a child and remains the primary carer of the child is entitled to up to 14 (fourteen) weeks PPL on full pay;
- (b) an employee who has adopted a child and remains the primary carer of the child is entitled to up to 14 (fourteen) weeks PPL on full pay from the date of placement;
- (c) a female employee who gave birth to a still born child is entitled to up to 14 (fourteen) weeks PPL on full pay from:
  - (i) the date of the still birth if a period of PPL had not already commenced prior to that date; or
  - (ii) the date the period of PPL commenced if that date is prior to the still birth; and



- (d) an employee who is the:
  - (i) spouse of a mother who has given birth to their child; and
  - (ii) primary carer of the child for at least five (5) consecutive working days within the first fourteen (14) weeks immediately following the birth of the child,is entitled to PPL on full pay for that period.

8.9.4 Where both spouses:

- (a) are employed by employers covered by either this Agreement or the *Catholic Employers Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2023 - 2026* (or any enterprise agreement that replaces, or is replaced by that agreement); and
- (b) would otherwise comply with subclauses 3 (a) and (d),

the entitlement for PPL is up to 14 (fourteen) weeks between them.

*For example, an employee of a Diocesan employer is pregnant and has applied for parental leave to commence 6 weeks before the date of birth. That employee then returns to work 6 weeks after giving birth. At this time, that employee's spouse, who is employed by a Religious Institute School employer, becomes the primary carer of the child for the next 8 weeks (ie. up to the end of the first 14 weeks immediately following the birth). The employee who gave birth receives 12 weeks PPL (pursuant to this Agreement), while the spouse would be entitled to two (2) weeks PPL (ie. a maximum of 14 weeks PPL between them).*

*For the avoidance of doubt, it is recorded that PPL is exclusive of Paid Spousal Leave – Non-Primary Carer. Consequently, the spouse is entitled to: two weeks spousal leave at the time of the birth (clause 8.9.11); and two (2) weeks PPL after the employee who gave birth returns to work.*

8.9.5 PPL is:

- (a) taken at the commencement of parental leave as one unbroken period and cannot be broken into smaller periods of leave (subject to paragraph (e) for term-time employees);
- (b) counted as service for all purposes with superannuation and all other employee entitlements continuing to accrue during the leave;
- (c) inclusive of public holidays which may fall during the period of leave;
- (d) for teachers, exclusive of any paid school vacation period which may fall during the period of leave;
- (e) for term-time employees:
  - (i) exclusive of any unpaid school vacation period that may fall during the period of leave; and
  - (ii) if subject to clause S11.11 of Schedule 11 (Annualisation of Salary – Term Time Employees), paid on the basis that the employee will receive the equivalent of 14 weeks full pay at the weekly wage rate that would apply if an annualization of salary arrangement was not implemented;
- (f) accessed prior to any annual leave or long service leave that the employee may wish to apply for;
- (g) not to be substituted by paid personal/carer's leave; and
- (h) not diminished by any federal government's legislative paid parental leave scheme that is implemented consistent with that legislation.

#### 8.9.6 Subsequent Eligibility for PPL (eg. pregnancy) while on leave

- (a) An employee who:
  - (i) is already on parental leave; and
  - (ii) subsequently becomes eligible to receive PPL in accordance with 8.9.1 (Eligible Employees),will be entitled to subsequent period(s) of PPL on full pay without any requirement to first return to work.
- (b) An employee on extended leave without pay (other than parental leave) is not entitled to PPL.
- (c) For the purposes of paragraph (a), “full pay” means the normal average weekly earnings for the 6 weeks immediately preceding the date the employee commenced their initial period of parental leave.

#### 8.9.7 PPL - Half Pay

- (a) Where an employee is entitled to PPL and elects to access this entitlement at half pay, the following applies:
  - (i) the employee will be entitled to double the period of leave which would otherwise be applicable;
  - (ii) the period of PPL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing PPL at half pay;
  - (iii) where an employee accesses PPL at half pay, the employee’s current ordinary hours will be deemed to be halved and all entitlements will accrue on that pro rata basis;
  - (iv) where an employee accesses PPL at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated - any associated costs will be borne by the employee consistent with current salary packaging arrangements;
  - (v) a period of PPL at half pay will be inclusive of public holidays and where a public holiday falls:
    - (A) during a period of PPL at half pay; and
    - (B) on a day on which the subject employee would otherwise work,
  - (vi) the employee will be paid for the public holiday at half the rate which would have been applicable if the employee were not accessing PPL at half pay.

#### 8.9.8 PPL – Half Pay - Teachers

The following provisions will apply to teachers who access PPL at half pay:

- (a) a period of PPL at half pay will be exclusive of school vacations;
- (b) school vacations (except for the Christmas vacation) which are within a period of PPL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing PPL at half pay;
- (c) school vacations (except for the Christmas vacation) which are contiguous with a period of PPL at half pay will be paid for at the rate which would have been applicable if the employee were not accessing PPL at half pay;

(d) Christmas Vacation

Where a teacher accesses a period of PPL at half pay which is wholly within one calendar year (as defined in sub-paragraph (e) below), that employee will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

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

Where:

P - is the total amount paid to the employee for the Christmas vacation;

L - is the number of weeks actually worked plus the number of weeks of PPL;

W - is the number of weeks the teacher would have worked if they had not accessed PPL;

S - is the total amount which would have been paid for the calendar year if the employee were not accessing PPL at half pay; and

A - is the total amount paid to the teacher in that calendar year prior to the Christmas vacation.

(e) for the purposes of this clause, "calendar year" will be defined in one (1) of two (2) ways, depending on the method of employing teachers used by a particular employer:

(i) Where an employer employs teachers from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of sub-paragraphs (d) and (f); and

(ii) Where an employer employs teachers from the beginning of term one to the day before the beginning of Term One in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of sub-paragraphs (d) and (f); and

(f) where a teacher accesses a period of PPL at half pay and that period extends across two (2) calendar years (as defined in paragraph (e)), that employee will be paid in accordance with this paragraph:

(i) For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (d).

(ii) All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of PPL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.

8.9.9 PPL – Fixed-Term Employees

(a) Fixed-term employees are eligible for PPL on the same basis as continuing employees.

(b) Notwithstanding paragraph (a) above, where the employee's contract comes to an end before the expiration of the period of PPL, the employee will be entitled to receive payment only up until the conclusion of the fixed-term contract.

(c) Where a fixed-term employee secures a further contract, and that further contract commences within three (3) months of the expiry of the preceding contract, any period of PPL that would have been forfeited as a result of the expiry of the preceding contract can be accessed from the date of commencement of the new contract of employment.

#### 8.9.10 Payment of PPL

- (a) The employee may request, and the employer may agree, that the payment for PPL be made in advance at the time of commencing such leave. Where agreement is not reached, the employee will be paid in accordance with the normal fortnightly pay cycle.
- (b) Where an employee has received payment in advance for the period of PPL at the time of commencing leave, and the pregnancy subsequently results in a miscarriage or stillbirth, the employee will be entitled to retain such payment, subject to the employee remaining on leave for a minimum of fourteen (14) weeks.
- (c) 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 will be entitled to remain on PPL for the fourteen (14) week period.

#### 8.9.11 Paid Spousal Leave – Non-Primary Carer

- (a) An employee is entitled to ten (10) days (pro-rata for part-time employees) paid leave in connection with the birth or adoption of child/children for whom the employee will have responsibility or a stillborn child for whom the employee would have had responsibility as follows:
  - (i) this leave is a separate entitlement to personal/carer's leave and will not be deducted from the employee's accrued personal/carer's leave.

*For example, a full-time employee is entitled to ten (10) days paid leave from the school workplace (that is, a fortnight's full-time wage payment) in connection with the birth or adoption of their child.*
  - (ii) subject to paragraphs (iii) to (vi) below, the employee can nominate when they will take this leave;
  - (iii) subject to subparagraph (iv), the period of leave nominated by the employee will be taken within one month after:
    - (A) the birth or adoption of the child;
    - (B) the child being first discharged from hospital following a period of hospitalisation immediately following birth; or
    - (C) the stillbirth of the child.
  - (iv) in cases of demonstrated need (for example, travel to a birthing facility or caring for other children where complete bed rest for pregnant partner is prescribed) this leave may be accessed prior to confinement or adoption;
  - (v) the employee must comply with the notice requirements identified in paragraph (b) below;
  - (vi) the employee must, if requested, participate in discussions with the employer regarding reasonable operational requirements.
  - (vii) this period of leave is inclusive of public holidays which may fall during the leave;
  - (viii) for teachers, this period of leave will be exclusive of any paid school vacation which may fall during the leave;
  - (ix) an employee will not be required to provide a medical certificate to support such leave;

- (b) To be entitled to the leave (paid spousal leave – non-primary carer) provided at paragraph (a) above, an employee must comply with the following requirements of:
- (i) subclause 1(a) – 1 year’s continuous service with the employer; and
  - (ii) subclause 1(c) - notice and evidence requirements.
- (c) Employees who are the primary care givers and have accessed PPL in accordance with subclause 3(b) or (d) within one month of the birth or adoption are eligible for paid spousal leave pursuant to this clause only for the period within that first month that was not PPL; and

*For example, a spouse accessed PPL for the first 3 weeks following the birth of a child. That spouse would be entitled to 1 week of paid spousal leave being the remainder of the period not covered by PPL within the month following the birth when paid spousal leave must be taken.*

- (d) For part-time employees:
- (i) the provisions of paragraph (a) above apply, except where altered by paragraphs (ii) to (iii) below.
  - (ii) paid spousal leave is on a pro rata basis and the quantum of paid hours of spousal leave will be the same as the number of hours which the employee would normally have received in the two week period of leave had the employee attended for work; and
  - (iii) it is recognised that the period of absence will not often fall neatly in complete weeks of the school timetable,

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

- (e) In addition to the provision at subclause 11 (a) and (d), an employee will be entitled to five (5) days spousal leave in connection with the birth or adoption of child/children for whom the employee will have responsibility subject to the following as follows:
- (i) the leave will be used to enable the employee to attend to medical/agency appointments or to care for ill members of the immediate family;
  - (ii) an employer may request either confirmation of medical/agency appointments, or a doctor’s certificate indicating the nature of the illness, as the case may be; and
  - (iii) the leave will be deducted from the employee’s accrued personal/carer’s leave.

## **8.10 Compassionate Leave**

8.10.1 An employee, other than a casual employee, is entitled to:

- (a) at least three (3) days paid compassionate leave for each permissible occasion when a member of the person's immediate family or household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life, for the purposes of spending time with that member; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life, for the purposes of spending time with that member; or
  - (iii) dies.
- (b) If the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid compassionate leave equal to the time reasonably required for the travel.
- (c) Compassionate leave may be taken as a single three (3) day period, three (3) separate one day periods, or as otherwise agreed with the employer.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, (see subclause 1(a)(i) or (ii)) the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) An employee may take additional unpaid compassionate leave if the employer agrees.

8.10.2 Casual Employees

- (a) A casual employee is entitled to at least three (3) days unpaid compassionate leave on the same basis, and subject to the same conditions, as provided in subclause 1(a) above.
- (b) The employer must not fail to re-engage a casual employee only because the casual employee has taken compassionate leave under this clause.
- (c) However, the rights of an employer not to re-engage a casual employee are not otherwise affected.

8.10.3 Notice and Evidence

- (a) An employee must give his or her employer notice of the taking of compassionate leave as soon as practicable (which may be at a time after the leave has started) and must advise the employer of the period, or expected period, of the leave.
- (b) In the event of a death, the employee must give the employer a copy of the funeral notice or other evidence of the death the employer reasonably requires.
- (c) In circumstances other than a death, an employee who has given their employer notice of taking compassionate leave must, if required by the employer, provide the employer with evidence which would satisfy a reasonable person that the leave is taken for the reason specified.

## **8.11 Emergency and Natural Disaster Leave**

8.11.1 The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.

8.11.2 Employees will assist with keeping schools open to support students, families and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in subclause 3 or are otherwise on approved leave. Subject to subclause 3 employees may be asked to assist with preparing for a reopening of a damaged school.

- 8.11.3 An employee who is prevented from attending the employee's normal place of employment because of floods, cyclonic disturbances, severe storms, or bush fires (or any other comparable natural disaster or emergency) will be granted a maximum of five (5) days per calendar year non-cumulative paid leave in the following circumstances:
- (a) when they have experienced extreme loss or trauma; or
  - (b) where the employee must, of necessity, remain at home to safeguard the employee's family or property; or
  - (c) where the employee must remain at home to have temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence etcetera; or
  - (d) where an employee must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or
  - (e) where the employee is away from their usual residence and is unavoidably delayed in returning to their place of employment due to identified and specific disruptions to transport services and facilities; or
  - (f) where the employee is required to return home before the employee's usual ceasing time to ensure personal safety, the protection of the employee's family and property or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions.

8.11.4 Access to the leave in subclause 3 will be coordinated by the employer and/or Principal.

8.11.5 The employer and/or Principal will make every effort to clarify contact and communication procedures to be used at times of emergencies.

8.11.6 The employer may consider additional paid leave in exceptional circumstances or where an employee is affected by more than one (1) disaster or emergency in any year.

8.11.7 Leave for attendance at emergencies

- (a) An employee who is a member of the State Emergency Service, voluntary member of a local firefighting unit, members of a Rural Fire Brigade, auxiliary of a fire brigade, honorary ambulance officer or St John ambulance volunteer will be granted paid leave when called out for emergencies, to fight local fires or where an emergency situation or state of disaster has been declared under the Public Safety Preservation Act 1986 (Queensland) or the Disaster Management Act 2003 (Queensland).
- (b) Paid leave is not available for training purposes, however unpaid leave may be granted at the employer's discretion.

## **8.12 Defence Force Reserve Leave**

8.12.1 Teachers

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

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

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

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

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

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

#### 8.12.2 School Officers and Service Staff

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

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

- (b) In addition to the above, a further fourteen (14) calendar days leave with pay may be accessed in an employee's first year of reserve service, where attendance at recruitment or initial training is required.
- (c) The school officer or service staff member is not required to forward to the employer any monies or allowances paid by the defence force for their attendance at camps, courses or other training whilst on periods of leave with pay.
- (d) The employee will not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.
- (e) Wherever possible, the school officer or service staff member should schedule their attendance at Defence Force Reserve activities during annual leave.
- (f) Any further absence due to defence force reserve leave activities will be approved as leave without pay.

### 8.13 Cultural Leave

8.13.1 The value of First Nations Peoples' (being Aboriginals or Torres Strait Islanders) spiritualities and cultures is recognised and affirmed, and the important relationship between the people, their culture, traditional lore and country is acknowledged.

8.13.2 An employee, as defined in subclause 9, may apply for up to a maximum of ten (10) days cultural leave per calendar year, of which two (2) days will be paid and the remainder will be unpaid. Cultural leave does not accumulate from one calendar year to the next calendar year.

8.13.3 Such applications will be considered within the normal leave provisions, guidelines and application procedures.

8.13.4 The employer must not unreasonably refuse the leave.



- 8.13.5 In considering the employee's request for leave, the employer must consider at least the following:
- (a) the employer's capacity to reorganise work arrangements to accommodate the employee's request;
  - (b) the impact of the employee's absence on the operations of the school;
  - (c) the particular circumstances of the employee; and
  - (d) the impact of a refusal on the employee, including the employee's ability to balance his or her work and family responsibilities.
- 8.13.6 The employee must give the employer:
- (a) reasonable notice of the intention to take cultural leave before taking the leave;
  - (b) the reason for taking the leave; and
  - (c) the period that the employee estimates the employee will be absent.
- 8.13.7 If it is not practicable for the employee to give the notice before taking the leave, the employee must give the employer notice of the matters in subclause 6(b) and (c) at the first opportunity.
- 8.13.8 It is declared that leave provided under this section is a welfare measure for the purposes of the Queensland *Anti-Discrimination Act 1991*, section 104.
- 8.13.9 In this clause, an "employee" who may apply for cultural leave means an employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony.
- 8.14 Extended Unpaid Leave**
- 8.14.1 An employee may apply to access extended unpaid leave on the following basis:
- (a) at least six (6) months' notice is given in all but exceptional circumstances;
  - (b) at least three (3) years continuous service has been completed prior to the intended commencement of each period of leave;
  - (c) the period of leave sought is a maximum of twelve (12) months duration.
- 8.14.2 A subsequent application for consecutive unpaid leave may also be considered, in special circumstances.
- 8.14.3 Approval of extended unpaid leave applications are granted at the employer's discretion.

## 8.15 Union Education Leave

8.15.1 The following clause applies to all Religious Institute schools except Edmund Rice Education Australia:

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

8.15.2 The following clause applies to Edmund Rice Education Australia.

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

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

- (b) The granting of leave specified in clause 6.14.2(a) above shall be subject to the following conditions:
  - (i) the maximum number of employees from any one work area granted leave at the same time shall be as follows:

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

Provided that where the employer has more than one place of employment in Queensland, then the formula shall apply to the number of employees employed in or from each place of employment;

- (ii) the granting of leave shall be subject to the reasonable convenience of the employer so that the operations of the employer will not be unduly affected;
- (iii) no employee shall be granted leave exceeding the duration of the course;
- (iv) the scope, content and level of the course or seminar shall be such as to contribute to a better understanding of industrial relations within the employer's operations, and in particular, a better understanding of the industrial instruments and industrial issues impinging upon the working life of the employee;

- (v) the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee; and
- (vi) such paid leave granted under this provision shall not affect any other leave granted to an employee under a relevant industrial instrument.

## **8.16 Union Development Leave**

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

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

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

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

8.16.4 The employer will identify any reasonable consequential location, advertising or other expense arising from the granting of union development leave and the union will meet the costs where agreed.

## **8.17 Public Holidays**

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

8.17.2 All work required by the employer to be done by an employee on any day or part-day, declared or prescribed by the *Holidays Act 1983*, to be observed generally within Queensland or a region of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday will be paid for at the rate of double time and a-half with a minimum of four (4) hours.

For information purposes, Queensland Gazetted Public Holidays can be found [here](#).

8.17.3 Double Time and a-Half

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

8.17.4 Annual Show

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

8.17.5 Notwithstanding any other provision of this clause, when an employee works on a public holiday such employee will be paid at the rate prescribed by subclause 3 for the particular holiday or by agreement between the employee and the employer may be paid at the ordinary rate and given a day off in lieu thereof within twenty-eight (28) days of the holiday occurring; provided that if an employee subsequently works on the day in lieu of the deferred public holiday, such employee will be paid in accordance with the other provisions of subclause 2.

### **8.18 Family and Domestic Violence Leave**

8.18.1 Paid family and domestic violence leave is provided for in the NES and supplemented by this clause.

*Note:*

*A summary of the NES provisions and resources are provided for on the [Fair Work Ombudsman website](#).*

8.18.2 This clause supplements the NES as follows:

- (a) An employee who supports a person experiencing domestic violence may use their existing carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter.
- (b) Paragraph (a) applies only where an employee supports a person who is a member of their immediate family (as defined in clause 1.3 of this Agreement) or household.

### **8.19 Jury Service Leave**

8.19.1 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

8.19.2 Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

8.19.3 Employees will notify their employer as soon as practicable of the date upon which they are required to attend for jury service and will provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

8.19.4 If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

8.19.5 "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any payments over and above those prescribe in Schedule 1 of this Agreement. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

### **8.20 Payment of Leave**

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

### **8.21 EREA – Other Special Leave with Pay Arrangements**

8.21.1 In circumstances where an Edmund Rice Education Australia employer provides an extra week of leave to employees, this extra week of leave is treated as special leave with pay.

- 8.21.2 An employee who is accessing long service leave or maternity leave during this period of extra leave will be administratively taken off that leave and placed on special leave with pay.
- 8.21.3 EREA does not deduct personal leave if it is special leave or Vacation Leave (VACN) as there is no provision for a teacher to take extra VACN.

## **PART 9 MISCELLANEOUS CONDITIONS**

### **9.1 Right to Disconnect**

9.1.1 In accordance with this clause and the protocols developed pursuant to subclause 2, an employee has a right to:

- (a) disconnect from work; and
- (b) not respond to, or engage with, work related electronic communications including emails, texts, telephone calls, messages, video calls or sending or reviewing other messages.

9.1.2 The employer will develop protocols to implement a right to disconnect through consultation with staff and the protocols will include:

- (a) A designated span of hours when employees may be expected to respond;
- (b) a response time to “out of hours” contact to the next designated hours considering weekends, leave, other non-working days (including those of part-time employees), vacation periods and holidays; and
- (c) the circumstances in which employees can be required to connect and/or respond outside of the designated span of hours, such as:
  - (i) public emergencies;
  - (ii) critical incidents;
  - (iii) receiving information about expectations for the start of school terms or return from leave;
  - (iv) potential harm to others may otherwise result; or
  - (v) may be necessary to comply with legal obligations.

9.1.3 The employer must advise students, parents and the school community of the employees’ right to disconnect consistent with this clause and the protocols developed in subclause 2.

9.1.4 An employee cannot be subject to disciplinary action if the employee exercises the right to disconnect in accordance with this clause and the protocols developed in subclause 2.

9.1.5 This clause is subject to other:

- (a) clauses in this Agreement; and
- (b) reasonable requirements within the context of the employment relationship, that require an employee to provide any notification or otherwise communicate with an employer.

*Example 1 – An employee has an obligation to notify an employer when accessing personal/carer’s leave in accordance with clause 8.5.6 (e) of this Agreement.*

*Example 2 – An employee can be requested and reasonably required to communicate and provide medical information or attend a medical examination when on personal leave to enable an employer to consider a safe return to work, plan for the employee’s further absence or review the capacity of the employee.*

## **9.2 Students with Identified Learning Needs**

### **9.2.1 Preamble**

The employer has a long-term commitment to the educational provision for students with identified learning needs. Students with identified learning needs are those requiring adjustments to the curriculum beyond what would be regarded as quality differentiated classroom teaching due to a disability as defined in the *Disability Discrimination Act 1992* (Cth) and the Disability Standards for Education made under that legislation.

9.2.2 Government funding for students with identified learning needs is provided to schools for the purposes of providing appropriate and reasonable adjustments to support educational outcomes.

9.2.3 The distribution of funding at school level has a focus on delivery of resources needed for planning, documentation reporting and educational outcomes.

9.2.4 Discussions will take place between relevant school staff, including classroom teachers and school officers, with respect to the allocation of learning support resources at the school level for students with identified learning needs. Local school level resource decisions shall be mindful of the impact of such arrangements on the work duties and working arrangements of teachers and school officers.

*Subclauses 9.2.5 to 9.2.6 apply only to St Patrick's College Townsville*

9.2.5 Resources to the classroom teacher provided by an employer will include reference to, but not limited to, the following:

- (a) training about the Nationally Consistent Collection of Data (NCCD) funding model to ensure legislative requirements are being met and to consider the following aims in regard to evidence gathering:
  - (i) existing records, processes and structures to be used where appropriate; and
  - (ii) recorded in a manner that is efficient, avoids duplication and maintains the principles of personalised planning.
- (b) Allocation of time (in addition to PPCT provisions in Schedule 3 of this Agreement) for employees engaged in educational provision for students with identified learning needs to plan, deliver, document, report and review educational outcomes.

9.2.6 The employer will provide training and professional learning for employees engaged in the support of educational provision for students with disability in the form of:

- (a) access to information on the functional impact of the student's disability and necessary adjustments to be made prior to the student's placement in a class; and
- (b) techniques and strategies appropriate to supporting necessary adjustments aligned to the education and support needs of a student; and
- (c) instruction in physical lifting and support techniques if appropriate; and
- (d) training regarding the administration of medication and emergency procedures.

## **9.3 Appraisal**

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

### **9.3.1 Teachers**

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

9.3.2 General Employees

In consultation with staff, the employer may develop, implement and periodically review a process of validated self-appraisal for general employees. Where appropriate such appraisal process will take into account the needs of staff in individual schools and be based upon principles detailed in Schedule 7.

**9.4 Professional Development**

*The following provisions apply to Religious Institute Girls' School employers*

- 9.4.1 The parties affirm the value of all employees undertaking professional development relevant to the performance of their work role and duties.
- 9.4.2 Information relevant to professional development will be made available to all employees through the induction process.
- 9.4.3 The employer and all employees accept a joint responsibility for the negotiation of a program of relevant professional development linked to the appraisal outcomes, the school goals and the development/renewal plan.
- 9.4.4 As part of a school's professional development program and consistent with the professional development guidelines, all employees are entitled to apply to undertake relevant professional development activities.
- 9.4.5 Costs and release time involved in attending such professional development shall be covered in accordance with the school's professional development guidelines.
- 9.4.6 Except where the employing authority sponsors, provides and/or pays for the professional development, the costs shall be met by the individual employee.
- 9.4.7 The employer will not unreasonably withhold approval to attend relevant professional development activities.
- 9.4.8 In relation to teachers:
- (a) The parties agree that classroom teaching interruptions occasioned by teachers undertaking professional development should be limited where possible;
  - (b) Professional development, including that held during pupil free days and staff meetings, conducted by the employer for teaching staff will, wherever relevant, articulate the Queensland College of Teacher (QCT) professional standards;
  - (c) Employer directed professional development programmes (including on-line or e-learning sessions) shall be included in the quantum of maximum hours of duty contained in Schedule 3 (Hours of Duty – Teachers) of this Agreement;
  - (d) The Teachers who attend these planned professional development activities will be provided with a record of attendance and such documentation will be provided by the employer to teachers to support the maintenance of a teacher's individual account of professional development undertaken which is required for report to the Queensland College of Teachers (QCT);
  - (e) the school administration may provide advice to QCT of the roll of attendance of teachers at all relevant professional development activities through their online reporting facility; and
  - (f) In the context of the school development/renewal plan and consistent with the appraisal process and outcomes, the teaching employee shall determine, and each year undertake, professional development outside of school time and exclusive of pupil free days.



9.4.9 In relation to general employees:

- (a) The parties recognise the specific training requirements of general employees within schools;
- (b) The employer will give consideration to the provision of professional development and training to general employees, in ordinary working hours, on an annual basis and such consideration will include professional development that is in addition to employer directed compliance and regulatory training;
- (c) The quantum of professional development provided shall be such as to meet the knowledge and skills required by the employee's designated position, employer initiatives and (as appropriate) future roles and duties.
- (d) In practice and in order to deliver an effective approach to professional development for general employees and to meet the needs of the school, consultation will occur between the employee and employer in order to identify appropriate professional development and training to be undertaken.
- (e) Where professional development is directed outside ordinary working hours (including reasonable travel time subject to paragraph (f), general employees will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or may receive payment at the ordinary hourly rate.
- (f) For the purposes of calculating the time-in-lieu or payment prescribed by paragraph (e), an employee may be required to travel for up to one (1) hour each way in their own time so that up to one (1) hour of travel time (each way) may not be subject to the granting of time-in-lieu or payment.

*The following provisions apply to Religious Institute Boys' School employers*

- 9.4.10 The parties affirm the value of all employees undertaking professional development relevant to the performance of their work role and duties.
- 9.4.11 Information relevant to professional development will be made available to all employees through the induction process.
- 9.4.12 The employer and all employees accept a joint responsibility for the negotiation of a program of relevant professional development linked to the appraisal outcomes, the school goals and the development/renewal plan.
- 9.4.13 As part of a school's professional development program and consistent with the professional development guidelines, all employees are entitled to apply to undertake relevant professional development activities.
- 9.4.14 Costs and release time involved in attending such professional development shall be covered in accordance with the school's professional development guidelines.
- 9.4.15 Except where the employing authority sponsors, provides and/or pays for the professional development, the costs shall be met by the individual employee.
- 9.4.16 In relation to teachers:
  - (a) Each teacher will develop a professional development program in consultation with their supervisor and such a program may be reviewed annually and shall be linked to the formative appraisal processes as provided for in clause 9.3;
  - (b) Professional development, including that held during pupil free days and staff meetings, conducted by the employer for teaching staff will, wherever relevant, articulate the Queensland College of Teacher (QCT) professional standards;

- (c) Employer directed professional development programmes (including on-line or e-learning sessions) shall be included in the quantum of maximum hours of duty contained in Schedule 3 (Hours of Duty – Teachers) of this Agreement;
- (d) Teachers who attend these planned professional development activities will be provided with a record of attendance and such documentation will be provided by the employer to teachers to support the maintenance of a teacher's individual account of professional development undertaken which is required for report to the Queensland College of Teachers (QCT);
- (e) the school administration may provide advice to QCT of the roll of attendance of teachers at all relevant professional development activities through their online reporting facility; and
- (f) In the context of the school development/renewal plan and consistent with the appraisal process and outcomes, the teaching employee shall determine, and each year undertake, professional development outside of school time and exclusive of pupil free days.

9.4.17 In relation to general employees:

- (a) The parties recognise the specific training requirements of general employees within schools;
- (b) The employer will give consideration to the provision of professional development and training to general employees, in ordinary working hours, on an annual basis and such consideration will include professional development that is in addition to employer directed compliance and regulatory training;
- (c) The quantum of professional development provided shall be such as to meet the knowledge and skills required by the employee's designated position, employer initiatives and (as appropriate) future roles and duties.
- (d) In practice and in order to deliver an effective approach to professional development for general employees and to meet the needs of the school, consultation will occur between the employee and employer in order to identify appropriate professional development and training to be undertaken.
- (e) Where professional development is directed outside ordinary working hours (including reasonable travel time subject to paragraph (f)), general employees will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or may receive payment at the ordinary hourly rate.
- (f) For the purposes of calculating the time-in-lieu or payment prescribed by paragraph (e), an employee may be required to travel for up to one (1) hour each way in their own time so that up to one (1) hour of travel time (each way) may not be subject to the granting of time-in-lieu or payment.
- (g) A professional development plan will be jointly developed between the school officer or services staff employee and their supervisor. This plan will be implemented within the employing authority's resource capacity.

## **9.5 Complaints Against Employees**

9.5.1 This clause applies to Religious Institute Girls' Schools

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

9.5.2 This clause applies to Religious Institute Boys' Schools

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

## **9.6 Breastfeeding and Expressing Facilities**

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

9.6.2 Women on maternity leave will advise the Principal of their intention to continue breastfeeding upon return to work, in order to initiate constructive dialogue regarding the specific considerations (with reference to subclause 3) they may require of their employer to enable them to do this.

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

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

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

9.7.1 The employer agrees to provide access for workplace union representatives to the use of communication equipment, for the purpose of carrying out their union workplace responsibilities. Such access will be in accordance with local arrangements for all staff at the school for the use of this equipment.

9.7.2 Subject to agreement with the respective union, the employer will make available to all employees, facilities for the payment of their union fees, by payroll deduction or other schemes as agreed. The operation of any such facility will be dependent upon the appropriate authorisation being signed by the employee.

9.7.3 A school's induction program will include the provision of information relevant to union coverage, membership and benefits.

9.7.4 The employer agrees to provide reasonable opportunity, for workplace union representatives to consult with employees on workplace matters and enterprise bargaining issues. Such consultation will not withdraw an employee from any scheduled school activity which fulfils part of their workplace duties.

## **9.8 Incidental and Peripheral Tasks**

9.8.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

9.8.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

9.8.3 Any direction issued by an employer pursuant to subclauses 1 and 2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **9.9 Position Descriptions**

9.9.1 The employer will develop generic position descriptions for all employees where these do not currently exist. The development of such position descriptions will be through a process of consultation with each relevant group of employees and is to take into account:

- (a) clarification of current roles supported by duty statements, where appropriate; and
- (b) consultation arrangements regarding future position changes.

## **9.10 Affirmative Employment of the Disabled**

9.10.1 Catholic employing authorities are inclusive of employees who are competent, able to fully carry out required employment tasks and are disabled.

9.10.2 Catholic employers commit, where two (2) or more applicants for a position are of substantially equal merit, and one is a person with a disability, to choose the applicant with disability, as a means of enhancing opportunity for people with disability.

## **9.11 Services Staff Provisions**

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

## **9.12 Boarding House Supervision Provisions**

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

## **9.13 Flexible Learning Centres**

The provisions for employees working in Flexible Learning Centres or Special Assistance Schools are outlined in Schedule 6 of this Agreement.

## **9.14 Signatures**

Signatures of parties to this Agreement are contained in Schedule 20.

**PART 10 SCHEDULES**

**SCHEDULE 1 WAGES, SALARIES AND ALLOWANCES**

**S1.1 Teachers**

Classification	1 July 2022				1 July 2023				1 July 2024				1 July 2025				
	4.00%				4.00%				3.00%								
	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Graduate	3,008.50	78,489	50.1417	62.6771	3,128.80	81,627	52.1467	65.1834	3,222.70	84,077	53.7117	67.1396	Percentage increase for 1 July 2025 will be in accordance with clause 4.5				
Proficient 1	3,155.50	82,324	52.5917	65.7396	3,281.70	85,616	54.6950	68.3688	3,380.20	88,186	56.3367	70.4209					
Proficient 2	3,305.30	86,232	55.0883	68.8604	3,437.50	89,681	57.2917	71.6146	3,540.60	92,371	59.0100	73.7625					
Proficient 3	3,460.90	90,291	57.6817	72.1021	3,599.30	93,902	59.9883	74.9854	3,707.30	96,720	61.7883	77.2354					
Proficient 4	3,751.50	97,873	62.5250	78.1563	3,901.60	101,789	65.0267	81.2834	4,018.60	104,841	66.9767	83.7209					
Proficient 5	3,901.20	101,778	65.0200	81.2750	4,057.20	105,848	67.6200	84.5250	4,178.90	109,023	69.6483	87.0604					
Proficient 6	3,993.70	104,192	66.5617	83.2021	4,153.40	108,358	69.2233	86.5291	4,278.00	111,609	71.3000	89.1250					
Proficient 7	4,176.80	108,969	69.6133	87.0166	4,343.90	113,328	72.3983	90.4979	4,474.20	116,727	74.5700	93.2125					
Proficient 8	4,333.00	113,044	72.2167	90.2709	4,506.30	117,565	75.1050	93.8813	4,641.50	121,092	77.3583	96.6979					
Experienced Proficient Teacher*	4,404.90	114,920	73.4150	91.7688	4,581.10	119,516	76.3517	95.4396	4,718.50	123,101	78.6417	98.3021					
Highly Accomplished Teacher	4,679.30	122,078	77.9883	97.4854	4,866.50	126,962	81.1083	101.3854	5,012.50	130,771	83.5417	104.4271					
Lead Teacher	5,108.50	133,276	85.1417	106.4271	5,312.80	138,606	88.5467	110.6834	5,472.20	142,764	91.2033	114.0041					

Teachers continued

3 Year Trained

Classification	1 July 2022				1 July 2023				1 July 2024				1 July 2025				
	4.00%				4.00%				3.00%								
	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Step 1	2,664.20	69,506	44.4033	55.5041	2,770.80	72,287	46.1800	57.7250	2,853.90	74,455	47.5650	59.4563	Percentage increase for 1 July 2025 will be in accordance with clause 4.5				
Step 2	2,755.40	71,886	45.9233	57.4041	2,865.60	74,761	47.7600	59.7000	2,951.60	77,004	49.1933	61.4916					
Graduate	3,008.50	78,489	50.1417	62.6771	3,128.80	81,627	52.1467	65.1834	3,222.70	84,077	53.7117	67.1396					
Proficient 1	3,155.50	82,324	52.5917	65.7396	3,281.70	85,616	54.6950	68.3688	3,380.20	88,186	56.3367	70.4209					
Proficient 2	3,305.30	86,232	55.0883	68.8604	3,437.50	89,681	57.2917	71.6146	3,540.60	92,371	59.0100	73.7625					
Proficient 3	3,460.90	90,291	57.6817	72.1021	3,599.30	93,902	59.9883	74.9854	3,707.30	96,720	61.7883	77.2354					
Proficient 4	3,751.50	97,873	62.5250	78.1563	3,901.60	101,789	65.0267	81.2834	4,018.60	104,841	66.9767	83.7209					
Proficient 5	3,901.20	101,778	65.0200	81.2750	4,057.20	105,848	67.6200	84.5250	4,178.90	109,023	69.6483	87.0604					
Proficient 6	3,993.70	104,192	66.5617	83.2021	4,153.40	108,358	69.2233	86.5291	4,278.00	111,609	71.3000	89.1250					
Proficient 7	4,176.80	108,969	69.6133	87.0166	4,343.90	113,328	72.3983	90.4979	4,474.20	116,727	74.5700	93.2125					
Proficient 8	4,333.00	113,044	72.2167	90.2709	4,506.30	117,565	75.1050	93.8813	4,641.50	121,092	77.3583	96.6979					
Experienced Proficient Teacher*	4,404.90	114,920	73.4150	91.7688	4,581.10	119,516	76.3517	95.4396	4,718.50	123,101	78.6417	98.3021					
Highly Accomplished Teacher	4,679.30	122,078	77.9883	97.4854	4,866.50	126,962	81.1083	101.3854	5,012.50	130,771	83.5417	104.4271					
Lead Teacher	5,108.50	133,276	85.1417	106.4271	5,312.80	138,606	88.5467	110.6834	5,472.20	142,764	91.2033	114.0041					

**S1.2 Teaching Allowances**

	1 July 2022			1 July 2023			1 July 2024			1 July 2025			
	4.00%			4.00%			3.00%						
	Fortnight	Annual	Hour	Fortnight	Annual	Hour	Fortnight	Annual	Hour	Fortnight	Annual	Hour	
<b>Moderation Allowance</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2 Teachers	36.90	963		38.40	1,002		39.60	1,033		Percentage increase for 1 July 2025 will be in accordance with clause 4.5			
1 Teacher	24.90	650		25.90	676		26.70	697					
<b>Secondment Allowance</b>													
1st Year	123.80	3,230		128.80	3,360		132.70	3,462					
2nd Year	153.40	4,002		159.50	4,161		164.30	4,286					
3rd Year	184.00	4,800		191.40	4,993		197.10	5,142					
<b>Overtime</b>			27.7170			28.8257			29.6905				



**S1.3 Positions of Leadership**

	1 July 2022		1 July 2023		1 July 2024		1 July 2025		
	4.00%		4.00%		3.00%				
<b>Middle Management Allowances</b> <i>(S4.4.3 (c) and S4.17.2 and S4.17.3)</i>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>	
	\$	\$	\$	\$	\$	\$	\$	\$	
One Unit Value	113.20	2,953	117.70	3,071	121.20	3,162	Percentage increase for 1 July 2025 will be in accordance with clause 4.5		
Tier 1.1	226.30	5,904	235.40	6,141	242.50	6,327			
Tier 1.2	339.50	8,857	353.10	9,212	363.70	9,489			
Tier 2	452.60	11,808	470.70	12,280	484.80	12,648			
Tier 2 + Complexity Loading of 1 Unit	565.40	14,751	588.00	15,340	605.60	15,799			
Tier 3	678.70	17,707	705.80	18,414	727.00	18,967			
Tier 3 + Complexity Loading of 1 Unit	791.80	20,657	823.50	21,484	848.20	22,129			
Tier 4	821.20	21,424	854.00	22,280	879.60	22,948			
Tier 4 + Complexity Loading of 1 Unit	821.20	21,424	854.00	22,280	879.60	22,948			
Tier 5	821.20	21,424	854.00	22,280	879.60	22,948			
<b>Middle Management Substantive Salaries</b> <i>(S4.4.3 (c) and S4.17.2 and S4.17.3)</i>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>			
	\$	\$	\$	\$	\$	\$			
Tier 2	4,785.60	124,852	4,977.00	129,845	5,126.30	133,740			
Tier 2 + Complexity Loading of 1 Unit	4,898.40	127,794	5,094.30	132,905	5,247.10	136,892			
Tier 3	5,011.70	130,750	5,212.10	135,978	5,368.50	140,059			
Tier 3 + Complexity Loading of 1 Unit	5,124.80	133,701	5,329.80	139,049	5,489.70	143,221			
Tier 4	5,154.20	134,468	5,360.30	139,845	5,521.10	144,040			
Tier 4 + Complexity Loading of 1 Unit	5,154.20	134,468	5,360.30	139,845	5,521.10	144,040			
Tier 5	5,154.20	134,468	5,360.30	139,845	5,521.10	144,040			

	1 July 2022		1 July 2023		1 July 2024		1 July 2025	
	4.00%		4.00%		3.00%		0.00%	
<b>Senior Leadership Salary</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>
<b>Assistant Principal</b>	\$	\$	\$	\$	\$	\$	\$	\$
("Old" Level 1 removed - see S2.13.6)								
Level 1	5,202.80	135,737	5,410.90	141,166	5,573.30	145,401		
Level 2	5,324.90	138,921	5,537.90	144,478	5,704.00	148,812		
Level 3	5,458.40	142,404	5,676.70	148,100	5,847.00	152,543		
<b>Deputy Principal</b>								
("Old" Level 1 removed - see S2.13.7)								
Year 1	5,324.90	138,921	5,537.90	144,478	5,704.00	148,812		
Year 2	5,458.40	142,404	5,676.70	148,100	5,847.00	152,543		
Year 3	5,591.70	145,881	5,815.30	151,716	5,989.80	156,267		
Year 4	5,732.10	149,545	5,961.40	155,527	6,140.30	160,193		
							Percentage increase for 1 July 2025 will be in accordance with clause 4.5	

	1 July 2022	1 July 2023	1 July 2024	1 July 2025
	4.00%	4.00%	3.00%	
<b>S2.10 (Positions of Senior Leadership - Primary Schools)</b>	<b>Annual</b>	<b>Annual</b>	<b>Annual</b>	<b>Annual</b>
	\$	\$	\$	\$
Deputising Allowance	4,893	5,089	5,242	Percentage increase for 1 July 2025 will be in accordance with clause 4.5

**S1.4 Guidance Counsellor, Counsellor and Career Counsellor/Career Advisor**

(i) Guidance Counsellors (Teachers, and Without Teacher Qualifications – **Other than BCE**)

Note: The below classifications are separate and distinct from those applying to teachers covered by this Agreement.

**Guidance Counsellors (Teachers Qualifications)**

Classification	1 July 2022				1 July 2023				1 July 2024				1 July 2025			
	4.00%				4.00%				3.00%							
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year of Service	4,297.70	112,123	71.6283	89.5354	4,469.60	116,607	74.4933	93.1166	4,603.70	120,106	76.7283	95.9104	Percentage increase for 1 July 2025 will be in accordance with clause 6.1			
2nd Year of Service	4,435.10	115,707	73.9183	92.3979	4,612.50	120,336	76.8750	96.0938	4,750.90	123,946	79.1817	98.9771				
3rd Year of Service	4,572.80	119,300	76.2133	95.2666	4,755.70	124,071	79.2617	99.0771	4,898.40	127,794	81.6400	102.0500				

**Guidance Counsellors (Without Teacher Qualifications)**

Classification	1 July 2022				1 July 2023				1 July 2024				1 July 2025			
	4.00%				4.00%				3.00%							
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year of Service	4,297.70	112,123	56.5487	70.6859	4,469.60	116,607	58.8105	73.5131	4,603.70	120,106	60.5750	75.7188	Percentage increase for 1 July 2025 will be in accordance with clause 6.1			
2nd Year of Service	4,435.10	115,707	58.3566	72.9458	4,612.50	120,336	60.6908	75.8635	4,750.90	123,946	62.5118	78.1398				
3rd Year of Service	4,572.80	119,300	60.1684	75.2105	4,755.70	124,071	62.5750	78.2188	4,898.40	127,794	64.4526	80.5658				

(ii) Career Counsellor/Career Advisor (Teacher)

**Career Counsellor/Career Adviser (Teacher)**

Classification	1 July 2022				1 July 2023				1 July 2024				1 July 2025			
	4.00%				4.00%				3.00%							
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Level 1	4,297.70	112,123	71.6283	89.5354	4,469.60	116,607	74.4933	93.1166	4,603.70	120,106	76.7283	95.9104	Percentage increase for 1 July 2025 will be in accordance with clause 6.1			
Level 2	4,435.10	115,707	73.9183	92.3979	4,612.50	120,336	76.8750	96.0938	4,750.90	123,946	79.1817	98.9771				
Level 3 (Masters Qualification or equivalent)	4,572.80	119,300	76.2133	95.2666	4,755.70	124,071	79.2617	99.0771	4,898.40	127,794	81.6400	102.0500				

**S1.5 School Officers**

		1 May 2022				1 May 2023				1 May 2024				1 May 2025			
		Greater of 4.00% or \$45.26 per week				Greater of 4.00% or \$47.08 per week				Greater of 3.00% or \$36.72 per week							
		Week	Annual	Hourly	Casual	Week	Annual	Hourly	Casual	Week	Annual	Hourly	Casual	Week	Annual	Hourly	Casual
<b>Classification</b>		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Level 1	Step 1	1,066.40	55,643	28.0632	35.0790	1,113.50	58,100	29.3026	36.6283	1,150.20	60,015	30.2684	37.8355	Percentage increase for 1 May 2025 will be in accordance with clause 5.11			
	Step 2	1,078.70	56,284	28.3868	35.4835	1,125.80	58,742	29.6263	37.0329	1,162.50	60,657	30.5921	38.2401				
	Step 3	1,090.80	56,916	28.7053	35.8816	1,137.90	59,373	29.9447	37.4309	1,174.60	61,288	30.9105	38.6381				
	Step 4	1,103.10	57,558	29.0289	36.2861	1,150.20	60,015	30.2684	37.8355	1,186.90	61,930	31.2342	39.0428				
Level 2	Step 1	1,115.50	58,205	29.3553	36.6941	1,162.60	60,662	30.5947	38.2434	1,199.30	62,577	31.5605	39.4506				
	Step 2	1,133.00	59,118	29.8158	37.2698	1,180.10	61,575	31.0553	38.8191	1,216.80	63,490	32.0211	40.0264				
	Step 3	1,141.10	59,540	30.0289	37.5361	1,188.20	61,998	31.2684	39.0855	1,224.90	63,913	32.2342	40.2928				
Level 3	Step 1	1,176.90	61,408	30.9711	38.7139	1,224.00	63,866	32.2105	40.2631	1,260.70	65,781	33.1763	41.4704				
	Step 2	1,196.40	62,426	31.4842	39.3553	1,244.30	64,925	32.7447	40.9309	1,281.60	66,871	33.7263	42.1579				
	Step 3	1,216.10	63,454	32.0026	40.0033	1,264.70	65,990	33.2816	41.6020	1,302.60	67,967	34.2789	42.8486				
	Step 4	1,226.80	64,012	32.2842	40.3553	1,275.90	66,574	33.5763	41.9704	1,314.20	68,572	34.5842	43.2303				
Level 4	Step 1	1,273.80	66,464	33.5211	41.9014	1,324.80	69,125	34.8632	43.5790	1,364.50	71,197	35.9079	44.8849				
	Step 2	1,280.20	66,798	33.6895	42.1119	1,331.40	69,470	35.0368	43.7960	1,371.30	71,552	36.0868	45.1085				
	Step 3	1,313.80	68,551	34.5737	43.2171	1,366.40	71,296	35.9579	44.9474	1,407.40	73,435	37.0368	46.2960				
Level 5	Step 1	1,358.40	70,879	35.7474	44.6843	1,412.70	73,712	37.1763	46.4704	1,455.10	75,924	38.2921	47.8651				
	Step 2	1,391.30	72,595	36.6132	45.7665	1,447.00	75,502	38.0789	47.5986	1,490.40	77,766	39.2211	49.0264				
	Step 3	1,424.50	74,328	37.4868	46.8585	1,481.50	77,302	38.9868	48.7335	1,525.90	79,618	40.1553	50.1941				
Level 6	Step 1	1,469.80	76,691	38.6789	48.3486	1,528.60	79,759	40.2263	50.2829	1,574.50	82,154	41.4342	51.7928				
	Step 2	1,550.10	80,881	40.7921	50.9901	1,612.10	84,116	42.4237	53.0296	1,660.50	86,642	43.6974	54.6218				
	Step 3	1,630.10	85,055	42.8974	53.6218	1,695.30	88,457	44.6132	55.7665	1,746.20	91,113	45.9526	57.4408				
	Step 4	1,711.60	89,308	45.0421	56.3026	1,780.10	92,882	46.8447	58.5559	1,833.50	95,668	48.2500	60.3125				
	Step 5	1,789.50	93,373	47.0921	58.8651	1,861.10	97,108	48.9763	61.2204	1,916.90	100,020	50.4447	63.0559				
Level 7	Step 1	1,813.10	94,604	47.7132	59.6415	1,885.60	98,387	49.6211	62.0264	1,942.20	101,340	51.1105	63.8881				
	Step 2	1,846.30	96,336	48.5868	60.7335	1,920.20	100,192	50.5316	63.1645	1,977.80	103,198	52.0474	65.0593				
	Step 3	1,880.00	98,095	49.4737	61.8421	1,955.20	102,018	51.4526	64.3158	2,013.90	105,081	52.9974	66.2468				
	Step 4	1,913.60	99,848	50.3579	62.9474	1,990.10	103,839	52.3711	65.4639	2,049.80	106,954	53.9421	67.4276				
	Step 5	1,947.00	101,591	51.2368	64.0460	2,024.90	105,655	53.2868	66.6085	2,085.60	108,822	54.8842	68.6053				

	4.00%	4.00%	3.00%
<b>School Officers Allowances</b>	<b>Week</b>	<b>Week</b>	<b>Week</b>
Qualifications	44.10	45.90	47.30
Specialised Care	20.27	21.08	21.71
Special Projects	48.70	50.60	52.10
First Aid (as per Services Staff)	20.27	21.10	21.70

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

**S1.6 Services Staff**

(i) Services Staff Wages

		1 May 2022				1 May 2023				1 May 2024				1 May 2025				
		Greater of 4.00% or \$45.26 per week				Greater of 4.00% or \$47.08 per week				Greater of 3.00% or \$36.72 per week								
		Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	
Classification		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Level 0	Step 1	1,017.70	53,102	26.7816	33.4770	1,064.80	55,559	28.0211	35.0264	1,101.50	57,474	28.9868	36.2335	Percentage increase for 1 May 2025 will be in accordance with clause 5.11				
	Step 2	1,023.60	53,409	26.9368	33.6710	1,070.70	55,867	28.1763	35.2204	1,107.40	57,782	29.1421	36.4276					
	Step 3	1,029.50	53,717	27.0921	33.8651	1,076.60	56,175	28.3316	35.4145	1,113.30	58,090	29.2974	36.6218					
Level 1	Step 1	1,066.40	55,643	28.0632	35.0790	1,113.50	58,100	29.3026	36.6283	1,150.20	60,015	30.2684	37.8355					
	Step 2	1,078.70	56,284	28.3868	35.4835	1,125.80	58,742	29.6263	37.0329	1,162.50	60,657	30.5921	38.2401					
	Step 3	1,090.80	56,916	28.7053	35.8816	1,137.90	59,373	29.9447	37.4309	1,174.60	61,288	30.9105	38.6381					
	Step 4	1,103.10	57,558	29.0289	36.2861	1,150.20	60,015	30.2684	37.8355	1,186.90	61,930	31.2342	39.0428					
Level 2	Step 1	1,115.50	58,205	29.3553	36.6941	1,162.60	60,662	30.5947	38.2434	1,199.30	62,577	31.5605	39.4506					
	Step 2	1,133.00	59,118	29.8158	37.2698	1,180.10	61,575	31.0553	38.8191	1,216.80	63,490	32.0211	40.0264					
	Step 3	1,141.10	59,540	30.0289	37.5361	1,188.20	61,998	31.2684	39.0855	1,224.90	63,913	32.2342	40.2928					
Level 3	Step 1	1,176.90	61,408	30.9711	38.7139	1,224.00	63,866	32.2105	40.2631	1,260.70	65,781	33.1763	41.4704					
	Step 2	1,196.40	62,426	31.4842	39.3553	1,244.30	64,925	32.7447	40.9309	1,281.60	66,871	33.7263	42.1579					
	Step 3	1,216.10	63,454	32.0026	40.0033	1,264.70	65,990	33.2816	41.6020	1,302.60	67,967	34.2789	42.8486					
	Step 4	1,226.80	64,012	32.2842	40.3553	1,275.90	66,574	33.5763	41.9704	1,314.20	68,572	34.5842	43.2303					
Level 4	Step 1	1,273.80	66,464	33.5211	41.9014	1,324.80	69,125	34.8632	43.5790	1,364.50	71,197	35.9079	44.8849					
	Step 2	1,280.20	66,798	33.6895	42.1119	1,331.40	69,470	35.0368	43.7960	1,371.30	71,552	36.0868	45.1085					
	Step 3	1,313.80	68,551	34.5737	43.2171	1,366.40	71,296	35.9579	44.9474	1,407.40	73,435	37.0368	46.2960					

(ii) Service Staff Allowances

	1 May 2022				1 May 2023				1 May 2024				1 May 2025				
	4.00%				4.00%				3.00%								
	\$ Per Week	Per Occasion	\$ Per Day	\$ Per Hour	\$ Per Week	Per Occasion	\$ Per Day	\$ Per Hour	\$ Per Week	Per Occasion	\$ Per Day	\$ Per Hour	\$ Per Week				
Overtime Meal		16.27				16.92				17.43							
Toilet Cleaning	10.90				11.34				11.68								
First Aid	20.27				21.08				21.71								
Uniforms	6.00		1.20		6.24		1.25		6.43		1.29						
Laundry	1.50		0.30		1.56		0.31		1.61		0.32						
<b>Tool allowances</b>																	
Carpenter and/or Joiner	30.54				31.76				32.71								
Plumber	30.54				31.76				32.71								
Plasterer and Tiler	25.22				26.23				27.02								
Bricklayer	21.64				22.51				23.19								
Waterproofer	11.88				12.36				12.73								
Signwriter, Painter, Glazier	7.30				7.59				7.82								
Licensed Drainer	7.30				7.59				7.82								
<b>Building and Maintenance Allowances</b>																	
In charge of not more than 1 person			4.2100				4.3800				4.5100						
In charge of 2 and not more than 5 persons			9.2700				9.6400				9.9300						
In charge of 6 and not more than 10 persons			11.6500				12.1200				12.4800						
In charge of more than 10 persons			15.5000				16.1200				16.6000						
<b>Leading Hand Plumber</b>																	
In charge of less than two (2)			5.5300				5.7500				5.9200						
In charge of 2 to 4 employees			8.3900				8.7300				8.9900						
In charge of 4 or more employees			11.8200				12.2900				12.6600						
<b>Labourers mixing wet concrete or compo</b>			0.6000				0.6200				0.6400						
<b>Explosive powered tools</b>			1.6600				1.7300				1.7800						
<b>Broken Shift</b>			13.7700				14.3200				14.7500						
<b>Work in excessive heat</b>																	
46-54 degrees celsius				0.7077				0.7360				0.7581					
Exceeding 54 degrees celsius				0.8622				0.8967				0.9236					
Dirty work				0.7077				0.7360				0.7581					

Percentage increase for 1 May 2025 will be in accordance with clause 4.2



## S1.7 Boarding House Supervision Staff

Table 1 - Minimum Rate of Pay

Classification	1 May 2022				1 May 2023				1 May 2024				1 May 2025			
	Greater of 4.00% or \$45.26 per week				Greater of 4.00% or \$47.08 per week				Greater of 3.00% or \$36.72 per week							
	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Assistant Supervisor	1,071.40	55,904	28.1947	35.2434	1,118.50	58,361	29.4342	36.7928	1,155.20	60,276	30.4000	38.0000	Percentage increase for 1 May 2025 will be in accordance with clause 5.11			
Boarding Supervisor	1,116.80	58,272	29.3895	36.7369	1,163.90	60,730	30.6289	38.2861	1,200.60	62,645	31.5947	39.4934				
Boarding Supervisor Qualified	1,156.20	60,328	30.4263	38.0329	1,203.30	62,786	31.6658	39.5823	1,240.00	64,701	32.6316	40.7895				
Senior Supervisor	1,245.60	64,993	32.7789	40.9736	1,295.40	67,591	34.0895	42.6119	1,334.30	69,621	35.1132	43.8915				

### Allowances

Classification	1 May 2022				1 May 2023				1 May 2024				1 May 2025			
	\$ Per Occasion				\$ Per Occasion				\$ Per Occasion				\$ Per Occasion			
Sleepover (Schedule 14)	58.83				61.19				63.02				Percentage increase for 1 May 2025 will be in accordance with clause 5.11			

Table 2 - Aspirational Rates of Pay

Classification	1 May 2022				1 May 2023				1 May 2024				1 May 2025			
	Greater of 4.00% or \$45.26 per week				Greater of 4.00% or \$47.08 per week				Greater of 3.00% or \$36.72 per week							
	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Assistant Supervisor	1,198.80	62,551	31.5474	39.4343	1,246.80	65,056	32.8105	41.0131	1,284.20	67,007	33.7947	42.2434	Percentage increase for 1 May 2025 will be in accordance with clause 5.11			
Boarding Supervisor	1,272.40	66,391	33.4842	41.8553	1,323.30	69,047	34.8237	43.5296	1,363.00	71,119	35.8684	44.8355				
Boarding Supervisor Qualified	1,383.30	72,178	36.4026	45.5033	1,438.60	75,063	37.8579	47.3224	1,481.80	77,317	38.9947	48.7434				
Senior Supervisor	1,477.50	77,093	38.8816	48.6020	1,536.60	80,177	40.4368	50.5460	1,582.70	82,582	41.6500	52.0625				

### Allowances

Classification	1 May 2022				1 May 2023				1 May 2024				1 May 2025			
	\$ Per Occasion				\$ Per Occasion				\$ Per Occasion				\$ Per Occasion			
Sleepover (Schedule 14)	58.83				61.19				63.02				Percentage increase for 1 May 2025 will be in accordance with clause 5.11			

**S1.8 Children's Services Employees**

		1 May 2022				1 May 2023				1 May 2024				1 May 2025				
		Greater of 4.00% or \$45.26 per week				Greater of 4.00% or \$47.08 per week				Greater of 3.00% or \$36.72 per week								
		Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	
<b>Classification</b>		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Assistant CCW Unqualified	Year 1	1,022.90	53,373	26,9184	33.6480	1,070.00	55,830	28.1579	35.1974	1,106.70	57,745	29.1237	36.4046	Percentage increase for 1 May 2025 will be in accordance with clause 4.2				
	Year 2	1,059.30	55,272	27.8763	34.8454	1,106.40	57,730	29.1158	36.3948	1,143.10	59,645	30.0816	37.6020					
	Year 3	1,074.40	56,060	28.2737	35.3421	1,121.50	58,518	29.5132	36.8915	1,158.20	60,433	30.4789	38.0986					
Assistant CCW Qualified	Year 1	1,112.80	58,064	29.2842	36.6053	1,159.90	60,521	30.5237	38.1546	1,196.60	62,436	31.4895	39.3619					
	Year 2	1,138.10	59,384	29.9500	37.4375	1,185.20	61,841	31.1895	38.9869	1,221.90	63,756	32.1553	40.1941					
	Year 3	1,162.30	60,646	30.5868	38.2335	1,209.40	63,104	31.8263	39.7829	1,246.10	65,019	32.7921	40.9901					
Assistant Coordinator Qualified Large Service	Year 1	1,196.40	62,426	31.4842	39.3553	1,244.30	64,925	32.7447	40.9309	1,281.60	66,871	33.7263	42.1579					
	Year 2	1,214.20	63,355	31.9526	39.9408	1,262.80	65,890	33.2316	41.5395	1,300.70	67,868	34.2289	42.7861					
Coordinator Unqualified	Year 1	1,196.40	62,426	31.4842	39.3553	1,244.30	64,925	32.7447	40.9309	1,281.60	66,871	33.7263	42.1579					
	Year 2	1,244.20	64,920	32.7421	40.9276	1,294.00	67,518	34.0526	42.5658	1,332.80	69,543	35.0737	43.8421					
Coordinator Qualified Small Service	Year 1	1,284.90	67,044	33.8132	42.2665	1,336.30	69,725	35.1658	43.9573	1,376.40	71,818	36.2211	45.2764					
	Year 2	1,304.70	68,077	34.3342	42.9178	1,356.90	70,800	35.7079	44.6349	1,397.60	72,924	36.7789	45.9736					
Coordinator Qualified Large Service	Year 1	1,336.40	69,731	35.1684	43.9605	1,389.90	72,522	36.5763	45.7204	1,431.60	74,698	37.6737	47.0921					
	Year 2	1,368.30	71,395	36.0079	45.0099	1,423.00	74,249	37.4474	46.8093	1,465.70	76,477	38.5711	48.2139					
	Year 3	1,412.20	73,686	37.1632	46.4540	1,468.70	76,634	38.6500	48.3125	1,512.80	78,935	39.8105	49.7631					
	Year 4	1,430.90	74,662	37.6553	47.0691	1,488.10	77,646	39.1605	48.9506	1,532.70	79,973	40.3342	50.4178					
		4.00%				4.00%				3.00%								
<b>Allowances</b>		<b>Per Day</b>				<b>Per Day</b>				<b>Per Day</b>								
Broken Shift Allowance		34.60				35.98				37.06								

		1 May 2022				1 May 2023				1 May 2024				1 May 2025				
		Greater of 4.00% or \$45.26 per week				Greater of 4.00% or \$47.08 per week				Greater of 3.00% or \$36.72 per week								
		Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	
<b>Classification</b>		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Coordinator Unqualified	Year 1	1,196.40	62,426	31.4842	39.3553	1,244.30	64,925	32.7447	40.9309	1,281.60	66,871	33.7263	42.1579	Percentage increase for 1 May 2025 will be in accordance with clause 4.2				
	Year 2	1,244.20	64,920	32.7421	40.9276	1,294.00	67,518	34.0526	42.5658	1,332.80	69,543	35.0737	43.8421					

**S1.9 Nurses**

Classification	1 May 2022				1 May 2023				1 May 2024				1 May 2025			
	Greater of 4.00% or \$45.26 per week				Greater of 4.00% or \$47.08 per week				Greater of 3.00% or \$36.72 per week							
	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Enrolled Nurse	1,150.70	60,041	30.2816	37.8520	1,197.80	62,499	31.5211	39.4014	1,234.50	64,414	32.4868	40.6085	Percentage increase for 1 May 2025 will be in accordance with clause 5.11			
Registered Nurse Level 1 1st Year	1,258.50	65,666	33.1184	41.3980	1,308.80	68,291	34.4421	43.0526	1,348.10	70,341	35.4763	44.3454				
2nd Year	1,321.20	68,938	34.7684	43.4605	1,374.00	71,693	36.1579	45.1974	1,415.20	73,842	37.2421	46.5526				
3rd Year	1,384.60	72,246	36.4368	45.5460	1,440.00	75,136	37.8947	47.3684	1,483.20	77,390	39.0316	48.7895				
4th Year	1,446.80	75,491	38.0737	47.5921	1,504.70	78,512	39.5974	49.4968	1,549.80	80,865	40.7842	50.9803				
Registered Nurse Level 2 1st Year	1,761.30	91,901	46.3500	57.9375	1,831.80	95,580	48.2053	60.2566	1,886.80	98,449	49.6526	62.0658				
2nd Year	1,803.00	94,077	47.4474	59.3093	1,875.10	97,839	49.3447	61.6809	1,931.40	100,777	50.8263	63.5329				
3rd Year	1,844.60	96,248	48.5421	60.6776	1,918.40	100,098	50.4842	63.1053	1,976.00	103,104	52.0000	65.0000				
4th Year	1,886.70	98,444	49.6500	62.0625	1,962.20	102,384	51.6368	64.5460	2,021.10	105,457	53.1868	66.4835				
Registered Nurse Level 3 1st Year	1,965.50	102,556	51.7237	64.6546	2,044.10	106,657	53.7921	67.2401	2,105.40	109,856	55.4053	69.2566				
2nd Year	2,022.30	105,520	53.2184	66.5230	2,103.20	109,741	55.3474	69.1843	2,166.30	113,033	57.0079	71.2599				
3rd Year	2,059.70	107,471	54.2026	67.7533	2,142.10	111,770	56.3711	70.4639	2,206.40	115,126	58.0632	72.5790				
4th Year	2,106.90	109,934	55.4447	69.3059	2,191.20	114,332	57.6632	72.0790	2,256.90	117,761	59.3921	74.2401				

**S1.10 Divisional and District Allowances for Employees Other Than Teachers**

Division and/or District	Adult Per Week (\$)
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

These amounts are payable for all purposes of this Agreement.

For the purpose of this Schedule, the divisions and districts are as follows:

**(a) Divisions**

- (i) *Northern Division* - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
- (ii) *Mackay Division* - That portion of the State within the following boundaries - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
- (iii) *Southern Division* – That portion of the State not included in the Northern or Mackay Divisions.

**(b) Districts**

- (i) *Northern Division:*  
Eastern District – That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.  
Western District – The remainder of the Northern Division.
- (ii) *Southern Division:*  
Eastern District – That portion of the Southern Division along or east of a line commencing at the junction of the State with 150 degrees of east longitude, exclusive of the Local Authority Area of the City of Brisbane; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.  
Western District - The remainder of the Southern Division.

## **SCHEDULE 2 POSITIONS OF LEADERSHIP IN DIOCESAN SCHOOLS**

### **S2.1 Coverage**

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

### **S2.2 Operation**

S2.2.1 All appointments to the positions of the leadership structure are made under the provisions of this Schedule.

#### **S2.2.2 Purposes**

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

S2.2.3 It is therefore accepted that the leadership and management structures appropriate to Catholic schools reflect both the nature and ethos or the values that derive from those purposes and take account of different educational needs without prejudice to principles of public accountability and equity.

S2.2.4 This Schedule provides Positions of Leadership in Catholic schools that:

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

### **S2.3 How Allowances are paid**

S2.3.1 Where this Schedule provides for the payment of an allowance for a Position of Leadership (see clauses S2.10.7, S2.16.3 and S2.16.4), the teacher concerned receives the allowance added to the teacher's substantive rate of pay up to and including the rate of Proficient 8. To avoid any doubt, this includes teachers on Proficient 8.

S2.3.2 A teacher whose substantive rate of pay is Experienced Proficient Teacher (see clause 4.15 of this Agreement), and who is appointed to a Position of Leadership, receives the Proficient 8 rate plus the allowance.

### **S2.4 Definitions**

#### **S2.4.1 Senior Leadership Positions**

Senior Leadership positions howsoever designated include all appointments of teachers within the school who provide support to the Principal in the senior leadership and management of the school and include:

- (a) Deputy Principal (DP);

- (b) Assistant to the Principal (AP);
- (c) Assistant to the Principal – Administration (APA);
- (d) Assistant to the Principal – Religious Education (APRE); or
- (e) Religious Education Coordinator (REC).

S2.4.2 Middle Leadership Positions

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

S2.4.3 The difference between leadership and co-ordination is intrinsic to the accurate classification of Middle Leadership positions. Table 4 of this Schedule describes these in terms of application to various roles.

- (a) “*Coordination*” describes the administrative tasks of organising people and/or things in order to make them work together effectively.
- (b) “*Leadership*” describes a wide range of responsibilities and skills, particularly the ability to guide, direct or influence people in achieving collective objectives. Leadership includes self-development; developing, engaging and inspiring others; thinking clearly; and delivering outcomes.
- (c) “one *unit*” is defined in clause S2.16.4(a).

## **SENIOR LEADERSHIP**

### **S2.5 Appointment to Senior Leadership Positions in Secondary Schools**

- S2.5.1 Each person who accepts a position of Senior Leadership in a secondary school will be appointed for an initial period for five (5) years with a further five (5) year appointment subject to a satisfactory performance review at the conclusion of the first five (5) years. The review/appraisal process will be determined by the employer. That process will be based upon principles outlined in Schedule 7 (Review/Appraisal Process Principles) of this Agreement.
- S2.5.2 After the completion of an appointment period of ten (10) years, the employer may at its discretion advertise the position. Subject to a successful application the incumbent will be appointed in accordance with subclause 1.
- S2.5.3 After the completion of an appointment period of ten (10) years and notwithstanding the foregoing subclause 2, the employer may, by mutual agreement with the incumbent and subject to satisfactory appraisal, appoint the incumbent for a period of up to five (5) years. At the completion of this agreed period, the employer will advertise the position. Subject to a successful application the incumbent will be appointed in accordance with this clause.

### **S2.6 Termination of Employment**

- S2.6.1 Both the employee and employer will have the right to terminate employment in positions occupied in accordance with this Schedule.
- S2.6.2 In the case of a person categorised as a Senior Leader in accordance with clause S2.4.1, a minimum of three (3) months' notice is required by either party.
- S2.6.3 A person whose position is terminated in accordance with the terms of this Schedule will continue to be employed as a teacher under the terms and conditions of this Agreement:
- S2.6.4 Provided that, a person who occupies a position whose length of appointment is determined by clause S2.5 may be required to accept employment with the employer other than at the school where the previous position was held.
- S2.6.5 Subclause 3 will not apply to any employee dismissed for incompetence, misconduct or neglect of duty.

### **S2.7 Allocation of Senior Leadership Positions**

- S2.7.1 Enrolment levels for the purpose of allocation of Senior Leadership positions within bands as outlined in clause S2.9 and clause S2.10.5 of this Schedule will be those taken from the Commonwealth School Census for the year prior to the operating year.
- S2.7.2 Notwithstanding the provisions of clause S2.5 of this Schedule, in the event of a decrease below the enrolment required for the allocation of a Senior Leadership position, the position will continue for that year and for the following year and then will cease to exist:
- S2.7.3 Provided that the incumbent of the position whose appointment has terminated will be granted continued employment with the employer as a teacher.
- S2.7.4 Notwithstanding the provisions of clause S2.5 of this Schedule, in the event of a decrease below or increase above the enrolment required for the current classification of a Senior Leadership position, the classification of the position will continue for that year and will then be adjusted to the appropriate band at the beginning of the following year.

### **S2.8 Positions of Senior Leadership – Secondary Schools**

- S2.8.1 One (1) position of deputy Principal will be established in all secondary schools with an enrolment of less than 300 students.
- S2.8.2 Two (2) positions of deputy Principal will be established in secondary schools with an enrolment in excess of 300 students.

- S2.8.3 Three (3) positions of deputy Principal will be established in secondary schools with an enrolment in excess of 1,200 students.
- S2.8.4 Notwithstanding the provisions of subclause 2 the employer may, at its discretion, create two (2) Senior Leadership positions in lieu of the second position of deputy Principal in schools with an enrolment in excess of 300 students.
- S2.8.5 Notwithstanding the provisions of subclause 3 the employer may, at its discretion, create Senior Leadership positions in lieu of the third position of deputy Principal in schools with an enrolment in excess of 1,200 students.

**S2.9 Release Time Senior Leadership Positions – Secondary Schools**

- S2.9.1 The following table of release time from teaching duties will apply to senior leadership positions in secondary schools. The designated figure represents the proportion of the teaching load for which the appointee will be released. The teaching load is based on the maximum contact time in Schedule 3 (Hours of Duty - Teachers).

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

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

- S2.9.2 Provision of additional release time beyond the above allocation may be taken from the general teaching provision of a school in accordance with local decision, subject to the terms and conditions of Schedule 3 (Hours of Duty - Teachers) of this Agreement.



- S2.9.3 Notwithstanding the provisions in the table above, a secondary deputy Principal in any school may be expected to teach at least one subject line or class.
- S2.9.4 In circumstances where the prescribed teaching time available is insufficient to teach one class or subject line, the Principal and deputy Principal will prospectively discuss mechanisms so that the teaching can be undertaken and, on agreement, the mechanisms will be appropriately recorded. Such mechanisms include the option to aggregate for periods up to one school term the senior leadership release time that will be used as allocated teaching time.
- S2.10 Positions of Senior Leadership - Primary Schools**
- S2.10.1 A position of Assistant to the Principal Religious Education and a position of Assistant to the Principal Administration will be established in schools with an enrolment of 451 or more students. The occupant of either of these positions may be required to deputise for the Principal in respect of short term absences.
- S2.10.2 A position of Assistant to the Principal Religious Education or Religious Education Co-ordinator will be established in schools with an enrolment of 450 or fewer students.
- S2.10.3 In schools of 450 or fewer students, a specific teacher will be designated to deputise for the Principal in respect of short term absences. Where the person deputising is not the Assistant to the Principal Religious Education or Religious Education Co-ordinator, an allowance as prescribed in Schedule 1 – S1.3 of this Agreement.
- S2.10.4 If REC/APRE does not deputise, the person appointed to deputise will receive an allowance as prescribed in Schedule 1 – S1.3 of this Agreement.
- S2.10.5 Table 2 (provided below) outlines the minimum positions, annual allowance and weekly release time commensurate with school enrolments for Senior Leadership positions in primary schools.
- S2.10.6 The coordination time provisions allocated in the following Table 2 will be used to provide for the coordination and development of curriculum in primary schools.

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

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

S2.10.7 The salaries and allowances mentioned in Table 2 are as prescribed in Schedule 1 – S1.3 of this Agreement.

**S2.11 Role Descriptions and Key Selection Criteria for Senior Leadership Positions**

**S2.11.1 Role Descriptions**

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

- (a) Contributions to the Mission/Ethos of the school or college
  - (i) Participate in processes that contribute to the positive development of the school mission and ethos
  - (ii) Participate in processes that assist in the formation of school/college policies and practices
- (b) Learning and teaching
  - (i) Develop and maintain effective teaching
  - (ii) Implement quality pedagogies
  - (iii) Plan, implement and evaluate the nature of student's learning outcomes

- (iv) Develop collaborative ways of improving teaching and learning in specialised subject areas
- (c) Information, communication and technology
  - (i) Establish policies relating to the use of information technologies for students and teachers
  - (ii) Monitor the implementation of the use of information technologies for students and teachers
  - (iii) Plan for the provision of suitable professional development
- (d) Accountability including student outcomes
  - (i) Become familiar with QCAA procedures and requirements relating to the programming and assessment
  - (ii) Develop and implement QCAA and school based programs
  - (iii) Plan for the provision of quality professional development for staff
- (e) Accountability to school community
  - (i) Ensure quality reporting programs are in place for students, parents and staff
  - (ii) Work collaboratively with the school administration to develop these reporting programs
- (f) Professional development
  - (i) Access quality professional development for staff
  - (ii) Develop collaboratively school based professional development
  - (iii) Encourage participation in professional associations or similar organisation
- (g) Management of staff and resources
  - (i) Work collaboratively with staff and administration to ensure appropriate allocation of classes
  - (ii) Establish effective budgeting and resource process
  - (iii) Ensure appropriate WHS procedures are established and monitored

#### S2.11.2 Key Selection Criteria

Key selection criteria will be developed where they do not exist currently. Such Key selection criteria include:

- (a) demonstrated commitment to the Catholic mission/ethos of the school/college;
- (b) demonstrated achievement in the learning and teaching aspects of school life;
- (c) ability to implement and use creatively a range of activities associated with information technology;
- (d) demonstrated understanding of curriculum development and QCAA and employer procedures;
- (e) ability to plan effectively and communicate an appropriate range of reporting processes;
- (f) demonstrated involvement and commitment to quality professional development; and
- (g) ability to develop processes to manage staff and resources effectively and collaboratively.

**S2.12 Remuneration – Senior Leadership**

S2.12.1 Subject to subclauses 2 to 4 (Recognition of Previous Service), an employee appointed as a Senior Leader who is remunerated by the payment of a salary in accordance with Table 2 of this Schedule will:

- (a) be paid at the relevant level 1 of Schedule 1 - S1.3 (Positions of Leadership); and
- (b) progress to the next available level by annual increments subject to the same conditions applying to teachers pursuant to clause 4.8 (Salary Increments) and clause 4.2.12 (Part-Time Teachers – increment).

*Recognition of Previous Service for the Position of Deputy or Assistant to the Principal*

S2.12.2 All previous service as a deputy Principal or Principal of a Catholic school will be recognised in determining the appropriate salary level for the deputy Principal. Such service as deputy Principal or Principal is recognised provided that there is not a break of continuous service exceeding twelve (12) months.

S2.12.3 All service as an Assistant to the Principal, Deputy Principal or Principal of a Catholic school will be recognised in determining the appropriate salary level for the Assistant to the Principal. Such service as Assistant to the Principal, Deputy Principal or Principal is recognised provided that there is not a break in continuous service exceeding twelve (12) months.

S2.12.4 A break in continuous service of exceeding twelve (12) months or more may be recognised as service for purposes of allocation of salary level, if that break was for the purposes of professional development or some other purpose acceptable to the employer.

## **MIDDLE LEADERSHIP**

### **S2.13 Appointment to Middle Leadership Positions in Secondary Schools**

- S2.13.1 Each person who accepts a Middle Leadership position in a secondary school will be appointed for an initial period of 4 years. A further three 4 year appointments will be made subject to a continued designation of the position and a satisfactory performance review at the conclusion of the previous 4 years.
- S2.13.2 The review/appraisal process will be determined by the employer. That process will be based upon principles outlined in Schedule 7 (Review/Appraisal Process Principles) of this Agreement.
- S2.13.3 After the completion of an appointment period of 8 years, the employer may at its discretion advertise the position. Subject to a successful application the incumbent will be appointed in accordance with subclause 1.
- S2.13.4 Should an incumbent holding a position resign during a period of the contract, the employer may engage an employee:
- (a) on a fixed-term contract for the balance of the 4 year period and any subsequent appointment will be made in accordance with subclause 1; or
  - (b) in accordance with subclause 1 (initial period of 4 years).

### **S2.14 Appointment to Middle Leadership Positions - Primary Schools**

- S2.14.1 Each person who accepts a position of Religious Education Co-ordinator in a primary school will be appointed on the same terms and conditions as set out in clause S2.13.

### **S2.15 Termination of Appointment as a Middle Leader in Primary and Secondary Schools**

- S2.15.1 Both the employee and employer will have the right to terminate employment in positions occupied in accordance with this Schedule.
- S2.15.2 In the case of a person categorised as a Middle Leader a minimum of one (1) month of notice is required by either party.
- S2.15.3 A person whose position is terminated in accordance with the terms of this Schedule 2 will continue to be employed as a teacher under the terms and conditions of this Agreement.
- S2.15.4 Subclause 3 will not apply to any employee dismissed for incompetence, misconduct or neglect of duty.

### **S2.16 Remuneration and Release Time: Middle Leadership Positions – Secondary**

- S2.16.1 The following table outlines the maximum and minimum units available under the revised Middle Leadership structure, commensurate with school enrolments, for the provision of both allowance payments and release time in secondary schools.

**TABLE 3: Middle Leadership in RI Secondary Schools**

ENROLMENT BAND	Number of hours to distribute over a year within the available dollars		Number of hours to distribute over a year within the available dollars	
	MIDDLE LEADERSHIP UNIT STRUCTURE MAXIMUM	MAXIMUM HOURS	MIDDLE LEADERSHIP UNIT STRUCTURE MINIMUM	MINIMUM HOURS
< 150	21	207	17	169
151-200	21	207	17	169
201-250	21	207	17	169
251-300	31	310	27	272
301-350	31	310	31	310
351-400	42	417	38	376
401-450	43	423	40	394
451-500	54	530	48	479
501-550	54	530	50	498
551-600	66	652	61	601
601-650	67	662	62	610
651-700	79	779	73	727
701-750	79	779	73	727
751-800	91	902	86	849
801-850	94	930	88	873
851-900	104	1028	98	971
901-950	104	1028	98	971
951-1000	116	1150	110	1094
1001-1050	117	1159	111	1103
1051-1100	128	1272	123	1216
1101-1150	128	1272	123	1216
1151-1200	128	1272	123	1216
1201-1250	132	1305	126	1249
1251-1300	143	1418	137	1362
1301-1350	143	1418	137	1362
1351-1400	143	1418	137	1362
1401-1450	143	1418	137	1362
1451-1500	143	1418	137	1362
1501-1600	159	1578	154	1521
1601+	161	1591	155	1535

S2.16.2 Enrolment levels for the purpose of allocation of Middle Leadership positions within the above bands will be those taken from the Commonwealth School Census for the year prior to the operating year.

*Tier 1 and Teachers up to Proficient 4 (Tier 2 to 5)- Value of Allowance and Release Time*

- S2.16.3 Subclause 3 applies to teachers who are appointed to:
- (a) Tier 1 Middle Leadership positions; or
  - (b) Tiers 2, 3, 4 or 5 Middle Leadership positions and have a substantive rate up to and including Proficient 4.
- S2.16.4 The following applies to teachers prescribed by subclause 3:
- (a) where an allowance and release time is allocated in terms of units and where the value of one (1) unit consists of the following:
    - (i) the monetary value prescribed in Schedule 1 – S1.3 (Positions of Leadership) of this Agreement; and
    - (ii) one (1) hour release time per week;
  - (b) there are five (5) tier designations of Middle Leadership (with Tier 1 being further sub-divided) with unit values as follows:
    - (i) Tier 1.1 is equivalent to two (2) units (the monetary allowance and a minimum of two (2) hours release time per week);
    - (ii) Tier 1.2 is equivalent to three (3) units (the monetary allowance and a minimum of three (3) hours release time per week);
    - (iii) Tier 2 is equivalent to four (4) units (the monetary allowance and a minimum of four (4) hours release time per week);
    - (iv) Tier 3 is equivalent to six (6) units (the monetary allowance and a minimum of six (6) hours release time per week);
    - (v) Tier 4 is equivalent to eight (8) units (the monetary allowance and a minimum of eight and a half (8.5) hours release time per week);
    - (vi) Tier 5 is equivalent to ten (10) units (the monetary allowance and a minimum of 11.94 hours release time per week).
  - (c) the monetary allowance for each Tier listed in paragraph (b) is outlined in Schedule 1 – S1.3 (Positions of Leadership) of this Agreement;

*Complexity Loading*

- (d) A '*Complexity Loading*' of one unit (the monetary allowance and one (1) hour) may be added to Middle Leader positions, where considered appropriate, without disturbing the appropriately designated classification tier as determined by the Principal on advice from the School Consultative Committee;
- (e) Certain Tier 2, 3 and 4 Middle Leader positions may be determined eligible for the '*Complexity Loading*' where the release time may be considered inadequate for the requirements of the position, where the responsibilities of the position is at the upper end of the classification criteria or some other factor is present warranting additional consideration in annual allowance and release time applicable.
- (f) The '*Complexity Loading*' applies as follows:
  - (i) Tier 2 attracts four (4) units and when a '*Complexity Loading*' of one (1) unit is applied, such position attracts five (5) units in total (the monetary allowance and five (5) hours of weekly release time);

- (ii) Tier 3 attracts six (6) units and when a 'Complexity Loading' of one (1) unit is applied, such position attracts seven (7) units in total (the monetary allowance and seven (7) hours of weekly release time).
- (iii) Tier 4 attracts eight (8) units and when a 'Complexity Loading' of one (1) unit is applied, such position attracts nine (9) units in total (the monetary allowance and 10.23 hours of weekly release time ).

Note: The application of the 'Complexity Loading' differs slightly for Tier 4 positions, as the annual allowance should not exceed that applicable to a designated Tier 5 Middle Leader position - Instead, the additional unit of annual allowance is converted to time and added to the new time allowance of nine (9) hours.

- (g) the monetary allowance for each Tier with complexity loading listed in paragraph (f) is outlined in Schedule 1.3 of this Agreement.

*Teachers on Proficient 5 and above (Tier 2 – 5)*

S2.16.5 Subclause 6 applies to teachers who:

- (a) have a substantive rate of pay from Proficient 5 and above; and
- (b) are appointed to Middle Leadership positions from Tier 2 up to and including Tier 5.

S2.16.6 A teacher prescribed by subclause 5 will receive:

- (a) the salary for the relevant Tier of the Position of Middle Leadership as prescribed in Schedule 1 - S1.3; and
- (b) the same weekly release time that applies to the relevant Tier of the Position of Middle Leadership as prescribed in subclause 4.

S2.16.7 Additional Middle Leadership release time for allocation over the school year

- (a) In addition to the minimum release time designated for each Middle Leader Tier, as described in subclause 4, extra hours of Middle Leadership release are also available for allocation over a school year. Such additional release time will be allocated to various Middle Leadership positions on either a weekly basis or at particular pressure points identified within the school year.
- (b) This additional release time is intended to enable the different needs of various Middle Leadership positions to be best supported. (For example, Middle Leadership Pastoral positions may require additional release time to be allocated on a weekly basis to enable more contact with students during school hours; while Middle Leadership Curriculum positions may require additional release time to be allocated ahead of a new work program being due).
- (c) Ten per cent (10%) of the total Middle Leadership resources pool available to schools have been reserved for this purpose, prior to conversion to units.
- (d) The precise number of additional release hours that may be allocated to Middle Leadership positions over the school year for each school enrolment size, are detailed at Table 3 above.
- (e) Up to fifty percent (50%) of this flexible time may be converted into additional units for a school's Middle Leadership structure, should both the School Consultative Committee and the Principal agree that this is desirable.
- (f) The School Consultative Committee will consider, and make recommendation to the Principal on the appropriate distribution of these additional hours of release to the



various Middle Leadership positions, as part of their deliberations outlined in paragraph (g) and clause S2.17 and S2.18 of this Schedule.

- (g) In determining if additional release time for a Middle Leadership position from the quantum available is necessary, the following factors may be considered:
- (i) the number of teachers needing to be led or co-ordinated;
  - (ii) the number of subjects involved in any area of academic responsibility or number of Year levels under the Pastoral Leader;
  - (iii) the number of students involved and their particular academic or pastoral needs;
  - (iv) the structure of the school e.g. multiple campuses or 11-12, 8-12 or arrangements spanning primary and secondary, pastoral care structure;
  - (v) school curriculum or pastoral initiatives;
  - (vi) the overall level of resourcing of the area; and
  - (vii) other relevant factors.
- (h) In suggesting additional release time, the SCC will also suggest whether this should be in the form of an additional allocation for each week of the school year or whether it should take the form of a bank of time to be accessed upon request by the Middle Leader and with the consent of the Principal at times of particular need e.g. at beginning or end of a semester, at times when essential planning is required, etc.

## **S2.17 School Consultative Committee – Secondary**

- S2.17.1 The Principal determines the appropriate middle leadership structure and release time for a secondary school. In determining this structure a consultative process involving the formation of a School Consultative Committee (SCC) will be followed.
- S2.17.2 Membership of the School Consultative Committee includes:
- (a) Two (2) persons nominated by the employer/Principal; and
  - (b) One (1) union member elected by the school chapter of the IEUA;
  - (c) One (1) staff member elected by the teaching staff other than members of Senior Leadership.
- S2.17.3 It would be appropriate for the School Consultative Committee to determine a number of options for the middle leadership structure which take account of the current organisation and future needs of the school. Consultation by the whole committee with the entire teaching staff is necessary, prior to any decisions being made.
- S2.17.4 Appropriate leadership and management provision will be made for pastoral, academic and other program areas, designed to meet emerging needs of the contemporary secondary school. The employer in consultation with the School Consultative Committee will give consideration to the particular requirements of the school by first allocating up to twenty per cent (20%) of available points to the pastoral area. Academic and other needs including pastoral needs will be assessed in the context of the remaining available points.
- S2.17.5 A consultative process involving participation of the School Consultative Committee will be the vehicle by which the school's middle leadership structure will be reviewed each 4 years or by local agreement. The detail and the form of such a review are to be negotiated between the parties.

**S2.18 Middle Leadership Structure**

**S2.18.1 Consultation**

- (a) The Principal in a secondary school will inform the School Consultative Committee (SCC) on key considerations underpinning the development of a Middle Leadership structure, including:
  - (i) educational vision;
  - (ii) strategic directions;
  - (iii) particular programs, emphases and needs of the school; and
  - (iv) any government initiatives that may impact in the foreseeable future.

This fundamental first step ensures the appropriate opportunity for a high-level, engaged conversation between the Principal as educational leader and the School Consultative Committee tasked with the development of the recommendations.

- (b) The School Consultative Committee and Principal will consult with the whole teaching staff to further inform their deliberations.
- (c) The SCC will then make recommendations to the Principal about the Middle Leadership structure for the school based on minimum available units, and any additional release time within the available flexible hours, appropriate for the structure they have suggested.
- (d) The Principal, following consultation with the SCC, will determine the Middle Leadership structure and any additional release allocations for each Middle Leader.
- (e) The final Middle Leadership structure will be widely published to teaching staff to enable all an opportunity to apply, where appropriate. Full details will include a list of all Middle Leadership positions, existing appointments/vacancies, unit allocation, time release, financial allowance and flexible hours allocation.

An example of a table that may be used for this purpose is detailed below:

Middle Leadership Position	Unit allocation	Weekly time release	Annual financial allowance	Flexible hours allocation	Name of existing appointee or 'position vacant'

**S2.18.2 Positions of Middle Leadership in Secondary Schools**

- (a) The responsibilities of each tier and category of middle leadership position in secondary schools are detailed in Table 4.
 

This table further details criteria to guide the appropriate tier designation of each middle leadership position. There are five (5) tiers of Middle Leader position, according to the level of responsibility, complexity and/or autonomy entailed in the particular role.
- (b) Responsibilities of Middle Leaders in secondary schools vary according to: type of position held; school size; school location; school complexity; school culture and community; school pedagogy; nature of student cohort; and the experience of the role holder.
- (c) Middle Leader Tier 1 is intended to be used only where straightforward coordination (rather than leadership) is required of a role. It may be most relevant for a less experienced teacher, a teacher new to Middle Leadership responsibility or in a very small school where a number of areas may be overseen by a designated member of Senior Leadership.

**Table 4: Middle Leaders in Catholic Secondary Schools**

TABLE 4: MIDDLE LEADERS IN CATHOLIC SECONDARY SCHOOLS			
<p><i>The following criteria will be read in conjunction with S4.19.3 (a), (b) and (c) as relevant. The responsibilities of Middle Leaders in secondary schools vary according to:</i></p> <ul style="list-style-type: none"> <li>(i) the type of position held,</li> <li>(ii) the size of the school,</li> <li>(iii) the location of the school,</li> <li>(iv) school complexity ,</li> <li>(v) the school culture and community,</li> <li>(vi) school pedagogy,</li> <li>(vii) the nature of the student cohort, and</li> <li>(viii) the experience of the role-holder.</li> </ul> <p>In general, there are five (5) Tiers of Middle Leader described according to the level of responsibility entailed in the role.</p>			
Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Middle Leader Tier 1</b>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the coordination of a curriculum area taught for between 1 and 30 hours (Tier 1.1) or between 1 and 55 hours (Tier 1.2) in a secondary school over an average five-day period and/or</li> <li>(b) the pastoral care of staff working within the designated curriculum area and/or</li> <li>(c) other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the coordination of pastoral care of up to 70 students (Tier 1.1) or between 70 and 120 students (Tier 1.2) and/or</li> <li>(b) the pastoral care of staff working within the designated pastoral area and/or</li> <li>(c) other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the Coordination of an identified program in the school and/or</li> <li>(b) the pastoral care of staff working within the designated area and/or</li> <li>(c) other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<p><b>Middle Leader Tier 2</b></p>	<p>(a) the leadership of a curriculum area(s) taught for between 1 and 90 hours in a secondary school over an average five-day period,</p> <p>(b) the application of contemporary learning and teaching research to classroom practice through professional development of teachers engaged in the area(s) of curriculum responsibility,</p> <p>(c) supervision of teachers engaged in the area(s) of curriculum responsibility,</p> <p>(d) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</p> <p>(e) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</p> <p>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</p>	<p>(a) the leadership of the pastoral care of one year level of &gt; 120 students in a school or</p> <p>(b) pastoral care of several year levels in one section of a secondary school of &lt; 300 students and/or</p> <p>(c) supervision of teachers engaged in pastoral care within the area of pastoral responsibility and/or</p> <p>(d) induction of new teachers within the area of pastoral responsibility ( or supervision of induction where it is undertaken by another experienced teacher), and/or</p> <p>(e) pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or</p> <p>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</p>	<p>(a) the leadership of an identified program in a secondary school of &lt; 500 students and/or</p> <p>(b) supervising teachers engaged in the program throughout the school.</p> <p>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</p> <p>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</p> <p>(e) other appropriate duties as required by the Principal.</p>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<p><b>Middle Leader Tier 3</b></p>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of designated curriculum areas taught for more than 90 hours in a secondary school over an average five-day period</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through professional development and supervision of staff engaged in these areas and/or</li> <li>(d) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(f) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>(g) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of pastoral care of a section of a school (e.g. senior school) of &gt; 300 students and/or</li> <li>(b) whole-school pastoral care of up to 500 students and/or</li> <li>(c) supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>(d) induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(e) pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of an identified program in a mid-sized secondary school (500 - 1000 students) or a school of special character (&lt; 400 students) and/or</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<p><b>Middle Leader Tier 4</b></p>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in a secondary school of up to 1000 students under the overall direction of Senior Leadership and/or</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development in a secondary school of up to 1000 students and/or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership and/or</li> <li>(d) induction and mentoring of beginning teachers in a secondary school of up to 1000 students and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the whole-school pastoral care of up to 1000 students in a secondary school under the overall direction of Senior Leadership or</li> <li>(b) whole-school pastoral care of up to 400 students in a secondary school of special character under the overall direction of Senior Leadership and/or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership and/or</li> <li>(d) induction and mentoring of beginning teachers and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading a substantial identified program in a secondary school of up to 1200 students or in a school of special character of up to 600 students under the overall direction of Senior Leadership and/or</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<p><b>Middle Leader Tier 5</b></p>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in a secondary school of &gt; 1000 students or in a P-12, 4-12, 5-12 school of &gt; 1500 students under the overall direction of Senior Leadership and/or</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development in a secondary school of &gt; 1000 students or in a P-12, 4-12, 5-12 school of &gt; 1500 students and /or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(d) induction and mentoring of beginning teachers in a secondary school of &gt; 1000 students or in a P-12, 4-12, 5-12 school of &gt; 1500 students and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the whole-school pastoral care of &gt; 1000 students in a secondary school under the overall direction of Senior Leadership or</li> <li>(b) whole-school pastoral care of &gt; 400 students in a secondary school of special character under the overall direction of Senior Leadership and/or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(d) induction and mentoring of beginning teachers in the school and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading a substantial identified program in a secondary school of &gt; 1200 students or in a school of special character of &gt; 600 students under the overall direction of Senior Leadership and/or</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<p><b>Middle Leader Tier 5</b></p>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in a secondary school of &gt; 1000 students or in a P-12, 4-12, 5-12 school of &gt; 1500 students and/or</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development in a secondary school of &gt; 1000 students or in a P-12, 4-12, 5-12 school of &gt; 1500 students and /or</li> <li>(c) performance management of teachers including induction and mentoring of beginning teachers in a secondary school of &gt; 1000 students or in a P-12, 4-12, 5-12 school of &gt; 1500 students and/or</li> <li>(d) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the whole-school pastoral care of &gt; 1000 students in a secondary school or</li> <li>(b) whole-school pastoral care of &gt; 400 students in a secondary school of special character and/or</li> <li>(c) performance management of teachers including induction and mentoring of beginning teachers in the school and/or</li> <li>(c) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading a substantial identified program in a secondary school of &gt; 1200 students or in a school of special character of &gt; 600 students and/or</li> <li>(b) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>



### S2.18.3 Middle Leadership Positions

#### (d) Curriculum Leaders

In establishing the appropriate Curriculum Middle Leadership structure, the School Consultative Committee will take account of the following:

- (i) all academic subject areas within a school will be led, managed and supervised by either a Curriculum Middle Leader or a member of the Senior Leadership Team;
- (ii) there will be five (5) tiers of designation;
- (iii) the School Consultative Committee will give consideration to the following factors, in addition to referring to the criteria at Table 4 above, when making recommendations as to the appropriate tier designation and additional flexible hours for each Middle Leader position:
  - (A) the number of teachers and other staff to be led or coordinated;
  - (B) the number and/or range of subjects involved in any area of academic responsibility;
  - (C) the number of students involved and their particular academic needs;
  - (D) amount of curriculum development required;
  - (E) other associated responsibilities (such as equipment maintenance, resource ordering, industry training and placement);
  - (F) the structure of the school e.g. multiple campuses or 11 – 12, 8-12 or arrangements spanning primary and secondary, pastoral care structure, school curriculum initiatives; and
  - (G) the overall level of resourcing of the area.
- (iv) The leader of a subject area or group of subject areas will receive either a substantive salary or an allowance in addition to the salary payable under Schedule 1– S1.3 of this Agreement and a minimum release time according to the prescribed criteria, as set out in Table 4.

#### (e) Pastoral Leaders

- (i) The appropriate designations, units, allowance and release time to be allocated, are determined by the Principal following consultation with the School Consultative Committee.
- (ii) The occupants of these positions may be responsible for the welfare of groups of students whether structured by year groups, "houses" in schools or otherwise.
- (iii) In determining the appropriate tier classification to be recommended for Pastoral Leaders, the School Consultative Committee will take account of the following factors:
  - (A) the pastoral care structure of the school e.g. vertical or year level;
  - (B) the number of students and teachers involved in the pastoral care structure;
  - (C) the number of year levels involved if structure is based on year levels;
  - (D) particular pastoral care needs peculiar to the school;

- (E) responsibility for outside school activities each of which is of more than four (4) days' duration e.g. camps; or
        - (F) other relevant factors.
- (f) Program Leaders (or other) positions in response to emerging needs
  - (i) The appropriate designations, allowance and release time to be allocated, are determined by the Principal following consultation with the School Consultative Committee.
  - (ii) In determining the appropriate allowances and release time to be recommended for these positions, the School Consultative Committee will take account of the following factors:
    - (A) impact of school initiatives;
    - (B) the numbers of students and teachers involved in the program / activity;
    - (C) the level of overall resourcing in a particular area e.g. technical support; or
    - (D) other relevant factors.
  - (iii) The occupants of these positions will be responsible for activities which may include, but are not limited to, vocational education and training or sports co-ordination.
  - (iv) The term of appointment to these positions may be varied according to need and be less than that provided in clause S2.13 of this Schedule. Such variation would be by consultation with the incumbent, the School Consultative Committee and the Principal/employer.
- (g) Criteria guidelines
  - (i) Criteria guidelines for the appropriate designation of all middle leadership positions in secondary schools are described in Tables 5, 6 and 7.
- (h) Teachers holding multiple middle leader roles
  - (i) Except in exceptional circumstances, and by mutual agreement, a teacher should not hold more than one middle leadership position due to inherent workload pressures.
  - (ii) Subject to sub-paragraph (iii) of this clause, where a teacher holds multiple middle leader roles, the sum of the annual remuneration and weekly time release for each separate middle leader roles are due to the teacher with payments as follows:
    - (A) If the teacher is eligible to receive a substantive rate of pay in accordance with clauses S2.16.5 and S2.16.6 (Teachers on Proficient 5 and above (Tier 2 – 5)), then the teacher will be paid:
      - (1) the substantive rate for the highest tier Middle Leadership position; plus
      - (2) the applicable allowance for the other role(s) [namely the Tier 1 allowance in accordance with clause S2.16.3(a) or the Tier 2, 3, 4 or 5 allowance as if clauses S2.16.3(b) and S2.16.4 applied (*Tier 1 and Teachers up to Proficient 4 (Tier 2 – 5) – Value of Allowance and Release Time*)];

(B) If the teacher is only eligible to receive allowances in accordance with clauses S2.16.3 and S3.16.4 (Tier 1 and Teachers up to Proficient 4 (Tier 2 – 5) – Value of Allowance and Release Time), then the teacher will be paid the applicable allowance for each position.

(iii) In the special case where the combined annual remuneration of the multiple middle leader roles would exceed the Tier 5 annual remuneration, any monies above this maximum limit would be converted to additional weekly time release.

*“For example, as at 1/7/23, a teacher holding a Tier 1.2 (\$9,212 + 3 hours) and a Tier 3 (\$135,978 + 6 hours) Middle Leadership Position simultaneously would receive a minimum weekly release time of 9 hours and a maximum annual remuneration of \$139,845. The balance of the annual financial allowance that would otherwise be due (\$5,345) is converted to an additional 1.23 hours of weekly release time (that is, \$5,345 divided by \$4,345 cost of a unit of release).”*

S2.18.4 Release Time Allocations

(a) A ten per cent (10%) flexibility level is permissible in allocating release time per position.

For example:

Position	Release time (min)	45 min periods	50 min periods	60 min periods	70 min periods
Tier 1.1	120	3	3	2	2
Tier 1.2	180	4	4	3	3
Tier 2	240	5	5	4	4
Tier 3	360	8	7	6	5
Tier 4	510	11	10	8	7
Tier 5	716	16	14	12	10

(b) Middle leader release time provided is from normal contact time.

(c) Except in exceptional circumstances, time release should be provided in usable blocks of at least thirty (30) minutes.

S2.18.5 Role Descriptions and Key Selection Criteria for Middle Leaders – Secondary (Table 5)

(i) **Table 5: Curriculum Leaders**

<b>Table 5: CURRICULUM LEADERS IN SECONDARY SCHOOLS - RESPONSIBILITIES, ATTRIBUTES AND DUTIES</b>			
<p>The role of the Curriculum Leader is to support the mission of the school through leadership of the learning and teaching program. This involves developing appropriate curriculum in line with national, state and local requirements; ensuring that appropriate pedagogies are developed and implemented at all levels; ensuring the quality of student learning and the effectiveness of teacher practice through appropriate supervision; utilising thorough analysis of current data to inform decisions; developing appropriate partnerships within and outside of the school; and prudently administering available resources.</p>			
<b>Tier</b>	<b>CURRICULUM LEADER RESPONSIBILITIES</b>	<b>CURRICULUM LEADER ATTRIBUTES</b>	<b>TYPICAL DUTIES</b>
<b>Curriculum Leader Tier 1</b>	<p>The Curriculum Leader Tier 1 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) coordinating the designated curriculum area taught in the school and/or</li> <li>(b) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 1 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) understanding of and support for the ethos and mission of the school</li> <li>(b) ability to coordinate and manage a curriculum area</li> <li>(c) leadership potential - appropriate levels of vision, initiative, organisational and communication skill and ability to accept responsibility</li> <li>(d) success as a classroom teacher</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the development of work program(s) according to national, state and local requirements.</li> <li>(2) Coordinating assessment, moderation and reporting programs.</li> <li>(3) Managing financial and material resources within the area of responsibility including formulating of budgets and expending allocated funds.</li> <li>(4) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER RESPONSIBILITIES	CURRICULUM LEADER ATTRIBUTES	TYPICAL DUTIES
<p><b>Curriculum Leader Tier 2</b></p>	<p>The Curriculum Leader Tier 2 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of designated curriculum area(s) taught in the school</li> <li>(b) the application of contemporary learning and teaching research to classroom practice through professional development of teachers engaged in the area(s) of curriculum responsibility</li> <li>(c) supervision of teachers engaged in the area(s) of curriculum responsibility</li> <li>(d) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(e) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>The Curriculum Leader Tier 2 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond subject boundaries, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) success as a classroom teacher</li> <li>(d) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(e) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the development of work programs according to national, state and local requirements.</li> <li>(2) Coordination of assessment, moderation and reporting programs, and the keeping of appropriate records.</li> <li>(3) Keeping abreast of developments within the area of responsibility through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(4) Engaging in professional discourse with staff on an individual and departmental basis through regular meetings.</li> <li>(5) Supervising the quality of teaching practice through activities such as collegial planning, moderation, classroom observation, and facilitation of reflective teaching practice.</li> <li>(6) Supervising the quality of student learning through analysis of student performance data and addressing areas of concern through appropriate interventions.</li> <li>(7) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(8) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> <li>(9) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER	CURRICULUM LEADER ATTRIBUTES	PROGRAM LEADER
<p><b>Curriculum Leader Tier 3</b></p>	<p>The Curriculum Leader Tier 3 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall coordination of designated curriculum areas taught in the school</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through professional development and supervision of staff engaged in these areas and/or</li> <li>(c) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 3 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond subject boundaries, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) ability to analyse school curriculum data to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) success as a classroom teacher</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordination and/or development of work programs according to national, state and local requirements.</li> <li>(2) Coordination of assessment, moderation and reporting programs, and the keeping of appropriate records.</li> <li>(3) Keeping abreast of developments within the area of responsibility through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(4) Engaging in professional discourse with staff on an individual and departmental basis through regular meetings.</li> <li>(5) Supervising the quality of teaching practice through activities such as collegial planning, moderation, classroom observation, and facilitation of reflective teaching practice.</li> <li>(6) Supervising the quality of student learning through analysis of student performance data and addressing areas of concern through appropriate interventions.</li> <li>(7) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(8) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> <li>(9) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER	CURRICULUM LEADER ATTRIBUTES	PROGRAM LEADER
<p><b>Curriculum Leader Tier 4</b></p>	<p>The Curriculum Leader Tier 4 is responsible for:</p> <p>(a) leading the overall curriculum development, implementation and evaluation in the school under the overall direction of Senior Leadership, and/or</p> <p>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development and/or</p> <p>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</p> <p>(d) induction and mentoring of beginning teachers, and/or</p> <p>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</p> <p>(f) other appropriate duties as required by the Principal.</p>	<p>The Curriculum Leader Tier 4 will demonstrate the following :</p> <p>(a) a clear vision of and support for the school's mission and its underlying values and ethos</p> <p>(b) leadership capacity - a broad vision of holistic curriculum, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</p> <p>(c) ability to analyse whole school educational data to determine areas of success and areas for improvement and to develop plans to address these</p> <p>(d) ability to relate professionally to other staff members so as to provide a role model of the successful classroom teacher and to challenge inappropriate teaching practice</p> <p>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas of effective learning and teaching practice</p> <p>(f) professional activity through membership of professional associations and on-going professional development.</p>	<p>(1) Collaborating with other Curriculum Leaders, teaching staff and appropriate Senior Leadership personnel to review curriculum frameworks and plan future directions.</p> <p>(2) Keeping abreast of developments in the areas of contemporary curriculum, learning and teaching through on-going professional reading and research, and providing for the professional learning of the whole staff in line with these developments.</p> <p>(3) Managing the performance of teaching staff through on-going professional discourse, facilitation of reflective teaching practice, and formal and informal goal-setting and appraisal.</p> <p>(4) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Curriculum Leaders.</p> <p>(5) Supervising the quality of student learning throughout the school through analysis of student performance data (both internal and external) and addressing whole school areas of concern through appropriate interventions.</p> <p>(6) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with Senior Leadership in curriculum development.</p> <p>(7) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</p>

Tier	CURRICULUM LEADER	CURRICULUM LEADER ATTRIBUTES	PROGRAM LEADER
<p><b>Curriculum Leader Tier 5</b></p>	<p>The Curriculum Leader Tier 5 is responsible for:</p> <p>(a) leading the overall curriculum development, implementation and evaluation in the school under the overall direction of Senior Leadership, and/or</p> <p>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development and /or</p> <p>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</p> <p>(d) induction and mentoring of beginning teachers, and/or</p> <p>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</p> <p>(f) other appropriate duties as required by the Principal.</p>	<p>The Curriculum Leader Tier 5 will demonstrate the following :</p> <p>(a) a clear vision of and support for the school's mission and its underlying values and ethos</p> <p>(b) leadership capacity - a broad vision of holistic curriculum, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and communicate appropriately at all levels, and ability to foster cooperation and collegiality</p> <p>(c) ability to analyse whole school educational data to determine areas of success and areas for improvement and to develop plans to address these</p> <p>(d) ability to relate professionally to other staff members so as to provide a role model of the successful classroom teacher and to challenge inappropriate teaching practice</p> <p>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience, with particular emphasis on effective learning and teaching methodology</p> <p>(f) professional activity through membership of professional associations and on-going professional development.</p>	<p>(1) Collaborating with other Curriculum Leaders, teaching staff and appropriate Senior Leadership personnel to review curriculum frameworks and plan future directions.</p> <p>(2) Keeping abreast of developments in the areas of contemporary curriculum, learning and teaching through on-going professional reading and research, and providing for the professional learning of the whole staff in line with these developments.</p> <p>(3) Managing the performance of teaching staff through on-going professional discourse, facilitation of reflective teaching practice, and formal and informal goal-setting and appraisal.</p> <p>(4) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Curriculum Leaders.</p> <p>(5) Supervising the quality of student learning throughout the school through analysis of student performance data (both internal and external) and addressing whole school areas of concern through appropriate interventions.</p> <p>(6) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with Senior Leadership in curriculum development.</p> <p>(7) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</p>



(ii) **TABLE 6: Pastoral Leaders**

<b>Table 6: PASTORAL LEADERS IN SECONDARY SCHOOLS - RESPONSIBILITIES, ATTRIBUTES AND DUTIES</b>			
<p>The role of the Pastoral Leader is to support the mission of the school through leadership in the support of students as school and family community members. This involves developing and implementing effective pastoral practices which provide for students' welfare and coordinating the efforts of staff in students' holistic growth through ensuring that appropriate programs and processes are developed and followed at all levels to encourage students to embrace a way of living based on the values of the Gospel and to manage student behaviours which are contrary to this; ensuring the quality and effectiveness of teacher practice through appropriate supervision; developing partnerships with parents and carers and other appropriate partnerships within and outside of the school; and prudently administering available resources.</p>			
<b>Tier</b>	<b>PASTORAL LEADER RESPONSIBILITIES</b>	<b>PASTORAL LEADER ATTRIBUTES</b>	<b>TYPICAL DUTIES</b>
<b>Pastoral Leader Tier 1</b>	<p>The Pastoral Leader Tier 1 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) coordinating the pastoral care of the designated group of students.</li> <li>(b) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 1 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) understanding of and support for the ethos and mission of the school</li> <li>(b) ability to coordinate and manage</li> <li>(c) leadership potential - appropriate levels of vision, initiative, organisational and communication skill and ability to accept responsibility</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the behaviour of the student group in accord with the school's behaviour management policy and procedures.</li> <li>(3) Organising pastoral activities for the group including camps, retreats, etc.</li> <li>(4) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</li> <li>(5) Managing financial and material resources within the area of responsibility including formulating budgets and expending allocated funds.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
<p><b>Pastoral Leader Tier 2</b></p>	<p>The Pastoral Leader Tier 2 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated group of students</li> <li>(b) supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>(c) induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care staff engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 2 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of student welfare that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) empathy with young people and an ability to relate positively with them</li> <li>(d) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(e) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student group in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff pastoral practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</li> <li>(9) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
			(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
<p><b>Pastoral Leader Tier 3</b></p>	<p>The Pastoral Leader Tier 3 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated group of students</li> <li>(b) supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>(c) induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 3 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse school behavioural management programs and student well-being issues to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student group in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff pastoral practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</li> <li>(9) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
			(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
<p><b>Pastoral Leader Tier 4</b></p>	<p>The Pastoral Leader Tier 4 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated cohort of students under the overall direction of Senior Leadership</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 4 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic pastoral practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse school behavioural management programs and student well-being issues to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful pastoral practice and to challenge inappropriate practice at all levels</li> <li>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas of effective pastoral practice</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student cohort in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Managing the performance of staff involved in pastoral care through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</li> <li>(7) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Pastoral Leaders.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
		(g) professional activity through membership of professional associations and on-going professional development.	(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with other Pastoral Leaders, teaching staff and appropriate Senior Leadership personnel to review pastoral frameworks and plan future directions in pastoral care. (9) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern. (10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
<p><b>Pastoral Leader Tier 5</b></p>	<p>The Pastoral Leader Tier 5 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated cohort of students under the overall direction of Senior Leadership</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 5 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic pastoral practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse school behavioural management programs and student well-being issues to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful pastoral practice and to challenge inappropriate practice at all levels</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student cohort in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Managing the performance of staff involved in pastoral care through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</li> </ul>



Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
		<p>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas of effective pastoral practice</p> <p>(g) professional activity through membership of professional associations and on-going professional development.</p>	<p>(7) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Pastoral Leaders.</p> <p>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with other Pastoral Leaders, teaching staff and appropriate Senior Leadership personnel to review pastoral frameworks and plan future directions in pastoral care.</p> <p>(9) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</p> <p>(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</p>

(iii) **TABLE 7: Program Leaders**

<b>Table 7: PROGRAM LEADERS IN SECONDARY SCHOOLS - RESPONSIBILITIES, ATTRIBUTES AND DUTIES</b>			
<p>The role of the Program Leader is to support the mission of the school through leadership of specific academic, cultural, outreach, sporting or other defined programs offered to students and/or the school community. This involves interacting with students, staff and parents in an appropriate manner as well as developing and implementing effective processes and practices in keeping with the values and ethos of the school and designed to accomplish the desired outcomes of the specific program. Depending on the nature of the program, the role may also involve interacting with personnel and organisations outside the school community and developing partnerships that enhance results for students.</p>			
<b>TIER</b>	<b>PROGRAM LEADER RESPONSIBILITIES</b>	<b>PROGRAM LEADER ATTRIBUTES</b>	<b>TYPICAL DUTIES</b>
<b>Program Leader Tier 1</b>	<p>The Program Leader Tier 1 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) coordinating the designated Program in the school and/or</li> <li>(b) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 1 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) understanding of and support for the ethos and mission of the school</li> <li>(b) ability to coordinate and manage</li> <li>(c) leadership potential - appropriate levels of vision, initiative, organisational and communication skill and ability to accept responsibility</li> <li>(d) empathy with young people and an ability to relate positively with them in the context of the particular program being coordinated</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the designated program in keeping with the values and ethos of the school.</li> <li>(2) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(3) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(4) Managing financial and material resources within the area of responsibility including formulating budgets and expending allocated funds.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<p><b>Program Leader Tier 2</b></p>	<p>The Program Leader Tier 2 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 2 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of student welfare that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(d) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(e) professional activity through membership of professional associations and on-going professional development appropriate to the role.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in delivering the designated program in the light of the values and ethos of the school.</li> <li>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff engaged in the program on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(9) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<p><b>Program Leader Tier 3</b></p>	<p>The Program Leader Tier 3 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 3 will demonstrate the following:</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse the operations of similar programs in other schools and sectors to enhance the school's program, to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(f) professional activity through membership of professional associations and on-going professional development appropriate to the role.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in delivering the designated program in the light of the values and ethos of the school.</li> <li>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff Program practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(9) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<p><b>Program Leader Tier 4</b></p>	<p>The Program Leader Tier 4 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the program, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 4 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic educational practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse the operations of similar programs in other schools and sectors to enhance the school's program, to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful educational practice and to challenge inappropriate practice at all levels</li> <li>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas pertaining to the designated program</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in delivering the designated program in the light of the values and ethos of the school.</li> <li>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Coordinating the program's evaluation and review.</li> <li>(7) Managing the performance of staff through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</li> <li>(8) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Middle Leaders.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
		(g) professional activity through membership of professional associations and on-going professional development appropriate to the role.	(9) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with other Middle Leaders, teaching staff and appropriate Senior Leadership personnel to review school programs and plan for future developments.
			(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
	<p>(a) leading the designated program in the school.</p> <p>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</p> <p>(c) induction and mentoring of beginning teachers, and/or</p> <p>(d) pastoral care of staff engaged within the program, and/or</p> <p>(e) other appropriate duties as required by the Principal.</p>	<p>(a) a clear vision of and support for the school's mission and its underlying values and ethos</p> <p>(b) leadership capacity - a broad vision of holistic educational practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</p> <p>(c) ability to research and analyse the operations of similar programs in other schools and sectors to enhance the school's program, to determine areas of success and areas for improvement and to develop plans to address these</p> <p>(d) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</p> <p>(e) ability to relate professionally to other staff members so as to provide a role model of successful educational practice and to challenge inappropriate practice at all levels</p> <p>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas pertaining to the designated program</p>	<p>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</p> <p>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</p> <p>(4) Organising program activities including resources, transport, operations, staff, etc.</p> <p>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</p> <p>(6) Coordinating the program's evaluation and review.</p> <p>(7) Managing the performance of staff involved in the program through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</p> <p>(8) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Program Leaders.</p>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
		(g) professional activity through membership of professional associations and on-going professional development appropriate to the role.	(9) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with other Middle Leaders, teaching staff and appropriate Senior Leadership personnel to review school programs and plan for future developments. (10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.



S2.18.6 Appointment of Religious Education Co-Ordinator - Secondary Schools with Enrolments of Fewer than 300 students

In secondary schools with enrolments of fewer than 300 students, a Religious Education Co-ordinator may be appointed to a middle leadership position. The employer may at its discretion appoint an Assistant to the Principal Religious Education. The additional cost beyond the appropriate allowance pertaining to a middle leadership position will be borne by the employer.

**S2.19 Middle Leadership in Primary Schools**

S2.19.1 Remuneration and Release Time - Primary Schools

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

**TABLE 8: Primary Schools – Curriculum Coordination Time**

Enrolments	Weekly time release
<51	4 hrs
51-75	4 hrs
76-99	4 hrs
100-150	4 hrs
151-199	4 hrs
200-224	4.5 hrs
225-250	9 hrs
251-300	9 hrs
301-325	11 hrs
326-400	10 hrs
401-450	10 hrs
451-500	9 hrs
501-550	11 hrs
551-600	11 hrs
601-700	13.5 hrs
701-799	15.5 hrs
800-899	18 hrs
900-949	20 hrs
950-999	20 hrs
1000-1099	22 hrs
1100-1199	24.5 hrs
1200-1299	26.5 hrs
1300-1399	29 hrs
1400-1499	31 hrs
1500+	33.25 hrs + 0.1 FTE per additional 100 students

S2.19.2 Appointment of Assistant to the Principal Religious Education or Religious Education Co-ordinator - Primary schools with enrolments of fewer than 150 students

- (a) It is recognised by the parties that difficulty may be encountered in the attraction of suitable applicants to the positions of Assistant to the Principal Religious Education or Religious Education Co-ordinator in schools in remote localities with enrolments of fewer than 150 students.
- (b) The employer undertakes to make every effort to fill a vacant position both by internal notification and external advertisement. Should the position remain vacant, the Principal will carry out the appropriate duties until a suitable applicant can be found.

Provided that a suitably qualified applicant may be appointed for a fixed-term period of one year, in accordance with the fixed-term provisions contained in clause 3.3 (Fixed Term Contracts) of this Agreement.

**S2.20 Middle Leadership in 5-12 Schools and other Non-Standard Compositions**

**S2.20.1 Allocation of Middle Leadership Positions Across Primary and Secondary Enrolments**

- (c) The Principal is responsible for determining the appropriate middle leadership structure for the school. The School Consultative Committee will propose to the Principal possible models of middle leadership appropriate for the particular school after consultation with the whole teaching staff, in accordance with clause S2.17 and S2.18.1 of this Schedule.
- (d) In determining these models and recommending the appropriate allowances and release time, the SCC will take into account factors such as:
  - (i) the distribution of positions that would occur if the primary and secondary components of the school were separate;
  - (ii) the curriculum organisation of the school as a whole;
  - (iii) special curriculum initiatives that impact across the school;
  - (iv) the pastoral care structure of the total school;
  - (v) the number of students and teachers involved in each segment of the pastoral care structure;
  - (vi) the campus structure;
  - (vii) the extent to which such things as technological provision and sporting competition cross over traditional primary/secondary categories; and
  - (viii) the level of technical, clerical or aide support across primary and secondary components of the school.

S2.20.2 The employer will apply at least the level of resources of a state primary school of equivalent size to the primary component of the school's Middle Leadership structure, in addition to the normal secondary school Middle Leadership allocation arrangements.

**S2.20.3 Additional Resourcing**

After considering the overall level of resources across the school, the employer, at its discretion, may provide additional points in exceptional circumstances.

## **S2.21 Appointment Processes**

### **S2.21.1 Appointment of Members of Religious Congregations to Senior and Middle Leadership Positions**

- (a) An employer will place in a school any number of Religious Congregation members it deems appropriate. Whilst placement of Congregational members would normally be at the beginning of the year or semester, placement may occur at other times. The employer, in making all placements will consider the interests of the students, Principal and other staff members.
- (b) The employer will retain the right to appoint the Principal, and any other person to Senior and Middle Leadership positions through the Principal.
- (c) Where a Congregational member is appointed to a position of Senior or Middle Leadership then the points allocated to both allowance and release time for such a position should be considered to be allocated as if the appointee was a salaried teacher.
- (d) Schools will not allocate points belonging to a Congregational member occupying a middle leadership position to any other Middle Leadership position in the school. A salaried teacher may be appointed to a Middle Leadership position previously held by a Congregational member. A Congregational member may be appointed to a middle leadership position previously held by a salaried teacher.

### **S2.21.2 Appointment of Acting Positions**

#### *Provision for the Appointment of a Person to Act in a Senior or Middle Leadership Position.*

- (a) This provision applies to the appointment of a person to act in the position of deputy Principal, Assistant to the Principal (Administration), Assistant to the Principal (Religious Education), in primary and/or secondary schools or a Middle Leadership position.
- (b) Appointment to an acting position is for a defined period and will be confirmed in writing.
- (c) An acting position may be determined in those situations where the incumbent is on leave or an interim vacancy exists.
- (d) The number and/or existence of such positions are determined by the employer.
- (e) The appointment to an acting position is for a fixed-term of four (4) or more continuous weeks, but this will not preclude appointment to an acting position for less than four (4) weeks for emergent reasons.
- (f) An appointment of four (4) weeks may include student free days.
- (g) The four (4) weeks or more of continuous service in the acting position will be exclusive of the vacation periods. Where the appointment is made across a vacation period the appointee will be paid at the acting rate for the vacation period. Where the appointment is contiguous to student free days the student free days will be paid at the acting rate.
- (h) The salary rate paid will be in accordance with the salary schedule outlined in Schedule 1– S1.3 of this Agreement for that position provided that the acting appointee's experience in the position will be recognised.
- (i) Where appropriate the employer/Principal may call for expressions of interest from current employees regarding the acting position.
- (j) All paid leave taken during an acting appointment will be paid at the appropriate acting rate.
- (k) School vacation leave, which is immediately following a period designated as acting, will be paid at the acting rate.

- (l) When an employee takes paid leave immediately following a period designated as acting, that employee will be paid for such leave at the acting rate.

**S2.22 Fundamental Principles of the Appointment Process**

- S2.22.1 The parties recognise that teaching and learning outcomes may be well supported by Catholic schools' ability to attract and retain quality teaching staff in promotional positions.
- S2.22.2 As a minimum, the fundamental principles forming a transparent appointment process will include:
- (a) advertisement of promotional position vacancies to existing staff;
  - (b) opportunity to provide written response to key selection criteria;
  - (c) interview of short listed applicants; and
  - (d) in circumstances where an existing employee is unsuccessful in application for a vacant promotional position, the employee may request employer feedback on aspects of their written application and/or interview performance.
- S2.22.3 This clause does not apply:
- (a) where appointments are made for the remainder of the Position of Leadership triennium, or
  - (b) where appointments are made to other acting positions, or
  - (c) Where there is redeployment of current staff following school closure or other special circumstance.

**S2.23 Amendment to the Application of this Schedule**

- S2.23.1 In special or unique circumstances the employer and the union may enter into arrangements, the application of which will amend the provisions of this Schedule for an identified school. These arrangements will be recorded in writing by way of exchange of letters between the parties and will normally be for a period not exceeding twelve (12) months.

**S2.24 Review/Appraisal Process Principles**

The principles for any review/appraisal process will be identified in Schedule 7 (Review/Appraisal Process Principles) of this Agreement.

### **SCHEDULE 3 HOURS OF DUTY (TEACHERS)**

#### **S3.1 Coverage**

S3.1.1 This Schedule applies to those teachers employed in schools operated by the employers (but excluding All Hallows' School) who are not Senior Leaders.

#### **S3.2 Spread and Flexibility**

S3.2.1 The hours of duty required of a teacher in both the primary and secondary areas will be flexible over a term or semester. Such requirements will be prospective and made known to the teacher involved.

#### **S3.3 Hours of Duty – Secondary**

S3.3.1 The ordinary hours of duty for teachers in secondary schools and in the secondary department of primary schools will be:

- (a) up to thirty and a half (30.5) per week except in schools where existing arrangements require thirty-one (31) hours per week; and
- (b) in the case of non-resident teachers, not more than one-third ( $1/3^{\text{rd}}$ ) will be performed before 9 am and after 5 pm.

#### *Contact Time*

S3.3.2 Of the thirty-one (31) hours or thirty and a half (30.5) hours required per week occurring between Monday and Friday in a secondary school a maximum of up to twenty-one and a half (21.5) hours will be contact time.

S3.3.3 Contact time will include programmed teaching time, programmed sporting, administrative/pastoral care classes and assembly time.

#### *Preparation and Correction Time - Classroom Teachers*

S3.3.4 In addition, an amount equal to twenty per cent (20%) of actual contact time (excluding assembly time) will be allocated to preparation and correction time.

S3.3.5 However part of this preparation and correction time may be used for supervision or cover periods for a maximum of ten (10) periods per year.

S3.3.6 The schedule of preparation and correction time will be negotiated at the school level in advance of the commencement of each term and committed to writing.

S3.3.7 The schedule will endeavour to minimise disruptions to the provision of preparation and correction time by taking into account planned school events and activities.

S3.3.8 Where preparation and correction time is unable to be accessed by a teacher due to planned school activities, timely consultation will occur at the school level to make alternative arrangements with the teacher for the replacement of such time.

S3.3.9 Arrangements for the replacement of preparation and correction time is not required when the time is unable to be accessed due to scheduled collaboration time pursuant to subclauses 13 to 15.

S3.3.10 The primary and main function of preparation and correction time will be to undertake necessary preparation and correction to effectively carry out the role as a teacher.

S3.3.11 Duties undertaken during preparation and correction time may include:

- (a) planning for class and group teaching instruction;
- (b) planning for student excursions;
- (c) setting and correcting assessment items;

- (d) evaluating and assessing student work;
- (e) curriculum planning; and
- (f) compilation of assessment records.

S3.3.12 It is recommended that preparation and correction time in secondary schools be provided in minimum thirty (30) minute blocks of useable time.

*Collaborative Planning Time in Secondary Schools*

S3.3.13 The employer will provide the equivalent time of at least two (2) days per annum focussed on collaborative planning.

S3.3.14 An employer may schedule such time, as an arrangement for the whole of school, or for segments of the staff.

S3.3.15 Collaborative planning time will be used to undertake collaborative planning discussions, activities and/or meetings based on the local circumstances and needs of the school.

*Other Duties*

S3.3.16 The remainder of the total quantum of hours will be defined as "other duties" and will include the following activities:

- (a) Movement between classes;
- (b) Preparation and correction outside the twenty per cent (20%) mentioned above programmed in the school day;
- (c) Class/playground/transport etc. supervision;
- (d) Staff meetings;
- (e) Educational activities associated with the programmed curriculum;
- (f) Parent/teacher consultations which form part of the school's programmed reporting to parents;
- (g) Attendance at school for the required time before the commencement of classes;
- (h) School worship;
- (i) Supervision or covers periods outside that mentioned above;
- (j) Activities in association with the appraisal of other employees or mentoring programs;
- (k) Professional development as provided in clause 9.4.2 of this Agreement.

### **S3.4 Hours of Duty – Primary**

- S3.4.1 The hours of duty for primary teachers will be up to thirty (30) hours per week worked between Monday and Friday.
- S3.4.2 For All Hallows' School, the ordinary hours of duty for teachers in primary schools shall not exceed twenty-seven and a half (27.5) per week.
- S3.4.3 Teachers will be on duty fifteen (15) minutes before the morning assembly and will remain on duty until the time of dismissal of the school for the day.
- S3.4.4 Principals may assign to members of their staff duties requiring their attendance until a time not later than thirty (30) minutes after the time of dismissal of the school for the day; provided that such duties will be allocated, when practicable, on a roster basis.

#### *Contact Time*

- S3.4.5 Class contact time in the primary area will be twenty-four (24) hours ten (10) minutes per week, and will include face to face teaching, pastoral care and sporting activities which form part of the programmed school day.

#### *Planning Preparation and Correction Time*

- S3.4.6 Teachers in primary schools and pre-schools and primary departments of a secondary school will be entitled to two (2) hours and thirty (30) minutes of planning, preparation and correction time per week aggregated as necessary for periods of up to one school term.
- S3.4.7 Part-time teachers, engaged for seven (7) hours or more per week, will receive planning, preparation and correction time equivalent to time which reflects the proportion the hours the engagement bears to full-time contact hours.
- S3.4.8 Such time will constitute 'duty' in terms of relevant industrial instruments.
- S3.4.9 The schedule of preparation and correction time will be negotiated at the school level in advance of the commencement of each term and committed to writing.
- S3.4.10 The schedule will endeavour to minimise disruptions to the provision of planning, preparation and correction time by taking into account planned school events and activities.
- S3.4.11 Where planning, preparation and correction time is unable to be accessed by a teacher due to planned school activities, timely consultation will occur at the school level to make alternative arrangements with the teacher for the replacement of such time.
- S3.4.12 The minimum block of planning, preparation and correction time will not be less than thirty (30) minutes unless agreed between the employer and employee and recorded in writing.
- S3.4.13 A teacher's allocated entitlement to planning, preparation and correction time will be identified on an individual teacher's hours of duty timetable.
- S3.4.14 The primary and main function of planning, preparation and correction time will be to undertake necessary planning, preparation and correction to effectively carry out the role as a teacher.
- S3.4.15 Duties undertaken during planning, preparation and correction time may include:
- (a) planning for class and group teaching instruction;
  - (b) planning for student excursions;
  - (c) setting and correcting assessment items;
  - (d) evaluating and assessing student work;
  - (e) curriculum planning; and

- (f) compilation of assessment records.

*Other Duties*

S3.4.16 The remaining hours will be defined as "other duties" and will include:

- (a) Class/playground/transport supervision;
- (b) Staff meetings;
- (c) Educational activities associated with the curriculum as programmed;
- (d) Attendance at school for the required time before the commencement of classes;
- (e) School worship;
- (f) Parent/teacher consultations which form part of the school's programmed reporting to parents;
- (g) Sacramental programme;
- (h) School assembly for administrative purposes;
- (i) Activities in association with the appraisal of other employees or mentoring programs;
- (j) Professional development as provided in clause 9.4.2 of this Agreement.

**S3.5 Playground Supervision - Primary Teachers**

In those primary schools where duty of care obligations cannot be accommodated within the maximum quantum of thirty (30) hours per week, an additional one (1) hour per week will be required for the performance of playground supervision.



### **S3.6 Meal breaks**

S3.6.1 Subject to subclauses 2 and 3, teachers are entitled to an unpaid meal break of at least thirty (30) continuous minutes duration per day.

S3.6.2 Where supervision or other duties have been rostered within the normal timetabled meal break, an alteration to the provision of the minimum unpaid meal break (thirty (30) minutes) may be achieved through consultation with teachers, provided that:

- (a) all teachers receive a minimum continuous meal break of twenty (20) minutes per day; and
- (b) total period for meal breaks is no less than one hundred and fifty (150) minutes per teacher per week. This cannot be averaged over a longer period.

S3.6.3 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 will be provided at an alternative time determined by agreement between the Principal and individual teachers.

### **S3.7 Rest Pauses**

S3.7.1 Subject to subclauses 2 and 3, morning tea breaks of fifty (50) minutes per week will be included in the total number of hours per week.

S3.7.2 Full-time teachers are entitled to a paid tea break of ten (10) minutes duration per day included as part of their ordinary hours, but where it is impracticable to take the tea break on a daily basis the break may be averaged over a one week period.

S3.7.3 Part-time and casual teachers will be entitled to the tea break as provided in subclause 2 only where the tea break occurs during a period of paid employment for the employee.

### **S3.8 Determination of Other Duties**

S3.8.1 Other duties will be exclusive of week-ends and public holidays, and will be determined:

- (a) at the beginning of a term, semester or year by consultation between both primary and secondary teaching staff and the school administration;
- (b) within the maximum allocation outlined in clauses S3.3 and S3.4; and
- (c) by scheduling before and after school activities taking into consideration any impacts on the ability of teachers to reasonably fulfil their professional responsibilities.

S3.8.2 Variations to this arrangement as a result of emergent or unforeseen circumstances will also be determined by way of the consultative process.

S3.8.3 Disputes between the staff and the employer will be processed through a grievance procedure which will be characterised by the following steps:

- (a) in so far as it is possible, the Principal should indicate to members of staff the extent and nature of other duties required of them on a semester by semester basis;
- (b) both the Principal and the staff will hold a formal meeting to discuss the issues arising out of such a requirement; and
- (c) if a consensus is not reached and both parties, namely the school staff and the Principal cannot reach agreement, then both parties can have recourse of their industrial advisers.

### **S3.9 Composite Classes**

S3.9.1 For the purposes of this clause, a composite class is a class with multiple year levels or a class with multiple subject teaching areas in a secondary or primary school.

S3.9.2 The employer will, in its discretion, consider adjustments the hours of duty for a teacher required to teach a composite class, which may include:

- (a) reducing contact time;
- (b) increasing preparation planning and correction time;
- (c) reducing the number of supervision/cover periods;
- (d) reducing other duties; or
- (e) reducing class sizes.

S3.9.3 In exercising the discretion referred to in subclause 2, relevant matters include:

- (a) experience of the teacher;
- (b) subject area(s) the teacher is qualified to teach;
- (c) the subject areas and year level(s) of the composite class; and
- (d) available resourcing.

S3.9.4 Any adjustments made pursuant to subclause 2 will be recorded in writing.

### **S3.10 Overtime Rate**

Overtime will be payable in accordance with the provisions of clause 4.9 of this Agreement.

### **S3.11 Extra-Curricular Duties**

Extra-curricular activities are honorary/voluntary and outlined in clause 4.28 of this Agreement.

### **S3.12 Additional Hours per Term**

There will also be a quantum of three (3) hours per term which will be required of all primary and secondary teachers (refer clause 4.2.8 of the Agreement for part-time teachers) for attendance at special activities for particular groups, e.g. year level, whole school, special interest group activities.

### **S3.13 Resident Teachers**

S3.13.1 Notwithstanding the provisions of this Schedule, a resident teacher who is engaged as a full-time teacher in the same school to which the boarding establishment is attached may be required to spend no more than ten (10) hours per week in resident duties as herein defined.

S3.13.2 The 10 hours of duty will be in exchange for the resident teacher's board and residence.

S3.13.3 By mutual agreement between the employee and the school authority the hours of resident duty of resident teachers may be averaged over one (1) term.

### **S3.14 School Level Variation**

S3.14.1 The employer, whether system or school, the employees concerned in each establishment and the union may consult over variation to the provisions herein or implementation thereof; the objective of consultation being to reach agreement on variation and implementation at enterprise level.

S3.14.2 The outcome of consultation will be recorded in writing and endorsed by the parties.

### **S3.15 Vacation Leave**

S3.15.1 It is not intended to reduce the quantum of vacation periods currently enjoyed by teachers.

S3.15.2 Any proposed variation to this arrangement which may arise as a result of changing educational needs would be subject to consultation and negotiation between the parties.

S3.15.3 Where agreement cannot be reached either party reserves the right to refer the matter to the Fair Work Commission for determination.

## **SCHEDULE 4 ISOLATED TEACHERS' ASSISTANCE SCHEME (ITAS)**

### **S4.1 Preamble**

S4.1.1 ITAS is designed to provide an allowance for teacher service in remote centres. It is payable to full-time, part-time and fixed-term teaching staff living and working throughout Queensland in centres designated in Table 1.

### **S4.2 Criteria**

S4.2.1 Full-time, part-time and fixed term teachers working in schools and living in a remote area designated in Table 1 will be eligible for the allowance. The allowance paid to teachers varies according to:

- (a) category of school; and
- (b) number of Dependants.
- (c) "Dependant" means:
  - (i) a spouse;
  - (ii) a child up to 18 years for whom the employee is legally responsible;
  - (iii) a full time student up to 24 years of age;
  - (iv) an adult for whom the teacher is legally responsible,  
and who:
    - (A) resides with the employee; and
    - (B) whose taxable income is less than the National Minimum Wage.

S4.2.2 To facilitate the correct payment of entitlements it will be necessary for the employer to be supplied with details of an employee's dependants. Employees receiving the ITAS allowance must notify the employer of any change in the employee's circumstances that would affect the amount of ITAS allowance payable.

S4.2.3 Eligible employees must complete an application form provided by the employer at the commencement of each school year.

### **S4.3 Part-Time Teachers**

S4.3.1 Eligible part-time teaching staff will receive a proportionate allowance based on the hours of work each week.

### **S4.4 Teachers on Leave**

S4.4.1 The allowance is payable to teachers on authorised paid leave. Teachers on personal/carer's leave, long service leave or special paid leave approved by the employer will receive the full allowance. However, no allowance will be payable to teachers on leave without pay, or teachers on paid leave who no longer live in the designated ITAS centre.

### **S4.5 Payment on Termination**

S4.5.1 Payment to individual teachers terminating their employment at the end of a calendar year will coincide with normal pay arrangements, i.e. the rates would be paid up to the first day of school in the subsequent year. When duty ceases prior to the conclusion of the school year, payment will be made for the period ended on the last day of school prior to the date of ceasing duty.

**S4.6 ITAS Allowance – Schedule**

S4.6.1 The ITAS locality allowance will be paid fortnightly to eligible teachers in accordance with Table 1, below.

**TABLE 1**

Isolated Teachers' Assistance for IPRASS Centres 1 March 2010			
Centre	Teachers without Dependants	Teachers with Dependants	Additional Dependants/s (payable for each child even if already included in Column B)
	SECTION A \$ per fortnight	SECTION B \$ per fortnight	SECTION C \$ per fortnight
Mt Isa	52.10	104.15	25.15
Yeppoon	17.15	34.30	10.00

*Examples:*

- A teacher with no Dependants would be entitled to the allowance in Column A, even if the teacher has a spouse who is not a Dependant.
- A teacher with a dependent spouse and no dependent children would be entitled to the allowance in Column B only.
- A teacher with no dependent spouse and one dependent child would be entitled to the allowances in both Columns B and C.
- A teacher (with or without) a dependent spouse and with two dependent children would be entitled to the allowance in Column B, in addition to the allowance in Column C for each child (ie x2).
- In the case of two employees who are married couple with two children, Spouse A would be entitled to the allowance in Column B, in addition to the allowance in Column C for each child (ie x2), while Spouse B would be entitled to the allowance in Column A only.

\*\* The definition of "Dependant" is provided in clause S4.2.1 (c).

NB: ITAS allowances will be reviewed each year and adjusted in accordance with the Queensland Government Locality Allowance

**SCHEDULE 5 INCENTIVE PAYMENTS – REMOTE AREA STAFF SCHEME (IPRASS)**

Mount Isa is the only remote centre eligible for the Incentive Payments – Remote Area Staff Scheme (IPRASS). Mount Isa is classified as a Level 5 Centre.

**S5.1 Eligibility**

S5.1.1 For the purposes of this Schedule, “eligible employee” means teachers who are engaged as:

- (a) continuing (full-time or part-time); or
- (b) fixed-term (full-time or part-time),

including those who are engaged in Positions of Leadership who relocate or are located in and work in Mt Isa.

**S5.2 Remote Area Incentive Payments**

S5.2.1 Eligible employees will receive a Remote Area Incentive Payment in accordance with Table 1.

S5.2.2 Employees must complete ten (10) weeks service before a proportionate payment is made on termination, including resignation. In the event that an eligible teacher is employed for a complete term, with that term being less than ten (10) weeks, the employee is entitled to a proportionate payment based on the completed term. Any proportionate payment made to an eligible teacher will be calculated on the basis of their number of weeks teaching service relative to the number of weeks in the school year.

S5.2.3 Fixed-term teaching staff who are engaged for ten (10) weeks term time are entitled to receive a proportionate payment on the basis of their number of weeks teaching service relative to the number of weeks in the school year (i.e. a teacher who works twenty (20) weeks term time out of a school year of forty (40) weeks is entitled to receive 20/40 of the Remote Area Incentive Payment).

S5.2.4 Proportionate payments will be made to eligible part-time teaching staff, who are engaged for ten (10) weeks of term time (i.e. a part-time teacher who is employed for sixteen (16) hours per week is entitled to sixteen (16) divided by thirty (30) of the respective Remote Area Incentive Payment).

**Table 1: Remote Area Incentive Payments**

IPRASS Locations	Tenure (No. Years in Centre)	Payment per annum (\$)
Level 5 Centres Mt Isa	1	1,800
	2	2,100
	3	3,100
	4	4,400
	5	4,400
	6 and subsequent years	3,100

S5.2.5 The Remote Area Incentive Payment will be paid in two (2) instalments, one in June and the other in December.

S5.2.6 The scheme will apply to teachers on authorised paid leave. Eligible employees absent on personal/carer’s leave and long service or on special leave approved by the employer will receive the full entitlement. However, no Remote Area Incentive Payment will be payable to

teachers on leave without pay, or teachers on paid leave who no longer live in the designated IPRASS centre.

### **S5.3 Emergent Leave Days**

S5.3.1 Non-cumulative emergent leave days will be available each year eligible employees on the basis of 4 days per year.

S5.3.2 Emergent leave days may be used to travel to another location to attend to personal business, medical or legal appointments that cannot be conducted in the remote area location.

*Examples:*

- *A teacher living and working in Cunnamulla has an appointment to see a skin specialist in Toowoomba.*
- *A teacher living and working in Cooktown has a solicitor's appointment in Cairns in preparation for a family mediation hearing.*

S5.3.3 To facilitate alternate class supervision arrangements over the period of absence, employees are required to provide at least one week notice of their intention to access emergent leave day(s), wherever possible. Applications should be submitted in writing and approval should not be unreasonably withheld.

S5.3.4 Where non-urgent business is to be conducted, employers are to be given appropriate advance notice so as to maximise the opportunity to obtain a replacement. Where such advance notice is not provided the employer may determine that the leave will not be granted.

S5.3.5 Approval of emergent leave immediately prior to or after vacation periods is at the employer's discretion but should normally be approved only in exceptional circumstances.

S5.3.6 Once the allocation of emergent leave on full pay has been exhausted, there will be no further entitlement to paid emergent leave until the following calendar year. Entitlements to emergent leave are regained for each calendar year.

S5.3.7 Fixed-term teachers will also receive emergent leave days on a pro rata basis (based on the number of weeks in the school year their fixed-term contract bears to a full school year).

### **S5.4 Travel Leave Days**

S5.4.1 Eligible employees are entitled to two (2) days travel leave per year. These days may be attached to the Easter vacation or the Christmas vacation at the discretion of the employer.

S5.4.2 In allocating the travel leave days provided in subclause 1, the employer must consult with employees as to when the travel leave days will be accessed. The employer will consider the needs of employees before making a final decision. The final decision is at the discretion of the employer.

S5.4.3 The provision of these two (2) days travel leave days per year to teachers will not negatively impact on school officers' paid work time. School officers will continue to work and be paid for these two days in accordance with their normal work arrangements.

### **S5.5 Reimbursement of Reasonable Relocation Expenses**

S5.5.1 Where a teacher commences in a school located in an IPRASS centre, both the reasonable relocation costs of their family's belongings and transport costs will be reimbursed, in accordance with employer guidelines.

S5.5.2 At the conclusion of a teacher's remote area service commitment, the teacher will also be reimbursed for the reasonable removal costs of their family's belongings to their next teaching position with the employer, in accordance with employer guidelines.

**S5.6 Accommodation and other Conditions**

S5.6.1 Employer-Provided Accommodation

- (a) Where the employer provides accommodation to teachers, it will be of a reasonable standard and contain modern facilities such as hot water, air conditioning and ceiling fans, and major appliances in good working order.
- (b) Basic furniture should also be provided where the teacher chooses not to move personal furniture to the remote area location.
- (c) General employer accommodation assistance options and other conditions are provided in Table 2, below.

S5.6.2 Salary Packaging of Remote Area Accommodation Costs

- (a) Salary packaging is available to employees in accordance with clause 7.5 of this Agreement.
- (b) Employees should seek personal and professional financial advice in relation to salary packaging of rent and other accommodation costs.

S5.6.3 Payment of Rent over Christmas Vacation Period

Where the employer does not provide accommodation to remote area teachers, the employer may pay the cost of rental accommodation over the Christmas period according to employer guidelines.

**Table 2: General Employer Accommodation Assistance Options and Other Conditions**

Accommodation arrangements in Mt Isa	
Eligible teaching staff working in Mount Isa may access either of the following options:	
<p><b>Option A:</b> Option to reside in employer-leased or owned accommodation</p> <p>Where a teacher chooses to reside in accommodation leased or owned by the employer, employees need only pay seventy-five per cent (75%) of market rental for forty-seven (47) weeks of the year. The facility to salary package remaining rental expenses at no cost to employees is also offered under this arrangement.</p>	
<p><b>Option B:</b> Option to retain private tenancy arrangement or home ownership</p> <p>An annual accommodation assistance payment is available where a private tenancy arrangement or home ownership is preferred by the teacher. This payment and salary packaging of remaining accommodation costs is available in the terms below.</p>	
General Conditions	<p>All eligible continuing teaching staff are entitled to receive an annual accommodation assistance payment.</p> <p>Fixed-term teachers are eligible for a proportionate payment provided that the engagement is for a period of at least ten weeks.</p> <p>From 1 July 2022, the payment will be \$1095 per annum.</p>



<b>Accommodation arrangements in Mt Isa</b>	
Timing of payment	Payment will be made once a year in accordance with employer guidelines.
Calculation of payment	<p>Proportionate payments will be made to part-time teachers on the basis of their weekly hours of engagement relative to the maximum number of weekly hours for a full-time teacher. (For example, 0.4 FTE entitles an employee to receive 0.4 of the annual payment).</p> <p>Fixed-term teachers engaged for a period of at least ten weeks are entitled to receive a proportionate payment on conclusion of the contract. (For example, a teacher who works twenty (20) weeks term-time out of a school year of forty (40) weeks is entitled to receive twenty/forty (20/40) of the relevant accommodation assistance payment).</p>
Airfare Assistance Payment	Employers will provide employees in Mt Isa with airfare assistance at the employer's discretion.

**S5.6.4 Review of Allowances**

Allowances payable in accordance with Table 2 will be increased each year in line with negotiated salary increases.

**S5.7 Professional Development**

**S5.7.1** Strategies will be implemented to support the professional development of teachers in remote areas and to best enable them to continue to deliver high-quality Catholic education to students. Such strategies may include:

- (a) Employer or delegate to develop and deliver relevant professional development in remote area and rural locations, following consultation with teaching staff;
- (b) Regular support visits by the Employer or delegate and Leadership Personnel;
- (c) Teachers to be released to attend identified professional development opportunities available in cities or other regional areas;
- (d) The use of technologies including teleconferencing, video conferencing and the use of computer based programs.

**S5.7.2** Where teachers are required to travel to attend professional development activities, their travel time arrangements will be determined through a process of negotiations with the employer and will generally be in paid work time.

- (a) In circumstances where travel is undertaken outside of paid work time, accommodation will be provided if teachers would need to drive between sunset and sunrise.
- (b) Employers will consider the start and finishing times of planned professional development in light of the travel needs of any participants. Teachers will be provided with accommodation according to employer guidelines in circumstances where they may need to travel significant distances prior to or after required professional development.

**S5.7.3** Accommodation, meals and other reasonable associated travel costs will be paid by the employer in accordance with employer guidelines when staff in remote area and rural schools attend employer-approved in-service or professional development during school term time.



**S5.8 Use of Employee's Private Vehicle**

S5.8.1 Where use of a school vehicle cannot be provided and a staff member is required to use their own vehicle for any approved, work-related reason (including transport to professional development), appropriate reimbursement to the employee for use of their vehicle will be made.

S5.8.2 Appropriate reimbursement to the employee will be calculated using the vehicle engine size and total distance travelled (as identified on RACQ road maps), in accordance with the kilometre rates prescribed by employer guidelines.

**S5.9 Remote Area Secondary Teacher Relocation Support**

S5.9.1 Secondary School Appointment Processes

Employers will provide support to teachers who, after a reasonable period of employment within a remote secondary college, wish to obtain a position in a metropolitan or alternate regional centre. Such support may include opportunities for employees to discuss their options for seeking other positions, current vacancies, application and selection procedures.

## **SCHEDULE 6 FLEXIBLE LEARNING CENTRES**

### **S6.1 Application of this Schedule**

S6.1.1 This schedule will apply to employees employed in Flexible Learning Centres or Special Assistance Schools operated by an employer.

S6.1.2 Where the provisions of the Agreement are inconsistent with the terms of this Schedule, the provisions in this Schedule will apply to the extent of the inconsistency.

### **S6.2 Travel time to and from external educational activities and mobile programs**

S6.2.1 The parties recognise the unique nature of work in Flexible Learning Centres (FLC) and the need for flexibility when considering staff member responsibilities where travel is required to attend excursions, for mobile programs and for other educational activities external to the FLC premises.

S6.2.2 Subject to subclause 3, travel time will be regarded as paid time and included within an employee's ordinary hours in accordance with the arrangements contained in this Schedule.

S6.2.3 Travel between an employee's residence and their centre will not be regarded as travel time.

S6.2.4 Travel time for the purpose of this Schedule is deemed:

(a) to have commenced either from the time of arrival at the FLC premises, or pick up of the first student, or after the expiry of the usual time of travel from the employee's residence to the FLC premises, whichever is the earliest; and

(b) to have ceased from the time of leaving the FLC premises, or drop off of the last student, or after expiry the usual time of travel from the FLC premises to the employee's residence, whichever is the latest.

S6.2.5 When traveling to or from an FLC to an excursion/activity destination, travel time is taken to include the time reasonably required to set up and pack up any materials.

S6.2.6 In the case of teaching staff travelling with students for the purpose of student transport supervision only, travel time will be deemed to be 'other duties' in accordance with the hours of duty arrangements contained in the Agreement.

S6.2.7 Where an employee is required to use their car for work related travel, kilometric allowance will be payable in accordance with the employer's administrative guidelines.

### **S6.3 Christmas Closedown Arrangements - School Officer**

S6.3.1 This clause will only apply to school officers.

S6.3.2 Flexible Learning Centres (FLCs) have in place varied closedown arrangements over the Christmas period to cater for local circumstances and vacation care programs that may operate in particular centres.

S6.3.3 The dates, and leave arrangements (where relevant), for Christmas closedown periods will be confirmed in writing with relevant employees by the end of Term three (3) each year.

### **S6.4 Planning and Collaboration Time**

S6.4.1 The parties recognise the unique circumstances under which the staff at the FLC operate. The parties recognise the requirement for continued compliance with the provisions contained in Schedule 3 of this Agreement (Hours of Duty – Teachers).

S6.4.2 The parties agree that:

(a) Planning, Preparation and Correction Time (PPCT) as defined in Schedule 3 of this Agreement, does not reflect the full range of teaching and learning practices within FLCs; and

- (b) for the purposes of FLCs, the PPCT duties contained in Schedule 3 of this Agreement may also include any or all duties contained within subclause 7 so that the time used for the purposes of planning and collaborating with other staff in lesson preparation for young people should be identified as Planning and Collaboration (PAC) Time.

- S6.4.3 Notwithstanding the provisions of clause S3.3.4 of Schedule 3 of this Agreement (Hours of Duty – Teachers), FLC employers will provide a minimum entitlement equivalent to 20% of maximum contact time (260 minutes per week) allocated for PAC time in lieu of PPCT. A PAC entitlement of 260 minutes per week will be provided to FLC teachers regardless of their individual teaching contact time.
- S6.4.4 PAC is provided for teachers to undertake both individual and collaborative duties.
- S6.4.5 It is acknowledged that from time to time, where circumstances which are beyond the control of the employer, a teacher may be unable to access the minimum weekly PAC time. Both parties acknowledge the need for flexibility in such circumstances and timely consultation will occur at the FLC to ensure the provision of minimum PAC.
- S6.4.6 Consistent with the parties' flexible approach to PAC arrangements, PAC may be aggregated for periods up to one school term to provide more effective use of such time. Such aggregation arrangements will be prospective and by mutual agreement with the teacher involved.
- S6.4.7 Duties undertaken within PAC may include:
  - (a) Personal unit and lesson planning and preparation
  - (b) Marking
  - (c) Report writing
  - (d) IEP or PLP writing (where undertaken in the absence of students)
  - (e) Reporting relating to traumatic events or census requirements
  - (f) Collaborative unit and lesson planning
  - (g) Morning staff briefings relevant to teaching and learning
  - (h) Debrief discussions
  - (i) Curriculum, teaching and learning and/or pastoral care planning sessions
  - (j) Student Reviews (Case Management)
  - (k) Professional supervision activities directly related to the education or wellbeing of Young People
  - (l) Sessions conducted within strategic planning/School Improvement that directly relate to planning for curriculum, teaching, learning and/or pastoral care of Young People.

## **S6.5 Positions of Leadership**

- S6.5.1 Associate Head of Campus/Head of Wellbeing for EREA FLCs only.
  - (a) An Associate Head of Campus and/or Head of Wellbeing may be appointed at the sole discretion of the employer in centres with a Head of Campus.
  - (b) Where a decision is made to employ an Associate Head of Campus and/or Head of Wellbeing, such position and duties will be nominated at the point of recruitment and specified in the relevant position description and will include specific campus tasks. This position will be responsible for the carriage of the Head of Campus duties when the Head of Campus is temporarily absent (up to four (4) weeks) from the centre and otherwise unable to fulfil the role.

- (c) Upon appointment, this employee will receive a fortnightly allowance in accordance with the table below. This allowance shall be increased in accordance with the annual wage increase contained in this agreement.

From the first full pay period on or after 1 July 2019	From the first full pay period on or after 1 July 2020	From the first full pay period on or after 1 July 2021	From the first full pay period on or after 1 July 2022
\$621.13	\$636.66	\$652.57	The percentage increase for 1 July 2022 will be increased in accordance with clause 4.2.

S6.5.2 Teacher in Charge/Deputiser

- (a) A Teacher in Charge/Deputiser position may be established at the sole discretion of the employer in centres.
- (b) This position will be responsible for the carriage of the Principal/Head of Campus duties when the Principal/Head of Campus is temporarily absent (up to four (4) weeks) from the centre and otherwise unable to fulfil the role.
- (c) The Teacher in Charge/Deputiser is appointed for a maximum period of 12 months. Such appointment may be reviewed by the employer during the 12-months period or at the conclusion of the appointment.
- (d) A Teacher in Charge/Deputiser will be paid an agreed allowance on a fortnightly basis.

## **SCHEDULE 7 APPRAISAL PROCESS PRINCIPLES**

### **S7.1 Principles**

S7.1.1 The principles that will be applied to the appraisal process will include the following:

- (a) Shared Responsibility
- (b) Negotiation
- (c) Consultation
- (d) Self-Review of Performance Based on Role Description and Duty Statements
- (e) Validation
- (f) Documentation
- (g) Confidentiality
- (h) Natural Justice
- (i) Resourcing

### **S7.2 Elaboration of each Principle**

S7.2.1 Shared Responsibility

- (a) The responsibility for the appraisal process is shared by the employer (or nominee) and the appraisee.
- (b) The details of the process will clearly indicate who has the responsibility for each component of the process and how the responsibility will be exercised.

S7.2.2 Negotiation

- (a) Negotiable aspects should be identified and documented within the broad framework developed by each employer/school for its appraisal process.
- (b) The Principal/appraisee should be prepared to discuss and agree upon certain aspects within the broad framework of the appraisal process.

S7.2.3 Consultation

- (a) The employer/Principal consults collaboratively with the role holder for input and advice.
- (b) The final decision on the appraisal process rests with the employer.

S7.2.4 Self-Review of Performance Based on Role Description and Duty Statement

- (a) The appraisee reflects upon practice within the framework of the role description and duty statement applicable during the term under review.
- (b) These documents set and inform the parameters for the format of the self-review.
- (c) The self-review may be transmitted in written, oral or some other negotiated form.
- (d) The self-review may be a culmination of on-going documentation of practice.
- (e) The reflection includes areas of performance that are believed to have been effective and areas of performance that may require further development.
- (f) It is the performance of the incumbent that is being reviewed. There is no judgement of the person involved.

S7.2.5 Validation

- (a) Within the framework of the process, data related to the role and duty statements will be gathered to validate the self-review.
- (b) The methodology for validation will form part of the consultation process.

S7.2.6 Documentation:

The Summative Appraisal generates a written report that is submitted to the employer/Principal. The report remains the property of the employer/Principal and the appraisee.

S7.2.7 Confidentiality:

All materials other than the final report generated in the process will remain confidential to that process.

S7.2.8 Natural Justice:

- (a) The appraisee is advised of the content of information obtained in relation to the appraisee as part of the process. Only information which has been substantiated will form part of the appraisal process.
- (b) The appraisee has the right to approach the panel to be informed of the content and nature of the information gathered and the identity of those who supplied it.
- (c) The appraisee is given reasonable opportunity to respond to the matters dealt with in the information.
- (d) Any person asked to provide information for use in an appraisal process is to be advised, at the time of the request, that such information and the identity of the person providing the information may be made known to the appraisee.

S7.2.9 Resourcing:

- (a) Provision of appropriate resources for the appraisee and those undertaking a role in the appraisal will be negotiated.
- (b) Those elements of the process which are of the nature of self-appraisal will not receive additional resources from the employer.
- (c) The level of resourcing to address the outcomes of appraisal will be a matter of negotiation between the appraisee and the employer.



**SCHEDULE 8 CLASSIFICATION OF SCHOOL OFFICERS – CURRENT STRUCTURE**

**S8.1 Wage Relativities**

<b>Level</b>	<b>Step</b>	<b>Relativity</b>
<b>1</b>	1	88
	2	90
	3	92
	4	94
<b>2</b>	1	96
	2	99
	3	100
<b>3</b>	1	105
	2	107
	3	109
	4	110
<b>4</b>	1	112
	2	115
	3	118
<b>5</b>	1	122
	2	125
	3	128
<b>6</b>	1	132
	2	139
	3	146
	4	154
	5	161
<b>7</b>	1	163
	2	166
	3	169
	4	172
	5	175

## CHARACTERISTICS AND QUALIFICATION

### Competency of Employee

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Competency at this level involves application of knowledge and skills to a range of tasks and roles	Competency at this level involves application of knowledge with depth in some areas and a broad range of skills		Competency at this level involves self-directed application of knowledge with substantial depth in some areas	Competency at this level involves self-directed development and application of professional knowledge with substantial depth in some areas	Competency at this level involves the use of initiative in self-directed development and application of expert knowledge with extensive recognised expertise in some areas
There is a defined range of contexts where the choice of actions required is clear	There is a range of roles and tasks in a variety of contexts	There is a wide variety of tasks and roles in a variety of contexts.	A range of technical and/or other skills are applied to roles and functions in both varied and highly specific contexts.	A broad range of professional skills are applied to roles and functions in both varied and highly specific contexts.	A breadth and depth of professional skills are applied to roles and functions in both varied and highly specific contexts.
There is limited complexity of choice	There is some complexity in the extent and choice of actions required	There is complexity in the ranges and choice of actions required		A proportion of competencies involve complex, specialized or professional functions.	A high proportion of competencies involve significant scope and/or complex, specialized or professional functions.
Competencies are normally checked within well-established routines, methods and procedures	Competencies are normally used within routines, methods and procedures	Competencies are normally used within a variety of routines, methods and procedures	Competencies are normally used independently and both routinely and non-routinely.	Competencies are used independently and are substantially non-routine with initiative being exercised in the application of professional practices	Duties of an innovative and/or critical nature are undertaken without professional direction and initiative is exercised in the application of professional practices
Limited discretion and judgement about possible actions is involved	Some discretion and judgement are involved in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.	Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services actions and achieving outcomes within time constraints.	Discretion and judgement are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.	Significant discretion and judgement are required in planning, design, professional, technical or supervisory functions related to services, operations or processes for self and/or others.	Significant discretion and independent judgement are required within constraints set by management.

## SUPERVISION OF EMPLOYEES

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Works under direct and/or routine supervision depending on function.	Works under limited supervision.	Work is carried out under general supervision.	Works under general supervision and/or broad guidance depending on function.	Works under broad guidance.	Work is usually performed under general guidance with limited or no professional supervision.
Work is intermittently checked.	Work may be checked in relation to overall progress			Work is usually measured in terms of the achievement of stated objectives to agreed standards.	The general quality of work is monitored by school management and is subject to stated objectives and professional standards.
May take the form of general guidance where working in teams is involved.	May take the form of broad guidance.	Progress and outcomes sought are under general guidance.		May be less direct than at lower levels and usually be related to task methodology and work practices.	
May involve detailed instructions in some situations;	May involve a level of autonomy when working in teams.			May involve a level of autonomy in accordance with a broad plan or budget strategy.	

## SUPERVISION OF OTHERS

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
An employee at this level will have no supervisory responsibilities	Peer assistance may be provided to others.	The work of others may be supervised			
	An employee may have limited responsibility for guidance of the work of others	Responsibility for the work and organisation of others in limited areas.	Responsibility for the planning and management of the work of others may be involved	Responsibility for the supervision and monitoring of the work of others and of workflow in the area of responsibility may be involved.	Responsibility for the setting and achieving of objectives by a work section and its staff may be involved.
An experienced employee may assist others by providing peer support in the completion of routine tasks	Team co-ordination may be required	Teams may be guided or facilitated.		Leadership and development of teams and responsibility for outcomes may be required.	
		Training of subordinate staff may be required.	Supervision and training of lower level staff may be involved.		Responsibility for assessment, training and development and performance counselling of staff may be required.

**LEVELS 1 TO 7 QUALIFICATIONS MATRIX**

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Junior Certificate is the minimum formal qualification. No experience is required.	Junior Certificate is the minimum formal qualification. No experience is required.	Tertiary qualifications at Certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.	Tertiary qualifications at Certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.	Tertiary qualifications at Associate Diploma/Diploma level or equivalent qualifications relevant to the position may be required by the employer or knowledge, qualifications and experience that are determined by the employer as necessary to successfully carry out the duties of the position.	Relevant formal qualifications at degree level are required.	Formal qualifications at degree level are required, along with relevant post graduate qualifications or extensive and relevant experience as required by the employer to reflect higher levels of professional outcomes.

## TYPICAL DUTIES/SKILLS

### Employees Assisting Student Learning

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Assist developmentally appropriate student learning, either individually or in groups, under the direct supervision of an academic staff member where limited discretion and judgement are involved.</p> <p>Under direct supervision of a higher level officer or members of the academic staff prepare and clear away materials for display/use in classrooms or libraries.</p> <p>Perform within well-established routines tasks associated with the mass production of printed material including collating, stapling, binding, folding, cutting, etc.</p> <p>Under direct and /or routine supervision, perform tasks of limited complexity, associated with classroom learning experiences, such as assisting teachers in preparing, implementing and supervising learning programs.</p> <p>Support students in relation to their physical needs.</p>	<p>Assist developmentally appropriate student learning, either individually or in groups, where some discretion and judgement are involved in evaluating and assessing (under the supervision of an academic staff member(s)) the learning needs of students.</p> <p>Within routines, methods and procedures carry out liaison between the school, the student and the student's family where some discretion and judgement are involved.</p> <p>Support students in relation to their physical needs where some discretion and judgement are involved.</p>	<p>Assist developmentally appropriate student learning, either individually or in groups, under the general supervision of an academic staff member(s). Employees at this level are required to exercise discretion and judgement to modify education programmes to meet the learning needs of specific students.</p> <p>Carry out liaison between the school, the student and the student's family where discretion and judgement are required in relation to planning, actions and achieving outcomes.</p> <p>Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member(s); providing pastoral ministry and support for students.</p> <p>Under broad guidance, supervise the operations of the school's processes and activities in relation to overseas students. This may include: enrolment; family liaison; and placement.</p>	<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. This may include: the gathering, analysis and interpretation of data; or preparation of reports and the consequent giving of advice to other professional staff to assist student learning; or providing pastoral ministry; or providing counselling and/or guidance support for students.</p> <p>Provide professional advice to staff and students in the officer's area of expertise or qualification.</p>	<p>Undertake more complex professional activities involving the selection and application, based on professional judgement, of new and existing techniques and methodologies requiring the exercise of professional independence combined with competence derived from extensive experience and/or additional study.</p> <p>Undertake supervisory responsibilities which may include on the job training, staff assessment and performance counselling in relation to staff in lower level positions.</p> <p>Operate and be accountable for the quality of output of a section or function within the school.</p>

## Laboratory Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Provide science program assistance where limited discretion and judgement are involved</p> <p>Maintain science equipment, materials and specimens not requiring a depth of knowledge or technical skills. Under the direct supervision of an academic staff member(s) prepare and maintain laboratory teaching areas including routine setting up and dismantling of items of equipment for use in experimental, observational and teaching activities</p> <p>Assist in the demonstration of experiments and scientific equipment under the direct supervision of an academic staff member(s).</p>	<p>Provide science program assistance where some discretion and judgement are involved.</p> <p>Assist in the design/demonstration of experiments under supervision of an academic staff member(s) where some discretion and judgement are involved.</p> <p>Under direction, prepare, maintain, organize, set-up and dismantle equipment and materials for routine experiments or student projects and dispose of waste materials.</p> <p>Peer assistance and/or guidance may be provided for other assistants in a laboratory.</p> <p>Under direction and within existing routines, methods and procedures, prepare, maintain and dispense stock solutions, simple chemical mixtures and compounds, cultures or similar materials.</p>	<p>Responsibility for and/or training of subordinate staff in limited areas may be required. Design and demonstrate experiments, within a variety of routines and procedures, under the supervision of an academic staff member(s) where discretion and judgement are required. Where there is complexity in the range and choice of action and discretion and judgement are required: prepare, maintain and dispense solutions, chemical mixtures, compounds and cultures; prepare, maintain, organise, set-up and dismantle equipment and material for experiments.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: designing laboratory experiments; and appropriate responsibility for the application of workplace health and safety requirements in the laboratory</p>	<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree.</p> <p>Operate (at a level consistent with the qualifications required) a laboratory. This may (or may not) include responsibility for the supervision, monitoring and training of staff in lower level positions.</p> <p>Administer the allocation and monitoring of resources in the laboratory.</p> <p>Support employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>Provide professional advice to staff and students in the officer's area of expertise.</p> <p>Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary.</p>	<p>7.2.1 Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree and post graduate qualifications and/or other professional development and/or industry experience.</p> <p>7.2.2 Responsibility for the operation of a laboratory which provides complex and varied services. This may (or may not) include responsibility for the supervision, monitoring and training of professional staff and staff in lower level positions.</p> <p>7.2.3 Manage the allocation and monitoring of resources in the laboratory.</p> <p>7.2.4 Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>7.2.5 Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organizational area.</p> <p>Formulate policies and provide specialist advice on policy development to senior management.</p>

## Administration Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Use keyboard skills to produce a document from written text using a standard format.</p> <p>Receive and deal with enquiries within well-established routines,, including the provision of general information and assistance to the public, parents, students and other employees.</p> <p>Perform a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records.</p>	<p>Carry out a wide range of secretarial and clerical duties at an advanced level, including shorthand, typing, word processing and maintaining manual and computerized records.</p> <p>Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures.</p> <p>Enter financial data into computer and prepare financial and management reports for review and authorization by senior management.</p>	<p>Provide administrative support to senior management of a school where discretion and judgment are required, including: taking minutes; shorthand; organizing appointments and diaries; initiating and handling correspondence (which may include confidential correspondence); monitoring telephone calls; and establishing and/or maintaining working filing systems.</p> <p>Within a variety of routines, methods and procedures apply inventory and purchasing control procedures, prepare monthly summaries of debtors and creditors ledger transactions and reconcile these.</p> <p>Apply knowledge of advanced functions of computer software packages and to manage data i.e. modify fields of information, develop new databases or spreadsheet models; or graph previously prepared spreadsheets.</p>	<p>Provide executive support to senior management and associated committees concerning designated aspects of school management.</p> <p>Direct and supervise the work of administrative/clerical and/or other staff.</p> <p>Under broad guidance, supervise the operations of the school's office and other administrative activities, in the areas of enrolment, equipment and statistical staffing returns.</p> <p>Under broad guidance, supervise the operations of the school's processes and activities in relation to overseas students. This may include: enrolment; family liaison; and placement.</p>	<p>Operate and be responsible for an autonomous section and all its operations.</p> <p>Provide professional advice to staff and students in the officer's area of expertise.</p> <p>Monitor and analyse regular management information, such as staffing and financial resource usage; ensure that associated information systems are maintained and that regular reports are provided to management.</p>	<p>Supervise staff including implementation and participation in induction, training, review, counselling and appraisal</p> <p>Manage the work of administrative officers and other staff, assigning and outlining the work, advising on administrative problems, and revising work for accuracy and adequacy.</p> <p>Identify policies and procedures requiring review or re-development, and define relevant issues.</p>

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Operate within well-established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc.</p> <p>Under the direct supervision of the Principal or nominee, contact parents, students and/or others in relation to school attendance and related matters.</p> <p>Under the direct supervision of the Principal or nominee assist with the arrangement of group meetings, morning teas, meetings of parents and external parties, parent/teacher nights etc.</p> <p>Carry out minor cash transactions including receipting, balancing and banking.</p>	<p>Prepare and process payroll transactions within routines, methods and procedures.</p> <p>Within routines, methods and procedures: provide administrative support to senior management; arrange appointments and diaries; and prepare correspondence.</p> <p>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.</p> <p>Maintain petty cash float and expenses for accounting purposes</p>	<p>From verbal or rough handwritten instructions; answer non-standard executive correspondence, prepare papers, briefing notes, or other written material.</p> <p>Utilizing a variety of routines, methods and procedures, calculate and maintain wage and salary records; perform routine classification determinations; and process resignations, retirements and redundancies in accordance with relevant entitlements.</p> <p>Within a variety of routines, methods and procedures provide significant assistance in the preparation of: financial information to trial balance; budgets; cash flow records; balance sheets; trading accounts; cash management analysis; FBT and entity disclosure requirements. NOTE An employee is not required to perform all duties listed to satisfy this skill descriptor.</p> <p>Train staff classified at lower levels by means of personal instruction and demonstration.</p> <p>Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students.</p>	<p>Prepare the accounts of the school to operating statement stage and assist in the formulation of period and year-end entries.</p> <p>Provide advice requiring knowledge of policies and/or the interpretation of rules or regulations within their area of operation. Assist in developing policy and procedures relating to their work area and identifying future trends.</p> <p>Under broad guidance supervise the administration of specialized salary and payroll requirements, which may include: eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers' compensation claims.</p> <p>Prepare for senior management financial reports relating to the employee's area of responsibility.</p>	<p>Provide financial, policy, or planning advice which may include providing reports, statistical surveys and advice on regulations and procedures.</p> <p>Monitor expenditure against a budget at a school level, draft financial forecasts / budgets at organizational level and/or prepare complex financial reports.</p> <p>Administer programs with a range of tasks such as advice on financial implications, interpretation of information, assistance and advice concerning complex issues.</p> <p>Prepare correspondence which is complex, original and which initiates or responds to new cases or situations.</p>	<p>Provide written reports to the school executive on complex matters, suggesting alternative courses of action and analysing the implications of each alternative.</p> <p>Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of staff or clients.</p> <p>Be substantively involved in the construction of annual and forward planning school budgets</p> <p>Manage the operations of a discrete organizational area, program or administrative function.</p>



<p>Monitor and maintain stock levels of stationery/materials for office/department within established parameters including reordering.</p> <p>Within well-established routines, sort, prepare and record documents (e.g. invoices, cheques, correspondence) on a daily basis; file such documents in the appropriate system.</p> <p>Within well-established routines, receive and distribute incoming mail collect outgoing mail, maintain mail registers and records and collate and dispatch documents for bulk handling.</p> <p>Perform, within well-established routines, tasks associated with the mass production of printed material including collating, stapling, binding, folding, cutting, etc.</p>	<p>Assist in the preparation of internal and external publications.</p> <p>Assist in the enrolment function including handling initial enquiries and arranging interviews.</p> <p>Under supervision, prepare Government and Statutory Authority returns for authorization by senior management.</p> <p>Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets.</p> <p>Under direction and within routines, methods and procedures: draft agenda for meetings; assemble supporting documents for informal meetings; take and produce minutes.</p> <p>Draft and type routine correspondence from brief oral or written instructions. Respond to requests for information including drafting routine correspondence in reply.</p>		<p>Apply knowledge of relevant industrial instruments and occupational health and safety requirements. Provide general advice to staff in these areas.</p> <p>Original writing of promotional and advertising material.</p> <p>Coordination of, and participation in, marketing activities.</p> <p>Design of promotional and marketing plans.</p> <p>Responsibility for liaison with media.</p>	<p>Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary.</p> <p>Direct and support employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>Advise and assist in the preparation of the school budget.</p> <p>Provide executive support to Principals and senior management.</p> <p>Provide advice or make recommendations requiring detailed knowledge of policies, and/or the interpretation of rules or regulations within established guidelines, relating to a major function of the organizational work areas.</p> <p>Supervise staff including participation in induction, training, review, counselling and appraisal and providing feedback on performance.</p>	<p>Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organizational area, formulate policies and provide specialist advice on policy formulation to senior management.</p> <p>Undertake high level research, review or investigations including the preparation of reports and associated papers to provide advice to the school on the operational and/or future directions of the employee's section and to contribute to the development of that section in the educational context of the school.</p> <p>Prepare papers, investigate and present information with recommendations for decision by senior officers.</p>
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	<p>Maintain established central filing / records systems in accordance with routines, methods and procedures. This would include: creating and indexing new files, retrieving records; distributing files within the school as requested, monitoring file locations and identifying and processing inactive and closed files.</p> <p>Maintain a store through such duties as participation in ordering and issue of expendable stores, recording of stock levels, maintaining records of equipment distribution, delivery dockets, invoices and payment vouchers and responsibility for keys.</p> <p>Make and record appointments on behalf of another and, where necessary, resolve involved appointment scheduling problems.</p> <p>Make travel and accommodation bookings in line with a given itinerary.</p> <p>Within routines, methods and procedures carry out liaison between the school, the student and the student's family where some discretion and judgement are involved.</p>			<p>Develop systems and procedures for implementation in accordance with school policy.</p> <p>Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of staff or clients.</p> <p>Original writing of promotional and advertising material requiring significant discretion and judgement concerning content and design.</p> <p>Management of, and participation in, marketing activities.</p> <p>Design of promotional and marketing plans requiring initiative in the application of professional practices.</p> <p>Responsibility for representing the school in the media.</p>	
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## Information Services and Resource Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Process basic transactions such as issues and returns, produce overdue lists, entry of orders in a computerised system, perform stock takes, entering of accession information into computer.</p> <p>Operate and demonstrate the use of audio-visual equipment where there is limited complexity.</p> <p>Maintain a booking system for equipment use and for the organisation of repairs and replacement of equipment.</p> <p>Within well-established routines, methods and procedures, record audio/video programs and maintain a catalogue system of such recordings.</p> <p>Perform a range of general duties at a basic level, for example, minor book repairs, photocopying and shelving.</p> <p>Receive and deal with initial requests for information from library clients.</p> <p>Under the direct supervision of an academic staff member(s), assist in the demonstration of routine library operations and procedures.</p> <p>Under the direct supervision of an academic staff</p>	<p>Search and verify bibliographical data where some discretion and judgement are involved.</p> <p>Copy catalogue books, magazines, journals and recorded material where some discretion and judgement are involved.</p> <p>Maintain circulation systems where some discretion and judgement are involved.</p> <p>Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures.</p> <p>Assist in the demonstration of complex audio visual or computer equipment under supervision of academic staff member(s) where some discretion and judgement are involved.</p>	<p>Responsibility for and/or training of subordinate staff in limited areas may be required</p> <p>Within a variety of routines and procedures and with a depth of knowledge in some areas: demonstrate to staff and students the use of complex audio visual or computer equipment; or monitor performance of and carry out repairs to specialised equipment.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: independent and original cataloguing and classification following precedents and standards; monitoring the performance of, and carrying out repairs to, specialised equipment; and developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member(s).</p>	<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree.</p> <p>Operate (at a level consistent with the qualifications required) a library/resource centre. This may (or may not) include responsibility for the supervision, monitoring and training of staff in lower level positions.</p> <p>Administer the allocation and monitoring of resources in the library/resource centre.</p> <p>Support employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>Provide professional advice to staff and students in the officer's area of expertise.</p> <p>Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary.</p>	<p>7.4.1 Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree and post graduate qualifications and/or other professional development and/or industry experience.</p> <p>7.4.2 Responsibility for the operation of a library/resource centre which provides complex and varied services. This may (or may not) include responsibility for the supervision, monitoring and training of professional staff and staff in lower level positions.</p> <p>7.4.3 Manage the allocation and monitoring of resources in the library/resource centre.</p> <p>7.4.4 Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>7.4.5 Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organizational area, formulate policies and</p>

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>member(s), assist in the supervision of students in the library.</p> <p>Under direct supervision of a higher level officer or members of the academic staff prepare and clear away materials for display/use in classrooms or libraries.)</p>					<p>provide specialist advice on policy formulation to senior management.</p>

### Computer/ICT Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Use keyboard skills to produce a document from written text using a standard format.</p> <p>Operate within well-established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc.</p>	<p>Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets.</p>	<p>Within a variety of routines, methods and procedures, maintain the hardware and software components of a computer network and provide user support.</p> <p>Responsibility for and/or training of subordinate staff in limited areas may be required.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: Assisting with systems analysis and design in relation to the development and maintenance of computer</p>	<p>Operate and be responsible for the computing section of the school and all its operations.</p> <p>Perform non-routine professional tasks governed by procedures or guidelines. Within such constraints the employee is responsible for the independent performance of such functions.</p> <p>Provide financial, policy and planning advice and investigate, interpret or</p>	<p>Operate and be responsible for the computing section which provides complex and varied services to the school community including being responsible for the supervision, monitoring and development of other staff reporting to the position.</p> <p>Research and examine likely long-term requirements for computer systems, suggest alternative plans and strategies and report on their feasibility.</p>

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
			<p>systems; and assisting with application programming (e.g. modification of package systems; and investigation of malfunctions in operational programs).</p>	<p>evaluate information for the guidance of staff or management in the computing area.</p> <p>Be responsible for the development of software, hardware or applications systems based on the use of current computer techniques.</p> <p>Be responsible for the development of computer systems, and recommend changes and improvements in systems where appropriate.</p> <p>Undertake maintenance programming tasks, including investigation and design requirements necessary to implement changes to existing systems.</p> <p>Provide advice to the senior executive of the school on the operations/future directions of the section by utilising acquired knowledge and experience.</p> <p>Carry out a range of tasks necessary to support and develop systems software or other support processes</p>	<p>Consult with departmental computer users to understand and meet the needs of the department and resolve problems concerning systems.</p> <p>Investigate and design the implementation of computer systems to meet specific needs of work areas.</p> <p>Carry out a range of complex and varied tasks requiring the selection and application of new and existing techniques and methodologies necessary to support and develop systems software or other support processes.</p> <p>Develop and present appropriate computer training courses.</p>

## **SCHEDULE 9 CLASSIFICATION OF SCHOOL OFFICERS – NEW STRUCTURE**

### **S9.1 Classification Coverage**

S9.1.1 The classification system covers School Officers employed in a school who provide the following services:

- (a) Classroom Support – Principal duties to provide support to teachers and students in a primary or secondary classroom, individual students or groups of students.
- (b) Administration – Principal duties are in the functional areas of a school’s business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources, and information/record management and property/facilities management.
- (c) Curriculum/Resources – Principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a student technology centre.
- (d) Wellbeing Services – Principal duties are to support the health and wellbeing of students (and employees where appropriate), such as first aid, home/school liaison, youth worker and counsellors except those counsellors covered by the following clauses of this Agreement:
  - (i) clause 6.2 (Guidance Counsellors – Teacher);
  - (ii) clause 6.4 (Guidance Counsellors – Without Teacher Qualifications);
  - (iii) clause 6.5 (Counsellors (without teacher qualifications)); and
  - (iv) clause 6.6 (Career Counsellor/Career Advisor (Teacher)).
- (e) Instructional Services – Principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of the teaching staff.

*Example: music tutor/instructor*

S9.1.2 The classification system does not apply to the following employees covered by the Agreement:

- (a) Teachers;
- (b) Counsellors covered by clauses 6.2, 6.4, 6.5 and 6.6 of this Agreement;
- (c) Nurses (Schedule 12);
- (d) Services Staff (Schedule 13);
- (e) Boarding Supervision Staff (Schedule 14); and
- (f) Children Services (Schedule 15).

### **S9.2 Classification System Objectives**

S9.2.1 The objectives of a classification system should be consistency, transparency, flexibility, and procedural uniformity which is reflective of contemporary positions and character of schools.

*Consistency*

S9.2.2 The classification system seeks to be consistent and equitable by:

- (a) grouping together duties of a similar work character within the same classification level;
- (b) having a credible and defensible method of establishing the work character of each position and the relativities between all work levels; and

- (c) a position evaluation approach based on nine classification factors across all work positions.

*Transparency*

- S9.2.3 The classification system is supported by clearly defined classification factors that support an open and transparent classification system.

*Flexibility*

- S9.2.4 The classification system supports flexibility by recognising that some positions in the employer are quite different from others.

*Uniformity*

- S9.2.5 The classification system supports a unified system by providing a common language to identify and describe the common elements of positions, enabling comparison of positions and position types.

**S9.3 Acknowledgement**

- S9.3.1 This classification system is based on the Australian Public Service Commission's classification system and related documentation with appropriate changes.

**S9.4 Classification System Overview**

*When is it needed?*

- S9.4.1 Making a classification decision on a position is needed when:

- (a) creating a new position; or
- (b) evaluating an existing position that has undergone a substantial change in the duties to be performed, complexity or responsibility of the role; or
- (c) confirming the appropriate classification of a position prior to commencing recruitment.

*What is needed?*

- S9.4.2 A detailed, factual and up to date understanding of the position being classified must be established and documented to enable a decision on the classification level, including an understanding of:

- (a) the inherent requirements of the position (ie. what needs to be done, rather than how it is to be done) and any mandatory licences, registrations or qualifications required;
- (b) the skill and knowledge requirements;
- (c) the responsibilities and accountabilities; and
- (d) any employer arrangements that affect the position.

- S9.4.3 Such an understanding would primarily be based on a detailed position description, but may also include, but not limited to, other reference material such as:

- (a) organisational charts;
- (b) questionnaires; and
- (c) records of interview with relevant people who understand and interact with the role (eg. the incumbent, managers)

*What is it based on?*

S9.4.4 The evaluation of a position using the classification system is based on the following nine (9) classification factors (detailed in clause S9.5.4 and Attachment 1 of this Schedule):

1. Knowledge Application
2. Accountability
3. Scope and Complexity
4. Guidance
5. Decision-making
6. Problem Solving
7. Contact and Relationships
8. Negotiation and Cooperation
9. Management Responsibility/Resource Accountability

*What Principles are involved?*

S9.4.5 The classification system is underpinned by a set of principles that assist in the understanding of the process.

- (a) *Jobs are classified, not people* - When making a classification decision, it is vital that the work character of a position is considered and not the capabilities or characteristics of the employee who will perform the position or the performance or capabilities of the employee currently performing the role.
- (b) *Classification and remuneration are different* - Remuneration does not influence a classification decision. Classification is based on an appropriate work character assessment of the position and not on the remuneration arrangements that may be needed to attract and/or retain appropriately skilled or qualified people.
- (c) *Work character and work volume are different* - Work volume does not influence the assessment of the character of the work. The appropriate classification of a position should be determined based on the complexity and responsibility of tasks involved, not the number of tasks or how busy the position is. Work volume may influence the number of employees needed to perform the duties.
- (d) *Position titles do not dictate classification levels* – Local job titles are labels that may be used by an employer to segment the workforce along functional or occupational lines (e.g. Finance Officer). However, this does not mean all Finance Officer titled roles have the same classification. Each role must be considered separately.
- (e) *Specialist and Management roles are accommodated* - The classification system is able to attribute work character to positions which require a high level of expertise, which may not undertake a management position. The supervision and management of employees is only one component of work character.

*Level 1*

S9.4.6 An employee appointed to a position which is assessed as being a classification Level 1 will participate in, and the employer will provide, a structured training plan.



### *Qualifications*

- S9.4.7 The classification system does not specify that:
- (a) a qualification (eg. a degree) is required for a position to be classified at a particular classification level; or
  - (b) an employee must have a particular qualification to be appointed to a position at a particular classification level.
- S9.4.8 However, the classification system does inherently require (for some work value descriptors to apply to a position), the level of knowledge and skills equivalent to that typically obtained through formal qualifications (such as a degree), but such knowledge and skills may otherwise be obtained through experience and/or other training.
- S9.4.9 Furthermore, the classification system does not restrict an employer from including a qualification requirement in a position description or when advertising a position for recruitment.

## **S9.5 Positions Evaluation and Recording**

### *Position Evaluation*

- S9.5.1 Position evaluation is the way the work character of new and existing positions is assessed in a structured way using the classification system.
- S9.5.2 Position evaluation is the method of determining the relative work character of a position through assessing the nature, impact and accountabilities of the position.
- S9.5.3 Position evaluation is a two part process:
- (a) evidence is gathered to understand the position (subclause 2 – *What is needed?*); and
  - (b) the position is assessed and measured against the classification factors.

### *Evaluating a Position – Classification Factors*

- S9.5.4 The classification of a position requires consideration of nine (9) classification factors:
1. **Knowledge Application:** This factor measures the type and level of knowledge (breadth and depth) that is required and applied to perform the responsibilities of the position. This includes management and environmental knowledge but may also include scientific, professional and/or technical knowledge which has been acquired through both formal learning and work experience.
  2. **Accountability:** This factor identifies how accountable the position is in the achievement of results. It includes the type and level of actions taken by the position and the level of input to meeting own or team/group outcomes.
  3. **Scope and Complexity:** This factor covers the type, variety and intricacy of tasks, process or methods in the work performed. It considers the extent and diversity of the activities which must be performed and/or coordinated by the position. It also considers the need to know about activities and requirements across functions within and/or outside the employer.
  4. **Guidance:** This factor relates to the scope of independent action or autonomy used in the position. It takes into account the level and degree of direction and guidance provided by policy, precedents, and regulations and the requirement to follow clearly defined procedures or being allowed to operate within broad parameters.
  5. **Decision Making:** This factor relates to the extent to which a position makes decisions on the basis of clear, established guidelines and objectives. This factor also concerns the

authority that the position has to make decisions/determinations that affect outcomes (what decisions are the sole responsibility of the position), what advice/recommendations are given to others to support their decision making and the impact the action taken by a position will have, how far reaching the impact is and the duration of the impact (short or long term).

6. **Problem Solving:** This factor measures the requirements for a position to solve the problems and issues. It includes initiative and original thought. It takes into account requirements for analysis to diagnose a problem and understand complex situations or issues and the judgement necessary to formulate solutions and recommend or decide on the best course of action.
7. **Contacts and Relationship:** This factor covers the contacts and relationships that are typically required in order to carry out the responsibilities of the position. It measures the requirement for a position to communicate, establish and maintain relationships.
8. **Negotiation and Cooperation:** This factor measures the requirement for a position to effectively use persuasion, negotiation, explanation, tact and discretion in order to achieve the desired outcome of interactions with stakeholders/others.
9. **Management Responsibility/Resource Accountability:** This factor measures the responsibility of a position for coordinating, supervising and managing others in work activities as well as the resources (including property, IT, and finances) for which the position is directly accountable and required to manage and control. The emphasis is on the type of responsibility, rather than the precise numbers of those supervised or managed.

S9.5.5 The above classification factors (including relevant work value descriptors for each) are outlined in **ATTACHMENT 1**.

#### *Record of Evaluation*

S9.5.6 The use of the Evaluation Record is encouraged and is outlined in **ATTACHMENT 2** (also separately available in Excel spreadsheet format).

S9.5.7 The Evaluation Record is intended to:

- (a) support the consistent application of the classification system; and
- (b) assist employers to evaluate positions and determine the appropriate classification level.

#### *Assigning a Score to a Classification Factor*

S9.5.8 Evidence about the position is analysed against the classification factors.

S9.5.9 Each classification factor is assigned a score for the position (based on the appropriate work value descriptor of each classification factor) and the combined score for all nine (9) classification factors indicates the appropriate classification for the position.

S9.5.10 To determine the work value descriptor for each classification factor the assessor should:

- (a) compare descriptors corresponding to lower and higher levels to determine the most appropriate one - *the selected descriptor may be a higher or lower level for various classification factors;*
- (b) ensure that the position meets the full intent of a descriptor - *if the position exceeds a particular descriptor, but fails to meet the full intent of the next higher descriptor, then the lower descriptor should be selected;*

- (c) consider the frequency of the performance of the classification factors which may occur at a higher and a lower level - *the level of the selected descriptor should not be determined by infrequent occurrences*; and
- (d) ensure that the value of a classification factor of the position should not be overstated - *the value of the same descriptor should not be attributed to more than one classification factor, eg. staff supervision should only be attributed to the "Management/Resource" factor; it should not be attributed to the "Contacts and Relationships" factor as well.*

S9.5.11 Positions may score anywhere within the range for a classification, reflecting the broad range of work character within each classification level. It is unlikely that all positions within an employer would consistently score at the high end or low end of each classification.

*Score and Classification Level*

S9.5.12 A total score will be tallied in regard to the evaluation of the position, which will then be allocated to a classification level as outlined in the following table.

Score	Classification Level
18 – 27	Level 1
28 – 45	Level 2
46 – 63	Level 3
64 – 81	Level 4
82 – 99	Level 5
100 – 117	Level 6
118 – 135	Level 7

*Borderline Scores*

S9.5.13 Some positions will score within the range for a proposed classification level while others may score on the 'borderline', namely:

- (e) the total score is just below the maximum (eg. 62 or 63 for Level 3); or
- (f) just above the minimum score (eg. 64 or 65 of Level 4) for a particular classification.

S9.5.14 If a position scores just above the minimum score, then it is necessary to revisit the evaluation to ensure that all the relevant information has been gathered and considered and it may be necessary to undertake a further evaluation of the position.

S9.5.15 If the position continues to be on the minimum score for a particular level, then consideration needs to be given to position redesign.

S9.5.16 Further, if the position continues to be at the top of the scoring range, then the same principle applies and:

- (a) a position analysis should look broadly at the position; and
- (b) the position could be redesigned to spread across a few positions,

which may be the better outcome for the employer as a means of balancing classification and a more efficient use of resources.

*Flow Chart*

S9.5.17 A flow chart of the process of evaluating the is outlined at **ATTACHMENT 3**.

**S9.6 Wage Relativities**

Level	Step	Relativity
<b>1</b>	1	88
	2	90
	3	92
	4	94
<b>2</b>	1	96
	2	99
	3	100
<b>3</b>	1	105
	2	107
	3	109
	4	110
<b>4</b>	1	112
	2	115
	3	118
<b>5</b>	1	122
	2	125
	3	128
<b>6</b>	1	132
	2	139
	3	146
	4	154
	5	161
<b>7</b>	1	163
	2	166
	3	169
	4	172
	5	175

**Attachment 1 – Classification Factors**

**CLASSIFICATION FACTORS**

Classification Factor 1 - <b>Knowledge Application</b> (Work Value Descriptors below)	<b>Points</b>
<ul style="list-style-type: none"> <li>• Knowledge of a limited number of basic, routine or repetitive tasks and the operation of associated basic tools, equipment and materials.</li> <li>• Knowledge applied to established practice, procedures, processes and routines.</li> </ul>	2
<ul style="list-style-type: none"> <li>• Knowledge of a range of routine work procedures and tasks and the operation of associated tools, equipment and materials.</li> <li>• Knowledge applied to readily understood rules, procedures and techniques.</li> <li>• A basic understanding of relevant statutory, regulatory and policy frameworks.</li> </ul>	4
<ul style="list-style-type: none"> <li>• Knowledge of a range of work practices and procedures with an element of complexity and the operation of associated equipment, tools and materials.</li> <li>• Basic knowledge of theoretical or practical tasks that are applied to one function or area of activity.</li> <li>• An understanding of relevant statutory, regulatory and policy frameworks.</li> </ul>	6
<ul style="list-style-type: none"> <li>• Practical and procedural knowledge across a technical or specialist area.</li> <li>• Organisational, procedural or policy knowledge.</li> <li>• Sound understanding of relevant statutory, regulatory and policy frameworks in order to draw conclusions, interpret and apply guidance material and resolve recurring problems.</li> </ul>	8
<ul style="list-style-type: none"> <li>• Expertise within an area or discipline using theoretical knowledge or relevant practical experience.</li> <li>• A substantial knowledge and understanding of related principles, techniques and practices.</li> <li>• Well-developed understanding of relevant statutory, regulatory and policy frameworks applied to a variety of interrelated activities and solutions to a range of problems.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Professional, technical or management knowledge in a specialised area across a range of activities.</li> <li>• A thorough understanding of related principles, concepts, methods and practices.</li> <li>• In-depth knowledge of relevant statutory, regulatory and policy frameworks in order to provide objective advice and resolve problems of a specialised or complex nature.</li> </ul>	12
<ul style="list-style-type: none"> <li>• Highly developed specialist, professional, technical and/or management knowledge across a broad range of activities.</li> <li>• A corresponding understanding of related principles, concepts and practices.</li> <li>• Extensive knowledge of statutory, regulatory and policy frameworks relevant to a field of work, discipline or functional area in order to provide comprehensive and authoritative advice on specialist and very complex issues.</li> <li>• Acknowledged as an authority in a field of work or specialised discipline.</li> </ul>	14
<ul style="list-style-type: none"> <li>• Advanced specialist, professional and/or management knowledge and corresponding understanding of related principles, theories, concepts and practices.</li> <li>• Extensive and detailed knowledge of statutory, regulatory and policy frameworks relevant to the area of responsibility and the application of this knowledge to situations involving a high level of complexity and sensitivity, which require considerable interpretation and analysis.</li> <li>• Act as a leading professional/technical advisor in an organisational area of expertise.</li> </ul>	16

Classification Factor <b>2 - Accountability</b> (Work Value Descriptors below)	Points
<ul style="list-style-type: none"> <li>• Accountable for the setting of own priorities on a day-to-day basis, for completion of allocated tasks within required timeframes and compliance with set procedures.</li> <li>• Responsible for the basic administration of the work area and identifying and managing risks that affect day-to-day tasks.</li> </ul>	2
<ul style="list-style-type: none"> <li>• Accountable for the setting of own priorities on a day-to-day and weekly basis, managing competing priorities, the achievement of personal results within required timeframes and compliance with set procedures.</li> <li>• Responsible for providing advice to other employees on procedural and less technical issues related to the immediate work area and identifying and managing risks that affect day-to-day tasks.</li> </ul>	4
<ul style="list-style-type: none"> <li>• Accountable for planning own work goals and priorities that align with and achieve own and team/group outcomes.</li> <li>• Responsible for the accuracy and timeliness of advice provided in relation to an area of responsibility and awareness of the impact of emerging issues on activities.</li> <li>• Accountable for the achievement of own results which contribute to team/group goals.</li> </ul>	6
<ul style="list-style-type: none"> <li>• Accountable for setting priorities for the work area, monitoring workflow and reviewing work of other employees.</li> <li>• Responsible for managing competing requests, demands and priorities.</li> <li>• Responsible for planning for the achievement of personal and/or team/group results.</li> <li>• Accountable for monitoring emerging issues to identify impact on tasks and identifying and mitigating risks that will impact on own and/or team/group work outcomes.</li> </ul>	8
<ul style="list-style-type: none"> <li>• Accountable for developing plans and objectives for short-term tasks.</li> <li>• Responsible for coordinating competing requests and demands, setting priorities and managing the workflow for immediate work area.</li> <li>• Responsible for providing professional and policy advice within an area of specialisation or providing technical expertise that contributes to work area outcomes.</li> <li>• Accountable for maintaining appropriate risk management programs.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Accountable for developing plans and objectives for short-term tasks and contributing to strategic planning for longer-term initiatives.</li> <li>• Responsible for providing expertise and technical knowledge across a range of programs or activities, providing accurate and specialised advice and ensuring knowledge of and compliance with relevant legislation and/or policy frameworks.</li> <li>• Responsible for setting priorities and ensuring quality of outcomes for the work area.</li> <li>• Responsible for contributing to improvement strategies and to change in workplace practices.</li> <li>• Accountable for monitoring related emerging issues, identifying impact and conducting risk management activities within sphere of responsibility.</li> </ul>	12
<ul style="list-style-type: none"> <li>• Accountable for determining the strategic direction for work and aligning longer-term planning with goals and objectives.</li> <li>• Responsible for providing expertise across a broad range of activities potentially relating to work of different program areas and ensuring an in-depth knowledge of and compliance with relevant legislation and/or policy frameworks.</li> <li>• Responsible for the achievement of own and/or team/group outcomes and monitoring team/group progress and following through to deliver identified outcomes.</li> <li>• Accountable for monitoring emerging issues in a field and for identifying impact on employer priorities as well as engaging with risk and undertaking risk management activities for area of responsibility.</li> </ul>	14

Classification Factor <b>2 - Accountability</b> (Work Value Descriptors below)	<b>Points</b>
<ul style="list-style-type: none"> <li>• Accountable for the strategic direction of the work area, its planning processes including developing plans, performance standards and implementing strategies for the work that will ensure the attainment of the critical results expected.</li> <li>• Responsible for providing a strategic level of expertise, providing professional and technical or policy advice to produce effective operations, timely and comprehensive results and adherence to required standards.</li> <li>• Accountable for setting the strategic direction, anticipating and establishing priorities, monitoring progress and working to deliver organisational functions or a program within an area of responsibility.</li> <li>• Responsible for providing leadership in implementing and promoting change and continuous improvement in addition to identifying, evaluating and managing risk in the delivery of outcomes.</li> <li>• Responsible for maintaining awareness of current developments in the field of work, anticipating their impact on the work area and responding appropriately to mitigate risk.</li> </ul>	<p>16</p>

Classification Factor <b>3 - Scope and Complexity</b> – (Work Value Descriptors below)	Points
<ul style="list-style-type: none"> <li>• Work is routine and basic.</li> <li>• Tasks are clearly defined, discrete and directly related.</li> <li>• Actions or responses to be made are readily discernible and quickly learnt.</li> <li>• There is minimal or no choice in deciding what is to be done.</li> </ul>	2
<ul style="list-style-type: none"> <li>• Work is straightforward in which tasks involve related steps, processes or methods.</li> <li>• Actions or responses address familiar circumstances and involve choices between easily recognisable alternatives.</li> <li>• Issues requiring resolution are normally minor in nature and either have clear choices between options or are referred to more senior employees.</li> </ul>	4
<ul style="list-style-type: none"> <li>• Work is straightforward and relates to a broad range of tasks.</li> <li>• Problems faced may have some complexity yet are broadly similar to past problems.</li> <li>• Solutions generally can be found in documented precedents, or in organisational guidelines, procedures and/or instructions, though these may require some interpretation and application of judgement.</li> </ul>	6
<ul style="list-style-type: none"> <li>• Work is moderately complex, relates to a limited range of activities and work requires the application of well-established principles, practices and procedures in combination.</li> <li>• Actions or responses made can generally be related to past experience.</li> <li>• There may be occasions where unfamiliar circumstances may require some judgement or technical assistance sought.</li> </ul>	8
<ul style="list-style-type: none"> <li>• Work is moderately complex to complex in nature and relates to a range of activities.</li> <li>• What needs to be done involves using available information however options are not always evident.</li> <li>• Interpretation, analysis and some judgement are required to select an appropriate course of action.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Work is complex and involves various activities involving different, unrelated, but established processes/methods.</li> <li>• Circumstances or data must be analysed to identify inter-relationships.</li> <li>• What needs to be done depends on analysis of the issues and the selection of an appropriate course of action from a number of options and requires sound judgement.</li> </ul>	12
<ul style="list-style-type: none"> <li>• Work is very complex and includes varied activities involving many different and unrelated processes/ methods.</li> <li>• Work deals with unfamiliar circumstances, variations in approach and/or sudden changes.</li> <li>• Tasks are a narrow range of related activities performed to considerable depth, within established principles, practices or procedures.</li> <li>• The work requires the bringing together of a range of elements and the determination of method of approach from a range of options and involves significant evaluative judgement.</li> <li>• Decisions about what needs to be done include interpretation of considerable and/or incomplete data.</li> </ul>	14
<ul style="list-style-type: none"> <li>• Work is highly complex and includes a broad range of activities of substantial depth involving significant detail.</li> <li>• Positions operate with reference to organisational objectives that are clear although specific guidelines, strategies or tactics are sometimes ill-defined or incomplete.</li> <li>• Work requires establishing or developing new information or techniques.</li> <li>• Work regularly addresses major areas of uncertainty and demands critical choices between options.</li> </ul>	16



Work Classification Factor <b>4 - Guidance</b> – (Work Value Descriptors below)	Points
<ul style="list-style-type: none"> <li>• Generally, works with close supervision and within well established procedures and practices.</li> <li>• Work involves following instructions which define the tasks in detail and results to be achieved.</li> <li>• Minimal personal initiative is required as methods and objectives are closely defined within set procedures and instructions.</li> <li>• Work quality and content is subject to regular review.</li> </ul>	2
<ul style="list-style-type: none"> <li>• Works with routine supervision and within established procedures and practices.</li> <li>• Work involves working from instructions but making minor decisions involving the use of initiative in the application of systems, and procedures.</li> <li>• Work is clearly defined at the outset and work is reviewed at intervals and on completion.</li> </ul>	4
<ul style="list-style-type: none"> <li>• Works under general supervision, within established procedures and practices.</li> <li>• Objectives, priorities and deadlines are defined with some autonomy about how work is performed.</li> <li>• The work may involve working independently on specific tasks with issues that do not have clear precedents resolved under appropriate guidance.</li> <li>• Work quality and content is subject to monitoring to ensure that satisfactory progress is being made against stated objectives.</li> </ul>	6
<ul style="list-style-type: none"> <li>• Works under general supervision and works within established procedures and guidance.</li> <li>• Objectives, priorities and deadlines are defined with some scope in selecting the most appropriate method to complete tasks and how precedents, procedures and guidelines are interpreted and applied.</li> <li>• The work may involve working independently to manage specific tasks, processes or activities against stated objectives with supervision generally limited to complex tasks or unfamiliar situations.</li> <li>• Completed work is evaluated for accuracy, appropriateness and compliance with policy requirements.</li> </ul>	8
<ul style="list-style-type: none"> <li>• Works under limited supervision to progress a series of activities within recognised guidelines.</li> <li>• There is a clear statement of overall objectives and in consultation with supervisor decides on tasks and activities to be undertaken and required deadlines.</li> <li>• Work follows well defined and detailed policies, technical or professional guidelines and accepted practice to achieve specific outcomes. There is some discretion to vary or tailor these.</li> <li>• Some judgement is required to resolve workplace issues with supervision provided for complex or difficult issues.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Works under limited direction and is guided by policies, accepted standards and precedents/organisational practice.</li> <li>• The work involves using discretion and initiative over a broad area of activity with autonomy and accountability in interpreting policy and applying practices and procedures with some scope in modifying practices and procedures where necessary.</li> <li>• Expected results are less tightly defined and there is discretion about how they are best achieved.</li> <li>• Work produced requires little or no revision before finalisation.</li> </ul>	12
<ul style="list-style-type: none"> <li>• Operates under general direction and is guided by legislation, policies, procedures and precedents/organisational practice.</li> <li>• Interpretation is required to establish the way in which procedures and policies should be applied with the position operating with considerable independence.</li> </ul>	14

Work Classification Factor <b>4 - Guidance</b> – (Work Value Descriptors below)	<b>Points</b>
<ul style="list-style-type: none"> <li>• Generally, work is within parameters provided by broad objectives and standards-guideline/procedures, with substantial discretion on how objectives are achieved for specific areas of responsibility.</li> </ul>	
<ul style="list-style-type: none"> <li>• Operates under broad direction and influences the development of policy, procedures and guidelines.</li> <li>• The work requires a high level of independent control and is conducted based on broadly stated objectives.</li> <li>• There is a high level of autonomy with responsibility for setting priorities, developing work programs and determining how work is done.</li> <li>• Significant judgement is required to select a course of action to manage highly complex or sensitive issues consistent with established legislation, principles and guidelines.</li> </ul>	16

Work Classification Factor <b>5 - Decision Making</b> – (Work Value Descriptors below)	Points
<ul style="list-style-type: none"> <li>• Very few independent decisions are required, and they will relate to own work.</li> <li>• Decisions are based on defined outcomes, priorities and performance standards and generally have a minor impact on the work area.</li> <li>• Actions of the position do not impact significantly and are short term.</li> </ul>	2
<ul style="list-style-type: none"> <li>• Some decisions that may require discretion and judgement.</li> <li>• Decisions are of a procedural or administrative nature and have a low impact on the work area or specific function.</li> <li>• Actions of the position are limited to within the immediate work area and impact is short term.</li> </ul>	4
<ul style="list-style-type: none"> <li>• Administrative and operational decisions chosen from a range of established alternatives within defined parameters and following established procedures and protocols.</li> <li>• Decisions are likely to impact the work area or specific function. Information or incidental services are provided which are of use to other decision makers.</li> <li>• Actions of the position may impact operational efficiency or output, or service delivery for a work area in the short term.</li> </ul>	6
<ul style="list-style-type: none"> <li>• Decisions are within defined parameters and related to an area of responsibility.</li> <li>• Decisions are based on policy, procedures and working standards that provide only general guidelines and impact on the work area or specific function.</li> <li>• Information and advice are provided which may be taken into consideration by other decision makers.</li> <li>• Actions of the position impact operational efficiency or output, or service delivery for a work area over the medium to short term.</li> </ul>	8
<ul style="list-style-type: none"> <li>• Decisions concern a variety of matters, affect own work area and may affect another work area.</li> <li>• Decisions require evaluative judgement and may involve tailoring work methods, interpreting and adapting existing procedures and practices to achieve results.</li> <li>• Information and advice are provided, possibly suggesting a course of action, which is taken into consideration by other decision makers.</li> <li>• The position may have significant impact in regard to work area objectives and activities and may impact on other work areas in the short to medium term.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Decisions concern complex or escalated issues and have a medium to high impact on the work area; however, the impact on employer operations is usually limited.</li> <li>• Decisions are based on sound judgement, expertise and knowledge.</li> <li>• Decisions are governed by the application of regulations or operating instructions and procedures.</li> <li>• Information, advice and recommended actions are provided which has influence on the decision maker.</li> <li>• The actions of the position may have a significant impact with regard to objectives such as operations, output, quality and service which extend beyond the immediate work area. The position influences external relationships which are of importance to the work area and its reputation. Actions may have medium to long term effects.</li> </ul>	12
<ul style="list-style-type: none"> <li>• Decisions concern a broad variety of matters with a significant impact on own work area and may affect other parts of the organisation.</li> <li>• Decisions are based on professional judgement, evaluating risk and in the context of a complex and changing environment.</li> <li>• Full analysis and recommendations are provided which usually influences the decision maker.</li> <li>• The position is likely to have a high impact with regard to key objectives such as operations, output or quality which are an important part of the activities of the employer. The position influences and affects policy direction and/or implementation in a defined area of responsibility.</li> <li>• Decisions influence external relationships which are important to reputation and may have a medium to long term effect.</li> </ul>	14

Work Classification Factor <b>5 - Decision Making</b> – (Work Value Descriptors below)	<b>Points</b>
<ul style="list-style-type: none"> <li>• Decisions will be of major significance and may include the framing and shaping of policies, the setting of long term objectives or impact on the outcome of a program or major project.</li> <li>• Options and choices are diverse and multiple, and the outcomes of decisions will often be unclear.</li> <li>• Balanced decisions requiring use of professional judgement, evaluating ambiguous and incomplete information, factoring risks and being sensitive to the context.</li> <li>• Full information, analysis and authoritative recommendations are provided which is likely to be accepted by the decision maker.</li> <li>• Actions of the position may have significant impact on the day-to-day operations of the work area and other parts of the organisation, and/or a direct and significant impact on the outcome of a program or major project.</li> <li>• Significant medium to long term affects in terms of key strategic targets and major performance achievements with regard to a range of organisational objectives and results.</li> </ul>	<p>16</p>

Work Classification Factor <b>6 - Problem Solving</b> – (Work Value Descriptors below)	Points
<ul style="list-style-type: none"> <li>• Work activities are well defined and follow set procedures.</li> <li>• Problems that arise are highly similar and readily solved through direct application of procedures or referred to other people.</li> <li>• Work requires accurate adherence to established practices and procedures and there is typically little or no requirement for individual initiative and judgement.</li> </ul>	2
<ul style="list-style-type: none"> <li>• Work activities are defined by set procedures.</li> <li>• Problems are straightforward and solved by application of procedures or guidance or referred onto other people for resolution.</li> <li>• Judgements typically involve straightforward position related facts or situations.</li> </ul>	4
<ul style="list-style-type: none"> <li>• Work generally involves straightforward, well defined tasks.</li> <li>• Problems are similar and are generally solved by reference to clear procedures and past experience, or by referral to others.</li> <li>• Some initiative is required in completing still largely procedural tasks, for example in responding to varying circumstances.</li> <li>• Identifying and making minor changes to standard procedures and methods may be necessary.</li> </ul>	6
<ul style="list-style-type: none"> <li>• Work activities are undertaken within a general framework of recognised procedures and guidelines.</li> <li>• Problem solving may be undertaken with creativity applied to recognised procedures and guidelines.</li> <li>• Information is applied selectively, and alternatives are not always self-evident.</li> <li>• Analysis is typically required to make judgements involving facts or situations.</li> <li>• Lateral thinking is required to generate viable options and the implementation of solutions.</li> </ul>	8
<ul style="list-style-type: none"> <li>• Work predominately involves a wider variety of still similar, well defined tasks which may require researching and organising information and choosing from a limited range of solutions.</li> <li>• Creativity and innovation are essential to the position and need to be regularly exercised within general guidelines.</li> <li>• Unfamiliar issues and situations require personal action for example, in developing new or improved work methods or tackling situations in new ways.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Work involves complex issues and the range of solutions is more varied.</li> <li>• Problems arise relatively frequently and require detailed information gathering, analysis and investigation.</li> <li>• Different innovative techniques and methods are applied, or a range of imaginative solutions/responses developed.</li> <li>• Initiative and originality are required in developing and modifying existing approaches to tackle new issues and situations.</li> </ul>	12
<ul style="list-style-type: none"> <li>• Work involves very complex or sensitive issues.</li> <li>• Problems are often complicated and made up of several components which have to be analysed and assessed and which may contain conflicting information.</li> <li>• Problem solving requires establishing and testing options, making interpretations and judgements in the selection and analysis of the relevant information.</li> <li>• Creativity and originality (innovation) are required to develop approaches for applying new knowledge or policy changes.</li> </ul>	14

Work Classification Factor <b>6 - Problem Solving</b> – (Work Value Descriptors below)	Points
<ul style="list-style-type: none"><li>• Work involves highly complex and sensitive issues.</li><li>• Problem solving usually involves analysing and discriminating amongst a broadly defined and understood set of alternatives and/or the relating of precedent to new issues and risks that are usually localised.</li><li>• Problem solving requires significant levels of judgement, assessment and interpretation and may require an extensive understanding of the position and responsibilities and the context in which it operates.</li><li>• The position must identify and lead innovative solutions and use professional judgement to evaluate ambiguous or incomplete information.</li><li>• The position is also responsible for anticipating, identifying and assessing risks and, where a range of options are available, considering the implications of each.</li></ul>	16

Work Classification Factor <b>7 - Contacts and Relationships</b> – (Work Value Descriptors below)	Points
<ul style="list-style-type: none"> <li>• Provide a basic customer service in relation to a specific area of work.</li> <li>• Be responsive to requests and liaise with others on routine matters.</li> <li>• Provide and receive routine information based on clearly defined practices and procedures.</li> </ul>	2
<ul style="list-style-type: none"> <li>• Liaise with stakeholders*/others in relation to a specific area of work, deliver an effective customer service.</li> <li>• Respond to routine enquiries or straightforward matters.</li> <li>• Provide general information, advice and guidance based on established procedures.</li> </ul>	4
<ul style="list-style-type: none"> <li>• Liaise with stakeholders/others, deliver specific services and assist to resolve straightforward matters.</li> <li>• Apply standard procedures to meet requirements and offer assistance to solve problems.</li> <li>• Deliver an effective customer service and provide quality, accurate and consistent advice.</li> <li>• Represent the work area at internal meetings.</li> </ul>	6
<ul style="list-style-type: none"> <li>• Communicate with and provide information and advice to a range of stakeholders/others.</li> <li>• Liaise with stakeholders/others and assist to resolve moderately complex issues.</li> <li>• Provide quality advice to stakeholders/others and deliver a responsive service within area of expertise.</li> <li>• Represent the work area at internal and external meetings and conferences.</li> </ul>	8
<ul style="list-style-type: none"> <li>• Communicate with and provide advice and recommendations to a wide variety of customers and external stakeholders/others.</li> <li>• Liaise with stakeholders/others on moderately complex to complex policy, project or operational issues responding to stakeholders'/others needs and expectations.</li> <li>• Interpret and explain policies and procedures providing advice and assistance.</li> <li>• Represent the work area or organisation at meetings, conferences or seminars.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Manage relationships with others to achieve work area goals.</li> <li>• Liaise with a range of stakeholders/others in relation to difficult or sensitive issues.</li> <li>• Consult and advise internal and external stakeholders/others, anticipate and respond to their needs and expectations.</li> <li>• Represent the organisation by promoting its interest at community level and with external organisations and undertake a representation or presentation position on behalf of the immediate work area.</li> </ul>	12
<ul style="list-style-type: none"> <li>• Develop and manage relationships with stakeholders/others, engaging and collaborating to achieve outcomes and facilitate cooperation.</li> <li>• Present the organisation's position in the context of very complex or sensitive issues to key stakeholders/others within and outside the organisation.</li> <li>• Represent and explain the views of the organisation at meetings with external organisations and other forums.</li> </ul>	14
<ul style="list-style-type: none"> <li>• Initiate, establish and maintain strong relationships with a broad range of stakeholders/others, promoting organisational objectives and communicating the strategic vision.</li> <li>• Present the organisation's position in the context of highly complex or sensitive issues or contentious information with a range of audiences.</li> <li>• Provide a high level of responsiveness and resolve complex stakeholder issues.</li> <li>• Represent the organisation at cross-organisation, inter-jurisdictional, international and other forums.</li> <li>• Engage and manage stakeholders/others through change, resolving conflict and managing sensitivities.</li> </ul>	16

***\*Stakeholders may refer to parents, other staff (teachers, school officers, leaders), or members of the community, as appropriate to the position.***

Work Classification Factor <b>8 - Negotiation and Cooperation</b> (Work Value Descriptors below)	Points
<ul style="list-style-type: none"> <li>• There is no requirement to negotiate as the position largely relates to the exchange of information on basic and well-established matters.</li> <li>• Information is not contentious and therefore does not involve debate or require interpretation or persuasion.</li> </ul>	2
<ul style="list-style-type: none"> <li>• There is no requirement to negotiate as the position is largely related to the exchange of information on straightforward matters.</li> <li>• Information is generally not contentious and therefore does not involve debate but may require an element of interpretation or persuasion.</li> </ul>	4
<ul style="list-style-type: none"> <li>• Contact with stakeholders*/others is generally in terms of advice and support rather than simply providing information.</li> <li>• Issues are generally not contentious but require establishing how needs can be met.</li> <li>• A level of tact, diplomacy or persuasion is necessary.</li> </ul>	6
<ul style="list-style-type: none"> <li>• Contact with stakeholders/others is in terms of comprehensive advice, support and resolution of issues.</li> <li>• A level of tact, discretion or persuasion is necessary.</li> </ul>	8
<ul style="list-style-type: none"> <li>• Some matters are likely to be contentious or complex issues that have scope for alternative interpretation requiring tact, persuasion and sensitivity within the application of guidelines.</li> <li>• May engage in some degree of negotiations under limited direction.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Deals with complex and contentious matters requiring persuasion and sensitivity.</li> <li>• Required to communicate and negotiate with stakeholders/others under limited direction, to minimise oppositions and maximise acceptance and cooperation.</li> </ul>	12
<ul style="list-style-type: none"> <li>• Regularly deals with a range of complex and contentious matters.</li> <li>• Requires a consistently high degree of persuasion and advocacy.</li> <li>• On behalf of the organisation the position is required to achieve cooperation with stakeholders/others or other interested groups.</li> <li>• Negotiates and resolves tensions and difficulties.</li> </ul>	14
<ul style="list-style-type: none"> <li>• Negotiates highly complex issues or represents the organisation in the context of contentious and high profile issues.</li> <li>• Persuasion, negotiation and influencing required to develop positions and/or strategies and gain cooperation on strategic issues.</li> <li>• Represents and negotiates on behalf of the organisation to advance the organisation's interests in defined circumstances.</li> <li>• Brokers agreements between conflicting agendas whilst maintaining key relationships.</li> <li>• Negotiates and persuades in order to convince others to adopt policies or courses of action they might not otherwise wish to take.</li> <li>• Responsibility to act on behalf of and commit the organisation to a course of action.</li> </ul>	16

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Work Classification Factor <b>9 - Management Responsibility / Resource Accountability</b> (Work Value Descriptors below)	Points
<ul style="list-style-type: none"> <li>• No supervisory responsibility and is generally responsible for own work.</li> <li>• Accountable for effective use of own resources.</li> </ul>	2
<ul style="list-style-type: none"> <li>• Little or no supervisory responsibility.</li> <li>• May assist with work familiarisation, initial training and support to new or less experienced colleagues.</li> <li>• Prepares routine financial and resource information.</li> <li>• Uses equipment with reference to established procedures and practices.</li> </ul>	4
<ul style="list-style-type: none"> <li>• Some limited supervisory responsibility or coordination of others' work.</li> <li>• Assists in the training of new or less experienced colleagues.</li> <li>• Provides advice and guidance on procedural matters.</li> <li>• Responsible for organising task allocation and checking quality of work.</li> <li>• Some direct responsibility for resources. Provides a direct service in the administration of resources which may include verifying and reconciling payments and invoices in accordance with established guidelines and procedures</li> </ul>	6
<ul style="list-style-type: none"> <li>• Supervise employees in day-to-day work activities or coordinate a small team/group performing straightforward work.</li> <li>• Provides on-the-job training, develops staff and sets goals and priorities.</li> <li>• Responsible for reviewing, checking or certifying the work of employees and monitoring work practices.</li> <li>• Provides feedback, support, advice and guidance to less experienced colleagues when required.</li> <li>• Accountable for monitoring resources, compiling information and reporting for a specific project/program.</li> <li>• With reference to appropriate guidelines, procedures and precedents activities may include preparing/assessing/awarding payments for administered programs or facilitating and ensuring correct payments are made by customers.</li> </ul>	8
<ul style="list-style-type: none"> <li>• Supervise employees carrying out tasks in one identified area of work or for a specified project or activity.</li> <li>• Responsible for coordinating and facilitating team/group performance and for setting, monitoring and achieving specific outcomes.</li> <li>• Sets the direction of work priorities and practices, monitors workflow, and plays a position in coaching, guiding and developing employees.</li> <li>• Involves identifying training needs, monitoring and providing feedback on performance and facilitating cooperation among team/group members.</li> <li>• Responsible for assisting in the management of resources for a program or defined area of responsibility.</li> <li>• Although guidelines apply, some discretion and judgement is exercised. Resources may be drawn on or managed by others.</li> </ul>	10

Work Classification Factor <b>9 - Management Responsibility / Resource Accountability</b> (Work Value Descriptors below)	Points
<ul style="list-style-type: none"> <li>• Supervise a group performing related positions.</li> <li>• Coordinate a team/group working on a specific project or supply professional/technical oversight for specialist activities.</li> <li>• Coordinate and facilitate team/group performance against specific objectives/outcomes.</li> <li>• Responsible for implementing work plans, setting tasks and priorities and managing workflow.</li> <li>• Reviews performance and provides performance assessment, feedback and development and assists in guiding, coaching, mentoring and developing employees.</li> <li>• Involves encouraging and gaining cooperation among team/group members.</li> <li>• Accountable for managing resources within a defined area of responsibility. The position is responsible for implementing and monitoring resource controls and managing reporting and analysis activities.</li> </ul>	12
<ul style="list-style-type: none"> <li>• Manage a team/group carrying out diverse tasks in the same general type of work or a larger team/group where skills are similar, and tasks are related.</li> <li>• Responsible for building capability in a team/group environment through coaching others, providing performance feedback and encouraging career development.</li> <li>• Develops and implements work plans, sets work area priorities and evaluates activities and working methods.</li> <li>• Involves the motivation of team/group members, building cooperation and improving team/group performance.</li> <li>• Accountable for managing a resource base and use of defined resources for a single area or a discrete project.</li> <li>• Required to plan and manage allocated resources, develop appropriate controls, monitor achievement against plans and adjust plans to meet changing demands.</li> </ul>	14
<ul style="list-style-type: none"> <li>• Management of a group(s) of employees carrying out work across a range of different functions</li> <li>• Responsible for providing direction to staff and developing staff capabilities to ensure optimum group performance and productivity.</li> <li>• Involves the overall responsibility for the organisation, allocation and re-allocation, as appropriate, of areas of work and the evaluation of activities and working methods.</li> <li>• Required to bring a broader perspective to the group, encouraging the group to focus on different (innovative) ways of meeting business objectives, building cooperation, promoting unity and a common direction.</li> <li>• Accountable for managing a significant resource base and the deployment of resources within a business area or major project. The allocated resources cover a range of functions/activities with a high degree of discretion on how these are managed.</li> <li>• Responsible for negotiating and allocating resources between competing priorities, forecasting resource requirements, creating plans, establishing appropriate progress reviews and performance measures.</li> </ul>	16

**Attachment 2 – Evaluation Record**

**EVALUATION RECORD**

**Position details**

Position title:	Evaluation date:
Work area:	Evaluated by:
Position status – new or existing:	Date of position creation:
Has the position been evaluated previously, if so when and by whom:	
Primary purpose/main objectives of the position:	
List the sources of information and evidence that has been used to inform this evaluation:	

**Evaluation factors**

*A range of work value descriptors are provided in relation to each of the nine evaluation factors.*

*Read all descriptors to identify the most appropriate, noting that a position must meet the full intent of the description for that description to be selected. Refer to clauses S9.5.8 to S9.5.16 of Schedule 9 of EB10 for more information.*

*Document the rationale for the selection of each factor description (citing role specific responsibilities) together with the corresponding score.*

<b>Factor</b>	<b>Score</b>	<b>Rationale/Evidence</b>
Knowledge Application		

<b>Factor</b>	<b>Score</b>	<b>Rationale/Evidence</b>
Accountability		
Scope and Complexity		
Guidance		
Decision-making		
Problem Solving		
Contacts and Relationships		
Negotiation and Cooperation		

<b>Factor</b>	<b>Score</b>	<b>Rationale/Evidence</b>
Management Responsibility / Resource Accountability		

Combine the scores assigned to the individual evaluation factors.

<b>Total score:</b> Classification level:
--

The total score correlates with an approved classification level as set out in the below table. Identify the range in which the total score falls, to identify the corresponding classification level. This indicates the preliminary assessment of the role.

<b>Score</b>	<b>Classification Level</b>
18- 27	Level 1
28- 45	Level 2
46- 63	Level 3
64 - 81	Level 4
82 - 99	Level 5
100 - 117	Level 6
118 - 135	Level 7

Borderline role:      Yes <input type="checkbox"/> No <input type="checkbox"/>	Evaluation revisited      Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Assessed classification level:</b>	

Attach supporting information used as evidence to inform the role evaluation (e.g. position description).

**Approved classification level:**

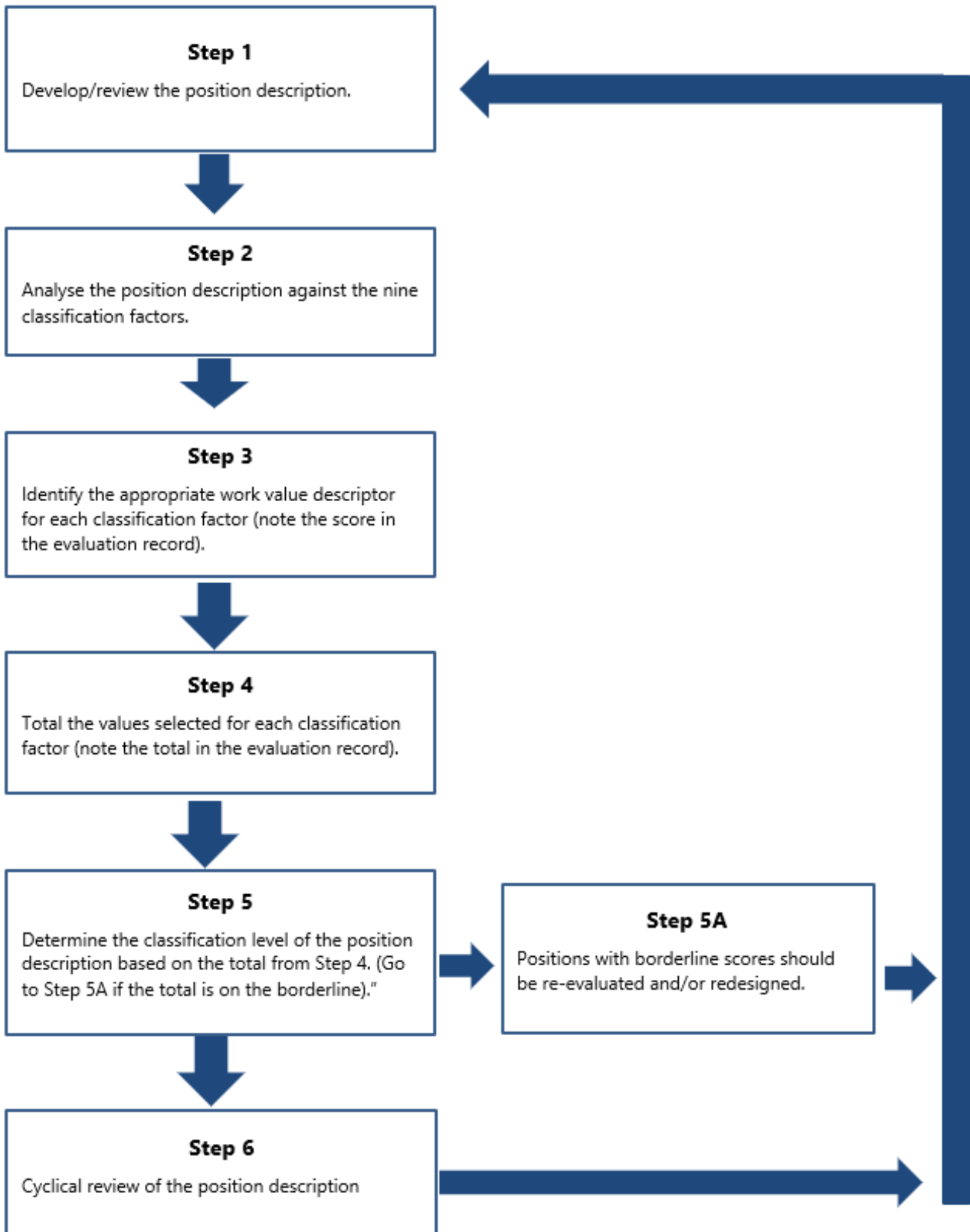
**Signed:**

**Approving Position title:**

**Date:**

**Attachment 3 – Evaluation Process Flowchart**

**EVALUATION PROCESS FLOWCHART**



## SCHEDULE 10 COUNSELLORS (WITHOUT TEACHER QUALIFICATIONS) – CHARACTERISTICS – QUALIFICATIONS – DUTIES AND SKILLS

Level 6	Level 7
<p><u>Competency of employee</u></p> <p>Competency at this level involves self-directed development and application of professional knowledge with substantial depth in some areas.</p> <p>A broad range of professional skills are applied to roles and functions in both varied and highly specific contexts.</p> <p>A proportion of competencies involve complex, specialised or professional functions.</p> <p>Competencies are used independently and are substantially non-routine with initiative being exercised in the application of professional practices.</p> <p>Significant discretion and judgement are required in planning, design, professional, technical or supervisory functions related to services, operations or processes for self and/or others.</p> <p>Works under broad guidance.</p> <p><u>Supervision of employees' work</u></p> <p>Work is usually measured in terms of the achievement of stated objectives to agreed standards.</p> <p>May be less direct than at lower levels and usually be related to task methodology and work practices.</p> <p>May involve a level of autonomy in accordance with a broad plan or budget strategy.</p> <p><u>Supervision of others</u></p> <p>Responsibility for the supervision and monitoring of the work of others and of workflow in the area of responsibility may be involved.</p> <p>Leadership and development of teams and responsibility for outcomes may be required.</p>	<p><u>Competency of employee</u></p> <p>Competency at this level involves the use of initiative in self-directed development and application of expert knowledge with extensive recognised expertise in some areas.</p> <p>A breadth and depth of professional skills are applied to roles and functions in both varied and highly specific contexts.</p> <p>A high proportion of competencies involve significant scope and/or complex, specialized or professional functions.</p> <p>Duties of an innovative and/or critical nature are undertaken without professional direction and initiative is exercised in the application of professional practices.</p> <p>Significant discretion and independent judgement are required within constraints set by management.</p> <p><u>Supervision of employees' work</u></p> <p>Work is usually performed under general guidance with limited or no professional supervision.</p> <p>The general quality of work is monitored by school management and is subject to stated objectives and professional standards.</p> <p><u>Supervision of others</u></p> <p>Responsibility for the setting and achieving of objectives by a work section and its staff may be involved.</p> <p>Responsibility for assessment, training and development and performance counselling of staff may be required.</p>

**Characteristics (additional to above and specific to school counsellors (without teacher qualification)):**

Level 6	Level 7
<p><u>Competency of employee</u></p> <p>The solution of problems may require the exercise of professional judgement through the selection and application of professional procedures, methods and standards, however guidance from senior staff is readily available.</p> <p>Employees at this level may operate individually or as a member of a project team within a work group.</p> <p>Professional judgement may be exercised within prescribed areas, however the provision of results are subject to verification and validation.</p> <p><u>Supervision of employees' work</u></p> <p>Work is initially performed under close supervision by a more experienced professional, however, this supervision is expected to reduce as experience increases.</p> <p>Guidance is always close at hand.</p> <p><u>Supervision of others</u></p> <p>Generally no supervisory responsibilities, although more experienced employees may assist new employees by providing guidance and advice.</p>	<p><u>Competency of employee</u></p> <p>Apply detailed knowledge of standard professional tasks required, with scope existing for exercising initiative in the application of established professional work practices and procedures.</p> <p>Employees are expected to exercise initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams or independently and may deputise for the professional head of a small work unit.</p> <p><u>Supervision of employees' work</u></p> <p>Work is usually performed under general guidance with the general quality of output monitored by superiors. However, the technical content of the work is not normally subject to direct supervision.</p> <p>Guidance may be given in reviewing work programs or on unusual features of an assignment.</p> <p><u>Supervision of others</u></p> <p>Some supervisory responsibility of subordinate staff may be required. The degree of supervision is variable depending on the assignment or project.</p> <p>Employees at this level may have supervisory responsibilities for technical staff, if required, together with responsibilities for training and development of subordinate professional staff within their discipline.</p> <p>Supervisory responsibilities include on-the-job training, staff assessment and performance counselling in relation to subordinates with the discipline or para professionals, as well as authority for the verification and validation of work results of supervised staff.</p>



### Qualifications: School Counsellors (Without Teacher Qualification)

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

### Typical Skills and Duties: School Counsellors (Without Teacher Qualification)

Level 6	Level 7
<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. This may include: the gathering, analysis and interpretation of data or preparation of reports and the consequent giving of advice to other professional staff to assist student learning; or providing pastoral ministry; or providing counselling and/or guidance support for students. (6.1.1)</p> <p>Provide professional advice to staff and students in the officer's area of expertise or qualification. (6.1.2)</p> <p>Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary. (6.2.6)</p> <p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. (6.2.1)</p> <p>Address the relevant educational, personal, vocational and social needs of students within the school setting.</p> <p>Consult with other specialist and personnel and various agencies to achieve service delivery as required.</p> <p>Apply knowledge of basic professional practices and procedures relevant to the discipline.</p> <p>Analyse and interpret findings relating to elements of specialist guidance and counselling work.</p> <p>Perform non-routine professional tasks, governed by established procedures, specific guidelines and standardised instructions.</p> <p>Apply theoretical knowledge of the relevant discipline of formal study to basic problems or minor phases of broader assignments.</p>	<p>Undertake more complex professional activities involving the selection and application, based on professional judgement, of new and existing techniques and methodologies requiring the exercise of professional independence combined with competence derived from extensive experience and/or additional study. (7.1.1)</p> <p>Undertake supervisory responsibilities which may include on the job training, staff assessment and performance counselling in relation to staff in lower level positions. (7.1.2)</p> <p>Operate and be accountable for the quality of output of a section or function within the school. (7.1.3)</p> <p>Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed. (7.4.4)</p> <p>Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organisational area. Formulate policies and provide specialist advice on policy development to senior management. (7.2.5)</p> <p>Identify policies and procedures requiring review or re-development, and define relevant issues. (7.3.3)</p> <p>Provide written reports to the school executive on complex matters, suggesting alternative courses of action and analysing the implications of each alternative. (7.3.4)</p> <p>Undertake high level research, review or investigations including the preparation of reports and associated papers to provide advice to the school on the operational and/or future directions of the employee's section and to contribute to the development of that section in the educational context of the school. (7.3.9)</p> <p>Address the relevant educational, personal, vocational and social needs of students within the school setting.</p> <p>Consult with other specialist and personnel and various agencies to achieve service delivery as required.</p>

Level 6	Level 7
	<p>Carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.</p> <p>Responsible for various professional assignments.</p> <p>Requires knowledge of either a broad or specialised field.</p> <p>Use combinations of standard procedures and/or modifications of standard procedures to resolve non-routine problems.</p>

## **SCHEDULE 11 TERM-TIME EMPLOYEES OTHER THAN TEACHERS**

*Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency (See clause 5.1 of this Agreement).*

### **S11.1 Term-Time Definition**

S11.1.1 Term-time employee is an employee who may be employed on a continuing basis or on a fixed-term basis (as defined below) and is engaged to work:-

- (a) thirty-eight (38) ordinary hours per week but less than fifty-two (52) weeks per annum;  
or
- (b) less than thirty-eight (38) ordinary hours per week and less than fifty-two (52) weeks per annum,

### **S11.2 Contract of Employment**

S11.2.1 Employees offered term-time employment, as described in this Agreement, will be advised in writing, at the point of engagement and at other times when varied in accordance with this Agreement, the following:-

- (a) the nature of engagement as a term-time employee
- (b) the weeks the term-time employee is to be employed.
- (c) the days of the week the term-time employee is to be employed.
- (d) the normal starting and finishing time for each day's employment.
- (e) the duration of the engagement in respect of employment for a fixed-term.

### **S11.3 Employment Conditions for Term-Time Employees**

S11.3.1 Where an employee is employed on a term-time basis, the employee will be entitled to be paid an hourly rate for ordinary hours worked equal to the appropriate weekly full-time rate divided by thirty-eight (38).

S11.3.2 Employees under this subclause will be entitled to receive pro rata entitlements to annual leave and personal/carer's leave in accordance with clauses S11.6 and S11.7 within this Schedule.

S11.3.3 Where a public holiday falls on a day upon which an employee is normally employed, that employee will be paid the appropriate rate for the number of hours normally worked on that day.

### **S11.4 Term Time Employees - Additional Hours**

S11.4.1 Where an employer identifies either additional hours to be worked, or additional work to be performed, (either short or long term) the employer must (in the first instance) thoroughly investigate and consider whether such additional hours or work can be performed by an existing term time employee.

S11.4.2 So as to avoid doubt the expressions "additional hours" and "additional work" include both work during periods when students are in attendance and periods of vacation.

S11.4.3 The employer will, subject to subclause 4, offer such additional hours or work to an existing term time employee (or employees).

S11.4.4 Nothing in this clause will require an employer to offer additional hours or work to an employee where:

- (a) The additional hours or work would result in the employee working more than the maximum number of ordinary hours permitted by this Agreement; or
- (b) It is impracticable, having regard to both the needs of the school and the nature of the work, to offer such additional hours or work to a particular employee (or employees).

S11.4.5 An employee who is offered additional hours or additional work may, at their discretion, accept or decline the offer.

### **S11.5 Accrued Hours**

S11.5.1 Where an employer authorises additional hours to be worked by an employee beyond the normal hours worked, these hours may be accrued on an agreed basis between the employer and the employee. These accrued hours must be availed of during school vacation periods except where the employer, at the request of the employee, approves that accrued hours be taken at alternative times. The hours accrued will be paid at the ordinary time rate.

S11.5.2 All employees will have a zero balance of accrued hours at the beginning of each twelve (12) month cycle. A twelve (12) month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any accrued hours not taken prior to the completion of each twelve (12) month cycle will be paid to the employee.

S11.5.3 Notwithstanding the above, the annual leave loading will be paid on no more than four (4) weeks.

S11.5.4 On resignation, employees must avail themselves of any accrued hours prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of accrued hours, these accrued hours will be paid to the employee upon resignation.

### **S11.6 Personal/carer's leave for Term-Time Employees**

S11.6.1 Term-time employees will be entitled to pro rata personal/carer's leave calculated on the following basis:-

- (a) for each completed year of service – seventy-six (76) hours x ordinary hours worked per week ÷ thirty-eight (38);
- (b) for each completed period of 5.2 weeks in respect of an incomplete year of service - 7.6 hours x ordinary hours worked per week ÷ thirty-eight (38)

### **S11.7 Annual Leave for Term-Time Employees**

S11.7.1 Entitlements –

- (a) The accrual rate of annual leave for full-time employees will be one hundred and fifty-two (152) hours per annum (i.e. four (4) weeks annual leave per annum on a thirty-eight (38) hour week basis).
- (b) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Service includes a period when annual leave is taken by the employee. The calculation of the entitlement to such leave is set out in paragraphs (d) and (e).
- (c) Term-time employees will at the end of the initial school year in which they are employed be entitled to annual leave calculated as follows:
  - (i) annual leave due to the employee will be determined using the following formula:

$$\frac{A}{\text{Fifty-two (52)}} \times \text{Four (4) weeks} = \text{weeks of annual leave}$$

Where: A = number of weeks worked during that year

- (ii) the number of weeks of annual leave determined using the formula in paragraph (c)(i) will be paid for as follows:

weeks of annual leave  $\times B \times$  the hourly rate applicable at the time

Where B = average hours worked per week during that year

- (d) Term-time employees will at the end of each subsequent school year in which they are employed be entitled to annual leave calculated as follows:

- (i) annual leave due to the employee will be determined using the following formula:

$$\frac{C}{\text{Fifty-two (52)}} \times \text{Four (4) weeks} = \text{weeks of annual leave}$$

Where: C = number of weeks worked during that year plus the number of weeks of annual leave determined using the formula in paragraph (c)(i).

- (ii) The number of weeks of annual leave determined using the formula in paragraph (d)(i) will be paid for as follows:

weeks of annual leave  $\times B \times$  the hourly rate applicable at the time

Where B = average hours worked per week during that year

- (e) Subject to paragraph (a), annual leave will be taken by term-time employees during school vacation periods unless otherwise agreed between the employer and employee.
- (f) If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave subject to the following:
- (i) An employee who has taken in advance the whole of the annual leave that would be due at the end of a school year, is not entitled to any further annual leave at the end of that school year.
- (ii) An employee who has taken in advance part of the annual leave that would be due at the end of a school year, becomes entitled at the end of that school year to the part of the annual leave not already taken.
- (g) Annual leave will be exclusive of any public holiday which may occur during the period of that leave and will be paid for by the employer in accordance with current provisions.

#### S11.7.2 Calculation of Annual Leave Pay

In respect to annual leave entitlements to which this clause applies, annual leave pay (including any proportionate payments) will comprise:

- (a) The employee's ordinary wage rate as prescribed by this Agreement for the period of the annual leave; and
- (b) A further amount calculated at the rate of seventeen and one-half percent (17 ½%) of the amounts referred to in provision (a) of this subclause.

#### S11.7.3 Payment of Annual Leave Accrual on Termination of Employment

- (a) If a term-time employee is dismissed by the employer or voluntarily leaves employment after any leave has become due, and without such leave having been taken, such employee will be entitled in lieu thereof to a sum equal to salary computed at the rate of

wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with subclause 2.

- (b) If the employment of any employee is terminated before the expiration of a full school year, such employee will be paid, in addition to all other amounts due to the employee, an amount equal to one-twelfth of ordinary pay for the period of employment calculated in accordance with subclause 2.
- (c) If any such leave will not have been taken as it falls due from time to time, such leave will be cumulative from year to year for a period not exceeding two (2) years.
- (d) Such annual holiday will be exclusive of any statutory holiday which may occur during the period of that annual holiday and will be paid for by the employer in accordance with current provisions.

### **S11.8 Payment of Public Holidays – Term-Time Employees**

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

- S11.8.1 Where a public holiday falls on a day where a term-time employee normally would be expected to work, then that employee will be paid for the hours normally rostered to work for that day.
- S11.8.2 Employees, other than new employees, will be paid for their normal rostered hours for any public holiday that occurs on the day before the employee's first day of work for that term and for any public holiday that occurs on the day after the employee's last day of work for that term if they are normally rostered to work on that day.
- S11.8.3 Term-time employees commencing employment with a new employer will 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 will 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.
- S11.8.4 The public holiday(s) paid in accordance with these provisions will be included in the calculation of the employee's length of service for all purposes.
- S11.8.5 For the purposes of this clause, a successive fixed-term term-time employee is one who is as defined in clauses 1.3 of this Agreement and who is employed on two or more successive contracts with the one employer and has not more than three months break between such contracts.
- S11.8.6 **Payment of Good Friday for Fixed-term Employees**
  - (a) An employee who is employed on a fixed-term contract of at least six (6) weeks during Term one and whose contract ceases on the day before Good Friday and who is then re-employed for a contract commencing in the first week of Term two, will be paid for Good Friday if they normally are rostered to work on a Friday. Such payment would be for their normal rostered hours.
  - (b) This provision will not apply to those employed on casual rates or those employed under clause 5.5 (Part-time Employees) of this Agreement

### **S11.9 Fixed-term Term-Time Definition**

- S11.9.1 A fixed-term term-time employee is one engaged to work thirty-eight (38) ordinary hours or less per week with a specified commencement and cessation date and for a period of less than fifty-two (52) weeks in respect of any one engagement.

S11.9.2 A fixed-term term-time employee will be appointed only to accommodate an identifiable short term need. Without limiting the application of the foregoing, an identifiable short term need could include:

- (a) special projects
- (b) proposed closure of a school
- (c) special government grants
- (d) filling the position of a specified employee 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.

S11.9.3 Provided a fixed-term employee will be employed for a period no greater than twelve (12) months; provided further that if the identifiable short-term need exists after the twelve (12) month period, the fixed-term appointment may be re-negotiated.

S11.9.4 Any agreement reached between an employer and an employee as prescribed by this clause will be in writing, signed by both the employee and the employer, and will clearly identify the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

#### **S11.10 Other Conditions for Term-Time Employees**

All other terms and conditions of employment will be in accordance with those contained in the relevant Schedule to this Agreement.

#### **S11.11 Annualisation of Salary**

S11.11.1 Employers will offer assistance to any term-time school officer or services staff employee who wishes to annualise their salaries. The assistance would include:

- (a) advice as to the amount of wages that the employee would need to bank separately into a subsidiary account in order to provide sufficient funds for them to draw upon during non-term-time, including worked examples;
- (b) assistance with information about establishing subsidiary accounts;
- (c) making requested payment free of charge to one subsidiary account for the purpose of enabling a term-time employee to annualise their salary.

1.1.2 In relation to subclause 1, the employer will make annualisation of salary readily accessible to term-time school officers and services staff employees. The employer shall advise school officers and services staff employees, prior to 31 December, of the intended number of hours engagement per fortnight for the following year. Where a school officer or services staff employee elects to annualise his/her salary, the employee will make application within six (6) weeks of being provided with their quantum of hours for the year in which they wish to engage in annualisation of salary.

## **SCHEDULE 12 NURSES**

*Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency (See clause 5.1 of this Agreement).*

### **S12.1 APPLICATION AND OPERATION**

#### **S12.1.1 Coverage**

- (a) This Schedule applies to all nursing staff employed as such working in a school.
- (b) This Schedule does not apply to any person who is a member of a Religious Order.

#### **S12.1.2 Definitions**

- (a) "AHPRA" is the Australian Health Practitioner Regulation Agency.
- (b) "Boarding School" is a school providing primary level, secondary level or vocational education that makes provision, as part of the provision of education or as an adjunct to the provision of education, for students to be accommodated.
- (c) "Enrolled Nurse" means an employee who:
  - (i) appears on the Register of Practitioners of the AHPRA as an Enrolled Nurse (Division 2)
  - (ii) is subject to the registration standards, codes and guidelines of the NMBA; and
  - (iii) provides nursing care only under the direction and supervision of the Registered Nurse
- (d) "NMBA" is the Nursing and Midwifery Board of Australia.
- (e) "Registered Nurse" means an employee who:
  - (i) appears on the Register of Practitioners of the AHPRA as a Registered Nurse (Division 1); and
  - (ii) is subject to the registration standards, codes and guidelines of the NMBA.
- (f) "Term-time" has the same meaning as outlined in clause S11.1.1 (Term- time Definition) of Schedule 11 of this Agreement.

### **S12.2 EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

#### **S12.2.1 Contract of Employment**

- (a) Type of Engagement

An employee may be engaged as a full-time, part-time, term-time or casual employee in accordance with clause 3.1 of the Agreement.

### **S12.3 WAGES AND WAGE RELATED MATTERS**

#### **S12.3.1 Wages**

- (a) The minimum rates of pay for employees covered by this Schedule are contained in Schedule 1 – S1.9 of this Agreement
- (b) Full-time Nurses in Boarding Schools - Annualised Salary Arrangement
  - (i) A full-time nurse and the School may enter into an agreement whereby the nurse is paid an annualised salary.



- (ii) The nurse must be paid at least the appropriate minimum weekly rate for that nurse as set out in Schedule 1 – S1.9 for the entire twelve (12) months.
- (iii) For the purposes of Annual Leave, such leave is included in this salary and is deemed to be taken during semester breaks.
- (iv) Employees who enter into an annualised salary arrangement may agree to be excluded from the following provisions of this Agreement:
  - (A) on-call allowance
  - (B) recall
  - (C) weekend work
  - (D) afternoon and night duty
  - (E) overtime
  - (F) annual leave
  - (G) public holidays
- (v) **Negotiating the Annualised Salary**

When negotiating the annualised salary the School and the nurse will take into consideration the expected work requirements and the excluded provisions that would otherwise apply. The terms and conditions of employment for a salaried employee agreed under this clause will be, after a review pursuant to paragraph (vii), at least the greater of the following:

  - (A) \$10 better off each year than those that would have applied if the employee was covered by the *Educational Services (Schools) General Staff Award 2020*; or
  - (B) the same as those that would have applied under this Agreement if the employee had not entered into the salaried arrangements under this subparagraph.
- (vi) **Recording the Annualised Salary**
  - (A) Where such annualised salary agreement exists, it must be recorded in writing between the School and the nurse affected prior to its commencement and a copy must be kept as part of the nurse's time and wages record. The written agreement must include the following:
    - (1) the number of weeks to be worked under the arrangement
    - (2) the hours of work required
    - (3) the negotiated exclusions under subclause (i) above.
  - (B) A nurse covered by an annualised salary arrangement must have all hours worked recorded by the employer and kept for seven (7) years. These records are to include, as a minimum:
    - (1) the start and finish times of each shift;
    - (2) start and finish times of meal breaks taken;
    - (3) sleepover/on-call taken and the start and finish times of this sleepover/on-call; and
    - (4) the number of times the employee was required to perform work during a sleepover/on-call and period of time of each such occasion

(C) For the purposes of this clause "*sleepover*" is defined as sleeping in at night to undertake duty of care requirements and to be on-call for emergencies.

(vii) Review of Annualised Salary

(A) On the anniversary date of entering into the annualised salary arrangement, the nurse and the School may review, or at the request of the nurse must review, the annualised salary arrangement. During any such review either party may elect to discontinue the annualised salary arrangement by giving four (4) weeks' notice in writing. If this occurs then the nurse will thereafter revert to term-time employment unless another arrangement is negotiated.

(B) If the annualised salary arrangement is renegotiated the new or amended agreement is to be recorded in accordance with subclause (iii) of this clause.

(C) If the school does not inform the nurse of this clause every time a review is available then the nurse retains the right to discontinue the annualised salary arrangement at any time.

(D) During the review the nurse must be provided with a detailed comparison by the School showing how their annualised salary arrangement would compare to a nurse working the same hours but not working on such arrangement for the preceding year.

(viii) Treatment of Salary upon Termination or Discontinuance of the Arrangement

A nurse who is employed under an annualised salary arrangement and whose employment terminates or who decides to discontinue the annualised salary arrangement as allowed in subclause (iv) above will be paid the proportion of their annual salary of that year that their service (excluding school vacations) bears to the number of weeks in a year that they would ordinarily be required to work. Such proportion of salary will be calculated on the salary which the employee was receiving immediately before cessation of employment or discontinuance of the arrangement.

(c) Annualisation of Salary for Term-Time Employees

Term-time employees may have their wages annualised over a year as provided in clause S11.11 (Annualisation of Salary – Term-Time School Officers and Services Staff) of Schedule 11 as if they were school officers/services staff employed by the relevant employer.

(d) Accelerated Advancement

(i) A Registered Nurse Level 1 will be entitled to advance one paypoint on that person's first employment following registration with the AHPRA, or at any time during that person's employment as a Registered Nurse Level 1, upon successful completion of a post-registration course of at least twelve (12) months duration where the employee is required to perform the duties of a position to which the course is directly relevant.

It is recommended that nurses contemplating undertaking a course as described in subparagraph (i) should consult with their employer prior to commencement of study to clarify whether the employer accepts that it is a course as described in subparagraph (i).

(ii) Advancement

- (A) A Registered Nurse Level 1 whose current Schedule rate of pay includes the advancement provided for in subparagraph (i) will not be entitled to further advancement under subparagraph (i).
- (B) A Registered Nurse Level 1 will not retain an entitlement to advancement in paypoint pursuant to subparagraph (i) if that nurse is no longer working in a position for which such additional registration is a requirement;
- (iii) A Registered Nurse Level 1 will not retain an entitlement to advancement in paypoint pursuant to subparagraph (i) if that nurse is no longer working in a position for which such post-registration course is directly relevant.
- (iv) "*Paypoint*" in this paragraph (d) only, means a year in pay.
- (e) Total Experience to Count
  - (i) For the purpose of determining the rate of wages payable by reference to the year of service or paypoint of any employee, an employee will be given credit for all previous continuous nursing service.
  - (ii) Previous nursing service will include time spent in obtaining additional nursing qualifications other than the basic qualification required for registration.
  - (iii) A part-time term-time or Casual Employee will be required to complete the equivalent of a full working year (1,976 hours) from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment. A person who has completed 1,976 hours of duty, or has received payment for 1,976 hours, including annual, personal, compassionate and other paid leave, will be deemed to have completed a full year.
  - (iv) In calculating continuous nursing service for the purpose of this clause, any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over three (3) years from nursing duties covered by a relevant nursing agreement will not be taken into account.
  - (v) On termination of employment each employee will be given a certificate signed and dated by the employer setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in paypoint pursuant to paragraph (d), and in the instance of part-time and Casual Employees, the total hours worked.
  - (vi) The onus of proof of previous experience will be on the employee.
  - (vii) An employee unable to provide proof of previous experience within four weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages will continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date supplied.
  - (viii) Subject to proof of previous experience being provided within four (4) weeks, the employer will adjust previous payments back to the date of commencement.

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

(f) Board and Lodging

(i) Where board and lodging are supplied to employees residing within employer accommodation the employer will be entitled to deduct the following amounts from the weekly rates of pay prescribed for such employees:

	\$ Per week
For all Registered and Enrolled Nurses	54.78
For Assistants-in-Nursing	51.54

(ii) In all cases the ratio of the value of board to that of lodging will be two (2) to one (1).

(iii) The above rates will increase in accordance with any annual percentage increase to wages for nurses outlined in this agreement.

(iv) Where employees who are living out are provided with meals by the employer, a deduction will be made from the employee's wages at the rate of one-twenty-first (1/21st) of the allowances for board calculated to the nearest cent for each meal so provided.

S12.3.2 In Charge Allowance - Independent Schools

If:

- (a) there is no Registered Nurse Level 2 or Registered Nurse Level 3 employed and there are two (2) or more nurses employed on nursing duties in any one Boarding School; and
- (b) the employer directs and names one (1) of those nurses to be the senior nurse;

the named senior nurse will be paid the amount of \$19.30 per week in addition to the rates prescribed in clause S12.3.1(a).

## S12.4 Generic Level Statements

### *Registered Nurses*

S12.4.1 The classification descriptors outlined in [Schedule A](#) of the Educational Services (Schools) General Staff Award 2020 (Modern Award) applying to Registered Nurses are incorporated into this Agreement.

S12.4.2 For the purposes of subclause 1, the following table outlines the relevant classification level in this Agreement and the equivalent classification level in the Modern Award:

<b>Classification Levels - <i>This agreement</i></b>	<b>Equivalent Classification Levels - <i>Modern Award</i></b>	<b>Typical Activities</b>
<b>Registered Nurse Level 1</b>	<b>Nursing Services Grade 1</b>	Providing primary nursing care with its associated responsibility <i>Occupational equivalent - school nurse</i>
<b>Registered Nurse Level 2</b>	<b>Nursing Services Grade 2</b>	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 <i>Occupational equivalent - school nurse</i>
<b>Registered Nurse Level 3</b>	<b>Nursing Services Grade 3</b>	Providing Health Counselling, health education and acting in resource capacity to the school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration of health services and who is in charge of or directs the activities of other employees of the school's health service <i>Occupational equivalent – Nurse in charge</i>

### *Enrolled Nurses*

S12.4.3 For Enrolled Nurses, see definition outlined in clause S12.1.2. of this Schedule.

## SCHEDULE 13 SERVICES STAFF

### S13.1 Coverage

S13.1.1 This Schedule applies to services staff.

S13.1.2 The Classifications for employees covered by this Schedule are contained in Attachment 2 of this Schedule.

### S13.2 Definitions

S13.2.1 "*Greenkeeping and grounds employees*" include all employees involved in preparation and maintenance of playing greens, sports grounds and courts and school grounds.

S13.2.2 "*Building maintenance employees*" means employees who are engaged in the repair and renovation of buildings and structures necessitating the use of building tradespersons', or labourers' skills and/or tools.

### S13.3 Classifications

#### *Classifications*

S13.3.1 An employer will 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 will be classified by reference to the classification criteria set out in **Attachment 1** of this Schedule using the position description developed in accordance with clause 9.9 of this Agreement;
- (c) employees are to be appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on the employee's years of service in a position at a similar or higher level; and

#### *Classification Criteria*

S13.3.2 The Classification criteria (competency, supervision and qualifications/experience) in Attachment 1 of this Schedule will be used to determine the appropriate classification level.

S13.3.3 The criteria are designed to indicate the level of knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The criteria at each level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated criteria should not be used to justify the classification of a position.

S13.3.4 The key issue to be looked at in properly classifying a position is the level of initiative, responsibility / accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the criteria, read as a whole, of the position.

S13.3.5 The "*Description of Skills and Duties*" sets out detail of typical skills and duties at each level. This document aligns the competencies with the typical skills and duties which may be exercised by employees. As such it is to be read alongside the classification criteria for the purpose of classifying a position.

S13.3.6 The indicative duties are a non-exhaustive list of job titles that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty or more than one depending on the particular work allocated to them. Indicative duties should not be used as the primary determinant in classifying employees.

S13.3.7 Level 0 in the structure will be applied as a level at which employees learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are utilised by the employer, progression through the structure may be possible.

*Re-Classification Process*

S13.3.8 If an employee believes that their position has not been classified at the correct level, the employee may apply for a review in accordance with clause 5.8.2 to 5.8.6 of this Agreement.

*Classification Structure - Characteristics*

S13.3.9 The tables provided in **Attachment 1** of this Schedule describe the Classification structure – Characteristics for Services Staff, other than School Officers, Boarding Supervisors, Childcare employees and Nurses.

**S13.4 Board and Lodging**

S13.4.1 The amounts which may be deducted from the wages when an employee is provided with board only or board and lodging will be:

- (a) Where full board and lodgings are made available to adult employees, and those lodgings are available for the employee's exclusive use 52 weeks of the year, the employer will have the right to deduct from the pay of the employee residing on the premises an amount of \$95.50 per fortnight.
- (b) Where lodgings only are made available to adult employees, and those lodgings are available for the employee's exclusive use 52 weeks of the year, the employer will have the right to deduct from the pay of the employee residing on the premises the sum of \$31.85 per fortnight.
- (c) In all cases the ratio of the value of board to that of lodging will be 2 to one.
- (d) The value of board and lodging will be increased or decreased by an amount equal to 23% of any increase or decrease in the federal minimum wage subsequently determined by the Fair Work Commission.
- (e) In the case of employees who do not reside on the employer's premises, a deduction may be made from their wages by the employer at the rate of 1/21st of the allowance for board calculated to the nearest cent for each meal supplied and consumed during the employee's spread of working hours. This paragraph (paragraph (e)) does not apply to meals supplied.
- (f) Lodging rooms will be fitted with adequate and appropriate heating and cooling appliances.
- (g) In the case of junior employees the employer may deduct half of the appropriate amount applicable to adult employees.

**Attachment 1 – Classification Characteristics (Services Staff, other than teachers; school officers; boarding supervisors; childcare employees; or nurses)**

**CHARACTERISTICS AND QUALIFICATION**

**Competency of Employee**

Level 0	Level 1	Level 2	Level 3	Level 4
Exercises minimal judgement. Performs routine duties of a manual nature.	Competency at this level involves application of knowledge and skills to a limited range of tasks and roles.	Competency at this level involves application of knowledge and skills to a range of tasks and roles.	Competency at this level involves application of knowledge with depth in some areas and a broad range of skills.	There is a wide variety of tasks and roles in a variety of contexts.
Not required to provide more than basic problem solving skills.	There is a specific range of contexts where the choice of actions required is clear.	There is a defined range of contexts where the choice of actions required is clear.	Fully competent and experienced in a technical sense and requires little guidance.	There is complexity in the ranges and choice of actions required.
	Competencies are normally used within established routines, methods and procedures that are predictable.	There is limited complexity of choice.	Over time the employee will demonstrate understanding of a broad knowledge base.	Competencies are normally used within a variety of routines, methods and procedures.
	Judgment against established criteria is also involved.	Competencies are normally used within well-established routines, methods and procedures.	There is a range of roles and tasks in a variety of contexts.	Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services actions and achieving outcomes within time constraints.
		Discretion and judgement about possible actions are involved in some cases.	There is some complexity in the extent and choice of actions required.	
			As the employee gains experience they may be asked to identify, analyse and evaluate information from a variety of sources.	



Level 0	Level 1	Level 2	Level 3	Level 4
			Competencies are normally used within routines, methods and procedures.	
			Some discretion and judgement are involved in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.	
			Good interpersonal and communication skills.	

### Supervision of Employees' Work

Level 0	Level 1	Level 2	Level 3	Level 4
Works under close direction using established routines and procedures with little scope for deviation.	Works under direct and/or routine supervision depending on function.	Works under direct and/or routine supervision depending on function.	Works under limited supervision..	Work is carried out under general supervision.
Requires regular supervision.	Work is intermittently checked, and may be reviewed on completion.	Work is intermittently checked.	Work may be checked in relation to overall progress.	Progress and outcomes sought are under general guidance.
Usually operates within a team with very limited authority.	May take the form of general guidance where working in teams is involved.	May take the form of general guidance where working in teams is involved.	May take the form of broad guidance.	
	May involve detailed instructions in some situations.	May involve detailed instructions in some situations.	May involve a level of autonomy when working in teams.	

### Supervision of Others

Level 0	Level 1	Level 2	Level 3	Level 4
Does not supervise other employees.	An employee at this level will have no supervisory responsibilities.	An employee at this level will have no supervisory responsibilities.	Operates with autonomy individually or within a work team. Over time the employee may be asked to lead or supervise a work team.	The work of others may be supervised.
	An experienced employee may assist others by providing peer support in the completion of routine tasks.	An experienced employee may assist others by providing peer support in the completion of routine tasks.	An employee may have limited responsibility for guidance of the work of others.	Responsibility for the work and organisation of others in limited areas.
			Team co-ordination may be required.	Teams may be guided or facilitated.
				Training of subordinate staff may be required.

### Level 0 to 4 Qualifications & Experience matrix

Level 0	Level 1	Level 2	Level 3	Level 4
Junior Certificate or equivalent is the minimum formal qualification.	Junior Certificate or equivalent is the minimum formal qualification.	Junior Certificate or equivalent is the minimum formal qualification.	Tertiary qualifications at Certificate level, or completion of an apprenticeship, or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.	Tertiary qualifications at Certificate level, or completion of an apprenticeship, or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.
No experience is required.	No experience is required.	No experience is required.		

## Indicative Tasks and Duties

Level 0	Level 1	Level 2	Level 3	Level 4
<p><b>Kitchen hand</b> <i>(including Cooks Assistant, Pantry duties and Restaurant useful)</i></p> <p>An employee engaged in assisting a cook or cooks in any kitchen:</p> <p>Indicative duties of an employee at this level include:</p> <ul style="list-style-type: none"> <li>i Removing food plates;</li> <li>ii Setting and/or wiping down tables;</li> <li>iii Cleaning and tidying dining areas;</li> <li>iv Cleaning of cooking and general utensils;</li> <li>v Assisting employees cooking;</li> <li>vi Assembly and preparation of ingredients for cooking; and</li> <li>vii General pantry duties.</li> </ul>			<p><b>Qualified Cook</b></p> <p>An employee who is employed substantially in the cooking and/or preparing of food.</p> <p>An employee possessing a relevant trade qualification and/or the equivalent skill and/or experience.</p> <p>Indicative duties of an employee at this level include:</p> <ul style="list-style-type: none"> <li>i Trade cooking duties including baking, pastry-cooking or butchering; and</li> <li>iii Specialised skills in dining room duties.</li> </ul>	<p><b>Qualified Cook in charge of other cooks</b></p> <p>The cook permanently employed to be in charge of a kitchen.</p> <p>An employee possessing a relevant trade qualification (<u>or relevant post-trade qualification</u>) and/or the equivalent skill and/or experience.</p> <p>Indicative duties of an employee at this level include:</p> <ul style="list-style-type: none"> <li>i Trade cooking duties including baking, pastry-cooking or butchering; and</li> <li>ii Specialised skills in dining room duties;</li> <li>iii The co-ordination, training and supervision of employees at lower levels.</li> </ul>
<p><b>Laundry Hand</b></p> <p>An employee who is employed to perform general laundry work.</p>	<p><b>Waiting - Food and/or Drink</b></p> <p>Indicative duties of an employee at this level include:</p> <ul style="list-style-type: none"> <li>i Undertaking general waiting duties; and</li> </ul>		<p><b>Head Waiter</b></p> <p>Means an employee without relevant trade qualifications possessing skills and performing duties beyond that of a Waiting – Food and/or Drink employee.</p>	<p><b>Greenkeeper (Supervisor), Landscape Gardener (Supervisor)</b></p> <ul style="list-style-type: none"> <li>• presentation of written and/or verbal reports, general liaison with management.</li> </ul>

Level 0	Level 1	Level 2	Level 3	Level 4
	<p>ii Non-cooking duties in a kitchen or food preparation area.</p>		<p>An employee at this level works under general supervision and is responsible for assuring the quality of their own work.</p> <p>Indicative duties of an employee at this level include:</p> <p>i Responsibility for on-the-job training of kitchen staff of a lower level;</p> <p>ii Supervision of and responsibility for security of property and equipment; and</p> <p>iii Supervision of and responsibility for the security and conduct of students.</p>	<ul style="list-style-type: none"> <li>• activities requiring application of specialist skills.</li> <li>• supervision and training of subordinate staff, including tradespersons.</li> <li>• preparation of budgets and financial reports.</li> <li>• planning for the overall development of the facility in consultation with management.</li> <li>• supervision and co-ordination of large numbers of subordinate staff, including development of staffing and training plans, staff counselling and assisting management in the selection of personnel.</li> </ul>
<p><b>General Maintenance</b></p> <p>An employee who is responsible for repairing structures necessitating the use of Labourers tools / skills, and general labouring duties.</p>	<p><b>Yardman</b></p> <p>An employee engaged in attending to petrol pumps, or otherwise supplying petrol for motor vehicles, or performing any labouring work in or about or in connection with any garage.</p>		<p><b>Greenkeeper (General), Landscape Gardner (General)</b></p> <ul style="list-style-type: none"> <li>• assists in the training and/or supervision of employees at Levels 0, 1 and 2.</li> <li>• major non-trade maintenance of equipment.</li> <li>• assists in chemical and other spraying, where required to hold an appropriate license.</li> <li>• completes basic records.</li> <li>• assists in the construction and installation of facilities and systems.</li> <li>• operates a specialised range of machinery e.g. greens, mowers, fairway units.</li> </ul>	<p><b>Head Security Officer</b></p> <ul style="list-style-type: none"> <li>• Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station.</li> <li>• Keyboard operation to alter the parameters within an integrated intelligent building management and/or security system.</li> <li>• Co-ordinating, monitoring or recording of the activities of security officers utilising a verbal communications system within a central station.</li> </ul>

Level 0	Level 1	Level 2	Level 3	Level 4
			<ul style="list-style-type: none"> <li>• operates and/or maintains a wide range of turf machinery and equipment.</li> <li>• training and supervision of other employees and including apprentices.</li> <li>• construction of surfaces, gardens.</li> <li>• installation and maintenance of irrigation and drainage systems.</li> <li>• control and maintenance of stores and facilities.</li> <li>• stock control, record keeping.</li> <li>• plans the work programme in consultation with management.</li> </ul>	<ul style="list-style-type: none"> <li>• May be required to perform the duties of security officers.</li> </ul>
<p><b>General Labouring</b></p> <p>An employee who is responsible for cleaning the work area as necessary, loading of trucks, and general labouring duties.</p>	<p><b>Handyman (Non-trade)</b></p>		<p><b>Tradesperson</b></p> <p>An employee who has completed an apprenticeship or recognised period of training under the <i>Training and Employment Act 2000 (Queensland)</i>.</p>	<p><b>Cleaning Supervisor</b></p> <p>An employee who is entrusted with the supervision of cleaning as a Principal responsibility and/or who may be required to generally superintend and maintain a building or buildings and/or building equipment and who may also perform the duties of a cleaner as required.</p>

Level 0	Level 1	Level 2	Level 3	Level 4
	<p><b>House Attendant (room cleaner)</b></p> <p>An employee who is employed to perform general house cleaning work, including where required, the laundering of small items such as pillow slips, towels etc.</p> <p>Indicative duties of an employee at this level include servicing accommodation areas and cleaning thereof.</p>		<p><b>Driver</b></p> <p>An employee who is required to drive a bus <u>and who may also act</u> in the dual capacity of conductor where called up on to issue tickets or collect fares.</p>	
	<p><b>Groundsman (Unqualified), Assistant Greenkeeper, Landscape Gardeners Assistant</b></p> <ul style="list-style-type: none"> <li>• assists in the general maintenance and development of turf areas and surrounds.</li> <li>• labouring and operation of some machinery.</li> <li>• operates and/or maintains machinery.</li> <li>• at a Golf Club - mark hazards, operates motorised bunker rake slashers, etc.</li> <li>• at a Sports Club - set out and mark fields for play.</li> <li>• planting and maintaining trees and gardens.</li> <li>• maintains simple records.</li> </ul>		<p><b>Retail Supervisor</b></p> <p>An employee who is appointed by the employer to be, or is, responsible for a defined or designated area of a shop.</p> <p>An employee who is appointed by the employer to be, or is, in charge of a number of defined or designated areas of a shop, or to be, or is, in charge of a shop.</p> <p>Such employee may work alone, or directly supervise other employees, in the defined or designated area.</p>	

Level 0	Level 1	Level 2	Level 3	Level 4
	<ul style="list-style-type: none"> <li>• assists in the maintenance of playing surfaces, including setting up of greens, top dressing, fertilising under supervision, seeding, turfing, coring and sprigging.</li> </ul>			
	<p><b>Static Security Guard</b></p> <ul style="list-style-type: none"> <li>• Watch, guard or protect persons and/or Premises and/or property.</li> <li>• Be stationed at an entrance and/or exit and Principal duties include the control of movement of persons, vehicles, goods and/or property coming out/into Premises or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and includes an area/door attendant or commissionaire in a commercial building.</li> <li>• Respond to basic fire/security alarms at the designated post.</li> <li>• In performing the above duties, the security officer may be required to use electronic equipment such as hand-held scanners, walk-through detectors and simple closed circuit television systems utilising basic keyboard skills.</li> </ul>			

Level 0	Level 1	Level 2	Level 3	Level 4
	<p><b>Caretaker</b></p> <p>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.</p>			
	<p><b>Cleaner</b></p> <p>A person employed for the greater part of their working time in cleaning work of any description on any Premises or in bringing into or maintaining Premises in a clean condition, whatever may be the nature of their other duties.</p>			
<p><b>Static Security Guard (Undertaking training)</b></p> <p>A person employed to safeguard Premises, or property on or about Premises, and who may be required to perform related functions for the purpose of effecting such safeguarding.</p>	<p><b>Cook (non-trade)</b></p> <p>Means an employee without relevant trade qualifications <u>and possessing the skills to perform the following</u> indicative duties including:</p> <ul style="list-style-type: none"> <li>i Non-cooking duties in kitchen or food preparation area;</li> <li>ii Basic cooking duties;</li> <li>iii Responsibility for on-the-job training of kitchen staff of a lower level; and</li> <li>iv Cooking duties below those of a trade level employee.</li> </ul>			



Level 0	Level 1	Level 2	Level 3	Level 4
<p><b>Cleaner (Undertaking training)</b></p> <p>A person employed for the greater part of their working time in cleaning work of any description on any Premises or in bringing into or maintaining Premises in a clean condition, whatever may be the nature of their other duties.</p>	<p><b>Security Officer</b></p> <ul style="list-style-type: none"> <li>• Securing, watching, guarding and/or protecting as directed, including responding to and attending to alarm signals, and required to patrol in a vehicle two or more separate establishments or sites.</li> <li>• Monitoring and responding to electronic intrusion, detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems).</li> <li>• Operating a public weighbridge by a security officer appropriately licensed to do so.</li> <li>• Monitoring and operating integrated intelligent building management and security systems, terminating at a visual display unit or computerised print out, which requires data input from the security officer.</li> </ul>			
	<p><b>Cleaner using specialised equipment</b></p> <p>An employee performing the duties of a cleaner, who in addition is engaged for the greater part of the day or shift on any of following tasks, or a combination of those tasks:</p>			

Level 0	Level 1	Level 2	Level 3	Level 4
	<ul style="list-style-type: none"> <li>• Ordering supplies and receiving deliveries and/or being given the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments and/or an employee performing customer or public relations or other duties as required.</li> <li>• Carpet cleaning - operating equipment used in any or all of the following methods - powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly called "steam cleaning").</li> <li>• Cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices.</li> <li>• Operating "Ride-On" powered sweeping machines.</li> <li>• Operating steam cleaning and pressure washing equipment on the exterior of buildings.</li> </ul>			
	<p><b>Retail employee</b></p> <p>An employee engaged in the reception, sale, or delivery by hand of any goods for sale by retail and/or for hire, wherever employed, and will include all managers, heads of</p>			

Level 0	Level 1	Level 2	Level 3	Level 4
	departments and section heads, salespersons, floor walkers, floor superintendents, floor supervisors, cash order and/or time-payment collectors, travellers, wireless salespersons, electrical goods and/or appliances salespersons, hearing aid appliances salespersons, carter salespersons, produce salespersons, window dressers, ticket writers, order collectors, mail order assistants, store persons, packers, porters, linoleum and carpet layers and cutters, rubber mat and rubber floor covering layers and cutters and all other floor covering cutters and layers demonstrators, footwear repair receivers, dry-cleaning receivers in retail stores, message juniors who are not covered by any other Schedule, all persons employed or engaged in selling, demonstrating or canvassing for or taking orders for goods for sale by retail and/or for hire or in any duties in taking orders for goods for sale by retail and/or for hire or in any duties in any way incidental thereto, employees engaged as dusters in furniture, crockery or hardware shops, all employees in or connected with the pattern department in any shop or			

Level 0	Level 1	Level 2	Level 3	Level 4
	shops automobile and/or farm implements, spare-parts and/or accessories salespersons, store persons in retail bulk stores, all employees in florists' shops not covered by any other Schedule, and cosmetic and/or beauty aid consultants and persons employed for special occasions, e.g. Santa Claus.			

**Attachment 2: Building and Maintenance Employees: Allowances**

- A2.1 The allowances prescribed in Attachment 2 of this Schedule will be paid irrespective of the times at which work is performed and, unless specifically provided, will not be subject to any premium or penalty.
- A2.2 Where more than one of the allowances provides payment for disabilities of substantially the same nature, then only the highest of such rates will be payable.
- A2.3 Allowances will all be increased by the same percentages as wages in Schedule 1 – S1.6 of this Agreement.

(a) *"Leading hand"* - An employee, other than a plumber, appointed to be in charge of all other employees will be paid the additional amounts according to the number of persons in such employee's charge:

(i)	In charge of not more than 1 person
(ii)	In charge of 2 and not more than 5 persons
(iii)	In charge of 6 and not more than 10 persons
(iv)	In charge of more than 10 persons

Leading hand allowances referred to in sub-clause (e) (above) will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work, etc.

*"Leading hand plumber"* - A leading hand plumber in charge of other employees will be paid an allowance.

A "leading hand plumber" means a qualified plumber who has one or more employees under their control. Where the employer is not a licensed plumber, the plumber in charge of the work will be deemed to be a leading hand plumber.

- (b) *"Labourers mixing wet concrete or compo"* - Labourers employed mixing or depositing wet concrete or mixing compo for bricklayers or plasterers will be *paid* an allowance.
- (c) *"Work in excessive heat"* - An employee when working for more than one hour in the shade in *places* where the temperature exceeds the temperatures specified in Schedule 1 – S1.6 will receive an allowance.

Where the work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius, an employee will also be entitled to 20 minutes' rest after every 2 hours' work without deduction of pay. The temperature will be decided by the representative of the employer after consultation with the employee who claims the extra rate.

- (d) *"Dirty work"* - An employee engaged on unusually dirty work to which no other allowance applies will be paid an allowance.
- (e) *"Tool allowances"* - Tool allowances will be paid in addition to the ordinary rates to the tradespersons set out in Schedule 1 when using their own tools:

Carpenter and/or Joiner
Plumber
Plasterer and Tiler
Bricklayer
Waterproofer
Signwriter, Painter, Glazier
Licensed Drainer

These allowances will not be paid while the employees are absent on annual leave.

- (i) The maximum list of tools to be supplied by glaziers when required to use such tools in their employment will be as follows:
  - (A) Two putty knives (one facing, one stripping), 12 mm wood chisel, light claw hammer, pair of pincers, duster nail punch, hacking knife, heavy claw hammer, 1 metre folding rule, one pair of 250 mm snips.
  - (B) A glazier employed other than in a joinery shop will supply in addition to the above the following:
    - Medium screwdriver; heavy punch; centre punch; prick punch; broad knife; marking line (20 metres); one three metre steel tape.
- (ii) The employer will be required to provide the following tools and appliances where necessary:

Chain wrenches, pipe cutter, plumbing irons, ratchets, stocks and dies, taps and drills, vices, soldering iron file, and hacksaw blades, hammers over .9 kilos in weight, pinch bars, and all pipe tongs 300 mm and over in length, chamois leather, gilding tip, gilding knife, gilding brush, signwriter's mop, dagger liner, sponge, pliers, claw hammer, screw driver, stripping knife, large compass, duster, perspex square, tracing wheel, sign t-square, cutter, glass cutters and putty knife.

## **SCHEDULE 14 CONDITIONS OF EMPLOYMENT FOR BOARDING SCHOOLS SUPERVISION STAFF**

### **S14.1 Application and Operation**

- S14.1.1 This Schedule covers employees howsoever described who are employed to provide and manage the supervision of students in the boarding component of a Catholic Boarding School.
- S14.1.2 Basis of Employment – Averaging or Non-Averaging
- (a) The primary basis of the employment of employees covered by this Schedule will be that their hours of work are averaged across a year. The provisions of this Schedule, with the exception of clause S14.20, will apply to such employees.
  - (b) An employee may, by mutual agreement, be employed on the basis that their hours of work are not averaged across a year. That agreement by the employee and the employer will be recorded in writing.
  - (c) The provisions of clause S14.20 will apply where it is mutually agreed that the employee's hours of work are not averaged across a year.
- S14.1.3 This Schedule does not apply to:
- (a) Employees who are full-time teachers who, in addition to their teaching at the school, have a role in boarding (see clause S3.13 of Schedule 3 (Resident Teachers) of this Agreement).
  - (b) Kitchen staff, grounds staff, laundry staff, tuckshop staff, bus drivers, caretakers, cleaners and/or minor maintenance staff employed to carry out tasks at Boarding Schools. The terms and conditions for these employees (Services Staff) are set out in Schedule 13 of this Agreement.
  - (c) Overseas individuals accessed through global volunteering programs (e.g. Gap) are not employees, nor covered by this Schedule.
  - (d) Those persons who are in Holy Orders or who are members of a recognised religious order are not covered by this Schedule.

### **S14.2 Definitions**

- S14.2.1 "Boarding School" means any School covered by this Agreement, which provides board and lodging to primary and/or secondary students.

### **S14.3 Classifications**

- S14.3.1 The employer will determine the quantum and composition of Boarding School Supervision staff appointments made.
- S14.3.2 It is not required or envisaged that every boarding school has an employee appointed at each classification of employment.
- S14.3.3 Appointments will be made to the relevant classification with reference to the responsibilities and typical duties outlined as part of the descriptions below at subclauses 4 to 7 inclusive.
- S14.3.4 Assistant Supervisor
- An employee at this level may be responsible for:
- (a) The provision of basic assistance to a Boarding Supervisor (involving the pastoral care and welfare of students and general functions of the boarding house) under direct supervision.

- (b) The provision of assistance to more senior staff on duty in the daily routines of the boarding house involving the supervision of students and the general functioning of the boarding house. This will involve the use of well-established routines, methods and procedures.
- (c) Ensuring students rise, attend to personal hygiene, personal housekeeping and community duties under the direction of a more senior employee.
- (d) Assisting in the supervision of study and homework.
- (e) Assisting in the supervision of student activities and outings as required.

In addition to the above, obtaining and maintaining a current bus licence is an advantage at this classification level.

Obtaining and maintaining a current First Aid Certificate is a requirement at this classification level.

#### S14.3.5 Boarding Supervisor

An employee at this level may be responsible for:

- (a) ensuring that students understand and adhere to School policies. This involves the application of knowledge with depth in some areas.
- (b) overseeing and monitoring the departure and return of students on weekend leave. This will be carried out in accordance with existing routines, methods and procedures.
- (c) supervision of study and homework where direction and judgement are required.
- (d) supervision of student activities and outings where direction and judgement are required (involving the pastoral care and welfare of students and general functions of the boarding house).
- (e) obtaining and maintaining a current bus licence may be a requirement at this classification level.
- (f) provision of supervision of meals and meal times. This will be carried out under general guidance.
- (g) liaison with parents as the need arises and as provided for in existing School policy.
- (h) reception duties including basic administration, distribution and posting of mail, provision of phone cards, stamps etc. These duties will be carried out in accordance with existing routines methods and procedures.

In addition to the above, obtaining and maintaining a current First Aid Certificate is a requirement at this classification level.

#### S14.3.6 Boarding Supervisor Qualified

- (a) An employee at this level will perform the duties and exercise the responsibilities identified for a Boarding Supervisor.
- (b) In addition, an employee at this level will:
  - (i) hold a current first aid certificate; and
  - (ii) possess a recognised residential care certificate or sufficient practical experience which, to the satisfaction of the employer, enables the employee to operate at a similar level of skill and responsibility; and
  - (iii) have at least two years' experience working in a school boarding facility; and
  - (iv) where required by the employer, obtain and maintain a current bus licence.



#### S14.3.7 Senior Supervisor

An employee at this level may be responsible for:

- (a) the smooth and efficient management of student activities in the boarding house (involving the pastoral care and welfare of students and general functioning of the boarding house);
- (b) Implementation of school policy and procedures as identified by senior management;
- (c) Supervision of lower level staff; and
- (d) Liaison with parents where discretion and judgment are required.
- (e) In addition, an employee at this level will:
  - (i) hold a current first aid certificate; and
  - (ii) possess either a recognised Diploma or Degree in a discipline relevant to residential care or education, or sufficient practical experience which, to the satisfaction of the employer, enables the employee to operate at a similar level of skill and responsibility; and
  - (iii) have appropriate experience working in a school boarding facility; and
  - (iv) where required by the employer, obtain and maintain a current bus licence.

#### **S14.4 First Aid Certificate**

S14.4.1 First aid certificate provisions are prescribed in clauses 5.16.3 to 5.16.7 (First Aid Allowance) of this Agreement.

#### **S14.5 Bus Licence**

S14.5.1 Where the employer requires an existing Boarding School Supervision staff member to hold a current bus licence, the employer will reimburse course fees associated with both obtaining and maintaining such a licence. The time required to obtain and maintain a current bus licence will constitute paid work time.

S14.5.2 Notwithstanding the above, where new employees are required to hold a current bus licence as a condition of their employment, the course fees and time associated with obtaining a current bus licence is the responsibility of the new employee.

S14.5.3 Provided that driving a bus for the purposes of transporting boarding students to activities and outings is an ancillary duty, and would only occur where a Boarding School Supervision staff member is required for the supervision of boarding students at the intended destination.

#### **S14.6 Types of Employment**

##### S14.6.1 Full-time Employment

A full-time employee is an employee who is engaged to work thirty-eight (38) hours per week, pursuant to clause S14.11 – Hours of Work of this Schedule.

##### S14.6.2 Part-time Employment

- (a) This subclause applies to employees whose hours are averaged over a year and is in addition to the provisions outlined in clause 5.5 of this Agreement (Part-time Employees).
- (b) The hours of work of a part-time employee will be aggregated and averaged in a cyclic roster in accordance with clause S14.12 of this Schedule.

- (c) The actual number of hours worked each day, days of the week the employee will work, the number of weeks in the school year the employee will work and the starting and finishing times each day will be as provided in the roster/s made available and administered in accordance with clause S14.12.

#### **S14.7 Board and Lodgings**

- S14.7.1 If an employee is provided board and lodgings by the employer, then the employer may deduct amounts for the reasonable cost of providing such board and lodgings from the wages payable to the employee.
- S14.7.2 The amount of those deductions must be agreed in writing between the employer and the employee before any deductions occur. Such agreement must not be unreasonably withheld by either party.
- S14.7.3 A written agreement entered pursuant to paragraph (b) must not have the effect of contravening [section 326 of the Fair Work Act 2009](#).
- S14.7.4 For the purposes of this subclause, “board and lodgings” includes when an employer may provide lodgings without meals (other than meals required by clause S14.15 when the employee is on duty during meal times).

#### **S14.8 Wages and Wage Related Matters**

- S14.8.1 All employees to which this Schedule applies will be classified according to the structure set out in clause S14.3 - Categories of Employment.
- S14.8.2 Minimum Wage Rates
  - (a) Subject to paragraph (b):
    - (i) The minimum rates that must be paid to Boarding Supervisors are those prescribed by Schedule 1.7 Table 1; and.
    - (ii) The rates identified in Schedule 1.7 Table 2 are rates to which the parties aspire to pay Boarding Supervisors aspirational rates) and are not an enforceable term of this Agreement.
  - (b) The aspirational rates will be deemed an enforceable term of this Agreement if the employer and the relevant Union has, prior or subsequent to the operation of this Agreement, entered into an agreement pursuant to an exchange of letters outlining:
    - (i) the date that the aspirational rates applied or will apply; and
    - (ii) the payment of the aspirational rates are deemed an enforceable term of this Agreement.
  - (c)
  - (d) Where an employer pays a rate or rates which are higher than those identified in Schedule 1 – S1.7 Table 1, but not those identified in Schedule 1 – S1.7 Table 2, it is an enforceable term of this Agreement that the employer will adjust such rates in line with the wage increases prescribed by this Agreement. The actual rates being paid will be recorded in an exchange of letters between the employer and the IEUA.
- S14.8.3 A part-time employee will be paid a proportion of the payment applicable to a full-time employee. That proportion will be calculated by comparing the number of hours worked in a year with the “maximum rostered hours per annum” which may be worked as identified in clause S14.11.3 of this Schedule.
- S14.8.4 Where a full-time or part-time employee who averages their salary ceases work without having worked for a full year (52 weeks) the employer will perform the calculations identified in paragraphs (a) and (b) and receive the payment identified in paragraph (c).

- (a) Multiply the number of ordinary rostered hours worked x the ordinary hourly rate applicable at the time.
- (b) Total the amount of money paid to the employee for ordinary hours of work over the period of the employment.
- (c) Where the amount identified in paragraph (a) is greater than the amount identified in paragraph (b), the employee will receive, in addition to any other entitlements due, a payment equal to the difference between these two amounts.

#### **S14.9 Sleepover Allowance**

- S14.9.1 Where the employer requires an employee to sleep overnight on the employer's premises outside the employee's normal rostered hours of duty, the employee will be paid an allowance outlined in Schedule 1.7 per sleepover.
- S14.9.2 The employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee.
- S14.9.3 Where the employee is required by the employer to perform work during a sleepover, the employee will be paid 150% of the minimum hourly rate for the time worked with a minimum payment as for 30 minutes per occasion.
- S14.9.4 Any time worked under subclause 3 will not be taken into account for the purposes of calculating ordinary hours or entitlements under this Agreement based on ordinary hours such as leave accruals.
- S14.9.5 The payments in subclauses 1 and 3 will not apply to an employee who, at no cost to the employee, is provided with:
  - (a) reasonable accommodation (living quarters, light, heating and cooling) for their exclusive use for 52 weeks a year; and
  - (c) food while students are in attendance at the school.

#### **S14.10 Span of Hours**

- S14.10.1 This clause does not apply to employees who:
  - (a) work average hours over a year in accordance with clause S14.11;
  - (b) are provided with reasonable accommodation for their exclusive use for 52 weeks of the year; or
  - (c) agree in writing to work within a span of sixteen hours on a day from initial commencing to final ceasing time outlined in accordance with clause S14.20.2(f) of this Schedule.
- S14.10.2 For the purposes of clause S14.20.2 of this Schedule, employees who work hours in excess of a 12 hour span on any day (including the working of a broken shift), such excess hours will be paid at the following rates:
  - (a) For employees paid **minimum** rates (see clause S14.8.2(a)):
    - (i) 135% for the first 3 hours; and
    - (ii) 175% thereafter; and
  - (b) For employees paid **aspirational** rates (see clause S14.8.2(b)):
    - (i) 115% for the first 3 hours; and
    - (ii) 155% thereafter.

**S14.11 Hours of Work**

S14.11.1 This clause applies to employees whose hours are averaged over a year.

S14.11.2 The maximum ordinary hours of work will be thirty-eight (38) hours per week.

S14.11.3 The ordinary hours of work will be averaged over a period of time not exceeding one year. A full-time boarding employee's annual roster of hours will be calculated as follows:

Maximum Hours	1976 (52 week x 38 hours/week)
Less Annual Leave	152 (4 weeks x 38 hours/week)
Maximum Rostered Hours per annum	1824

For the purposes of this clause, the number of weeks in a school year (variable X) is calculated as:

Number of weeks in Term 1 + Number of weeks in Term 2 + Number of weeks in Term 3 +  
Number of weeks in Term 4 = X

$$1824 \div X = Y$$

*For example: If the number of weeks in a particular school year is thirty-eight (38), the formula would be  $1824 \div 38 = 48$ . Therefore, a full-time boarding employee may be rostered to work up to 48 hours per week over thirty-eight (38) weeks.*

S14.11.4 An employee will not be rostered to work more than the ordinary hours in any one week. (Note that the number of ordinary hours cannot be more than variable Y in the preceding subclause 3).

S14.11.5 The ordinary hours of work will be worked on no more than five days in any seven days (Monday to Sunday). Wherever practicable, an employee will receive two consecutive days off.

S14.11.6 The maximum number of ordinary hours which can be worked on any one day is ten (10).

S14.11.7 The ordinary hours of work on a day will be worked within a span of sixteen (16) hours from initial commencing time to final ceasing time.

S14.11.8 The ordinary hours of work on a day will be worked in no more than two periods.

S14.11.9 An employee must have at least ten (10) consecutive hours off duty between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day. However, the number of hours off duty may be reduced to eight (8) by mutual agreement.

**S14.12 Rostering**

S14.12.1 The employer will produce a term or semester roster (at the election of the employer) showing the normal starting and finishing times and the name of each employee and the roster will be:

- (a) displayed in a place conveniently accessible to the employees; and
- (b) will be prepared and displayed at least seven (7) days before the commencement of the term.

S14.12.2 A roster may be altered by the employer by giving seven (7) days' notice, or where mutually agreed between the employer and the employee, the roster may be altered at any time.

S14.12.3 Notwithstanding subclauses 1 and 2, an employee's roster cannot be changed where it would result in the employee becoming ineligible for payment on a public holiday, in circumstances where the employee would otherwise have been rostered to work on that day, other than at the election of the employee.

**S14.13 Overtime and Time off in Lieu**

S14.13.1 The employer may require an employee to work reasonable additional hours.

S14.13.2 Where an employee is required to work outside or in excess of the ordinary hours permitted by clauses S14.11 (Hours of Work) and S14.20 (Provisions Applicable To Employees Who Are Employed On The Basis That Their Hours Of Work Are Not Averaged Across A Year) of this Schedule, overtime will be paid for at the rate of:

- (a) for Monday to Saturday - time and one-half for the first three (3) hours and double time thereafter for; and
- (b) for Sunday - double time.

S14.13.3 Where requested by an employee, and agreed by the employer, time off (equivalent to the quantum of overtime worked) in lieu of payment may be provided.

**S14.14 Public Holidays**

Clause 8.17 (Public Holidays) of this Agreement will apply to Boarding School Supervision staff.

**S14.15 Provision of Meals and Meal Breaks**

S14.15.1 An employee who is required to be on duty during meal times will be entitled, at no cost to the employee, to the meal provided to the school boarding students.

S14.15.2 Meals supplied to employees will be of good quality and of sufficient quantity, and will include for employees morning and afternoon tea.

S14.15.3 An employee is entitled to an unpaid meal break of not less than 30 minutes to be taken:

- (a) no later than 5 hours from commencing work; and
- (b) at a time that suits the mutual convenience of the employer and employee.

**S14.16 Provision of Accommodation**

Reasonable accommodation means living quarters, light, heating and cooling, which is available to the employee for their exclusive use.

**S14.17 Provision of Laundry Facilities**

Where board and residence are provided for employees, the employer will permit any of the employees the use of the laundry equipment necessary for the employee to launder their own clothes, free of cost.

**S14.18 Formative Appraisal**

S14.18.1 A process of self-appraisal and validation provides an occasion to identify strengths and opportunities, set goals and identify professional development needs.

S14.18.2 In consultation with Boarding Schools Supervision Staff, the employer may develop, implement and periodically review a process of validated self-appraisal.

S14.18.3 Where appropriate, such formative appraisal process will take into account the needs of staff in individual schools.

S14.18.4 The formative appraisal process will be based upon principles detailed in Schedule 7 of this Agreement.

**S14.19 Professional Development**

- S14.19.1 Employing authorities recognise and affirm the value of Boarding Schools Supervision Staff undertaking professional development relevant to the performance of their work role and duties.
- S14.19.2 The Principal and Boarding Schools Supervision Staff accept a joint responsibility for the negotiation of a program of relevant professional development linked to the appraisal outcomes, the school goals and the development/renewal plan.
- S14.19.3 A professional development plan will be jointly developed between the Boarding Schools Supervision Staff member and their supervisor. This plan will be implemented within the employer's resource capacity.
- S14.19.4 As part of the school's professional development program and consistent with the professional development guidelines, all employees are entitled to apply to undertake relevant professional development activities. Costs and release time involved in attending such professional development will be covered in accordance with the school's professional development guidelines.
- S14.19.5 Where professional development is required by the employer for Boarding Schools Supervision Staff outside ordinary working time, the employee will be granted time in lieu for the equivalent hours taken at a mutually convenient time or receive payment at ordinary hours.
- S14.19.6 Information relevant to professional development will be made available to Boarding Schools Supervision Staff through the induction process.

**S14.20 Provisions applicable to employees who are employed on the basis that their hours of work are not averaged across a year**

- S14.20.1 This clause will apply to employees who are employed on the basis that their hours of work are not averaged across a year.
- S14.20.2 Hours of Work
- (a) The maximum ordinary hours of work will be thirty-eight (38) hours per week, which may be averaged over a 2 week period.
  - (b) The Ordinary hours will be worked on no more than five days of the week.
  - (c) Wherever practicable, an employee will receive two consecutive days off.
  - (d) The maximum number of ordinary hours which can be worked on any one day is ten (10).
  - (e) The ordinary hours of work on a day will be worked in no more than two periods.
  - (f) If agreed in writing by the employee, the ordinary hours of work on a day will be worked within a span of sixteen (16) hours from initial commencing time to final ceasing time otherwise clause S14.10 will apply.
  - (g) The employee must have at least ten (10) consecutive hours off duty between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day. However, the number of hours off duty may be reduced to eight (8) by mutual agreement.

S14.20.3 Payment or Banking of Additional Ordinary Hours

- (a) Where an employer authorises additional hours to be worked by an employee (and the employee agrees to work those additional hours) beyond the employee's normal starting and finishing times, but within ordinary hours of work, prescribed in clause S14.11 of this Schedule, these hours will be either:
  - (i) Paid for at casual rates, or
  - (ii) Banked where this is agreed with the employer.
- (b) Where an employee banks hours in accordance with paragraph (a)(ii), those banked hours must be availed of during school vacation periods except where the employer, at the request of the employee, approves that the accrued hours be taken at alternative times. The banked hours will be paid at the ordinary time rate.
- (c) All employees will have a zero balance of banked hours at the beginning of each twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked hours not taken prior to the completion of each twelve-month cycle will be paid at the employee's ordinary time rate.

If the boarding house employee requested and the employer agreed for the extra hour worked outside the normal roster to be 'banked', the Boarding House employee would receive an extra hour of pay in the school holiday period of their choice within that same calendar year.

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

S14.20.4 Payment or Banking of Overtime Hours

- (a) Except as provided in paragraph (b), all time worked outside of or in excess of the hours prescribed in subclause 2 will be paid:
  - (i) for Monday to Saturday - time and one-half for the first three (3) hours and double time thereafter for; and
  - (ii) for Sunday - double time.
- (b) A boarding house employee who has worked overtime hours at the employer's request may instead of the payment of overtime choose to 'bank' time, for later payment during a school holiday period(s) in the same calendar year. In such circumstances paragraphs (c) to (f) apply.
- (c) Where an employee chooses to 'bank' overtime one hour worked will result in one hour of paid time in a school holiday period.
- (d) Banked overtime must be availed of during a vacation period except where the employer, at the request of the employee, approves that the banked overtime hours be taken at alternative times.
- (e) All employees will have a zero balance of banked overtime at the beginning of each twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked overtime not taken prior to the completion of each twelve-month cycle will be paid to the employee at the rate of time and one half.

- (f) On resignation, employees must avail themselves of any banked overtime prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of banked overtime, this banked overtime will be paid to the employee, at the rate of time and a half, no later than the date of the next full pay period after termination.

S14.20.5 Payment of Wages

Employees subject to this clause will be paid only for the time worked and will not, subject to subclauses 3 and 4, be paid for school vacation periods.

S14.20.6 Types of Employment

An employee may be employed in accordance with the "*Types of Employment*" prescribed in clause 3.1 of this Agreement. Further, the provisions of Schedule 11 will apply to those respective types of employment.

S14.20.7 Other Conditions of Employment

Clauses S14.12 to S14.19 of this schedule will apply to employees covered by this clause (clause S14.20).



## SCHEDULE 15 CHILDREN'S SERVICES

### S15.1 PART 1 - APPLICATION AND OPERATION

#### S15.1.1 Definitions

- (a) "*Assistant Director*" means an employee appointed as such who is approved in terms of the relevant legislation to have charge of the Centre in the absence of the Director.
- (b) "*Broken Shift*" – see clause 5.23 of this Agreement.
- (c) "*Education and Care Services National Legislation*" means the *Education and Care Services National Law (Queensland) Act 2011* and the Education and Care Services National Regulations as amended from time to time and any predecessor legislation where relevant or consequential amendments.
- (d) "*Children's Services Worker*" means an employee who is engaged in the provision of child care within a Centre and/or who is engaged in functions in or in connection with the general operation of the Centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the Centre (internal and external) to the standards required by the employer.
- (e) "*Centre Based Care*" means care for children in a centre as defined in the *Education and Care Services National Legislation*.
- (f) "*Assistant Children's Services Worker - Unqualified*" - means an employee who:
  - (i) has successfully completed Year 12 at Secondary School; or
  - (ii) on the day the person is first employed as an assistant, is at least seventeen (17) years of age and is undertaking, or has completed a Child Care Practice Certificate at a College of Technical and Further Education.

An assistant who is not an adult must be supervised by an appropriately approved Group Leader.

Duties would include, but not be limited to, some or all of the following:

- (A) assist in the implementation of the early childhood program under supervision;
- (B) implement daily routine;
- (C) ensure the health and safety of the children in their care;
- (D) give each child individual attention and comfort as required;
- (E) work in accordance with the licensing requirements of *Education and Care Legislation*;
- (F) understand and work according to the Centre or Service's policy;
- (G) perform general duties associated with the operation of the Centre, including but not limited to all
- (H) aspects of food preparation, service and cleaning/maintenance of all areas of the Centre (internal and external).

- (g) "*Children's Services Worker - 1 Year Qualified*" means an employee who has completed an AQF Certificate III or IV in Children's Services.
- (i) This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.
  - (ii) Duties would include, but not be limited to, some or all of the following:
    - (A) any of the duties of an Assistant Children's Services Worker - Unqualified;
    - (B) co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
    - (C) liaise with parents;
    - (D) ensure a safe environment is provided for the children;
    - (E) ensure that records are maintained and are up-to-date concerning each child in their care;
    - (F) assist in the development, implementation and evaluation of daily routines;
    - (G) be responsible to the Director for the assessment of students on placement;
    - (H) ensure the Centre or Service's policies are adhered to.
    - (I) assist the Director in the assessment of students on placement to the level of their competency;
    - (J) under direction, work with individual children with particular needs;
    - (K) undertake and implement the requirements of quality assurance;
    - (L) administer first aid to the level of their competency when appropriate.
- (h) "*Group Leader - 1 Year Qualified*" means an employee who has completed a Certificate III or IV in Children's Services.
- Duties would include, but not be limited to, some or all of the following:
- (i) carrying out the work of a Group Leader;
  - (ii) the co-ordination of the activities of a group of children;
  - (iii) general supervision of workers in the Centre;
  - (iv) assisting in the Centre's or the Service's administrative functions;
  - (v) any of the duties of Children's Services Worker – One (1) Year Qualified;
  - (vi) to ensure that a developmentally appropriate program is planned and implemented for each child;
  - (vii) to assess the needs of each child and monitor the child's progress;
  - (viii) to maintain effective communication with a parent of each child in the group that the person leads;
  - (ix) administer first aid to the level of their competency when appropriate.

- (i) "*Group Leader - 2 Year Qualified*" means an employee who has completed an AQF Diploma in Children's Services.
- (i) A Registered Nurse who has enrolled in or has successfully completed an appropriate bridging course in Early Childhood studies will also meet the criteria for a 2 Year Qualified Group Leader.
- (ii) Duties would include, but not be limited to, some or all of the following:
- (A) any of the duties of a Group Leader - 1 Year or less;
  - (B) work as the person in charge of a group of children in the age range from birth to twelve (12) years;
  - (C) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
  - (D) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
  - (E) contribute, through the Director, to the development of the Centre or Service's policies;
  - (F) ensure that the policies and practices of the Centre are maintained;
  - (G) administer first aid to the level of their competency when appropriate.
- (j) "*Group Leader - 3 Year Qualified*" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education. Duties will include, but not be limited to, some or all of the following:
- (i) any of the duties of a Group Leader - 2 Year Qualified;
  - (ii) work as the person in charge of a group of children in the age range from birth to twelve (12) years;
  - (iii) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
  - (iv) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
  - (v) contribute, through the Director to the development of the Centre or Service's policies;
  - (vi) ensure that the policies and practices of the Centre are maintained;
  - (vii) administer first aid to the level of their competency when appropriate.
- (k) "*Assistant Director - 2 Year Qualified*" means an employee who has completed an AQF Diploma in Children's Services.

- (l) "*Assistant Director - 3 Year Qualified*" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

Duties of Assistant Director (2 Year Qualified and Minimum 3 Year Qualified) include, but are not limited to, some or all of the following:

- (i) all of the duties of a Group Leader - Minimum 3 Year Qualified;
- (ii) to supervise the programs and the quality of care that the service provides;
- (iii) to maintain the Service's policies and practices;
- (iv) to maintain effective liaison with other agencies in the community;
- (v) to maintain the Centre's records;
- (vi) supervising qualified and unqualified workers;
- (vii) planning and co-ordinating in-service training for the Centre or Service;
- (viii) planning and implementing programs for children with special needs, including, but not limited to, children with disabilities and children of non-English speaking background;
- (ix) take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director;
- (x) administer first aid to the level of their competency when appropriate.

- (m) "*Director 2 Year Qualified*" means an employee who has completed an AQF Diploma in Children's Services.

- (n) "*Director - 3 Year Qualified*" means an employee who has completed a AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

Duties of Directors (2 Year and Minimum 3 Year Qualified) include, but are not limited to, all or some of the following:

- (i) responsibility for the overall administration of the Centre or service;
- (ii) to develop, implement and supervise developmental programs and the quality of care that the Service provides;
- (iii) to maintain the Service's policies and practices;
- (iv) to establish a process for the recruitment, orientation and support of staff;
- (v) to identify and assist in meeting in-service training needs of staff;
- (vi) to establish and maintain effective communication systems with staff/parents;
- (vii) to establish and maintain liaison with other agencies in the community (as required);
- (viii) to maintain the Centre's records;
- (ix) recruit staff in consultation with the Manager/Owner or Licensee of the Centre;
- (x) to keep day-to-day accounts and handle clerical administrative matters;
- (xi) ensure that the Centre or Service adheres to all relevant Regulations;
- (xii) formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- (xiii) all of the duties of an Assistant Director;
- (xiv) administer first aid to the level of their competency when appropriate.

S15.1.2 Outside School Hours Care and Vacation Care

- (a) "*Assistant Children's Services Worker - Unqualified*" means an employee who is unqualified and is employed to assist at an Outside School Hours Care and Vacation Care Service.
- (i) An Assistant must be supervised by a Co-ordinator.
  - (ii) Duties would include, but not be limited to, some or all of the following:
    - (A) supervise children's activities;
    - (B) ensure the health and safety of the children in care;
    - (C) take a genuine interest in the children, their activities and participate in these as much as possible;
    - (D) supervise sports activities;
    - (E) routine communication with parents to the level of the employee's competence;
    - (F) assist in developing and implementing programs/activities;
    - (G) understand and work according to the Centre's policies.
- (b) "*Children's Services Worker - 1 Year Qualified*" means an employee who has completed an AQF Certificate III or IV in Children's Services.
- (i) This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.
  - (ii) Duties would include, but not be limited to, some or all of the following:
    - (A) any of the duties of an Assistant Children's Services Worker - Unqualified;
    - (B) co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
    - (C) liaise with parents;
    - (D) ensure a safe environment is provided for the children;
    - (E) ensure that records are maintained and are up-to-date concerning each child in their care;
    - (F) assist in the development, implementation and evaluation of daily routines;
    - (G) be responsible to the Director for the assessment of students on placement;
    - (H) ensure the Centre or Service's policies are adhered to.
    - (I) assist the Director in the assessment of students on placement to the level of their competency;
    - (J) under direction, work with individual children with particular needs;
    - (K) undertake and implement the requirements of quality assurance;
    - (L) administer first aid to the level of their competency when appropriate.

- (c) "*Assistant Co-ordinator - Qualified - Large Service*" means an employee who is required to assist a Co-ordinator of After School Hours Care as prescribed by the *Education and Care Services National Legislation* to manage a licensed Outside School Hours Care service licensed to accommodate sixty (60) or more children at any time of the day. Their duties include, but are not limited to, some or all of the following:
- (i) all of the duties of an Assistant Children's Services Worker - 1 Year Qualified;
  - (ii) in consultation with the Coordinator prepare, implement and evaluate developmentally appropriate programmes for individual children or groups of children in care;
  - (iii) supervise staff and ensure staff members fulfil their various duties and responsibilities;
  - (iv) ensure a safe environment is maintained for both children and staff;
  - (v) ensure records are maintained accurately for each child in care;
  - (vi) ensure a service's policies and procedures are adhered to;
  - (vii) liaise as need be with members of a child's family;
  - (viii) administer first aid to the level of their competency when appropriate.
- (d) "*Co-ordinator - Unqualified*" means an employee who co-ordinates and manages an After School Hours Care and/or Vacation Care Service for children and has no relevant post-secondary qualification. The duties would include, but not be limited to, some or all of the following:
- (i) develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
  - (ii) supervise the programs/activities, staff and ensure each staff member is fulfilling their relevant duties and responsibilities;
  - (iii) carry out administration tasks including fee collection and receipting, banking, staff pay, etc.;
  - (iv) administer first aid when appropriate to the level of their competency;
  - (v) to work positively in working with parents and/or Committees;
  - (vi) understanding and working in accordance with the Service's policies.
- (e) "*Co-ordinator - Qualified*" means an employee who has completed a AQF Diploma in Children's Services. The duties would include those listed under Co-ordinator - Unqualified.
- (f) "*Joint Union/Employer Validation Committee*" means a Committee with equal representation of union/employer, set up to resolve disputes between employees and employers in relation to incremental levels of pay or to relevant/equivalent qualifications.
- (g) "*Outside School Hours Care*" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres as defined in the *Education and Care Legislation*, outside normal school hours.
- (h) "*Teacher*" means an employee who meets the following criteria:
- (i) that the employee holds a three (3) or four (4) year qualification in early childhood studies as approved under the *Education and Care Legislation*; and
  - (ii) that the employee be registered with the College of Teachers; and
  - (iii) that the employee be required to deliver an educational program.

- (i) "Vacation Care" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres, as defined in the *Education and Care Legislation*, during school vacations.

#### S15.1.3 Coverage

- (a) This Schedule will apply to persons covered by this Agreement engaged in the callings and classifications set out in this Schedule, who are employed at or in Child Care Centres as defined in the *Education and Care Services National Legislation* or Outside School Hours Care, adjunct care, wherein employees are charged with the care of children, and/or the delivery of child care services for whom classifications and rates of pay are herein prescribed.
- (b) This Schedule will not apply to:
  - (i) persons who are in holy orders or who are members of a recognised teaching order;
  - (ii) persons whose service is voluntary and whose service is covered by an exchange of letters between the employer and the volunteer; and
  - (iii) students on work experience or placement.

### S15.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

#### S15.2.1 Contract of Employment

- (a) Employees covered by this Schedule will be advised in writing of their employment category upon appointment.
- (b) Employment categories are outlined in clause 3.1 of the Agreement.

#### S15.2.2 Mixed Functions

- (a) Where an employee is approved in accordance with the relevant legislation to perform a higher duty, and when approved and called upon by the employer to perform that higher duty for four (4) hours or longer per day, such employee will be paid the rate of pay attaching to the higher duty for the actual time worked.
- (b) Provided that paragraph (a) will not apply to Assistant Directors who are acting as the Director of a Child Care Centre:
  - (i) whilst the Director is temporarily absent; or
  - (ii) in cases where there is no Director employed, for a maximum period of six (6) weeks.

#### S15.2.3 Employee Duties

- (a) Extended Duties
  - (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Schedule, provided that such duties are not designed to promote deskilling.
  - (ii) An employer may direct an employee to carry out such duties and use such resources and equipment as may be required, provided that the employee has been trained in the use of such resources and equipment.
  - (iii) Any direction issued by an employer pursuant to subparagraphs (i) and (ii) will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

S15.2.4 Term-Time Employment - Outside School Hours Care

- (a) This subclause applies only to employers who operate facilities to specifically provide Outside School Hours Care, and to employees who are specifically engaged under their contract of employment to provide Outside School Hours Care, and this is the primary purpose of their engagement.
- (b) An employee who consents to such an engagement, may be classified as a term-time employee. The employee's consent to be classified as a term-time employee is to be genuine and in writing and a copy of the written agreement is to be maintained with relevant time and wages records.
- (c) A term-time employee is an employee engaged to work only those weeks of the year deemed to coincide with the provision of primary education to school children in a school setting.
- (d) All entitlements for term-time employees are no less than those for their non-term-time counterparts, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- (e) Non-engaged periods count as service and employment for the purposes of the accrual of paid leave for annual leave, personal/carer's leave and wage increments, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- (f) Where a public holiday falls on a day upon which an employee normally works during term time or any public holiday falling on their annual leave, the employee will be paid at the ordinary hourly rate for the number of hours that would ordinarily be worked by the employee on that day.

S15.2.5 More Than One Engagement - OSHC and Vacation Care

- (a) This subclause applies only to employers who operate facilities to specifically provide Outside School Hours Care and/or Vacation Care, and to employees who are specifically engaged under their contract of employment to provide Outside School Hours Care and/or Vacation Care, and this is the primary purpose of their engagement.
- (b) A part-time employee may be engaged on a casual basis for duties in a separate engagement under this Schedule provided that such engagement satisfies the following criteria:
  - (i) this arrangement is subject to mutual agreement between the employee and employer. Such agreement is to be recorded in writing and maintained with relevant time and wages records;
  - (ii) an employee who elects to take a casual engagement is to be required to work no more than thirty-eight (38) hours in any one (1) week;
  - (iii) the work required to be performed in the separate engagement may be consistent with the usual job description of the employee concerned;
  - (iv) the work required to be performed in the separate engagement does not interfere with the employee's original contract of employment;
  - (v) the work required to be performed in the separate engagement is not designed to avoid overtime obligations;
  - (vi) the separate engagement enables the employee to obtain additional hours and/or remuneration; and
  - (vii) employment on a casual basis performed during the separate engagement does not break the continuity of service of an employee.



- (c) Where the casual engagement requires an employee to travel a distance in excess of that travelled to the usual workplace the employee must be:
- (i) paid for such excess time as for other work; and
  - (ii) either paid the amount prescribed in clause 5.16.9 of the Agreement or be provided with transport by the employer to the workplace.

**S15.3 PART 3 - WAGES AND WAGE RELATED MATTERS**

**S15.3.1 Classifications and Wage Rates and Allowances**

(a) Wage rates

The wage rates of pay are set out in Schedule 1 – S1.8 (Wages, Salaries and Allowances) of this Agreement.

(b) Juniors

- (i) The junior rates prescribed in clause S14.3.1 (b) will apply to the positions of Assistant Children's Services Worker - Unqualified and Children's Services Worker - 1 year qualified.

Junior employees -	% of appropriate adult rate
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 years of age	85

- (ii) Calculation of rates - The rates of pay applying to junior employees will be calculated in multiples of ten (10) cents, with any result of five (5) cents or more being adjusted to the next highest ten (10) cent multiple.

(c) Increments –

- (i) Annual Salary Increments - see clause 5.14 of this Agreement, except part-time employees will be required to complete a minimum of 1,000 hours of service to be eligible for their next increment and the increment will become payable at the expiration of 1,000 hours service or 12 calendar months, whichever occurs later.
- (ii) Credit for Previous Experience – see clause 5.13 of this Agreement.

**S15.3.2 Allowances**

- (a) Broken Shift Allowance – see clause 5.23 (Broken Shift) of this Agreement.
- (b) Telephone allowance

Employees required to make business calls on their private telephone or on a public telephone will be reimbursed the cost of such call.

**S15.4 PART 4 - HOURS OF WORK**

**S15.4.1 Hours of Work**

- (a) Hours of Work - Outside School Hours Care and Vacation Care –
- (i) Outside School Hours Care –
- (A) The ordinary working hours will:
- (1) not exceed 38 hours in any one week;
  - (2) be up to a maximum of 10 hours on any day; and
  - (3) will be worked Monday to Friday inclusive.
- (B) An employee other than a full-time employee will be engaged for a minimum period of two (2) hours per day:
- (1) provided that the two (2) hours may be broken into two (2) periods of not less than one (1) hour.
  - (2) such ordinary working hours will be worked between the hours of 6.00 a.m. and 6.00 p.m.
- (C) Where co-ordinators are required wholly or mainly to supervise children during the operative hours of the program and are required to perform administrative duties in relation to the Outside School Hours Care program, they will be employed for additional time to perform these duties. This additional time will be the equivalent of not less than fifteen (15) minutes per hour, for each hour of contact time with the children.
- (D) Where employees are required to prepare equipment and facilities for the Outside School Hours Care program, they will be allowed adequate paid time to perform these duties.
- (b) Vacation Care –
- (i) The ordinary working hours will be worked continuously excluding meal breaks and will not exceed thirty-eight (38) hours in any one week:
- Provided that where there is agreement between the employer and the employee the ordinary working hours will not exceed ten (10) in any one day.
- (ii) Such ordinary working hours will be worked between 6.00 a.m. and 6.00 p.m. Monday to Friday, inclusive.
- (iii) Where employees are required to prepare equipment and facilities, or perform administrative duties for the Vacation Care program they will be allowed adequate paid time to perform these duties.
- (c) Rosters –
- Where the employer prescribes the ordinary working hours for employees by way of a roster, twelve (12) hours' notice of any change of roster will be provided to the employees; provided however, that in the cases of sickness, unplanned absenteeism or where the employer and the employees concerned mutually agree, the roster may be changed with less than twelve (12) hours' notice.

S15.4.2 Meal Breaks

- (a) Except as hereinafter provided when an employee is employed for at least six (6) hours, such employee will be allowed not less than thirty (30) minutes and not more than one (1) hour for a meal not later than five (5) hours after commencing work; provided that in lieu of the foregoing, by mutual agreement between an employee and the employer an employee may be allowed a paid crib break of one-half hour, such period to be counted as time worked where the employee may be required to supervise children.
- (b) If an employee is required to work through the meal period, other than as prescribed in the proviso to paragraph (a), the time worked will be deemed to be overtime and paid for at the rate of double time and such double time payment will continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay will be made.

S15.4.3 Payment for Meetings

- (a) In each calendar month, where an employee is expected by the employer to attend a meeting or meetings, outside of the employee's ordinary paid working hours and/or usual commencing or ceasing time, such attendance will be paid for at a minimum rate of:
  - (i) single time for the first 1 1/2 (1.5) hours;
  - (ii) time and a half for all time in excess of one and a half (1 1/2) hours and up to and including three (3) hours; or
  - (iii) double time for all time in excess of three (3) hours.
- (b) In paragraph (a), "*meeting*" includes, but is not limited to, staff meetings, meetings to discuss accreditation requirements, meetings with parents and meetings where training is delivered.

## **SCHEDULE 16 LONG SERVICE LEAVE - TEACHERS**

*This Schedule will be read subject to the provisions of this Agreement.*

### **S16.1 Application of Schedule**

This Schedule will apply to all teachers employed in schools conducted by Catholic Education employing authorities but will not apply to such teachers as are in Holy Orders or are members of a recognised Religious Teaching Order.

### **S16.2 Definitions**

- (a) "Eligible service" means continuous service with the employer as from 1st January 1982, and where a teacher is employed by a school at that date it will include all continuous service at that school as from 1st January 1975.
- (b) Long service leave entitlements not to be reduced.
- (c) Nothing in this Schedule will be deemed or construed to diminish the conditions of long service leave any teacher was receiving prior to the date of coming into operation of this Schedule.

### **S16.3 Amount of Long Service Leave**

- (a) A teacher will be entitled to long service leave on full pay in respect of eligible service and the amount and further amounts of that long service leave will be as follows:
  - (i) in respect of eligible service completed prior to the date of commencement in accordance with the Act.
  - (ii) in respect of ten (10) years' eligible service undertaken as from the dates specified from the various individual Employers hereunder - thirteen (13) weeks' long service leave.
- (b) As from 1st January 1973 - Teachers employed by the Sacred Heart Fathers;
- (c) As from 1st January, 1982 - Teachers employed by the Augustinian Friars, Brigidine Sisters, Christian Brothers, De La Salle Brothers, Franciscan Friars, Franciscan Sisters, Good Samaritan Sisters, Loreto Sisters, Marist Brothers, Mercy Sisters (All Hallows), Oblates of Mary Immaculate, Presentation Sisters, Sisters of Charity, Sisters of the Sacred Heart of Jesus, Ursuline Sisters;
- (d) As from 1st January 1983 - Teachers employed by the Mercy Sisters (Cairns);
- (e) As from 1st January 1985 - Teachers employed by the Directors of Catholic Education of the Archdiocese of Brisbane and of the Dioceses of Cairns, Rockhampton, Toowoomba and Townsville, Josephite Sisters, Mercy Sisters (Rockhampton), Mercy Sisters (Townsville).
- (f) In respect of a further or subsequent ten (10) years' eligible service completed after the date of commencement-thirteen (13) weeks long service leave.

### **S16.4 Transitional Arrangements**

Where a teacher ceases employment with the employer prior to 1st January, 1985, and thereby payment in lieu of long service leave is made, the operative date for the calculation of eligible service as in clause S16.3 (a) will be the date of commencing continuous service at the school by which the teacher was employed at 1st January, 1982, notwithstanding that such date may be prior to 1st January, 1975.

### **S16.5 Date of Operation**

This Schedule replaces the *Teachers - Catholic Schools (Long Service Leave Scheme) Industrial Agreement*.

## **SCHEDULE 17 MISCELLANEOUS PROVISIONS FROM PREVIOUS AGREEMENTS**

### **S17.1 Participation in Planning, Pastoral and Curriculum Matters**

S17.1.1 The provisions of this clause apply to employees of All Hallows' School.

- (a) It is agreed that participation in planning, pastoral and curriculum matters is an important element in maintaining the efficient and effective operation of the school.
- (b) The Employer recognises the professional commitment of teachers who often provide their services, on a voluntary basis, in excess of the hours specified in clause 4.22 of this agreement.
- (c) For All Hallows' School, it is agreed that where reasonable and where necessary, and by consultation with, and mutual agreement from the teaching staff affected, meetings and tasks outside the provision of clause 4.22 may occur for professional development of staff, planning, curriculum and pastoral matters. Implementation of these provisions will be determined by a consultative process at the school level. Staff may, at any time, exercise their right to consult with their union on the Industrial implications of any proposals. The operation of this clause is subject to the clause 2.4 Procedures for Preventing and Settling Disputes.
- (d) Having reached agreement through the process outlined in clause 2.1, attendance at such meetings and the performance of such tasks shall not be unreasonably withheld by the teaching staff affected.
- (e) It is agreed that this provision is not be read as a variation of clause 4.22 of this Agreement but rather recognises the professional commitment of the teaching staff.

S17.1.2 This clause applies to Mt Alvernia College, St Rita's College. St Ursula's College Toowoomba and St Ursula's College Yeppoon.

- (a) The parties agree that participation in planning, curriculum and pastoral meeting is an important element in maintaining the efficiency and effective operation of the college, and in meeting the objectives of the college Mission Statement.
- (b) The parties agree that where necessary, and by consultation with, and agreement from the teaching staff affected, meetings outside the provisions of the Schedule 3 Hours of Duty (Teachers) may occur for planning, curriculum and pastoral needs. In these circumstances additional hours of duty will be worked. Agreement to attend these meetings shall not be unreasonably withheld by the teaching staff affected.

S17.1.3 This clause applies only to Mt Alvernia College, St Ursula's College Toowoomba and St Ursula's College Yeppoon.

It is agreed that this provision is not to be read as a variation of the Schedule 3 - Hours of Duty (Teachers), but rather recognises a determination by teaching staff affected to meet these needs as part of their professional commitment.

S17.1.4 This clause applies only to St Rita's College.

In accordance with current practice it is anticipated that the majority of these meetings will be organised through the college middle management as part of their delegated responsibilities from the Employer. The parties agree that this provision is not be read as a variation of the Schedule 3 - Hours of Duty (Teachers), but rather recognises a determination by teaching staff affected to meet these needs as part of their professional commitment.

S17.1.5 This clause applies only to Mt. St. Michaels College.

It is agreed that participation in staff and management meetings is an important element in maintaining the efficient and effective operation of the college, and meet the objectives of the college's Mission Statement.

## **S17.2 Pastoral Care Responsibilities**

This clause applies to the following Employing Authorities: Downlands College, Iona College, Marist College Ashgrove, Padua College and Edmund Rice Education Australia (EREA) Schools/Colleges and Villanova College.

- (a) The parties to the Agreement acknowledge the importance of the pastoral care role each member of staff has towards the students placed in the care of the college/school. It is agreed that staff have a responsibility to:
  - (i) always act and speak with students in ways that uphold the Mission Statement of the college/school. For EREA schools/colleges this includes modelling the high standards contained in the 'Edmund Rice Education Statement'; and
  - (ii) participate to a level appropriate to the position held, in college/school pastoral care programs by contributing towards the program, and by participating in the pastoral group with students.
- (b) Any such involvement shall be consistent with the Schedule 3 - Hours of Duty (Teachers).
- (c) For EREA Schools it is agreed that staff also have the responsibility to liaise with parents with respect to welfare and progress of each student in the assigned pastoral care group. Involvement in pastoral care activities shall be consistent with the Schedule 3 - Hours of Duty (Teachers).

## **S17.3 Pupil Free and Staff Days**

### **S17.3.1 This clause applies only to Lourdes Hill College**

The provisions relating to professional development and pupil free days will be dealt with between the IEUA and Lourdes Hill College Ltd. through an exchange of letters.

### **S17.3.2 This clause applies only to Mt. St. Michaels College**

- (a) The parties recognise that professional development is an important element in achieving the college's Mission and Objectives. With a view to enhancing professional development outcomes the employer and employees agree to negotiate, at a college level, the number and distribution of staff and pupil free days required to meet professional development and other college requirements.
- (b) For the purpose of this provision "Pupil Free Days" are days during term on which pupils do not attend college and "Staff Days" are days during vacation periods on which staff attend college for professional development training or non-teaching activities associated with the college's operations.
- (c) Current practice is three (3) days in January, and one (1) day on Holy Thursday. Pupil Free Days will be held on the first day of Terms 1 and 3, the Monday following Open Day, the designated Panel Day, Year 12 Graduation Day in Term 4 and the week following the end of the college year for students.

### **S17.3.3 This clause applies only to Iona College, Marist College Ashgrove, Padua College and Villanova College**

- (a) The parties recognise that professional development is an important element in achieving the college's Mission and Objectives. With a view to enhancing professional development outcomes, the parties agree to negotiate, at the college level, the number and distribution of staff and pupil free days required to meet professional development and other college requirements.

- (b) For the purpose of this provision “pupil free days” are days during term on which pupils do not attend college and “staff days” are days at the beginning and/or end of vacation periods on which staff attend college for professional development training or non-teaching activities associated with the college’s operations.

S17.3.4 This clause applies only to Brigidine College

- (a) The parties recognise that professional development is an important element in achieving the college’s mission.
- (b) They acknowledge the need for reflection and preparation, particularly prior to the commencement of a semester’s work. The Employees agree to participate in three (3) days of in-service and preparation (normally on the Wednesday, Thursday and Friday) in the week before classes recommence, in January of each year. These three (3) days are in addition to any existing arrangement.
- (c) The program of three (3) days shall be determined through consultation with employees and would generally involve no more than one (1) day of externally facilitated, whole-staff Professional Development activities.

S17.3.5 This clause applies only to St. Ursula’s College Yeppoon

- (a) The parties recognise that professional development is an important element in achieving the college’s mission and objectives.
- (b) For the purpose of this provision “Pupil Free Days” are days during term on which pupils do not attend college and “Staff Days” are the gazetted days during vacation periods on which staff attend college for professional development training or non-teaching activities associated with the college’s operations.
- (c) The parties agree that, in addition to the three (3) gazetted Staff Days and the four (4) Pupil Free Days taken by the Rockhampton Diocesan schools, out of the remaining Pupil Free Days created by the boarding school Holiday, four (4) days be set aside for professional development. The allocation of these days and the form of professional development shall be negotiated with staff and college management.
- (d) The parties agree to the practice of meeting with parents for up to three (3) hours per day on each of the following weekends:
  - (i) on the weekend prior to the commencement of college;
  - (ii) on Speech weekend;
  - (iii) on one other weekend negotiated between management and staff.
- (e) In recognition of this, three (3) of the remaining Pupil Free days created by boarding school holidays shall be granted as leave, the dates of which will be negotiated annually.

S17.3.6 This provision applies to Stuartholme School only

Teaching staff will be entitled to four (4) days additional vacation, at the Easter vacation. Teaching staff will, in lieu, be required to attend work for administration and/or professional development purposes on the Monday and Tuesday of the first week of the June/July vacation and two (2) days to be negotiated from time to time, falling in the week following the end of the school year in December or in the week prior to the commencement of the school year.

## **S17.4 Commitment**

S17.4.1 This clause applies to St Ursula's College, Toowoomba only

- (a) The Boarding Staff agree to be available, on a rostered basis, as needed on 'Home Weekends' (once per term), when a small number of students are unable to go away from the college for the weekend. This will happen at most, once per year, and will not affect regular days off.
- (b) Again, on a rostered basis, one member of staff will remain on duty overnight on the last night of term or return during the afternoon on the day before term begins to cater for the varying travel departures and arrival times for students.
- (c) The Boarding Staff see this as an implication and extension of their care for the students.

S17.4.2 Clauses applying to Stuartholme School only

(a) Camp Activities

Staff involved in camps and similar activities shall be paid a living away from home allowance at the rate of twenty per cent (20%) of their ordinary daily rate for each day so involved.

(b) Higher Degrees

(i) From the first full pay period on or after 1 July 2019, a teacher who holds a Masters Degree or a PhD from a recognised university shall be granted an allowance of \$3,723 per annum above any other allowance in recognition of advanced academic standing.

(ii) Such an allowance will be subject to the same percentage increases as apply to other allowances.

(c) State and National Representation

Staff absent on State and National sporting and other representative duties associated with the staff member's professional role shall be granted paid leave.

(d) Renewal Leave for Teaching Staff

(i) Teaching employees may make application for Renewal Leave for a period of up to one full year away from work to pursue activities such as further education, professional experience, employment in other industries, and approved study.

(ii) Renewal leave recognizes that the quality of teaching and learning educational outcomes may be enhanced by experiences out of the school environment.

Renewal Leave is by negotiation with the principal and is granted at the employer's discretion.

(e) Additional Negotiated Professional Development

Staff commit themselves to undertaking up to sixteen (16) hours of additional negotiated professional development per annum, (calculated on a pro rata basis for part-time staff). This time is to be used for:

(i) 'twilight' programmes on a whole or part school, or whole/part department basis to a maximum of six (6) hours per annum;

(ii) Negotiated and agreed programmes of either an individual or group nature.



(f) Class Sizes

Notwithstanding the provisions of clause 4.24 of this Agreement, optimum class size should not exceed 30 students in Years 8 and 9, 28 students in Year 10 and 25 students in Years 11 and 12.

(g) Release Time for Curriculum and Program Writing

Time release shall be provided to staff involved in writing work programs for new and existing subjects including TAFE accredited programs where this is a compulsory requirement of an external accrediting body such as the Queensland Studies Authority of TAFE provider. The quantum of time release and the timing of this release shall be negotiated between the staff member or members and Senior Management but shall not be less than two (2) days per program.

## **SCHEDULE 18 SUPPORTED WAGE SYSTEM**

### **S18.1 Application**

S18.1.1 This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

### **S18.2 Definitions**

S18.2.1 In this Schedule:

- (a) *“Approved assessor”* means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system.
- (b) *“Assessment instrument”* means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- (c) *“Disability support pension”* means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.
- (d) *“Relevant minimum wage”* means the minimum wage prescribed in this award for the class of work for which an employee is engaged.
- (e) *“Supported wage system (SWS)”* means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au).
- (f) *“SWS wage assessment agreement”* means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate.

### **S18.3 Eligibility Criteria**

S18.3.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

S18.3.2 This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### **S18.4 Supported Wage Rates**

S18.4.1 Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause S21.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60

70	70
80	80
90	90

S18.4.2 Notwithstanding clause S18.4.1, the minimum amount payable must be not less than \$87 per week.

S18.4.3 Where an employee's assessed capacity is ten per cent (10%), they must receive a high degree of assistance and support.

#### **S18.5 Assessment of Capacity**

S18.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

S18.5.2 All assessments made under this Schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

#### **S18.6 Lodgement of SWS Wage Assessment Agreement**

S18.6.1 All SWS wage assessment agreements under the conditions of this Schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

S18.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within ten (10) working days.

#### **S18.7 Review of Assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

#### **S18.8 Other Terms and Conditions of Employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

#### **S18.9 Workplace Adjustment**

An employer wishing to employ a person under the provisions of this Schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### **S18.10 Trial Period**

S18.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

S18.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

- S18.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- S18.10.4 Work trials should include induction or training as appropriate to the job being trialled.
- S18.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause S18.5.

**SCHEDULE 19**

**SIGNATORIES**

Signed for and on behalf of **All Hallows' School Limited**

ABN: 99 143 964 372

Postal Address:

All Hallows' School  
547 Ann Street  
BRISBANE QLD 4000

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(Signature)

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(Full Name)

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Brigidine College Indooroopilly**

ABN: 89 109 598 905

Postal Address:

Brigidine College  
53 Ward Street  
INDOOROOPILLY QLD 4068

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(Signature)

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(Full Name)

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Downlands College Limited**

ABN: 96 071 878 478

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(Signature)

Postal Address:

-----  
(Full Name)

Downlands College  
PO Box 250  
TOOWOOMBA QLD 4350

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Iona College Limited**

ABN: 32 127 678 675

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(Signature)

Postal Address:

-----  
(Full Name)

Iona College  
PO Box 351  
WYNNUM CENTRAL QLD 4178

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Loreto Coorparoo Limited**

ABN: 26 609 863 943

-----  
(Signature)

Postal Address:

-----  
(Full Name)

Loreto College  
Cavendish Road  
COORPAROO QLD 4151

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Lourdes Hill College**

ABN: 84 010 639 460

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(Signature)

Postal Address:

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(Full Name)

Lourdes Hill College  
86 Hawthorne Road  
HAWTHORNE QLD 4171

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Mount Alvernia College Limited**

ABN: 72 092 899 075

Postal Address:

Mount Alvernia College  
82 Cremorne Road  
KEDRON QLD 4031

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(Signature)

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(Full Name)

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)



Signed for and on behalf of **Edmund Rice Education Australia  
Colleges Ltd**

ABN: 71 659 944 831

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(Signature)

Postal Address:

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(Full Name)

Xavier Province Centre  
70 Kate Street  
INDOOROOPILLY QLD 4068

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Edmund Rice Education Australia  
Flexible Schools Ltd**

ABN: 52 659 978 846

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(Signature)

Postal Address:

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(Full Name)

Xavier Province Centre  
70 Kate Street  
INDOOROOPILLY QLD 4068

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Marist Schools Australia Limited**

ABN: 13 937 359 780

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(Signature)

Postal Address:

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(Full Name)

C/- Marist College Ashgrove  
PO Box 82  
ASHGROVE QLD 4060

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Mt. St. Michael's College Limited**

ABN: 90 058 186 520

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(Signature)

Postal Address:

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(Full Name)

Mt St Michael's College  
67 Elimatta Drive  
ASHGROVE QLD 4060

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Padua College Limited**

ABN: 20 072 693 700

Postal Address:

Padua College  
80 Turner Road  
KEDRON QLD 4031

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(Signature)

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(Full Name)

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **St Patrick's College Townsville Limited**

ABN: 30 153 409 413

Postal Address:

St Patrick's College  
45 The Strand  
TOWNSVILLE QLD 4810

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(Signature)

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(Full Name)

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **St. Rita's College Limited**

ABN: 61 054 678 349

-----  
(Signature)

Postal Address:

-----  
(Full Name)

St Rita's College  
41 Enderley Road  
CLAYFIELD QLD 4011

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **St. Ursula's College Limited**

ABN: 63 054 678 358

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(Signature)

Postal Address:

-----  
(Full Name)

St Ursula's College  
42-62 Queen Street  
YEPPOON QLD 4703

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **St. Ursula's College, Toowoomba**

ABN: 27 122 661 858

-----  
(Signature)

Postal Address:

-----  
(Full Name)

St Ursula's College  
PO Box 2284  
TOOWOOMBA QLD 4350

-----  
(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Stuartholme School**

ABN: 19 091 211 451

-----  
(Signature)

Postal Address:

-----  
(Full Name)

Stuartholme School  
Birdwood Terrace  
TOOWONG QLD 4066

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of **Villanova College**

ABN: 47 103 181 362

-----  
(Signature)

Postal Address:

-----  
(Full Name)

24 Sixth Avenue  
COORPAROO QLD 4151

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of the **Independent Education Union  
of Australia – Queensland and Northern Territory Branch**

ABN: 74 662 601 045

Postal Address:

346 Turbot Street  
SPRING HILL QLD 4000

-----  
(Signature)

Terence P. Burke

-----  
(Full Name)

Secretary

-----  
(Position)

-----  
(Date)

In the presence of -

-----  
(Signature)

-----  
(Full Name)

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(Position)

Signed for and on behalf of the **United Workers Union**

ABN: 52 728 088 684

Postal Address:

United Workers Union  
27 Peel Street  
South Brisbane QLD 4101

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(Signature)

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(Full Name)

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)

Signed for and on behalf of the **Australian Nursing and  
Midwifery Federation/Queensland Nurses and Midwives'  
Union of Employees**

ABN: 43 880 656 135

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(Signature)

Address:

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(Full Name)

106 Victoria St, West End  
BRISBANE QLD 4101

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(Position)

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(Date)

In the presence of -

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(Signature)

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(Full Name)

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(Position)