



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Corporation of the Trustees of the Roman Catholic Archdiocese of  
Brisbane**  
(AG2020/2030)

## **CATHOLIC EMPLOYING AUTHORITIES SINGLE ENTERPRISE COLLECTIVE AGREEMENT - DIOCESAN SCHOOLS OF QUEENSLAND 2019-2023**

Education services

DEPUTY PRESIDENT LAKE

BRISBANE, 25 NOVEMBER 2020

*Application for approval of the Catholic Employing Authorities Single Enterprise Collective Agreement - Diocesan Schools of Queensland 2019-2023 – agreement approved – application for variation or amendment under s.217 or s.586.*

### **Background**

[1] An application has been made for approval of an enterprise agreement known as the *Catholic Employing Authorities Single Enterprise Collective Agreement - Diocesan Schools of Queensland 2019-2023* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane; The Roman Catholic Trust Corporation for the Diocese of Cairns; The Roman Catholic Trust Corporation for the Diocese of Rockhampton; The Roman Catholic Trust Corporation for the Diocese of Townsville; and the Corporation of the Roman Catholic Diocese of Toowoomba (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Australian Nursing and Midwifery Federation (**ANMF**), The United Workers Union (**UWU**) and the Independent Education Union (**IEU**) are bargaining representatives of the Agreement. The ANMF filed an F18 supporting approval. The IEU filed an F18 supporting approval, but subject to several concerns raised in response to the F17. The ANMF filed an F18 indicating that they opposed approval of the Agreement, levying concerns with the Agreement.

[3] All parties to the Agreement agreed that this matter should be heard alongside the application for approval of the “Catholic Employing Authorities Single Enterprise Collective Agreement - Religious Institutes Schools Queensland 2019 – 2023.” Given the degree of

similarity, I agreed to hear the matters together. A separate Decision approving that agreement has also been published.<sup>1</sup>

[4] Alongside the applications for approval, a Form 1 was filed in respect of each agreement regarding a variation or correction under s.217 or s.586 of the Act.

### **Outstanding Issues**

[5] Chambers raised concerns and invited further submissions from the parties. Submissions were provided by the parties and a hearing was scheduled to hear the parties on the outstanding issues. Prior to the hearing, Chambers issued directions instructing the parties to convene and prepare an agenda of outstanding issues, as draft undertakings had been provided that alleviated many of the initial objections. An agenda was provided which outlined two final issues that required attention.

[6] At this point, the UWU confirmed *“that the employer response adequately addresses any issues within the UWU areas of coverage and [they did] not seek to be further heard in the matters”*.

[7] Prior to the hearing, I sought confirmation that unions did not press any submissions other than those raised in the most recent agenda. The IEU provided:

*“The IEUA-QNT confirms that (from our point of view) the only matters for determination tomorrow are the two matters identified in the attachment to Mr Kelly’s email on 26 October 2020. The IEUA does not press any other submissions”*.

[8] The ANMF provided:

*“We have had an opportunity to review the Agenda items provided by the Applicant which reflect the resolution of the issues as they relate to school nurses as identified by the Commission. On that basis the issues which the QNMU had with the Agreement are now resolved”*.

[9] The UWU provided:

*“UWU has had the opportunity to review the matters of concern identified by FWC and the Agenda items provided yesterday. UWU confirms that the employer response adequately addresses any issues within the UWU areas of coverage and we do not seek to be further heard in the matters”*.

[10] On this basis I was satisfied the only matters that required addressing at the hearing were those in the agenda. The matters were jointly heard at Brisbane, on Friday 30 October 2020.

[11] At the hearing, the Applicant was represented by Mr Ray Kelly, of the Queensland Catholic Education Commission, and Mr Colin O’Neill, on behalf of the Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane, trading as Brisbane Catholic Education.

[12] Mr John Spriggs, Senior Industrial Officer, and Ms Monique Roosen, Industrial Services Officer, appeared for the IEU.

[13] Mr Christopher Murray, Industrial Officer, appeared on behalf of the ANMF.

[14] Mr Murray, for the ANMF stated that they no longer had any outstanding issues and supported the position of the IEU with respect to the outstanding Agenda items.

[15] I heard from the parties on the two outstanding issues raised in the Agenda, with the previous objections being addressed by the undertakings provided by the Applicant.

[16] The remaining issues focussed upon:

- That there is no right to request causal conversion for the relevant casual employees (which excludes Teachers and School Officers, as there exist limitations on their maximum period of casual employment); and
- That under the Agreement, a termination payment would be payable as late as one fortnight after termination, as opposed to 7 days as required by the Award.

[17] Following the hearing, a conference was conducted which the IEU and the Applicant attended; the ANMF having nothing else to add chose not to attend. At this conference the remaining agenda items were addressed and it appeared there may be the opportunity for a further conference to ameliorate these issues.

[18] On 2 November 2020, I directed the parties to attend a further conference to address the outstanding agenda items and copy of the written submissions of the Applicant (which included two further draft undertakings to address the outstanding issues) were provided to the unions. A copy of the Unions' written submissions was requested.

[19] On 4 November 2020, the IEU provided their submissions. These addressed the submissions at the hearing and asserted that the further undertakings provided by the Applicant would prevent the Agreement passing the BOOT. In these further undertakings, the minimum and maximum hours that a part-time Services Staff employee could undertake were removed. The IEU raised concerns that removal of the 12-hour minimum would cause a financial detriment and therefore be a cause for concern in the Agreement passing the BOOT.

[20] These submissions were drafted after a meeting between the IEU and the Applicant on 3 November 2020. They therefore included the updated position of the IEU following those discussions. The new position highlighted that, provided current engagements were not altered, there would be no detriment:

***Recent assertions from employers and impact on IEU Submissions***

26 *In discussion between the employer and employee representatives on Tuesday 3 November 2020, the employer representatives stated (in response to concerns identified by the IEUA both on 30 October and on 3 November 2020) that clauses 3.2.2, 3.2.3, and (particularly) 3.2.4 of the proposed enterprise agreement would*

*prevent an employer from reducing the current minimum hours of employment of a part time employee.*

27 *Clause 3.2.4, provides as follows:*

*“Subject to clause 8.5.3 the agreed number of ordinary hours per week may be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.”*

28 *For the sake of completeness we record that clause 8.5.3 provides as follows:*

*“The normal starting and finishing times of ordinary hours shall be established at the point of engagement. The normal starting and finishing times can only be varied:*

- (a) by the employer giving two (2) weeks’ notice of the change; or*
- (b) where the employee agrees to the change.*

29 *The employers stated that clause 8.5.3 deals only with normal starting and finishing times, and does not deal with the quantum of hours for which an employee is engaged.*

30 *Further, the employers stated that clause 3.2.4 does not permit a unilateral variation of the quantum of ordinary hours by the employer, rather that clause only allows such a variation “by mutual agreement.”*

31 *If the employers’ statements, as detailed at points 26 to 30 above are accepted, then the employer could not reduce the minimum engagement of a part time employee (other than by mutual agreement), and hence such an employee would not be “likely” to suffer a “financial detriment”.*

32 *The further consequence, then, would be that the FWC would not be prevented from accepting the Undertaking (Attachment 1) as proposed by the employers.*

33 *However, the above reasoning would not be obvious to the average employee in a school or college. The IEUA, therefore, respectfully requests that if the Commission as currently constituted is minded to accept the proposed undertakings on behalf of the employers, then the Commission’s Decision specifically note that the Undertaking which would result in the removal of the minimum periods of ordinary hours is accepted on the basis that an employer cannot alter such periods, except by mutual agreement.*

**[21]** On 11 November 2020, I wrote to the parties seeking confirmation that the undertakings addressed any remaining concerns. The IEU concurred with the undertakings provided, noting one caveat as follows:

*“The IEUA, with one caveat, concurs with the Undertakings provided on behalf of the employers. In the event that the Commission approves the subject Agreements, then the IEUA respectfully reiterates its request that the Commission note in its Decision*



*that the Undertaking which removes the minimum engagement provisions for certain part time employees is accepted on the basis that an employer cannot alter such minimum engagement periods, except by mutual agreement”.*

[22] The ANMF and UWU supported the position of the IEU. For the purposes of this approval, I note that the removal of the minimum engagement provision for those particular part-time employees can only be done by mutual agreement.

[23] The Applicant has provided written undertakings. In accordance with s.190 of the Act, I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are attached to the Agreement and are taken to be a term of the Agreement.

### Variations

[24] The Form 1 filed in respect of both agreements had several variations, which could be grouped into two categories:

- Minor corrections to expression (changing time to 24-hour time), heading numbering and inserting asterixis to bring to employees’ attention their correct entitlements (**the Minor Amendments**); and
- Correcting the uniform allowance found in the schedule from roughly \$19.70 down to \$6.00, so that it accurately reflects the employees’ intended entitlement (**the Uniform Amendments**).

#### *The Minor Amendments*

[25] As to the Minor Amendments, it is clear that this is an exercise of the intended function under s.217, or under s.586 of the Act.

[26] The corrections sought remove ambiguity, or alternatively increase clarity. Mr Spriggs submitted at the hearing on behalf of the IEU that “the range of other issues that are involved in the Form F1 we think are exceptionally sensible additions to make the document more readable”.<sup>ii</sup> Mr Spriggs added:

*“MR SPRIGGS: Yes, well if I could pick one of the most obvious ones as an example, in July next year notwithstanding the body of the agreement says there's a 2.5 per cent wage increase, there's a cohort of employees that will receive a 4.5 per cent wage increase. One of the variations is to put an asterisk and say that the actual wages are higher than the 2.5 per cent increase in the body of the agreement because of a re-alignment of classifications. So as I've said in our opinion they are sensible and they actually go to making it, as you said, more readable, better understood.”<sup>iii</sup>*

[27] As to the section under which any amendments or corrections would appropriately be made, the Applicant submitted:

*“MR KELLY: Just on those other issues, Deputy President, we think they'd be amenable to change pursuant to section 217, because the actual provisions in the agreement as*

*they stand create an ambiguity for employees, so section 217 could be the discretion you could use or the alternative section 586 as well.”<sup>iv</sup>*

[28] I am inclined to agree that the Minor Amendments should be allowed. This could be done either under s.217 or s.586 of the Act, but for clarity this amendment is made under s.217, as the Minor Amendments are properly concerned with some uncertainty, borne from various errors.

#### *The Uniform Amendments*

[29] In accordance with the agenda as filed, the Applicants sought the Uniform Amendments, as explained below, to “align the weekly quantum of the Uniform allowance for Services Staff to that outlined in Table 4 (No. 7) and Table 5 (No. 5) of the Agenda, namely “\$6.00”.<sup>v</sup> The Applicant clarified at hearing:

*“MR KELLY: ... So in relation to when the applications for approval of the agreements were lodged in July, in addition to the form 16s there was also two form 1 applications for variations of the agreement, and I'd just like to go through those applications at this point in time. Now at the outset as was foreshadowed in the actual agenda that was submitted on 26 October, there is an amendment that we're seeking to be made to those form 1 applications and those amendments are basically to align the uniform allowance that is outlined in - it's on page 17 of the agenda, so that we're using that one consolidated document. There's an increase of those rates to \$6. In the original form 1 application the amounts were \$5.80, \$5.90 and \$5.96, from memory, but in conversations and discussions with my friend Mr Spriggs and given the BOOT issues, we're seeking an amendment to that form 1 for all those figures in the allowance for uniform to be \$6.”<sup>vi</sup>*

[30] In its written submissions the Applicant stated:

*“The amount of \$6.00 per week is the same for other employee cohorts (School Officers and Boarding Supervision Staff) in undertakings numbered 24 and 25 of Table 3 of the Agenda, which in turn is the same amount in the Modern Award (see clause 19.3(c)). This amendment removes any BOOT concerns arising from the original Form 1 Applications and the amounts that were outlined”<sup>vii</sup>.*

[31] The Applicant submitted that “[w]ith these amendments being made”, the changes as sought in the Form F1 applications are not opposed by any respondent unions, and are not considered contentious as a result of discussions that took place between the parties further to the Commission’s directions of 7 October 2020.

[32] As to the amendments sought in relation to the uniform allowance, the Applicant submitted that the removal of the “operative \$5.00 per week allowance from the currently applying enterprise agreements ... as outlined in the Form 1 Applications was in error”.<sup>viii</sup>

[33] At hearing, the amendments as sought were raised as follows:

*“MR KELLY: Yes, that's right. It would be page 15 and page 17 because there's two separate form 1s for each of the separate applications for approval of the agreements.*

*THE DEPUTY PRESIDENT: The numbers in there are \$19, \$20 and \$20.69, is that - -*

*MR KELLY: Which is in the current - those are the current figures in the agreement that was lodged and this is the application to amend those figures to the \$6.*

*THE DEPUTY PRESIDENT: That's - -*

*MR KELLY: And I've got some submissions in relation to that, Deputy President.*

*THE DEPUTY PRESIDENT: You should make those submissions, yes, I'm interested to see how you can give me the power to reduce some benefits that were put in an agreement that was voted on but - -*

*MR KELLY: If you can bear with me.*

*THE DEPUTY PRESIDENT: If you have something novel and interesting I'm sure my colleagues down south would love to see it as well.*

*MR KELLY: Let's give it a whirl. So I'm assuming that you've accepted the amendments to that form 1 application, not the approval of the form 1 application but just the amendments to those \$6. So with these amendments, if they've been accepted by the Commission, the changes then sought by the applicants in the form 1 applications are not opposed by any respondent unions or considered contentious as a result of the discussions that took place between the parties in accordance with the Commission's directions of 7 October 2020, which my colleague Mr Spriggs had confirmed at the outset of this hearing.*

*In relation to the amendments sought for the uniform allowance, there is information outlined in the form 1 as to the factual matrix that occurred there. The removal of the operative \$5 per week allowance from the currently applying agreements which I have noted in paragraph 43 of my submissions, but I'll just take those as read, those changes to the removal of that \$5 reference in the agreement was in error. In the Full Bench decision of the ANMF v Domain Aged Care, this is on page 11 of my submissions, and that's 2019 Full Bench decision, the majority in that case and referring to section 586 of the Act stated and I quote from paragraph 52, and I have copies of the decisions if you would like me to hand them up.*

*THE DEPUTY PRESIDENT: I think there's a quotation from Shakespeare in that one.*

*MR KELLY: Yes, I think there is.*

*THE DEPUTY PRESIDENT: If that's the one I remember.*

*MR KELLY: I'm not focusing on the quotation though.*

*THE DEPUTY PRESIDENT: No, it did strike me though that Shakespeare had entered the Commission.*

*MR KELLY: Yes, and it even got a footnote as well, so - sorry, did I hand up two - sorry, there's one copy for the union, sorry, Associate, I didn't have a fourth copy. So I've just handed up that for your information but I'll be concentrating on paragraph 52 which I have highlighted there wherein it says:*

*In our view, corrections or amendments to agreements should be made sparingly.*

*THE DEPUTY PRESIDENT: Yes.*

*MR KELLY: However, in that case the majority went on to state in the circumstances of that case which did involve an amendment to a disputed - so there was a disputed coverage clause between the parties in this which we would put is a significant issue in relation to these matters in your exercise of your discretion in relation to section 586. So it was a disputed coverage clause between the employer and the union, and I quote from paragraph 45 where the majority said:*

*This is the type of obvious error that would be amenable to correction under section 586.”<sup>1x</sup>*

**[34]** The Applicant submitted the decision of *Construction, Forestry, Maritime, Mining and Energy Union*,<sup>x</sup> provided confirmation, which will be addressed later.

**[35]** The Applicant submitted that in seeking the Commission to exercise its discretion pursuant to s.586 in relation to the uniform allowance, “there are particular circumstances that apply in this case that are unique to the circumstances in other cases:

- a) Importantly, the application to change the uniform allowance to \$6.00 per week is not opposed by any party (ie. it is not a contested issue);
- b) It has been the subject of discussions by the parties in accordance with the Commission Directions of 7 October 2020;
- c) The change from the \$5.00 per week outlined in the relevant clauses of the current applying enterprise agreements (see paragraph 43) above for details) was:
  - i) an obvious error;
  - ii) not the subject of any claims by any party in negotiations for the Agreements;
  - iii) not discussed at any time during negotiations or drafting of the Agreements;
  - iv) not part of the explanation of changes document relating to the Agreements (see Attachment 5 of the Form 17 Declarations for both Applications) provided to relevant employees as part of the “access period” requirements of the Act;
  - v) not expected to be mentioned by, or to, any employees in any information sessions about the Agreements as part of the “access period”;
  - vi) not expected to have been known or relied upon by any employees, or at the very least, a significant majority of employees who voted to approve the Agreements;

- vii) not expected to have affected the approval of the Agreements in the employee ballots in any way, or at the very least, in any material way; and
- d) If the change was not made as sought, then there would be extreme differences in the amount of the uniform allowance paid to different cohorts of employees covered by the same Agreements (\$6.00 compared to \$20.69 come 1 May 2021) that are not able to be rationally justified.”<sup>xi</sup>

[36] At hearing the Applicant submitted:

*“... importantly the application to change the uniform allowance to \$6 per week is not opposed by any party. That is it's not contested.”*<sup>xii</sup>

[37] The Applicant submitted that in granting the corrections or amendments as sought, the Commission would be:

*“...performing its functions in a manner consistent with the requirements of sections 577 and 578 of the Act, namely that:*

- a) “is fair and just”;
- b) “promotes harmonious and cooperative workplace relations”; and
- c) takes into accounts “equity, good conscience and the merits of the matter”.<sup>xiii</sup>

*The matter of \$5 or \$19 for the uniform allowance*

[38] Further to the corrections sought under the Applicant’s Form F1 applications, the following discussion was had at hearing regarding the proposed error of \$19 for uniform allowance:

*“THE DEPUTY PRESIDENT: It wasn't explicitly noted that - and we can have a look at it in a sec - that uniform, the rate was going to increase by a percentage or it was just going to be a rolled over amount or anything like that?”*

*MR KELLY: There was no mention of it at all.*

*THE DEPUTY PRESIDENT: So it was silent completely.*

*MR KELLY: The explanation documents were completely silent, there was no change to what had been happening from the previous agreement essentially. And the previous agreement had, as outlined, it had in the clause that's specific in the schedule - I think it was schedule 12 of the EBA agreement, 15 is it depending on which one you're looking at. In the schedule - and it outlined in the form 1, it noted that the uniform allowance per week was \$5. However, in the schedule that relates to the wages and allowance, it had a figure of 19 - the \$19 figure we're referring to but that figure had been inserted into that particular provision at a late drafting processes of the EB8. I won't go into the details of that because it's not really relevant here, Deputy President, but there was an inconsistency between the schedule 15 that referred to the \$5 and the actual \$19 that was noted in the schedule 1 wages and allowance clause. So there was a complete inconsistency there.*

*THE DEPUTY PRESIDENT: So the document - but the document that - - -*

*MR KELLY: The EB8 document, the previous enterprise agreement.*

*THE DEPUTY PRESIDENT: But what did people vote on? Was it clear - in that document was there any inconsistency between the five and the 19 or was it just 19 in the schedule?*

*MR KELLY: No, the error that had been made was that the actual \$5 reference was incorrectly removed and it just referred to what was in schedule 1, which was the - - -*

*THE DEPUTY PRESIDENT: And the schedule had 19.*

*MR KELLY: But there was no - there was not - - -*

*THE DEPUTY PRESIDENT: It would have helped if it had \$5 in there.*

*MR KELLY: Sorry?*

*THE DEPUTY PRESIDENT: It would have helped your case if you'd had \$5 in there but - - -*

*MR KELLY: That's the issue in terms of trying to make the agreement more user friendly. It was not identified that there was a difference and it was unknown to any of the employer representatives at any stage that that figure of \$19 was somehow relevant to the uniform allowance, particularly when you consider that that's \$1000 a year for actual laundry. For just laundering - so it has no justification in relation to that amount, it was not even bargained as part of the previous agreement for EB8, it never came up. It was just inserted at the very late stages of the drafting process that came along and the employees did not pick up that there was a difference at that time between what was in the schedule 1 which was the wages and allowance and what was the actual thing that was being paid, and it was operative for employees which was the \$5.*

*At no stage - and it was only just towards the last part of the access period or even when the vote started that was actually identified as an issue by the employers. It was never point of mind of any of the parties during these negotiations or that that would be an issue. That's why we're saying even though you're looking at the issue that - I accept it's not an ambiguity, if you just look purely at the provisions of the current agreement that's been proposed to you. However, we are relying on the fact that that is an obvious error that has been made when you look at the history of the processes and if it's not corrected there would be a significant difference between what laundry allowance is paid for some cohorts of employees which would be the \$6, which is part of the undertakings which have been accepted by it, and then this amount of \$20 per week. It's in exercising your discretion under section 586, we think that it is totally relevant the fact that it's not disputed by the parties. It's not contested by the parties. It's not going to be taken forward by the parties. It wasn't raised in the explanation documents and we would submit that it's an obvious error that can be corrected by section 586, in line with the references we've made to the Domain*

*decision of the Full Bench majority, and also as happened in the CFMEU decision that we have in 2020 as well.*

*THE DEPUTY PRESIDENT: That's only affecting the services staff?*

*MR KELLY: It is only the services staff, Deputy President, that's correct. Everyone else will be receiving the - what would be the expected rational laundry allowance of \$6 per week. It was - that \$19 was never part of any bargain or agreement reached between the parties.*

*THE DEPUTY PRESIDENT: How many approximately staff are in that sort of category, the services staff? Just roughly, that's okay.*

*MR KELLY: I think there could be - at the big schools there potentially could be 10 at each big school do you think, or there could be more. Sorry, I'm looking around for help, it's like an auction here at the moment.*

*THE DEPUTY PRESIDENT: That's okay, probably 1000 all up or something like that, in terms of total.*

*MR SPRIGGS: Your Honour, it would depend on the type of school.*

*THE DEPUTY PRESIDENT: Yes, of course.*

*MR SPRIGGS: Whether a school has a boarding component there would be significantly more employees in that area.*

*THE DEPUTY PRESIDENT: Yes, that'll just give me an idea of the impact I guess. That's okay.*

*MR O'NEILL: Sorry, if I could jump to my feet there, I guess amongst - I'm just sort of thinking in broad numbers of around about 12,000 employees in Brisbane Catholic Education there would be probably in the hundreds would be services staff across the 144 schools. So is that of assistance?*

*THE DEPUTY PRESIDENT: Gives me an idea anyway, yes.*

*MR KELLY: Deputy President, in some of the larger schools that have significant grounds and plus with the boarding school component there'd be a - there'd be a higher proportion than those because they've got to look after a significant - - -*

*THE DEPUTY PRESIDENT: Yes.*

*MR KELLY: When you start looking at a place like Nudgee College et cetera, so there would be more but they've obviously a very big number of employees at those large schools anyway. So the proportion is probably irrelevant, still between the - we could get some information for you. It's hard to get some of the data from some of the employees in relation to it but we can't help you much more at this stage from the Bar, I'm sorry, Deputy President.*

*THE DEPUTY PRESIDENT: The 19 figure, have you been able to find where that came from or what - - -*

*MR KELLY: We have no idea, Deputy President. We asked the union during the - when it was identified as where did that figure come from and we didn't have that explained to us and that was noted in our form 1. I can't see where it could come from because it's a laundry allowance of \$1000 a year effectively and that has no precedent. Having worked in the police service many, many years ago as an industrial person, even the detective clothing allowance was only in the vicinity of about \$2500. So to have just laundry allowance and they're expected to buy suits et cetera for that, so I don't know any precedent where a \$19 - that's - we are absolutely - a mystery to us.*

*THE DEPUTY PRESIDENT: Yes, yes. So you're saying using the explanations you've provided here that I could or should exercise my discretionary power to correct that.*

*MR KELLY: In these very unusual circumstances, yes, Deputy President, that is what the applicants are asking, which is not being contested by the union in relation to that particular matter.*

*THE DEPUTY PRESIDENT: I'd be just interested, Mr Spriggs, do you have anything to add or at least to put some colour on this.*

*MR SPRIGGS: Your Honour, perhaps a little bit of further explanation and it is not to oppose what my friend is asking for. As he has said we support the application to amend as it is now before you. The \$19 appeared some years ago and my friend has indicated that he has not found genesis of it. We also have searched for that and not found genesis either.*

*THE DEPUTY PRESIDENT: Right.*

*MR SPRIGGS: It was in the last agreement, so the agreement which is still actually in operation.*

*THE DEPUTY PRESIDENT: That's EB8?*

*MR SPRIGGS: EB8. In EB8 there was what you would call a classic anomaly. I apologise if I'm repeating some of what my friend has said. In the body of the schedule it did refer to \$5 and some cents. In the wages schedule which listed allowances it referred to the \$19 figure, so there was a conflict between the body of the schedule and the allowance of schedule so far as the uniform allowance was concerned. Our only comment here is that it would have been good for it to have been picked up last time round, not this time, but we do not - we do not say that to oppose the application because we accept that last time there was an anomaly, that anomaly was compounded by the initial removal of the \$5 from the body of the schedule this time round, but that clerical action does not take away from the fact that there was an anomaly previously and that is what is sought to be corrected through this application.*



*THE DEPUTY PRESIDENT: So if I have it correctly, EB8 had in the text, say for example, \$5 or \$5.20 or \$5.80, whatever the amount was, but if you turned over to the schedule that was attached to that agreement it had \$19.*

*MR SPRIGGS: The allowances schedule, yes.*

*THE DEPUTY PRESIDENT: Yes, so the schedule (indistinct). Now during that period when EB8 occurred everyone was paid I assume the \$5 allowance, \$5.20, whatever it was.*

*MR KELLY: That's correct, Deputy President.*

*THE DEPUTY PRESIDENT: And even despite the schedule showing a much greater number.*

*MR SPRIGGS: We do not (indistinct) with that.*

*THE DEPUTY PRESIDENT: It wasn't agitated back in EB8 there was a difference between the two or people were happy to get through EB8 and move forwards and - - -*

*MR SPRIGGS: Again, there were unique circumstances around EB8 but we would endorse your observation that there was nothing agitated in EB8.*

*THE DEPUTY PRESIDENT: I guess I'm asking you to help me in terms of the understanding of where we might be able to - I have to be careful exercising (indistinct) it has to be used sparingly et cetera, so I'm very cautious.*

*MR KELLY: And I thank and appreciate the submissions made by Mr Spriggs in relation to that. I might just add just from my understanding and we had had that conversation previously with Mr Spriggs' point when this was identified, that it was not - this \$19 was not bargained as part of EB8. It was not agitated as EB8 as Mr Spriggs has said. After the negotiation had been finalised and it was a big negotiation which went to new approaches model, there was very much extended industrial actions prior to the parties agreeing to the new approaches model. So I think when everyone had finally had a sigh of relief that they had come to - and I wasn't there at the time, Deputy President, but there's a lot of war stories have been told to me about it, that a collective sigh of relief once that had come to an arrangement through new approaches. Then it was about the drafting process, and it wasn't until about the late stages that I could try and work through from our computer system that this particular figure came up. And it was well and truly after the - it was never discussed and it wasn't picked up by the employer representative at that time because everyone had been paying the \$5 and that \$5 was still in the schedule.*

*However, again when it came to this particular one as Mr Spriggs says, if anybody had identified that the removal of that \$5 would have changed that particular amount then the parties would have talked about it and it would have been resolved quite quickly, in terms of it would have been that amount that would have applied - this is my submission at the moment, I'll let Mr Spriggs come up.*

*THE DEPUTY PRESIDENT: Yes, yes.*

*MR KELLY: Because the employers would not have accepted a laundry allowance equating to \$1000 per week and I would suggest that the union at that particular time would have incredible difficulty trying to justify where that had come from. So if the issue had come up, I would be suggesting that it would have been resolved in exactly the way that the parties are trying to resolve it now through the form 1 by a consent process. That's why it is such an unusual circumstances which has never come up in previous decisions in relation to section 586 of the - - -*

*THE DEPUTY PRESIDENT: Yes, yes. So in EB8 you had that tension between the schedule and the text in the agreement.*

*MR KELLY: Which no one knew about, Deputy President.*

*THE DEPUTY PRESIDENT: No, okay.*

*MR KELLY: No one new there was a tension.*

*THE DEPUTY PRESIDENT: The payroll systems just look straight at - - -*

*MR KELLY: It was just \$5.*

*THE DEPUTY PRESIDENT: - - - programmed to \$5 or whatever and they paid it. Not one of your 12,000 employees plus (indistinct) raised the issue when they looked at the schedule. It just shows how well read these are, these documents are unfortunately.*

*MR KELLY: 334 pages, Deputy President.*

*THE DEPUTY PRESIDENT: Yes. No one identified that and obviously made a claim I guess.*

*MR SPRIGGS: We can concur that there was no claims made through us in relation to that issue.*

*THE DEPUTY PRESIDENT: Yes. An alternative may be that as - to reduce that number in the schedule is to change - I think what Hatcher VP would call a sacred text, in his words would be to insert the number back into the agreement, so put the 5 - the number \$6 and insert that back into the agreement. In this case then it doesn't necessarily resolve the tension but it means I'm not changing something that people have voted on in a way that's seen as a reduction in their terms. That may be what I have to offer in terms of taking something out of a schedule. Because to remove something out of a schedule that's been voted on isn't a small matter. I appreciate all the text and the sort of background around it but if there's only one dollar figure and I change it from 19 back to six, that's a lot of dollars that I have - people have voted on that I've said I've made a correction to and I guess - I understand my colleagues do say it should be used sparingly. So one of the alternatives I might consider is that we insert the right number back into the document, which then is consistent with the previous EB8, the payroll systems continue to pick it up.*

*It still does then mean that if there's an employee out there that does raise that as an issue then there's consistency with EB8 in the way it's being managed and it was identified as an issue, documented and voted on, we put it back into the agreement and please don't bring EB10 through here. It'll be the first thing I look at if it's me, that's for sure. But that may well be somewhere that might be the easiest and best way to go without a risk of an employee raising it and then saying well you need to pay me \$19 and that obviously getting legs because people will see that's got some benefit to them financially that's for sure. There may have to be something in that text to say that this is the amount and not refer to the schedule for example, or something like that, just to take out the ambiguity. Obviously I'm leaving - I'm putting ambiguity back into agreement so I face another issue there but it's a thought anyway to see how I can best manage that. Given that like yourselves I'd like to get this through but I'm given considerable statutory and hurdles to get over to make sure it's approved. Do you make comment?*

*MR KELLY: Deputy President, from the applicants' perspective that would be something that we would accept if that was to be put forward. The only issue I would raise in relation to that for transparency is that there would then be the issue of there's a lesser amount in the agreement that employers would be paying and obviously there'd be the issue about having those arguments later on which employers would be comfortable about, being able to justify that the lesser amount would apply. But at the moment that \$5 would be less than the \$6 that's in the modern award. So if you were to insert that \$5 back into the amount from the Bar table the employers would pay the \$6 in any event - - -*

*THE DEPUTY PRESIDENT: Yes.*

*MR KELLY: - - - or if you'd rather have it inserted into the agreement then we provide an undertaking of that \$6 for the purposes of that. So I'm just wanting to not confuse it but just wanting to me transparent.*

*THE DEPUTY PRESIDENT: That's okay, well at this stage we're just trying to see if we can find a solution.*

*MR KELLY: But I would - the employers would be paying \$6 even if just \$5 was put back into the agreement.*

*THE DEPUTY PRESIDENT: Right, okay. I understand.”<sup>xiv</sup>*

[39] This issue was clearly the subject of significant consideration and a matter I feel would align generally with the Commission’s objectives under s.577 and s.578, in the sense that it would be efficient and would promote the cooperative approach to workplace relations the parties have taken. Despite this, I am not satisfied the power exists and therefore, that I am capable of making the Uniform Amendments, either under s.217 or under s.586 of the Act.

[40] Under s.217, an ambiguity or uncertainty must first be identified before the power to amend is enlivened – there is “no general power to vary agreements to correct mistakes or errors.”<sup>xv</sup> The current Agreement is not subject to any uncertainty or ambiguity; unfortunately for the Applicants, the Agreement has removed any previous reference to the lower uniform allowance. On a plain reading, the Agreement is clear as to what the uniform allowance is.

While I am conscious of the context and history of the previous iterations of the agreement, this does not change the Agreement as it stands currently.

[41] As to s.586, the decision of *ANMF v Domain* is often quoted and relevantly provides:  
xvi

*“[52] The Agreement was plainly intended to cover the employees in the classifications in the Agreement. What other purposes the attachment of a classification structure might have is not explained by the ANMF. To contend that the Agreement did not cover any employees at all prior to the Commissioner’s amendment, when the intended coverage is so abundantly clear, is in our view an unsustainable argument founded on a literal and un-contextualised reading of the instrument. The ANMF contended that the amendment made the Agreement substantively something different from what the employees had voted on. Their submissions cite the king in Shakespeare’s Henry IV, who says to Falstaff ‘presume not that I am the thing I was.’ 25 But here we consider the contention is ‘much ado about nothing’. It was not necessary for the Agreement to be amended under s 586. In our view, corrections or amendments to agreements should be made sparingly. The Commission should not concern itself with infelicities of drafting in enterprise agreements: ‘Let me be that I am and seek not to alter me.’ 26*

*[53] At the conclusion of the proceedings, the Full Bench identified that an additional change had been made to clause 4 of the Agreement that was not brought to the Commissioner’s attention. Opal submitted to Commissioner McKinnon a revised coverage clause with the new wording marked up (i.e. ‘cover employees who perform the work described in Schedule A and B of this Agreement’). However, the new text also inserted at clause 4(b) the words ‘and North Lakes’ after the words ‘trading facilities in Queensland including Ashmore, Kirra Beach, Leamington, Caloundra, Nambour and Kawana’. This change was not marked-up. The Full Bench invited the parties to make submissions on this matter. Opal contended that this was an oversight that arose because it solicitors amended a different version of the clause from the one that was actually voted on. The ANMF sought leave to amend its notice of appeal to include a new ground 11, contending that the Commissioner erred by amending the Agreement to include this change.*

*[54] We accept that the inclusion of the additional words ‘and North Lakes’ was inadvertent. The locations referred to in clause 4(b) are inclusive, and so the addition of these words did not change the coverage of the Agreement. These words were not brought to the Commissioner’s attention and there is nothing at all to suggest that she actually decided to amend the Agreement to include them. **This is the type of obvious error that would be amendable to correction under s 586.** However, as we have determined to quash the Approval Decision, it is not necessary for us to correct this error and remove the words ‘and North Lakes’. “corrections or amendments to agreements should be made sparingly” and I am not satisfied the Uniform Amendments are of the kind that can be made.”*

[42] The Applicants made reference in their submissions to a recent decision applying *ANMF v Domain*, where it was stated.<sup>xvii</sup>

*“In ANMF v Domain Aged Care (Qld) Pty Ltd [2019] FWCFB 1716, the Full Bench majority accepted that, while the power to allow a correction to an agreement under s 586 should be used sparingly, obvious errors could be rectified (at [52] and [54]). In my view the present matter presents a case of obvious error in the Agreement and it is appropriate to allow its correction.”*

[43] That case concerned changing the correct name of the company, which was incorrect under the agreement - Deputy President Colman considered this an obvious error. I agree that a name change is an example of an obvious error, the type of which can be corrected. In approving that agreement, the CFMMEU submitted that “employees were not likely to have been disadvantaged”.<sup>xviii</sup> To alter the text of an agreement to decrease the quantum of an allowance is not within the same realm and I am not satisfied I can make such an amendment under s.526.

[44] Practically, given the agreement of all parties, it would be beneficial to be able to make the Uniform Amendments. However, I am not satisfied that I have the powers at my disposal to do so, given the substantial impact such a change would have on the entitlement under the Agreement.

### Conclusion

[45] I am satisfied that in accordance with s.188(1), the Applicant took all reasonable steps to ensure that the terms of the agreement, and the effect of those terms, were explained to the employees and the explanation was provided in an appropriate manner.

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

[47] In accordance with s.201(2), I note the Agreement covers the ANMF, the UWU, and the IEU.

[48] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 2 December 2020. The nominal expiry date of the Agreement is 30 June 2023.

  
DEPUTY PRESIDENT

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<PR724894 AE509628>

<sup>ii</sup> Transcript at PN238.

<sup>iii</sup> Transcript at PN240.

<sup>iv</sup> Transcript at PN242.

<sup>v</sup> Submissions of the Applicant filed 30 October 2020, at [39].

<sup>vi</sup> PN133.

<sup>vii</sup> Submissions of the Applicant filed 30 October 2020, at [40].

<sup>viii</sup> Submissions of the Applicant filed 30 October 2020, at [43].

<sup>ix</sup> Transcript at PN135-154.

<sup>x</sup> [2020] FWCA 2017.

<sup>xi</sup> Submissions of the Applicant filed 30 October 2020, at [47].

<sup>xii</sup> Transcript at PN159.

<sup>xiii</sup> Submissions of the Applicant filed 30 October 2020, at [48].

<sup>xiv</sup> Transcript at PN161-230

<sup>xv</sup> *Australian Nursing Federation* [2011] FWA 2430, [44].

<sup>xvi</sup> *Australian Nursing and Midwifery Federation v Domain Aged Care (Qld)* [2019] FWCFB 1716, [52] (*ANMF v Domain*).

<sup>xvii</sup> *Construction, Forestry, Maritime, Mining and Energy Union* [2020] FWCA 2017, [5].

<sup>xviii</sup> *Ibid*, [4].



CATHOLIC EDUCATION  
ENTERPRISE BARGAINING 2019

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

# **Catholic Employing Authorities**

## **Single Enterprise**

## **Collective Agreement**

**Diocesan Schools of  
Queensland  
2019-2023**

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## **PART 1 APPLICATION AND OPERATION**

### **1.1 Title**

This document shall be known as the Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2019-2023.

### **1.2 Commencement Date**

1.2.1 This Agreement shall operate seven (7) days after approval from the Fair Work Commission.

1.2.2 This Agreement shall remain in force until 30 June 2023 unless otherwise agreed in terms of the provisions of the Fair Work Act 2009.

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

### **1.3 Definitions and Interpretation**

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

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

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

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

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

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

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

1.3.3 "Union" means the Independent Education Union of Australia (IEUA) (which includes, where appropriate to the context, the Independent Education Union of Australia – Queensland and Northern Territory Branch (IEUA-QNT)), the Australian Nursing and Midwifery Federation, Queensland Branch/Queensland Nurses Union of Employees (ANMF/QNU) and/or any other

organisation which is registered pursuant to the *Fair Work (Registered Organisations) Act 2009* and which is eligible to cover an employee to which this Agreement applies.

1.3.4 "Year of Service" for the purpose of assessing the salary payable to a teacher shall be determined with due regard to their qualifications and years of service in a capacity equivalent to the particular category of teacher in a school or schools to which this Agreement applies, in a school or schools controlled by Education Queensland, and such other teaching service as the employing school might recognise.

1.3.5 "Fixed-term appointee" is defined as an employee appointed by the school to accommodate an identifiable short term need.

1.3.6 "Term-time employee" is an employee, other than a casual, who is engaged to work:

- (a) thirty-eight (38) ordinary hours per week but less than fifty-two (52) weeks per annum; or
- (b) less than thirty-eight (38) ordinary hours per week and less than fifty-two (52) weeks per annum.

The term-time definition in clause 1.3.6 applies to all categories of employees covered by this Agreement other than teachers. Specific terms and conditions applicable to term-time employees are contained in Schedule 10.

1.3.7 "Act" means *Fair Work Act 2009*.

1.3.8 "Party" means, for the purposes of this Agreement, an employer, an employee or a union which is covered by this Agreement.

1.3.9 "Immediate family" is defined in section 12 of the *Fair Work Act 2009* and means, for the purposes of this Agreement:

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

1.3.10 "Personal leave/Carer's leave" is defined in section 97 of the *Fair Work Act 2009* with provisions also outlined clause 6.4 of this Agreement.

1.3.11 "Compassionate leave" is defined in section 104 of the *Fair Work Act 2009* with provisions also outlined in clause 6.9 of this Agreement.

#### **1.4 Coverage**

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

- (a) The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane (Brisbane Catholic Education);
- (b) The Roman Catholic Trust Corporation for the Diocese of Cairns;
- (c) The Roman Catholic Trust Corporation for the Diocese of Rockhampton;
- (d) the Corporation of the Roman Catholic Diocese of Toowoomba; and
- (e) The Roman Catholic Trust Corporation for the Diocese of Townsville.

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

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

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

The employer will ensure that a copy of this Agreement, and the [National Employment Standards](#) (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 National Employment Standards (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 AND DISPUTE RESOLUTION**

### **2.1 Consultative Arrangements**

- 2.1.1 The parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of Catholic Education. The parties also accept that according to the authority and responsibility structure of the college/school, final decision making remains the prerogative of the principal/employing authority. The principal/employing authority however, in coming to decisions, is committed to the process of consultation with employees.
- The school/college has in place structures and may revise structures to facilitate consultation and to advise the principal/employing authority in decision making. These structures may include:
- (a) regular meetings of staff, middle management and committees;
  - (b) an Executive Committee of senior staff;
  - (c) other committees or groups set up from time to time by the principal for a special purpose; and
  - (d) various committees or officers appointed according to government regulation (e.g. workplace health and safety).
- 2.1.2 An Enterprise Bargaining Consultative Committee is also an important element in the consultative structure within a college/school. It provides a mechanism to ensure that all people affected have an opportunity to participate in the implementation and monitoring of the Collective Enterprise Agreement at the college/school level. Such an arrangement acknowledges the requirement for an atmosphere of mutual trust and co-operation.
- 2.1.3 The purpose of the school Enterprise Bargaining Consultative Committee is to:
- (a) provide an environment for greater two-way communication between the employer and the employees;
  - (b) provide advice on the priorities for the implementation of the Collective Enterprise Agreement;
  - (c) provide a forum in which employees participate in the implementation of the Collective Enterprise Agreement;
  - (d) address issues and provide advice to the college/school regarding matters arising from this Agreement;
  - (e) be responsible for developing a process that informs and encourages the involvement of parents and parental bodies in the implementation of the objectives of enterprise bargaining; and
  - (f) provide the employer with the opportunity to utilise employee knowledge and experience.
- 2.1.4 The employing authority shall establish (or reconstitute) an Enterprise Bargaining Consultative Committee at each college/school and shall determine its charter. An allocation of time for meetings shall be determined by the employing authority, having regard to provisions of Schedule 3 (Hours of Duty - Teachers).
- 2.1.5 The Enterprise Bargaining Consultative Committee will reflect the staffing structure of the college/school and would generally include:
- (a) two (2) persons appointed by the college/school employing authority;
  - (b) one (1) union member elected by the IEUA college/school chapter;



- (c) three (3) members, one elected from each of the following areas:
  - (i) teaching;
  - (ii) school officer; and
  - (iii) other services staff.

Provided that staff may agree to an alternative structure as negotiated at the college/school level and referred to IEUA.

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

- 2.1.6 For Diocesan colleges/schools where the number of staff in a small college/school prevents the formation of an Enterprise Bargaining Consultative Committee fulfilling the above criteria, then the whole staff shall agree upon an appropriate composition for that college/school.

A Diocesan Enterprise Bargaining Consultative Committee will operate with the following functions:

- (a) identify priorities for implementation of the Collective Enterprise Agreement
- (b) oversee the implementation of the Collective Enterprise Agreement at the college/school level; and
- (c) identify any emergent issues which require the reconvening of the Single Bargaining Unit with a view to negotiating amendments to the Agreement.

## **2.2 Consultation Regarding Major Workplace Change**

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

### *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 clause 2.2.1.
- 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 clause 2.2.1; the effects the changes are likely to have on employees; and measures to avert or mitigate the adverse effects of such changes on employees. 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 clause 2.2.1, "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 clause 2.2.1, then clauses 2.2.3 to 2.2.5 are taken not to apply.
- 2.2.8 Where an in-principle decision is made by the employing authority to contract out work currently being done by a school employee(s), that decision will be deemed to be a major change as encompassed by this clause. In such circumstances the employer will consult with the affected employee(s) and the relevant union(s) before a decision on this matter is finalised.
- Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave and does not result in a school employee(s) being disadvantaged.
- Change to Regular Roster or Ordinary Hours of Work*
- 2.2.9 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) clauses 2.2.10 to 2.2.14 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 clauses 2.2.1 to 2.2.9.
- 2.3 Workload/Intensity of Work (Managing Significant Change)**
- 2.3.1 Consideration shall be given at school and system level sites to the nature and implementation of changes that result from regulatory requirements and employer and/or school initiatives including the introduction of new technology.

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

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

The following matters shall be considered:

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

2.3.4 School Based Trials

- (a) The following initiatives may be trialled in an endeavour to respond to issues of workload and intensity of work. The decision of the number and type of initiative(s) trialled will be determined by each school using the established consultative mechanisms contained in this Agreement.
- (b) Matters which may be subject to trial shall include but not be limited to the following:
  - (i) scheduling and structure of uninterrupted rest pauses and meal breaks;
  - (ii) scheduling and structure of playground duty and other student supervision;
  - (iii) arrangements for pastoral care responsibilities;
  - (iv) processes and structures for both communications with parents and scheduled parent – teacher interviews;
  - (v) processes and structures to address communications (including emails);
  - (vi) 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;
  - (vii) effective methods for use of time for individual planning, preparation and correction;

- (viii) processes and structures for more effective ways to manage administrative tasks arising out of the implementation of curriculum;
  - (ix) consideration of ways to more effectively use time for the planning, setting, delivery and evaluation of specialist curriculum;
  - (x) consider structures and time for teachers meetings with other specialists (such as inclusion teachers, hearing impairment specialists and psychologists) in paid time;
  - (xi) structures for individual program development;
  - (xii) structures and processes to fulfil QCAA requirements;
  - (xiii) structures and processes to ensure that staff meetings and curriculum meetings are an effective use of time;
  - (xiv) identification of the timetabled planning, preparation and correction time periods that may be reclaimed for supervisions;
  - (xv) arrangements for the administration of planning, preparation and correction time in primary schools/middle schools;
  - (xvi) review current school practices and participation for the undertaking of voluntary extra-curricular activities;
  - (xvii) structures and processes for the implementation of emerging curriculum; and
  - (xviii) timetable structures and school calendar effect on classroom time.
- (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.

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

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

- 2.4.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 2.4.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 2.4.3 If the grievance or dispute is not resolved under clause 2.4.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within twenty-four (24) hours after the request by the employee or the employee's representative.

- 2.4.4 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 2.4.6.
- 2.4.5 If the grievance or dispute is still unresolved after discussions mentioned in clause 2.4.3, the matter shall, in the case of a member of the union, be reported to the relevant officer of the union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 2.4.3 will not result in resolution of the dispute.
- 2.4.6 If, after discussion between the parties, or their nominees mentioned in clause 2.4.5, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Fair Work Commission.
- 2.4.7 Fair Work Commission may deal with the dispute in two (2) stages:
- (a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
    - (i) Arbitrate the dispute; and
    - (ii) Make a determination that is binding on the parties.
- (Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.)*
- A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 2.4.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 2.4.9 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.4.10 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Fair Work Commission with a view to the prompt settlement of the dispute.
- 2.4.11 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.
- 2.4.12 So as to remove doubt, the parties record that the reference to disputes or grievances in respect to any industrial matter includes disputes or grievances in relation to whether the employer had reasonable business grounds for refusing a request under the National Employment Standards for flexible working arrangements or an application to extend unpaid parental leave.

## **2.5 Agreement Flexibility**

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

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

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

### **3.1 Type of Employment**

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

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

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

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

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

3.2.2 At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours per week and the pattern of work required in accordance with clause 3.5 of this Agreement.

3.2.3 Any variation to the work pattern, including the normal starting and finishing times prescribed in clause 8.5.3 of this Agreement, will be in accordance with methods of altering the ordinary hours of work for full-time employees.

3.2.4 Subject to clause 8.5.3 the agreed number of ordinary hours per week may be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

3.2.5 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of one-thirty-eighth (1/38<sup>th</sup>) of the weekly rate prescribed for the class of work performed.

3.2.6 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.

3.2.7 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

### **3.3 Job Share**

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

3.3.1 Where job share guidelines currently do not exist, employers will develop, in consultation with employees and their representatives, guidelines which will address the areas listed below in Table 1. The provisions outlined below in Table 1 will be the minimum conditions to be included in any guidelines.



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

**Table 1**

Definition	The guidelines will define job share as a voluntary arrangement in which a full-time continuing position, occupied by a full-time continuing employee, is divided between that employee and another suitable employee. Both employees will share responsibility for the position for a fixed-term period.
Principles underpinning the guidelines	The guidelines will state that job share arrangements are arrangements entered into at employee initiative and that no employee will be coerced into taking up or converting to such a position.
Size of school ratio	The number of job share positions offered in any school shall not normally exceed one (1) to seven (7) – (one job share position to seven full-time positions). The employer may vary the ratio above the maximum of 1:7 where necessary or desirable.
Subsequent appointment	The guidelines will state that at the conclusion of the job share period both employees return to the position as designated in the relevant letter of appointment and the employment status each held before the job-share began.
Length of appointment	The guidelines will indicate that the job share positions are usually for one school year. Job share positions may be for shorter periods and may be negotiated at the end of each year for a subsequent period.
Arrangements	<p>Arrangements of the job share position will be detailed in a document signed by the employer/principal and employees to include but not limited to: days/hours worked, communication protocols, planning time, non-contact time, excursions, parent – teacher interviews, assessment and reporting procedures, playground and bus duty, attendance at staff meeting, timetabled sport and related arrangements, and professional development.</p> <p>The arrangements should outline the protocols to be followed, if for whatever reason, one member of the job share is unable to continue in the position during the period of the job share.</p>

Alterations to arrangements	The guidelines will indicate that alterations to arrangements may be initiated by the employee/s or employer and need to be mutually agreed. Such alterations will require at least two weeks' notice or a shorter period by mutual agreement, before implementation.
Division of position	The guidelines may recommend the position be divided according to full days but will provide for other options which may be mutually agreed between the employer and employees.
Rates of pay	The guidelines will specify that employees of job share positions are to be remunerated on a pro rata basis according to their classification and include reference to any relevant allowances.
Pro rata conditions and benefits	<p>The guidelines will specify that employees in job share positions will receive on a pro rata basis all entitlements in regard to: annual leave, annual leave loading, personal leave, long service leave, superannuation and all other relevant benefits and allowances.</p> <p>The guidelines will specify that where one employee in a job share position accesses personal leave or other short term leave the remaining employee will be offered the relief work. The method of remuneration associated with such relief work whether it be at the hourly rate with accrued leave entitlements or at the casual rate without accrued leave entitlements, will be agreed to and stated in initial arrangements.</p> <p>The guidelines will indicate that usual replacement conditions apply for leave such as long service leave, special leave, maternity/paternity and adoption leave.</p> <p>The guidelines will specify that where situations of redundancy occur, redundancy provisions will apply to the job share incumbent/s.</p>
Professional development	The guidelines will acknowledge that job share employees are entitled to access professional development and promotion as can full-time employees.
Calculation of service	Guidelines will specify that all work done by job-share employees counts towards incremental progression on a pro-rata basis.
Professional development planning days	Guidelines will specify that teacher job share employees are expected to attend professional development days as designated by the employer. The guidelines will specify remuneration arrangements for such attendance.

### **3.4 Casual Employees**

#### **3.4.1 Casual Teachers**

- (a) A casual teacher shall be employed on an intermittent basis to relieve a teacher absent from duty or to meet a short term staffing need.
- (b) A casual teacher shall be employed for a minimum period of three (3) hours per day and a maximum period of eleven (11) days in respect of any one engagement. There shall be a minimum payment of three (3) hours for each day so employed.
- (c) Casual teachers will be paid for the hours they are required to work.
- (d) Remuneration for a casual teacher shall be based on the scale of salaries prescribed in Schedule 1 – S1.1 (Wages, Salaries and Allowances) to this Agreement and in accordance with the formula contained in clause 4.7 (Payment of Wages – Casual Teachers).
- (e) 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. Casual teachers will not receive such payment in respect of the first two (2) days of any one engagement.
- (f) For the purposes of salary increments a casual teacher shall be deemed to have completed a year of service when the aggregate amount of time paid is 1,200 hours. Prior to 1 January 2013 a casual teacher was deemed to have completed a year of service when the aggregate amount of time paid was 1,000 hours.

#### **3.4.2 Casual School Officers**

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

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

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

- (a) the nature of engagement as either full-time or such other category as provided in clause 3.1;
- (b) if not full-time;
  - (i) the weeks the employee is to be employed, and
  - (ii) the days of the week the employee is to be employed.
- (c) the normal starting and finishing time for each day's employment; and
- (d) the duration of the engagement in respect of employment for a fixed-term.

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

3.6.1 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 clause 3.6.5; and
- (ii) No employee, regardless of category or type of employment, will be employed as a matter of course on a fixed-term contract. For the avoidance of doubt, it is recorded that "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, commencing in 2020, to identify those fixed-term positions which would more appropriately be designated as continuing positions.

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

3.6.3 Subject to clauses 3.6.5 (a) and 3.6.10, the maximum period for a fixed-term contract is twelve (12) months or in the case of clauses 3.6.5 (e) or 3.6.5 (f) for the balance of the calendar year.

3.6.4 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.

3.6.5 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.

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

3.6.7 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 clause 3.6.5, which the employee is appointed to fill.

3.6.8 The letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

- 3.6.9 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 shall 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 6.7 of this Agreement which is in excess of twelve (12) months then an employee may be appointed on a fixed-term contract for that specified period of time; or
  - (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.
- 3.6.10 Where an employee is employed on a fixed-term basis but they believe their employment is not consistent with clause 3.6.5 or if they believe the criteria for their fixed-term employment has changed they may apply to the employer for continuing status.
- 3.6.11 Application Procedure
- (a) Such written application shall 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 shall 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.
- 3.6.12 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 employing authority.

### **3.7 Termination of Employment**

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

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

#### **3.7.2 Statement of Employment Service – School Officers and Services Staff**

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

- (a) the full name and address of the employee;
- (b) a description of position in which the employee was engaged;
- (c) the dates on which the employee commenced and ceased employment in each of the positions;
- (d) the address of the workplace at which the employee was so engaged;

- (e) the classification levels in which the employee has been employed and the duration at each level since the 27 February 1995; and
- (f) periods of leave without pay taken during the period of employment with the employer.

#### 3.7.3 Termination by Employer - Full-Time Teachers

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

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

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

#### 3.7.5 Termination by Employer – School Officers and Services Staff

The employer will give to a school officer or service staff member notice in writing of the termination of employment as follows:

- (a) if the employee's continuous service is:
  - (i) not more than three (3) years – two (2) weeks
  - (ii) more than three (3) years but not more than five (5) years – three (3) weeks
  - (iii) more than five (5) years – four (4) weeks

- (b) the notice required by clause 3.7.5 (b) 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;
- (c) where the employer does not give the appropriate notice payment in lieu of notice will be made to the employee.
- (d) The period of notice in clause 3.7.5 (a) and (b) shall not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal, or in the case of casual employees.

#### 3.7.6 Notice of Termination by Employee

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

#### 3.7.7 Termination Payments

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

### 3.8 Redundancy

#### 3.8.1 Consultation Before Terminations

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

#### 3.8.2 Transfer to Lower Paid Duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 3.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 3.7.

- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

### 3.8.3 Transmission of Business

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

### 3.8.4 Time off During Notice Period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.8.1 (a), the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### 3.8.5 Notice to Centrelink

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

### 3.8.6 Severance Pay

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



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

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

### 3.8.7 Superannuation Benefits

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

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

### 3.8.8 Employee Leaving During Notice

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

### 3.8.9 Alternative Employment

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

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

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

### 3.8.11 Employees Exempted

Clause 3.8 shall not apply:

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

- (c) to casual employees.

### 3.8.12 Employers Exempted

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

### 3.8.13 Exemption where Transmission of Business

- (a) The provisions of clause 3.8.6 are not applicable where a business is transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Fair Work Commission may amend clause 3.8.13 (a) (ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

## 3.9 Redeployment

### 3.9.1 Job Security

- (a) Staff Reduction

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

(b) Staff Redeployment

- (i) A redeployment policy and procedure shall be jointly negotiated between employing authorities and the unions representing the employees. The policy guidelines shall be used in the event of school closure.
- (ii) The following principles shall underpin the policy and procedures. Continuing employees shall:
  - (A) be offered maximum employment opportunities within the employing authority, including retraining, deployment, and redeployment;
  - (B) be offered voluntary early retirement only after the options in clause 3.9.1 (b) (ii) (A) have been exhausted;
  - (C) be provided with support, advice and assistance to facilitate transition to new employment opportunities, where continuing employment in the employing authority is not possible; and
  - (D) not be subject to forced redundancy, other than in exceptional circumstances where redeployment is not an option and after a thorough consultation process designed to mitigate the negative impact on affected employees has been exhausted.

**3.10 Timely Notification of Resignation**

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

- (a) the operation of clause 4.2.5 (Proportion of Salary) of this Agreement in regard to vacation leave entitlements;
- (b) the recognition by employing authorities that employees will apply for various positions, and that employing authorities encourage employees to advise of their interest in, and application for, various advertised positions, and that such advice to the employing authority will not be to the employee's detriment; and
- (c) minimum notice of resignation in accordance with clause 3.7 of this Agreement.

**3.11 Flexible Working Arrangements**

3.11.1 The employing authority acknowledges the changes in societal demands and the changing demographic of the profession.

3.11.2 Flexible working arrangements may be accessible in the following circumstances for an employee who:

- (a) cares for elderly parents, cares for grandchildren or cares for a child who is of school age or younger; or
- (b) is a carer within the meaning of the *Carer Recognition Act 2010*; or
- (c) has a disability; or
- (d) is 55 years of age or older; or
- (e) is experiencing violence from a member of their family; or
- (f) provides care or support to a member of their immediate family or household who requires this as a result of domestic or family violence.

3.11.3 Employees on continuing; fixed-term; or term-time employment arrangements are able to make written application for flexible working arrangements.

- 3.11.4 The National Employment Standards (NES) pursuant to [section 65](#) of the *Fair Work Act 2009*, outlines:
- (a) the rights and obligations of an employee (including long term casuals) to make a request for a change in working arrangements;
  - (b) the employer's obligation to respond to the request (within 21 days); and
- 3.11.5 A request made by an employee must include details of the period of time that the change in working arrangements is sought to apply.
- 3.11.6 In giving consideration to the employee's application to move to a flexible working arrangement, the employer will take into account the following:
- (a) the particular circumstances of the employee that gives rise to the application;
  - (b) the impact of the refusal of the application may have on the employee and their family; and
  - (c) the operational requirements of the school, including the employer's capacity to re-organise work arrangements and secure competent replacement staff.
- 3.11.7 Flexible working arrangements shall not be unreasonably refused by the employer.
- 3.11.8 For the avoidance of doubt, this provision (clause 3.11) does not limit the entitlement of an employee to be able to request part-time work to assist the employee to care for the child if the employee:
- (a) is a parent and has the responsibility for the care of a child; or
  - (b) is returning to work after taking leave in relation to parental leave.

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

### **4.1 One-off Payment**

- 4.1.1 Employers will pay a one-off payment of \$500 (the payment) to eligible employees in recognition of the nominal expiry date of 30 June 2023 of this Agreement (being 4 years from the nominal expiry date of the enterprise agreement being replaced).
- 4.1.2 The payment will be made to eligible employees (pro-rata for part-time and casual employees) in the first full pay period following the date this Agreement comes into operation (refer clause 1.2 Commencement Date).
- 4.1.3 The payment will be made to the following eligible employees:
- (a) continuing and fixed-term employees employed as at the date this Agreement comes into operation;
  - (b) employees on paid leave as at the date this Agreement comes into operation;
  - (c) casual employees who satisfy the following:
    - (i) worked a minimum of 100 days in the twelve (12) months prior to the date this Agreement comes into operation; and
    - (ii) at least one of those days was worked in the three (3) months prior to the date this Agreement comes into operation;
  - (d) Middle Leaders who at the date this Agreement comes into operation are paid as follows:
    - (i) Tier 2-5 allowance pursuant to clause S2.17.2 with a substantive teacher rate up to Proficient 4; and
    - (ii) Tier 1 allowance pursuant to clause S2.17.4 with a substantive teacher rate up to Proficient 6;
  - (e) Senior Leaders who at the date this Agreement comes into operation are paid an allowance pursuant to clause S2.11.5 with a substantive rate up to Proficient 6.
- 4.1.4 The payment will not be made to the following employees:
- (a) employees paid in excess of the equivalent rate of a Proficient 8 teacher on the date this Agreement comes into operation;
  - (b) employees who are on unpaid leave as follows:
    - (i) on the date this Agreement comes into operation; and
    - (ii) for more than 2 weeks prior to that date;
  - (c) casual employees who do not satisfy clause 4.1.3 (c); and
  - (d) Middle or Senior Leaders who do not satisfy clause 4.1.3 (d) or (e).
- 4.1.5 The payment will be paid on a proportionate basis as follows:
- (a) For part-time employees, a pro rata amount based on their full-time equivalent (FTE) employment status on the date this Agreement comes into operation;
  - (b) For casual employees, a pro rata amount based on the average hours of work in the twelve (12) months prior to the date this Agreement comes into operation compared to a full-time employee.
- 4.1.6 To remove doubt, the payment made to term-time employees will be the same amount paid to employees who are not term-time employees based on their term-time FTE status on the date this Agreement comes into operation.

## 4.2 Salary and Allowances – Teachers

#### 4.2.1 Salaries and Allowances

- (a) Salary increases are as follows:
- (i) 2.5% of the applicable salary rate operative as of the first full pay period on or after 1 July 2019;
  - (ii) a further increase of 2.5% from the first full pay period on or after 1 July 2020;
  - (iii) a further increase of 2.5% from the first full pay period on or after 1 July 2021; and
  - (iv) from the first full pay period on or after 1 July 2022, a further salary increase that will be the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education on or from 1 July 2022 (excluding from that headline percentage wage increase any “catch up” component attributable to any “wage freeze” implemented by the Queensland Government affecting the increases outlined in the *Department of Education State School Teachers’ Certified Agreement [CB/2019/101]*).
- (b) 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 clause 4.2.1 (a).

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

4.2.3 Increases shall compound over the life of the Agreement.

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

#### 4.2.5 Proportion of Salary

- (a) A teacher upon appointment shall be paid from the date upon which the teacher commenced duty, provided that a teacher who has taught (or has been granted leave by the school) for each day of the school year at the particular school shall be paid as for a full calendar year. A teacher who ceases duty before completing ten (10) teaching weeks of employment shall be paid in lieu of vacation pay an amount equal to one-twelfth ( $1/12^{\text{th}}$ ) of their ordinary pay for the period of employment.
- (b) A teacher who ceases duty after at least ten (10) teaching weeks of employment shall be paid the proportion of the teacher's annual salary of that year that the teacher's service excluding school vacations bears to a standard school year; provided that such proportion of salary shall be calculated on the salary which the employee was receiving immediately before cessation of employment.
- (c) For the purposes of this clause, in any employing authority, a standard school year for a teacher is calculated as:  
  

$$\text{One Standard Year} = \text{Number of weeks in Term 1} + \text{Number of weeks in Term 2} + \text{Number of weeks in Term 3} + \text{Number of weeks in Term 4}.$$

#### 4.2.6 Salary Increments

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

4.2.7 Overtime

- (a) A non-resident teacher or a resident teacher required to work in excess of thirty and a half (30.5) hours per week or forty and a half (40.5) hours per week in a secondary school and thirty (30) hours per week or forty (40) hours per week in a primary school, as the case may be, shall be paid at the overtime rate prescribed in Schedule 1 – S1.1 of this Agreement for the extra time so worked.
- (b) This clause will not apply to a teacher where that teacher is excluded by the provisions of a schedule to this Agreement.

4.2.8 Moderation Allowance

- (a) A teacher who performs moderation duties and is responsible to a district moderation meeting for the assessment of a subject (or subject area) for Year 11 or 12 shall be paid an allowance as per Schedule 1 – S1.1 of this Agreement.
- (b) The moderation allowance will not be paid to a teacher who is in receipt of an Middle Leader Tier 1 allowance as described in Schedules 2 of this Agreement.

**4.3 Wages and Allowances - School Officers**

4.3.1 Wages and Allowances

- (a) Salary increases are as follows:
  - (i) a wage increase of 2.5% (or a flat dollar increase of \$26.27 per week, whichever is the greater) of the applicable salary shall be paid from the first full period on or after 1 May 2019;
  - (ii) a further 2.5% (or a flat dollar increase of \$26.93 per week, whichever is the greater) from the first full pay period on or after 1 May 2020;
  - (iii) a further 2.5% (or a flat dollar increase of \$27.60 per week, whichever is the greater) from the first full pay period on or after 1 May 2021; and
  - (iv) from the first full pay period on or after 1 May 2022, a further wage increase that will be the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education from 1 July 2022 as referred in clause 4.2.1(a)(iv) (or a flat dollar increase equivalent to that percentage increase applied to the School Officer classification Level 3 Step 1 outlined in Schedule 1 – S1.5, whichever is the greater).
- (b) Allowances listed in Schedule 1 – S1.5 (Wages, Salaries and Allowances) will receive the same percentage increases, from the same dates of application as detailed in clause 4.3.1 (a).

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

4.3.3 Increases shall compound over the life of the Agreement.

4.3.4 The actual wages and allowances for all classifications of School Officers are set out in Schedule 1 – S1.5 (Wages, Salaries and Allowances).

4.3.5 School Officer – Qualifications Allowance

- (a) A school officer at Level 2 and who holds a Certificate Level (III) qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule 1 – S1.5 (Salary, Wages and Allowances).

- (b) A school officer at Level 3 and who holds a Certificate Level (IV) qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule 1 – S1.5 (Salary, Wages and Allowances).
- (c) A school officer at Level 4 and who holds a Diploma or Associate Diploma level qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule 1– S1.5 (Salary, Wages and Allowances).
- (d) A school officer at Level 5 and who holds a Degree level qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule 1 – S1.5 (Salary, Wages and Allowances).
- (e) A school officer will apply for the payment of the allowance prescribed in 4.3.5 (a), (b), (c) or (d). Where the employee applies for the allowance within six (6) months of the qualification being obtained the allowance will be paid as from the date that the qualification is obtained. In other circumstances the school officer will be paid the allowance from the date of making the application.
- (f) Where a Level 2, 3, 4 or 5 school officer is receiving the Qualification Allowance in accordance with this clause, the employer will pay any fees associated with obtaining and maintaining the First Aid Certificate. The employee will contribute the time required to maintain the First Aid Certificate.
- (g) The employer will reimburse enrolment fees associated with obtaining a First Aid Certificate which are incurred within the twelve (12) month period immediately prior to the school officer accessing the qualification allowance in clause 4.3.5 (a), (b), (c) or (d) as appropriate. The employee will contribute the time required to obtain the first aid certificate.
- (h) A school officer may receive either the Qualifications Allowance (as in clauses 4.3.5 (a), (b), (c) or (d) or the First Aid Allowance (as in clause 4.3.8) or the Specialised Care Allowance (as in clause 4.3.6) but not more than one of these allowances.

#### 4.3.6 School Officer – Specialised Care Allowance

- (a) A school officer who is designated by their employer to engage in, or assist particular students with, ongoing specialised care needs (for example, medical, manual handling and/or hygiene procedures) will receive a Specialised Care Allowance, identified in Schedule 1 – S1.5 (Salary, Wages and Allowances).
- (b) The Specialised Care Allowance shall not be varied to reflect part-time hours.
- (c) The Specialised Care Allowance is equivalent in value to the First Aid Allowance.
- (d) A school officer may receive either the Qualifications Allowance (as in clauses 4.3.5 (a), (b), (c) or (d)) or the First Aid Allowance (as in clause 4.3.8) or the Specialised Care Allowance (as in clause 4.3.6) but not more than one of these allowances.



#### 4.3.7 School Officer – Special Project Allowance

- (a) This clause will apply where the following criteria are met:
  - (i) the employer requires a school officer to undertake responsibilities, or to exercise skills, at the level higher than the employee's classified position for the purposes of undertaking a designated special project; and
  - (ii) such responsibilities or skills are not of such a substantive nature as to affect the classification level of the employee's position; and
  - (iii) the special project will only be for a fixed period of time, being at least one week, and will not be ongoing or indefinite in nature.
- (b) Where a school officer undertakes a special project, that employee will be paid the allowance in clause 4.3.7(c) for the duration of the designated project.
- (c) A school officer undertaking a designated special project will be paid a weekly allowance as per Schedule 1– S1.5 of this Agreement.

#### 4.3.8 School Officer – First Aid Allowance

- (a) A school officer who holds a current First Aid Certificate and who is appointed by their employer to be a First Aid Officer will receive the First Aid Allowance identified in Schedule 1– S1.5 (Salary, Wages and Allowances).
- (b) The First Aid qualification obtained or maintained by the school officer must include proficiency in Cardio Pulmonary Resuscitation (CPR), in order for the employer to pay reimbursement of course fees incurred.
- (c) A school officer may receive either the Qualifications Allowance (as in clauses 4.3.5 (a),(b),(c) or (d)) or the First Aid Allowance (as in clause 4.3.8) or the Specialised Care Allowance (as in clause 4.3.6) but not more than one (1) of these allowances.

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

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

#### 4.3.10 Acting Position

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

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

The divisional and district parities (as described in Schedule 1– S1.11) for employees other than teachers shall be paid in addition to the employee's wages as prescribed in Schedule 1 (Wages, Salaries and Allowances) of this Agreement.

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

##### **4.4.1 Wages and Allowances – Services Staff**

(a) Salary increases are as follows:

- (i) a wage increase of 2.5% (or a flat dollar increase of \$26.27 per week, whichever is the greater) of the applicable salary shall be paid from the first full period on or after 1 May 2019;
- (ii) a further 2.5% (or a flat dollar increase of \$26.93 per week, whichever is the greater) from the first full pay period on or after 1 May 2020;
- (iii) a further 2.5% (or a flat dollar increase of \$27.60 per week, whichever is the greater) from the first full pay period on or after 1 May 2021; and
- (iv) from the first full pay period on or after 1 May 2022, a further wage increase that will be the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education from 1 July 2022 as referred in clause 4.2.1(a)(iv) (or a flat dollar increase equivalent to that percentage increase applied to the School Officer classification Level 3 Step 1 outlined in Schedule 1– S1.7, whichever is the greater).

(b) Allowances listed in Schedule 1– S1.7 (Wages, Salaries and Allowances) will receive the same percentage increases, from the same dates of application as detailed in clause 4.4.1 (a).

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

4.4.3 Increases shall compound over the life of the Agreement.

4.4.4 The actual wages and allowances for all classifications of services staff are set out in Schedule 1– S1.7 (Wages, Salaries and Allowances) of this Agreement.

#### **4.5 Payment of Wages and Salaries**

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

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

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

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

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

## **4.8 Superannuation**

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

4.8.10 Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 4.8.3 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 4.8.3 and pay the amount authorised under clause 4.8.1 and 4.8.2 to one of the following superannuation funds or its successor:

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

#### **4.9 Annual Leave Loading**

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

4.9.2 Teacher who commences employment after the beginning of a school year and:

- (a) has actually taught for at least twenty (20) weeks; or
  - (b) has taught for at least a full school term and who teaches to the end of the school year,
- shall be paid the proportion of the annual leave loading prescribed in clause 4.9.1 that the teacher's service (excluding school vacations) bears to a standard school year.

4.9.3 A teacher who resigns, having given the prescribed notice in writing, or whose services are terminated by the employer for some reason or reasons other than serious misconduct and who has taught for at least the full first school term shall be paid the proportion of the annual leave loading prescribed in clause 4.9.1 that the teacher's service (excluding school vacations) bears to a standard school year; Provided that such loading shall be calculated upon salary which the employee was receiving immediately before cessation of employment.

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

4.9.5 For the purposes of clause 4.9, a standard year shall be deemed to be as described at clause 4.2.5(c) (Proportion of Salary) of this Agreement.

4.9.6 For the purposes of clause 4.9 salaries shall be regarded as including allowances prescribed by Schedule 1.

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

- (a) in employer designated pay periods in December each year, or
- (b) where an employee has a salary packaging arrangement (in accordance with clause 4.15) it may be agreed that the loading be paid fortnightly in the regular pay periods.

4.9.8 Annual leave loading for an employee (other than a teacher) shall 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 4.15) it may be agreed that the loading be paid fortnightly in the regular pay periods.

- 4.9.9 Where an employee to whom paragraph 4.9.2 (a) applies takes annual leave at the conclusion of a school year, the annual leave loading due will be paid in employer designated pay periods in December of that year.

#### **4.10 Overpayments**

##### **4.10.1 Current Employees**

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

##### **4.10.2 At Date of Termination**

- (a) If, at the date of termination of an employee's services, it is clearly established and accepted by the employee that the employee owes the employer money (for example, in the case of overpayment of wages), the employer is entitled to and may withhold from monies due to the employee, as either wages or leave entitlements, an amount equivalent to the overpayment.
- (b) Where an employee fails to give the minimum prescribed notice of resignation, the employer shall have the right to withhold monies due to the employee up to a maximum amount equal to the ordinary time rate for the period of notice, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

This sub-clause shall not apply where an earlier resignation date is mutually agreed between the employee and employer.
- (c) The employer is also required to provide the employee payment in lieu of notice, if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

#### **4.11 Termination Payments**

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

#### **4.12 Annualisation of Salary – Term-Time School Officers and Services Staff Employees**

##### **4.12.1 Annualisation of Salary – Term-Time School Officers and Services Staff Employees (except Toowoomba, Cairns and Brisbane Dioceses)**

- (a) Where a school officer or services staff employee is employed on a term-time basis, the employee may elect to have his/her salary annualised. School officers or services staff employees engaged for a fixed-term of less than one (1) school year will not be eligible to elect to annualise their salary.

Where a school officer or services staff employee elects to have his/her salary annualised, the employee must make application to do.

- (b) Where a school officer or services staff employee elects to have his/her salary annualised, such arrangement will operate for a period of one year or the remainder of the year as the case may be and the employee will be paid annualised fortnightly payments for one calendar year. A school officer or services staff employee will elect whether or not he/she will continue the arrangement on an annual basis. Having made the election to have his/her salary annualised, such arrangements cannot be altered during the calendar year in which they are in operation.
- (c) Upon receipt of a school officer's or services staff employee's application to have his/her salary annualised, the employer will provide to the employee confirmation in writing of the net annualised fortnightly salary which will be paid to the employee for the period of the arrangement.
- (d) A school officer's or services staff employee's net annualised fortnightly salary will be calculated as follows:

- (i) a school officer's or services staff employee's normal net fortnightly salary (A) will be identified by multiplying the ordinary hourly rate of pay as prescribed by this Agreement (B) by the number of hours the employee will normally be engaged to work per fortnight (C) and subtracting the appropriate amount of tax. (NB: A change in an employee's taxation circumstances, leading to an increase in tax, during the period of the arrangement will impact on the normal net fortnightly salary).

$$(B \times C) \text{ less tax} = A$$

- (ii) A school officer's or services staff employee's normal net annual salary (D) will be identified by multiplying the school officer's normal net fortnightly salary (A) by the total of the number of fortnights the employee will be engaged to work for the year in which the arrangement will operate (E) and the school officer's or services staff employee's pro-rata entitlement to annual leave (F) (calculated on a fortnightly basis and in accordance with clause 6.2.2 of this Agreement).

$$A \times (E + F) = D$$

- (iii) A school officer's or services staff employee's annualised net fortnightly salary (G) will be identified by dividing the normal net annual salary (D) by the number of fortnights in the particular year in which the arrangement will operate (twenty-six (26) or twenty-six and a half (26.5)).

$$D/26 = G \text{ or } D/26.5 = G$$

- (iv) The difference between the normal net fortnightly salary (A) and the annualised net fortnightly salary (G) will be banked by the employing authority each fortnight (H).

$$A - G = H \text{ (banked each fortnight)}$$

- (v) The school officer or services staff employee will be paid their annualised net fortnightly salary for each fortnight (26 or 26.5 fortnights) of the year (52 or 53 weeks).
- (vi) In addition, a school officer or services staff employee will be paid out at the end of each school year his/her pro-rata entitlement to annual leave loading calculated in accordance with clause 6.2.2 (a) (ii) of this Agreement plus any additional annual leave accrued during the period of the arrangement due to additional hours being worked.
- (e) Where the number of hours a school officer or services staff employee is normally engaged to work per fortnight increases during the period of the arrangement from that identified in subclause 4.12.1 (b) above, through the submitting of an altered contract of employment, the original arrangement entered into in accordance with 4.12.1 (a) above, will not be re-negotiated. In this situation, the net fortnightly salary paid to the employee during term time will be increased to reflect the changed circumstances. The amount that is banked in accordance with the arrangement each fortnight (H) will however not be altered. The salary paid to the employee, during school vacation periods that fall within the period of the arrangement following the increase in hours, will be consistent with the annualised net fortnightly salary as calculated in 4.12.1 (d) (iii), above, at the time the arrangement was originally entered into.
- (f) Where the number of hours a school officer or services staff employee is normally engaged to work per fortnight decreases during the period of the arrangement from that identified in subclause 4.12.1 (b) above, through the submitting of an altered contract of employment, the original arrangement entered into in accordance with 4.12.1 (a) above, will become void. In this situation the employee will be paid out the balance of what has been banked in accordance with the arrangement so far. The employee will subsequently be paid the normal net fortnightly salary that is consistent with the number of hours for which it has been confirmed the employee will be engaged to work per fortnight through the altered contract of employment.
- (g) Any additional hours that a school officer or services staff employee may be intermittently required to work in addition to the total hours identified in 4.12.1 (b) above, will be paid at the casual hourly rate of pay as prescribed by this Agreement. The employee will be paid these hours in addition to the annualised net fortnightly salary.
- (h) Any overtime hours which the employee is required to work will be paid at the appropriate overtime rate, calculated using the ordinary hourly rate of pay as prescribed by this Agreement. The employee will be paid these hours in addition to the annualised net fortnightly salary.
- (i) Any pro-rata annual leave loading to which the school officer or services staff employee is entitled will be paid at the ordinary hourly rate of pay as prescribed by this Agreement.
- (j) Where a school officer or services staff employee ceases the arrangement during the course of the calendar year, the employee will be paid out the balance of what has been banked in accordance with the arrangement so far.
- (k) Where a school officer or services staff employee elects to have his/her salary annualised, such an arrangement will be notated and retained within the time and wages record kept by the employer for the employee.
- (l) So as to avoid doubt, where a school officer or services staff employee is entitled to pro-rata annual leave, that employee will receive payment for any public holiday which falls within the period of pro-rata leave (calculated in accordance with the employee's days of employment immediately before the period of leave).

- (m) School officers or services staff employees who elect to annualise their salary in accordance with this clause are still eligible to access the banking of overtime provisions as contained in clauses 8.6 or 8.7 of this Agreement.

4.12.2 Annualisation of Salary – Term-Time School Officers and Services Staff Employees (Archdiocese of Brisbane and Cairns Diocese)

- (a) This clause (clause 4.12.2) will only apply to employees who are employed as school officers or services staff employees and who are employed by either the Archdiocese of Brisbane or the Cairns Diocese.
- (b) Where a school officer or services staff employee is employed on a term-time basis, that employee may elect to have his/her salary annualised.
- (c) A term-time school officer or services staff employee will receive a contract of employment which identifies the term time weeks and which specifies the contracted hours that the school officer is required to work during term time.
- (d) Where a school officer or services staff employee elects to have his/her salary annualised, that employee will receive the annualised rate of pay, specified in Schedule 1 – S1.6 of this Agreement, paid fortnightly and based on the term-time contracted hours for the calendar year.
- (e) For the purposes of this clause the commencement of the calendar year (of 52 weeks) will coincide with the commencement of the school year.
- (f) After a school officer or services staff employee elects to have his/her salary annualised, such arrangement will operate until the school officer or services staff employee elects not to annualise their salary.
- (g) Any hours worked in addition to those provided for in the term-time contract of employment (e.g. extra hours during term or additional weeks to term-time) will be paid for such hours at the casual rate specified in Schedule 1– S1.5 or Schedule – S1.7).
- (h) Any overtime hours which the employee is required to work will be paid or accessed in accordance with clause 8.7 of this Agreement. Overtime will be paid at the appropriate overtime rate, calculated using the ordinary hourly rate of pay as prescribed by Schedule 1– S1.5 or Schedule 1 – S1.7 of this Agreement.
- (i) A school officer or services staff employee subject to this clause will be paid their annualised rate for the calendar year.
- (j) Notwithstanding paragraph (i) above, a school officer or services staff employee subject to this clause will be paid annual leave loading (the quantum of such loading will be equal to the loading received by an employee whose salary is not annualised) in the two pay cycles immediately following the end of Term 4.
- (k) Where the employment of a school officer or services staff employee terminates prior to the end of the year that school officer will be paid the proportion of their annual salary (as prescribed by Schedule 1– S1.5 or Schedule 1 – S1.7 for that year that the employee's service, excluding school vacations, bears to the full number of term time weeks.

*The following example is provided to assist in the interpretation of paragraph (k) above. Where the employment of an employee terminates after 20 weeks, and there are 39 term time weeks in the year, that employee will receive a total payment for that year equal to 20/39 of the appropriate annual salary prescribed by Schedule 1 – S1.5 or Schedule 1 – S1.7. Hence the calculation of any amount due on termination will be: 20/39 of the appropriate annual salary prescribed by Schedule 1 - S1.5 or Schedule 1 – S1.6 less any payments already made in that year.*



- (l) Where a school officer or services staff employee has elected to annualise their salary, their long service leave balance will be converted to an annualised balance. If an employee subsequently decides to cease annualisation their long service leave balance will be adjusted to recognise the changed method of payment.
- (m) Long service leave is exclusive of school vacation periods for school officers or services staff employees who have annualised their salary in accordance with this clause.

4.12.3 Annualisation of Salary – Term-Time School Officers and Services Staff Employees  
(Toowoomba Diocese)

- (a) Full-time and part-time employees who are not required to work forty-eight (48) weeks a year may elect to have their salary annualised.
- (b) Employees who choose to have their salary annualised must notify the employer in writing.
- (c) Where a school officer or services staff employee elects to have his/her salary annualised, such arrangement will operate for a period of one year or the remainder of the year as the case may be and the employee will be paid annualised fortnightly payments for one calendar year. A school officer or services staff employee will elect whether or not he/she will continue the arrangement on an annual basis. Having made the election to have his/her salary annualised, the election cannot be altered during the calendar year in which they are in operation.
- (d) Where a school officer or services staff employee elects to have his/her salary annualised, such an arrangement will be notated and retained within the time and wages record kept by the employer for the employee.
- (e) The employer will provide to the employee the comparative annualised and standard hourly salary rates prior to the school officer being required to make an election.
- (f) Any employee electing to have their salary annualised under this clause will have their weekly payment calculated by the following formula:
  - (i)  $0.8333 \times W$  (where term weeks equal forty (40)); or
  - (ii)  $0.8500 \times W$  (where term weeks equal forty-one (41))
- (g) The school officer or services staff employee will be paid their annualised net fortnightly salary for each fortnight (twenty-six (26) or twenty-six-and-a-half (26.5) fortnights) of the year (fifty-two (52) or fifty-three (53) weeks).
- (h) In addition, a school officer or services staff employee will be paid out at the end of each school year his/her pro-rata entitlement to annual leave loading calculated in accordance with clause 6.2.2 (a) (ii) of this Agreement.
- (i) Any additional hours that a school officer or services staff employee may be intermittently required to work in addition to the total hours identified in clause 4.12.3 (c) above, will be paid at the casual hourly rate of pay as prescribed by this Agreement. The employee will be paid these hours in addition to the annualised net fortnightly salary.
- (j) Any overtime hours which the employee is required to work will be paid at the appropriate overtime rate, calculated using the ordinary hourly rate of pay as prescribed by this Agreement. The employee will be paid these hours in addition to the annualised net fortnightly salary.
- (k) School officers or services staff employees who elect to annualise their salary in accordance with this clause are still eligible to access the banking of overtime provisions as contained in clauses 8.6 or 8.7 of this Agreement.

- (l) Any pro-rata annual leave loading to which the school officer or services staff employee is entitled will be paid at the ordinary hourly rate of pay as prescribed by this Agreement.
- (m) Where a school officer is entitled to pro-rata annual leave, that employee will receive payment for any public holiday which falls within the period of pro-rata leave (calculated in accordance with the employee's days of employment immediately before the period of leave).

(n) Annual Leave and Payment on Termination

The provisions of this clause shall apply where:

- (i) An employee ceases employment;
- (ii) An employee commences employment after the school service date;
- (iii) An employee accesses approved leave without pay or parental leave for a period which (in total) exceeds twenty (20) pupil days in any year;
- (iv) The working hours of an employee are varied since the school service date.

(o) Calculation of payments

A payment pursuant to clause 4.12.3 (n) (i), (ii) and (iii) shall be calculated in accordance with the following formula:

$$\begin{array}{ll} \text{Step 1} & \frac{A \times B}{C} = D \\ \text{Step 2} & D - E = F \\ \text{Step 3} & \frac{F \times G}{2} = H \end{array}$$

Where:

- A = The number of term weeks worked by the employee since the school service date.
- B = The number of non-term weeks in the school year.
- C = The number of term weeks in the school year.
- D = Result in weeks.
- E = The number of non-term weeks already paid to the employee since the school service date.
- F = Result in weeks.
- G = The employee's current fortnightly salary.
- H = Amount due.

- (p) A payment made pursuant to clause 4.12.3 (n) (iv) shall be calculated in accordance with the following formula:

$$\begin{array}{ll}\text{Step 1} & A - B = C \\ \text{Step 2} & \frac{C \times D}{E} = F \\ \text{Step 3} & F - B = G\end{array}$$

Where:

- A = Total salary paid to the employee since the school service date.  
B = Salary paid to the employee in respect of non-term weeks since the school service date.  
C = Salary paid to the employee in respect of term weeks since the school service date.  
D = The number of non-term weeks in the school year.  
E = The number of term weeks in the school year.  
F = Result in dollars.  
G = Amount due.

For the purpose of this clause: “*School service date*” means the usual date the employee commences duties at the school in any year.

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

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

- 4.13.1 Where a public holiday falls on a day where a term-time employee normally would be expected to work, then that employee shall be paid for the hours normally rostered to work for that day.
- 4.13.2 Employees, other than new employees, shall be paid for their normal rostered hours for any public holiday that occurs on the day before the employee’s first day of work for that term and for any public holiday that occurs on the day after the employee’s last day of work for that term if they are normally rostered to work on that day.
- 4.13.3 Term-time employees commencing employment with a new employing authority shall be paid from their first day of work. If the preceding day is a public holiday they will not be paid for the public holiday. Such an employee shall be paid for their normal rostered hours for any public holiday that occurs on the day after the employee’s last day of work for that term if they are normally rostered to work on that day.
- 4.13.4 The public holiday(s) paid in accordance with these provisions shall be included in the calculation of the employee’s length of service for all purposes.
- 4.13.5 For the purposes of this clause, a successive fixed-term term-time employee is one who is as defined in clauses 1.3.5 and 1.3.6 of this Agreement and who is employed on two or more successive contracts with the one employing authority and has not more than three months break between such contracts.

**4.13.6 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, shall be paid for Good Friday if they normally are rostered to work on a Friday. Such payment would be for their normal rostered hours.
- (b) This provision will not apply to those employed on casual rates or those employed under clause 3.2 of this Agreement

**4.14 Pay Advice Slips**

- 4.14.1 The employing authority agrees to the implementation of measures to provide all employees with details of leave accruals where the employing authority does not currently provide such details on pay advice slips.
- 4.14.2 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.
- 4.14.3 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.
- 4.14.4 Employees who currently receive such information on pay advice slips shall continue to be provided with such information on pay advice slips.
- 4.14.5 Employing authorities will advise employees when they are eligible for long service leave. They will respond to requests from employees for an assessment of current long service leave accrual within twenty-one (21) days of receipt of the request.
- 4.14.6 Employees will have access to payslips and leave balances online through 'web self-service'. However, where it is not reasonable or convenient for an employee to access this information online, the employer will make available the provision of this information as a 'paper' pay slip.
- 4.14.7 The employer will use its best endeavours to ensure that the leave balances made available to employees are accurate. There may be occasions where delays in the provision of information to the employers' payroll area may result in information which is not up to date. Consequently, employees will use the information so provided as a guide and will be able to seek specific identification of entitlements as required.

**4.15 Salary Packaging – Other than to Superannuation**

- 4.15.1 The employing authority agrees to the implementation of salary packaging for components other than superannuation. Administrative guidelines will be made available to all employees.
- 4.15.2 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.

#### **4.16 Salary Package into Superannuation Funds**

- 4.16.1 Employees shall be permitted to elect to salary package into an approved superannuation fund, subject to compliance with superannuation legislation. Where the employing authority and individual employee agree an additional contribution may be made into a complying superannuation fund within the range of funds offered by the employing authority. This Agreement shall be subject to the following provisos:
- (a) the fund(s) comply with the provisions of the *Superannuation Industry (Supervision) Act 1993*;
  - (b) the implementation of any such arrangements shall be at the discretion of the employing authority;
  - (c) the contribution shall be expressed as either a dollar amount or as a percentage;
  - (d) such salary packaging arrangements shall be available to all employees with the exception of casual employees. Notwithstanding the forgoing, an employing authority, at their discretion, may make these arrangements available to casual employees;
  - (e) the funds shall accept electronic funds transfer;
  - (f) any arrangements as set out in this clause shall be at the employee's request;
  - (g) the terms of the arrangement shall be committed to writing and signed by the employing authority and the employee;
  - (h) a copy of the signed Agreement shall be held by the employing authority and a copy provided to the employee;
  - (i) this arrangement may be altered only once per annum;
  - (j) this subclause does not apply to the Archdiocese of Brisbane:
    - (i) the employing authority shall apply a Total Employment Cost (TEC) approach to make payments under the Salary Packaging Agreement;
    - (ii) the employee's TEC will be the sum of the base salary, leave loadings, locality allowances where they apply and superannuation contributions being met by the employing authority;
    - (iii) the parties acknowledge that within the limits prescribed in this clause the implementation of any salary packaging arrangement shall be at the discretion of the employing authority.

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

#### **4.17 Deferred Salary Scheme**

- 4.17.1 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.

- 4.17.2 The following principles for the scheme shall apply:

- (a) an employee shall make application to participate in the deferred salary scheme a minimum of three (3) calendar months before such participation is to begin.
- (b) to be eligible for participation in the deferred salary scheme, employees must seek advice from a qualified financial advisor and superannuation fund regarding individual implications for taxation and superannuation.

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

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

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

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

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

- 5.1.1 Hours of work conditions applying to teachers are listed at clause 7.11 and Schedule 3 (Hours of Duty – Teachers) of this Agreement.
- 5.1.2 Hours of work conditions applying to school officers are listed at clause 8.5 of this Agreement.
- 5.1.3 Hours of work conditions applying to boarding school and college boarding supervisors are listed in Schedule 13 of this Agreement.
- 5.1.4 Hours of work conditions applying to services staff, other than boarding supervisors, are listed in Schedule 12 of this Agreement.
- 5.1.5 Hours of work conditions applying to Nurses are listed in Schedule 11 of this Agreement.
- 5.1.6 Hours of work conditions applying to Children's Services employees are listed in Schedule 14 of this Agreement.

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

- 5.2.1 This clause applies to employees who are teachers.

- (a) Meal Breaks

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

- (b) Rest Pauses

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

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

- (a) Meal Breaks

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

(b) Rest Pauses

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



## **PART 6 LEAVE**

### **6.1 Annual Leave – Teachers**

#### **6.1.1 Entitlement**

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

#### **6.1.2 Annual Leave Loading**

The annual leave loading for teachers is provided at clause 4.9 of this Agreement.

### **6.2 Annual Leave - School Officers and Services Staff**

#### **6.2.1 Entitlements**

- (a) Full-time, part-time and fixed-term employees, covered by this Agreement shall, at the end of each year of employment, be entitled to annual leave with pay as set out hereunder.
- (b) The accrual rate of annual leave for full-time employees shall be one hundred and fifty-two (152) hours per annum (i.e. four (4) weeks annual leave per annum on a thirty-eight (38) hour week basis).
- (c) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Service includes a period when annual leave is taken by the employee. The calculation of the entitlement to such leave is set out in paragraphs 6.2.1 (d) and (e).
- (d) Part-time and fixed-term employees shall at the end of the initial school year in which they are employed be entitled to annual leave calculated as follows:
  - (i) annual leave due to the employee will be determined using the following formula:

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

Where: A = number of weeks worked during that year

- (ii) the number of weeks of annual leave determined using the formula in 6.2.1 (c) (i) will be paid for as follows:

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

Where B = average hours worked per week during that year

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

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

Where: C = number of weeks worked during that year plus the number of weeks of annual leave determined using the formula in 6.2.1 (d) (i).

- (ii) The number of weeks of annual leave determined using the formula in 6.2.1 (d) (i) will be paid for as follows:

weeks of annual leave      x B      x 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 10.
- (g) Annual leave shall be taken by all employees during school vacation periods unless otherwise agreed between the employer and employee.
- (h) If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.
- (i) An employee, who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, is not entitled to any further annual leave at the end of that year of employment.
- (j) An employee, who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

#### 6.2.2 Calculation of Annual Leave Pay

- (a) In respect to annual leave entitlements to which clause 6.2 applies, annual leave pay (including any proportionate payments) shall 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 clause 6.2.2 (a) (i).
- (b) Clause 6.2.2 (a) shall not apply to:
- (i) any period or periods of leave exceeding four (4) weeks per annum in any other case; and
- (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

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

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

#### 6.2.4 Cashing-Out Annual Leave

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

#### 6.2.5 Direction to Take Excess Annual Leave

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

- (vii) the reasonableness of the period of notice given by the employee to take leave.
- (c) In the absence of an agreement with the employee, the employer shall determine when the annual leave is to be taken, provided that the employee is given notice of at least three (3) calendar months.

### **6.3 Long Service Leave**

*This clause is to read in conjunction with Schedule 15 (Long Service Leave – Teachers).*

#### **6.3.1 Accrual of Long Service Leave**

- (a) Teaching staff shall accrue long service leave at the rate of 1.3 weeks per year of continuous service in accordance with the provisions of Schedule 15 (Long Service Leave – Teachers).
- (b) Other staff shall accrue long service leave at the rate of 1.3 weeks per year of continuous service from 1 January 1998.

#### **6.3.2 Access to Long Service Leave**

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

6.3.3 Employer Direction to Take Long Service Leave

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

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

6.3.5 Interaction between personal/carer's leave 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, 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, 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.

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

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

6.3.8 Long Service Leave at Half Pay

- (a) Accrued Long Service Leave (LSL) may be accessed at half pay, in accordance with clause 6.3.2 and clause 6.3.3 (above). In such circumstances the employee will be entitled to double the period of leave which would otherwise be applicable.
- (b) The period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.
- (c) Where an employee accesses LSL at half pay that employee will accrue all leave entitlements on a pro rata basis.
- (d) The facility to access long service leave at half pay is not available to employees where the time to be taken is less than four (4) weeks.
- (e) Where an employee accesses long service leave at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated. Any associated costs will be borne by the employee consistent with current salary packaging arrangements.

- (f) A period of LSL at half pay will be exclusive of public holidays. A public holiday occurring during a period of LSL at half pay, and which falls on a day on which the subject employee would otherwise work, will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.
- (g) Where an employee on a period of LSL at half pay becomes ill during such period, the provisions of clause 6.3.5 will apply, except that the:
  - (i) period of personal leave will be paid for at half the rate which would have been applicable if the employee 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 leave debited from the employee's personal 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 employing authority. Where an employing authority employs teachers from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (iv). Where an employing authority employs teachers from the beginning of term one to the

day before the beginning of term one in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of 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 clause (clause 6.3.8 (h) (vi)). For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (iv). All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.

#### 6.3.9 Portability of Long Service Leave

- (a) Long service leave accruals with Queensland Catholic education employing authorities from the nominated date shall be portable subject to paragraph 6.3.9 (d).
- (b) For teachers the “nominated date” described in paragraphs 6.3.9 (a) and (d) is the date identified in Schedule 15 (Long Service Leave – Teachers), paragraphs S15.3 (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 6.3.9 (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 shall be portable for the purpose of long service leave accrual; and
  - (ii) all continuous service, from the nominated date, with a Catholic education employing authority shall be portable for the purpose of long service leave accrual; and
  - (iii) there must be continuity of service (as defined by the *Industrial Relations Act 2016* (Qld)) between Catholic education employing authorities.

#### 6.3.10 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 clause 6.3 and Schedule 15 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 sub-clause 6.3.10 (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.

## **6.4 Personal/Carer’s Leave**

### **6.4.1 Personal/Carer’s Leave Accrual**

- (a) Full-time employees will accrue personal leave at the rate of ten (10) days per year.
- (b) Personal/Carer’s leave is accumulated 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/carers leave on a pro rata basis.

### **6.4.2 Portability of Personal/Carer Leave**

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

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

### **6.4.3 Personal/Carer Leave Access for Teachers**

In addition to the provisions of clause 6.4.2, Diocesan employing authorities agree to continue the provision of access to personal leave as described in Schedule 16 (Portability of Employee Benefits).

### **6.4.4 Taking Personal/Carer’s Leave**

- (a) An employee may take paid personal/carers 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 clause 6.4.4 (a), the employee may take up to an additional two (2) days unpaid personal/carers leave each time the employee needs to care for and support members of the employee’s immediate family or household who requires care and support for a reason specified in 6.4.4 (a) (ii).
- (c) The employee may take additional unpaid carers leave if the employer agrees.
- (d) An employee cannot take personal/carers leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than one (1) person to care for the person.
- (e) Personal/carers leave may be taken for part of a day.



- (f) In this clause (clause 6.4.4):
  - (i) “employee” does not include a casual employee.
  - (ii) “personal leave” includes sick personal leave accrued before the commencement of this clause.

#### 6.4.5 Casual Employees

- (a) A casual employee is entitled to unpaid personal/carer’s leave where a reason specified in clause 6.4.4 (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.

#### 6.4.6 Provision of evidence to the employer

- (a) Where an employee accesses personal leave as a result of their own personal illness or injury (clause 6.4.4 (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) Where an employee accesses personal/carer’s leave for a reason specified in clause 6.4.4 (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.
- (c) 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.
- (d) 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.

### 6.5 Health Check Leave

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

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

**6.6 Access to Leave – Terminally Ill Member of Household**

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

**6.7 Unpaid Parental Leave**

- 6.7.1 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) as follows:

- (a) [Eligibility – 12 months of service](#)
- (b) [Adoption leave – child must be under 16](#)
- (c) [Transfer of employment situations](#)
- (d) [Entitlement – 12 months unpaid leave](#)
- (e) [The period of leave – non-employee couples](#)
- (f) [The period of leave – employee couples](#)
- (g) [Employee may be required to take leave 6 weeks before birth](#)
- (h) [Notice and evidence requirements](#)
- (i) [Extending period of leave – up to initial 12 months](#)
- (j) [Extending period of leave – a further period of 12 months](#)
- (k) [Reducing period of leave](#)
- (l) [End of pregnancy or child dies](#)
- (m) [Ceasing to be responsible for child](#)
- (n) [Accessing paid leave](#)
- (o) [Keeping in touch days](#)
- (p) [Leave not extended by keeping in touch days](#)
- (q) [Unpaid special maternity leave \(pregnancy related illness or pregnancy ends\)](#)
- (r) [Transfer to a safe job](#)
- (s) [Paid no safe job leave](#)
- (t) [Employee on paid no safe job leave – further medical certificate](#)
- (u) [Unpaid no safe job leave](#)
- (v) [Consultation with employee on leave – where significant effect on job](#)
- (w) [Return to work guarantee](#)
- (x) [Replacement employees](#)
- (y) [Unpaid pre-adoption leave](#)

- 6.7.2 For information purposes, a summary of the NES provisions are provided on the [Fair Work Ombudsman website](#).

6.7.3 The normal guidelines and application procedures of the employer will be used to access unpaid parental leave.

6.7.4 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.

## **6.8 Paid Parental Leave**

6.8.1 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 clause 6.8.3 (a), (b) or (c); 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.

6.8.2 In this clause (clause 6.8):

- (a) "child" for the purposes of clause 6.8.3 (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; and
- (d) "primary carer" means the person who assumes the principal role of providing care and attention to a child

6.8.3 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) 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.

6.8.4 Where both spouses:

- (a) are employed by employers covered by either this Agreement or the *Catholic Employing Authorities Single Enterprise Collective Agreement – Religious Institute Schools of Queensland 2019-2023* (or any enterprise agreement that replaces, or is replaced by that agreement); and
- (b) would otherwise comply with clauses 6.8.3 (a) and (c);

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 6.8.11); and two (2) weeks PPL after the employee who gave birth returns to work.*

6.8.5 PPL is:

- (a) taken at the commencement of parental leave as one unbroken period and cannot be broken into smaller periods of leave;
- (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) accessed prior to any annual leave or long service leave that the employee may wish to apply for;
- (f) not to be substituted by paid personal leave; and
- (g) not diminished by any federal government's legislative paid parental leave scheme that is implemented consistent with that legislation.

6.8.6 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 6.8.1 (Eligible Employees),will be entitled to subsequent period(s) of PPL 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.

6.8.7 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 leave entitlements will accrue on a 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.
- (b) An employee on PPL pursuant to clause 6.8.3 (c) (a spouse who is the primary carer of the child) is not entitled to apply for PPL at half pay.

6.8.8 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 employing authority:

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

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

6.8.9 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.

6.8.10 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 shall 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 shall 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 shall be entitled to remain on PPL for the fourteen (14) week period.

6.8.11 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 as follows:
  - (i) this leave is a separate entitlement to personal/carer's leave and shall not be deducted from the employee's accrued personal leave.

*For example, a full-time employee is entitled to ten (10) days paid leave from the school workplace (that is, a fortnight's full-time wage payment) in connection with the birth or adoption of their child.*
  - (ii) subject to paragraphs (iii) to (v) below, the employee can nominate when they will take this leave;
  - (iii) the period of leave nominated by the employee will be taken within one month of the confinement or adoption, however, 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;
  - (iv) the employee must comply with the notice requirements identified in paragraph (b) below;
  - (v) the employee must, if requested, participate in discussions with the employer regarding reasonable operational requirements.
  - (vi) this period of leave is inclusive of public holidays which may fall during the leave;
  - (vii) for teachers, this period of leave will be exclusive of any paid school vacation which may fall during the leave;
  - (viii) 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 notice requirements identified in clause 6.7.1 (h).

- (c) Employees who are the primary care givers and have accessed PPL in accordance with clause 6.8.3 (b) or (c) 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 clause 6.8.11 (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 leave.

## **6.9 Compassionate Leave**

6.9.1 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 6.9.1 (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

#### 6.9.2 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 paragraph 6.9.1 (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.

#### 6.9.3 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.

### 6.10 Emergency and Natural Disaster Leave

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

6.10.2 Employees will assist with keeping schools open to support students, families and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in clause 6.10.3 or are otherwise on approved leave. Subject to clause 6.10.3 employees may be asked to assist with preparing for a reopening of a damaged school.

6.10.3 An employee who is prevented from attending the employee's normal place of employment because of floods, cyclonic disturbances, severe storms, or bush-fires (or any other comparable natural disaster or emergency) shall be granted a maximum of five (5) days per calendar year non-cumulative paid leave in the following circumstances:

- (a) when they have experienced extreme loss or trauma; or
- (b) where the employee must, of necessity, remain at home to safeguard the employee's family or property; or

- (c) where the employee must remain at home to have temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence etcetera; or
- (d) where an employee must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or
- (e) where the employee is away from their usual residence and is unavoidably delayed in returning to their place of employment due to identified and specific disruptions to transport services and facilities; or
- (f) where the employee is required to return home before the employee's usual ceasing time to ensure personal safety, the protection of the employee's family and property or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions.

6.10.4 Access to the leave as in clause 6.10.3 will be coordinated by the employing authority and/or principal.

6.10.5 The employing authority and/or principal will make every effort to clarify contact and communication procedures to be used at times of emergencies.

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

6.10.7 Leave for attendance at emergencies

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

## **6.11 Defence Force Reserve Leave**

6.11.1 Teachers

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

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

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

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

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

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

**6.11.2 School Officers and Service Staff**

- (a) School officers and service staff who are members of the Defence Force Reserve may access leave with pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of ten (10) calendar days each ATO financial year.  
  
In addition, a school officer or services staff member may access an additional twenty-two (22) calendar days paid leave during term time each ATO financial year, after the initial qualifying period has been paid by the employer, provided that the employer receives a payment for the employee absence under the Employer Support Payment Scheme (Defence Reserves Support) or howsoever named.
- (b) In addition to the above, a further fourteen (14) calendar days leave with pay may be accessed in an employee's first year of reserve service, where attendance at recruitment or initial training is required.
- (c) The school officer or service staff member is not required to forward to the employing authority any monies or allowances paid by the defence force for their attendance at camps, courses or other training whilst on periods of leave with pay.
- (d) The employee shall not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.
- (e) Wherever possible, the school officer or service staff member should schedule their attendance at Defence Force Reserve activities during annual leave.
- (f) Any further absence due to defence force reserve leave activities will be approved as leave without pay.

**6.12 Cultural Leave**

- 6.12.1 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.
- 6.12.2 An employee, as defined in clause 6.12.9, 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.
- 6.12.3 Such applications will be considered within the normal leave provisions, guidelines and application procedures.
- 6.12.4 The employer must not unreasonably refuse the leave.
- 6.12.5 In considering the employee's request for leave, the employer must consider at least the following:
  - (a) the employer's capacity to 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.

- 6.12.6 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.
- 6.12.7 If it is not practicable for the employee to give the notice before taking the leave, the employee must give the employer notice of the matters in clause 6.12.6 (b) and (c) at the first opportunity.
- 6.12.8 It is declared that leave provided under this section is a welfare measure for the purposes of the Queensland *Anti-Discrimination Act 1991*, section 104.
- 6.12.9 In this clause 6.12: 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.
- 6.13 Extended Unpaid Leave**
- 6.13.1 An employee may apply to access extended unpaid leave on the following basis:
- (a) at least six (6) months’ notice is given in all but exceptional circumstances;
  - (b) at least three (3) years continuous service has been completed prior to the intended commencement of each period of leave;
  - (c) notwithstanding (b) above, new graduate primary teachers subject to the provisions of any staff mobility clause (clause 7.16 of this Agreement) would usually be required to complete four (4) years of continuous service prior to the intended commencement of leave;
  - (d) the period of leave sought is a maximum of twelve (12) months duration and should normally occur within the calendar year.
- 6.13.2 A subsequent application for consecutive unpaid leave may also be considered, in special circumstances.
- 6.13.3 Approval of extended unpaid leave applications are granted at the employer’s discretion.
- 6.13.4 Extended unpaid leave can also be used in conjunction with other forms of leave with their own prescribed parameters, as detailed elsewhere in this Agreement. Specifically, this clause does not override an employee’s access to extended unpaid leave associated with parental leave, carer’s leave, defence force leave or any other industrial provision.
- 6.14 Union Education Leave**
- 6.14.1 Paid leave of absence may be granted to employees under the following conditions:
- (a) up to three days leave on ordinary pay shall be granted to attend courses, seminars or workshops of an industrial or professional nature conducted by the Australian Council of Trade Unions (ACTU), IEUA, ANMF/QNMU or, specific union training courses approved by the union;
  - (b) the leave shall be non-cumulative. One (1) month of notice must be given of the employee's intention to take this leave;
  - (c) the application for leave shall be endorsed by the respective union;
  - (d) the granting of such leave shall be subject to the reasonable convenience of the employing authority having regard to the efficient operation of the school concerned. Consistent with the college’s/school’s professional development guidelines the employer shall not unreasonably withhold approval to attend such courses;

- (e) no employee shall be granted leave in excess of the duration of the course i.e. travelling time is not included;
- (f) the employing authority is not responsible for any additional costs except for the payment of relief employees where this is considered appropriate. The maximum number of employees at a particular school who may avail themselves of this leave at the same time are:
  - (i) teachers
    - (A) where the school employs up to thirty (30) teachers – One (1) teacher; or
    - (B) where the school employs more than thirty (30) teachers – Two (2) teachers;
  - (ii) non-teaching staff
    - (A) where the school employs up to eight (8) non-teaching staff – One (1) non-teaching employee; or
    - (B) where the school employs more than eight (8) non-teaching staff – two (2) non-teaching employees.

#### 6.14.2 Application

Applications for this leave must be submitted through the Principal to Personnel Services within the prescribed time limits and must include the following documentation:

- (a) an application for leave;
- (b) details of the course to be attended; and
- (c) endorsement from the respective union.

### 6.15 Union Development Leave

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

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

6.15.2 Union development leave is restricted to not more than three (3) employees per year from Brisbane Catholic Education and two (2) employees per year from each other Diocesan Catholic education employing authority. The two (2) employees from an employing authority should not be from the same school unless agreed upon by the employing authority. An employee will not be eligible to apply for union development leave more than once in any three (3) year period.

6.15.3 Such leave will be at the discretion of the employing authority. 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 employing authority will not unreasonably withhold approval of such leave.

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

## **6.16 Public Holidays**

- 6.16.1 An employee (other than a casual employee) who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.
- 6.16.2 All work 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](#).
- 6.16.3 Double Time and a-Half
- For the purposes of clause 6.16, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.
- 6.16.4 Annual Show
- (a) Moreover, all work done by an employee in a district specified from time to time by the Minister by notification published in the Queensland Government Industrial Gazette on the day appointed under the *Holidays Act 1983*, to be kept a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the 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.
- 6.16.5 Notwithstanding any other provision of clause 6.16 when an employee works on a public holiday such employee shall be paid at the rate prescribed by clause 6.16 for the particular holiday or by agreement between the employee and the employer may be paid at the ordinary rate and given a day off in lieu thereof within twenty-eight (28) days of the holiday occurring; provided that if an employee subsequently works on the day in lieu of the deferred public holiday, such employee shall be paid in accordance with the other provisions of clause 6.16.2.

## **6.17 Domestic Violence Leave**

- 6.17.1 Leave
- (a) An employee, who is experiencing domestic violence, will have access to ten (10) days per year non-cumulative of paid special leave in order to address related matters including, but not limited to:
    - (i) attending medical and/or counselling appointments;
    - (ii) sourcing alternative accommodation;
    - (iii) accessing legal advice;
    - (iv) attending legal proceedings;
    - (v) organising alternative care for members of their immediate family or household;
    - (vi) organising alternative education arrangements for their children;
    - (vii) rebuilding support networks; and

(viii) other issues related to the domestic violence.

- (b) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved.
- (c) Employees can also access existing leave entitlements for the abovementioned purposes, without the usual notice requirements.
- (d) It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing this special leave.

**6.17.2 Supporting Another Person Experiencing Domestic Violence**

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

**6.17.3 Confidentiality**

- (a) The employer must take steps to ensure information concerning any notice or evidence an employee has given under clause 6.17.4 (Notice of Evidence) of the employee taking leave under this clause (clause 6.17 – Domestic Violence Leave) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this clause prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

**6.17.4 Notice**

- (a) An employee must give their employer notice that they will be absent from work due to experiencing domestic violence; or the employee requires time off to deal with the impact of domestic violence; and it is impractical for the employee to do that thing outside the employee's ordinary hours of work.
- (b) The notice must be given as soon as reasonably practicable, and include the period of leave, or the expected period, of the leave, (which may be a time after the leave has started unless the circumstances are beyond the employee's control).

**6.18 Jury Service Leave**

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

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

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

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

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

**6.19 Payment of Leave**

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



## **PART 7 CONDITIONS APPLYING TO TEACHERS**

### **7.1 Classification**

#### **7.1.1**

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

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

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

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

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

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

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

- (a) A 4 year trained teacher shall be appointed at Graduate in the scale at clause 7.1.1 (a) above.
- (b) A 4 year trained teacher will progress to Proficient 1 once they meet the requirements of full registration with the Queensland College of Teachers (QCT), as provided by clause 7.10.2, and will then progress from one salary step to a higher salary step (subject to clause 4.2.6) by annual increments to Proficient 8.
- (c) A 4 year trained teacher who has an approved Bachelor's degree with first or second degree honours from a recognised university plus one year of teacher education or two (2) approved degrees from a recognised university plus one year of teacher education shall be classified as prescribed by Clause 7.6.

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

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

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

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

- (a) A three (3) year trained teacher shall be appointed at Step 1 of the scale at clause 7.1.1 (b) above.
- (b) Except as provided by paragraph 7.1.4 (c) below, a three (3) year trained teacher shall progress from Step 1 to Graduate (subject to clause 4.2.6) by annual increment.
- (c) A three (3) year trained teacher shall progress to Proficient 1 after meeting the requirements for full registration with the Queensland College of Teachers (QCT), as provided by clause 7.10.2, irrespective of whether they are at Step 1, Step 2, or Graduate when they apply. Clause 7.7 (Timely Notification of Qualifications and Experience) applies to this paragraph (paragraph 7.1.4 (c)).
- (d) A three (3) year trained teacher who is classified as Graduate, shall remain at the Graduate step until they have met the requirements for full registration with the Queensland College of Teachers (QCT).
- (e) A three (3) year trained teacher shall progress from Proficient 1 to Proficient 4 (subject to clause 4.2.6) by annual increment.
- (f) Except as provided by clauses 7.1.5 and 7.1.6, or as otherwise provided by this Agreement, a three (3) year trained teacher shall progress from Proficient 4 to Proficient 8 by completing two (2) years' service (subject to clause 4.2.6) on each of Proficient 4, 5, 6, and 7.

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

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

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

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

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

- (a) Notwithstanding the provisions of paragraph 7.1.4 (f), a 3 year trained teacher may apply for progression by annual increments from Proficient 4 to 8 subject to the following conditions:
  - (i) completion of at least twelve (12) months service on Proficient 4;
  - (ii) participation in one hundred and fifty (150) hours of accredited professional development activities to be achieved at an annual average rate of not less than thirty (30) hours (five (5) days) and to be undertaken outside the hours engaged in teaching; and
  - (iii) provision of a statement outlining the knowledge and skills acquired through participation in professional development.
- (b) Applications for progression identified in paragraph 7.1.6 (a) shall be made through the principal of the school and be subject to assessment and recommendation to the school authority by a panel consisting of:
  - (i) a representative of the school authority;
  - (ii) a representative of the teacher seeking progression;
  - (iii) a representative jointly agreed to.
- (c) Applications for progression identified in paragraph 7.1.6 (a) shall include:
  - (i) certification of participation in accredited professional development activities by activity providers; and
  - (ii) a brief statement on a standard agreed, outlining the additional knowledge and skills acquired and their application in the teacher's work.
- (d) No teacher shall be required to undergo classroom or other inspection for the purposes of certification.
- (e) The review panel identified in paragraph 7.1.6 (b) shall make a recommendation to the employing authority as to whether in its opinion the teacher has satisfied the eligibility criteria in clause 7.1.6 (a).
- (f) A teacher who is assessed by the review panel as having satisfied the requirements contained in clause 7.1.6 (a) shall be entitled to progress to the next incremental pay step (Proficient 4 to 8 as appropriate) effective from their date of application or on the completion of twelve (12) months' service on their current incremental step (whichever is the later).

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

Where a teacher is appointed to a position of leadership, that teacher will be deemed to progress through the incremental steps as provided in paragraphs 7.1.1 (a), 7.1.1 (b) or clause 7.1.5 on the basis of their total years of service as a teacher. However, any leadership allowance will be paid consistent with clause S2.3 (Schedule 2 – Positions of Leadership).

7.1.8 Review

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

## **7.2 Experienced Proficient Teacher**

7.2.1 From the first full pay period on or after 1 July 2022, 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) Institute at the Highly Accomplished Teacher career stage.

7.2.2 For part-time teachers, a completed year of service for this clause is deemed to be the same as provided for in clause 7.18.10 of this Agreement (namely, the performance of an aggregate of 1,200 hours of paid work).

7.2.3 For the purpose of this clause (clause 7.2), all relevant service with the employing authority or another employer will be recognised.

7.2.4 Notwithstanding when the discussion occurs (see clause 7.2.1 (b)), the date of payment as an Experienced Proficient Teacher shall be the date of eligibility consistent with clause 7.2.1 (a).

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

7.3.1 Definition

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

7.3.2 Certification and Renewal of Certification

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

7.3.3 Remuneration Level

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

7.3.4 Roles and Duties

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

7.3.5 Positions of Leadership

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

**7.3.6 Currency**

- (a) Teachers must maintain the currency of their certification as HAT for their classification and payment to be continued. Where renewal is not confirmed, or if the certification is otherwise revoked by the certifying authority, teachers will be paid on the Proficient scale in accordance with their teaching service as provided for in the Agreement.
- (b) Teachers are responsible for providing original or certified copies of their documentation to their employer for verification and action. Clause 7.7 (Timely Notification of Qualifications and Experience) applies to this process.

**7.3.7 Portability**

- (a) Teachers who have been certified as HAT by the Queensland College of Teachers (QCT) or another certifying body whose processes comply with those of the Australian Institute of Teaching and School Leadership (AITSL), and who meet the teaching service requirement in clause 7.3.3 above, will be classified as HAT by Catholic school authorities in Queensland.
- (b) Teachers new to Queensland Catholic education who are certified as HAT, and who meet the teaching service requirement in clause 7.3.3 above, will be classified as a HAT for the duration of their remaining HAT certification period.

**7.3.8 Quota**

No quotas are applicable to this classification.

**7.4 Lead Teacher (LT)**

**7.4.1 Definition**

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

**7.4.2 Certification and Renewal of Certification**

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

**7.4.3 Remuneration Level**

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

**7.4.4 Roles and Duties**

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

**7.4.5 Positions of Leadership**

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

7.4.6 Currency

- (a) Teachers must maintain the currency of their certification as LT for their classification and payment to be continued. Where renewal is not confirmed, or if the certification is otherwise revoked by the certifying authority, teachers will be paid on the Proficient scale in accordance with their teaching service as provided for in the Agreement.
- (b) Teachers are responsible for providing original or certified copies of their documentation to their employer for verification and action. Clause 7.7 (Timely Notification of Qualifications and Experience) applies to this process.

7.4.7 Portability

- (a) Teachers who have been certified as LT by the Queensland College of Teachers (QCT) or another certifying body whose processes comply with those of the Australian Institute of Teaching and Leadership (AITSL), and who meet the teaching service requirement in clause 7.4.3 above, will be classified as LT by Catholic school authorities in Queensland.
- (b) Teachers new to Queensland Catholic education who are certified as LT, and who meet the teaching service requirement in clause 7.4.3 above, will be classified as a LT for the duration of their remaining LT certification period.

7.4.8 Quota

No quotas are applicable to this classification.

**7.5 Recognition of Prior Non-Teaching Service and Experience – Teachers**

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

- 7.5.1 In accordance with this clause a teacher, or applicant for the position of teacher, may apply to have prior non-teaching service and experience recognised for the purposes of salary classification. Full-time and part-time service and/or experience can be recognised. The method of implementing the salary classification resulting from the application of this clause (clause 7.5), is set out in clause 7.5.10.
- 7.5.2 Where an existing employee successfully makes application for the recognition of prior non-teaching service in accordance with this clause, they will be paid at the adjusted rate.
- 7.5.3 Any application for recognition of prior non-teaching service and experience must be made in accordance with clause 7.7 of this Agreement (Timely Notification of Qualifications and Experience).
- 7.5.4 A teacher or applicant for the position of teacher may seek recognition for multiple categories of prior non-teaching employment in one application.
- 7.5.5 Applications for recognition of previous non-teaching service and experience should relate to employment in an area/s relevant to their current teaching role. Recognition will be given only to employment that ceased in the five (5) year period prior to the date of appointment.
- 7.5.6 The five (5) year limitation in clause 7.5.5 may be extended by the employer where special circumstances are demonstrated by the teacher or applicant.
- 7.5.7 The relevance of the prior non-teaching experience must be demonstrated by the employee and accepted by the employer as being applicable to the current teaching role.
- 7.5.8 For the purposes of this clause any prior non-teaching service as an apprentice or trainee will not be recognised as relevant prior service.
- 7.5.9 Should prior non-teaching service and experience be recognised for salary classification purposes, any such recognised service will count on the basis of thirty-three per cent (33%).

7.5.10 Method of implementation

- (a) Where the applicant is a registered teacher, that teacher will have their classification (consistent with clause 7.1.1) advanced to the appropriate classification determined having regard to both their years of service as a teacher and the quantum of service recognised in accordance with this clause (clause 7.5).
- (b) Where the applicant is a provisionally registered teacher, that teacher will be classified (and paid) at the level of Graduate. Once the teacher obtains full registration (with the Queensland College of Teachers) that teacher will be classified (and paid) at the appropriate step on the Proficient scale determined having regard to the quantum of service recognised in accordance with this clause (clause 7.5).

**7.6 Recognition of Additional Qualifications Prior to Commencing Teaching Career**

- 7.6.1 This clause is to grant an extra salary classification level if the proposed employee has attained more than one (1) degree or a degree plus an honours year. These studies must be additional to the required teacher qualification study. The method of implementing the extra salary classification resulting from the application of this clause (clause 7.6), is set out in clauses 7.6.2 and 7.6.8.
- 7.6.2 A teacher must have completed the specified additional qualifications prior to, or within the initial twelve (12) months, of commencing employment as a teacher to be eligible for the extra salary classification in accordance with this clause. The increment date for teachers who complete the required qualifications after commencement of duty will be twelve (12) months (full-time equivalent) from the date of the completed additional qualification.
- 7.6.3 Bachelor, Honours, Master and Doctoral degrees awarded by recognised universities will be recognised for the purpose of this clause.
- 7.6.4 Teachers who possess the following combinations of qualifications are eligible to receive the extra salary classification provided by this clause:
- (a) Bachelor Degree and Honours year plus teacher qualification study; or
  - (b) two (2) approved degrees plus teacher qualification study.
- 7.6.5 A four (4) year combined degree, from a recognised university, that has a minimum requirement of eight (8) semesters at that university's standard full-time workload will not satisfy the requirements for the extra salary classification provided by this clause.
- 7.6.6 Only a combined degree, from a recognised university, that has a minimum requirement of ten (10) semesters at that university's standard full-time workload for that combined degree will satisfy the requirements for the extra salary classification provided by this clause.
- 7.6.7 The following scenarios are provided for the purpose of examples of the qualifications and classification levels assigned:
- (a) qualifications that would not attract the extra salary classification provided by this clause:
    - (i) Bachelor of Arts/Bachelor of Education (four (4) year combined degree)
    - (ii) Bachelor of Economics + Master of Teaching
    - (iii) Bachelor of Education.

- (b) qualifications that would attract the extra salary classification provided by this clause:
  - (i) Bachelor of Economics + Graduate Diploma of Education + Master of Teaching
  - (ii) Bachelor of Arts + Graduate Diploma of Education + Master of Education
  - (iii) Bachelor of Commerce + Bachelor of Commerce (Honours) + Graduate Diploma of Education
  - (iv) Bachelor of Arts + Bachelor of Arts (Honours) + Bachelor of Education
  - (v) Bachelor of Education + Honours year
  - (vi) Bachelor of Education/Bachelor of Psychology (five (5) year combined degree).

7.6.8 The teacher will, whilst they are provisionally registered, be classified (and paid) at the level of Graduate. Once the teacher obtains full registration (with the Queensland College of Teachers) that teacher will be classified (and paid) at Proficient 2.

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

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

7.7.1 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 7.10.2 (f)). 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.

7.7.2 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 7.5) 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 clause 7.7.3 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 clause 7.7.3 below. The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.

#### 7.7.3 Statement of Service

The statement of service should:

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

#### 7.7.4 Duty to Notify

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

### 7.8 Positions of Leadership

- 7.8.1 All appointments to the positions of leadership structure will be made under Schedule 2 of this Agreement.

## **7.9 Appointment Process – Positions of Leadership**

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

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

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

7.9.3 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.

## **7.10 Support for Graduate Teachers**

### **7.10.1 Induction**

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

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

### **7.10.2 New Graduate Teachers**

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

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

- (c) Provisionally registered teachers shall have access to a clear process to assist them in meeting the requirements for full registration. Access to this process should be open to all new graduate teachers, whether employed on a full-time, part-time, fixed-term or casual basis.
- (d) In the event that a graduate teacher has met the minimum number of days to apply for full registration and has developed the required portfolio for such application, the teacher shall have direct access to their current employer, seeking specific guidance and assistance as to how the teacher's evidence for the application may be reviewed and assessed consistent with the registration authority's requirements. Such access must be provided within two weeks of the teacher's request.
- (e) The graduate teacher will provide their employer with written notification and documentary evidence of:
  - (i) notification of full registration by the Queensland College of Teachers; and
  - (ii) the date of provision to the reviewer of the required portfolio.Clause 7.7 (Timely Notification of Qualifications and Experience) applies to this paragraph (paragraph 7.10.2 (e)).
- (f) The employing authority shall provide back-payment of wages to the documented date of submission of the required portfolio (7.10.2 (e) above) to be reviewed and assessed.
- (g) The following support shall be provided to graduates in the first year of employment:
  - (i) an initial induction and orientation of new school workplace, in accordance with sub-clause 7.10.1 above;
  - (ii) a formal induction program, including appropriate professional development support should any weaknesses become apparent or are otherwise identified by the new graduate; 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.
- (h) Time release shall be provided for any designated mentor/s to provide effective mentoring, consistent with sub-clause 7.10.2 (i) below.
- (i) The employing authority/principal may also provide:
  - (i) assistance by members of the school leadership:
    - (A) working with graduate in class;
    - (B) support and advice with access to teaching resources, program and lesson preparation;
  - (ii) assistance by other experienced teachers; and
  - (iii) a collegial work group for planning and discussion of suitable pedagogies.
- (j) The support offered to new graduates will normally be discussed and outlined as part of the initial school-level induction and orientation program.

- (k) Provision for time for teachers and members of the school leadership team providing assistance for new graduate teachers will be made within the provisions of Schedule 3 (Hours of Duty - Teachers) of this Agreement.

**7.10.3 Notification of Employment Details**

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

**7.11 Hours of Duty**

*This clause should be read in conjunction with clause 5.1 Hours of Work and related matters and Schedule 3 of this Agreement.*

**7.11.1 Secondary Schools**

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

**7.11.2 Primary Schools**

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

**7.11.3 Notwithstanding the above, the provisions of Schedule 3 (Hours of Duty – Teachers) of this Agreement shall apply.**

**7.11.4 Resident Teachers**

- (a) Notwithstanding the provisions of clauses 7.11.1 and 7.11.2 a resident teacher who is engaged as a full-time teacher in the same school to which the boarding establishment is attached may be required to spend no more than ten (10) hours per week in resident duties as herein defined. These hours of duty shall be in exchange for the resident teacher's board and residence.
- (b) By mutual agreement between the employee and the school authority the hours of resident duty of resident teachers may be averaged over one (1) term.

## **7.12 Itinerant Specialist Teachers – Primary**

- 7.12.1 Itinerant specialist teachers employed by an employing authority will be engaged under the provisions of this Agreement including the provisions regarding paid and unpaid breaks of clause S3.7 of Schedule 3 (Hours of Duty – Teachers).
- 7.12.2 In the allocation of duties under this Agreement, the employer agrees to take into account the itinerant nature of the role. The parties are committed to the fair and reasonable application of the Agreement.
- 7.12.3 Travel time is included in paid time. When travelling from the base school to the circuit school and vice versa, travel time is taken to include the time reasonably required to transport lesson resource material to and from the car and the classroom and to set up and pack up these materials.
- 7.12.4 Travel time is recognised as that time a teacher spends travelling between the various schools in their circuit and is not inclusive of travel between their residence and their base school.
- 7.12.5 Where a teacher travels directly from home to a circuit school other than their base school to commence their duties, the travel time, which is included in paid time, is recognised as that time which would have been taken to travel from the base school to the circuit school.
- 7.12.6 Where an employee is required to use their car, kilometric allowance shall be payable. The rates payable shall be in accordance with the employing authority's administrative guidelines.
- 7.12.7 Any grievance arising from the above provisions is to be addressed through the procedures contained in clause 2.4 of this Agreement.

## **7.13 Class Sizes**

- 7.13.1 It is recognised that class size has implications for the work of teachers and as such pertains to the employment relationship.
- 7.13.2 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 employing authority will continue to implement strategies that support teachers with the provision of quality educational programs and sound teaching practices so as to provide students with opportunities to achieve optimal educational outcomes.
- With this in mind, employers will continue to consider class staffing and resourcing levels when allocating classes to teachers. They will achieve class sizes that are within targets and balanced with overall school resourcing and budgetary constraints. The school enrolment patterns and demographic trends will also inform decisions about class sizes and resource allocation.
- 7.13.3 The employing authority 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 and practical classes operate so that appropriate support is provided.

**7.13.4 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

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

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

**7.14 Vocational Education**

**7.14.1** Vocational education and training is an integral and expanding curriculum provision in Queensland Catholic schools. In circumstances where a principal determines that the Middle Leadership structure at his/her school will include vocational education and training, the designated teachers responsible for its coordination and/or leadership, and who accept a middle leader position, shall be appointed to a program leader position, as defined in Schedule 2 (Positions of Leadership in Diocesan Schools) of this Agreement.

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

**7.14.3** Where teachers are required to undertake industry placement to gain or maintain accreditation to deliver vocational competencies, such placement will occur where possible during normal hours of duty. Where the professional development can be scheduled only outside of school time, the principal shall negotiate with the teacher prior to undertaking the relevant industry placement, arrangements which may include additional release time, timetable adjustments, time-in-lieu provision, adjustments to supervisions and release from other duties.

**7.14.4** Costs associated with the industry placement will be met by the school.

**7.15 Teaching Resources**

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

## **7.16 Staff Mobility**

### **7.16.1 This clause applies only to the Dioceses of Rockhampton, Toowoomba and Townsville**

To enhance the mobility of teaching staff throughout the diocese, the following working arrangements shall apply:

- (a) each graduate primary teacher is offered employment (fixed-term or continuing) on the basis that:
  - (i) the first two (2) years of employment shall be, subject to suitable vacancies, in a more focussed regional area;
  - (ii) after two (2) years' service, the staff member agrees to a transfer to a remote area for a further two (2) year period; The employing authority will supply a schedule of remote schools;
  - (iii) such a determination shall take into consideration the family commitments of the teacher;
  - (iv) at the completion of the second two (2) year period, the staff member may seek to relocate to a centre[s] nominated by the employee (subject to suitable vacancies existing).
- (b) teachers relocating in terms of (a) above shall be allowed reasonable expenses for personal travel and transportation of furniture and personal effects to the new centre subject to the following:
  - (i) the actual costs to be met by the employing authority shall be negotiated between the teacher and the employing authority;
  - (ii) reasonable expenses shall include transportation of the personal effects of the employee and the employee's family and travel for the employee and the employee's family; and
  - (iii) the actual mechanism of payment to the employee shall be determined by the employing authority.
- (c) recognition of remote area service
  - (i) a graduate primary teacher who undertakes service in a remote area in any of the Diocese of Rockhampton, Toowoomba or Townsville shall have such service acknowledged should the teacher be employed by another Diocese as detailed in 7.16.1; and
  - (ii) any remote area service completed by a teacher as detailed in 7.16.1 (c) (i) shall count towards the teacher's two (2) year period of service in a remote area with the new Diocesan employer.

### **7.16.2 This clause applies only to the Diocese of Cairns**

To enhance the professional development of graduate primary teachers in their initial years of teaching in the Diocese, the following working arrangements will apply:

- (a) each graduate primary teacher is offered employment (fixed-term or continuing) on the basis that:
  - (i) initial employment shall be, subject to suitable vacancies, in a more focused regional area;
  - (ii) after a period of up to three (3) years' service, the staff member, in consultation with the principal and the Catholic Education Office Staffing Officer, agrees to relocate to another school for a further two (2) year period;

- (iii) such a determination shall take into consideration family commitments of the teacher;
  - (iv) at the completion of the second two (2) year period, the staff member may seek to relocate to a centre[s] nominated by the employee (subject to suitable vacancies existing).
- (b) teachers relocating in terms of (a) above shall be allowed reasonable expenses for personal travel and transportation of furniture and personal effects to the new centre, subject to the following:
  - (i) the actual costs to be met by the employing authority shall be negotiated between teacher and employing authority;
  - (ii) reasonable expenses shall include transportation of the personal effects of the employee and the employee's family and travel for the employee and the employee's family;
  - (iii) the actual mechanism of payment to the employee shall be determined by the employing authority.

## **7.17 Co-Curricular Activities**

- 7.17.1 A wide variety of co-curricular activities contribute 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.
- 7.17.2 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.
- 7.17.3 Co-curricular activities shall be considered to include supervision of school sports, clubs within the school, cadet training and other like duties.
- 7.17.4 Co-curricular activities thus defined shall continue to be performed on an honorary and voluntary basis.
- 7.17.5 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. Members of staff are actively involved in maintaining the schedule.
- 7.17.6 Where variation to the schedule is contemplated, any such variation shall be by the agreement of those parties affected using those mechanisms outlined in clause 2.1 of this Agreement.

## **7.18 Part-Time Teachers**

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



- 7.18.4 No part-time teacher or job share teacher shall be employed in a school or schools operated by the employing authority for more than an aggregate of twenty four (24) hours per week. Such time shall be inclusive of face to face teaching, pastoral care, sporting activities which form part of the programmed school day and other duties as described by Schedule 3 (Hours of Duty – Teachers) of this Agreement.
- 7.18.5 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 S3.2.4 of Schedule 3 (Hours of Duty – Teachers) of this Agreement). Any hours requested and worked in excess of the proportionate amount will be paid for, at the applicable hourly rate.
- 7.18.6 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 clause S3.2.4 of Schedule 3 (Hours of Duty – Teachers) of this Agreement.
- 7.18.7 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.
- 7.18.8 Throughout the year and in accordance with the provision for additional hours in clause S3.9 of Schedule 3, a part-time teacher may be requested to undertake additional hours for special activities duties in accordance with the following schedule:
- (a) teacher engaged for twenty to twenty-four (20-24) hours part-time per week – two (2) hours per term;
  - (b) teacher engaged for fifteen to nineteen (15-19) hours part-time per week – one hour thirty minutes (1½) hours per term;
  - (c) teacher engaged for ten to fourteen (10-14) hours part-time per week – one (1) hour per term;
  - (d) teacher engaged for five to nine (5-9) hours part-time per week – half (½) hour per term; and
  - (e) teacher engaged for less than five (5) hours per week – nil.
- These hours may be required on a per term basis, or may be aggregated over a semester (a semester being either Terms One and Two, or Terms Three and Four). Such hours will be advised to the teacher at the commencement of the term or semester, as the case may be.
- 7.18.9 If a continuing part-time teacher is requested to undertake additional hours in excess of the provisions of 7.18.5 and/or 7.18.8 they will be paid at the employee's specified hourly rate.
- 7.18.10 The provisions of clause 7.1.2 of this Agreement shall apply to part-time teachers: Provided that a part-time teacher shall be deemed to have completed a year of service, for the purpose of this clause and this clause only, when the aggregate amount of time paid in respect of work performed is 1,200 hours. Prior to 1 January 2013 the aggregate amount in respect to work performed was 1,000 hours.
- 7.18.11 Payment shall also be made at the prescribed rate to a part-time teacher whose class or classes are not available unless notice of the unavailability of such classes has been given to the part-time teacher on the preceding school day.

## **7.19 Safe Work Practices**

- 7.19.1 Employing authorities acknowledge that health and safety issues, especially in relation to duty of care are important. As schools provide various activities and instruction for students, situations requiring risk assessments may arise.
- 7.19.2 Employing authorities are committed to their administrative guidelines relating to risk management for hazardous situations. The guidelines will include clear advice on the need for

detailed risk assessment prior to undertaking instructional activities outside of the school. A risk assessment will be informed by reference to resources such as Education Queensland's Risk Management Assessment of Excursion Venue and/or Activities and similar manuals from other educational authorities, sporting and outdoor education bodies and current legal and insurance advice. Decisions about the ratio of supervisors to students shall be made at the school level.

- 7.19.3 Employing authorities will endeavour to ensure that their employees are familiar with and adhere to these procedures when planning out-of-class activities, where student safety may be of special concern.
- 7.19.4 Where an employee forms the view that the supervision level determined by the employing authority is insufficient to meet duty of care considerations then the employee may notify a dispute under clause 2.4 of this Agreement and the provisions of clause 2.4 will apply.
- 7.19.5 Employing authorities reaffirm their commitment to workplace health and safety and the need to provide appropriate supervision. This is best attended to within the context of each situation and the activity to be undertaken.
- 7.19.6 A supervisor shall be either a teacher suitably qualified for the activity or where not required by the provisions of *the Education (Queensland College of Teachers) Act 2005* an adult person who is suitably qualified and has the direct authority of the employing authority to undertake the activity and associated supervision.

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

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

- (a) The provision of comparable incentives to teachers in remote and isolated areas will result in the enhanced ability of the employing authorities to attract and retain quality teachers to deliver Catholic education to students in these areas.
- (b) Remote area incentives are provided to recognise the increased costs of living in rural and remote areas and to support a continuity of culture within school communities.
- (c) Matters included within this provision and schedules are:
  - (i) Isolated Teachers' Assistance Scheme (ITAS) financial payment;
  - (ii) Incentive Payments Remote Area Staff Scheme (IPRASS) financial payment;
  - (iii) emergent leave days;
  - (iv) travel leave days;
  - (v) reimbursement for reasonable relocation expenses;
  - (vi) accommodation;
  - (vii) professional development;
  - (viii) use of employee's private vehicle;
  - (ix) Palm Island arrangements;
  - (x) Thursday Island, Weipa and Hammond Island arrangements; and
  - (xi) secondary teacher relocation support
- (d) Schedules 4 and 5 detail benefits for teachers working in specific geographical locations.
- (e) Variations applicable to teachers on Palm Island, Thursday Island, Hammond Island and in Weipa are also included within the Schedules.

- (f) These incentives are additional to all other entitlements contained within this Agreement.

7.20.2 Financial Incentive Payments (ITAS and IPRASS)

- (a) This Agreement contains revised and enhanced ITAS (Schedule 4) and IPRASS (Schedule 5) provisions.
- (b) In accordance with the Isolated Teachers' Assistance Scheme Schedule 4:
  - (i) the payments identified in Schedule 5 (Table 1) of the Isolated Teachers' Assistance Scheme will be reviewed each year and adjusted in accordance with CPI increases, except where the CPI increase will result in the ITAS payment exceeding the Queensland government locality allowance.
  - (ii) payments identified in Schedule 4 (Table 2) of the Isolated Teachers' Assistance Scheme will be reviewed each year and adjusted in accordance with the Queensland government locality allowance.
- (c) In accordance with the Incentive Payments – Remote Area Staff Scheme IPRASS (Schedule 5), the incentive payment scheme will be reviewed every three years in line with any amendments to Education Queensland's RAIS scheme. Additionally if in this time there is a change to RAIS, IPRASS will be reviewed.
- (d) It is acknowledged that divisional allowances have been included within the teachers' wages table of this Agreement. This is separate to and different from either ITAS or IPRASS allowances.

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

### **8.1 Induction**

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

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

### **8.2 Classification**

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

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

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

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

#### **8.2.4 Classification Criteria**

- (a) Classification criteria are guidelines to determine the appropriate classification level and consist of characteristics and typical duties and skills.
- (b) The characteristics are the principal guide to classification as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The characteristics of a level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated characteristics should not be used to justify the classification of a position.

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

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

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

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

### **8.3 Incremental Advancement**

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

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

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

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

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

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

8.4.1 Recognition of years of service for incremental purposes will include all previous service as a school officer within non-governmental schools at or above the classification level of the position to which the employee is appointed.

8.4.2 An employee may make application for recognition of previous service other than as a school officer in a non-governmental school. The recognition of this other service will be based upon demonstrated relevance to the work of the position to which the employee has been appointed.

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

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

8.4.5 Timely Notification of Previous Relevant Service

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

8.4.6 Statement of Service

The Statement of Service should:

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

**8.4.7 Duty to Notify**

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

**8.5 Hours of Work – School Officers**

8.5.1 Subject to the provisions of this clause the ordinary hours of work for a school officer shall not exceed thirty-eight (38) hours per week.

8.5.2 Such ordinary hours of work shall be worked continuously (except for meal breaks) between 7 am and 6 pm on Mondays to Fridays inclusive.

8.5.3 The normal starting and finishing times of ordinary hours shall be established at the point of engagement. The normal starting and finishing times can only be varied:

- (a) by the employer giving two (2) weeks' notice of the change; or
- (b) where the employee agrees to the change.

8.5.4 Notwithstanding clause 8.5.3 (a) above, an employee's roster cannot be changed where it would result in the employee becoming ineligible for payment on a public holiday, in circumstances where the employee would otherwise have been rostered to work on that day other than at the election of the employee.

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

8.6.1 Where an employer authorises additional hours to be worked by an employee (and the employee agrees to work those additional hours) beyond the employee's normal starting and finishing times, but within ordinary hours of work, prescribed in clauses 8.5.1 and 8.5.2, these hours will be either:

- (a) paid for at ordinary rates; or
- (b) banked where this is agreed with the employer.

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

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

8.6.3 All employees shall have a zero balance of banked hours at the beginning of each twelve (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 banked hours not taken prior to the completion of each twelve-month cycle will be paid at the employee's ordinary time rate.

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

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

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

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

*For example: all hours worked on any one (1) day by school officers outside 7 am to 6 pm, Monday to Friday (see ordinary hours of work described at clause 8.5) shall be paid at the overtime rate – that is, the normal hourly rate of pay plus a half for the first three (3) hours overtime, or twice the normal hourly rate of pay for overtime worked of more than three (3) hours (see clause 8.7.2 (c) below).*

- (a) Also, all hours worked by school officers more than thirty-eight (38) hours per week (see clause 8.6) shall be paid at the overtime rate.
- (b) However, a school officer who has worked extra hours at the employer's request may instead choose to 'bank' time, for later payment during a school holiday period in the same calendar year. School officers who choose to 'bank' overtime should be aware that one (1) hour worked shall be given as one (1) hour of banked payment in a school holiday period – 'banked' overtime for an extra hour worked is not given as an extra one and a half (1.5) hours of payment in a school holiday period. The clause below details how this option would work.

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

- (a) only the first three (3) hours of overtime on any one (1) day may be banked overtime.
- (b) banked overtime taken as time off in lieu will be taken and paid for on the basis of time for time.
- (c) overtime on any one day, in excess of three (3) hours, will be paid at the rate of double time.

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

- (d) banked overtime must be availed of during a vacation period except where the employing authority, at the request of the employee, approves that the banked overtime hours be taken at alternative times.
- (e) all employees shall have a zero balance of banked overtime at the beginning of each twelve-month cycle. A twelve (12) month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked overtime not taken prior to the completion of each twelve (12) month cycle will be paid to the employee at the rate of time and one half.



- (f) on resignation, employees must avail themselves of any banked overtime prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of banked overtime, this banked overtime shall be paid to the employee at the rate of time and a half no later than the date of the next full pay period after termination.

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

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

## **8.9 Multiple Contracts of Employment**

- 8.9.1 Application of Multiple Contracts of Employment
  - (a) This clause (clause 8.9) applies only to school officers and services staff.
  - (b) An employee may only be employed on multiple contracts of employment in accordance with the provisions of this clause (clause 8.9).
- 8.9.2 Part-time and casual employees may be engaged on separate contracts of employment where any subsequent contract(s) is for a separate and distinct category of work.
- 8.9.3 For the purposes of clause 8.9.2, the separate and distinct categories of work are:
  - (a) employee assisting student learning;
  - (b) laboratory employee;
  - (c) administration employee;
  - (d) computer/ICT employee;
  - (e) library employee;
  - (f) boarding house (including domestic) employees;
  - (g) building (including maintenance) employees;

- (h) children's services (childcare and before and after school care) employees;
- (i) employees driving motor vehicles;
- (j) greenkeeping and preparation and/or maintenance of playing greens employees;
- (k) miscellaneous (including cleaning, caretaking and security) employees; and
- (l) retail (including tuckshop, bookshop and uniform shop) employees.

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

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

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

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

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

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

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

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

#### **8.11 School Officer Review – Joint Working Party**

##### **8.11.1 Title**

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

##### **8.11.2 Background**

- (a) School Officer classifications in Catholic schools have been regulated by industrial provisions that were introduced in 1995(c) with some expansion of categories and 'refinements' in the basic structure since then.
- (b) The classification structure reflects the mode of classification based on the 'trades rate' in vogue at the time of its establishment.
- (c) The classification provisions were established using a pre-existing Clerical and Administration common rule award.
- (d) Categories of employees beyond the clerical and administrative were incorporated with descriptors adapted to classroom teaching aides, technical staff, library and reached an apogee with the structure being used for professionally qualified and professionally regulation roles such as school counsellors.
- (e) It is believed that the current classification structure should be reviewed so that:

- (i) relevant positions can be classified in a way that is better understood by employers and employees; and
- (ii) it is fit for purpose for contemporary roles in schools.

#### 8.11.3 Terms of Reference

- (a) The purpose of the Joint Working Party is to:
  - (i) review the current School Officer classification structure and associated operations and identify its key characteristics and its strengths and deficiencies in serving employers and employees; and
  - (ii) identify and analyse strengths and deficiencies of alternative classification structures and associated operations; and make recommendations on:
    - (A) a structure and associated operations for a whole of school officer cohort; and/or
    - (B) a structure and associated operations for segments/categories of school officers.
  - (iii) make recommendations on managing the impact of any recommendations on existing structures and existing appointments; and
  - (iv) make recommendations on transitional arrangements.
- (b) The recommendations shall take account of contemporary best practice, developments in classification structures and the emerging context of school officer employment in schools.
- (c) The content and structure of the report while containing clear recommendations could also include background and context framing the recommendations.

#### 8.11.4 Timeframe

- (a) The JWP shall convene as soon as practicable with a final report and recommendation by 31 October 2020.
- (b) Where the parties agree, the agreement may be varied consistent with the *Fair Work Act 2009*.

#### 8.11.5 Membership

- (a) The JWP shall be comprised of:
  - (i) not more than eight (8) representatives excluding industrial advisors;
  - (ii) equal numbers of representatives of both employing authorities and employees;
  - (iii) employee representatives shall be determined by IEUA-QNT; and
  - (iv) a chairperson nominated by employer or employee representatives alternating from one meeting to the next.
- (b) A quorum of members must be present before a meeting can proceed. At least two (2) employee representative and two (2) management representatives must be present for the meeting to proceed.
- (c) A proxy may be nominated by a member of the JWP, with notice is provided to the Chairperson at least 48 hours prior to the meeting date, where practicable.
- (d) Internal or external persons, with the agreement of the JWP, may be invited to attend the meetings by the Chairperson to provide advice and assistance where necessary.

- (e) The JWP is not authorised to make decisions but to review and make recommendations. The recommendations may be reported by consensus; however, minority or separate reports may be made.
- (f) Consistent with the Terms of Reference where necessary, travel and accommodation costs associated for employee representatives will be met by the IEUA-QNT with release time provided by a relevant employing authority.

#### 8.11.6 Vacant Positions

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

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

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

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

#### **9.1.1 Professional Development 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 employing authority and the employee to have due regard to this requirement.
- (b) The employing authority will ensure access to reasonable, pre-approved professional development - provided by the employer as well as external opportunities relevant to the needs of the counsellor role within individual schools and the priorities of each school.
- (c) The employing authority will provide time to complete professional practice requirements of the counsellor role i.e. follow up phone calls, scoring assessments, writing reports and case notes, maintaining files, participating in mandatory supervision and professional development, and involvement in system processes.
- (d) The employing authority will provide counsellor supervision and monitor required participation.

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

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

#### **9.1.3 Savings Clause**

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

#### **9.1.4 Teaching Allocations**

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

#### **9.1.5 Review of Counsellor Duties and Working Arrangements**

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

### **9.2 Guidance Counsellors (Teacher)**

#### **9.2.1 Coverage**

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

9.2.2 Contract of Employment

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

9.2.3 Recognition of Prior Service

Except for employees of Brisbane Catholic Education, all previous relevant experience as a school counsellor or guidance counsellor, either in the Catholic education system in Queensland or as a school counsellor or guidance counsellor with any other school authority in Queensland or other states and territories within Australia, shall be recognised by the employing authority in placing an employee on the appropriate salary step. Prior service for employees of Brisbane Catholic Education shall be recognised in accordance with Schedule 17.

9.2.4 Termination of Employment

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

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

9.2.6 The parties agree that those employees currently employed as school counsellors (teacher) and who occupy a position consistent with the definition provided at clause 9.2.7 and the roles detailed at clause 9.2.8 shall be afforded the title of guidance counsellor (teacher) and shall be remunerated in accordance with Schedule 1 – S1.4 of this Agreement.

9.2.7 Definitions

- (a) Except for employees of Brisbane Catholic Education, the guidance counsellor (teacher) is a person appointed as such at the discretion of the employing authority. A guidance counsellor (teacher) will be a person who:
  - (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.
- (b) Employees of Brisbane Catholic Education shall be defined and classified as guidance counsellors (teacher) in accordance with Schedule 17.

9.2.8 Role

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

9.2.9 Experience - Guidance Counsellor (Teacher)

- (a) "Appropriate experience" as contained in clause 9.2.7 (a) means nine (9) years' experience accumulated either as a teacher or a school counsellor or a guidance counsellor (teacher). In the case of experience as a school counsellor or a guidance counsellor (teacher) such experience shall have been obtained in a school environment.
- (b) Notwithstanding the provisions of clause 9.2.9 (a) an employee who has less than nine (9) years appropriate experience but who is:
  - (i) required to carry out the major and substantial responsibilities of the position of guidance counsellor (teacher) as defined in clause 9.2.9; and
  - (ii) who fulfils the qualification requirements contained in clause 9.2.7, shall be entitled to the full benefits of this clause.

9.2.10 Guidance Counsellor (Teacher) Engaged Across Multiple Schools

- (a) The employer agrees to take into account the particular working arrangements of any guidance counsellor (teacher) who is engaged to work across multiple schools.
- (b) The arrangements and principles contained in clause 7.12 Itinerant Specialist Teachers – Primary of this agreement shall be applicable to a guidance counsellor (teacher) who is engaged across multiple schools.

9.2.11 Remote Area Incentives

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

**9.3 Guidance Counsellors (Without Teacher Qualifications)**

9.3.1 Coverage

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

### 9.3.2 Contract of Employment

- (a) Each person appointed to a position of guidance counsellor (without teacher qualifications) shall be appointed in accordance with clause 3.5 of this Agreement.
- (b) Each person appointed to a position of guidance counsellor (without teacher qualifications) shall be remunerated in accordance with Schedule 1 – S1.4.
- (c) The employer shall consider the needs of the school and whether it is possible or desirable to appoint a guidance counsellor (without teacher qualifications) on a full-time continuing basis. The guidance counsellor (without teacher qualifications) will not be employed on a term-time basis.
- (d) A periodic review/appraisal process shall be determined by the employing authority. That process shall be in accordance with the principles set out in Schedule 8 of this Agreement.

### 9.3.3 Recognition of Prior Service

- (a) Except for employees of Brisbane Catholic Education, clause 7.5 of this Agreement shall apply in recognising prior service. Relevant service for guidance counsellors (without teacher qualifications) shall include all previous experience as a guidance counsellor, either in the Catholic education system in Queensland or as a school counsellor with any other school authority in Queensland or other states and territories within Australia or other counselling experience as deemed relevant by the employing authority.
- (b) Prior service for employees of Brisbane Catholic Education shall be recognised in accordance with Schedule 17.

### 9.3.4 Termination of Employment

- (a) Should the position of guidance counsellor (without teacher qualifications) cease to exist within a school or system the provisions of the redundancy clause contained in this Agreement shall apply.
- (b) Provided that clause 9.3.4 (a) shall not apply to any employee dismissed for incompetence, misconduct, or neglect of duty, who may be summarily dismissed without notice.

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

### 9.3.6 Regularising Current Practice and Savings Clause

- (a) The parties acknowledge that currently a variety of qualification requirements and remuneration determinations exist in relation to guidance counsellor (without teacher qualification) positions, previously known as school counsellors (without teacher qualifications).
- (b) The parties agree that those employees currently employed as school counsellor (without teacher qualifications) and who occupy a position consistent with the definition provided at clause 9.3.7 shall be afforded the title of guidance counsellor (without teacher qualifications) and shall be remunerated in accordance with Schedule 1 – S1.4 of this Agreement.

### 9.3.7 Definition

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



- (b) Employees of Brisbane Catholic Education shall be defined and classified as guidance counsellors (without teacher qualifications) in accordance with Schedule 17.

#### 9.3.8 Role

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

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

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

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

### 9.4 Counsellors (Without Teacher Qualifications)

#### 9.4.1 Coverage

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

#### 9.4.2 Contract of Employment

- (a) Each person appointed to a position of counsellor (without teacher qualifications) shall be appointed in accordance with clause 3.5 of this Agreement and the provisions for school officers contained in this Agreement.
- (b) Each person appointed to a position of counsellor (without teacher qualifications) shall be remunerated in accordance with Schedule 1 – S1.5 of this Agreement.
- (c) The employer shall consider the needs of the school and whether it is possible or desirable to appoint a counsellor on a full-time continuing basis.
- (d) The counsellor will participate in the school's periodic review/appraisal process.

9.4.3 Classification

- (a) A person shall be appointed to a position classified in accordance with Schedule 8 (School Officers' Classification) and Schedule 9 (Counsellors Without Teacher Qualifications).
- (b) In accordance with Schedule 9, a Level 6 or Level 7 classification shall be applicable to counsellor (without teacher qualification) positions.

9.4.4 Recognition of Prior Service

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

9.4.5 Termination of Employment

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

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

9.4.7 Definitions

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

9.4.8 Role

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

9.4.9 School Vacation Periods

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

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

9.5.1 Professional Recognition and Support

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

9.5.2 Definitions

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

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

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

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

9.5.4 Matters Relating to Wages

- (a) Employees who are employed as a Career Counsellor/Career Adviser (Teacher) will be paid in accordance with this clause (clause 9.5.4) 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 clause (clause 9.5.4) 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 clause (clause 9.5.4) 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 4.2.1.

## **PART 10 MISCELLANEOUS CONDITIONS**

### **10.1 Students with Special Educational Needs**

#### **10.1.1 Preamble**

The employing authority 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.

#### **10.1.2** 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.

#### **10.1.3 Support**

- (a) A teacher, and as appropriate school officers assigned a class in which a student with identified learning needs is enrolled, shall, as soon as practicable, be provided with information pertinent to the needs of the student prior to the student's placement in the class. Within the school's resources, this may include appropriate training for teachers and school officers relevant to the student's needs or impairment, and time for planning, meetings and other required duties.
- (b) The level of support provided to teachers will include reference to the following elements:
  - (i) professional development and training; and
  - (ii) time allocation to plan support activities, develop and record educational adjustments, prepare and undertake modified assessments, develop individual education plans and liaise with appropriate professional groups.
- (c) Training for School Officers
  - (i) The employing authority will provide relevant training for school officers as part of their commitment to educational provision for these students. This will include information relevant to the student's particular condition, techniques and strategies appropriate to supporting the student's learning and other advice. Instruction in physical lifting and support techniques shall be provided if appropriate.
  - (ii) As part of the training program, specific focus will be given to the need of providing relevant information and training to enable them to execute their role.
- (d) Administration of Medication

The employing authority will ensure that clear procedures exist which will guide employees in the administering of medication to special needs students. Appropriate training will be provided and authorisation to administer medication documented.
- (e) Emergency Procedures
  - (i) In the overall school emergency procedures, special consideration, as necessary, will be made for students with identified learning needs. These

procedures will be communicated to relevant teachers, learning assistants and support staff as relevant and ongoing training will be provided.

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

## **10.2 Appraisal**

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

### **10.2.1 Teachers**

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

### **10.2.2 Non-Teachers**

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

## **10.3 Professional Development**

### **10.3.1 Professional development is a shared responsibility of both employee and employer.**

Additionally, the value of all teachers, school officers and services staff undertaking relevant professional development related to their work role and duties is affirmed.

- (a) In negotiating the content, format, timing and financial arrangements for professional development, the goals of the individual, the school (renewal planning) and the system will be taken into account.
- (b) Particular attention will be given to Information Communication Technology (ICT) competencies in relation to schools' ICT plans and implementation.

### **10.3.2 Employer directed professional development programmes (including on-line or e-learning sessions) shall be included in the quantum of maximum hours of duty contained in clauses S3.2 and S3.3 of Schedule 3 of this Agreement.**

### **10.3.3 Teachers**

*This clause should be read in conjunction with Schedule 3 of this Agreement.*

- (a) The participation in planning, pastoral and curriculum matters is an important element in the professional status of teachers, as well as in maintaining the efficient and effective operation of colleges and schools.
- (b) The parties will cooperate in encouraging and enabling involvement in professional activities such as subject panels, regional subject and teacher meetings within the schools' resource capacity.
- (c) 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.
- (d) Teachers who attend these planned professional development activities will be provided with a record of attendance. Such documentation will be provided by the employer to teachers to support the maintenance of a teacher's individual account of professional

development undertaken which is required for report to the Queensland College of Teachers.

- (e) In addition, the school administration may provide advice to QCT of the roll of attendance of teachers at all relevant professional development activities through their online reporting facility.

#### 10.3.4 School Officers and Services Staff

- (a) The employing authority recognises the specific training requirements of school officers and services staff within schools in their contribution to the support of students, teaching staff and school programs.
- (b) The employing authorities will give consideration to the provision of professional development and training to school officers and services staff, in ordinary working hours, on an annual basis. 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 school officers and services staff and to meet the needs of the school, consultation will occur between the employee and employer in order to identify appropriate professional development and training to be undertaken. 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 employer's resource capacity.
- (e) Where professional development is directed outside ordinary working hours (including reasonable travel time subject to 10.3.4 (f) below), school officers and services staff will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or may receive payment at the ordinary hours rate.
- (f) For the purposes of calculating the time-in-lieu, or the payment, prescribed by clause 10.3.4 (e) (above), an employee may be required to travel for up to one (1) hour each way in their own time. Hence, up to one hour of travel time (each way) may not be subject to the granting of time-in-lieu or payment.

### 10.4 Workplace Stress

#### 10.4.1 Preamble

The prevention and management of workplace stress helps secure a safer and healthier and more effective workplace for employees.

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

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

It is also recognised that policies which benefit employee health can improve productivity.

Low levels of negative stress response are associated with low levels of staff turnover, absenteeism and low rates of injury. Workplaces that are perceived as healthy are characterised by clear policies and active methods of dealing with people which encourage:

- (a) respect for the dignity of each employee;
- (b) regular feedback and recognition of performance;

- (c) clear goals for employees in line with organisational goals;
- (d) employee input into decision-making and career progression; and
- (e) consistent and fair management actions.

10.4.2 Implementation

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

10.4.3 Managing Workplace Stress

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

10.4.4 Structured Approach

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

10.4.5 Control Strategies

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

**10.5 Workplace Harassment**

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

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

(a) Policy

Consideration will be given to the following inclusions:

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

(b) Procedures

The procedures shall:

- (i) be fair and equitable;
- (ii) ensure principles of natural justice are upheld;
- (iii) respect privacy and confidentiality;



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

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

## **10.6 Complaints Against Employees**

10.6.1 The parties acknowledge that schools are a partnership between the employing authority, staff, students and parents. The employing authority will ensure that guidelines exist to cover situations where complaints are made against employees.

10.6.2 The guidelines will ensure that, in dealing with a complaint, the concerns are addressed in an objective and sensitive manner giving due consideration to the reputation and dignity of the persons concerned, and that any staff member who is subject to a complaint will be afforded the fundamental principles of natural justice within a fair and transparent process.

10.6.3 The parties agree that a policy and guidelines consistent with these principles shall be developed or reviewed in consultation with employees and their union. Once developed or reviewed the policy and guidelines will be documented and recorded by the parties.

10.6.4 It is recognised that these processes are not those used to deal with situations where allegations of abuse or sexual misconduct are made against employees.

## **10.7 Breastfeeding and Expressing Facilities**

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

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

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

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

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

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

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

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

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

**10.9 Incidental and Peripheral Tasks**

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

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

10.9.3 Any direction issued by an employer pursuant to clauses 10.9.1 and 10.9.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

**10.10 Outsourcing**

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

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

**10.11 Position Descriptions**

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

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

**10.12 Affirmative Employment of the Disabled**

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

10.12.2 Catholic employers commit, where two (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.

**10.13 Services Staff Provisions**

The provisions for Services Staff are listed in Schedule 12 of this Agreement.

**10.14 Boarding House Supervision Provisions**

The provisions for Boarding House Supervision Staff are listed in Schedule 13 of this Agreement.

**10.15 Flexible Learning Centres**

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

**10.16 Signatures**

Signatures of parties to this Agreement are contained in Schedule 19.

## **PART 11 SCHEDULES**

## SCHEDULE 1 WAGES, SALARIES AND ALLOWANCES

### S1.1 Teachers

4 Year Trained	1 July 2019				1 July 2020				1 July 2021				1 July 2022
	2.50%				2.50%				2.50%				
	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	Percentage increase for 1 July 2022 will be in accordance with clause 4.2
Graduate	2,753.40	71,833	45.8900	57.3625	2,822.20	73,628	47.0367	58.7959	2,892.80	75,470	48.2133	60.2666	
Proficient 1	2,887.90	75,342	48.1317	60.1646	2,960.10	77,226	49.3350	61.6688	3,034.10	79,157	50.5683	63.2104	
Proficient 2	3,025.10	78,922	50.4183	63.0229	3,100.70	80,894	51.6783	64.5979	3,178.20	82,916	52.9700	66.2125	
Proficient 3	3,167.40	82,634	52.7900	65.9875	3,246.60	84,701	54.1100	67.6375	3,327.80	86,819	55.4633	69.3291	
Proficient 4	3,433.40	89,574	57.2233	71.5291	3,519.20	91,812	58.6533	73.3166	3,607.20	94,108	60.1200	75.1500	
Proficient 5	3,570.40	93,148	59.5067	74.3834	3,659.70	95,478	60.9950	76.2438	3,751.20	97,865	62.5200	78.1500	
Proficient 6	3,655.00	95,355	60.9167	76.1459	3,746.40	97,740	62.4400	78.0500	3,840.10	100,184	64.0017	80.0021	
Proficient 7	3,822.60	99,728	63.7100	79.6375	3,918.20	102,222	65.3033	81.6291	4,016.20	104,779	66.9367	83.6709	
Proficient 8	3,965.60	103,459	66.0933	82.6166	4,064.70	106,044	67.7450	84.6813	4,166.30	108,695	69.4383	86.7979	
Experienced Proficient Teacher*													Annual salary of \$110,500 plus the percentage increase for 1 July 2022 in accordance with clause 4.2
Highly Accomplished Teacher	4,282.50	111,725	71.3750	89.2188	4,389.60	114,520	73.1600	91.4500	4,499.30	117,382	74.9883	93.7354	Percentage increase for 1 July 2022 will be in accordance with clause 4.2
Lead Teacher	4,675.30	121,975	77.9217	97.4021	4,792.20	125,024	79.8700	99.8375	4,912.00	128,149	81.8667	102.3334	

\* Experienced Proficient Teacher is operative from 1 July 2022 (clause 7.2).

Teachers Continued

**3 Year Trained**

Classification	1 July 2019				1 July 2020				1 July 2021				1 July 2022
	2.50%				2.50%				2.50%				
	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	Fortnight	Annual	Hour	Casual	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Step 1	2,438.20	63,610	40.6367	50.7959	2,499.20	65,202	41.6533	52.0666	2,561.70	66,832	42.6950	53.3688	Percentage increase for 1 July 2022 will be in accordance with clause 4.2
Step 2	2,521.80	65,791	42.0300	52.5375	2,584.80	67,435	43.0800	53.8500	2,649.40	69,120	44.1567	55.1959	
Graduate	2,753.40	71,833	45.8900	57.3625	2,822.20	73,628	47.0367	58.7959	2,892.80	75,470	48.2133	60.2666	
Proficient 1	2,887.90	75,342	48.1317	60.1646	2,960.10	77,226	49.3350	61.6688	3,034.10	79,157	50.5683	63.2104	
Proficient 2	3,025.10	78,922	50.4183	63.0229	3,100.70	80,894	51.6783	64.5979	3,178.20	82,916	52.9700	66.2125	
Proficient 3	3,167.40	82,634	52.7900	65.9875	3,246.60	84,701	54.1100	67.6375	3,327.80	86,819	55.4633	69.3291	
Proficient 4	3,433.40	89,574	57.2233	71.5291	3,519.20	91,812	58.6533	73.3166	3,607.20	94,108	60.1200	75.1500	
Proficient 5	3,570.40	93,148	59.5067	74.3834	3,659.70	95,478	60.9950	76.2438	3,751.20	97,865	62.5200	78.1500	
Proficient 6	3,655.00	95,355	60.9167	76.1459	3,746.40	97,740	62.4400	78.0500	3,840.10	100,184	64.0017	80.0021	
Proficient 7	3,822.60	99,728	63.7100	79.6375	3,918.20	102,222	65.3033	81.6291	4,016.20	104,779	66.9367	83.6709	Annual salary of \$110,500 plus the percentage increase for 1 July 2022 in accordance with clause 4.2
Proficient 8	3,965.60	103,459	66.0933	82.6166	4,064.70	106,044	67.7450	84.6813	4,166.30	108,695	69.4383	86.7979	
Experienced Proficient Teacher*													Annual salary of \$110,500 plus the percentage increase for 1 July 2022 in accordance with clause 4.2
Highly Accomplished Teacher	4,282.50	111,725	71.3750	89.2188	4,389.60	114,520	73.1600	91.4500	4,499.30	117,382	74.9883	93.7354	Percentage increase for 1 July 2022 will be in accordance with clause 4.2
Lead Teacher	4,675.30	121,975	77.9217	97.4021	4,792.20	125,024	79.8700	99.8375	4,912.00	128,149	81.8667	102.3334	

\* Experienced Proficient Teacher is operative from 1 July 2022 (clause 7.2).

## S1.2 Teaching Allowances

	1 July 2019			1 July 2020			1 July 2021			1 July 2022		
	2.50%			2.50%			2.50%					
	Fortnight	Annual	Hour	Fortnight	Annual	Hour	Fortnight	Annual	Hour	Fortnight	Annual	Hour
<b>Moderation Allowance</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2 Teachers	33.80	882		34.60	903		35.50	926		Percentage increase for 1 July 2022 will be in accordance with clause 4.2		
1 Teacher	22.70	592		23.30	608		23.90	624				
<b>Secondment Allowance</b>												
1st Year	113.30	2,956		116.10	3,029		119.00	3,105				
2nd Year	140.40	3,663		143.90	3,754		147.50	3,848				
3rd Year	168.40	4,393		172.60	4,503		176.90	4,615				
<b>Overtime</b>			25.3668			26.0010			26.6510			

### S1.3 Positions of Leadership

	1 July 2019			1 July 2020			1 July 2021		1 July 2022	
	2.50%*			2.50%			2.50%*			
Middle Management Allowances (S2.3 and S2.17.2)	Fortnight	Annual	Hourly	Fortnight	Annual	Hourly	Fortnight	Annual	Fortnight	Annual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
One Unit Value	103.50	2,700		106.10	2,768		108.80	2,838	Percentage increase for 1 July 2022 will be in accordance with clause 4.2	
Tier 1.1	207.10	5,403		212.30	5,539		217.60	5,677		
Tier 1.2	310.60	8,103		318.40	8,307		326.40	8,515		
Tier 2	414.20	10,806		424.60	11,077		435.20	11,354		
Tier 2 + Complexity Loading of 1 Unit	517.50	13,501		530.40	13,838		543.70	14,185		
Tier 3	621.20	16,206		636.70	16,611		652.60	17,026		
Tier 3 + Complexity Loading of 1 Unit	724.60	18,904		742.70	19,376		761.30	19,862		
Tier 4	751.50	19,606		770.30	20,096		789.60	20,600		
Tier 4 + Complexity Loading of 1 Unit	751.50	19,606		770.30	20,096		789.60	20,600		
Tier 5	751.50	19,606		770.30	20,096		789.60	20,600		
Middle Management Substantive Salaries* (S2.17.4)	Fortnight	Annual	Hourly	Fortnight	Annual	Hourly	Fortnight	Annual		
	\$	\$	\$	\$	\$	\$	\$	\$		
Tier 2	4,236.80	110,534	70.6133	4,342.80	113,299	72.3800	4,601.50	120,049		
Tier 2 + Complexity Loading of 1 Unit	4,340.10	113,229	72.3350	4,448.60	116,060	74.1433	4,710.00	122,879		
Tier 3	4,443.80	115,934	74.0633	4,554.90	118,833	75.9150	4,818.90	125,720		
Tier 3 + Complexity Loading of 1 Unit	4,547.20	118,632	75.7867	4,660.90	121,598	77.6817	4,927.60	128,556		
Tier 4	4,574.10	119,334	76.2350	4,688.50	122,318	78.1417	4,955.90	129,294		
Tier 4 + Complexity Loading of 1 Unit	4,574.10	119,334	76.2350	4,688.50	122,318	78.1417	4,955.90	129,294		
Tier 5	4,574.10	119,334	76.2350	4,688.50	122,318	78.1417	4,955.90	129,294		

\* For the introduction of Middle Management Substantive Salaries, the increase is greater than 2.50% as a result of the adjustments in how allowances are paid as outlined in clause S2.3 of Schedule 2 of this Agreement.

	1 July 2019			1 July 2020			1 July 2021		1 July 2022	
	2.50%*			2.50%			2.50%*			
Senior Leadership Salary	Fortnight	Annual	Hourly	Fortnight	Annual	Hourly	Fortnight	Annual	Fortnight	Annual
Assistant Principal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
("Old" Level 1 removed-see S2.13.6)										Percentage increase for 1 July 2022 will be in accordance with clause 4.2
Level 1	4,668.30	121,791	77.8050	4,785.00	124,836	79.7500	5,002.70	130,516		
Level 2	4,777.80	124,649	79.6300	4,897.30	127,765	81.6217	5,120.10	133,578		
Level 3	4,897.60	127,774	81.6267	5,020.00	130,968	83.6667	5,248.50	136,927		
Deputy Principal										
("Old" Level 1 removed-see S2.13.7)										
Year 1	4,777.80	124,649	79.6300	4,897.30	127,765	81.6217	5,120.10	133,578		
Year 2	4,897.60	127,774	81.6267	5,020.00	130,968	83.6667	5,248.50	136,927		
Year 3	5,017.20	130,893	83.6200	5,142.60	134,165	85.7100	5,376.60	140,270		
Year 4	5,143.20	134,180	85.7200	5,271.80	137,535	87.8633	5,511.60	143,793		

\* The increase is greater than 2.50% as a result of the introduction of Middle Management Substantive Salaries and the transitional provisions outlined in clauses S2.13.5 to S2.13.8 of Schedule 2 of this Agreement.

**S2.11 (Positions of Senior Leadership - Primary Schools)**  
S2.11.7

	1 July 2019	1 July 2020	1 July 2021	1 July 2022
	2.50%	2.50%	2.50%	
	Annual	Annual	Annual	Annual
	\$	\$	\$	\$
Deputising Allowance	4,478	4,590	4,705	Percentage increase for 1 July 2022 will be in accordance with clause 4.2



**Table 2: Diocesan Primary Schools - Senior Leadership**

Table 2: Diocesan Primary Schools - Senior Leadership	1 July 2019	1 July 2020	1 July 2021	1 July 2022
	2.50%	2.50%	2.50%	
	Annual	Annual	Annual	Annual
Enrolment (APRE/REC)	\$	\$	\$	\$
< 151	7,845	8,042	8,243	Percentage increase for 1 July 2022 will be in accordance with clause 4.2
151-199	11,217	11,497	11,784	
>199	Senior Leadership Salary (Assistant Principal) applies			

#### 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)

	1-Jul-19				1-Jul-20				1-Jul-21				1-Jul-22			
	0.00%				2.50%				2.50%							
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year of Service	3,933.30	102,616	65.5550	81.9438	4,031.60	105,180	67.1933	83.9916	4,132.40	107,810	68.8733	86.0916	Percentage increase for 1 July 2022 will be in accordance with clause 4.2			
2nd Year of Service	4,059.00	105,895	67.6500	84.5625	4,160.50	108,543	69.3417	86.6771	4,264.50	111,257	71.0750	88.8438				
3rd Year of Service	4,185.10	109,185	69.7517	87.1896	4,289.70	111,914	71.4950	89.3688	4,396.90	114,711	73.2817	91.6021				

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

	1-Jul-19				1-Jul-20				1-Jul-21				1 July 2022			
	2.50%				2.50%				2.50%							
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year of Service	3,933.30	102,616	51.7539	64.6924	4,031.60	105,180	53.0474	66.3093	4,132.40	107,810	54.3737	67.9671	Percentage increase for 1 July 2022 will be in accordance with clause 4.2			
2nd Year of Service	4,059.00	105,895	53.4079	66.7599	4,160.50	108,543	54.7434	68.4293	4,264.50	111,257	56.1118	70.1398				
3rd Year of Service	4,185.10	109,185	55.0671	68.8339	4,289.70	111,914	56.4434	70.5543	4,396.90	114,711	57.8539	72.3174				

(ii) Guidance Counsellors (Teachers, and Without Teacher Qualifications - BCE)

Teacher Qualifications	1-Jul-19				1-Jul-20				1-Jul-21				1-Jul-22			
	2.50%				2.50%				2.50%							
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Graduate 1	3,287.40	85,765	54.79	68.4875	3,369.60	87,909	56.16	70.2	3,453.80	90,106	57.5633	71.9541	Percentage increase for 1 July 2022 will be in accordance with clause 4.2			
Graduate 2	3,487.60	90,988	58.1267	72.6584	3,574.80	93,263	59.58	74.475	3,664.20	95,595	61.07	76.3375				
Proficient 1	3,687.50	96,203	61.4583	76.8229	3,779.70	98,609	62.995	78.7438	3,874.20	101,074	64.57	80.7125				
Proficient 2	3,887.90	101,431	64.7983	80.9979	3,985.10	103,967	66.4183	83.0229	4,084.70	106,566	68.0783	85.0979				
Experienced 1	4,075.70	106,331	67.9283	84.9104	4,177.60	108,989	69.6267	87.0334	4,282.00	111,713	71.3667	89.2084				
Experienced 2	4,214.70	109,957	70.245	87.8063	4,320.10	112,707	72.0017	90.0021	4,428.10	115,525	73.8017	92.2521				
Experienced 3	4,374.90	114,137	72.915	91.1438	4,484.30	116,991	74.7383	93.4229	4,596.40	119,915	76.6067	95.7584				
Experienced 4 (Dual Registration)	4,586.20	119,649	76.4367	95.5459	4,700.90	122,642	78.3483	97.9354	4,818.40	125,707	80.3067	100.3834				

Without Teacher Qualifications	1-Jul-19				1-Jul-20				1-Jul-21				1-Jul-22			
	2.50%				2.50%				2.50%							
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Graduate 1	3,287.40	85,765	43.2553	54.0691	3,369.60	87,909	44.3368	55.4210	3,453.80	90,106	45.4447	56.8059	Percentage increase for 1 July 2022 will be in accordance with clause 4.2			
Graduate 2	3,487.60	90,988	45.8895	57.3619	3,574.80	93,263	47.0368	58.7960	3,664.20	95,595	48.2132	60.2665				
Proficient 1	3,687.50	96,203	48.5197	60.6496	3,779.70	98,609	49.7329	62.1661	3,874.20	101,074	50.9763	63.7204				
Proficient 2	3,887.90	101,431	51.1566	63.9458	3,985.10	103,967	52.4355	65.5444	4,084.70	106,566	53.7461	67.1826				
Experienced 1	4,075.70	106,331	53.6276	67.0345	4,177.60	108,989	54.9684	68.7105	4,282.00	111,713	56.3421	70.4276				
Experienced 2	4,214.70	109,957	55.4566	69.3208	4,320.10	112,707	56.8434	71.0543	4,428.10	115,525	58.2645	72.8306				
Experienced 3	4,374.90	114,137	57.5645	71.9556	4,484.30	116,991	59.0039	73.7549	4,596.40	119,915	60.4789	75.5986				

(iii) Career Counsellor/Career Advisor (Teacher)

**Career Counsellor/Career Advisor (Teacher)**

Classification	1 July 2019				1 July 2020				1 July 2021				1 July 2022			
	2.50%				2.50%				2.50%							
	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual	Fortnight	Annual	Hourly	Casual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Level 1	3,933.30	102,616	65.5550	81.9438	4,031.60	105,180	67.1933	83.9916	4,132.40	107,810	68.8733	86.0916	Percentage increase for 1 July 2022 will be in accordance with clause 4.2			
Level 2	4,059.00	105,895	67.6500	84.5625	4,160.50	108,543	69.3417	86.6771	4,264.50	111,257	71.0750	88.8438				
Level 3 (Masters Qualification or equivalent)	4,185.10	109,185	69.7517	87.1896	4,289.70	111,914	71.4950	89.3688	4,396.90	114,711	73.2817	91.6021				

## S1.5 School Officers

		1 May 2019				1 May 2020				1 May 2021				1 May 2022			
		Greater of 2.50% or \$26.27 per week				Greater of 2.50% or \$26.93 per week				Greater of 2.50% or \$27.60 per week							
		Week	Annual	Hourly	Casual	Week	Annual	Hourly	Casual	Week	Annual	Hourly	Casual	Week	Annual	Hourly	Casual
Classification		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Level 1	Step 1	966.60	50,435	25.4368	31.7960	993.50	51,839	26.1447	32.6809	1,021.10	53,279	26.8711	33.5889	Percentage increase for 1 July 2022 will be in accordance with clause 4.3			
	Step 2	978.90	51,077	25.7605	32.2006	1,005.80	52,481	26.4684	33.0855	1,033.40	53,921	27.1947	33.9934				
	Step 3	991.00	51,708	26.0789	32.5986	1,017.90	53,112	26.7868	33.4835	1,045.50	54,552	27.5132	34.3915				
	Step 4	1,003.30	52,350	26.4026	33.0033	1,030.20	53,754	27.1105	33.8881	1,057.80	55,194	27.8368	34.7960				
Level 2	Step 1	1,015.70	52,997	26.7289	33.4111	1,042.60	54,401	27.4368	34.2960	1,070.20	55,841	28.1632	35.2040				
	Step 2	1,033.20	53,910	27.1895	33.9869	1,060.10	55,314	27.8974	34.8718	1,087.70	56,754	28.6237	35.7796				
	Step 3	1,041.30	54,333	27.4026	34.2533	1,068.20	55,737	28.1105	35.1381	1,095.80	57,177	28.8368	36.0460				
Level 3	Step 1	1,077.10	56,201	28.3447	35.4309	1,104.00	57,605	29.0526	36.3158	1,131.60	59,045	29.7789	37.2236				
	Step 2	1,094.90	57,130	28.8132	36.0165	1,122.30	58,559	29.5342	36.9178	1,150.40	60,026	30.2737	37.8421				
	Step 3	1,113.00	58,074	29.2895	36.6119	1,140.80	59,525	30.0211	37.5264	1,169.30	61,012	30.7711	38.4639				
	Step 4	1,122.70	58,580	29.5447	36.9309	1,150.80	60,046	30.2842	37.8553	1,179.60	61,549	31.0421	38.8026				
Level 4	Step 1	1,165.80	60,829	30.6789	38.3486	1,194.90	62,347	31.4447	39.3059	1,224.80	63,908	32.2316	40.2895				
	Step 2	1,171.70	61,137	30.8342	38.5428	1,201.00	62,666	31.6053	39.5066	1,231.00	64,231	32.3947	40.4934				
	Step 3	1,202.40	62,739	31.6421	39.5526	1,232.50	64,309	32.4342	40.5428	1,263.30	65,916	33.2447	41.5559				
Level 5	Step 1	1,243.20	64,868	32.7158	40.8948	1,274.30	66,490	33.5342	41.9178	1,306.20	68,155	34.3737	42.9671				
	Step 2	1,273.40	66,443	33.5105	41.8881	1,305.20	68,103	34.3474	42.9343	1,337.80	69,804	35.2053	44.0066				
	Step 3	1,303.70	68,024	34.3079	42.8849	1,336.30	69,725	35.1658	43.9573	1,369.70	71,468	36.0447	45.0559				
Level 6	Step 1	1,345.20	70,190	35.4000	44.2500	1,378.80	71,943	36.2842	45.3553	1,413.30	73,743	37.1921	46.4901				
	Step 2	1,418.60	74,020	37.3316	46.6645	1,454.10	75,872	38.2658	47.8323	1,490.50	77,771	39.2237	49.0296				
	Step 3	1,491.90	77,844	39.2605	49.0756	1,529.20	79,791	40.2421	50.3026	1,567.40	81,784	41.2474	51.5593				
	Step 4	1,566.50	81,737	41.2237	51.5296	1,605.70	83,782	42.2553	52.8191	1,645.80	85,875	43.3105	54.1381				
	Step 5	1,637.80	85,457	43.1000	53.8750	1,678.70	87,591	44.1763	55.2204	1,720.70	89,783	45.2816	56.6020				
Level 7	Step 1	1,659.40	86,584	43.6684	54.5855	1,700.90	88,750	44.7605	55.9506	1,743.40	90,967	45.8789	57.3486				
	Step 2	1,689.80	88,170	44.4684	55.5855	1,732.00	90,372	45.5789	56.9736	1,775.30	92,632	46.7184	58.3980				
	Step 3	1,720.60	89,777	45.2789	56.5986	1,763.60	92,021	46.4105	58.0131	1,807.70	94,322	47.5711	59.4639				
	Step 4	1,751.30	91,379	46.0868	57.6085	1,795.10	93,665	47.2395	59.0494	1,840.00	96,008	48.4211	60.5264				
	Step 5	1,781.90	92,976	46.8921	58.6151	1,826.40	95,298	48.0632	60.0790	1,872.10	97,682	49.2658	61.5823				

	1 May 2019				1 May 2020				1 May 2021				1 May 2022			
	2.50%				2.50%				2.50%							
School Officers Allowances	Week				Week				Week				Week			
Qualifications	40.40				41.40				42.40				Percentage increase for 1 July 2022 will be in accordance with clause 4.3			
First Aid	17.40				17.80				18.20							
Specialised Care	17.40				17.80				18.20							
Special Projects	44.60				45.70				46.80							

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

## S1.6 Annualised Wages for Term-Time School Officers (Archdiocese of Brisbane and Cairns Catholic Education Service)

This Schedule only applies to School Officers in Brisbane Archdiocese and Cairns Diocese who have chosen to annualise their salary in accordance with clause 4.11.2 of this Agreement

		1 May 2019			1 May 2020			1 May 2021			1 May 2022		
		Week	Fortnight	Hour	Week	Fortnight	Hour	Week	Fortnight	Hour	Week	Fortnight	Hour
Classification		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Level 1	Step 1	780.70	1,561.40	20.5447	802.40	1,604.80	21.1158	824.70	1,649.40	21.7026	Percentage increase for 1 July 2022 will be in accordance with clause 4.3		
	Step 2	790.70	1,581.40	20.8079	812.40	1,624.80	21.3789	834.70	1,669.40	21.9658			
	Step 3	800.40	1,600.80	21.0632	822.20	1,644.40	21.6368	844.40	1,688.80	22.2211			
	Step 4	810.40	1,620.80	21.3263	832.10	1,664.20	21.8974	854.40	1,708.80	22.4842			
Level 2	Step 1	820.40	1,640.80	21.5895	842.10	1,684.20	22.1605	864.40	1,728.80	22.7474			
	Step 2	834.50	1,669.00	21.9605	856.20	1,712.40	22.5316	878.50	1,757.00	23.1184			
	Step 3	841.10	1,682.20	22.1342	862.80	1,725.60	22.7053	885.10	1,770.20	23.2921			
Level 3	Step 1	870.00	1,740.00	22.8947	891.70	1,783.40	23.4658	914.00	1,828.00	24.0526			
	Step 2	884.30	1,768.60	23.2711	906.50	1,813.00	23.8553	929.20	1,858.40	24.4526			
	Step 3	899.00	1,798.00	23.6579	921.40	1,842.80	24.2474	944.40	1,888.80	24.8526			
	Step 4	906.80	1,813.60	23.8632	929.50	1,859.00	24.4605	952.80	1,905.60	25.0737			
Level 4	Step 1	941.60	1,883.20	24.7789	965.10	1,930.20	25.3974	989.30	1,978.60	26.0342			
	Step 2	946.40	1,892.80	24.9053	970.00	1,940.00	25.5263	994.30	1,988.60	26.1658			
	Step 3	971.20	1,942.40	25.5579	995.50	1,991.00	26.1974	1,020.40	2,040.80	26.8526			
Level 5	Step 1	1,004.10	2,008.20	26.4237	1,029.20	2,058.40	27.0842	1,055.00	2,110.00	27.7632			
	Step 2	1,028.50	2,057.00	27.0658	1,054.20	2,108.40	27.7421	1,080.50	2,161.00	28.4342			
	Step 3	1,053.00	2,106.00	27.7105	1,079.30	2,158.60	28.4026	1,106.30	2,212.60	29.1132			
Level 6	Step 1	1,086.50	2,173.00	28.5921	1,113.60	2,227.20	29.3053	1,141.50	2,283.00	30.0395			
	Step 2	1,145.80	2,291.60	30.1526	1,174.50	2,349.00	30.9079	1,203.90	2,407.80	31.6816			
	Step 3	1,205.00	2,410.00	31.7105	1,235.10	2,470.20	32.5026	1,266.00	2,532.00	33.3158			
	Step 4	1,265.30	2,530.60	33.2974	1,296.90	2,593.80	34.1289	1,329.30	2,658.60	34.9816			
	Step 5	1,322.80	2,645.60	34.8105	1,355.90	2,711.80	35.6816	1,389.80	2,779.60	36.5737			
Level 7	Step 1	1,340.30	2,680.60	35.2711	1,373.80	2,747.60	36.1526	1,408.10	2,816.20	37.0553			
	Step 2	1,364.80	2,729.60	35.9158	1,398.90	2,797.80	36.8132	1,433.90	2,867.80	37.7342			
	Step 3	1,389.70	2,779.40	36.5711	1,424.40	2,848.80	37.4842	1,460.10	2,920.20	38.4237			
	Step 4	1,414.50	2,829.00	37.2237	1,449.90	2,899.80	38.1553	1,486.20	2,972.40	39.1105			
	Step 5	1,439.20	2,878.40	37.8737	1,475.20	2,950.40	38.8211	1,512.10	3,024.20	39.7921			

	1 May 2019			1 May 2020			1 May 2021			1 May 2022	
<b>School Officers Allowances</b>	<b>Week</b>	<b>Fortnight</b>		<b>Week</b>	<b>Fortnight</b>		<b>Week</b>	<b>Fortnight</b>		<b>Week</b>	<b>Fortnight</b>
Qualifications	32.60	65.20		33.40	66.80		34.20	68.40		Percentage increase for 1 July 2022 will be in accordance with clause 4.3	
First Aid	14.10	28.20		14.40	28.80		14.70	29.40			
Specialised Care	14.10	28.20		14.40	28.80		14.70	29.40			
Special Projects	36.00	72.00		36.90	73.80		37.80	75.60			
Northern Division, Eastern District	0.80	1.60		0.80	1.60		0.80	1.60			



## S1.7 Services Staff

### (i) Services STAFF

		1-May-19				1-May-20				1-May-21				1-May-22			
		Greater of 2.50% or \$26.27 per week				Greater of 2.50% or \$26.93 per week				Greater of 2.50% or \$27.60 per week							
		Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual
Classification		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Level 0	Step 1	917.9	47,894	24.1553	30.1941	944.8	49,298	24.8632	31.079	972.4	50,738	25.5895	31.9869	Percentage increase for 1 July 2022 will be in accordance with clause 4.4			
	Step 2	923.8	48,202	24.3105	30.3881	950.7	49,606	25.0184	31.273	978.3	51,046	25.7447	32.1809				
	Step 3	929.7	48,510	24.4658	30.5823	956.6	49,913	25.1737	31.4671	984.2	51,354	25.9	32.375				
Level 1	Step 1	966.6	50,435	25.4368	31.796	993.5	51,839	26.1447	32.6809	1,021.10	53,279	26.8711	33.5889				
	Step 2	978.9	51,077	25.7605	32.2006	1,005.80	52,481	26.4684	33.0855	1,033.40	53,921	27.1947	33.9934				
	Step 3	991	51,708	26.0789	32.5986	1,017.90	53,112	26.7868	33.4835	1,045.50	54,552	27.5132	34.3915				
	Step 4	1,003.30	52,350	26.4026	33.0033	1,030.20	53,754	27.1105	33.8881	1,057.80	55,194	27.8368	34.796				
Level 2	Step 1	1,015.70	52,997	26.7289	33.4111	1,042.60	54,401	27.4368	34.296	1,070.20	55,841	28.1632	35.204				
	Step 2	1,033.20	53,910	27.1895	33.9869	1,060.10	55,314	27.8974	34.8718	1,087.70	56,754	28.6237	35.7796				
	Step 3	1,041.30	54,333	27.4026	34.2533	1,068.20	55,737	28.1105	35.1381	1,095.80	57,177	28.8368	36.046				
Level 3	Step 1	1,077.10	56,201	28.3447	35.4309	1,104.00	57,605	29.0526	36.3158	1,131.60	59,045	29.7789	37.2236				
	Step 2	1,094.90	57,130	28.8132	36.0165	1,122.30	58,559	29.5342	36.9178	1,150.40	60,026	30.2737	37.8421				
	Step 3	1,113.00	58,074	29.2895	36.6119	1,140.80	59,525	30.0211	37.5264	1,169.30	61,012	30.7711	38.4639				
	Step 4	1,122.70	58,580	29.5447	36.9309	1,150.80	60,046	30.2842	37.8553	1,179.60	61,549	31.0421	38.8026				
Level 4	Step 1	1,165.80	60,829	30.6789	38.3486	1,194.90	62,347	31.4447	39.3059	1,224.80	63,908	32.2316	40.2895				
	Step 2	1,171.70	61,137	30.8342	38.5428	1,201.00	62,666	31.6053	39.5066	1,231.00	64,231	32.3947	40.4934				
	Step 3	1,202.40	62,739	31.6421	39.5526	1,232.50	64,309	32.4342	40.5428	1,263.30	65,916	33.2447	41.5559				

(ii) Allowances	1 May 2019				1 May 2020				1 May 2021				1 May 2022			
	2.50%				2.50%				2.50%				0.00%			
	\$ Per Week				\$ Per Week				\$ Per Week				\$ Per Week			
Distributing Fertilizer or Spraying	1.74				1.78				1.82				Percentage increase for 1 July 2022 will be in accordance with clause 4.4			
Toilet Cleaning	9.97				10.22				10.48							
First Aid Attendant	18.55				19.01				19.49							
Uniforms	19.70				20.19				20.69							
<b>Tool allowances</b>																
Carpenter and/or Joiner	27.95				28.65				29.37							
Plumber	27.95				28.65				29.37							
Plasterer and Tiler	23.08				23.66				24.25							
Bricklayer	19.80				20.30				20.81							
Waterproofers	10.87				11.14				11.42							
Signwriter, Painter, Glazier	6.68				6.85				7.02							
Licensed Drainer	6.68				6.85				7.02							
<b>Building and Maintenance Allowances</b>	<b>\$ Per Day</b>				<b>\$ Per Day</b>				<b>\$ Per Day</b>							
In charge of not more than 1 person	3.85				3.95				4.05							
In charge of 2 and not more than 5 persons	8.48				8.69				8.91							
In charge of 6 and not more than 10 persons	10.66				10.93				11.20							
In charge of more than 10 persons	14.19				14.54				14.90							
<b>Leading Hand Plumber</b>																
In charge of less than two (2)	5.06				5.19				5.32							
In charge of 2 to 4 employees	7.68				7.87				8.07							
In charge of 4 or more employees	10.82				11.09				11.37							
<b>Labourers mixing wet concrete or compo</b>	0.56				0.57				0.58							
<b>Explosive powered tools</b>	1.52				1.56				1.60							
<b>Broken Shift</b>	12.60				12.92				13.24							
<b>Work in excessive heat</b>	<b>\$ Per Hour</b>				<b>\$ Per Hour</b>				<b>\$ Per Hour</b>							
46-54 degrees celsius	0.6477				0.6639				0.6805							
Exceeding 54 degrees celsius	0.7891				0.8088				0.8290							
<b>Asbestos</b>	0.7829				0.8025				0.8226							
Asbestos Eradication	2.0934				2.1457				2.1993							
Dirty work	0.6477				0.6639				0.6805							
Certificate allowance	0.6477				0.6639				0.6805							

**(iii) Annualisation of Wages – Services Staff (Archdiocese of Brisbane and Cairns CES)**

This Schedule only applies to School Services Staff in Brisbane Archdiocese and Cairns Diocese who have chosen to annualise their salary in accordance with clause 4.11.2 of this Agreement.

		1-May-19			1-May-20			1-May-21			1-May-22		
		Week	Fortnight	Hour	Week	Fortnight	Hour	Week	Fortnight	Hour	Week	Fortnight	Hour
Classification		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Level 0	Step 1	741.4	1,482.80	19.5105	763.1	1,526.20	20.0816	785.4	1,570.80	20.6684	Percentage increase for 1 July 2022 will be in accordance with clause 4.4		
	Step 2	746.1	1,492.20	19.6342	767.9	1,535.80	20.2079	790.2	1,580.40	20.7947			
	Step 3	750.9	1,501.80	19.7605	772.6	1,545.20	20.3316	794.9	1,589.80	20.9184			
Level 1	Step 1	780.7	1,561.40	20.5447	802.4	1,604.80	21.1158	824.7	1,649.40	21.7026			
	Step 2	790.7	1,581.40	20.8079	812.4	1,624.80	21.3789	834.7	1,669.40	21.9658			
	Step 3	800.4	1,600.80	21.0632	822.2	1,644.40	21.6368	844.4	1,688.80	22.2211			
	Step 4	810.4	1,620.80	21.3263	832.1	1,664.20	21.8974	854.4	1,708.80	22.4842			
Level 2	Step 1	820.4	1,640.80	21.5895	842.1	1,684.20	22.1605	864.4	1,728.80	22.7474			
	Step 2	834.5	1,669.00	21.9605	856.2	1,712.40	22.5316	878.5	1,757.00	23.1184			
	Step 3	841.1	1,682.20	22.1342	862.8	1,725.60	22.7053	885.1	1,770.20	23.2921			
Level 3	Step 1	870	1,740.00	22.8947	891.7	1,783.40	23.4658	914	1,828.00	24.0526			
	Step 2	884.3	1,768.60	23.2711	906.5	1,813.00	23.8553	929.2	1,858.40	24.4526			
	Step 3	899	1,798.00	23.6579	921.4	1,842.80	24.2474	944.4	1,888.80	24.8526			
	Step 4	906.8	1,813.60	23.8632	929.5	1,859.00	24.4605	952.8	1,905.60	25.0737			
Level 4	Step 1	941.6	1,883.20	24.7789	965.1	1,930.20	25.3974	989.3	1,978.60	26.0342			
	Step 2	946.4	1,892.80	24.9053	970	1,940.00	25.5263	994.3	1,988.60	26.1658			
	Step 3	971.2	1,942.40	25.5579	995.5	1,991.00	26.1974	1,020.40	2,040.80	26.8526			

Allowances	1-May-19	1-May-20	1-May-21	1-May-22
	\$ Per Week	\$ Per Week	\$ Per Week	\$ Per Week
Distributing Fertilizer or Spraying	1.41	1.44	1.47	Percentage increase for 1 July 2022 will be in accordance with clause 4.4
Toilet Cleaning	8.05	8.25	8.46	
First Aid Attendant	14.98	15.35	15.74	
Uniforms	15.91	16.31	16.71	
<b>Tool allowances</b>				
Carpenter and/or Joiner	22.58	23.14	23.72	
Plumber	22.58	23.14	23.72	
Plasterer and Tiler	18.64	19.11	19.59	
Bricklayer	15.99	16.4	16.81	
Waterproofer	8.78	9	9.22	
Signwriter, Painter, Glazier	5.4	5.53	5.67	
Licensed Drainer	5.4	5.53	5.67	
<b>Building and Maintenance Allowances</b>	\$ Per Day	\$ Per Day	\$ Per Day	
In charge of not more than 1 person	3.11	3.19	3.27	
In charge of 2 and not more than 5 persons	6.85	7.02	7.2	
In charge of 6 and not more than 10 persons	8.61	8.83	9.05	
In charge of more than 10 persons	11.46	11.74	12.03	
<b>Leading Hand Plumber</b>				
In charge of less than two (2)	4.09	4.19	4.3	
In charge of 2 to 4 employees	6.2	6.36	6.52	
In charge of 4 or more employees	8.74	8.96	9.18	
<b>Labourers mixing wet concrete or compo</b>	0.45	0.46	0.47	
<b>Explosive powered tools</b>	1.23	1.26	1.29	
<b>Broken Shift</b>	10.18	10.43	10.69	
<b>Work in excessive heat</b>	\$ Per Hour	\$ Per Hour	\$ Per Hour	
46-54 degrees celsius	0.5231	0.5362	0.5496	
Exceeding 54 degrees celsius	0.6374	0.6533	0.6696	

<b>Asbestos</b>	0.6323				0.6482				0.6644				
Asbestos Eradication	1.6908				1.7331				1.7764				
Dirty work	0.5231				0.5362				0.5496				
Certificate allowance	0.5231				0.5362				0.5496				

## S1.8 Boarding House Supervision Staff

Table 1 - Minimum Rate of Pay	1 May 2019				1 May 2020				1 May 2021				1 May 2022			
	Greater of 2.50% or \$26.27 per week				Greater of 2.50% or \$26.93 per week				Greater of 2.50% or \$27.60 per week							
	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Assistant Supervisor	971.60	50,696	25.5684	31.9605	998.50	52,100	26.2763	32.8454	1,026.10	53,540	27.0026	33.7533	Percentage increase for 1 July 2022 will be in accordance with clause 4.4			
Boarding Supervisor	1,017.00	53,065	26.7632	33.4540	1,043.90	54,469	27.4711	34.3389	1,071.50	55,909	28.1974	35.2468				
Boarding Supervisor Qualified	1,056.40	55,121	27.8000	34.7500	1,083.30	56,524	28.5079	35.6349	1,110.90	57,965	29.2342	36.5428				
Senior Supervisor	1,140.00	59,483	30.0000	37.5000	1,168.50	60,970	30.7500	38.4375	1,197.70	62,494	31.5184	39.3980				

Allowances	1 May 2019				1 May 2020				1 May 2021				1 May 2022			
Classification	\$ Per Occasion				\$ Per Occasion				\$ Per Occasion				\$ Per Occasion			
Sleepover (Schedule 13, Clause S13.8.5)	53.84				55.19				56.57				Percentage increase for 1 July 2022 will be in accordance with clause 4.3			

Table 2 - Aspirational Rates	1 May 2019				1 May 2020				1 May 2021				1 May 2022			
	Greater of 2.50% or \$26.27 per week				Greater of 2.50% or \$26.93 per week				Greater of 2.50% or \$27.60 per week							
	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Assistant Supervisor	1,097.20	57,250	28.8737	36.0921	1,124.60	58,679	29.5947	36.9934	1,152.70	60,146	30.3342	37.9178	Percentage increase for 1 July 2022 will be in accordance with clause 4.3			
Boarding Supervisor	1,164.60	60,766	30.6474	38.3093	1,193.70	62,285	31.4132	39.2665	1,223.50	63,840	32.1974	40.2468				
Boarding Supervisor Qualified	1,266.00	66,057	33.3158	41.6448	1,297.70	67,711	34.1500	42.6875	1,330.10	69,402	35.0026	43.7533				
Senior Supervisor	1,352.20	70,555	35.5842	44.4803	1,386.00	72,319	36.4737	45.5921	1,420.70	74,129	37.3868	46.7335				

Allowances	1 May 2019				1 May 2020				1 May 2021				1 May 2022			
Classification	\$ Per Occasion				\$ Per Occasion				\$ Per Occasion				\$ Per Occasion			
Sleepover (Schedule 13, Clause S13.8.5)	53.84				55.19				56.57				Percentage increase for 1 July 2022 will be in accordance with clause 4.3			

## S1.9 Children's Services Employees

		1 May 2019				1 May 2020				1 May 2021				1 May 2022							
		Greater of 2.50% or \$26.27 per week				Greater of 2.50% or \$26.93 per week				Greater of 2.50% or \$27.60 per week											
		Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual				
Classification		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$				
Assistant CCW Unqualified	Year 1	923.10	48,166	24.2921	30.3651	950.00	49,569	25.0000	31.2500	977.60	51,009	25.7263	32.1579	Percentage increase for 1 July 2022 will be in accordance with clause 4.3							
	Year 2	959.50	50,065	25.2500	31.5625	986.40	51,468	25.9579	32.4474	1,014.00	52,908	26.6842	33.3553								
	Year 3	974.60	50,853	25.6474	32.0593	1,001.50	52,256	26.3553	32.9441	1,029.10	53,696	27.0816	33.8520								
Assistant CCW Qualified	Year 1	1,013.00	52,856	26.6579	33.3224	1,039.90	54,260	27.3658	34.2073	1,067.50	55,700	28.0921	35.1151								
	Year 2	1,038.30	54,176	27.3237	34.1546	1,065.20	55,580	28.0316	35.0395	1,092.80	57,020	28.7579	35.9474								
	Year 3	1,062.50	55,439	27.9605	34.9506	1,089.40	56,843	28.6684	35.8355	1,117.00	58,283	29.3947	36.7434								
Assistant Coordinator Qualified Large Service	Year 1	1,094.90	57,130	28.8132	36.0165	1,122.30	58,559	29.5342	36.9178	1,150.40	60,026	30.2737	37.8421								
	Year 2	1,111.20	57,980	29.2421	36.5526	1,139.00	59,431	29.9737	37.4671	1,167.50	60,918	30.7237	38.4046								
Coordinator Unqualified	Year 1	1,094.90	57,130	28.8132	36.0165	1,122.30	58,559	29.5342	36.9178	1,150.40	60,026	30.2737	37.8421								
	Year 2	1,111.20	57,980	29.2421	36.5526	1,139.00	59,431	29.9737	37.4671	1,167.50	60,918	30.7237	38.4046								
	Year 3	1,138.60	59,410	29.9632	37.4540	1,167.10	60,897	30.7132	38.3915	1,196.30	62,421	31.4816	39.3520								
Coordinator Qualified Small Service	Year 1	1,176.00	61,361	30.9474	38.6843	1,205.40	62,895	31.7211	39.6514	1,235.50	64,466	32.5132	40.6415								
	Year 2	1,194.00	62,301	31.4211	39.2764	1,223.90	63,861	32.2079	40.2599	1,254.50	65,457	33.0132	41.2665								
Coordinator Qualified Large Service	Year 1	1,223.10	63,819	32.1868	40.2335	1,253.70	65,416	32.9921	41.2401	1,285.00	67,049	33.8158	42.2698								
	Year 2	1,252.30	65,343	32.9553	41.1941	1,283.60	66,976	33.7789	42.2236	1,315.70	68,651	34.6237	43.2796								
	Year 3	1,292.50	67,440	34.0132	42.5165	1,324.80	69,125	34.8632	43.5790	1,357.90	70,853	35.7342	44.6678								
	Year 4	1,309.60	68,332	34.4632	43.0790	1,342.30	70,039	35.3237	44.1546	1,375.90	71,792	36.2079	45.2599								
		2.50%				2.50%				2.50%											
Allowances		Per Day				Per Day				Per Day											
Broken Shift Allowance		12.60				12.92				13.24											

**S1.10 Nurses**

		1 May 2019				1 May 2020				1 May 2021				1 May 2022			
		Greater of 2.50% or \$26.27 per week				Greater of 2.50% or \$26.93 per week				Greater of 2.50% or \$27.60 per week							
		Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual
Classification		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Enrolled Nurse		1,050.90	54,834	27.6553	34.5691	1,077.80	56,237	28.3632	35.4540	1,105.40	57,678	29.0895	36.3619	Percentage increase for 1 July 2022 will be in accordance with clause 4.3			
Registered Nurse Level 1	1st Year	1,151.80	60,099	30.3105	37.8881	1,180.60	61,601	31.0684	38.8355	1,210.10	63,141	31.8447	39.8059				
	2nd Year	1,209.20	63,094	31.8211	39.7764	1,239.40	64,669	32.6158	40.7698	1,270.40	66,287	33.4316	41.7895				
	3rd Year	1,267.10	66,115	33.3447	41.6809	1,298.80	67,769	34.1789	42.7236	1,331.30	69,465	35.0342	43.7928				
	4th Year	1,324.20	69,094	34.8474	43.5593	1,357.30	70,821	35.7184	44.6480	1,391.20	72,590	36.6105	45.7631				
Registered Nurse Level 2	1st Year	1,612.00	84,111	42.4211	53.0264	1,652.30	86,214	43.4816	54.3520	1,693.60	88,369	44.5684	55.7105				
	2nd Year	1,650.10	86,099	43.4237	54.2796	1,691.40	88,254	44.5105	55.6381	1,733.70	90,461	45.6237	57.0296				
	3rd Year	1,688.20	88,087	44.4263	55.5329	1,730.40	90,289	45.5368	56.9210	1,773.70	92,548	46.6763	58.3454				
	4th Year	1,726.70	90,096	45.4395	56.7994	1,769.90	92,350	46.5763	58.2204	1,814.10	94,656	47.7395	59.6744				
Registered Nurse Level 3	1st Year	1,798.80	93,858	47.3368	59.1710	1,843.80	96,206	48.5211	60.6514	1,889.90	98,611	49.7342	62.1678				
	2nd Year	1,850.80	96,571	48.7053	60.8816	1,897.10	98,987	49.9237	62.4046	1,944.50	101,460	51.1711	63.9639				
	3rd Year	1,885.10	98,361	49.6079	62.0099	1,932.20	100,818	50.8474	63.5593	1,980.50	103,339	52.1184	65.1480				
	4th Year	1,928.30	100,615	50.7447	63.4309	1,976.50	103,130	52.0132	65.0165	2,025.90	105,707	53.3132	66.6415				

Note: Nurses in receipt of wages in excess of those applicable to their classification will continue to receive those higher wages and have pay increases of 2.5% applied on 1 May 2019, 1 May 2020, 1 May 2021, and 1 May 2022.



**S1.11 Divisional and District Allowances for Employees Other Than Teachers**

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

These amounts are payable for all purposes of this Agreement.

## **SCHEDULE 2 POSITIONS OF LEADERSHIP IN DIOCESAN SCHOOLS**

### **S2.1 Coverage**

Schedule 2 shall 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 will be made under the provisions of this Schedule.

#### **S2.2.2 Purposes**

The parties to Schedule 2 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 will reflect both the nature and ethos or the values that derive from those purposes and take account of different educational needs without prejudice to principles of public accountability and equity.

S2.2.4 Schedule 2 provides Senior Leadership positions and Middle Leadership positions in Catholic schools that:

- (a) assure quality learning for students;
- (b) provide a satisfactory career path for teachers;
- (c) incorporate a Christian leadership model that is committed to the principle of collegiality and subsidiarily;
- (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 Clause S2.3 will apply to employees who:

- (a) are covered by this Agreement; and
- (b) held or holds a Position of Leadership from 1 July 2019.

S2.3.2 From 1 July 2019, where this Schedule provides for the payment of an allowance, the following will apply:

- (a) a teacher will receive the allowance added to the teacher's substantive rate of pay, but only up to (and including) the rate for Proficient 7; and
- (b) a teacher whose substantive rate of pay is Proficient 8, and who is appointed to a Position of Leadership, will receive either the Proficient 7 rate plus the applicable leadership allowance, or the Proficient 8 substantive teacher rate, whichever is the greater.

- S2.3.3 From 1 July 2021, where this Schedule provides for the payment of an allowance, the teacher concerned will receive the allowance added to the teacher's substantive rate of pay up to and including the rate of Proficient 8. To avoid any doubt, this includes teachers on Proficient 8.
- S2.3.4 From 1 July 2022, a teacher whose substantive rate of pay is Experienced Proficient Teacher (see clause 7.2 of this Agreement), and who is appointed to a Position of Leadership, will receive 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.
- 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 Senior and Middle Leadership positions do not include those positions which would fill a minor co-ordinating role and which attract an allowance payment of less than one unit as defined.
- 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 S2.17.3(a).
- S2.4.4 "replaced agreement" means the *Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2015-2019* – (AG2018/2310)

## 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 shall be appointed for an initial period for five (5) years with a further five (5) year appointment subject to a satisfactory performance review at the conclusion of the first five (5) years. The review/appraisal process shall be determined by the employing authority. That process will be based upon principles outlined in Schedule 7 (Review/Appraisal Process Principles) of this Agreement.
- S2.5.2 After the completion of an appointment period of ten (10) years, the employing authority may at its discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S2.5.1 above.
- S2.5.3 After the completion of an appointment period of ten (10) years and notwithstanding the foregoing clause S2.5.2, the employing authority may, by mutual agreement with the incumbent and subject to satisfactory appraisal, appoint the incumbent for a period of up to

five (5) years. At the completion of this agreed period, the employing authority will advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S2.5 of this Schedule.

## **S2.6 Appointment to Senior Leadership Positions in Primary Schools**

Each person who accepts a position of Assistant to the Principal Religious Education or Assistant to the Principal Administration in a primary school shall be appointed on the same terms and conditions as set out in clause S2.5 of this Schedule.

## **S2.7 Termination of Employment - Primary and Secondary**

- S2.7.1 Both the employee and employer shall have the right to terminate employment in positions occupied in accordance with Schedule 2.
- S2.7.2 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.
- S2.7.3 A person whose position is terminated in accordance with the terms of Schedule 2 shall continue to be employed as a teacher under the terms and conditions of this Agreement:
- S2.7.4 Provided that, a person who occupies a position whose length of appointment is determined by clause S2.5 or S2.6 may be required to accept employment with the employing authority other than at the school where the previous position was held.
- S2.7.5 Clause S2.7 shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty who may be summarily dismissed without notice.

## **S2.8 Allocation of Senior Leadership Positions**

- S2.8.1 Enrolment levels for the purpose of allocation of Senior Leadership positions within bands as outlined in clause S2.10 and clause S2.11.5 of Schedule 2 shall be those taken from the Commonwealth School Census for the year prior to the operating year.
- S2.8.2 Notwithstanding the provisions of clause S2.5 and clause S2.6 of Schedule 2, in the event of a decrease below the enrolment required for the allocation of a Senior Leadership position, the position shall continue for that year and for the following year and then shall cease to exist:
- S2.8.3 Provided that the incumbent of the position whose appointment has terminated shall be granted continued employment with the employing authority as a teacher.
- S2.8.4 Notwithstanding the provisions of clause S2.5 and clause S2.6 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 shall then be adjusted to the appropriate band at the beginning of the following year.

## **S2.9 Positions of Senior Leadership – Secondary Schools**

- S2.9.1 One (1) position of deputy principal shall be established in all secondary schools with an enrolment of less than 300 students.
- S2.9.2 Two (2) positions of deputy principal shall be established in secondary schools with an enrolment in excess of 300 students.
- S2.9.3 Three (3) positions of deputy principal shall be established in secondary schools with an enrolment in excess of 1,200 students.
- S2.9.4 Notwithstanding the provisions of clause S2.9.2 the employing authority may, at its discretion, create two (2) Senior Leadership positions in lieu of the second position of deputy principal in schools with an enrolment in excess of 300 students.

- S2.9.5 Notwithstanding the provisions of clause S2.9.3 the employing authority may, at its discretion, create Senior Leadership positions in lieu of the third position of deputy principal in schools with an enrolment in excess of 1,200 students.

## **S2.10 Release Time Senior Leadership Positions – Secondary Schools**

- S2.10.1 The following table of release time from teaching duties shall apply to senior leadership positions in secondary schools. The designated figure represents the proportion of the teaching load for which the appointee will be released. The teaching load is based on the maximum contact time in Schedule 3 (Hours of Duty - Teachers).

**TABLE 1: Release Time for Diocesan 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

- S2.10.2 Provision of additional release time beyond the above allocation may be taken from the general teaching provision of a school in accordance with local decision, subject to the terms and conditions of clause 7.11 and Schedule 3 (Hours of Duty - Teachers) of this Agreement.
- S2.10.3 Notwithstanding the provisions in the table above, a secondary deputy principal in any school may be expected to teach at least one subject line or class.
- S2.10.4 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 shall 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.

## **S2.11 Positions of Senior Leadership - Primary Schools**

- S2.11.1 A position of Assistant to the Principal Religious Education and a position of Assistant to the Principal Administration shall be established in schools with an enrolment of 451 or more students. The occupant of either of these positions may be required to deputise for the principal in respect of short term absences.
- S2.11.2 A position of Assistant to the Principal Religious Education or Religious Education Co-ordinator shall be established in schools with an enrolment of 450 or fewer students.
- S2.11.3 In schools of 450 or fewer students, a specific teacher shall be designated to deputise for the principal in respect of short term absences. Where the person deputising is not the Assistant to the Principal Religious Education or Religious Education Co-ordinator, an allowance as prescribed in Schedule 1 – S1.3 of this Agreement.
- S2.11.4 If REC/APRE does not deputise, the person appointed to deputise shall receive an allowance as prescribed in Schedule 1 – S1.3 of this Agreement.
- S2.11.5 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. Table 2 shall apply from 1 July 2019.
- S2.11.6 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: Diocesan 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

Enrolment	Positions for Senior Leadership	Payment	Weekly Release Time Hours
1400-1499	APRE+APA+AP+AP	Salaries	Full
1500+	APRE+APA+AP+AP	Salaries	Full

S2.11.7 The salaries and allowances provided for in this Table 2 are as prescribed in Schedule 1 – S1.3 of this Agreement.

## **S2.12 Role Descriptions and Key Selection Criteria for Senior Leadership Positions**

### **S2.12.1 Role Descriptions**

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

- (a) Contributions to the Mission/Ethos of the school or college
  - (i) Participate in processes that contribute to the positive development of the school mission and ethos
  - (ii) Participate in processes that assist in the formation of school/college policies and practices
- (b) Learning and teaching
  - (i) Develop and maintain effective teaching
  - (ii) Implement quality pedagogies
  - (iii) Plan, implement and evaluate the nature of student's learning outcomes
  - (iv) Develop collaborative ways of improving teaching and learning in specialised subject areas
- (c) Information, communication and technology
  - (i) Establish policies relating to the use of information technologies for students and teachers
  - (ii) Monitor the implementation of the use of information technologies for students and teachers
  - (iii) Plan for the provision of suitable professional development
- (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

**S2.12.2 Key Selection Criteria**

Key selection criteria will be developed where they do not exist currently. Such Key selection criteria could include:

- (a) demonstrated commitment to the Catholic mission/ethos of the school/college;
- (b) demonstrated achievement in the learning and teaching aspects of school life;
- (c) ability to implement and use creatively a range of activities associated with information technology;
- (d) demonstrated understanding of curriculum development and QCAA and employing authority procedures;
- (e) ability to plan effectively and communicate an appropriate range of reporting processes;
- (f) demonstrated involvement and commitment to quality professional development; and
- (g) ability to develop processes to manage staff and resources effectively and collaboratively.

**S2.13 Remuneration – Senior Leadership**

S2.13.1 Subject to clauses S2.13.2 to S2.13.4 (Recognition of Previous Service), an employee appointed as a Deputy Principal or an Assistant to the Principal 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 4.2.6 (Salary Increments) and clause 7.18.10 (Part-Time Teachers – increment).

***Recognition of Previous Service for the Position of Deputy or Assistant to the Principal***

- S2.13.2 All previous service as a deputy principal or principal of a Catholic school shall be recognised in determining the appropriate salary level for the deputy principal. Such service as deputy principal or principal is recognised provided that there is not a break of continuous service exceeding twelve (12) months.
- S2.13.3 All service as an Assistant to the Principal, deputy principal or principal of a Catholic school shall be recognised in determining the appropriate salary level for the Assistant to the Principal. Such service as Assistant to the Principal, deputy principal or principal is recognised provided that there is not a break in continuous service exceeding twelve (12) months.
- S2.13.4 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 employing authority.

***Transitional Provisions***

- S2.13.5 As outlined in Schedule 1.3 (Positions of Leadership), this Agreement has changed the salary structure of the replaced agreement by:
  - (a) removing level 1 of the replaced agreement for Assistant Principal and Deputy Principal; and



(b) adding an additional level for Assistant Principal.

S2.13.6 From 1 July 2019, an Assistant Principal or Deputy Principal remunerated at level 1 of the replaced agreement on 30 June 2019 will transition to level 1 of this Agreement and remain on that level until progressing to Level 2 (subject to satisfactory conduct, diligence and efficiency) as follows:

- (a) for full-time employees during this time, on 1 July 2020; and
- (b) for part-time employees during this time, on whichever is the latter of the following dates:
  - (i) when the employee satisfies the requirements of clause 7.18.10 of this Agreement (Part-Time Teachers – 1200 hours); or
  - (ii) 1 July 2020.

*Example1 [S2.13.6(a)] - A Deputy Principal (DP) is appointed on 1 April 2019 on a full-time basis and is paid \$118,820 per year (level 1) on 30 June 2019 in accordance with the replaced agreement. From 1 July 2019, the DP will be paid \$124,649 (level 1) of this Agreement and increment to level 2 (\$130,968) on 1 July 2020.*

*Example 2 [S2.13.6(b)] – A DP is appointed on 1 February 2019 on a part-time basis at Level 1 of the replaced agreement. From 1 July 2019, the Deputy Principal will be paid level 1 of this Agreement.*

- *If the DP performs an aggregate of 1200 hours of paid work by 1 September 2020, then the DP will increment to Level 2 on 1 September 2020.*
- *If the DP performs an aggregate of 1200 hours of paid work prior to 1 July 2020 (eg. by 1 June 2020), then the DP will increment to Level 2 on 1 July 2020.*

S2.13.7 An Assistant Principal or Deputy Principal remunerated above level 1 of the replaced agreement on 30 June 2019, will transition to the relevant salary level of this Agreement from 1 July 2019 in accordance with the following table:

AP or DP level of replaced agreement on 30/6/19 (previous level)	AP or DP level of this Agreement from 1/7/19 (new level)
Level 2	Level 1
Level 3	Level 2
Level 4 (DP only)	Level 3 (DP only)
Level 5 (DP only)	Level 4 (DP only)

S2.13.8 An Assistant Principal or Deputy Principal transitioned pursuant to clause S2.13.7 will progress as follows:

- (a) in accordance with clause S2.13.1(b); and
- (b) service on the previous level and new level of the above table will count towards the annual increment (that is, for full-time employees, the anniversary date is preserved).

*For example, a full-time Assistant Principal incremented to Level 2 (\$118, 820) on 1 April 2019 pursuant to the replaced agreement. From 1 July 2019, the Assistant Principal will transition to Level 1 of this Agreement (\$121,791) and*

*can increment to Level 2 of this Agreement (\$124,649) on 1 April 2020. This preserves the anniversary date of 1 April 2020.*

## **MIDDLE LEADERSHIP**

### **S2.14 Appointment to Middle Leadership Positions in Secondary Schools**

- S2.14.1 Each person who accepts a Middle Leadership position in a secondary school shall be appointed for an initial period of three (3) years. Two (2) further three (3) year appointments will be made subject to a continued designation of the position and a satisfactory performance review at the conclusion of the previous three (3) years.
- S2.14.2 The review/appraisal process shall be determined by the employing authority. That process will be based upon principles outlined in Schedule 7 (Review/Appraisal Process Principles) of this Agreement.
- S2.14.3 After the completion of an appointment period of nine (9) years, the employing authority may at its discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S2.14.1 of this Schedule.
- S2.14.4 Should an incumbent holding a position resign during a period of the contract, a fixed-term contract will be made for the balance of the current triennium. Any subsequent appointment will be made in accordance with clause S2.14.1 of Schedule 2.

### **S2.15 Appointment to Middle Leadership Positions - Primary Schools**

- S2.15.1 Each person who accepts a position of Religious Education Co-ordinator in a primary school shall be appointed on the same terms and conditions as set out in clause S2.14.

### **S2.16 Termination of Appointment as a Middle Leader in Primary and Secondary Schools**

- S2.16.1 Both the employee and employer shall have the right to terminate employment in positions occupied in accordance with Schedule 2.
- S2.16.2 In the case of a person categorised as a Middle Leader a minimum of one (1) month of notice is required by either party.
- S2.16.3 A person whose position is terminated in accordance with the terms of Schedule 2 shall continue to be employed as a teacher under the terms and conditions of this Agreement.
- S2.16.4 Clause S2.16 shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty who may be summarily dismissed without notice.

### **S2.17 Remuneration and Release Time: Middle Leadership Positions – Secondary**

- S2.17.1 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 Diocesan Secondary Schools**

Enrolment Band	Middle Leadership Units	Number of hours to distribute over a year within the available dollars
< 150	21	207
151-200	21	207
201-250	21	207
251-300	31	310
301-350	31	310
351-400	42	417
401-450	43	423
451-500	54	530
501-550	54	530
551-600	66	652
601-650	67	662
651-700	79	779
701-750	79	779
751-800	91	901
801-850	94	930
851-900	104	1028
901-950	104	1028
951-1000	116	1150
1001-1050	117	1159
1051-1100	128	1272
1101-1150	128	1272
1151-1200	128	1272
1201-1250	132	1305
1251-1300	143	1418
1301-1350	143	1418
1351-1400	143	1418
1401-1450	143	1418
1451-1500	143	1418
1501-1600	159	1578
1601+	161	1591

Enrolment levels for the purpose of allocation of Middle Leadership positions within the above bands shall be those taken from the Commonwealth School Census for the year prior to the operating year.

*Tier 1 and Teachers up to Proficient 4 (Tier 2 to 5)- Value of Allowance and Release Time*

S2.17.2 Clause S2.17.3 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.

S2.17.3 The following applies to teachers prescribed by clause S2.17.2:

- (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 clause S2.17.3 (b) is outlined in Schedule 1 – S1.3 (Positions of Leadership) of this Agreement;
- (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 clause S2.17.3 (f) is outlined in Schedule 1.3 of this Agreement.

*Teachers on Proficient 5 and above (Tier 2 – 5)*

S2.17.4 Clause S2.17.5 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.

S2.17.5 A teacher prescribed by clause S2.17.4 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 clause S2.17.3.

S2.17.6 Additional Middle Leadership release time for allocation over the school year

- (a) In addition to the minimum release time designated for each Middle Leader Tier, as described above at S2.17.2 and S2.17.3, extra hours of Middle Leadership release are also available for allocation over a school year. Such additional release time shall be allocated to various Middle Leadership positions on either a weekly basis or at particular pressure points identified within the school year.
- (b) This additional release time is intended to enable the different needs of various Middle Leadership positions to be best supported. (For example, Middle Leadership Pastoral positions may require additional release time to be allocated on a weekly basis to enable more contact with students during school hours; while Middle Leadership Curriculum positions may require additional release time to be allocated ahead of a new work program being due).
- (c) Ten 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 shall consider, and make recommendation to the principal on the appropriate distribution of these additional hours of release to the various Middle Leadership positions, as part of their deliberations outlined in clauses S2.17.6 g, S2.18 and S2.19 below.
- (g) In determining if additional release time for a Middle Leadership position from the quantum available is necessary, the following factors may be considered:

- (i) the number of teachers needing to be led or co-ordinated;
  - (ii) the number of subjects involved in any area of academic responsibility or number of Year levels under the Pastoral Leader;
  - (iii) the number of students 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.

**S2.18 School Consultative Committee – Secondary**

- S2.18.1 The principal shall determine the appropriate middle leadership structure and release time for a secondary school. In determining this structure a consultative process involving the formation of a School Consultative Committee (SCC) will be followed.
- S2.18.2 Membership of the School Consultative Committee shall include:
- (a) Two (2) persons nominated by the employing authority/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.
  - (d) It would be appropriate for the School Consultative Committee to determine a number of options for the middle leadership structure which take account of the current organisation and future needs of the school. Consultation by the whole committee with the entire teaching staff is necessary, prior to any decisions being made.
  - (e) Appropriate leadership and management provision shall be made for pastoral, academic and other program areas, designed to meet emerging needs of the contemporary secondary school. The employing authority in consultation with the School Consultative Committee will give consideration to the particular requirements of the school by first allocating up to twenty per cent (20%) of available points to the pastoral area. Academic and other needs including pastoral needs will be assessed in the context of the remaining available points.
  - (f) A consultative process involving participation of the School Consultative Committee will be the vehicle by which the school's middle leadership structure will be reviewed each three (3) years or by local agreement. The detail and the form of such a review are to be negotiated between the parties.

**S2.19 Middle Leadership Structure**

**S2.19.1 Consultation**

- (a) The principal in a secondary school will inform the School Consultative Committee (SCC) on key considerations underpinning the development of a Middle Leadership structure, including:

- (i) educational vision;
- (ii) strategic directions;
- (iii) particular programs, emphases and needs of the school; and
- (iv) any government initiatives that may impact in the foreseeable future.

This fundamental first step ensures the appropriate opportunity for a high-level, engaged conversation between the principal as educational leader and the School Consultative Committee tasked with the development of the recommendations.

- (b) The School Consultative Committee and principal will consult with the whole teaching staff to further inform their deliberations.
- (c) The SCC will then make recommendations to the principal about the Middle Leadership structure for the school based on minimum available units, and any additional release time within the available flexible hours, appropriate for the structure they have suggested.
- (d) The principal, following consultation with the SCC, shall determine the Middle Leadership structure and any additional release allocations for each Middle Leader.
- (e) The final Middle Leadership structure will be widely published to teaching staff to enable all an opportunity to apply, where appropriate. Full details will include a list of all Middle Leadership positions, existing appointments/vacancies, unit allocation, time release, financial allowance and flexible hours allocation.

An example of a table that may be used for this purpose is detailed below:

Middle Leadership Position	Unit allocation	Weekly time release	Annual financial allowance	Flexible hours allocation	Name of existing appointee or 'position vacant'

#### S2.19.2 Positions of Middle Leadership in Secondary Schools

- (a) The responsibilities of each tier and category of middle leadership position in secondary schools are detailed in Table 4.

This table further details criteria to guide the appropriate tier designation of each middle leadership position. There are five (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 shall be read in conjunction with S4.19.3 (a), (b) and (c) as relevant. The responsibilities of Middle Leaders in secondary schools vary according to:</i></p> <ul style="list-style-type: none"> <li>(i) the type of position held,</li> <li>(ii) the size of the school,</li> <li>(iii) the location of the school,</li> <li>(iv) school complexity ,</li> <li>(v) the school culture and community,</li> <li>(vi) school pedagogy,</li> <li>(vii) the nature of the student cohort, and</li> <li>(viii) the experience of the role-holder.</li> </ul> <p>In general, there are five (5) Tiers of Middle Leader described according to the level of responsibility entailed in the role.</p>			
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
<b>Middle Leader Tier 2</b>	<ul style="list-style-type: none"> <li>(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,</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>	<ul style="list-style-type: none"> <li>(a) the leadership of the pastoral care of one year level of &gt; 120 students in a school or</li> <li>(b) pastoral care of several year levels in one section of a secondary school of &lt; 300 students and/or</li> <li>(c) supervision of teachers engaged in pastoral care within the area of pastoral responsibility and/or</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>	<ul style="list-style-type: none"> <li>(a) the leadership of an identified program in a secondary school of &lt; 500 students and/or</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Middle Leader Tier 3</b>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of designated curriculum areas taught for more than 90 hours in a secondary school over an average five-day period</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through professional development and supervision of staff engaged in these areas and/or</li> <li>(d) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(f) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>(g) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of pastoral care of a section of a school (e.g. senior school) of &gt; 300 students and/or</li> <li>(b) whole-school pastoral care of up to 500 students and/or</li> <li>(c) supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>(d) induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(e) pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of an identified program in a mid-sized secondary school (500 - 1000 students) or a school of special character (&lt; 400 students) and/or</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Middle Leader Tier 4</b>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in a secondary school of up to 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
<b>Middle Leader Tier 5</b>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in a secondary school of &gt; 1000 students or in a P-12, 4-12, 5-12 school of &gt; 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
<b>Middle Leader</b> <b>Tier 5</b>	<p>Refers to a teacher in a secondary school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in a secondary school of &gt; 1000 students or in a P-12, 4-12, 5-12 school of &gt; 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>

### S2.19.3 Middle Leadership Positions

#### (a) Curriculum Leaders

In establishing the appropriate Curriculum Middle Leadership structure, the School Consultative Committee shall take account of the following:

- (i) all academic subject areas within a school shall be led, managed and supervised by either a Curriculum Middle Leader or a member of the Senior Leadership Team;
- (ii) there shall be 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 shall 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.

#### (b) Pastoral Leaders

- (i) The appropriate designations, units, allowance and release time to be allocated, are determined by the principal following consultation with the School Consultative Committee.
- (ii) The occupants of these positions may be responsible for the welfare of groups of students whether structured by year groups, "houses" in schools or otherwise.
- (iii) In determining the appropriate tier classification to be recommended for Pastoral Leaders, the School Consultative Committee shall take account of the following factors:
  - (A) the pastoral care structure of the school e.g. vertical or year level;
  - (B) the number of students and teachers involved in the pastoral care structure;
  - (C) the number of year levels involved if structure is based on year levels;
  - (D) particular pastoral care needs peculiar to the school;

- (E) responsibility for outside school activities each of which is of more than four (4) days' duration e.g. camps; or
  - (F) other relevant factors.
- (c) Program Leaders (or other) positions in response to emerging needs
  - (i) The appropriate designations, allowance and release time to be allocated, are determined by the principal following consultation with the School Consultative Committee.
  - (ii) In determining the appropriate allowances and release time to be recommended for these positions, the School Consultative Committee shall take account of the following factors:
    - (A) impact of school initiatives;
    - (B) the numbers of students and teachers involved in the program / activity;
    - (C) the level of overall resourcing in a particular area e.g. technical support; or
    - (D) other relevant factors.
  - (iii) The occupants of these positions shall be responsible for activities which may include, but are not limited to, vocational education and training or sports co-ordination.
  - (iv) The term of appointment to these positions may be varied according to need and be less than that provided in clause S2.14 of this Schedule. Such variation would be by consultation with the incumbent, the School Consultative Committee and the principal/employing authority.
- (d) Criteria guidelines
  - (i) Criteria guidelines for the appropriate designation of all middle leadership positions in secondary schools are described in Tables 5, 6 and 7.
- (e) 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 S2.17.4 and S2.17.5 (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 S2.17.2(a) or the Tier 2, 3, 4 or 5 allowance as if clauses S2.17.2(b) and S2.17.3 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 S4.17.2 and S4.17.3 (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 July 2019, a teacher on Proficient 8 holding a Tier 1.2 (\$8,103 + three (3) hours) and a substantive Tier 3 rate (\$115,933 + six (6) hours) middle leadership position simultaneously would receive a minimum weekly release time of nine (9) hours and a maximum annual remuneration of \$119,334. The balance of the annual financial allowance that would otherwise be due (\$4,702) is converted to an additional 1.23 hours of weekly release time.*

#### S2.19.4 Release Time Allocations

(a) A ten per cent (10%) flexibility level is permissible in allocating release time per position.

For example:

Position	Release time (min)	45 min periods	50 min periods	60 min periods	70 min periods
Tier 1.1	120	3	3	2	2
Tier 1.2	180	4	4	3	3
Tier 2	240	5	5	4	4
Tier 3	360	8	7	6	5
Tier 4	510	11	10	8	7
Tier 5	716	16	14	12	10

(b) Middle leader release time provided is from normal contact time.

(c) Except in exceptional circumstances, time release should be provided in usable blocks of at least thirty (30) minutes.

#### S2.19.5 Role Descriptions and Key Selection Criteria for Middle Leaders – Secondary (Table 5)



(i) **Table 5: Curriculum Leaders**

Table 5: CURRICULUM LEADERS IN SECONDARY SCHOOLS - RESPONSIBILITIES, ATTRIBUTES AND DUTIES			
<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>			
Tier	CURRICULUM LEADER RESPONSIBILITIES	CURRICULUM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Curriculum Leader Tier 1</b>	<p>The Curriculum Leader Tier 1 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) coordinating the designated curriculum area taught in the school and/or</li> <li>(b) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 1 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) understanding of and support for the ethos and mission of the school</li> <li>(b) ability to coordinate and manage a curriculum area</li> <li>(c) leadership potential - appropriate levels of vision, initiative, organisational and communication skill and ability to accept responsibility</li> <li>(d) success as a classroom teacher</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the development of work program(s) according to national, state and local requirements.</li> <li>(2) Coordinating assessment, moderation and reporting programs.</li> <li>(3) Managing financial and material resources within the area of responsibility including formulating of budgets and expending allocated funds.</li> <li>(4) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER RESPONSIBILITIES	CURRICULUM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Curriculum Leader Tier 2</b>	<p>The Curriculum Leader Tier 2 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) the leadership of designated curriculum area(s) taught in the school</li> <li>(b) the application of contemporary learning and teaching research to classroom practice through professional development of teachers engaged in the area(s) of curriculum responsibility</li> <li>(c) supervision of teachers engaged in the area(s) of curriculum responsibility</li> <li>(d) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(e) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>The Curriculum Leader Tier 2 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond subject boundaries, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) success as a classroom teacher</li> <li>(d) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(e) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the development of work programs according to national, state and local requirements.</li> <li>(2) Coordination of assessment, moderation and reporting programs, and the keeping of appropriate records.</li> <li>(3) Keeping abreast of developments within the area of responsibility through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(4) Engaging in professional discourse with staff on an individual and departmental basis through regular meetings.</li> <li>(5) Supervising the quality of teaching practice through activities such as collegial planning, moderation, classroom observation, and facilitation of reflective teaching practice.</li> <li>(6) Supervising the quality of student learning through analysis of student performance data and addressing areas of concern through appropriate interventions.</li> <li>(7) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(8) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> <li>(9) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Curriculum Leader Tier 3</b>	<p>The Curriculum Leader Tier 3 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall coordination of designated curriculum areas taught in the school</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through professional development and supervision of staff engaged in these areas and/or</li> <li>(c) induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 3 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond subject boundaries, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) ability to analyse school curriculum data to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) success as a classroom teacher</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordination and/or development of work programs according to national, state and local requirements.</li> <li>(2) Coordination of assessment, moderation and reporting programs, and the keeping of appropriate records.</li> <li>(3) Keeping abreast of developments within the area of responsibility through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(4) Engaging in professional discourse with staff on an individual and departmental basis through regular meetings.</li> <li>(5) Supervising the quality of teaching practice through activities such as collegial planning, moderation, classroom observation, and facilitation of reflective teaching practice.</li> <li>(6) Supervising the quality of student learning through analysis of student performance data and addressing areas of concern through appropriate interventions.</li> <li>(7) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(8) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> <li>(9) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Curriculum Leader Tier 4</b>	<p>The Curriculum Leader Tier 4 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in the school under the overall direction of Senior Leadership, and/or</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development and /or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(d) induction and mentoring of beginning teachers, and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 4 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic curriculum, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to analyse whole school educational data to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) ability to relate professionally to other staff members so as to provide a role model of the successful classroom teacher and to challenge inappropriate teaching practice</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas of effective learning and teaching practice</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Collaborating with other Curriculum Leaders, teaching staff and appropriate Senior Leadership personnel to review curriculum frameworks and plan future directions.</li> <li>(2) Keeping abreast of developments in the areas of contemporary curriculum, learning and teaching through on-going professional reading and research, and providing for the professional learning of the whole staff in line with these developments.</li> <li>(3) Managing the performance of teaching staff through on-going professional discourse, facilitation of reflective teaching practice, and formal and informal goal-setting and appraisal.</li> <li>(4) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Curriculum Leaders.</li> <li>(5) Supervising the quality of student learning throughout the school through analysis of student performance data (both internal and external) and addressing whole school areas of concern through appropriate interventions.</li> <li>(6) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with Senior Leadership in curriculum development.</li> <li>(7) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

Tier	CURRICULUM LEADER	PASTORAL LEADER	PROGRAM LEADER
<b>Curriculum Leader Tier 5</b>	<p>The Curriculum Leader Tier 5 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall curriculum development, implementation and evaluation in the school under the overall direction of Senior Leadership, and/or</li> <li>(b) the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development and /or</li> <li>(c) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(d) induction and mentoring of beginning teachers, and/or</li> <li>(e) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(f) other appropriate duties as required by the Principal.</li> </ul>	<p>The Curriculum Leader Tier 5 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic curriculum, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and communicate appropriately at all levels, and ability to foster cooperation and collegiality</li> <li>(c) ability to analyse whole school educational data to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) ability to relate professionally to other staff members so as to provide a role model of the successful classroom teacher and to challenge inappropriate teaching practice</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience, with particular emphasis on effective learning and teaching methodology</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Collaborating with other Curriculum Leaders, teaching staff and appropriate Senior Leadership personnel to review curriculum frameworks and plan future directions.</li> <li>(2) Keeping abreast of developments in the areas of contemporary curriculum, learning and teaching through on-going professional reading and research, and providing for the professional learning of the whole staff in line with these developments.</li> <li>(3) Managing the performance of teaching staff through on-going professional discourse, facilitation of reflective teaching practice, and formal and informal goal-setting and appraisal.</li> <li>(4) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Curriculum Leaders.</li> <li>(5) Supervising the quality of student learning throughout the school through analysis of student performance data (both internal and external) and addressing whole school areas of concern through appropriate interventions.</li> <li>(6) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with Senior Leadership in curriculum development.</li> <li>(7) Regularly communicating with stakeholders about issues of legitimate interest and/or concern.</li> </ul>

(ii) **TABLE 6: Pastoral Leaders**

<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
<b>Pastoral Leader Tier 2</b>	<p>The Pastoral Leader Tier 2 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated group of students</li> <li>(b) supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>(c) induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care staff engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 2 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of student welfare that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) empathy with young people and an ability to relate positively with them</li> <li>(d) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(e) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student group in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff pastoral practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</li> <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
<b>Pastoral Leader Tier 3</b>	<p>The Pastoral Leader Tier 3 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated group of students</li> <li>(b) supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>(c) induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 3 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse school behavioural management programs and student well-being issues to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(f) professional activity through membership of professional associations and on-going professional development.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student group in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff pastoral practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</li> <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
<b>Pastoral Leader Tier 4</b>	<p>The Pastoral Leader Tier 4 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated cohort of students under the overall direction of Senior Leadership</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 4 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic pastoral practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse school behavioural management programs and student well-being issues to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful pastoral practice and to challenge inappropriate practice at all levels</li> <li>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas of effective pastoral practice</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in the holistic development of the designated group of students in the light of the values and ethos of the school.</li> <li>(2) Monitoring the holistic development of students through observing their academic, social, spiritual and physical well-being, and addressing areas of concern through appropriate interventions.</li> <li>(3) Monitoring the behaviour of the student cohort in accord with the school's behaviour management policy and procedures.</li> <li>(4) Organising pastoral activities for the group including camps, retreats, etc. and assisting with the organisation by other personnel of activities which enhance the informal curriculum.</li> <li>(5) Keeping abreast of best practice in the area of student care and welfare through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Managing the performance of staff involved in pastoral care through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</li> <li>(7) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Pastoral Leaders.</li> </ul>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
		(g) professional activity through membership of professional associations and on-going professional development.	<p>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through close collaboration with other Pastoral Leaders, teaching staff and appropriate Senior Leadership personnel to review pastoral frameworks and plan future directions in pastoral care.</p> <p>(9) Regularly communicating with stakeholders (students, parents, school personnel) to affirm student growth and to collaborate in addressing issues of concern.</p> <p>(10) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</p>

Tier	PASTORAL LEADER RESPONSIBILITIES	PASTORAL LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Pastoral Leader Tier 5</b>	<p>The Pastoral Leader Tier 5 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the overall pastoral care of the designated cohort of students under the overall direction of Senior Leadership</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the designated areas of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Pastoral Leader Tier 5 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic pastoral practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse school behavioural management programs and student well-being issues to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful pastoral practice and to challenge inappropriate practice at all levels</li> </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**

Table 7: PROGRAM LEADERS IN SECONDARY SCHOOLS - RESPONSIBILITIES, ATTRIBUTES AND DUTIES			
<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>			
TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Program Leader Tier 1</b>	<p>The Program Leader Tier 1 is responsible for:</p> <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
<b>Program Leader Tier 2</b>	<p>The Program Leader Tier 2 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) pastoral care of staff engaged in the designated area(s) of responsibility, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 2 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of student welfare that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(d) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(e) professional activity through membership of professional associations and on-going professional development appropriate to the role.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in delivering the designated program in the light of the values and ethos of the school.</li> <li>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff engaged in the program on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(9) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> </ul>



TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Program Leader Tier 3</b>	<p>The Program Leader Tier 3 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) supervising teachers engaged in the program throughout the school.</li> <li>(c) induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>(d) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 3 will demonstrate the following:</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision that extends beyond behavioural management, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to communicate appropriately and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse the operations of similar programs in other schools and sectors to enhance the school's program, to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(e) an appropriate level of professional qualification both formal and informal and/or relevant experience</li> <li>(f) professional activity through membership of professional associations and on-going professional development appropriate to the role.</li> </ul>	<ul style="list-style-type: none"> <li>(1) Coordinating the work of staff engaged in delivering the designated program in the light of the values and ethos of the school.</li> <li>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Engaging in professional discourse with staff on an individual and group basis through regular feedback.</li> <li>(7) Supervising the quality of staff Program practice through collegial support, advice, observation and facilitation of reflective response to issues.</li> <li>(8) Contributing to the leadership of the school through active participation in staff and middle leadership meetings.</li> <li>(9) Managing financial and material resources within the area of responsibility including the formulation of budgets and the expenditure of allocated funds.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
<b>Program Leader Tier 4</b>	<p>The Program Leader Tier 4 is responsible for:</p> <ul style="list-style-type: none"> <li>(a) leading the designated program in the school.</li> <li>(b) providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership, and/or</li> <li>(c) induction and mentoring of beginning teachers, and/or</li> <li>(d) pastoral care of staff engaged within the program, and/or</li> <li>(e) other appropriate duties as required by the Principal.</li> </ul>	<p>The Program Leader Tier 4 will demonstrate the following :</p> <ul style="list-style-type: none"> <li>(a) a clear vision of and support for the school's mission and its underlying values and ethos</li> <li>(b) leadership capacity - a broad vision of holistic educational practice, initiative, perseverance, acceptance of responsibility, effective organisational skill, ability to engage in professional discourse and to communicate appropriately, and ability to foster cooperation and collegiality</li> <li>(c) ability to research and analyse the operations of similar programs in other schools and sectors to enhance the school's program, to determine areas of success and areas for improvement and to develop plans to address these</li> <li>(d) empathy with young people and an ability to relate positively with them in the context of the particular program within the school</li> <li>(e) ability to relate professionally to other staff members so as to provide a role model of successful educational practice and to challenge inappropriate practice at all levels</li> <li>(f) an appropriate level of professional qualification both formal and informal and/or relevant experience, particularly in the areas pertaining to the designated program</li> <li>(g) professional activity through membership of professional associations and on-going</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> <li>(9) Contributing to the leadership of the school through active participation in staff and middle leadership meetings, and through</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
		professional development appropriate to the role.	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
	<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>	<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>(2) Monitoring program outcomes for students and addressing areas of concern through appropriate interventions.</li> <li>(3) Regularly communicating with stakeholders (students, parents, school staff and other personnel) to ensure the smooth operation of the program.</li> <li>(4) Organising program activities including resources, transport, operations, staff, etc.</li> <li>(5) Keeping abreast of best practice in the program area through on-going professional reading and research, and providing for the professional learning of staff in line with these developments.</li> <li>(6) Coordinating the program's evaluation and review.</li> <li>(7) Managing the performance of staff involved in the program through on-going professional discourse, collegial support, observation of practice, facilitation of reflective responses to issues, and formal and informal goal-setting and appraisal.</li> <li>(8) Providing for the induction of beginning teachers and their on-going mentoring programs in collaboration with Senior Leadership personnel and other Program Leaders.</li> </ul>

TIER	PROGRAM LEADER RESPONSIBILITIES	PROGRAM LEADER ATTRIBUTES	TYPICAL DUTIES
		(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.

**S2.19.6 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 employing authority may at its discretion appoint an Assistant to the Principal Religious Education. The additional cost beyond the appropriate allowance pertaining to a middle leadership position shall be borne by the employing authority.

**S2.20 Middle Leadership in Primary Schools**

**S2.20.1 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: Diocesan 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

**S2.20.2 Appointment of Assistant to the Principal Religious Education or Religious Education Co-ordinator - Primary schools with enrolments of fewer than 150 students**

- 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.
- The employing authority undertakes to make every effort to fill a vacant position both by internal notification and by newspaper advertisement. Should the position remain

vacant, the principal shall carry out the appropriate duties until a suitable applicant can be found.

Provided that a suitably qualified applicant may be appointed for a fixed-term period of one year, in accordance with the fixed-term provisions contained in clause 3.6 of this Agreement.

## **S2.21 Middle Leadership in P-12 Schools and other Non-Standard Compositions**

### **S2.21.1 Allocation of Middle Leadership Positions Across Primary and Secondary Enrolments**

- (a) The principal is responsible for determining the appropriate middle leadership structure for the school. The School Consultative Committee shall propose to the principal possible models of middle leadership appropriate for the particular school after consultation with the whole teaching staff, in accordance with clause S2.18 and S2.19.1 of this Schedule.
- (b) In determining these models and recommending the appropriate allowances and release time, the SCC shall 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.

### **S2.21.2 The cost of administering the Middle Leadership structure of the secondary component (Year 7 – 12) of the P – 12 school shall first be determined (that is, variable A).**

- (a) The cost of administering the Middle Leadership structure of the school if Year 6 students were added to the Year 7 – 12 numbers when determining middle leadership allocations shall then be calculated (that is, variable B).
- (b) The cost of administering the Year 6 component of the Middle Leadership structure may then be identified (note that variable C is found by taking variable B – variable A).
- (c) This cost (variable C) may then be discounted from the Senior Leadership allocations for the primary school component of the P – 12 school, should the principal / employing authority choose to do so.

It should be recognised that the above formula approach represents a '*minimum*' allocation for the funding the middle leadership structure of a P – 12 school. Where the school is able to include a Year 5 component as well, the above formula will be adjusted accordingly.

### **S2.21.3 Additional Resourcing**

After considering the overall level of resources across the school, the employing authority, at its discretion, may provide additional points in exceptional circumstances.

## **S2.22 Appointment Processes**

S2.22.1 Appointment of Members of Religious Congregations to Senior and Middle Leadership Positions

- (a) An employing authority shall place in a school any number of Religious Congregation members it deems appropriate. Whilst placement of Congregational members would normally be at the beginning of the year or semester, placement may occur at other times. The employing authority, in making all placements shall consider the interests of the students, principal and other staff members.
- (b) The employing authority shall 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 shall not allocate points belonging to a Congregational member occupying a middle leadership position to any other Middle Leadership position in the school. A salaried teacher may be appointed to a Middle Leadership position previously held by a Congregational member. A Congregational member may be appointed to a middle leadership position previously held by a salaried teacher.

S2.22.2 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 shall be confirmed in writing.
- (c) An acting position may be determined in those situations where the incumbent is on leave or an interim vacancy exists.
- (d) The number and/or existence of such positions are determined by the employing authority.
- (e) The appointment to an acting position is for a fixed-term of four (4) or more continuous weeks. This paragraph (S2.22.2 (e)) shall not preclude appointment to an acting position for less than four (4) weeks for emergent reasons.
- (f) An appointment of four (4) weeks may include student free days.
- (g) The four (4) weeks or more of continuous service in the acting position will be exclusive of the vacation periods. Where the appointment is made across a vacation period the appointee will be paid at the acting rate for the vacation period. Where the appointment is contiguous to student free days the student free days shall be paid at the acting rate.
- (h) The salary rate paid shall be in accordance with the salary schedule outlined in Schedule 1– S1.3 of this Agreement for that position provided that the acting appointee's experience in the position shall be recognised.
- (i) Where appropriate the employing authority/principal may call for expressions of interest from current employees regarding the acting position.
- (j) All paid leave taken during an acting appointment shall be paid at the appropriate acting rate.
- (k) School vacation leave, which is immediately following a period designated as acting, shall be paid at the acting rate.



- (l) When an employee takes paid leave immediately following a period designated as acting, that employee shall be paid for such leave at the acting rate.

**S2.23 Fundamental Principles of the Appointment Process**

- S2.23.1 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.
- S2.23.2 As a minimum, the fundamental principles forming a transparent appointment process shall include:
  - (a) advertisement of promotional position vacancies to existing staff;
  - (b) opportunity to provide written response to key selection criteria;
  - (c) interview of short listed applicants; and
  - (d) in circumstances where an existing employee is unsuccessful in application for a vacant promotional position, the employee may request employer feedback on aspects of their written application and/or interview performance.
- S2.23.3 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.

**S2.24 Amendment to the Application of this Schedule**

- S2.24.1 In special or unique circumstances the employing authority and the union may enter into arrangements, the application of which will amend the provisions of this Schedule for an identified school. These arrangements will be recorded in writing by way of exchange of letters between the parties and will normally be for a period not exceeding twelve (12) months.

**S2.25 Review/Appraisal Process Principles**

The principles for any review/appraisal process will be identified in Schedule 7 (Review/Appraisal Process Principles) of this Agreement.

### **SCHEDULE 3 HOURS OF DUTY (TEACHERS)**

#### **S3.1 Coverage**

This Schedule shall apply to those teachers employed by Diocesan employing authorities in Catholic schools throughout the state of Queensland who are not categorised as Principals, Deputy Principals, Assistant to the Principal - Religious Education or Assistant to the Principal - Administration.

#### **S3.2 Hours of Duty – Secondary**

The hours of duty of secondary teachers shall be up to thirty-one (31) hours per week in those schools where existing arrangements require such a quantum. In all other cases, the hours of duty shall be thirty and a half (30.5) per week.

##### **S3.2.1 Contact Time**

Of the thirty-one (31) hours or thirty and a half (30.5) hours required per week occurring between Monday and Friday in a secondary school a maximum of up to twenty-one and a half (21.5) hours shall be contact time. Contact time shall include programmed teaching time, programmed sporting, administrative/pastoral care classes and assembly time.

##### **S3.2.2 Preparation and Correction Time - Classroom Teachers**

- (a) In addition, an amount equal to twenty per cent (20%) of actual contact time (excluding assembly time) shall be allocated to preparation and correction time. However part of this preparation and correction time may be used for supervision or cover periods for a maximum of ten (10) periods per year.
- (b) The schedule of preparation and correction time shall be negotiated at the school level in advance of the commencement of each term and committed to writing. Such a schedule will endeavour to minimise disruptions to the provision of preparation and correction time by taking into account planned school events and activities. 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. 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 clause S3.2.3.
- (c) The primary and main function of preparation and correction time shall be to undertake necessary preparation and correction to effectively carry out the role as a teacher.
- (d) Duties undertaken during preparation and correction time may include:
  - (i) planning for class and group teaching instruction;
  - (ii) planning for student excursions;
  - (iii) setting and correcting assessment items;
  - (iv) evaluating and assessing student work;
  - (v) curriculum planning; and
  - (vi) compilation of assessment records.
- (e) It is recommended that preparation and correction time in secondary schools be provided in minimum thirty (30) minute blocks of useable time.

##### **S3.2.3 Collaborative Planning Time in Secondary Schools**

- (a) No later than the commencement of the 2022 school year, the school/employing authority will provide the equivalent time of at least two (2) days per annum focussed on collaborative planning.

- (b) A school/employing authority may schedule such time, as an arrangement for the whole of school, or for segments of the staff.
- (c) 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.

#### S3.2.4 Other Duties

The remainder of the total quantum of hours shall be defined as "*other duties*" and shall include the following activities:

- (a) Movement between classes;
- (b) Preparation and correction outside the twenty per cent (20%) mentioned above programmed in the school day;
- (c) Class/playground/transport etc. supervision;
- (d) Staff meetings;
- (e) Educational activities associated with the programmed curriculum;
- (f) Parent/teacher consultations which form part of the school's programmed reporting to parents;
- (g) Attendance at school for the required time before the commencement of classes;
- (h) School worship;
- (i) Supervision or covers periods outside that mentioned above;
- (j) Activities in association with the appraisal of other employees or mentoring programs;
- (k) Professional development as provided in clause 10.3.2 of this Agreement.

### S3.3 Hours of Duty – Primary

- S3.3.1 The hours of duty for primary teachers shall be up to thirty (30) hours per week worked between Monday and Friday.

#### *Contact Time*

- S3.3.2 Class contact time in the primary area shall be twenty-four (24) hours forty (40) minutes per week, and shall include face to face teaching, pastoral care and sporting activities which form part of the programmed school day.

- S3.3.3 No later than the commencement of the 2022 school year, the class contact time outlined in S3.3.2 will be twenty-four (24) hours ten (10) minutes per week.

#### *Planning Preparation and Correction Time*

- S3.3.4 Entitlement to Planning, Preparation and Correction Time is as follows:

- (a) Teachers in primary schools and pre-schools and primary departments of a secondary school shall be entitled to two hours of planning, preparation and correction time per week aggregated as necessary for periods of up to one school term.
- (b) No later than the commencement of the 2022 school year, the entitlement to planning, preparation and correction time per week outlined in paragraph (a) will be two (2) hours and thirty (30) minutes.
- (c) 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.
- (d) Such time shall constitute 'duty' in terms of relevant industrial instruments.

- (e) The schedule of preparation and correction time shall be negotiated at the school level in advance of the commencement of each term and committed to writing. Such a schedule will endeavour to minimise disruptions to the provision of planning, preparation and correction time by taking into account planned school events and activities. 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.
- (f) With the exception of primary schools within the Archdiocese of Brisbane, the minimum block of planning, preparation and correction time shall not be less than thirty (30) minutes.
- (g) For primary schools within the Archdiocese of Brisbane, it is recommended that the minimum block of planning, preparation and correction time shall not be less than thirty (30) minutes.
- (h) A teacher's allocated entitlement to planning, preparation and correction time shall be identified on an individual teacher's hours of duty timetable.
- (i) The primary and main function of planning, preparation and correction time shall be to undertake necessary planning, preparation and correction to effectively carry out the role as a teacher.
- (j) Duties undertaken during planning, preparation and correction time may include:
  - (i) planning for class and group teaching instruction;
  - (ii) planning for student excursions;
  - (iii) setting and correcting assessment items;
  - (iv) evaluating and assessing student work;
  - (v) curriculum planning; and
  - (vi) compilation of assessment records.

*Other Duties*

S3.3.5 The remaining hours shall be defined as "other duties" and shall include:

- (a) Class/playground/transport supervision;
- (b) Staff meetings;
- (c) Educational activities associated with the curriculum as programmed;
- (d) Attendance at school for the required time before the commencement of classes;
- (e) School worship;
- (f) Parent/teacher consultations which form part of the school's programmed reporting to parents;
- (g) Sacramental programme;
- (h) School assembly for administrative purposes;
- (i) Activities in association with the appraisal of other employees or mentoring programs;
- (j) Professional development as provided in clause 10.3.2 of this Agreement.

**S3.4 Playground Supervision - Primary Teachers**

In those primary schools where duty of care obligations cannot be accommodated within the maximum quantum of thirty (30) hours per week, an additional one (1) hour per week shall be required for the performance of playground supervision.

**S3.5 Overtime Rate**

Overtime shall be payable in accordance with the provisions of clause 4.2.7 of this Agreement.

**S3.6 Extra-Curricular Duties**

Extra-curricular activities shall be honorary and voluntary.

**S3.7 Meal breaks**

S3.7.1 Morning tea breaks of fifty (50) minutes per week shall be included in the total number of hours per week.

S3.7.2 Unpaid lunch breaks shall occur in accordance with existing practice.

**S3.8 Additional Hours per Term**

There shall also be a quantum of three (3) hours per term which will be required of all primary and secondary teachers for attendance at special activities for particular groups, e.g. year level, whole school, special interest group activities.

**S3.9 Determination of Other Duties**

S3.9.1 Other duties shall be exclusive of week-ends and public holidays, and shall 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 S3.2 and S3.3; 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.

S3.9.2 Variations to this arrangement as a result of emergent or unforeseen circumstances shall also be determined by way of the consultative process.

S3.9.3 Disputes between the staff and the employing authority shall be processed through a grievance procedure which will be characterised by the following steps:

- (a) in so far as it is possible, the principal should indicate to members of staff the extent and nature of other duties required of them on a semester by semester basis;
- (b) both the principal and the staff shall hold a formal meeting to discuss the issues arising out of such a requirement; 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.

**S3.10 Spread and Flexibility**

S3.10.1 The hours of duty required of a teacher in both the primary and secondary areas shall be flexible over a term or semester. Such requirements will be prospective and made known to the teacher involved.

**S3.11 School Level Variation**

S3.11.1 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. The outcome of such consultation shall be recorded in writing and require endorsement of the parties to Schedule 3.

**S3.12 Vacation Leave**

S3.12.1 It is not intended to reduce the quantum of vacation periods currently being enjoyed by teaching staff. Any proposed variation to this arrangement which may arise as a result of

changing educational needs would be subject to consultation and negotiation between the parties. Where agreement cannot be reached either party reserves the right to refer the matter to the Fair Work Commission for determination.

## **SCHEDULE 4 ISOLATED TEACHERS' ASSISTANCE SCHEME (ITAS)**

### **S4.1 Preamble**

- S4.1.1 The Catholic Church, throughout the vast remote areas of Queensland, relies heavily on its dedicated religious and lay teachers to share the Christian message in a missionary spirit in many of these places today. In Pope John Paul II's 1979 address to Catholic teachers on the occasion of his visit to the United States, he said:

*"No Catholic school can be effective without dedicated Catholic teachers, convinced of the great idea of Catholic education. The Church needs men and women who are intent on teaching by word and example – intent on helping to permeate the whole educational milieu with the spirit of Christ. This is a great vocation and the Lord himself will reward all who serve in it as educators in the cause of the word of God."*

- S4.1.2 The scheme is designed to recognise the disabilities of teacher service in centres distant from each diocesan CEO. It caters for full-time, part-time and fixed-term teaching staff living throughout Queensland in centres which meet the above definition. Diocesan Directors are appreciative of the commitment these teachers have to our Catholic schools in these areas.

### **S4.2 Criteria**

- S4.2.1 To be eligible for the Isolated Teachers' Assistance Scheme, teachers must be from schools nominated as being in a remote area in any of the five dioceses and listed in either of the following tables (Isolated Teachers' Assistance Scheme or Isolated Teachers' Assistance Scheme for IPRASS Centres). The benefits paid to teachers vary according to:

- (a) category of school;
- (b) teachers without dependents;
- (c) teachers with dependent spouse or housekeeper; and
- (d) number of dependent children and full-time students living at home.

"Dependent" is as defined by the Australian Tax Office (ATO).

- S4.2.2 To facilitate the correct payment of entitlements it will be necessary for a diocesan office to be supplied with details of the number of dependents in single income family situations.
- S4.2.3 All full-time, part-time and fixed-term teaching staff must complete an application form provided by the employing authority at the commencement of each school year. The application form enables the correct category of payment to be identified, so that correct ITAS or ITAS for IPRASS can be paid.

### **S4.3 Part-Time Teachers**

- S4.3.1 Provision has been made for payments to part-time teaching staff. Where part-time teaching staff are eligible for an ITAS or an ITAS for IPRASS payment they will receive a proportionate amount based on the hours they work.

### **S4.4 Teachers on Leave**

- S4.4.1 The scheme will apply to teachers absent on authorised paid leave. Teachers absent on personal leave and long service or on special leave approved by the diocesan Director shall receive the full entitlement. No benefits shall be received by teachers on leave without pay.

**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 shall be made for the period ended on the last day of school prior to the date of ceasing duty.

**S4.6 Teacher Movement**

Teachers interested in moving to any school nominated in the Scheme's Schedule are welcome to contact the appropriate diocesan director.

**S4.7 ITAS Payment Schedule**

ITAS is a locality payment made fortnightly to continuing full-time, continuing part-time and fixed-term teachers (with or without dependents) who are employed in locations specified in the table below:



**TABLE 1: Isolated Teachers' Assistance Scheme**

CENTRE	1 March 2012		Allowances for Each Dependent Child & Full- Time Student Living at Home
	Teachers Without Dependents Includes Dual Income Families	Teachers with Dependent Spouse, Child or Housekeeper	
	SECTION A per fortnight \$	SECTION B per fortnight \$	SECTION C per fortnight \$
Ayr	32.15	64.30	5.50
Biloela	24.10	48.20	5.50
Bowen	21.70	43.40	5.50
Charters Towers	34.95	69.90	5.50
Chinchilla	22.90	45.80	5.50
Gladstone	13.75	27.50	5.50
Clinton	13.75	27.50	5.50
Tannum Sands	13.75	27.50	5.50
Halifax	37.70	75.40	5.50
Home Hill	33.70	67.40	5.50
Ingham	35.30	70.60	5.50
Kingaroy	11.25	22.05	5.50
Monto	11.25	22.05	5.50
Mount Morgan	11.25	22.05	5.50
Nanango	12.65	25.30	5.50
Stanthorpe	13.15	26.30	5.50
Trebonne	36.35	72.70	5.50
Atherton	34.50	69.00	8.70
Babinda	31.90	63.80	8.70
Gayndah	17.80	35.65	8.70
Herberton	36.90	73.80	8.70
Innisfail	35.80	71.60	8.70
Mareeba	31.75	63.50	8.70
Miles	27.80	55.60	8.70
Mossman	34.15	68.30	8.70
Proserpine	29.40	58.80	8.70
South Johnstone	37.20	74.40	8.70
Abergowrie	40.35	80.70	14.00
Blackwater	29.25	58.25	14.00
Dysart	29.25	58.25	14.00
Moranbah	29.25	58.25	14.00
Ravenshoe	41.20	82.40	14.00
Silkwood	37.40	74.80	14.00
Tully	47.40	94.80	14.00

**Table 2 – 1 March 2012: Isolated Teachers' Assistance Scheme for IPRASS Centres**

CENTRE	Teachers Without Dependents Includes Dual Income Families	Teachers with Dependent Spouse, Child, Or Housekeeper	Allowances for Each Dependent Child & Full-Time Student Living at Home
	SECTION A \$ per fortnight	SECTION B \$ per fortnight	SECTION C \$ per fortnight
Charleville*	41.00	82.00	18.45
Clermont	48.25	96.50	18.45
Springsure	38.45	76.90	18.45
Barcaldine	54.85	109.70	25.15
Blackall	52.10	102.50	25.15
Cunnamulla*	54.85	109.70	25.15
Hughenden	65.70	131.40	25.15
Longreach	54.00	108.00	25.15
Mt Isa	52.10	104.15	25.15
Quilpie*	54.25	108.50	25.15
Mitchell	33.15	66.30	12.60
Cloncurry	68.20	136.25	32.65
Palm Island *	68.20	103.70	32.65
Winton	71.75	143.50	32.65
Inglewood	19.00	38.00	4.90
Murgon	15.40	30.80	4.90
Roma	22.15	44.30	4.90
St George	37.40	74.80	12.60
Thursday Island*	135.65	271.30	32.65
Tara	17.20	34.40	4.90
Collinsville	31.80	63.60	7.80
Monto	16.25	32.50	7.80
Dimbulah	37.35	74.70	12.60
Emerald	31.55	63.10	12.60
Goondiwindi	26.25	47.00	12.60
Taroom	51.15	102.30	12.60
Cooktown	91.05	182.10	32.65
Weipa	135.65	271.30	32.65
	+ plus disability allowance	+ plus disability allowance	+ plus disability allowance

\* Disability Allowance means assistance with air fares (subject to negotiation between the parties)

\*\* In Section B of the above tables 1-2, "Dependent" is as defined by the Australian Tax Office (ATO).

NB: Payments identified above for ITAS for IPRASS centres (in sections A and B of Table 2) will be reviewed each year and adjusted in accordance with the Queensland Government Locality Allowance. The employing authority agrees to apply a 7(A) rating to Weipa for the purposes of this Schedule.

## SCHEDULE 5 INCENTIVE PAYMENTS – REMOTE AREA STAFF SCHEME (IPRASS)

Listed below are the remote centres eligible for the Incentive Payments – Remote Area Staff Scheme (IPRASS):

ROCKHAMPTON	TOWNSVILLE	TOOWOOMBA	BRISBANE	CAIRNS
Barcaldine (5)	Cloncurry (6)	Charleville (5)	Childers (4)	Cooktown (7C)
Blackall (5)	Collinsville (4)	Cunnamulla (7C)	Gayndah (4)	Dimbulah (4)
Clermont (4)	Hughenden (6)	Goondiwindi (4)	Kingaroy (4)	Hammond Island (7A)
Emerald (4)	Mt. Isa (5)	Inglewood (4)	Murgon (4)	Ravenshoe (4)
Longreach (5)	Palm Island (7C)	Mitchell (5)	Nanango (4)	Thursday Island (7A)
Monto (4)	Winton (6)	Quilpie (7C)		Weipa (7A)
Springsure (4)		Roma (4)		
		St. George (5)		
		Tara (4)		
		Taroom (6)		

### S5.1 Financial Incentive Payments

- S5.1.1 Eligible employees are defined as continuing or fixed-term teachers (including principals and senior administration staff) who relocate or are located in schools in the above centres and who meet the criteria detailed in this Schedule. Eligible employees will receive a Remote Incentive allowance in accordance with the following provisions:
- S5.1.2 All full-time, part-time and fixed-term teaching staff must complete ten (10) weeks service before a proportionate payment is made on termination, including resignation. In the event that an eligible teacher is employed for a complete term, with that term being less than ten (10) weeks, the employee is entitled to a proportionate payment based on the completed term. Any proportionate payment made to an eligible teacher will be calculated on the basis of their number of weeks teaching service relative to the number of weeks in the school year.
- S5.1.3 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 relevant IPRASS payment).
- S5.1.4 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 incentive payment).
- S5.1.5 Eligible employees will receive a Remote Incentive allowance on the following basis:
- (a) In years one and two, the following payments will apply:
    - (i) an incentive payment of \$1,500 will be paid to all eligible employees in the designated IPRASS centres with Level 4.
    - (ii) an incentive payment of \$1,650 will be paid to all eligible employees in the designated IPRASS centres with Levels 5 and 6.
    - (iii) an incentive payment of \$1,650 will be paid to all eligible employees in the designated IPRASS centres with Levels 7C (with the exception of Palm Island).
    - (iv) an incentive payment of \$2,750 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
    - (v) an incentive payment of \$5,500 will be paid to all eligible employees in the designated IPRASS centres with Levels 7A.

- (b) In year three, the following payments will apply:
- (i) an incentive payment of \$2,500 will be paid to all eligible employees in the designated IPRASS centres of Level 4.
  - (ii) an incentive payment of \$2,750 will be paid to all eligible employees in the designated IPRASS centres of Level 5.
  - (iii) an incentive payment of \$2,750 will be paid to all eligible employees in the designated IPRASS centres of Level 6.
  - (iv) an incentive payment of \$2,750 will be paid to all eligible employees in designated IPRASS centres of Level 7 C (with the exception of Palm Island).
  - (v) an incentive payment of \$8,250 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
  - (vi) an incentive payment of \$11,000 will be paid to all eligible employees in designated IPRASS centres of Level 7A.
- (c) In year four, the following payments will apply:
- (i) an incentive payment of \$2,500 will be paid to all eligible employees in designated IPRASS centres of Level 4.
  - (ii) an incentive payment of \$4,400 will be paid to all eligible employees in designated IPRASS centres of Level 5.
  - (iii) an incentive payment of \$6,600 will be paid to all eligible employees in designated IPRASS centres of Level 6.
  - (iv) an incentive payment of \$10,450 will be paid to all eligible employees in designated IPRASS centres of Level 7C (with the exception of Palm Island).
  - (v) an incentive payment of \$8,250 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
  - (vi) an incentive payment of \$11,000 will be paid to all eligible employees in designated IPRASS centres of Level 7A.
- (d) In year five, the following payments will apply:
- (i) an incentive payment of \$2,500 will be paid to all eligible employees in designated IPRASS centres of Level 4.
  - (ii) an incentive payment of \$4,400 will be paid to all eligible employees in designated IPRASS centres of Level 5.
  - (iii) an incentive payment of \$8,250 will be paid to all eligible employees in designated IPRASS centres of Level 6.
  - (iv) an incentive payment of \$11,550 will be paid to all eligible employees in designated IPRASS centres of Level 7C (with the exception of Palm Island).
  - (v) an incentive payment of \$8,250 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
  - (vi) an incentive payment of \$11,000 will be paid to all eligible employees in designated IPRASS centres of Level 7A.

*Note: A principal, upon reaching Year 5 in a designated IPRASS centre, is entitled to remain on the level of payment applicable for the duration of his/ her principalship in that centre. This arrangement is applicable to designated IPRASS centres of Level 4, 5, 6 or 7. (This will apply except where the Year 6 payment is*

*higher than the Year 5 payment. In this situation, it will be the Year 6 higher annual payment that will apply from Year 6 onwards for the duration of his/her principalship in that centre).*

- (e) In year six, the following payments will apply:
  - (i) an incentive payment of \$1000 will be paid to all eligible employees in designated IPRASS centres of Level 4.
  - (ii) an incentive payment of \$1,650 will be paid to all eligible employees in designated IPRASS centres of Level 5.
  - (iii) an incentive payment of \$5,050 will be paid to all eligible employees in designated IPRASS centres of Level 6.
  - (iv) an incentive payment of \$11,950 will be paid to all eligible employees in designated IPRASS centres of Level 7C (with the exception of Palm Island).
  - (v) an incentive payment of \$9,750 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
  - (vi) an incentive payment of \$12,500 will be paid to all eligible employees in designated IPRASS centres of Level 7A.
- (f) In year seven and subsequent years, the following cash payment will be payable to all eligible employees (other than principals) who remain in IPRASS centres with a designated Level of 5, 6 and 7:
  - (i) designated IPRASS centres of Level 4, an incentive payment of \$1,000 per annum will be paid to all employees.
  - (ii) designated IPRASS centres of Level 5, an incentive payment of \$1,000 per annum will be paid to all employees.
  - (iii) designated IPRASS centres of Level 6, an incentive payment of \$1,750 per annum will be paid to all employees.
  - (iv) designated IPRASS centres of Level 7, an incentive payment of \$2,500 per annum will be paid to all employees.

S5.1.6 The payment of the Remote Incentive is based on the continuous period that the eligible teacher has served in a designated IPRASS Level 4 – 7 centre.

- (a) This continuous period includes movement from one to another designated IPRASS location of an equal or higher Level (e.g. Level 5 to Level 5; Level 6 to Level 7C).
- (b) Where movement is to a lower designated IPRASS location Level, service counting towards eligibility of IPRASS financial incentive benefits will restart from Year 1 at the new location. (This does not apply in circumstances where teachers are relieving in a position at another location).

S5.1.7 The incentive payment is not an all-purpose allowance, but will be paid as a type of bonus. Therefore the incentive payments will be paid in two (2) instalments, one in June and the other in December.

S5.1.8 Teachers on approved paid leave (i.e. personal leave) should not be disadvantaged in the calculation of the annual incentive payment.

## **S5.2 Emergent Leave Days**

S5.2.1 Non-cumulative emergent leave days will be available each year to full-time and part-time teachers in designated IPRASS centres of Levels 4, 5, 6 and 7 on the following basis:

- (a) Level 4 Two (2) days per year

- (b) Level 5 Four (4) days per year
- (c) Level 6 Five (5) days per year
- (d) Level 7 Five (5) days per year

- S5.2.2 Emergent leave days may be used to travel to a more focused regional centre to attend to both urgent and non-urgent personal, medical or legal appointments that cannot be conducted in the remote area location.
- S5.2.3 To facilitate alternate class supervision arrangements over the period of absence, teachers 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. Where non-urgent business is to be conducted, principals are to be given appropriate advance notice so as to maximise the opportunity to obtain a replacement. Where such advance notice is not provided the principal may determine that the leave will not be granted.
- S5.2.4 Approval of emergent leave immediately prior to or after vacation periods is subject to the principal's discretion but should normally be approved only in exceptional circumstances.
- S5.2.5 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.
- S5.2.6 Fixed-term teachers in designated IPRASS centres of Levels 4, 5, 6 and 7 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).

### **S5.3 Travel Leave Days**

- S5.3.1 Teachers in designated IPRASS centres are entitled to two (2) days leave per year. These days may be attached to the Easter vacation or the Christmas vacation at the discretion of the diocesan Director. In recognising the needs of employees the Director may seek consultation from employees as to appointing the two (2) days, with the decision at the discretion of the Director.
- S5.3.2 The provision of these two (2) days leave per year to teachers shall not negatively impact on school officers' paid work time. School officers will continue to work and be paid for these two days in accordance with their normal work arrangements.

### **S5.4 Reimbursement of Reasonable Relocation Expenses**

- S5.4.1 Where a teacher commences in a remote area location school, both the reasonable relocation costs of their family's belongings and transport costs shall be reimbursed to the teacher, in accordance with Diocesan guidelines.
- S5.4.2 At the conclusion of a teacher's remote area service commitment, the teacher shall also be reimbursed for the reasonable removal costs of their family's belongings to their next teaching position in the diocese, in accordance with Diocesan guidelines.

### **S5.5 Accommodation**

#### **S5.5.1 Employer-Provided Accommodation**

Where the employer provides accommodation to teachers in designated IPRASS centres, it shall be of a reasonable standard and contain modern facilities such as hot water, air conditioning and ceiling fans, and major appliances in good working order. Basic furniture should also be provided where the teacher chooses not to move personal furniture to the remote area location.

#### **S5.5.2 Salary Packaging of Remote Area Accommodation Costs**

- (a) Salary packaging is available to employees in accordance with clause 4.15 of this Agreement.
- (b) Employees should seek personal and professional financial advice in relation to salary packaging of rent and other accommodation costs.

S5.5.3 Payment of Rent over Christmas Vacation Period

Where the employer does not provide accommodation to remote area teachers, the employer may pay the cost of rental accommodation over the Christmas period according to Diocesan guidelines.

S5.5.4 Townsville Diocese Accommodation Assistance Options

(a) Accommodation arrangements on Palm Island

Eligible teaching staff working on Palm Island have access to employer-provided accommodation in accordance with clauses S7.5.1 and S7.8.1 (b) (i) of this Schedule.

(b) Accommodation arrangements in other designated IPRASS centres

Eligible teaching staff working in Hughenden, Cloncurry, Mount Isa, Collinsville and Winton may access either of the following options:

(i) Option to Retain Private Tenancy Arrangement or Home Ownership

An annual accommodation allowance, along with the option to salary package remaining rental or mortgage costs, is available where a private tenancy arrangement or home ownership is preferred by the teacher.

In this case, access to an annual accommodation allowance and salary packaging of remaining accommodation costs is available in the terms below:

(A) General Conditions

All continuing teaching staff and senior administration members are entitled to receive an annual Teacher Accommodation Assistance payment.

From 1 July 2019, the allowance will be \$1,095 per annum.

The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.

Fixed-term teachers are eligible for a proportionate payment provided that the engagement is for a period of at least ten (10) weeks.

(B) Eligibility

Teacher Accommodation Assistance will be provided to the following staff in designated remote area schools:

- (1) Deputy Principals and Senior Administrators including APAs, APREs and RECs
- (2) full-time teachers
- (3) part-time teachers
- (4) fixed-term teachers engaged for a period of at least ten (10) weeks.

The payment is not available to school officers or ground maintenance staff employed in remote area schools.

(C) Timing of Payment

Teacher Accommodation Assistance will be paid once a year. The employing authority will determine whether the payment is made in the last or second last pay of the school year.

(D) Calculation of Payment

- (1) 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).
- (2) Fixed-term teachers engaged for a period of at least ten (10) 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 20/40 of the relevant Teacher Accommodation Assistance payment).
- (3) If the fixed-term teacher is also engaged for part-time weekly hours, the proportionate payment calculation described above is also relevant to the calculation of the amount of Teacher Accommodation Allowance payable.

(E) Review

- (1) The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.
- (2) In addition to the accommodation allowance detailed above, access to salary packaging for remaining accommodation expenses is also available in accordance with clause S5.5.2 above.

(ii) Option to reside in employer-leased or owned accommodation

Where a teacher chooses to reside in accommodation leased or owned by the Townsville Catholic Education Office, employees need only pay seventy-five percent (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. (A full explanation of these arrangements are detailed in the joint TCEO and IEUA guides titled "*Teacher Accommodation Scheme 2008*" and "*Summary Guide – Remote Area Incentives Package 2008*").

S5.5.5 Thursday Island, Hammond Island and Weipa Accommodation Assistance Options

(a) Diocesan-Provided Accommodation Arrangements

- (i) Eligible teaching staff working on Thursday Island, Hammond Island and in Weipa have access to employer-provided accommodation wherever possible, in accordance with clauses S5.5.1 and S5.8.2 (b) (iii) of this Schedule.
- (ii) Employer-provided accommodation is offered to those teaching staff appointed from outside Thursday and Hammond Islands and Weipa in the first instance. However, the employer will endeavour to place any other teaching staff in any available Diocesan accommodation on a needs basis, should their personal circumstances change over the course of their employment. Should such allocated accommodation be required for a teacher relocated to the Island, then the accommodation would need to be returned for Diocesan purposes on the basis that reasonable notice is given.

(b) Alternative Accommodation Arrangements



Eligible teaching staff working on Thursday Island, Hammond Island and in Weipa may choose to access either of the following options:

(i) Option to Retain Private Tenancy Arrangement or Home Ownership

An annual accommodation allowance, along with the option to salary package remaining rental or mortgage costs, is available where a private tenancy arrangement or home ownership is preferred by the teacher.

This payment does not apply to teachers residing in subsidised accommodation supplied by government departments or other employers.

Access to an annual accommodation allowance and salary packaging of remaining accommodation costs is available in the terms below:

(A) General Conditions

All continuing teaching staff and senior administration members are entitled to receive an annual Teacher Accommodation Assistance payment.

From 1 July 2019, the allowance will be \$1,069 per annum.

The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.

Fixed-term teachers are eligible for a proportionate payment provided that the engagement is for a period of at least ten weeks.

(B) Eligibility

Teacher Accommodation Assistance will be provided to the following staff in Thursday Island, Hammond Island and Weipa schools:

- (1) Deputy Principals and Senior Administrators including APAs, APREs and RECs
- (2) full-time teachers
- (3) part-time teachers
- (4) fixed-term teachers engaged for a period of at least ten (10) weeks.

The payment is not available to school officers or ground maintenance staff employed in remote area schools.

(C) Timing of Payment

Teacher Accommodation Assistance will be paid once a year. The employing authority will determine whether the payment is made in the last or second last pay of the school year.

(D) Calculation of Payment

- (1) 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).
- (2) 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 20/40 of the relevant Teacher Accommodation Assistance payment).

- (3) If the fixed-term teacher is also engaged for part-time weekly hours, the proportionate payment calculation amount of Teacher Accommodation Allowance payable.

(E) Review

- (1) The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.
- (2) In addition to the accommodation allowance detailed above, access to salary packaging for remaining accommodation expenses is also available in accordance with clause S5.5.2 of this Schedule.

(ii) Option to reside in employer-leased or owned accommodation

Teachers residing in accommodation leased or owned by the Catholic Education Services, are subject to the following rental charges:

- (A) From 1 July 2019, single or married teachers are charged a total of \$70 per week for accommodation provided. Where accommodation is shared, rental payable is \$46 per week for each teacher occupant.
- (B) In 2020, single or married teachers are charged a total of \$74 per week for accommodation provided. Where accommodation is shared, rental payable is \$48 per week for each teacher occupant.
- (C) In 2021, single or married teachers are charged a total of \$78 per week for accommodation provided. Where accommodation is shared, rental payable is \$50 per week for each teacher occupant.
- (D) In 2022, single or married teachers are charged a total of \$82 per week for accommodation provided. Where accommodation is shared, rental payable is \$52 per week for each teacher occupant.

(iii) Rental payments are only required for forty-five (45) weeks per year.

(iv) The facility to salary package remaining rental expenses at no cost to employees is also offered under this arrangement.

**S5.6 Professional Development**

**S5.6.1** Teachers working in remote area locations have less access to professional development opportunities than colleagues in more focused regional areas.

Strategies will be implemented to support the professional development of teachers in remote areas and to best enable them to continue to deliver high-quality Catholic education to students. Such strategies may include:

- (a) Catholic Education Office Consultants to develop and deliver relevant professional development in remote area and rural locations, following consultation with teaching staff;
- (b) Regular support visits by Diocesan Consultants and Leadership Personnel;
- (c) Teachers to be released to attend identified professional development opportunities available in cities or more focused regional areas;
- (d) The use of technologies including teleconferencing, video conferencing and the use of computer based programs.

- S5.6.2 Where teachers are required to travel to attend professional development activities, their travel time arrangements will be determined through a process of negotiations with the employing authority and will generally be in paid work time.
- (a) In circumstances where travel is undertaken outside of paid work time, accommodation will be provided if teachers would need to drive between sunset and sunrise.
  - (b) Employers will consider the start and finishing times of planned professional development in light of the travel needs of any participants. Teachers will be provided with accommodation according to Diocesan guidelines in circumstances where they may need to travel significant distances prior to or after required professional development.
- S5.6.3 Accommodation, meals and other reasonable associated travel costs shall be paid by the employer in accordance with Diocesan guidelines when staff in remote area and rural schools attend employer-approved in-service or professional development during school term time.

**S5.7 Use of Employee's Private Vehicle**

- S5.7.1 Where use of a school vehicle cannot be provided and a staff member is required to use their own vehicle for any approved, work-related reason (including transport to professional development), appropriate reimbursement to the employee for use of their vehicle will be made.
- S5.7.2 Appropriate reimbursement to the employee will be calculated using the vehicle engine size and total distance travelled (as identified on RACQ road maps), in accordance with the kilometre rates prescribed by Diocesan guidelines.

**S5.8 Palm Island, Thursday Island, Hammond Island and Weipa**

It is acknowledged that special arrangements have been developed for Palm Island, Thursday Island, Hammond Island and Weipa.

Specific arrangements have been developed to address the specific nature of these two centres. Teaching staff in these centres are eligible for the appropriate IPRASS payment along with the following conditions:

**S5.8.1 Palm Island (Townsville Diocese)**

These additional benefits will be extra to the salary paid according to a teacher's normal salary classification.

- (a) The IPRASS payment for Palm Island is as follows:
  - (i) in years one, an incentive payment of \$2,750 will be paid to eligible employees.
  - (ii) in year two, an incentive payment of \$2,750 will be paid to eligible employees.
  - (iii) in year three, an incentive payment of \$8,250 will be paid to all eligible employees.
  - (iv) in year four, an incentive payment of \$8,250 will be paid to all eligible employees.
  - (v) in year five, an incentive payment of \$8,250 will be paid to all eligible employees.
  - (vi) in year six, an incentive payment of \$9,750 will be paid to all eligible employees.
  - (vii) in year seven and subsequent years, all eligible employees who remain at Palm Island will be paid an incentive payment of \$2,500 per annum.
- (b) In addition the following entitlements are available:
  - (i) **Furnished Units**

A range of 2, 3 and 4 bedroom furnished units are provided to teachers free of charge.

- (ii) Pets  
No pets are allowed inside these units or houses.
- (iii) Furniture  
All units and houses are furnished with basic household items. Tenants are responsible for supplying all linen, cutlery, crockery, cookware, small appliances etc. Beds are supplied in these units/houses. Should other beds be required, it is the responsibility of the tenant to provide.
- (iv) ITAS (Isolated Teachers' Assistance Scheme).  
Fortnightly payments will be as prescribed in the published Schedule (including increases when applicable).
- (v) A Return Airfare  
A return airfare for each teacher and resident family members will be provided each term from Palm Island to Townsville. Please note that the intention of this offer is to provide regular breaks away from the closed community, with its restricted services and shopping facilities. Airfares cannot be "saved up" or put towards more expensive arrangements.
- (vi) Extra Airfares  
Assistance will be considered for one (1) family member e.g. mother, father, sister, brother, husband or children of single teachers to access one (1) return flight each term to and from the island.
- (vii) All Reasonable Relocation Costs  
All reasonable relocation costs to Palm Island will be paid for by the Catholic Education Office. This will include an annual barge transfer to and from the island of personal effects and household items not able to be taken on the plane. Relocation away from Palm Island will be restricted to travel to Townsville.
- (viii) Staff Well-Being
  - (A) A three day transfer (consisting of Thursday, Friday & Saturday nights) from Palm Island to Townsville will be provided to a teacher once per term. To facilitate this transfer an allowance of \$500 per term (paid as a taxable allowance) plus the return airfare will be provided by the employer. From 1 March 2020, the allowance value shall increase each year on 1 March in accordance with the published CPI for Brisbane.
  - (B) The transfers provided by paragraph (a) may not be cashed out.
  - (C) Teachers who access the entitlement in paragraph (a) must return to Palm Island on the Sunday.
  - (D) The provision of the return airfare will also apply to family members (spouse and dependent children).
  - (E) This clause replaces the two (2) emergent leave days available through the IPRASS Agreement.

S5.8.2 Thursday Island, Hammond Island and Weipa (Cairns Diocese)

- (a) The IPRASS payment for Thursday Island, Hammond Island and Weipa are as follows:
  - (i) in years one and two, an incentive payment of \$5,500 will be paid to all eligible employees.

- (ii) in year three, an incentive payment of \$11,000 will be paid to all eligible employees.
  - (iii) in year four, an incentive payment of \$11,000 will be paid to all eligible employees.
  - (iv) in year five, an incentive payment of \$11,000 will be paid to all eligible employees.
  - (v) in year six, an incentive payment of \$12,500 will be paid to all eligible employees.
  - (vi) In year seven and subsequent years, all teaching staff who remain at Thursday Island or Hammond Island or Weipa will be paid an incentive payment of \$2,500 per annum.
- (b) In addition the following entitlements are available:
- (i) Choice between enhanced superannuation and additional ITAS payment  
Teachers may choose between the benefits of enhanced superannuation described at A below or an additional ITAS payment described at B below:
    - (A) completed years of service for teaching staff will attract an additional one per cent (1%) employer contribution to superannuation for the duration of service on Thursday Island, Weipa and Hammond Island; or
    - (B) service on Thursday Island, Weipa and Hammond Island will attract an extra \$21.33 per week from 1 July 2019 in Isolated Teachers' Allowance.

The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.
  - (ii) Accelerated Long Service Leave  

From 1 January 1998 all subsequently completed years of service on Thursday Island, Weipa and Hammond Island will count as double for the purposes of long service leave entitlements. This will apply only to full years of service.
  - (iii) Reduced Rental  

Employer-provided accommodation is available on Thursday and Hammond Islands, in terms outlined at sub-clause S5.5.5 (b) (ii) of this Schedule.
  - (iv) Pets  

Pets are not allowed inside the units.
  - (v) Furnished Units  

Units are furnished, however teachers are required to supply their own bed linen, pillows, towels and tea towels.
  - (vi) Isolated Teachers' Assistance Scheme (ITAS)  

Payments will be as per the published Schedule.
  - (vii) Annual Airfares Allowance
    - (A) Each teacher is entitled to an annual airfare allowance, payable in accordance with Diocesan policy. The purpose is to allow the teacher to leave the island for recreation purposes during term breaks, weekends or other approved leave periods.
    - (B) From 1 July 2019, the airfare allowance will be \$4,267 per annum.

- (C) The value of the annual airfare allowance shall increase on 1 March each year in accordance with the published CPI for Brisbane.
  - (D) Additionally, in the event of significant increases in airfare costs, a review of the annual allowances prescribed in this sub-clause may be requested as part of the employing authority's internal annual budget review processes. However, any decision to further enhance the annual airfare allowances beyond the quantum above shall be at the absolute discretion of the employing authority.
  - (E) Airfare allowances for teachers at Cooktown are provided for in clause S5.11 of this Schedule.
- (viii) Reasonable Relocation Costs
- All reasonable relocation costs to Thursday and Hammond Islands and Weipa will be paid by Catholic Education Services. On completion of two years of service, Catholic Education Services will pay for relocation costs to Cairns.
- (ix) Freight Allowance – Hammond Island
- (A) An annual freight allowance is payable to teachers residing on Hammond Island only, in recognition of the additional costs incurred in transporting household groceries to this location.
  - (B) The annual freight allowance is \$762.80 per family and \$508.50 for a single teacher.  
  
The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.
  - (C) The annual freight allowance is payable in two instalments, one in June and the other in December.

## **S5.9 Remote Area Secondary Teacher Relocation Support**

### **S5.9.1 Diocesan Secondary School Appointment Processes**

- (a) Secondary teachers are appointed to Diocesan secondary colleges at school level following application and selection procedures, including interviews.
- (b) The parties acknowledge that secondary schools in remote areas experience difficulty in attracting and retaining suitable teaching staff to maintain a suitable range of curriculum offerings to meet the learning needs of their students, particularly at senior level and with VET courses. They also wish to support teachers who, after a reasonable period of employment within a remote secondary college, wish to obtain a position in a metropolitan or alternate regional centre within their Diocese.

### **S5.9.2 Mechanisms of Relocation Support**

- (a) In order to assist secondary teachers employed in remote areas, employers will provide timely notice of vacancies that arise within their Diocesan secondary schools. Employing Authorities will ask secondary schools within the diocese to place notice of teaching vacancies on the Diocesan website, in addition to the school's website.
- (b) Diocesan Employing Authorities will receive Expressions of Interest from teachers and will, on request, pass their application on to other schools within their diocese.
- (c) Secondary teachers in remote areas may request to meet on site with Diocesan Consultants or Assistants to the Directors – Schools to discuss their options for seeking other Diocesan positions, vacancies, application and selection procedures. In such

instances, Diocesan officers will subsequently assist by advising schools of teachers seeking to relocate to metropolitan or alternate regional centres within their Diocese.

**S5.10 Airfare Assistance (Toowoomba Diocese)**

S5.10.1 The Toowoomba Diocese will provide one return airfare to teachers (and immediate family members residing with them) in the locations of Quilpie, Cunnamulla and Charleville to Toowoomba each year.

**S5.11 Airfare Assistance for Cooktown (Cairns Diocese)**

- (a) Each teacher employed in the location of Cooktown is entitled to an annual airfare allowance, payable in accordance with Diocesan policy. The purpose is to allow the teacher to leave for recreation purposes during term breaks, weekends or other approved leave periods.
- (b) From 1 July in 2019, the annual airfare allowance is \$2,131; and
- (c) The value of the annual airfare allowance shall increase on 1 March each year in accordance with the published CPI for Brisbane.
- (d) Additionally, in the event of significant increases in airfare costs, a review of the annual allowances prescribed in this sub-clause may be requested as part of the employing authority's internal annual budget review processes. However, any decision to further enhance the annual airfare allowances beyond the quantum above shall be at the absolute discretion of the employing authority.

## **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 Catholic Employing Authorities in Queensland.
- S6.1.2 Where the provisions of the Agreement are inconsistent with the terms of this Schedule, the arrangements contained in this Schedule will take precedence.

### **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 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 S6.2.3 below, travel time shall 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 shall 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 shall 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 shall be payable in accordance with the employing authority'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 shall be confirmed in writing with relevant employees no later than 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 Flexible Learning Centres (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 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. The parties agree that for the purposes of FLCs, the PPCT duties contained in S3.2.2 (d) of the agreement may also include any or all duties contained within S6.4.7 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 S3.2.2 (a), 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 shall 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 shall 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 Teacher in Charge/Deputiser**

- S6.5.1 A Teacher in Charge/Deputiser position may be established at the sole discretion of the employer in centres.
- S6.5.2 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.
- S6.5.3 The Teacher in Charge/Deputiser is appointed for a maximum period of 12 months. Such appointment may be reviewed by the employing authority during the 12-months period or at the conclusion of the appointment.
- S6.5.4 A Teacher in Charge/Deputiser shall be paid an agreed allowance on a fortnightly basis.

## **SCHEDULE 7 APPRAISAL PROCESS PRINCIPLES**

### **S7.1 The principles that shall be applied to the appraisal process will include the following:**

- (a) Shared Responsibility
- (b) Negotiation
- (c) Consultation
- (d) Self-Review of Performance Based on Role Description and Duty Statements
- (e) Validation
- (f) Documentation
- (g) Confidentiality
- (h) Natural Justice
- (i) Resourcing

### **S7.2 The above principles are elaborated in the following terms:**

#### **S7.2.1 Shared Responsibility**

- (a) The responsibility for the appraisal process is shared by the employer (or nominee) and the appraisee.
- (b) The details of the process will clearly indicate who has the responsibility for each component of the process and how the responsibility will be exercised.

#### **S7.2.2 Negotiation**

- (a) Negotiable aspects should be identified and documented within the broad framework developed by each employing authority/school for its appraisal process.
- (b) The principal/appraisee should be prepared to discuss and agree upon certain aspects within the broad framework of the appraisal process.

#### **S7.2.3 Consultation**

- (a) The employing authority/principal consults collaboratively with the role holder for input and advice.
- (b) The final decision on the appraisal process rests with the employing authority.

#### **S7.2.4 Self-Review of Performance Based on Role Description and Duty Statement**

- (a) The appraisee reflects upon practice within the framework of the role description and duty statement applicable during the term under review.
- (b) These documents set and inform the parameters for the format of the self-review.
- (c) The self-review may be transmitted in written, oral or some other negotiated form.
- (d) The self-review may be a culmination of on-going documentation of practice.
- (e) The reflection includes areas of performance that are believed to have been effective and areas of performance that may require further development.
- (f) It is the performance of the incumbent that is being reviewed. There is no judgement of the person involved.

#### **S7.2.5 Validation**

- (a) Within the framework of the process, data related to the role and duty statements will be gathered to validate the self-review.

(b) The methodology for validation shall form part of the consultation process.

S7.2.6 Documentation:

The Summative Appraisal generates a written report that is submitted to the employing authority/principal. The report remains the property of the employing authority/principal and the appraisee.

S7.2.7 Confidentiality:

All materials other than the final report generated in the process shall remain confidential to that process.

S7.2.8 Natural Justice:

- (a) The appraisee is advised of the content of information obtained in relation to the appraisee as part of the process. Only information which has been substantiated will form part of the appraisal process.
- (b) The appraisee has the right to approach the panel to be informed of the content and nature of the information gathered and the identity of those who supplied it.
- (c) The appraisee is given reasonable opportunity to respond to the matters dealt with in the information.
- (d) Any person asked to provide information for use in an appraisal process is to be advised, at the time of the request, that such information and the identity of the person providing the information may be made known to the appraisee.

S7.2.9 Resourcing:

- (a) Provision of appropriate resources for the appraisee and those undertaking a role in the appraisal will be negotiated.
- (b) Those elements of the process which are of the nature of self-appraisal will not receive additional resources from the employing authority.
- (c) The level of resourcing to address the outcomes of appraisal will be a matter of negotiation between the appraisee and the employing authority.

## SCHEDULE 8 SCHOOL OFFICERS' CLASSIFICATION

### S8.1 Wage Relativities

Level	Step	Relativity
<b>1</b>	1	88
	2	90
	3	92
	4	94
<b>2</b>	1	96
	2	99
	3	100
<b>3</b>	1	105
	2	107
	3	109
	4	110
<b>4</b>	1	112
	2	115
	3	118
<b>5</b>	1	122
	2	125
	3	128
<b>6</b>	1	132
	2	139
	3	146
	4	154
	5	161
<b>7</b>	1	163
	2	166
	3	169
	4	172
	5	175

### S8.2 Reclassification Process for School Officers

S8.2.1 A school officer may request a reclassification of their position. Such a request may be made either in relation to the classification level of an existing position or where the classification level of the position has been changed. Except in exceptional circumstances no employee shall be permitted to seek a reclassification of their position on more than one (1) occasion in a twelve (12) month period.

S8.2.2 The employee shall make any such Request for Reclassification, in writing, to the employer. The request will contain the following:

- a description of the work performed by the employee;
- the employee's assessment as to whether the position description is accurate and any substantiating reasons for that assessment;
- information comparing the work performed and the characteristics, skills and duties, and criteria prescribed by this Agreement for the respective levels;
- the identity of persons who support the subject employee's application for review; and
- other material as appropriate.

An employee may be assisted and/or represented in preparing and presenting the material identified in paragraphs (a) to (e) above.

- S8.2.3 The employer shall consider the Request for Reclassification and notify the employee in writing of the decision regarding the employee's request. The employer's decision will be conveyed to the employee within sixty (60) calendar days of the employee submitting the request for reclassification. In circumstances where a request to reclassify an employee's position is received by the employer in December, the employer's decision will not be required to be conveyed to the employee before the last day in February of the following year.
- S8.2.4 If after receiving the employer's notification, the employee believes that their position has not been classified at the correct level, the employee may apply for a review of that decision. In this case the employee shall make written application for a Review of Classification to the employer.
- S8.2.5 Where the employer receives a Review of Classification application, the employer shall advise the IEUA in writing that an application has been received.
- S8.2.6 A joint review of the classification by IEUA and the employer shall then take place. The persons representing IEUA and the employer will, wherever practicable, have substantial experience in the classification of school officers. Further, wherever practicable, the person who made the original decision in relation to the classification will also be involved.
- S8.2.7 Subject to paragraph S8.2.8, when determining the merits of a decision made by the employer related to a Request for Reclassification, the consideration of the Joint Review Panel will be limited to the material identified at S8.2.2.
- S8.2.8 Where an employee has identified another person as supporting their application the Review Panel may interview that other person as part of the review process.
- S8.2.9 Where all of the representatives on the Joint Review Panel agree the Panel may conduct the review using teleconference/videoconference facilities.
- S8.2.10 The joint review will seek to reach a consensus position. The school officer will be advised in writing of the outcome of this review.
- S8.2.11 If an agreed outcome cannot be reached between the employer and IEUA then the employee may refer the matter to the Fair Work Commission in the terms of the Grievance Procedure.
- S8.2.12 The provisions of this clause S8.2 will be in addition to the provisions of clause 8.2 of this Agreement.

## CHARACTERISTICS AND QUALIFICATION

### Competency of Employee

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Competency at this level involves application of knowledge and skills to a range of tasks and roles	Competency at this level involves application of knowledge with depth in some areas and a broad range of skills		Competency at this level involves self-directed application of knowledge with substantial depth in some areas	Competency at this level involves self-directed development and application of professional knowledge with substantial depth in some areas	Competency at this level involves the use of initiative in self-directed development and application of expert knowledge with extensive recognised expertise in some areas
There is a defined range of contexts where the choice of actions required is clear	There is a range of roles and tasks in a variety of contexts	There is a wide variety of tasks and roles in a variety of contexts.	A range of technical and/or other skills are applied to roles and functions in both varied and highly specific contexts.	A broad range of professional skills are applied to roles and functions in both varied and highly specific contexts.	A breadth and depth of professional skills are applied to roles and functions in both varied and highly specific contexts.
There is limited complexity of choice	There is some complexity in the extent and choice of actions required	There is complexity in the ranges and choice of actions required		A proportion of competencies involve complex, specialized or professional functions.	A high proportion of competencies involve significant scope and/or complex, specialized or professional functions.
Competencies are normally checked within well-established routines, methods and procedures	Competencies are normally used within routines, methods and procedures	Competencies are normally used within a variety of routines, methods and procedures	Competencies are normally used independently and both routinely and non-routinely.	Competencies are used independently and are substantially non-routine with initiative being exercised in the application of professional practices	Duties of an innovative and/or critical nature are undertaken without professional direction and initiative is exercised in the application of professional practices
Limited discretion and judgement about possible actions is involved	Some discretion and judgement are involved in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.	Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services actions and achieving outcomes within time constraints.	Discretion and judgement are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.	Significant discretion and judgement are required in planning, design, professional, technical or supervisory functions related to services, operations or processes for self and/or others.	Significant discretion and independent judgement are required within constraints set by management.

## SUPERVISION OF EMPLOYEES

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. 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. 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. Responsibility for representing the school in the media.</p>	
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## Information Services and Resource Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Process basic transactions such as issues and returns, produce overdue lists, entry of orders in a computerised system, perform stock takes, entering of accession information into computer. Operate and demonstrate the use of audio-visual equipment where there is limited complexity. Maintain a booking system for equipment use and for the organisation of repairs and replacement of equipment. Within well-established routines, methods and procedures, record audio/video programs and maintain a catalogue system of such recordings. Perform a range of general duties at a basic level, for example, minor book repairs, photocopying and shelving. Receive and deal with initial requests for information from library clients. Under the direct supervision of an academic staff member(s), assist in the demonstration of routine library operations and procedures. Under the direct supervision of an academic staff member(s), assist in the supervision of students in the library.</p>	<p>Search and verify bibliographical data where some discretion and judgement are involved. Copy catalogue books, magazines, journals and recorded material where some discretion and judgement are involved. Maintain circulation systems where some discretion and judgement are involved. Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures. Assist in the demonstration of complex audio visual or computer equipment under supervision of academic staff member(s) where some discretion and judgement are involved.</p>	<p>Responsibility for and/or training of subordinate staff in limited areas may be required. Within a variety of routines and procedures and with a depth of knowledge in some areas: demonstrate to staff and students the use of complex audio visual or computer equipment; or monitor performance of and carry out repairs to specialised equipment.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: independent and original cataloguing and classification following precedents and standards; monitoring the performance of, and carrying out repairs to, specialised equipment; and developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member(s).</p>	<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. Operate (at a level consistent with the qualifications required) a library/resource centre. This may (or may not) include responsibility for the supervision, monitoring and training of staff in lower level positions. Administer the allocation and monitoring of resources in the library/resource centre. Support employees reporting to the position in policies to be followed, methods to be used and standards to be observed. Provide professional advice to staff and students in the officer's area of expertise. Formulate procedural policy and guidelines in the employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary.</p>	<p>7.4.1 Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree and post graduate qualifications and/or other professional development and/or industry experience.</p> <p>7.4.2 Responsibility for the operation of a library/resource centre which provides complex and varied services. This may (or may not) include responsibility for the supervision, monitoring and training of professional staff and staff in lower level positions.</p> <p>7.4.3 Manage the allocation and monitoring of resources in the library/resource centre.</p> <p>7.4.4 Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>7.4.5 Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the</p>

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Under direct supervision of a higher level officer or members of the academic staff prepare and clear away materials for display/use in classrooms or libraries.)					organizational area, formulate policies and provide specialist advice on policy formulation to senior management.

### Computer/ICT Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Use keyboard skills to produce a document from written text using a standard format. Operate within well-established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc.	Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets.	Within a variety of routines, methods and procedures, maintain the hardware and software components of a computer network and provide user support. Responsibility for and/or training of subordinate staff in limited areas may be required.	Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: Assisting with systems analysis and design in relation to the development and maintenance of computer systems; and	Operate and be responsible for the computing section of the school and all its operations. Perform non-routine professional tasks governed by procedures or guidelines. Within such constraints the employee is responsible for the independent performance of such functions. Provide financial, policy and planning advice and investigate, interpret or evaluate information for the	Operate and be responsible for the computing section which provides complex and varied services to the school community including being responsible for the supervision, monitoring and development of other staff reporting to the position. Research and examine likely long-term requirements for computer systems, suggest alternative plans and strategies and report on their feasibility.



Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
			<p>assisting with application programming (e.g. modification of package systems; and investigation of malfunctions in operational programs).</p>	<p>guidance of staff or management in the computing area. Be responsible for the development of software, hardware or applications systems based on the use of current computer techniques. Be responsible for the development of computer systems, and recommend changes and improvements in systems where appropriate. Undertake maintenance programming tasks, including investigation and design requirements necessary to implement changes to existing systems. Provide advice to the senior executive of the school on the operations/future directions of the section by utilising acquired knowledge and experience. Carry out a range of tasks necessary to support and develop systems software or other support processes</p>	<p>Consult with departmental computer users to understand and meet the needs of the department and resolve problems concerning systems. Investigate and design the implementation of computer systems to meet specific needs of work areas.</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. Develop and present appropriate computer training courses.</p>

## SCHEDULE 9 COUNSELLORS (WITHOUT TEACHER QUALIFICATIONS) – CHARACTERISTICS – QUALIFICATIONS – DUTIES AND SKILLS

Level 6	Level 7
<p><u>Competency of employee</u> 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> 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> 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> 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> 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> 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 10 TERM-TIME EMPLOYEES OTHER THAN TEACHERS**

### **S10.1 Term-Time Definition**

S10.1.1 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, provided that the minimum weekly hours, except for school officers, will be twelve (12).

### **S10.2 Contract of Employment**

S10.2.1 Employees offered term-time employment, as described in this Agreement, shall be advised in writing, at the point of engagement and at other times when varied in accordance with this Agreement, the following:-

- (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.

### **S10.3 Employment Conditions for Term-Time Employees**

S10.3.1 Where an employee is employed on a term-time basis, the employee shall be entitled to be paid an hourly rate for ordinary hours worked equal to the appropriate weekly full-time rate divided by thirty-eight (38).

S10.3.2 Employees under this subclause shall be entitled to receive pro rata entitlements to annual leave and personal leave in accordance with clauses S10.6 and S10.7 within this Schedule.

S10.3.3 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.

### **S10.4 Term Time Employees - Additional Hours**

S10.4.1 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.

S10.4.2 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.

S10.4.3 The employer will, subject to clause s10.4.4 (below), offer such additional hours or work to an existing term time employee (or employees).

S10.4.4 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).

S10.4.5 An employee who is offered additional hours or additional work may, at their discretion, accept or decline the offer.

#### **S10.5 Accrued Hours**

S10.5.1 Where an employing authority authorises additional hours to be worked by an employee beyond the normal hours worked, these hours may be accrued on an agreed basis between the employing authority and the employee. These accrued hours must be availed of during school vacation periods except where the employing authority, at the request of the employee, approves that accrued hours be taken at alternative times. The hours accrued shall be paid at the ordinary time rate.

S10.5.2 All employees shall have a zero balance of accrued hours at the beginning of each twelve (12) month cycle. A twelve (12) month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any accrued hours not taken prior to the completion of each twelve (12) month cycle will be paid to the employee.

S10.5.3 Notwithstanding the above, the annual leave loading will be paid on no more than four (4) weeks.

S10.5.4 On resignation, employees must avail themselves of any accrued hours prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of accrued hours, these accrued hours shall be paid to the employee upon resignation.

#### **S10.6 Personal Leave for Term-Time Employees**

S10.6.1 Term-time employees shall be entitled to pro rata personal leave calculated on the following basis:-

- (a) for each completed year of service – seventy-six (76) hours x ordinary hours worked per week ÷ 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)

#### **S10.7 Annual Leave for Term-Time Employees**

S10.7.1 Entitlements –

- (a) The accrual rate of annual leave for full-time employees shall be one hundred and fifty-two (152) hours per annum (i.e. four (4) weeks annual leave per annum on a thirty-eight (38) hour week basis).
- (b) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Service includes a period when annual leave is taken by the employee. The calculation of the entitlement to such leave is set out in paragraphs S10.7.1 (d) and (e).
- (c) Term-time employees shall at the end of the initial school year in which they are employed be entitled to annual leave calculated as follows:
  - (i) annual leave due to the employee will be determined using the following formula:

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

Where: A = number of weeks worked during that year

- (ii) the number of weeks of annual leave determined using the formula in S10.7.1 (c) (i) will be paid for as follows:

weeks of annual leave      x B      x the hourly rate applicable at the time

Where B = average hours worked per week during that year

- (d) Term-time employees shall at the end of each subsequent school year in which they are employed be entitled to annual leave calculated as follows:

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

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

Where: C = number of weeks worked during that year plus the number of weeks of annual leave determined using the formula in S10.7.1 (c) (i).

- (ii) The number of weeks of annual leave determined using the formula in S10.7.1 (d) (i) will be paid for as follows:

weeks of annual leave      x B      x the hourly rate applicable at the time

Where B = average hours worked per week during that year

- (e) Subject to the provision of sub-clause (a) above annual leave shall be taken by term-time employees during school vacation periods unless otherwise agreed between the employer and employee.
- (f) If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave subject to the following:
  - (i) An employee who has taken in advance the whole of the annual leave that would be due at the end of a school year, is not entitled to any further annual leave at the end of that school year.
  - (ii) An employee who has taken in advance part of the annual leave that would be due at the end of a school year, becomes entitled at the end of that school year to the part of the annual leave not already taken.
- (g) Annual leave shall be exclusive of any public holiday which may occur during the period of that leave and shall be paid for by the employer in accordance with current provisions.

#### S10.7.2 Calculation of Annual Leave Pay

In respect to annual leave entitlements to which this clause applies, annual leave pay (including any proportionate payments) shall comprise:

- (a) The employee's ordinary wage rate as prescribed by this Agreement for the period of the annual leave; and
- (b) A further amount calculated at the rate of seventeen and one-half percent (17 ½%) of the amounts referred to in provision (a) of this subclause.

#### S10.7.3 Payment of Annual Leave Accrual on Termination of Employment

- (a) If a term-time employee is dismissed by the employer or voluntarily leaves employment after any leave has become due, and without such leave having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with subclause S10.7.2 hereof.



- (b) If the employment of any employee is terminated before the expiration of a full school year, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to one-twelfth of ordinary pay for the period of employment calculated in accordance with subclause S10.7.2 hereof.
- (c) If any such leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year for a period not exceeding two (2) years.
- (d) Such annual holiday shall be exclusive of any statutory holiday which may occur during the period of that annual holiday and shall be paid for by the employer in accordance with current provisions.

**S10.8 Fixed-term Term-Time Definition**

- S10.8.1 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.
- S10.8.2 A fixed-term term-time employee shall be appointed only to accommodate an identifiable short term need. Without limiting the application of the foregoing, an identifiable short term need could include:
- (a) special projects
  - (b) proposed closure of a school
  - (c) special government grants
  - (d) filling the position of a specified employee 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.
- S10.8.3 Provided a fixed-term employee shall be employed for a period no greater than twelve (12) months; provided further that if the identifiable short-term need exists after the twelve (12) month period, the fixed-term appointment may be re-negotiated.
- S10.8.4 Any agreement reached between an employer and an employee as prescribed by this clause shall be in writing, signed by both the employee and the employer, and shall clearly identify the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

**S10.9 Other Conditions for Term-Time Employees**

All other terms and conditions of employment will be in accordance with those contained in the relevant Schedule to this Agreement.

**S10.10 Annualisation of Salary**

Term-time school officers **and service staff employees may have their wages annualised over a year as provided in clause 4.12 of this Agreement.**

## **SCHEDULE 11 NURSES**

*Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.*

### **S11.1 PART 1 - APPLICATION AND OPERATION**

#### **S11.1.1 Coverage**

- (a) This Schedule applies to all nursing staff employed as such working in a school.
- (b) This Schedule does not apply to any person who is a member of a Religious Order.

#### **S11.1.2 Definitions**

- (a) "AHPRA" is the Australian Health Practitioner Regulation Agency.
- (b) "Boarding School" is 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) "Casual Employee" is an employee who is employed on a daily basis for not more than thirty-two (32) hours in any one (1) week.
- (d) "Enrolled Nurse" means an employee who:
  - (i) appears on the Register of Practitioners of the AHPRA as an Enrolled Nurse (Division 2)
  - (ii) is subject to the registration standards, codes and guidelines of the NMBA; and
  - (iii) provides nursing care only under the direction and supervision of the Registered Nurse
- (e) "NMBA" is the Nursing and Midwifery Board of Australia.
- (f) "Part-time Employee" means an employee, other than a "Casual Employee", as defined, or an employee employed in a relieving capacity, who is engaged to work regular hours each week.
  - (i) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than four (4) hours or more than eight (8) hours per day.
  - (ii) Such hours shall be fewer than thirty (32) per week.
- (g) "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.
- (h) "Term-time" has the same meaning as outlined in clause S10.1.1 (Term- time Definition) of Schedule 10 of this Agreement.

#### **S11.1.3 Area of Operation**

For the purposes of this Schedule the Divisions and Districts are as follows:

- (a) Divisions
  - (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west of 147 degrees of east longitude; then by that

meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

- (ii) Mackay Division - That portion of the State within the following boundaries - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

(b) Districts

(i) Northern Division

- (A) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
- (B) Western District - The remainder of the Southern Division.

(ii) Southern Division

- (A) Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.
- (B) Western District - The remainder of the Southern Division.

**S11.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

**S11.2.1 Contract of Employment**

(a) Type of Engagement

An employee may be engaged as a full-time, part-time, term-time or casual employee.

(b) Written confirmation of employment details

The employer shall provide to the employee, upon engagement, written confirmation of employment details that specifies the following:

- (i) type of engagement;
- (ii) classification and pay point level;
- (iii) whether a probationary period applies, and if so, the duration and terms of that probationary period;
- (iv) in the instance of part-time employees such confirmation shall include the number of ordinary hours of work contracted as usually required.

(c) Term-time employees

Terms and conditions of employment outlined in Schedule 10 (Term-Time Employees other than Teachers) of this Agreement apply to employees engaged on a term-time basis.

**S11.3 PART 3 - WAGES AND WAGE RELATED MATTERS**

**S11.3.1 Wages**

- (a) The minimum rates of pay for employees covered by this Schedule are contained in Schedule 1 – S1.10 of this Agreement
- (b) **Casual Employees**

Casual employees, as defined in clause S11.1.2 (c), shall be paid twenty-five percent (25%), in addition to the ordinary weekly rates of pay prescribed in clause S11.3.1 (a) and shall be further entitled to any allowance applicable based pro rata on the number of hours worked in relation to thirty-eight (38) in any week. Such employees shall be paid as for a minimum of two (2) hours' work per engagement.
- (c) **Part-Time Employees**

Part-time employees shall be paid at the rate of one-thirty-eighth (1/38th) of the weekly rate of wages prescribed for the appropriate classification per hour with a minimum payment as for four (4) hours on any day when work is performed. Such employees shall be further entitled to any allowances applicable, based pro rata on the number of hours worked in relation to thirty-eight (38) in any week.
- (d) **Term-time employees**

In accordance with clause S10.3.1 (Employment Conditions for Term-time Employees) of Schedule 10 of this Agreement, where an employee is employed on a term-time basis, the employee is entitled to be paid an hourly rate for ordinary hours equal to the appropriate weekly full-time rate divided by thirty-eight (38).
- (e) **Full-time Nurses in Boarding Schools - Annualised Salary Arrangement**
  - (i) A full-time nurse and the School may enter into an agreement whereby the nurse is paid an annualised salary. The nurse must be paid at least the appropriate minimum weekly rate for that nurse as set out in Schedule 1 – S1.10 for the entire twelve (12) months. For the purposes of Annual Leave under the NES, such leave is included in this salary and is deemed to be taken during semester breaks. Employees who enter into an annualised salary arrangement may agree to be excluded from the following provisions of this Agreement:
    - (A) on-call allowance (clause S11.3.2 (b))
    - (B) recall (clause S11.3.2(c))
    - (C) meal breaks - extra payment for working during meal break (clause S11.4.2(b))
    - (D) weekend work - extra payment (clause S11.4.5)
    - (E) afternoon and night duty - extra payment (clause S11.4.6)
    - (F) overtime (clause S11.4.7)
    - (G) annual leave (clause S11.5.1)
    - (H) public holidays (clause S11.5.2)
  - (ii) **Negotiating the Annualised Salary**

When negotiating the annualised salary the School and the nurse shall take into consideration the expected work requirements and the excluded provisions that would otherwise apply. The terms and conditions of employment for a salaried employee agreed under this clause shall not be less favourable overall than those which would otherwise apply if the employee had not entered into the salaried arrangement.
  - (iii) **Recording the Annualised Salary**

- (A) Where such annualised salary agreement exists, it must be recorded in writing between the School and the nurse affected prior to its commencement and a copy must be kept as part of the nurse's time and wages record. The written agreement must include the following:
    - (1) the number of weeks to be worked under the arrangement
    - (2) the hours of work required
    - (3) the negotiated exclusions under subclause (i) above.
  - (B) A nurse covered by an annualised salary arrangement must have all hours worked recorded by the employer and kept for seven (7) years. These records are to include, as a minimum:
    - (1) the start and finish times of each shift;
    - (2) start and finish times of meal breaks taken;
    - (3) sleepover/on-call taken and the start and finish times of this sleepover/on-call; and
    - (4) the number of times the employee was required to perform work during a sleepover/on-call and period of time of each such occasion
  - (C) For the purposes of this clause "*sleepover*" is defined as sleeping in at night to undertake duty of care requirements and to be on-call for emergencies.
- (iv) Review of Annualised Salary
- (A) On the anniversary date of entering into the annualised salary arrangement, the nurse and the School may review, or at the request of the nurse must review, the annualised salary arrangement. During any such review either party may elect to discontinue the annualised salary arrangement by giving four (4) weeks' notice in writing. If this occurs then the nurse will thereafter revert 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.
- (v) Treatment of Salary upon Termination or Discontinuance of the Arrangement
- A nurse who is employed under an annualised salary arrangement and whose employment terminates or who decides to discontinue the annualised salary arrangement as allowed in subclause (iv) above shall be paid the proportion of their annual salary of that year that their service (excluding school vacations) bears to the number of weeks in a year that they would ordinarily be required to work. Such proportion of salary shall be calculated on the salary which the employee was receiving immediately before cessation of employment or discontinuance of the arrangement.

(f) Annualisation of Salary for Term-Time Employees

Term-time employees may have their wages annualised over a year as provided in clause 4.12 (Annualisation of Salary – Term-Time School Officers and Services Staff) of this Agreement as if they were school officers/services staff employed by the relevant employer.

(g) Accelerated Advancement

- (i) A Registered Nurse Level 1 shall be entitled to advance one paypoint on that person's first employment following registration with the AHPRA, or at any time during that person's employment as a Registered Nurse Level 1, upon successful completion of a post-registration course of at least twelve (12) months duration where the employee is required to perform the duties of a position to which the course is directly relevant.

It is recommended that nurses contemplating undertaking a course as described in clause S11.3.1(e) should consult with their employer prior to commencement of study to clarify whether the employer accepts that it is a course as described in clause S11.3.1 (e).

(ii) Advancement

- (A) A Registered Nurse Level 1 whose current Schedule rate of pay includes the advancement provided for in clause S11.3.1 (g) (i) shall not be entitled to further advancement under clause S11.3.1 (g).

- (B) A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause S11.3.1 (g) (i) if that nurse is no longer working in a position for which such additional registration is a requirement;

- (iii) A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause S11.3.1 (g) (i) if that nurse is no longer working in a position for which such post-registration course is directly relevant.

- (iv) "Paypoint" in clause S11.3.1 (g) only, means a year in pay.

(h) Total Experience to Count

- (i) For the purpose of determining the rate of wages payable by reference to the year of service or paypoint of any employee, an employee shall be given credit for all previous continuous nursing service.
- (ii) Previous nursing service shall include time spent in obtaining additional nursing qualifications other than the basic qualification required for registration.
- (iii) A part-time term-time or Casual Employee shall be required to complete the equivalent of a full working year (1,976 hours) from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment. A person who has completed 1,976 hours of duty, or has received payment for 1,976 hours, including annual, personal, compassionate and other paid leave, shall be deemed to have completed a full year.
- (iv) In calculating continuous nursing service for the purpose of this clause, any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over three (3) years from nursing duties covered by a relevant nursing agreement shall not be taken into account.

- (v) On termination of employment each employee shall be given a certificate signed and dated by the employer setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in paypoint pursuant to clause S11.3.1 (g), and in the instance of part-time and Casual Employees, the total hours worked.
- (vi) The onus of proof of previous experience shall be on the employee.
- (vii) An employee unable to provide proof of previous experience within four weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date supplied.
- (viii) Subject to proof of previous experience being provided within four (4) weeks, the employer will adjust previous payments back to the date of commencement.
- (ix) The employee may seek the assistance of the union to obtain or establish such proof of previous experience still outstanding.
- (i) Board and Lodging
  - (i) Where board and lodging are supplied to employees residing within employer accommodation the employer shall be entitled to deduct the following amounts from the weekly rates of pay prescribed for such employees:
 

	\$ Per week
For all Registered and Enrolled Nurses	54.78
For Assistants-in-Nursing	51.54
  - (ii) In all cases the ratio of the value of board to that of lodging shall be two (2) to one (1).
  - (iii) The above rates will 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 shall be made from the employee's wages at the rate of one-twenty-first (1/21st) of the allowances for board calculated to the nearest cent for each meal so provided.

#### S11.3.2 Allowances

- (a) Divisional and District Parities
 

The divisional and district parities (as described in Schedule 1 – S1.11) for employees other than teachers shall be paid in addition to the employee's wages as prescribed in Schedule 1 – S1.10 (Wages, Salaries and Allowances) of this Agreement.
- (b) On Call Allowances
  - (i) The provisions hereunder apply to employees who are rostered to be on-call at their private residence, or at any other mutually agreed place, other than the employer's premises.

- (A) An employee rostered to be on-call shall receive an additional amount as follows:

- (1) \$21.16 for each twenty-four (24) hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
- (2) \$31.77 for each twenty-four (24) hour period or part thereof when the on-call period is on a Saturday;
- (3) \$37.05 for each twenty-four (24) hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

- (B) If an employee rostered to be on-call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause S11.3.2 (b) (i). A minimum payment of three (3) hours at the appropriate overtime rate shall be paid, except in the case of unforeseen circumstances arising, the employee shall not be required to work for three (3) hours if the work for which the employee was required, and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.

- (C) An employee who is required to work shall be provided with transport to and from the employee's home or shall be refunded the cost of such transport.

Where an employee is required to work within three (3) hours of commencing normal duty and remains at work, the employee shall be provided with transport from the employee's home to the workplace, or shall be refunded the cost of such transport.

- (D) An employee placed on-call is required to remain at the employee's private residence or any other mutually agreed place as will enable the employer to readily contact the employee during the hours for which the employee has been placed on-call. Clause S11.3.2 (b) (i) should not prevent the provision by employers of electronic or other devices by which the employee could be contacted as an alternative to being stationed at an agreed place.

- (E) An employee on-call who usually lives out and who is required to remain on close call within the workplace precincts shall be provided free of charge with board and lodging in addition to any allowance payable pursuant to clause S11.3.2 (b).

- (ii) In employee who is required to remain on the employer's premises and is provided with board and lodging shall be paid the following amounts in addition to the amounts specified in clause S11.3.2 (b) (i):

- (A) \$12.00 for each twenty-four (24) hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
- (B) \$15.00 for each twenty-four (24) hour period or part thereof when the on-call period is on a Saturday;



- (C) \$20.00 for each twenty-four (24) hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

Payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

- (iii) Clause S11.4.7 (c) shall not apply when an employee has actually worked less than two (2) hours in total on one or more call-outs.
- (iv) Clause S11.3.2 (b) shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).

(c) Recall

The following provisions shall apply to employees who are not rostered to be on-call, but who are recalled to work:

- (i) an employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of three (3) hours. The time spent travelling to and from the place of duty shall be deemed to be time worked;
- (ii) where an employee is recalled within three (3) hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment;
- (iii) except in the case of unforeseen circumstances arising, an employee who is recalled to work shall not be obliged to work for three (3) hours if the work for which the employee was recalled, any associated duty, is completed within a shorter period;
- (iv) if an employee is recalled to work, the employee shall be provided with transport to and from the employee's home or shall be refunded the cost of such transport:
  - (A) Where an employee is recalled to work within three (3) hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from the employee's home to the workplace or shall be refunded the cost of such transport;
  - (B) the provisions of clause S11.4.7 (c) shall not apply when an employee has actually worked less than two (2) hours in total on one or more call-outs; and
- (v) clause S11.3.2 (c) shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).

(d) Uniform and Laundry Allowance

- (i) The employer shall supply free of charge, a uniform of a type or design considered most suitable, or in lieu thereof, an allowance at the rate of \$312 per annum shall be paid on a pro rata basis each pay day.
- (ii) Where uniforms are not laundered at the employer's expense an allowance of \$1.85 per week shall be paid.
- (iii) The uniform and laundry allowance shall only be payable where the employer requires a uniform of a specific type to be worn but does not provide such uniform.

(e) In Charge Allowance - Independent Schools

If:

- (i) 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
- (ii) the employer directs and names one (1) of those nurses to be the senior nurse; the named senior nurse shall be paid the amount of \$19.30 per week in addition to the rates prescribed in clause S11.3.1 (a).

**S11.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

**S11.4.1 Hours of Work**

(a) Ordinary Hours

Subject to clause S11.4.1 (c), and subject to the exceptions in clause S11.4.1, the ordinary hours of work shall be an average of 38 hours per week, to be worked on the following basis:

- (i) one hundred and fifty-two (152) hours within a work cycle not exceeding twenty-eight (28) consecutive days;
- (ii) if there are compelling reasons to do so, and subject to clause S11.4.1 (d) the method of implementation of the thirty-eight (38) hour week may be varied for individual employees, groups or sections of employees.

(b) Maximum Daily Ordinary Hours

The ordinary hours of work shall be worked continuously and shall not exceed ten (10) hours on any day.

(c) Where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

(d) Implementation of Thirty-Eight (38) Hour Week

Subject to clause S11.4.1 (d):

- (i) subject to the exceptions in clause S11.4.1 (c), the principal way by which the thirty-eight (38) hour week is to be implemented is by working ordinary hours through the work cycle so as to provide an accrued day off.
- (ii) where the thirty-eight (38) hour week is implemented by granting employees an accrued day off it shall be on the following basis:
  - (A) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle; or
  - (B) by fixing one (1) or more work days on which all employees will be off during a particular work cycle.
- (iii) when the ordinary work cycle provides for an accrued day off, the accrued day off shall not fall on a public holiday. The employer and employee shall, by mutual agreement, arrange for an alternative accrued day off.
- (iv) where the arrangement of ordinary hours of work provides for an accrued day off, the employer and each employee in each section, establishment or unit concerned may agree to accumulate up to a maximum of five (5) days off.

- (v) consent to accumulate accrued days off shall not be unreasonably withheld by either the employer or the employees. Where agreement is reached to defer or accumulate accrued days off, payment for work on accrued days off will be at ordinary rates.
- (vi) where agreement in clause S11.4.1(c)(v) has been reached, the accumulated accrued days off shall be taken within twelve (12) calendar months from the date of the entitlement to the first accrued day off.
- (vii) subject to, and in accordance with the twelve (12) calendar month requirement in clause S11.4.1 (d)(vi), an employee must take and exhaust all accumulated accrued days off prior to the taking of periods of annual leave, but such accumulated accrued days off may be taken in conjunction with annual leave and/or long service leave.
- (viii) subject to clause S11.4.1(d), and where there are compelling reasons to do so, different methods of implementation of the thirty-eight (38) hour week may apply to individual employees, groups or sections of employees in the facility concerned.
- (ix) for the purpose of clause S11.4.1(c) "*compelling reasons*" mean:
  - (A) where employees bound by this Agreement are employed by an employer whose principal business is other than of nursing and the majority of employees are covered by an agreement approved by the Fair Work Commission then the provisions for implementing a thirty-eight (38) hour week as specified by that the agreement shall apply.
  - (B) where the operational or administrative requirements of the business necessitate implementation of the thirty-eight (38) hour week by methods other than an accrued day off.
  - (C) where there is a dispute over whether the operational or administrative requirements necessitate the implementation of the thirty-eight (38) hour week by methods other than an accrued day off, the employer shall have the onus of establishing such reasons exist.
- (e) Thirty-Eight (38) Hour Week - Procedures for Work Area Level Discussions
  - (i) The employer and all employees concerned in each section, establishment or unit shall consult over the most appropriate means of implementing and working a thirty-eight (38) hour week.
  - (ii) The objective of such consultation shall be to reach agreement on the method of implementing and working the thirty-eight (38) hour week in accordance with clause S11.4.1 (c).
  - (iii) The outcome of such consultation shall be recorded in writing.
  - (iv) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of the relevant employee or employer organisation.
  - (v) After implementation of the thirty-eight (38) hour week, upon giving seven (7) days' notice, or such shorter period as may be mutually agreed upon, the method of working the thirty-eight (38) hour week may be altered, from time to time, following negotiations between the employer and employees concerned utilising the foregoing provisions of clause S11.4.1.

- (vi) Notwithstanding the provisions of clause S11.4.1 if a dispute or difficulty should arise over the implementation of the thirty-eight (38) hour week it is open to either party to seek the assistance of the Fair Work Commission to resolve the matter.
  - (vii) Should a dispute or difficulty over implementation of the thirty-eight (38) hour week concerning the accrued day off arise the onus in any proceedings is on the employer to establish that there are compelling reasons as to why the accrued day off should not be implemented.
  - (viii) Notwithstanding the consultative procedure outlined in clause S11.4.1 (d), in the event of a dispute or difficulty arising over the implementation of the thirty-eight (38) hour week the employer may determine the method by which the thirty-eight (38) hour week is implemented until such dispute or difficulty is resolved.
- (f) Any such determination by the employer shall be without prejudice to the resolution of the dispute.

#### S11.4.2 Meal Breaks

- (a) Where an employee is rostered to work at least six (6) hours, a meal break of no less than thirty (30) minutes shall be available between the fourth (4th) and the sixth (6th) hour after commencement of duty, and thereafter at intervals of no more than six (6) hours.
- (b) Except as provided in clause S11.4.2 time and a-half shall be paid for all work required to be performed during meal breaks and thereafter until a meal break is taken.
- (c) Clause S11.4.2 (b) shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).
- (d) Employees performing ordinary work in excess of eight (8) hours and up to ten (10) hours per day shall be entitled to a meal break of not less than one-half hour and not more than one hour at or about the fifth (5th) hour from the ordinary starting time each day.
- (e) In the event of an emergency circumstance occurring during the meal break such meal break may be delayed without penalty.
  - (i) The meal break should be taken as soon as the emergency circumstance ends.
  - (ii) Payment in accordance with clause S11.4.2 (b) shall be made if the meal break is unable to be taken after the emergency circumstance ends.

#### S11.4.3 Rest Pauses

- (a) Full-Time Employees

Every full-time employee covered by this Agreement shall be entitled to a rest pause of ten (10) minutes' duration in the employer's time in the first and second portion of daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (b) Part-Time and Casual Employees
  - (i) Every part-time and Casual Employee shall be entitled to a paid rest pause after three (3) hours continuous duty.
  - (ii) Such employees who are engaged to work more than six (6) and a-half hours in any one (1) engagement shall be entitled to rest pauses as for a full-time employee.

(c) Combining Rest Pauses

- (i) Notwithstanding clauses S11.4.3 (a) and S11.4.3 (b) and by management discretion, the employer may combine the period of the two (2) rest pauses to provide one (1) twenty (20) minute rest pause. In the case of the morning duty, it is taken in the first portion of the duty period, and in the case of the afternoon duty, it is taken in the second portion of the duty period. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (ii) The ability to combine rest pauses shall not be available with respect to employees working ordinary hours of more than eight (8).

S11.4.4 Rest Days

- (a) Employees working the hours prescribed by clause S11.4.1 shall be allowed four (4) rest days (rostered days off) during each fortnight (fourteen (14) days). Each rostered day off shall consist of a continuous period of twenty-four (24) hours, which where practicable shall include from midnight to midnight.
- (b) An employee's roster may provide for any one (1) of the following combinations of days free from rostered work in each fortnight:
  - (i) two (2) periods comprising two (2) days each;
  - (ii) three (3) consecutive days and one (1) stand-alone day or;
  - (iii) one (1) period of four (4) consecutive days.
- (c) Any one (1) of these combinations may be varied to enable two (2) single days free from rostered work if requested in writing by the employee.
- (d) Where agreement under clause S11.4.1 (b) has been reached, employees shall be allowed additional rest days in accordance with the rostered hours of duty for the particular fortnight.

S11.4.5 Weekend Work - Extra Payment

- (a) All rostered ordinary hours worked by any employee between midnight Friday and midnight Sunday up to and including ten (10) ordinary hours in any one shift shall be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:
  - (i) midnight Friday to midnight Saturday fifty per cent (50%)
  - (ii) midnight Saturday to midnight Sunday seventy-five per cent (75%)
- (b) All time worked by an employee during the above week-end period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages:
- (c) Clause S11.4.5 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).

S11.4.6 Afternoon and Night Duty - Extra Payment

- (a) Afternoon Shift - Extra Payment
  - (i) "*afternoon shift*" means a shift where a majority of hours are worked after 12 midday and finished at or after 6:00pm
  - (ii) afternoon shift workers shall be paid an allowance of twelve and a half per cent (12.5%) for each shift of ordinary hours.

(b) Night Shift - Extra Payment

- (i) Night shift is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.
  - (ii) Night shift workers shall be paid an allowance of fifteen percent (15%) for each shift of ordinary hours.
- (c) In the case of a Casual Employee the shift allowance shall be calculated upon the relevant wage rate exclusive of the casual loading.
- (d) Afternoon and night shift allowances shall not apply to Registered Nurses working on Saturday and Sunday when extra payment for week-end work applies.
- (e) Clause S11.4.6 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S11.3.1 (d).

S11.4.7 Overtime

(a) Employees Entitlements

- (i) All time worked in excess of the ordinary working hours as prescribed in clause 4.1 of this Schedule shall be overtime and shall be paid for at the following rates:
  - (A) in the case of shift workers at the rate of double time;
  - (B) in the case of all other employees at the rate of time and one-half for the first three (3) hours and double time thereafter on any one day;
  - (C) all overtime on a Sunday shall be paid at the rate of double time.
- (ii) Payment shall be made for all overtime worked and time off in lieu shall not be regarded as payment.

(b) Overtime Meal

An employee who is called upon to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid \$13.64 in lieu, after more than two (2) hours or after more than one (1) hour if overtime continues beyond 6.00 p.m. in addition to overtime payment for the time worked.

(c) Time Off in Lieu of Overtime

- (i) An employee and an employer may agree that the employee will receive paid time off in lieu of overtime. Such an agreement must be recorded in writing.
- (ii) Time off in lieu of overtime shall be at the equivalent of the number of hours of ordinary pay that the employee would have received for such overtime.
- (iii) Accumulated time off in lieu of overtime shall be taken at a time mutually agreed between the employee and the employer, and within twelve (12) months of its accumulation. Time off in lieu of overtime may be banked to a maximum of thirty-eight (38) hours at any one time.
- (iv) Where there is written agreement between an Industrial Organisation and the employer time off in lieu of overtime may be accrued for a period longer than twelve (12) months and/or a quantum in excess of thirty-eight (38) hours may be accrued.
- (v) Any accrued time off in lieu that is outstanding after twelve (12) months (in the absence of written agreement between the Industrial Organisation and the employer) or at the time of termination of employment, for any reason, by either party, shall be paid out at the employee's ordinary time rate of pay.

(d) Ten (10) hour Break Between Shifts

When an employee is required to continue working after the completion of the employee's ordinary shift, the employee shall be allowed not less than ten (10) hours off duty without loss of pay in respect of the employee's next ordinary shift of duty.

(e) Exemption - Full-time Nurses in Boarding Schools - Annualised Salary Arrangement.

Clause S11.4.7 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with Clause S11.3.1 (d).

**S11.5 PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

**S11.5.1 Annual Leave**

(a) Entitlement

Every employee (other than a casual Employee) covered by this Agreement shall at the end of each year of employment be entitled to annual leave on full pay as follows:

- (i) not less than one hundred and ninety (190) hours if employed on shift work where three (3) shifts per day are worked over a period of seven (7) days per week;
- (ii) not less than one hundred and ninety (190) hours if employed in a Boarding School;
- (iii) not less than one hundred and fifty-two (152) hours in any other case.

(b) Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause S11.5.1 (g)) shall be paid for by the employer in advance:

- (i) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement, at that excess rate; and
- (ii) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Schedule.

(c) By mutual agreement employees (other than casuals) may utilise up to thirty-eight (38) hours of annual leave entitlement in a minimum of single day absences for personal reasons.

(d) If any such annual leave has not been taken as it falls due from time to time, such annual leave, by mutual arrangement, may be accumulated for a period not exceeding two (2) years.

(e) The application of clause S11.5.1 (d) is conditional upon the employee having been afforded reasonable opportunity to take such leave.

(f) Reasonable notice of the commencement of annual leave shall be given to the employee.

(g) Except in case of termination it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

(h) Calculation of Annual Leave Pay

In respect to annual leave entitlement to which clause S11.5.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (i) shift workers

subject to clause S11.5.1 (h) (ii), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(ii) all employees

Subject to clause S11.5.1 (h)(iii) in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (A) the employee's ordinary wage rate as prescribed by the Schedule for the period of the annual leave (excluding shift premiums and week-end penalty rates);
- (B) a further amount calculated at the rate of seventeen and a half per cent (17.5%) of the amounts referred to in the above subclause.

(iii) Clause S11.5.1 (h) (ii) shall not apply to the following:

- (A) any period or periods of annual leave exceeding:
  - (1) one hundred and ninety (190) hours in the case of employees employed in a calling where three (3) shifts per day are worked over a period of seven (7) days per week; or
  - (2) one hundred and fifty-two (152) hours in any other case;
- (B) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

(i) Leave Debits

Leave debits will be equivalent to the ordinary hours employees would have worked had the employees not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

(j) Accrued Day Off Arising from the Implementation of the Thirty-eight (38) Hour Week

Whilst on annual leave an employee continues to accrue time for the purpose of an accrued day off as if the employee had been at work.

(k) Part-Time Employees

- (i) Part-time employees shall be entitled to annual leave in accordance with clause S11.5.1.
- (ii) The calculation of "*full pay*" shall be based upon the average number of hours worked per week during the employee's year of employment.
- (iii) By mutual agreement, part-time employees in private schools may request leave without pay for any remaining weeks during the school year when the school is on vacation.

(l) Exemption - Full-time Nurses in Boarding Schools - annualised salary arrangement

Clause S11.5.1 does not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with Clause S11.3.1 (d).

S11.5.2 Public Holidays

- (a) Public Holidays are prescribed in clause 6.16 of this Agreement, except as provided in paragraphs (b), (c) and (d) below.
- (b) Part-Time Employees



- (i) A Part-time Employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, shall be paid for the hours which would normally have been worked on that day.
- (ii) Should a Part-time Employee actually work on a public holiday, payment for such time shall be made according to clause S11.5.2.
- (c) Exemption - Full-time Nurses in Boarding Schools - Annualised Salary Arrangement
- (d) Clause S11.5.2 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with Clause S11.3.1 (d).

#### **S11.6 Generic Level Statements**

##### *Registered Nurses*

S11.6.1 The classification descriptors outlined in [Schedule A](#) of the Educational Services (Schools) General Staff Award 2010 (Modern Award) applying to Registered Nurses are incorporated into this Agreement.

S11.6.2 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 - This agreement</b>	<b>Equivalent Classification Levels - Modern Award</b>	<b>Typical Activities</b>
<b>Registered Nurse Level 1</b>	<b>Nursing Services Grade 1</b>	<ul style="list-style-type: none"> <li>Providing primary nursing care with its associated responsibility</li> <li><i>Occupational equivalent - school nurse</i></li> </ul>
<b>Registered Nurse Level 2</b>	<b>Nursing Services Grade 2</b>	<ul style="list-style-type: none"> <li>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</li> <li><i>Occupational equivalent - school nurse</i></li> </ul>
<b>Registered Nurse Level 3</b>	<b>Nursing Services Grade 3</b>	<ul style="list-style-type: none"> <li>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</li> <li><i>Occupational equivalent – Nurse in charge</i></li> </ul>

##### *Enrolled Nurses*

S11.6.3 For Enrolled Nurses, see definition outlined in clause S11.1.2. of this Schedule.

## **SCHEDULE 12 SERVICES STAFF**

### **S12.1 Application**

#### **S12.1.1 Title and Coverage of Schedule**

- (a) This Schedule will be called the Services Staff Schedule (Schedule 12). This Schedule will provide the terms and condition of employment for employees who are not: teachers; school officers; boarding supervisors; childcare employees; or nurses.
- (b) The Classifications for employees covered by this Schedule are contained in Attachment 2 of this Schedule.
- (c) The provisions of this Schedule will operate from, and be implemented from, no later than 1 January 2017.
- (d) Where a particular provision appears in the body of the Agreement, that provision will override (to the extent of any inconsistency) a provision in this Schedule which deals with the same matter.

#### **S12.1.2 Arrangement of Schedule**

Subject Matter	Clause No.
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#### **PART 1 APPLICATION**

Title and Coverage .....	S12.1.1
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Arrangement .....	S12.1.2
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Definitions .....	S12.1.3
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Area of Operation .....	S12.1.4
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#### **PART 2 EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

Employment Categories .....	S12.2.1
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Part-time Employment .....	S12.2.2
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Casual Employment .....	S12.2.3
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Trainees .....	S12.2.4
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Term Time Employment .....	S12.2.5
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Anti-Discrimination .....	S12.2.6
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#### **PART 3 WAGES RELATED MATTERS**

Classifications .....	S12.3.1
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Wage Rates .....	S12.3.2
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Allowances .....	S12.3.3
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Uniforms .....	S12.3.4
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Board and Lodgings .....	S12.3.5
--------------------------	---------

Mixed Functions .....	S12.3.6
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Multiple Contracts .....	S12.3.7
--------------------------	---------

#### **PART 4 HOURS OF WORK, BREAKS, PENALTY RATES, WEEKEND WORK AND OVERTIME**

Hours of Work .....	S12.4.1
---------------------	---------

Meal Breaks .....	S12.4.2
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Penalty Payments .....	S12.4.3
Overtime.....	S12.4.4
Time off in lieu of Overtime .....	S12.4.5

#### S12.1.3 Definitions

- (a) *“Greenkeeping and grounds employees”* include all employees involved in preparation and maintenance of playing greens, sports grounds and courts and school grounds.
- (b) *“Building maintenance employees”* means employees who are engaged in the repair and renovation of buildings and structures necessitating the use of building tradespersons', or labourers' skills and/or tools.

#### S12.1.4 Area of Operation

For the purpose of this Schedule, the divisions and districts are as follows:

##### (a) Divisions

- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
- (iii) Southern Division – That portion of the State not included in the Northern or Mackay Divisions.

##### (b) Districts

###### (i) Northern Division:

Eastern District – That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District – The remainder of the Northern Division.

###### (ii) Southern Division:

Eastern District – That portion of the Southern Division along or east of a line commencing at the junction of the State with 150 degrees of east longitude, exclusive of the Local Authority Area of the City of Brisbane; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## **S12.2 Employer and Employees' Duties, Employment Relationship and Related Arrangements**

### **S12.2.1 Employment Categories**

Employees (other than casuals) covered by this Agreement shall be advised in writing of their employment category upon appointment. In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause S12.2.2 of this Schedule); or
- (c) casual (as prescribed in clause S12.2.3 of this Schedule).
- (d) trainee (as prescribed by clause S12.2.4 of this Schedule)
- (e) term time (as prescribed by Schedule 10 of the Agreement)

### **S12.2.2 Part-Time Employment**

- (a) A part-time employee means an employee who is employed on a continuing contract of employment who works (subject to this clause) fewer hours than a full-time employee.
- (b) A part-time employee will be employed as follows:
  - (i) the spread of ordinary working hours shall be the same as those prescribed for full-time employees;
  - (ii) the number of ordinary working hours in any one week shall not be less than 12 and shall not exceed 32;
  - (iii) the ordinary daily working hours shall be worked continuously, (excluding meal breaks or when a broken shift allowance applies in accordance with S12.3.3(h)), and shall not be less than 4 hours or more than 10 hours per day;
  - (iv) hours worked outside, or in excess of the ordinary working hours will be paid for at the overtime rate;
  - (v) part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38;
  - (vi) part-time employees shall be entitled to a proportionate amount of annual leave, personal/carer's leave and long service leave and all public holidays as prescribed for weekly employees.
  - (vii) all other provisions of this Agreement relevant to full-time employees shall apply to part-time employees.
  - (viii) notwithstanding clause S12.2.2 (b) (ii) above, cleaners currently have a minimum part-time weekly engagement of 7.6 hours per week. Transition to the prescribed 12 hour per week minimum shall occur no later than 1 January 2017.

### **S12.2.3 Casual Employment**

- (a) A casual employee is an employee who engaged as such, who is employed by the hour and who works less than 38 ordinary hours per week.
- (b) A casual employee will be paid:
  - (i) 25% in addition to the applicable rates of wages prescribed for a similar employee; and
  - (ii) for a minimum of two hours for each engagement.

**S12.2.4 Trainees**

The national training wage rates and conditions applying to employees undertaking traineeships are outlined in the [Educational Services \(Schools\) General Staff Award 2010](#), which incorporates the terms of [Schedule E to the Miscellaneous Award 2010](#).

**S12.2.5 Term Time Employment**

Employees may be employed as term time employees in accordance with Schedule 10 (Term-Time Employment) of this Agreement.

**S12.2.6 Anti-Discrimination**

- (a) It is the intention of the parties to this Agreement to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Fair Work Act 2009*, which includes:
  - (i) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- (c) Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/ Queensland Human Rights Commission.

**S12.3 Wage Related Matters**

**S12.3.1 Classifications**

- (a) An employer shall determine the classification of a position through the following process:
  - (i) an analysis is to be undertaken to establish the skills and responsibilities required for each identified position and a position description written for each position;
  - (ii) each position will be classified by reference to the classification criteria set out in Attachment 1 of this Schedule using the position description developed in accordance with clause 10.11 of this Agreement;
  - (iii) employees are to be appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on the employee's years of service in a position at a similar or higher level; and

### *Classification Criteria*

- (b) The Classification criteria (competency, supervision and qualifications/experience) in Attachment 1 of this Schedule will be used to determine the appropriate classification level.
- (c) The criteria are designed to indicate the level of knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The criteria at each level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated criteria should not be used to justify the classification of a position.
- (d) The key issue to be looked at in properly classifying a position is the level of initiative, responsibility / accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the criteria, read as a whole, of the position.
- (e) The "*Description of Skills and Duties*" sets out detail of typical skills and duties at each level. This document aligns the competencies with the typical skills and duties which may be exercised by employees. As such it is to be read alongside the classification criteria for the purpose of classifying a position.
- (f) The indicative duties are a non-exhaustive list of job titles that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty or more than one depending on the particular work allocated to them. Indicative duties should not be used as the primary determinant in classifying employees.
- (g) Level 0 in the structure will be applied as a level at which employees learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are utilised by the employer, progression through the structure may be possible.

### *Re-Classification Process*

- (h) An employee may request a reclassification of their position. Such a request may be made either in relation to the classification level of an existing position or where the classification level of the position has been changed. Except in exceptional circumstances no employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12 month period.
- (i) An employee will make any request for reclassification, in writing, to the employer.
- (j) An employer will consider a request for reclassification and notify the employee in writing of their decision regarding the employee's request.

### *Review of Classification/Reclassification Process*

- (k) If, after receiving the employer's notification (in relation to either the classification or reclassification of a position), the employee believes that their position has not been classified at the correct level, the employee may apply for a review of that decision. In this case the employee shall make written application for a Review of Classification to the employer.
- (l) Where the employer receives a Review of Classification application, the employer shall advise IEUA in writing that such an application has been received.

- (m) A joint review of the classification by the IEUA and the employer shall then take place. The persons representing the IEUA and the employer will, wherever practicable, have substantial experience in the classification of employees – other than teachers. Further, wherever practicable, the person who made the original decision in relation to the classification will also be involved.
- (n) The joint review will seek to reach a consensus position. Where a consensus position is achieved the employer will adopt this position.
- (o) The employee will be advised in writing of the outcome of the joint review.
- (p) If the joint review does not reach a consensus position the employee may refer the matter to Fair Work Commission in the terms of the Grievance Procedure/Dispute Settling Procedure.

*Classification Structure - Characteristics*

- (q) The tables provided in Attachment 1 of this Schedule describe the Classification structure – Characteristics for Services Staff, other than School Officers, Boarding Supervisors, Childcare employees and Nurses.

*Incremental Progression*

- (r) Clause 8.3 of this Agreement sets out the process of incremental progression through the classification structure for Services Staff.

**S12.3.2 Wage Rates**

- (a) The wage rates for Services Staff, other than School Officers, Boarding Supervisors, Childcare employees and Nurses are prescribed in Schedule 1 – S1.7 of this Agreement.
- (b) Junior rates
  - (i) The Junior rates provided in this clause will only apply to Level 0 and Level 1.
  - (ii) Junior employees will be paid the following percentage of the adult rate:

Age	Percentage of Adult Wage (%)
Under 16 years	55
Under 17 years	65
Under 18 years	75
18 Years and thereafter	100

**S12.3.3 Allowances**

All Allowances, with the exception of the Divisional and district parities in clause S12.3.3 (a) below, will be adjusted by the same percentage movement that applies to wage rates as prescribed by Schedule 1 of this Agreement.

- (a) Divisional and District Parities
 

The divisional and district parities (as described in Schedule 1 – S1.11) for employees other than teachers shall be paid in addition to the employees' wages as prescribed in Schedule 1 (Wages, Salaries and Allowances) of this Agreement.
- (b) The following allowances detailed in sub-clause S12.3.3 (b) through to and including S12.3.3 (g) are contained in Schedule 1 – S1.7 Wages, Salaries and Allowances and are subject to percentage increases thus provided for in this Agreement.
- (c) Work in the Rain
 

When an employee is required to work in the rain and by so doing gets their clothes wet, such employee shall be paid double rates for all work so performed. Such payment shall

continue until such time as the employee finishes work or is able to change into dry clothing.

This clause (clause S12.3.3 (c)) does not apply where the employee has been supplied with adequate rainproof clothing.

(d) Distributing Fertilizer or Spraying

Employees who are required to distribute fertiliser or who are engaged upon spraying shall be supplied with gloves, overalls, goggles and a double respirator at the employer's expense or, by mutual agreement, be paid an allowance of \$1.54 per week in lieu thereof.

(e) Toilet Cleaning

Employees required to clean toilets connected with septic tanks or sewerage are to be paid an allowance outlined in Schedule 1 – S1.7 per week in addition to their ordinary wage rates.

(f) First Aid Attendant

Where an employer appoints an employee, who holds an appropriate first-aid certificate, as a first-aid attendant, that employee will be paid an additional allowance per week outlined in Schedule 1 – S1.7.

(g) Allowances relevant only to Building and Maintenance employees have been included as Attachment 2 to this Schedule.

(h) Broken Shift

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

(ii) An employee rostered to work a broken shift on a day is entitled to the broken shift allowance prescribed in Schedule 1 – S1.7) (Services Staff Allowances) for that day.

(iii) To avoid doubt, an employee will not be entitled to the broken shift payment on a day where:

(A) the employee is engaged to work hours in accordance with multiple contracts (see clause 8.9 of this Agreement); and

(B) there is not an unpaid break greater than one hour between any of those hours worked on that day.

**S12.3.4 Uniforms**

Where an employer requires any employee to wear any special uniform, dress or clothing such shall be supplied by the employer and such employee shall be paid an allowance outlined in Schedule 1 – S1.7 per week unless such uniform, dress or clothing is laundered by the employer.

**S12.3.5 Board and Lodging**

The amounts which may be deducted from the wages when an employee is provided with board only or board and lodging shall be:

(a) Where full board and lodgings are made available to adult employees, and those lodgings are available for the employee's exclusive use 52 weeks of the year, the employer shall have the right to deduct from the pay of the employee residing on the premises an amount of \$95.50 per fortnight.

(b) Where lodgings only are made available to adult employees, and those lodgings are available for the employee's exclusive use 52 weeks of the year, the employer shall have



the right to deduct from the pay of the employee residing on the premises the sum of \$31.85 per fortnight.

- (c) In all cases the ratio of the value of board to that of lodging shall be 2 to one.
- (d) The value of board and lodging shall be increased or decreased by an amount equal to 23% of any increase or decrease in the federal minimum wage subsequently determined by the Fair Work Commission.
- (e) In the case of employees who do not reside on the employer's premises, a deduction may be made from their wages by the employer at the rate of 1/21st of the allowance for board calculated to the nearest cent for each meal supplied and consumed during the employee's spread of working hours. This paragraph (paragraph (e)) does not apply to meals supplied in accordance with clause S12.4.2 (d) of this Schedule.
- (f) Lodging rooms shall be fitted with adequate and appropriate heating and cooling appliances.
- (g) In the case of junior employees the employer may deduct half of the appropriate amount applicable to adult employees.

#### **S12.3.6 Mixed Functions**

Where an employee is required to perform work, which attracts a higher rate of pay, on any day that employee shall be paid as follows:

- (a) If such work is performed for four (4) or more hours on any day the employee will be paid the higher rate for the whole of the day.
- (b) If such work is performed for less than four (4) hours then the employee will be paid at the higher rate for four (4) hours.

#### **S12.3.7 Multiple Contracts**

Clause 8.9 (Multiple Contracts of Employment) of this Agreement prescribes the parameters under which an employee may be engaged for separate and distinct categories of work.

### **S12.4 Hours of Work, Breaks, Penalty Rates, Weekend Work and Overtime**

#### **S12.4.1 Hours of Work**

- (a) Ordinary Hours of Work
  - (i) Subject to clause S12.4.1 (c), the ordinary hours of work for all employees shall be an average of thirty-eight (38) per week, to be worked on one of the following bases:
    - (A) thirty-eight (38) hours within a work cycle not exceeding seven (7) consecutive days; or
    - (B) seventy-six (76) hours within a work cycle not exceeding fourteen (14) consecutive days; or
    - (C) one hundred and fourteen (114) hours within a work cycle not exceeding twenty-one (21) consecutive days; or
    - (D) one hundred and fifty-two (152) hours within a work cycle not exceeding twenty-eight (28) consecutive days.
  - (ii) The ordinary hours of work will be worked on not more than five (5) consecutive days in a week. The ordinary hours of work will be worked continuously, except for meal breaks.

- (iii) The ordinary working hours will be worked on the following days and between the following times:
  - (A) building and building maintenance employees, Retail employees: Monday to Friday inclusive, between 6.00 a.m. and 6.00 p.m.
  - (B) greenkeeping and Grounds employees: Monday to Sunday inclusive, between 5.30 a.m. and 6.00 p.m.
  - (C) Catering and domestic employees, Boarding House services employees, Employees driving motor vehicles and involved in associated duties: Monday to Sunday inclusive between 6.00 a.m. and 6.00 p.m..
  - (D) cleaners, caretakers, security employees: Monday to Sunday inclusive between 6.00 a.m. and 6.00 p.m.
- (iv) All employees will work their ordinary working hours in accordance with a roster. That roster will not be changed except by seven (7) days of notice. The roster shall be displayed in a conspicuous place or places accessible to the employees concerned.
- (v) The maximum number of ordinary hours of work shall not exceed ten (10) hours any day.
- (b) Working of thirty-eight (38) hour week
  - (i) The thirty-eight (38) hour week shall be worked in one of the following ways, most suitable to the particular employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:-
    - (A) by employees working less than eight (8) ordinary hours each day; or
    - (B) by employees working less than eight (8) ordinary hours on one or more days each work cycle; or
    - (C) by fixing one or more work days on which all employees will be off during a particular work cycle; or
    - (D) by rostering employees of on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
  - (ii) Subject to clause S12.4.1 (b) (i), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one (1) work day to be taken off during a particular cycle.
  - (iii) Notwithstanding any other provision clause S12.4.1 (b), where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of five (5) rostered days off. Where such an agreement has been reached, the accrued rostered days off shall be taken within twelve (12) calendar months of the date of which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (iv) When the ordinary working cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause S12.4.1 (b) (iii).
  - (v) Different methods of working of the thirty-eight (38) hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

- (vi) Ordinary hours for all employees shall be paid on the basis of not more than thirty-eight (38) per week, on an averaged basis according to the work cycle, notwithstanding that in excess of thirty-eight (38) ordinary hours may be worked to maximise leisure time off in accordance with this clause (clause S12.4.1 (b)).
- (c) Procedures for Enterprise Level Discussions
  - (i) The employer and all employees concerned in each establishment shall consult over the most appropriate means of working a thirty-eight (38) hour week.
  - (ii) The objective of such consultation shall be to reach agreement on the method of working the thirty-eight (38) hour week in accordance with clause S12.4.1 (b).
  - (iii) The outcome of such consultation shall be recorded in writing.
  - (iv) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
  - (v) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the thirty-eight (38) hour week is implemented or worked from time to time.
  - (vi) Upon giving seven (7) days of notice or such shorter period as may be mutually agreed upon, the method of working the thirty-eight (38) hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause S12.4.1.

#### **S12.4.2 Meal Breaks**

- (a) Employees are entitled to an unpaid meal break of between thirty minutes and one hour when they work for five or more hours on any one day. The meal break will be taken between the 4th and 6th hours from the commencement of work:

All work required during the recognised meal break shall be paid for at the rate of double time, such payment to continue until a meal break has commenced. Such meal break shall be of the duration prescribed for the ordinary hours of work by clause S12.4.1 (a).
- (b) Hot water shall be provided by the employer for meal breaks and rest pauses.
- (c) Employees who are required to continue working for more than one and a-half hours beyond their ordinary finishing time shall be entitled to take a thirty (30) minute paid meal break and shall be provided with an adequate meal by the employer or paid an allowance of \$9.60 in lieu thereof. Where an employee has provided a meal because of receipt of notice to work overtime and such overtime is not worked that employee shall be paid \$9.60 for any meal so provided.

#### **S12.4.3 Penalty Payments**

- (a) Weekend Work

Where ordinary hours of work are worked on a Saturday or Sunday, the following classes of employees will be entitled to the following penalty payments:

  - (i) greenkeeping and Grounds employees: Sunday – 100%
  - (ii) catering and domestic employees, Boarding House services employees, employees driving motor vehicles and involved in associated duties, Cleaners, caretakers, security employees: Saturday and Sunday – 50%

(b) Night Work

Where ordinary hours of work are worked during the times identified below, the following classes of employees will be entitled to the following penalty payments:

Cleaners, catering and domestic employees, Boarding House services employees, Security employees, employees driving motor vehicles and involved in associated duties: between 6 pm and 6 am – 15%, Monday to Friday inclusive.

**S12.4.4 Overtime**

- (a) All time worked in excess of or outside of the ordinary hours of work will be deemed overtime, except for work performed in accordance with clause S12.4.3 (Penalty Payments). Such hours may be compensated using either this clause (clause S12.4.4 Overtime) or clause S12.4.5 (Time Off In Lieu Of Overtime).
- (b) All overtime in any one day, except as otherwise provided, will be paid for at one and a half times the ordinary rate for the first three (3) hours and double time thereafter. All overtime worked on a Sunday will be at the rate of double time.
- (c) An employee recalled to work overtime after leaving the employee's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three (3) hours' work at the appropriate rate.
- (d) All overtime worked on a Saturday or on a Sunday shall be subject to a minimum payment as for two (2) hours worked for each occasion that an employee is required to attend for duty. This minimum payment shall not be applicable where overtime is worked continuously with ordinary working hours on a Saturday.
- (e) Where an employee is recalled from home to work overtime, the employee shall be paid for the time so worked at the rate of double time, with a minimum payment as for three (3) hours' work in respect of each such recall.
- (f) When calculating overtime payments, any part of a-half of an hour that is worked on any one day shall be paid for as a full half of an hour.
- (g) Where an employee has worked so much overtime between the termination of the employee's ordinary work on one day, and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten (10) consecutive hours off duty between those times the employee will be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, the employee will be paid double rates until the employee is released from duty for a period of ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**S12.4.5 Time Off in Lieu of Overtime**

- (a) An employee and an employer may agree that the employee will receive paid time off in lieu of overtime. Such an agreement must be recorded in writing.
- (b) Time off in lieu of overtime shall be at the equivalent of the number of hours of ordinary pay that the employee would have received for such overtime.
- (c) Accumulated time off in lieu of overtime shall be taken at a time mutually agreed between the employee and the employer, and within twelve (12) months of its accumulation. Time off in lieu of overtime may be banked to a maximum of thirty-eight (38) hours at any one time.

- (d) Where there is written agreement between an Industrial Organisation and the employer time off in lieu of overtime may be accrued for a period longer than twelve (12) months and/or a quantum in excess of thirty-eight (38) hours may be accrued.
- (e) Any accrued time off in lieu that is outstanding after twelve (12) months (in the absence of written agreement between the Industrial Organisation and the employer) or at the time of termination of employment, for any reason, by either party, shall be paid out at the employee's ordinary time rate of pay.

**Attachment 1 – 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	

Level 0	Level 1	Level 2	Level 3	Level 4
			evaluate information from a variety of sources.	
			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.
			delegation 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>		<p><b>Head Waiter</b></p> <p>Means an employee without relevant trade qualifications possessing skills and</p>	<p><b>Greenkeeper (Supervisor), Landscape Gardener (Supervisor)</b></p>

Level 0	Level 1	Level 2	Level 3	Level 4
	<ul style="list-style-type: none"> <li>i Undertaking general waiting duties; and</li> <li>ii Non-cooking duties in a kitchen or food preparation area.</li> </ul>		<p>performing duties beyond that of a Waiting – Food and/or Drink employee.</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> <ul style="list-style-type: none"> <li>i Responsibility for on-the-job training of kitchen staff of a lower level;</li> <li>ii Supervision of and responsibility for security of property and equipment; and</li> <li>iii Supervision of and responsibility for the security and conduct of students.</li> </ul>	<ul style="list-style-type: none"> <li>• presentation of written and/or verbal reports, general liaison with management.</li> <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</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> </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</li> </ul>

Level 0	Level 1	Level 2	Level 3	Level 4
	work in or about or in connection with any garage.		<ul style="list-style-type: none"> <li>• assists in chemical and other spraying, where required to hold an appropriate license.</li> <li>• completes basic records.</li> <li>• assists in the construction and installation of facilities and systems.</li> <li>• operates a specialised range of machinery e.g. greens, mowers, fairway units.</li> <li>• operates and/or maintains a wide range of turf machinery and equipment.</li> <li>• training and supervision of other employees and including apprentices.</li> <li>• construction of surfaces, gardens.</li> <li>• installation and maintenance of irrigation and drainage systems.</li> <li>• control and maintenance of stores and facilities.</li> <li>• stock control, record keeping.</li> <li>• plans the work programme in consultation with management.</li> <li>• trades maintenance of equipment.</li> </ul>	<p>any kind within a central station.</p> <ul style="list-style-type: none"> <li>• Keyboard operation to alter the parameters within an integrated intelligent building management and/or security system.</li> <li>• Co-ordinating, monitoring or recording of the activities of security officers utilising a verbal communications system within a central station.</li> <li>• May be required to perform the duties of security officers.</li> </ul>
<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</p>

Level 0	Level 1	Level 2	Level 3	Level 4
				buildings and/or building equipment and who may also perform the duties of a cleaner as required.
	<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> </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</p>	

Level 0	Level 1	Level 2	Level 3	Level 4
	<ul style="list-style-type: none"> <li>operates and/or maintains machinery.</li> <li>at a Golf Club - mark hazards, operates motorised bunker rake/slathers, etc.</li> <li>at a Sports Club - set out and mark fields for play.</li> <li>planting and maintaining trees and gardens.</li> <li>maintains simple records.</li> <li>assists in the maintenance of playing surfaces, including setting up of greens, top dressing, fertilising under supervision, seeding, turfing, coring and sprigging.</li> </ul>		<p>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>	
	<p><b>Static Security Guard</b></p> <ul style="list-style-type: none"> <li>Watch, guard or protect persons and/or Premises and/or property.</li> <li>Be stationed at an entrance and/or exit and whose principal duties include the control of movement of persons, vehicles, goods and/or property coming out of or going into Premises or property, including vehicles carrying goods of any</li> </ul>			

Level 0	Level 1	Level 2	Level 3	Level 4
	<p>description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and includes an area or door attendant or commissionaire in a commercial building.</p> <ul style="list-style-type: none"> <li>• Respond to basic fire/security alarms at the designated post.</li> <li>• In performing the duties referred to above, the security officer may be required to use electronic equipment such as hand-held scanners, walk-through detectors and simple closed circuit television systems utilising basic keyboard skills.</li> </ul>			
	<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>			

Level 0	Level 1	Level 2	Level 3	Level 4
	<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 a 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> </ul>			

Level 0	Level 1	Level 2	Level 3	Level 4
	iv Cooking duties below those of a trade level employee.			
<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,</li> </ul>			



Level 0	Level 1	Level 2	Level 3	Level 4
	which requires data input from the security officer.			
	<p><b>Cleaner using specialised equipment</b></p> <p>An employee performing the duties of a cleaner, who in addition is engaged for the greater part of the day or shift on any of following tasks, or a combination of those tasks:</p> <ul style="list-style-type: none"> <li>• Ordering supplies and receiving deliveries and/or being given the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments and/or an employee performing customer or public relations or other duties as required.</li> <li>• Carpet cleaning - operating equipment used in any or all of the following methods - powder systems or liquid shampoo systems or hot water injection and extraction systems</li> </ul>			

Level 0	Level 1	Level 2	Level 3	Level 4
	<p>(commonly called "steam cleaning").</p> <ul style="list-style-type: none"> <li>• Cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices.</li> <li>• Operating "Ride-On" powered sweeping machines.</li> <li>• Operating steam cleaning and pressure washing equipment on the exterior of buildings.</li> </ul>			
	<p><b>Retail employee</b></p> <p>An employee engaged in the reception, sale, or delivery by hand of any goods for sale by retail and/or for hire, wherever employed, and shall include all managers, heads of departments and section heads, salespersons, floor walkers, floor superintendents, floor supervisors, cash order and/or time-payment collectors, travellers, wireless salespersons, electrical goods and/or appliances salespersons, hearing aid</p>			

Level 0	Level 1	Level 2	Level 3	Level 4
	<p>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 shops automobile and/or</p>			

Level 0	Level 1	Level 2	Level 3	Level 4
	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

- A3.1 The allowances prescribed in Attachment 3 of this Schedule will be paid irrespective of the times at which work is performed and, unless specifically provided, will not be subject to any premium or penalty.
- A3.2 Where more than one of the allowances provides payment for disabilities of substantially the same nature, then only the highest of such rates will be payable.
- A3.3 Allowances with the exception of sub-clause (a) District Allowances are the allowances prescribed at the time of making this Agreement, such allowances will all be increased by the same percentages as wages in Schedule 1 – S1.7 of this Agreement.

(a) *District allowances*

The divisional and district parities (as described in Schedule - S1.11) for employees other than teachers shall be paid in addition to the employee's wages as prescribed in Schedule 1 – S1.7 (Wages, Salaries and Allowances) of this Agreement.

- (b) *"Wet work"* - When employees are required to work in any place where water is continually *dripping* so that their clothing becomes wet with water, or when they are required to work where there is water under foot so that the feet of the employees become wet.

This allowance will not be payable when protective clothing or boots are supplied.

When an employee is instructed by the employer or the employer's authorised representative to work in the rain and by so doing gets wet clothing, the employee will be paid double rates for all time so worked with a minimum of one hour.

Such payment will continue until such time as the employee finishes work or is able to change into dry clothing.

- (c) *"Leading hand"* - An employee, other than a plumber, appointed to be in charge of all other employees will be paid the additional amounts according to the number of persons in such employee's charge:

(i)	In charge of not more than 1 person
(ii)	In charge of 2 and not more than 5 persons
(iii)	In charge of 6 and not more than 10 persons
(iv)	In charge of more than 10 persons

Leading hand allowances referred to in sub-clause (e) (above) will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work, etc.

- (d) *"Leading hand plumber"* - A leading hand plumber in charge of other employees *will* be paid an allowance.

A "leading hand plumber" means a qualified plumber who has one or more employees under their control. Where the employer is not a licensed plumber, the plumber in charge of the work will be deemed to be a leading hand plumber.

- (e) *"Labourers mixing wet concrete or compo"* - Labourers employed mixing or depositing wet concrete or any labourer employed mixing compo for bricklayers or plasterers will be *paid* an allowance.

- (f) *"Work in excessive heat"* - An employee when working for more than one hour in the shade in *places* where the temperature exceeds the temperatures specified in Schedule 1 – S1.7 will receive an allowance.

Where the work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius, an employee will also be entitled to 20 minutes' rest after every 2 hours' work without deduction of pay. The temperature will be decided by the representative of the employer after consultation with the employee who claims the extra rate.

(g) "Asbestos"

- (i) Employees required to use material containing asbestos or to work in close proximity to employees using such materials will be provided and will use all necessary safeguards as required by the *Workplace Health and Safety Act 2011 (Queensland)* and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees will be paid an allowance whilst so engaged.
- (ii) The following will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Schedule.

Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as varied from time to time, for the safe demolition/removal of asbestos based materials.

Without limiting the effect of the above provision, any person who carried out asbestos eradication work will do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

In addition to the rates prescribed in Schedule 1, an employee engaged in asbestos eradication (as defined) will receive an allowance in lieu of all special rates, except those for hot work, cold work, swing scaffold, and second hand timber.

Respiratory protective equipment, conforming to the relevant parts of the Australian Standard 1716 "*Specification for Respiratory Protective Devices*" will be worn by all personnel during work involving eradication of asbestos.

- (h) "Dirty work" - An employee engaged on unusually dirty work to which no other allowance applies will be paid an allowance.
- (i) "Tool allowances" - Tool allowances will be paid in addition to the ordinary rates to the tradespersons set out in Schedule 1 when using their own tools:

Carpenter and/or Joiner
Plumber
Plasterer and Tiler
Bricklayer
Waterproofer
Signwriter, Painter, Glazier
Licensed Drainer

These allowances will not be paid while the employees are absent on annual leave.

- (i) The maximum list of tools to be supplied by glaziers when required to use such tools in their employment will be as follows:
  - (A) Two putty knives (one facing, one stripping), 12 mm wood chisel, light claw hammer, pair of pincers, duster nail punch, hacking knife, heavy claw hammer, 1 metre folding rule, one pair of 250 mm snips.
  - (B) A glazier employed other than in a joinery shop will supply in addition to the above the following:

Medium screwdriver; heavy punch; centre punch; prick punch; broad knife; marking line (20 metres); one three metre steel tape.

- (ii) The employer will be required to provide the following tools and appliances where necessary:

Chain wrenches, pipe cutter, plumbing irons, ratchets, stocks and dies, taps and drills, vices, soldering iron file, and hacksaw blades, hammers over .9 kilos in weight, pinch bars, and all pipe tongs 300 mm and over in length, chamois leather, gilding tip, gilding knife, gilding brush, signwriter's mop, dagger liner, sponge, pliers, claw hammer, screw driver, stripping knife, large compass, duster, perspex square, tracing wheel, sign t-square, cutter, glass cutters and putty knife.

- (j) *"Explosive powered tools"* - Employees required to use explosive powered tools will be paid an allowance for each day such tool is used.
- (k) *"Certificate allowance"* - A tradesperson who is the holder of a scaffolding *certificate* or rigging certificate issued by the Division of Workplace Health and Safety and Office of Industrial Relations and is required to act on that certificate whilst engaged on work requiring a certificated person will be paid an allowance.

## **SCHEDULE 13 CONDITIONS OF EMPLOYMENT FOR BOARDING SCHOOLS SUPERVISION STAFF**

### **S13.1 Application and Operation**

- S13.1.1 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.
- S13.1.2 Teachers (other than full-time) who, in addition to their teaching at the school, have a role in boarding may voluntarily apply to enter into a separate and distinct contract of service.
- S13.1.3 Other employees who, in addition to their role at the school, have a role in boarding may voluntarily apply to enter into a separate and distinct contract of service. Any such separate and distinct engagements are to be made in accordance with the provisions of clause 8.9 (Multiple Contracts of Employment) of this Agreement.
- S13.1.4 Basis of Employment – Averaging or Non-Averaging
- (a) The primary basis of the employment of employees covered by this Schedule will be that their hours of work are averaged across a year. The provisions of this Schedule, with the exception of clause S13.19, will apply to such employees.
  - (b) An employee may, by mutual agreement, be employed on the basis that their hours of work are not averaged across a year. That agreement by the employee and the employer will be recorded in writing.
  - (c) The provisions of clause S13.19 will apply where it is mutually agreed that the employee's hours of work are not averaged across a year.
- S13.1.5 This Schedule does not apply to:
- (a) Employees who are full-time teachers who, in addition to their teaching at the school, have a role in boarding (see clause 7.11.4 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 12 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.
- S13.1.6 No Diminution
- Existing employees shall not have their current entitlements, conditions, contract of employment or salary reduced by the coming into effect of this Schedule.

### **S13.2 Definitions**

- S13.2.1 *"Agreement"* means the Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2019-2023 to which this Schedule is attached.
- S13.2.2 *"Boarding School"* means any School covered by this Agreement, which provides board and lodging to primary and/or secondary students.

### **S13.3 Classifications**

- S13.3.1 The employing authority shall determine the quantum and composition of Boarding School Supervision staff appointments made.
- S13.3.2 It is not required or envisaged that every boarding school has an employee appointed at each classification of employment.



S13.3.3 Appointments shall be made to the relevant classification with reference to the responsibilities and typical duties outlined as part of the descriptions below at clauses S13.3.1 to S13.3.4 inclusive.

S13.3.4 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.

S13.3.5 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).

Obtaining and maintaining a current bus licence may be a requirement at this classification level.

- (e) provision of supervision of meals and meal times. This will be carried out under general guidance.
- (f) liaison with parents as the need arises and as provided for in existing School policy.
- (g) reception duties including basic administration, distribution and posting of mail, provision of phone cards, stamps etc. 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.

S13.3.6 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 employing authority, obtain and maintain a current bus licence.

**S13.3.7 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 employing authority, obtain and maintain a current bus licence.

**S13.4 First Aid Certificate**

**S13.4.1 First Aid Certificate**

- (a) Where the employer requires a Boarding School Supervision staff member to hold a current First Aid Certificate, the employer will reimburse enrolment fees and subsequently course fees associated with both obtaining and maintaining a First Aid certificate.
- (b) Notwithstanding the provision in S13.4.1 (a) above, where new employees are required to hold a current First Aid Certificate as a condition of their employment, the course fees and time associated with obtaining that certificate is the responsibility of the new employee.

**S13.4.2** The time required to obtain and maintain the First Aid certificate shall constitute paid work time.

**S13.4.3** The First Aid qualification obtained or maintained by the Boarding School Supervision staff member must include proficiency in Cardio Pulmonary Resuscitation (CPR) and anaphylactic response, consistent with within Qld Health Department requirements regulations, in order for the employer to pay reimbursement of course fees incurred.

**S13.4.4** Where the Boarding School Supervision staff member is a designated First Aid Officer, an allowance is also payable in accordance with Schedule 1 – S1.8 of this Agreement.

**S13.5 Bus Licence**

- S13.5.1 Where the employer requires an existing Boarding School Supervision staff member to hold a current bus licence, the employer will reimburse course fees associated with both obtaining and maintaining such a licence. The time required to obtain and maintain a current bus licence shall constitute paid work time.
- S13.5.2 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.
- S13.5.3 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.

**S13.6 Types of Employment**

**S13.6.1 Full-time Employment**

A full-time employee is an employee who is engaged to work thirty-eight (38) hours per week, pursuant to clause S13.10 – Hours of Work of this Schedule.

**S13.6.2 Part-time Employment**

*Clause S13.6.2 applies to employees whose hours are averaged over a year.*

- (a) A part-time employee is an employee who is engaged to work less than thirty-eight (38) ordinary hours per week and who has reasonably predictable hours of work.
- (b) A part-time employee shall be paid an hourly rate of 1/38th of the weekly rate for the employee's classification.
- (c) A part-time employee shall be entitled, on a pro rata basis, to annual leave, personal/carer's leave, and long service leave as specified in this Agreement.
- (d) At the point of engagement, the employer and part-time employee will agree on the number of hours to be worked by the employee.
- (e) The hours of work of a part-time employee will be aggregated and averaged in a cyclic roster in accordance with clause S13.9.2 of this Schedule.
- (f) The actual number of hours worked each day, days of the week the employee will work, the number of weeks in the school year the employee will work and the starting and finishing times each day will be as provided in the roster/s made available and administered in accordance with clause S13.10.

**S13.6.3 Casual Employment**

- (a) A casual employee is an employee engaged as such.
- (b) A casual employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification plus twenty-five per cent (25%).
- (c) A casual employee will be engaged and paid for a minimum of two (2) hours for such engagement.
- (d) A casual employee must be paid at the termination of each engagement, or fortnightly in accordance with the employer's usual payment cycle.

**S13.7 Board and Lodgings**

*For Employers other than Cairns Diocese*

S13.7.1 For employers other than Cairns Diocese, board and lodging shall be provided to those boarding school supervision staff who perform up to ten (10) hours supervisory duty in any one (1) week.

*For Cairns Diocese*

S13.7.2 The following applies to Cairns Diocese:

- (a) 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.
- (b) 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.
- (c) A written agreement entered pursuant to clause S13.7.2 must not have the effect of contravening [section 326 of the Fair Work Act 2009](#).
- (d) For the purposes of S13.7.2, "board and lodgings" includes when an employer may provide lodgings without meals (other than meals required by clause S13.14 when the employee is on duty during meal times).

**S13.8 Wages and Wage Related Matters**

S13.8.1 All employees to which this Schedule applies shall be classified according to the structure set out in clause S13.3 - Categories of Employment.

S13.8.2 Minimum Wage Rates

- (a) The minimum rates applicable to Boarding Supervisors are those prescribed by Schedule 1 – S1.8 Table 1.
- (b) The rates identified in Schedule 1 – S1.8 Table 2 are the minimum rates to which the parties aspire as the general minimum rates for Boarding Supervisors. To that end discussions will occur during the during the life of this Agreement regarding the capacity of all Boarding Schools to pay the rates identified in Schedule 1 – S1.8 Table 2.
- (c) The rates identified in Schedule 1 – S1.8 Table 2 will be the minimum rates prescribed by this Agreement for a particular Boarding School where the employing authority for that school and the IEUA enter into an exchange of letters to that effect. Upon such exchange of letters occurring, the rates in Schedule 1 – S1.8 Table 2 become an enforceable term of this Agreement.
- (d) Where an employer is currently paying a rate or rates higher than those identified in Schedule 1 – S1.8 Table 2, it is an enforceable term of this Agreement that the employer will continue to pay such higher rates and that the employer will adjust such higher rates in line with the wage increases prescribed by this Agreement. The actual rates being paid will be recorded in an exchange of letters between the respective employing authority and the IEUA.
- (e) Where an employer pays a rate or rates which are higher than those identified in Schedule 1 – S1.8 Table 1, but not those identified in Schedule 1 – S1.8 Table 2, it is an enforceable term of this Agreement that the employer will adjust such rates in line with the wage increases prescribed by this Agreement. The actual rates being paid will be recorded in an exchange of letters between the employing authority and the IEUA.

- S13.8.3 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 S13.10.2 of this Schedule.
- S13.8.4 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 S13.8.4 (a) and S13.8.(b) and receive the payment identified in S13.8.4 (c).
- (a) Multiply the number of ordinary rostered hours worked x the ordinary hourly rate applicable at the time.
  - (b) Total the amount of money paid to the employee for ordinary hours of work over the period of the employment.
  - (c) Where the amount identified in S13.8.4 (a) is greater than the amount identified in S16.8.4 (b), the employee will receive, in addition to any other entitlements due, a payment equal to the difference between these two amounts.
- S13.8.5 Where an employee is required to sleep overnight at the boarding school that employee will be paid an allowance outlined in Schedule 1 – \$1.8 per occasion. In addition, such an employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee. This clause (clause S16.8.5) is subject to clause S13.8.7.
- S13.8.6 Where an employee is required to perform work during a sleep over period, that employee will be paid for such work at the rate of time and a half with a minimum payment as for thirty (30) minutes worked per occasion. Such work will not be counted for the purpose of determining “ordinary hours” as prescribed by clauses S13.10.2 to S13.10.8. This clause (clause S13.8.6) is subject to clause S13.8.7.
- S13.8.7 Boarding School Supervision staff who are provided with reasonable accommodation and food, for their exclusive use for fifty-two (52) weeks of the year at no cost to the employee, will not receive the additional payment provided in clause S13.8.5 and clause S13.8.6.
- S13.8.8 All accommodation provided for employees must include adequate facilities to ensure the safety and welfare of employees.

**S13.9 Employee Undertaking Higher Level Duties in an Acting Capacity**

- S13.9.1 An employer may direct an employee to perform duties applicable to a classification higher than their current classification.
- S13.9.2 Where the employee performs such duties the employee will be paid the rate of pay applicable to the higher classification.
- S13.9.3 This clause shall apply where an employee is directed to perform higher level duties for four (4) weeks or more.

**S13.10 Hours of Work**

*Clause S13.10 applies to employees whose hours are averaged over a year.*

- S13.10.1 The maximum ordinary hours of work will be thirty-eight (38) hours per week.
- S13.10.2 The ordinary hours of work will be averaged over a period of time not exceeding one year. A full-time boarding employee’s annual roster of hours will be calculated as follows:

Maximum Hours	1976 (52 week x 38 hours/week)
Less Annual Leave	152 (4 weeks x 38 hours/week)
Maximum Rostered Hours per annum	1824

For the purposes of this clause, the number of weeks in a school year (variable X) is calculated as:

Number of weeks in Term 1 + Number of weeks in Term 2 + Number of weeks in Term 3 +  
Number of weeks in Term 4 = X

$1824 \div X = Y$

*For example: If the number of weeks in a particular school year is thirty-eight (38), the formula would be  $1824 \div 38 = 48$ . Therefore, a full-time boarding employee may be rostered to work up to 48 hours per week over thirty-eight (38) weeks.*

S13.10.3 An employee will not be rostered to work more than the ordinary hours in any one week. (Note that the number of ordinary hours cannot be more than variable Y in the preceding clause S13.10.2).

S13.10.4 The ordinary hours of work shall be worked on no more than five days in any seven days (Monday to Sunday). Wherever practicable, an employee will receive two consecutive days off.

S13.10.5 The maximum number of ordinary hours which can be worked on any one day is ten (10).

S13.10.6 The ordinary hours of work on a day will be worked within a span of sixteen (16) hours from initial commencing time to final ceasing time.

S13.10.7 The ordinary hours of work on a day will be worked in no more than two periods

S13.10.8 An employee must have at least ten (10) consecutive hours off duty between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day. However, the number of hours off duty may be reduced to eight (8) by mutual agreement.

### **S13.11 Rostering**

S13.11.1 The employer will produce a roster showing the normal starting and finishing times and the name of each employee. This roster will be displayed in a place conveniently accessible to the employees. The term roster (or semester roster, at the election of the employer) will be prepared and displayed at least seven (7) days before the commencement of the term.

S13.11.2 A roster may be altered by the employer by giving seven (7) days' notice, or where mutually agreed between the employer and the employee, the roster may be altered at any time.

S13.11.3 Notwithstanding clause S13.11.1 and S13.11.2 above, an employee's roster cannot be changed where it would result in the employee becoming ineligible for payment on a public holiday, in circumstances where the employee would otherwise have been rostered to work on that day, other than at the election of the employee.

### **S13.12 Overtime and Time off in Lieu**

S13.12.1 The employer may require an employee to work reasonable additional hours.

S13.12.2 Where an employee is required to work outside or in excess of the ordinary hours permitted by clauses S13.10 (Hours of Work) and S13.19 (Provisions Applicable To Employees Who Are Employed On The Basis That Their Hours Of Work Are Not Averaged Across A Year) of this Schedule, overtime shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter on any one day.

S13.12.3 Where requested by an employee, and agreed by the employer, time off (equivalent to the quantum of overtime worked) in lieu of payment may be provided.

### **S13.13 Public Holidays**

Clause 6.16 (Public Holidays) of this Agreement shall apply to Boarding School Supervision staff.

**S13.14 Provision of Meals**

S13.14.1 An employee who is required to be on duty during meal times will be entitled, at no cost to the employee, to the meal provided to the school boarding students.

S13.14.2 Meals supplied to employees shall be of good quality and of sufficient quantity, and shall include for employees morning and afternoon tea.

**S13.15 Provision of Accommodation**

Reasonable accommodation means living quarters, light, heating and cooling, which is available to the employee for their exclusive use.

**S13.16 Provision of Laundry Facilities**

Where board and residence are provided for employees, the employer shall permit any of the employees the use of the laundry equipment necessary for the employee to launder their own clothes, free of cost.

**S13.17 Formative Appraisal**

S13.17.1 A process of self-appraisal and validation provides an occasion to identify strengths and opportunities, set goals and identify professional development needs.

S13.17.2 In consultation with Boarding Schools Supervision Staff, the employing authority may develop, implement and periodically review a process of validated self-appraisal.

S13.17.3 Where appropriate, such formative appraisal process shall take into account the needs of staff in individual schools.

S13.17.4 The formative appraisal process will be based upon principles detailed in Schedule 8 of this Agreement.

**S13.18 Professional Development**

S13.18.1 Employing authorities recognise and affirm the value of Boarding Schools Supervision Staff undertaking professional development relevant to the performance of their work role and duties.

S13.18.2 Clause 10.3 (Professional Development) of this Agreement applies to Boarding Schools Supervision Staff.

S13.18.3 The Principal and Boarding Schools Supervision Staff accept a joint responsibility for the negotiation of a program of relevant professional development linked to the appraisal outcomes, the school goals and the development/renewal plan.

S13.18.4 A professional development plan will be jointly developed between the Boarding Schools Supervision Staff member and their supervisor. This plan will be implemented within the employing authority's resource capacity.

S13.18.5 As part of the school's professional development program and consistent with the professional development guidelines, all employees are entitled to apply to undertake relevant professional development activities. Costs and release time involved in attending such professional development shall be covered in accordance with the school's professional development guidelines.

S13.18.6 Where professional development is required by the employing authority for Boarding Schools Supervision Staff outside ordinary working time, the employee will be granted time in lieu for the equivalent hours taken at a mutually convenient time or receive payment at ordinary hours.

S13.18.7 Information relevant to professional development will be made available to Boarding Schools Supervision Staff through the induction process.

**S13.19 Provisions applicable to employees who are employed on the basis that their hours of work are not averaged across a year**

S13.19.1 This clause (clause S13.19) will apply to employees who are employed on the basis that their hours of work are not averaged across a year.

**S13.19.2 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. The Ordinary hours will be worked on no more than five days of the week. Wherever practicable, an employee will receive two consecutive days off.
- (b) The maximum number of ordinary hours which can be worked on any one day is ten (10).
- (c) The ordinary hours of work on a day will be worked within a span of sixteen (16) hours from initial commencing time to final ceasing time.
- (d) The ordinary hours of work on a day will be worked in no more than two periods.
- (e) The employee must have at least ten (10) consecutive hours off duty between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day. However, the number of hours off duty may be reduced to eight (8) by mutual agreement.

**S13.19.3 Payment or Banking of Additional Ordinary Hours**

- (a) Where an employer authorises additional hours to be worked by an employee (and the employee agrees to work those additional hours) beyond the employee's normal starting and finishing times, but within ordinary hours of work, prescribed in clause S13.10 of this Schedule, these hours will be either:
  - (i) Paid for at ordinary rates, or
  - (ii) Banked where this is agreed with the employer.
- (b) Where an employee banks hours in accordance with clause S13.19.3 (a)(ii), those banked hours must be availed of during school vacation periods except where the employing authority, at the request of the employee, approves that the accrued hours be taken at alternative times. The banked hours shall be paid at the ordinary time rate.
- (c) All employees shall have a zero balance of banked hours at the beginning of each twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked hours not taken prior to the completion of each twelve-month cycle will be paid at the employee's ordinary time rate.

If the boarding house employee requested and the employer agreed for the extra hour worked outside the normal roster to be 'banked', the Boarding House employee would receive an extra hour of pay in the school holiday period of their choice within that same calendar year.
- (d) On resignation, employees must avail themselves of any banked hours prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of banked hours, these banked hours shall be paid to the employee at the employee's ordinary time rate no later than the date of the next full pay period after termination.

**S13.19.4 Payment or Banking of Overtime Hours**



- (a) Except as provided in clause S13.19.4 (b), all time worked outside of or in excess of the hours prescribed in clause S13.19.2 of this Schedule shall be paid for at the rate of time and one-half for the first three (3) hours on any one day and double time thereafter.
- (b) A boarding house employee who has worked overtime hours at the employer's request may instead of the payment of overtime choose to 'bank' time, for later payment during a school holiday period(s) in the same calendar year. In such circumstances clauses S13.19.4 (c) to S13.19.4 (f) apply.
- (c) Where an employee chooses to 'bank' overtime one hour worked will result in one hour of paid time in a school holiday period.
- (d) Banked overtime must be availed of during a vacation period except where the employing authority, at the request of the employee, approves that the banked overtime hours be taken at alternative times.
- (e) All employees shall have a zero balance of banked overtime at the beginning of each twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked overtime not taken prior to the completion of each twelve-month cycle will be paid to the employee at the rate of time and one half.
- (f) On resignation, employees must avail themselves of any banked overtime prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of banked overtime, this banked overtime shall be paid to the employee, at the rate of time and a half, no later than the date of the next full pay period after termination.

S13.19.5 Payment of Wages

Employees subject to this clause (clause S13.19) will be paid only for the time worked and will not, subject to clauses S13.19.3 and S13.19.4, be paid for school vacation periods.

S13.19.6 Types of Employment

An employee may be employed in accordance with the "*Types of Employment*" prescribed in clause 3.1 of this Agreement. Further, the provisions of clauses 3.2 to 3.6 and Schedule 10 will apply to those respective types of employment.

S13.19.7 Other Conditions of Employment

Clauses S136.1, S13.2, S13.3, S13.4, S13.5, S13.8, S13.9, S13.11, S13.13, S13.14, S13.15, S13.16, S13.17, and S13.18 of this schedule will apply to employees covered by this clause (clause S13.19).

## SCHEDULE 14 CHILDREN'S SERVICES

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

### S14.1 PART 1 - APPLICATION AND OPERATION

#### S14.1.1 Definitions

- (a) "*Assistant Director*" means an employee appointed as such who is approved in terms of the relevant legislation to have charge of the Centre in the absence of the Director.
- (b) "*Broken Shift*" means a shift of work performed by employees in the Outside School Hours Care Program which is broken into not more than two (2) periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour.
- (c) "*Education and Care Legislation*" means the *Education and Care Services National Law (Queensland) Act 2011* and the Education and Care Services National Regulations as amended from time to time and any predecessor legislation where relevant or consequential amendments.
- (d) "*Children's Services Worker*" means an employee who is engaged in the provision of child care within a Centre and/or who is engaged in functions in or in connection with the general operation of the Centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the Centre (internal and external) to the standards required by the employer.
- (e) "*Centre Based Care*" means care for children in a centre as defined in the *Education and Care Legislation*.
- (f) "*Assistant Children's Services Worker - Unqualified*" - means an employee who:
  - (i) has successfully completed Year 12 at Secondary School; or
  - (ii) on the day the person is first employed as an assistant, is at least seventeen (17) years of age and is undertaking, or has completed a Child Care Practice Certificate at a College of Technical and Further Education.

An assistant who is not an adult must be supervised by an appropriately approved Group Leader.

Duties would include, but not be limited to, some or all of the following:

- (A) assist in the implementation of the early childhood program under supervision;
- (B) implement daily routine;
- (C) ensure the health and safety of the children in their care;
- (D) give each child individual attention and comfort as required;
- (E) work in accordance with the licensing requirements of *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 and parents;
- (vii) to establish and maintain liaison with other agencies in the community (as required);
- (viii) to maintain the Centre's records;
- (ix) recruit staff in consultation with the Manager/Owner or Licensee of the Centre;
- (x) to keep day-to-day accounts and handle clerical administrative matters;
- (xi) ensure that the Centre or Service adheres to all relevant Regulations;
- (xii) formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- (xiii) all of the duties of an Assistant Director;
- (xiv) administer first aid to the level of their competency when appropriate.

#### S14.1.2 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.

#### S14.1.3 Coverage

- (a) This Schedule shall apply to persons engaged in the callings and classifications set out in this Schedule, who are employed at or in Child Care Centres as defined in the *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 as per clause S14.1.3 (b) within Queensland, for whom classifications and rates of pay are herein prescribed, and to their respective employers. Subject to clause S14.1.2 (c) no other Schedule shall apply.
- (b) Without limiting the scope of coverage, this Schedule shall apply to employees engaged in the provision of long day care, sessional care, occasional care, vocational care, adjunct care, respite care, emergency care, before and after school hours care and extended hours care of children as defined in the *Education and Care Legislation*.

- (c) This Schedule will not apply to:
  - (i) persons who are in holy orders or who are members of a recognised teaching order;
  - (ii) persons whose service is voluntary and whose service is covered by an exchange of letters between the employer and the volunteer; and
  - (iii) students on work experience or placement.
- (d) Partial Exemption
  - (i) This clause does not apply to employees in outside school hours care or vacation care programs.
  - (ii) An employee (classified at or below the level of Director - 1 Year Qualified Year 1) who agrees in writing with the employer to be paid at a rate not less than twenty-five per cent (25%) above the classification level of Director - 1 Year Qualified Year 1, will be exempt from the provisions of clauses S14.2.2 and S14.4 of this Schedule. An employee classified at the level of Director - 1 Year Qualified Year 2 and above who agrees in writing with the employer to be paid at a rate not less than twenty-five per cent (25%) above the appropriate classification level, will be exempt from the provisions of clauses S14.2.2 and S14.4 of this Schedule.

#### S14.1.4 Area of Operation

For the purpose of this Schedule, the Divisions and Districts will be as follows:

- (a) Divisions
  - (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
  - (ii) Mackay Division - That portion of the State within the following boundaries - commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
  - (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.
- (b) Districts
  - (i) Northern Division - Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
  - (ii) Northern Division - Western District - The remainder of the Northern Division.
  - (iii) Southern Division - Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.
  - (iv) Southern Division - Western District - The remainder of the Southern Division.



**S14.1.5 Parties Bound**

This Schedule is legally binding on the employers and employees as prescribed in clause S14.1.1 and any union eligible to represent those employees.

**S14.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

**S14.2.1 Contract of Employment**

- (a) Employees covered by this Schedule shall be advised in writing of their employment category upon appointment.
- (b) Employment categories are:
  - (i) full-time;
  - (ii) part-time (as prescribed in clause S14.2.5); or
  - (iii) casual (as prescribed in clause S14.2.6).

**S14.2.2 Mixed Functions**

- (a) Where an employee is approved in accordance with the relevant legislation to perform a higher duty, and when approved and called upon by the employer to perform that higher duty for four (4) hours or longer per day, such employee will be paid the rate of pay attaching to the higher duty for the actual time worked.
- (b) Provided that clause S14.2.2 will not apply to Assistant Directors who are acting as the Director of a Child Care Centre:
  - (i) whilst the Director is temporarily absent; or
  - (ii) in cases where there is no Director employed, for a maximum period of six (6) weeks.

**S14.2.3 Employee Duties**

- (a) Extended Duties
  - (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Schedule, provided that such duties are not designed to promote deskilling.
  - (ii) An employer may direct an employee to carry out such duties and use such resources and equipment as may be required, provided that the employee has been trained in the use of such resources and equipment.
  - (iii) Any direction issued by an employer pursuant to clauses S14.2.3 (a) (i) and S14.2.3 (a) (ii) will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

**S14.2.4 Full-Time Employment**

A full-time employee is one who is engaged by the week in accordance with the provisions of this Schedule.

**S14.2.5 Part-Time Employment**

- (a) A part-time employee is a weekly hired employee who is engaged to work a constant number of hours per week which is less than thirty-eight (38) hours per week on not more than five (5) days of the week within the ordinary hours prescribed in clause S14.4.1 of this Schedule. Except as hereinafter provided, all conditions provided for permanent full-time employees shall apply to part-time employees on a pro rata basis.

- (b) Part-time employees may be employed with a minimum single period of daily attendance of two (2) hours.
- (c) The ordinary hours of work for a part-time employee may be altered by mutual agreement recorded in writing. In such cases part-time employees may work up to ten (10) hours per day, without the payment of overtime. The additional hours so worked will be taken into account in the pro rata calculation of entitlements.
- (d) Except in the case of clause S14.2.5 (c), a part-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment will be paid overtime in accordance with clause S14.4.2.
- (e) Part-time employees will be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Schedule for the classification under which they are engaged.
- (f) A part-time employee will be required to complete a minimum of 1,000 hours of service from the time of their first appointment or their previous increment date before being eligible for their next increment. Such increment will become payable at the expiration of 1,000 hours service or twelve (12) calendar months, whichever will occur later, and the increment date will be adjusted if necessary.

#### S14.2.6 Casual Employment

- (a) A casual employee is an employee engaged and paid as such but will not include:
  - (i) an employee working thirty-eight (38) ordinary hours per week; or
  - (ii) an employee who is engaged to work a regular, predetermined number of ordinary hours, in excess of thirty-three (33) hours each week; or
  - (iii) an employee defined as a part-time employee in accordance with clause S14.2.5 (Part-Time Employment)

Provided that:

- (A) for the purposes of relieving other employees on approved leave or rostered days off, a casual employee may work the ordinary rostered hours of the employee on such leave.
  - (B) for the purposes of performing duties of a temporary nature including, but not limited to vacation care, a casual employee may work up to 38 hours per week.
- (b) The rate of payment to casual employees will be 1/38th of the appropriate weekly wage for the class of work they are engaged upon plus a twenty-five per cent (25%) loading. Prior to 1 January 2013 the casual loading applicable was twenty-three per cent (23%).
- (c) A casual employee will be engaged for a minimum period of two (2) hours' work or receive a minimum payment for two (2) hours per engagement.
- (d) The employment of a casual employee may be terminated by one hour's notice by either side or payment or forfeiture of one hour's pay as the case may be.
- (e) The provisions of clause S14.2.6 (a) (ii) relating to the maximum ordinary hours per week will not apply to those casual employees engaged as at 1 September 1993 who were working in excess of thirty-five (35) hours per week and who agreed in writing to continue to work those hours per week.

#### S14.2.7 Term-Time Employment - Outside School Hours Care

- (a) Clause S14.2.7 applies only to employers who operate facilities to specifically provide Outside School Hours Care, and to employees who are specifically engaged under their

contract of employment to provide Outside School Hours Care, and this is the primary purpose of their engagement.

- (b) An employee who consents to such an engagement, may be classified as a term-time employee. The employee's consent to be classified as a term-time employee is to be genuine and in writing and a copy of the written agreement is to be maintained with relevant time and wages records.
- (c) A term-time employee is an employee engaged to work only those weeks of the year deemed to coincide with the provision of primary education to school children in a school setting.
- (d) All entitlements for term-time employees are no less than those for their non-term-time counterparts, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- (e) Non-engaged periods count as service and employment for the purposes of the accrual of paid leave for annual leave, personal leave and wage increments, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- (f) Where a public holiday falls on a day upon which an employee normally works during term time or any public holiday falling on their annual leave, the employee shall be paid at the ordinary hourly rate for the number of hours that would ordinarily be worked by the employee on that day.

#### S14.2.8 More Than One Engagement - OSHC and Vacation Care

- (a) Clause S14.2.8 applies only to employers who operate facilities to specifically provide Outside School Hours Care and/or Vacation Care, and to employees who are specifically engaged under their contract of employment to provide Outside School Hours Care and/or Vacation Care, and this is the primary purpose of their engagement.
- (b) A part-time employee may be engaged on a casual basis for duties in a separate engagement under this Schedule provided that such engagement satisfies the following criteria:
  - (i) this arrangement is subject to mutual agreement between the employee and employer. Such agreement is to be recorded in writing and maintained with relevant time and wages records;
  - (ii) an employee who elects to take a casual engagement is to be required to work no more than thirty-eight (38) hours in any one (1) week;
  - (iii) the work required to be performed in the separate engagement may be consistent with the usual job description of the employee concerned;
  - (iv) the work required to be performed in the separate engagement does not interfere with the employee's original contract of employment;
  - (v) the work required to be performed in the separate engagement is not designed to avoid overtime obligations;
  - (vi) the separate engagement enables the employee to obtain additional hours and/or remuneration; and
  - (vii) employment on a casual basis performed during the separate engagement does not break the continuity of service of an employee.
- (c) Where the casual engagement requires an employee to travel a distance in excess of that travelled to the usual workplace the employee must be:
  - (i) paid for such excess time as for other work; and

- (ii) either paid the amount prescribed in clause S14.3.2 (b) or be provided with transport by the employer to the workplace.

#### S14.2.9 Equal Employment Opportunity

The employers respondents to this Schedule are equal employment opportunity employers. Accordingly, they undertake to comply with all relevant legislation. Further, the employers undertake to develop and implement a uniform policy and practice, consistent with the provisions of the *Education and Care Services National Legislation*, that reflects their commitment to equal employment opportunity.

### S14.3 PART 3 - WAGES AND WAGE RELATED MATTERS

#### S14.3.1 Classifications and Wage Rates and Allowances

##### (a) Wage rates

The minimum weekly rates of pay for employees in the Southern Division, Eastern District working in Other Than Outside School Hours Care and Vacation Care will be as set out in Schedule 1 – S1.9 (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 - Employees will be entitled to annual salary increments as specified in clause S14.3.1 (a), being subject to increments for part-time and casual employees in accordance with clause S14.2.5 (f) for their appropriate classification. All employees will receive increments in salary according to the scale of salaries under this Schedule up to the maximum rate, subject to satisfactory conduct, diligence and efficiency.
- (ii) Accumulation Toward Increments (other than teachers) - For the purpose of the introduction of the incremental salary scale years of service will begin to accumulate from 1 September 1991.
- (iii) Continuous Service - For the purpose of determining the incremental level within a classification, total continuous service within the child care industry as defined in the *Education and Care Services National Legislation* or in a kindergarten or other child care centre as defined in the *Education and Care Services National Legislation* within Australia, will be counted effective from 1 September 1991. Employees moving from one (1) classification level up to another will commence on the first year of service rate of that higher classification.

- (iv) Disputes re Incremental Level - Any dispute relating to appropriate incremental level will be referred in the first instance to the Joint Validation Committee as defined in clause S14.1.1 (Definitions).
- (v) Credit for Previous Experience –
  - (A) An employee who has been away from the Child Care Industry for three (3) years or less will return at the same level of experience at which the employee was at when leaving the industry.
  - (B) For any absence of three (3) years or part thereof over and above the period of three (3) years referred to in clause S14.3.1 (v), one year will be deducted from the actual years of experience fulfilled.
  - (C) A teacher on a second or subsequent engagement will be given full credit for previous experience in any educational institution, crèche or child care centre for which the required qualification is a kindergarten teacher's diploma or the equivalent (within Australia).
  - (D) Following termination of employment for any reason an employer will, upon demand, supply to a former employee a certificate of service, in writing, which certificate will amongst other things, specify the period of service of such employee and the classification level at which such employee was employed from time to time.

#### S14.3.2 Allowances

(a) Broken Shift Allowance

Employees, other than casual employees, required to report to work twice per day will be paid the broken shift allowance outlined in Schedule 1 – S1.9

(b) Travel allowance

Where an employee is required to use a private motor vehicle on official business, such employee will be paid a travel allowance in accordance with the employing authorities' vehicle guidelines.

(c) Telephone allowance

Employees required to make business calls on their private telephone or on a public telephone will be reimbursed the cost of such call.

#### S14.3.3 Divisional and District Parities

(a) The divisional and district parities (as described in Schedule 1 – S1.9) for employees other than teachers shall be paid in addition to the employee's wages as prescribed in Schedule 1 (Wages, Salaries and Allowances) of this Agreement.

(b) Juniors - Junior employees likewise situated will be paid, in addition to the rates of wages prescribed by clause S14.3.1 (b), amounts calculated by applying the scale of percentages set out in clause S14.3.1 (c) to the prescriptions contained in clause S14.3.3 (a).

### S14.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

#### S14.4.1 Hours of Work

(a) Hours of work - Other than outside school hours and vacation care –

(i) Thirty-eight (38) hours of work

(A) The ordinary hours of work excluding meal breaks will be an average of thirty-eight (38) hours per week to be worked as follows:

- (1) thirty-eight (38) hours within a work cycle not exceeding seven (7) consecutive days; or
  - (2) seventy-six (76) hours within a work cycle not exceeding fourteen (14) consecutive days; or
  - (3) one hundred and fifty-two (152) hours within a work cycle not exceeding twenty-eight (28) consecutive days.
- (B) The thirty-eight (38) hour week will be based on one of the following:
- (1) by employees working less than eight (8) ordinary hours each day; or
  - (2) by employees working less than eight (8) ordinary hours one or more days each work cycle; or
  - (3) by fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (4) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one (1) work day off during that cycle.

the method of implementation of the thirty-eight (38) hour week shall be agreed between the employer and the majority of employees in accordance with Appendix A to this Schedule.

- (C) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of five (5) rostered days off. Where such agreement has been reached, the accrued rostered days off will be taken within twelve (12) calendar months of the day on which the first rostered day off was accrued.
- (ii) Except as hereinafter provided, such ordinary working hours will be worked between 6.00 a.m. and 7.00 p.m. on Monday to Friday inclusive and will not exceed eight (8) ordinary hours per day.
  - (iii) An employee may, by agreement with the employer, work up to a maximum of ten (10) ordinary hours per day.
  - (iv) The union may agree in writing with any employer upon ordinary working hours to be worked outside the time specified in clause S14.4.1 (a) (i).
  - (v) Non-contact time - Teachers –
    - (A) full-time teachers will not be required to teach an Educational Program for children for more than twenty-seven and a half (27 1/2) hours per week. Subject to clause S14.4.1 (a) teachers may be engaged in supervising children during their remaining ordinary hours of duty.
    - (B) teachers will be provided with two (2) hours of paid time per week to plan and prepare the educational programs which they are required to deliver and to give guidance, advice and assistance to other staff within Child Care Centres in the preparation and conduct of their developmental programs. The two (2) hours per week is not to be part of the twenty-seven and a half (27.5) hours per week that a teacher may be required to teach. The teacher is to be free of all other duties during this planning and preparation time.

(b) Hours of Work - Outside School Hours Care and Vacation Care –

(i) Outside School Hours Care –

- (A) The ordinary working hours will not exceed 38 hours in any one week and will be worked Monday to Friday inclusive.
- (B) An employee other than a full-time employee will be engaged for a minimum period of two (2) hours per day:
  - (1) provided that the two (2) hours may be broken into two (2) periods of not less than one (1) hour.
  - (2) such ordinary working hours will be worked between the hours of 6.00 a.m. and 7.00 p.m. for which the Broken Shift Allowance specified in clause S14.3.1 (a) will be paid if employees report for work twice per day.
- (C) Where co-ordinators are required wholly or mainly to supervise children during the operative hours of the program and are required to perform administrative duties in relation to the Outside School Hours Care program, they will be employed for additional time to perform these duties. This additional time will be the equivalent of not less than fifteen (15) minutes per hour, for each hour of contact time with the children.
- (D) Where employees are required to prepare equipment and facilities for the Outside School Hours Care program, they will be allowed adequate paid time to perform these duties.

(c) Vacation Care –

- (i) The ordinary working hours will be worked continuously excluding meal breaks and will not exceed thirty-eight (38) hours in any one week:

Provided that where there is agreement between the employer and the employee the ordinary working hours will not exceed ten (10) in any one day.
- (ii) Such ordinary working hours will be worked between 6.00 a.m. and 7.00 p.m. Monday to Friday, inclusive.
- (iii) Where employees are required to prepare equipment and facilities, or perform administrative duties for the Vacation Care program they will be allowed adequate paid time to perform these duties.

(d) Rosters –

Where the employer prescribes the ordinary working hours for employees by way of a roster, twelve (12) hours' notice of any change of roster will be provided to the employees; provided however, that in the cases of sickness, unplanned absenteeism or where the employer and the employees concerned mutually agree, the roster may be changed with less than twelve (12) hours' notice.

S14.4.2 Overtime

- (a) Except as hereinafter provided, all time required to be worked outside or in excess of the ordinary hours of work prescribed by this Schedule, or outside of an employee's usual commencing and ceasing times, will be deemed to be overtime and will be paid for at the rate of time and a half for the first three (3) hours and double time thereafter.
- (b) All overtime worked on a Sunday will be paid for at the rate of double time, and all overtime worked on a Saturday or Sunday will be paid for with a minimum payment as for two (2) hours' work.

- (c) An employee recalled from home to work overtime, after having left the premises of the employer, will be paid a minimum of two (2) hours at overtime rates.
- (d) In the computation of overtime payments, any part of a quarter of an hour worked on any one (1) day will count as a full quarter-hour worked.
- (e) In lieu of the provisions contained in clauses S14.4.2 (a), S14.4.2 (b) and S14.4.2 (c) above, the employer and an employee may agree that overtime may be taken as time off in lieu of payment.
- (f) Where there is agreement for the taking of time off in lieu of overtime, such time off will be calculated on a time for time basis according to the number of overtime hours that the employee worked. Such time off in lieu will be taken at a mutually agreed time within thirty (30) days of accrual; provided that where an employee terminates or is terminated, payment of any accrued time off in lieu will be paid at the appropriate overtime rate. Subject to mutual agreement between the employer and the employee directly affected, the time off in lieu may be added to an employee's annual leave. A record of time accrued and time taken off in lieu will be kept by the employer.
- (g) A maximum of four (4) hours per day calculated in accordance with clause S14.4.2 (f) above and twelve (12) hours per week may be taken as time off in lieu.

#### S14.4.3 Meal Breaks

- (a) Except as hereinafter provided when an employee is employed for at least six (6) hours, such employee will be allowed not less than thirty (30) minutes and not more than one (1) hour for a meal not later than five (5) hours after commencing work; provided that in lieu of the foregoing, by mutual agreement between an employee and the employer an employee may be allowed a paid crib break of one-half hour, such period to be counted as time worked where the employee may be required to supervise children.
- (b) If an employee is required to work through the meal period, other than as prescribed in the proviso to clause S14.4.3 (a), the time worked will be deemed to be overtime and paid for at the rate of double time and such double time payment will continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay will be made.
- (c) Any employee who is required to continue working for more than two (2) hours beyond the ordinary ceasing time will be provided with an adequate meal by the employer or paid an amount of \$9.60 in lieu thereof; provided that where an employee has provided their own meal because of receipt of notice to work overtime and such overtime is not worked, they will be paid \$9.60 for any meal so provided.

#### S14.4.4 Rest Pauses

- (a) Weekly employees - Weekly employees will receive a rest pause of ten (10) minutes' duration in the first half and the second half of each day worked.
- (b) Casual employees - Casual employees who work a minimum of four (4) consecutive ordinary hours but less than 7.6 consecutive ordinary hours, will receive a rest pause of ten (10) minutes duration. Employees who work a minimum of 7.6 consecutive ordinary hours will receive a rest pause of ten (10) minutes' duration in the first half and the second half of the period worked.
- (c) Rest pauses will be taken in the employer's time.

Rest pauses will be taken at times to suit the employer and where the employees agree the rest pauses may be combined so that the employee has one rest pause of twenty (20) minutes' duration each day.



**S14.4.5 Start and Finish Times**

Employers and employees will strictly adhere to start and finish times.

**S14.4.6 Payment for Meetings**

- (a) In each calendar month, where an employee is expected by the employer to attend a meeting or meetings, outside of the employee's ordinary paid working hours and/or usual commencing or ceasing time, such attendance shall be paid for at a minimum rate of:
  - (i) single time for the first 1 1/2 (1.5) hours;
  - (ii) time and a half for all time in excess of one and a half (1 1/2) hours and up to and including three (3) hours;
  - (iii) double time for all time in excess of three (3) hours; or
  - (iv) the actual remuneration being paid for such attendance by the employer prior to 27 June 2006, whichever is the greater.
- (b) In clause S14.4.6, "*meeting*" includes, but is not limited to, staff meetings, meetings to discuss accreditation requirements, meetings with parents and meetings where training is delivered.

**S14.5 PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

**S14.5.1 Annual Leave**

- (a) Period of Annual Leave –
  - (i) Every employee (other than a casual employee) covered by this Schedule will at the end of each year of employment be entitled to four (4) weeks annual leave on full pay as set out hereunder.
  - (ii) Unless the employee will otherwise agree, the employer will give the employee at least fourteen (14) days' notice of the date from which annual leave will be taken.
  - (iii) Such annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and will be paid by the employer in advance –
    - (A) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Schedule at the excess rate; and
    - (B) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Schedule.
  - (iv) If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the holiday to the employee from the date of the termination of the employment and will forthwith pay to the employee, in addition to all other amounts due, such employee's pay, calculated in accordance with clause S14.5.1(b), for four (4) weeks and also such employee's ordinary pay for any public holiday occurring during such period of four (4) weeks.
  - (v) If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid in addition to all other amounts due, an amount equal to one-twelfth (1/12th) of such employee's pay for the period of employment calculated in accordance with clause S14.5.1(b).
  - (vi) Except as hereinbefore provided it will not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

- (vii) Part-time employees will be entitled to pro rata annual leave based upon the average number of hours worked per week.

(b) Calculation of Annual Leave Pay –

In respect to annual leave entitlements to which clause S14.5.1 applies, annual leave pay (including any proportionate payments) will be calculated as follows:

- (i) All employees - Subject to provisions of clause S14.5.1 (b) (ii), in no case will the payment by an employer to an employee be less than the sum of the following amounts:
  - (A) the employee's ordinary wage rate as prescribed by the Schedule for the period of the annual leave.
  - (B) a further amount calculated at the rate of seventeen and a half percent (17 1/2 %) of the amounts referred to in clauses S14.5.1 (b) (i).
- (ii) The provisions of clause S14.5.1 (b) (i) will not apply to:
  - (A) any period or periods of annual leave exceeding four (4) weeks.
  - (B) employers (and their employees) who are already paying or receiving an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

S14.5.2 Personal/Carer's Leave

(a) Entitlement

- (i) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' personal leave for each completed year of their employment with their employer; provided that part-time employees accrue personal leave on a proportional basis.
- (ii) This entitlement will accrue at the rate of 7.6 hours' personal leave for each six (6) weeks of employment.
- (iii) Payment for personal leave will be made based on the number of hours which would have been worked if the employee were not absent on personal leave.
- (iv) Personal leave may be taken for part of a day.

(b) Employee must Give Notice

The payment of personal leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

(c) Evidence Supporting a Claim

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

(d) Accumulated Personal/Carer's Leave

- (i) An employee's accumulated personal leave entitlements are preserved when:
  - (A) the employee is absent from work on unpaid leave granted by the employer;
  - (B) the employer or employee terminates the employee's employment and the employee is re-employed within three (3) months;

- (C) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.
  - (ii) The employee accumulates personal leave entitlements whilst absent from work on paid leave granted by the employer.
- (e) Workers' Compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of personal leave.
- (f) Absenteeism Counselling
  - (i) Where an employer identifies an employee who is taking higher than average personal leave entitlements, the employer may implement the following procedure:
  - (ii) Contact the union or the employee's nominated representative and within one (1) month the union organiser or other officer of the union will be available to conduct a counselling session jointly with the employer representative for the employee in question.
- (g) Single Day Absences

An employee will not be entitled to single days of paid personal leave on more than three (3) occasions in any one (1) year of service unless the employee produces to the employer (immediately upon return to work) a certificate from a qualified medical practitioner to the effect that the employee is unfit for duty on account of personal illness or injury by accident.

#### S14.5.3 Public Holidays

- (a) Public Holidays are prescribed in clause 6.16 of this Agreement, except as provided in paragraphs (b) and (c) below.
- (b) Part-Time Employees

A part-time employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, will be paid for the hours which would normally have been worked on that day.
- (c) Stand Down

Any employee, with two (2) weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, will be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one (1) or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

### S14.6 PART 6 - TRAINING AND RELATED MATTERS

#### S14.6.1 Training

- (a) The parties to this Schedule recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Schedule, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
  - (i) developing a more highly skilled and flexible workforce;

- (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (iii) removing barriers to the use of skills acquired.

S14.6.2 Professional Development Leave – Teachers

- (a) Teachers will be provided with five (5) paid days per annum professional development leave in addition to annual leave.
- (b) Three (3) of these days will be structured professional development days designated by the employer. A teacher will be required to attend the equivalent of the other two (2) days at a time mutually agreed between the teacher and the employer.

S14.6.3 Apprentices and Trainees

- (a) Introduction of additional training and wage progression conditions for apprentices and trainees

With the introduction of new training and wage progression structures, employers, the relevant union/s, apprentices and trainees will co-operate to achieve its effective introduction.

This process will require the parties to:

- (i) familiarise themselves with the new training qualifications;
- (ii) examine the outcomes and impact associated with the National review of the Community Services Training Package;
  - (A) where relevant, transfer current employees, apprentices and trainees from their existing wage level to their appropriate new wage level;
  - (B) ensure that the new training and wage progression structure is implemented;
  - (C) ensure that students and apprentices and trainees who enter an apprenticeship or traineeship by way of conversion from a previous Training Contract are appropriately classified according to their qualification and aggregated periods of time served under previous Training Contracts or indenture;
  - (D) identify and resolve any problems created by the transition;
  - (E) inform their industrial representatives of any problems encountered or envisaged; and
  - (F) resolve any difficulties or problems associated with the implementation of the new training and wage progression structure in accordance with - clause 2.4 of this Agreement;
- (b) Objectives
  - (i) The objectives of Part Six of this Schedule are to establish a training and wages framework for persons undertaking training or an apprenticeship or traineeship, including those apprenticeships and traineeships that are in accordance with qualifications within the Community Services Training Package approved or recognised by the Training Recognition Council.
  - (ii) It is acknowledged that the qualifications that support the child care industry are under continuous review and that they may result in amendments to this Part Six of this Schedule from time to time.

- (iii) The arrangements within Part Six of this Schedule are not to be regarded as a precedent in any other proceeding by any party or in any other proceeding whatsoever.

(c) Application

Part Six of this Schedule will apply to all apprentices and trainees who are registered with the Training Recognition Council.

(d) Definitions

- (i) "Act" will mean the *Training and Employment Act 2000 (Queensland)* (for the purposes of clause S14.6.3)
- (ii) "Community Services Training Package" will mean a series of industry based and nationally recognised qualifications, competency standards and assessment guidelines that are endorsed by the Australian Quality Training Framework. The Community Services Package may also be supported by non-endorsed components such as learning strategies, assessment resources and professional development materials.
- (iii) "Competencies" will mean the units and elements of competence to be achieved by an apprentice or trainee as specified in the relevant Community Services Training Package qualification or other qualification approved by the Training Recognition Council.
- (iv) "Part-Time Apprentice or Trainee" will mean an apprentice or trainee who undertakes an apprenticeship or traineeship on a part-time basis in accordance with clause S14.6.3 (f) (i).
- (v) "Qualification" will mean a qualification approved by the Training Recognition Council within the meaning of the *Education and Care Services National Legislation (Queensland)* and issued by the relevant Supervising Registered Training Organisation.
- (vi) "Recognition of Prior Learning" will mean the process whereby competencies already attained by an individual (for example, through formal and informal training, work or life experiences) can be assessed and recognised as fulfilling certain components or competencies of the qualification.
- (vii) "School-based apprentice or trainee" will mean a secondary school student who is seventeen (17) years of age or older who has entered into a Training Contract with an employer that also involves an arrangement with the school and/or institution in accordance with clause S14.6.3 (f) (ii).
- (viii) "Supervising Registered Training Organisation" will mean an organisation such as a secondary school, TAFE or a private provider that meets the registration requirements within the *Child Care Act 1991 (Queensland)* with respect to the delivery of particular qualifications and the assessment of the achievement of competence.
- (ix) "Training Recognition Council" will bear the meaning and powers as defined in the *Child Care Act 1991 (Queensland)*.
- (x) "Training Contract" will bear the meaning contained in the *Education and Care Services National Legislation (Queensland)* and will include any other Training Contract or indenture recognised by the Training Recognition Council.
- (xi) "Training Plan" will mean a structured plan to enable an apprentice or trainee to attain the competencies for a particular qualification. Training Plans will be

developed by Supervising Registered Training Organisations, in conjunction with the employer and apprentice or trainee.

- (xii) "Training Record" will bear the meaning within the *Education and Care Services National Legislation (Queensland)*.

(e) Training Conditions

- (i) The apprentice or trainee will be permitted by the employer to undertake a qualification in accordance with the provisions of the *Child Care Act 1991 (Queensland)* and the delivery arrangements approved by the Training Recognition Council. This will involve progression through an individual Training Plan, which outlines agreed competencies, training methods and monitoring arrangements, which is developed in conjunction with the Supervising Registered Training Organisation.
- (ii) On commencement the employer will request that the apprentice or trainee be assessed by the relevant Supervising Registered Training Organisation to determine the competencies possessed relative to the qualification to be undertaken. Such assessment outcomes will be identified in the apprentice's or trainee's Training Plan and/or Training Record.
- (iii) Employers will provide adequate supervision for apprentices and trainees to the extent that each participant has the opportunity to ensure that all qualification outcomes are achieved. As a minimum, the ratio of adequately qualified supervisory staff to apprentices and trainees will be as follows:
  - (A) one (1) qualified staff member (at AQF certificate level III or above) to a maximum of two (2) trainees (or full-time equivalent thereof); and/or
  - (B) one (1) qualified staff member (at Diploma level or above) for each apprentice (or full-time equivalent).
- (iv) In clause S14.6.3 (e), supervisory staff will possess a qualification that is consistent with *Education and Care Services National Legislation* for the classifications of:
  - (A) Group leader;
  - (B) Assistant Director; or
  - (C) Co-ordinator.
- (v) Officers of the Training Recognition Council will monitor the overall training program. The Training Plan and/or the training record may be utilised as part of this monitoring process.
- (vi) It is the responsibility of the relevant Supervising Registered Training Organisation in conjunction with the employer, to conduct ongoing assessment of the apprentice or trainee. This ongoing assessment is to ensure that the apprentice or trainee is making adequate progress towards the achievement of competencies and associated minimum training requirements in the qualification.

(f) Employment Conditions

- (i) Part-Time Apprentices/Trainees
  - (A) An apprentice or trainee may be engaged on a part-time basis and be remunerated on a part-time basis in accordance with the provisions of this Part Six of this Schedule.

- (B) Notwithstanding the provisions of the Schedule, the ordinary hours of work including on and off-the-job training for a part-time apprentice or trainee will be employed and paid not less than an average of fifteen (15) hours per week over each four (4) week period throughout the duration of the Training Contract.
  - (C) A part-time apprentice or trainee will have regular hours of work, and will be rostered to work on a regular and continuous basis.
- (ii) School-based Apprentices and Trainees
  - (A) School-based apprenticeship or traineeship training arrangements require:
    - (1) that the apprentice or trainee be seventeen (17) years of age or older at the commencement of the apprenticeship or traineeship;
    - (2) a Training Contract, involving on-the-job training and productive work, guardian where appropriate;
    - (3) off-the-job training supervised through a Supervising Registered Training Organisation;
    - (4) that the student/employee attends secondary school and/or institution offering secondary courses; and
    - (5) progression towards the attainment of a senior secondary certificate and completion of or progress towards a nationally recognised vocational education and training qualification.
  - (B) The minimum hours provided for part-time apprentices and trainees will not apply to school-based apprentices and trainees.
  - (C) When a student ceases to be enrolled in a school and/or institution offering secondary courses and the student has not completed the apprenticeship/traineeship, they will continue as an apprentice or trainee in accordance with the Training Contract on either a full-time or part-time basis.
- (iii) College Attendance and Rostered Days Off
  - (A) Where an apprentice's or trainee's rostered day off, or days off, coincide with attendance at a course of instruction that leads to a qualification, the rostered day off will not be a rostered day off for the apprentice or trainee and will be substituted by one of the following methods:
    - (1) the equivalent of the time spent at the course of instruction may be added to apprentice or trainee's annual leave (but does not attract leave loading);
    - (2) payment for the equivalent of the time spent at the course of instruction may be made to the apprentice or trainee on the next succeeding pay day;
    - (3) the apprentice or trainee may be allowed the equivalent of the time spent at the course of instruction in lieu of such rostered day off.
  - (B) Unless otherwise agreed between the employer and the apprentice or trainee, such time in lieu will be taken within twenty-eight (28) days of the rostered day off falling due.

(C) All other payments for college attendance will be consistent with the legislation.

(g) Existing Employees

- (i) In clause S14.6.3 (g), "*existing employee*" will mean a person who has been employed for at least three (3) months immediately prior to becoming an apprentice or trainee with the employer.
- (ii) Existing employees may participate in apprenticeships and traineeships. An existing employee will not be required to serve any probationary period in relation to their contract of employment or for the purposes of the *Education and Care Services National Legislation (Queensland)*.
- (iii) A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the employee's suitability for training under a Training Contract. Where the employee proves to be unsatisfactory for training under a Training Contract, the person will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.
- (iv) Where existing employees commence an apprenticeship or traineeship, the employer will endeavour to minimise any adverse effects on other employees. Additionally, such other employees will not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.
- (v) Existing employees will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee; provided that existing employees who were casually engaged prior to becoming employed as a full-time or part-time apprentice or trainee will not be entitled to retain their casual loading.
- (vi) Existing employees whose Training Contract is completed or cancelled and subsequently remain in their employer's employ, will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.
- (vii) They will only advance to an employment level commensurate with their qualification when a vacancy occurs in a position assigned to that level.

(h) Wages

(i) Entry Wage Level and Transition Wage Arrangements

Apprentices or trainees who enter an apprenticeship or traineeship by way of conversion from a previous Training Contract, whether fully or partly completed, will receive:

- (A) the appropriate year/wage level previously attained and paid, whichever is the greater. In determining the appropriate year/wage level, aggregated periods of credit and time served under previous Training Contract/s will be taken into account.
- (B) Where an apprentice or trainee transitions from one qualification to another within an existing Training Contract (e.g. Certificate III in Children's Services Traineeship transitioned to Certificate III in Community Services (Children's Services)), they will retain the wage level for the initial qualification undertaken as a minimum and progress thereafter in accordance with the minimum requirements for the new qualification.



- (C) Employers who object to the entry and transition wage rates provided for in accordance with clause S14.6.3 (h) may progress the matter through clause 2.4 of this Agreement.

(ii) Wage Progressions

- (A) Progression through the Wage Levels will be based upon the completion of aggregated periods of time as specified in the relevant Table in clause S14.6.3 (h) and/or recorded in the Training Plan and/or the Training Record.
- (B) Where the employer considers that the apprentice is failing to make reasonable progress, the employer will notify the Training Recognition Council in accordance with the provisions of section 182 of the *Education and Care Services National Legislation (Queensland)* before the completion of the aggregated period specified in the Table.
- (C) In this situation the apprentice will not progress automatically to the next Wage Level through the elapsing of the specified aggregated time. Progression thereafter will be on the achievement of competencies as managed by the Supervising Registered Training Organisation.
- (D) If an employer fails to notify the Training Recognition Council as specified above, the apprentice or trainee will progress to the next Wage Level at the completion of the aggregated period referred to in the relevant Table.

(iii) Wages and Other Conditions

- (A) Trainees and apprentices in the first year of their nominal 3 year apprenticeship will be entitled to Wage Level 1 rates as follows:

Wage Level 1

AGE	PERCENTAGE OF RELEVANT ADULT RATE *
Under 18 Years	55
18 and under 19 Years	65
19 and under 20 Years	75
20 and under 21 Years	85
Adults	80 (see Note 1 below)

*Note: 1. \*The relevant adult rate for persons employed in the Other Than Outside School Hours sector will be as follows:*

- Adults - Children's Services Worker - 1 Year Qualified - Year 1
- All other ages - Assistant Children's Services Worker - Unqualified - Year 1.

*Note 2. The Relevant Adult Rate for persons employed in the Outside School Hours Care and Vacation Care sector will be as follows:*

- Adults - Assistant - Year 2
- All other ages - Assistant - Year 1.

- (B) Apprentices in the second and third year of their nominal three (3) year apprenticeship will be entitled to Wage Level 2 and 3 wages and progression as follows:

Wage Levels 2 and 3

Wage Level	Minimum Training Requirements on Entry	% of Relevant Adult Rate*
2	On completion of an AQF Level III Certificate in child care traineeship or an aggregated period of 12 months after commencing the apprenticeship.	80
3	On completion of an aggregated period of 2 years after commencing the apprenticeship or 12 months at Wage Level 2, whichever is the earlier.	90
Exit (AQF Level V Diploma)	On completion of an aggregated period of 3 years after commencing the apprenticeship or 12 months at Wage Level 3, whichever is the earlier.	100

Note: The Relevant Adult Rate for persons employed in the Other Than Outside School Hours Sector will be as follows:

- Group Leader - 2 Year Qualified - Year 1
- Co-ordinator - Qualified - Year 1

(iv) Part-Time and School-Based Apprentices/Trainees

- (A) Wages for part-time and school-based apprentices and trainees will be based on the wage progression arrangements for apprentices and trainees calculated on a pro rata basis.
- (B) The part-time and school-based rate will be used as the ordinary time rate for the calculation of overtime, penalties and all other purposes of the Schedule; provided that a school-based apprentice or trainee will receive a loading of 25% of the ordinary time rate in consideration of non-payment for:
- (1) time spent at school and/or institution or undertaking off-the-job training;
  - (2) annual leave;
  - (3) personal leave; and
  - (4) public holidays, where the school-based apprentice or trainee is not required to work on such days.
  - (5) Where the Table in clause S14.6.3 (h) ((iii) specifies that the minimum training requirements of an apprenticeship will be based on the achievement of competencies or a period of aggregated time after commencing a wage level, the aggregated period of time specified refers to full-time apprentices and trainees.
- (C) For part-time apprentices and trainees, the minimum period of time specified for wage progression arrangements will be double that specified for full-time apprentices.

- (v) Qualifications obtained through institutional training  
Graduates of pre-trade or other institutionally delivered programs relevant to the child care industry up to the equivalent of an AQF Level III qualification will commence apprenticeships at Wage Level 1 and 6 months after commencing their apprenticeship, will progress to Wage Level 2.

S14.6.4 Training and Related Matters – General

- (a) The parties commit themselves to continuing and upgrading the training provided to employees.
- (b) It is agreed that the parties will co-operate in ensuring that training is maintained and improved and that qualifications within the Community Services Training Package will be utilised and accessed where appropriate.
- (c) This training will form the basis of an enhanced career structure in the industry.

S14.6.5 Skill Development Courses

- (a) Where a child care worker as defined in the *Education and Care Services National Legislation* attends a course or conference relevant to their employment outside of ordinary working hours the employer is to:
  - (i) pay the cost of the course or conference;
  - (ii) provide transport to the course or conference or pay the allowance to the employee specified in clause S14.3.2 (b) for travel to and from the conference;
  - (iii) pay all other expenses associated with attending the course or conference, including accommodation expenses.
- (b) Time spent travelling to and attending courses/conferences outside of ordinary working hours is unpaid time.
- (c) Where a child care worker as defined in the *Education and Care Services National Legislation* attends a course or conference relevant to their employment during ordinary working hours, the employee shall not suffer any loss of pay.
- (d) The employer is not to unreasonably withhold permission for an employee to attend a course/conference either during or outside ordinary working hours.

S14.6.6 Financial Assistance to Obtain Qualifications

- (a) Clause S14.6.6 does not apply to qualifications undertaken as part of a traineeship or apprenticeship under the *Vocational Education, Training and Employment Act 2000 (Queensland)*.
- (b) Where there is a mandatory requirement for the employee to possess or enrol in a Certificate III in Children's Services or where the employer requires and/or approves an employee to undertake other studies such as a Diploma or higher qualification in Children's Services or Education, the following will apply:
  - (i) Financial assistance to undertake a Diploma or higher qualification is dependent on the employer requiring or approving the child care worker to undertake the applicable course.
  - (ii) Where the employee undertakes a Certificate III, Diploma or higher qualification then the employer shall contribute fifty per cent (50%) of the approved course in two (2) equal instalments; twenty-five per cent (25%) on commencement and twenty-five per cent (25%) on completion, subject to satisfactory proof of successful completion of the course being provided to the employer.

- (iii) The employee will refund the employer the initial twenty-five per cent (25%) paid if the course is not completed unless it is not completed for unforeseen circumstances e.g. serious illness, family bereavement or other reasons which are no less compelling. Such reimbursements shall be paid under mutually agreed arrangements between the employee and the employer.
- (iv) Unless an agreement is reached between the employer and the employee that the employer will pay the training costs directly to the training provider, the employee will pay for the course and be reimbursed by the employer. Such reimbursement will be made to the employee within fourteen (14) days of proof to the employer of the initial payment being made by the employee and proof of successful completion of the course, respectively.
- (v) The employer shall reimburse the employee fifty per cent (50%) of the cost of the prescribed textbooks and other prescribed course materials. Such reimbursement will be made to the employee within fourteen (14) days of the production of the receipts.
- (vi) Where any disputes arise over financial assistance then the grievance procedure contained in the Schedule is to be accessed.

**S14.7 PART 7 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

**S14.7.1 First Aid Kit**

A first-aid cabinet will be available for employees in cases of accidents. Such first-aid cabinet will be kept and maintained in accordance with the provisions of the *Work Health and Safety Act 2011 (Queensland)*, relating to such first-aid cabinets.

**S14.7.2 Uniforms**

Where employees are required to wear uniforms and/or aprons, such uniforms and/or aprons will be supplied, maintained and laundered at the employer's expense and will remain the property of the employer; provided that where, by mutual agreement, an employee launders such items of clothing, the employee will be paid an allowance of \$2.00 per week on that account or 40¢ per day for part-time or casual employees.

**S14.7.3 Dressing accommodation**

The employer will provide the employees with reasonable accommodation for dressing purposes.

## **SCHEDULE 15 LONG SERVICE LEAVE - TEACHERS**

*This Schedule shall be read subject to the provisions of this Agreement.*

### **S15.1 Application of Schedule**

Schedule 15 shall apply to all teachers employed in schools conducted by Catholic Education employing authorities but shall not apply to such teachers as are in Holy Orders or are members of a recognised Religious Teaching Order.

### **S15.2 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 shall include all continuous service at that school as from 1st January 1975.
- (b) Long service leave entitlements not to be reduced.
- (c) Nothing in Schedule 15 shall be deemed or construed to diminish the conditions of long service leave any teacher was receiving prior to the date of coming into operation of Schedule 15.

### **S15.3 Amount of Long Service Leave**

- (a) A teacher shall be entitled to long service leave on full pay in respect of eligible service and the amount and further amounts of that long service leave shall be as follows:
  - (i) in respect of eligible service completed prior to the date of commencement in accordance with the Act.
  - (ii) in respect of ten (10) years' eligible service undertaken as from the dates specified from the various individual Employers hereunder - thirteen (13) weeks' long service leave.
- (b) As from 1st January 1973 - Teachers employed by the Sacred Heart Fathers;
- (c) As from 1st January, 1982 - Teachers employed by the Augustinian Friars, Brigidine Sisters, Christian Brothers, De La Salle Brothers, Franciscan Friars, Franciscan Sisters, Good Samaritan Sisters, Loreto Sisters, Marist Brothers, Mercy Sisters (All Hallows), Oblates of Mary Immaculate, Presentation Sisters, Sisters of Charity, Sisters of the Sacred Heart of Jesus, Ursuline Sisters;
- (d) As from 1st January 1983 - Teachers employed by the Mercy Sisters (Cairns);
- (e) As from 1st January 1985 - Teachers employed by the Directors of Catholic Education of the Archdiocese of Brisbane and of the Dioceses of Cairns, Rockhampton, Toowoomba and Townsville, Josephite Sisters, Mercy Sisters (Rockhampton), Mercy Sisters (Townsville).
- (f) In respect of a further or subsequent ten (10) years' eligible service completed after the date of commencement-thirteen (13) weeks long service leave.

### **S15.4 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 S15.3 (a) shall be the date of commencing continuous service at the school by which the teacher was employed at 1st January, 1982, notwithstanding that such date may be prior to 1st January, 1975.

### **S15.5 Date of Operation**

Schedule 15 replaces the *Teachers - Catholic Schools (Long Service Leave Scheme) Industrial Agreement*.

## **SCHEDULE 16 - PORTABILITY OF EMPLOYEE BENEFITS**

### Policy and Administrative Procedures

*The following statement was endorsed by Directors on 8 October 1987.*

#### **S16.1 Sick Leave / Personal Leave**

##### **S16.1.1 Policy**

On 18 August 1982, the Directors of all Catholic Education Offices in Queensland issued the following policy statement:

*"The Directors have agreed that portability will apply from 1st January 1983, from Parish and Diocesan owned schools throughout Queensland to all teachers currently employed. Service to be retrospective to 26 January 1979 as the earliest date of adequate central records for all Dioceses. Sick Leave entitlement within the Diocese will not be affected by these decisions".*

This policy is for teaching employees only.

##### **S16.1.2 Parties to the policy**

It should be noted that this policy in regard to portability of sick leave / personal leave only relates to Parish and Diocesan owned schools. That is, Order owned [now Religious Institute] schools are not a party to this policy statement.

##### **S16.1.3 Order of payment**

Where a person takes sick leave / personal leave, the leave should be taken off the entitlement accrued with the present employer. It should only be taken off leave accrued with previous employers where there is no leave balance available that was accrued during the present period of service.

##### **S16.1.4 Claim on previous employer(s)**

At any point, if the current employer has granted sick leave within an individual's entitlement and this exceeds by ten (10) or more days the aggregate of:

- (a) sick leave / personal leave accrued with the current employer, and
- (b) sick leave / personal leave previously claimed by the current employer and paid for by a former employer (transferred),

then a claim for reimbursement from the previous employer(s) equivalent to the monetary value of the total leave shortfall may be made.

## **SCHEDULE 17 BRISBANE CATHOLIC EDUCATION GUIDANCE COUNSELLOR (TEACHER) AND (WITHOUT TEACHER QUALIFICATIONS)**

### **S17.1 Brisbane Catholic Education Guidance Counsellor (Teacher) and (Without Teacher Qualifications)**

#### **S17.1.1 Recognition of prior service:**

- (a) To be recognised for salary determination purposes prior service needs to be deemed:  
*“supervised experience working with children and/or young people in an education, child protection or counselling environment or supervised experience in counselling and psycho-educational assessment.”*
- (b) Proof of relevant prior service needs to be supported by Statements of Service and where necessary/requested additional information confirming that the prior work experience falls within the criteria detailed.
- (c) It will be the responsibility of the Senior Education Officer – Student Wellbeing to confirm that the prior service is relevant and therefore is to be recognised. The pay office will calculate how much service the prior service equates to for salary determination purposes.

### **S17.2 Definition and Classification Criteria**

<b>Salary Level</b>	<b>Criteria</b>
<b>Graduate 1</b>	<p>Full registration or eligibility for full registration as a teacher in Queensland [B Ed/Master of Guidance and Counselling]</p> <p><i>And/or</i></p> <p>Full registration or eligibility for full registration as a psychologist in Australia [Psych degree/Master in Educational and Developmental (preferred major)]</p> <p>There is no requirement for relevant prior work experience.</p>
<b>Graduate 2</b>	<p>Full registration or eligibility for full registration as a teacher in Queensland [B Ed/Master of Guidance and Counselling]</p> <p><i>And/or</i></p> <p>Full registration or eligibility for full registration as a psychologist in Australia [Psych degree/Master in Educational and Developmental (preferred major)]</p> <p><i>And</i></p> <p>A minimum of the equivalent of one (1) years full-time supervised experience working with children and/or young people in an education, child protection or counselling environment or supervised experience in counselling and psycho-educational assessment.</p>
<b>Proficient 1</b>	<p>Full registration or eligibility for full registration as a teacher in Queensland [B Ed/Master of Guidance and Counselling]</p> <p><i>And/or</i></p> <p>Full registration or eligibility for full registration as a psychologist in Australia [Psych degree/Master in Educational and Developmental (preferred major)]</p>

Salary Level	Criteria
	<p><i>And</i></p> <p>A minimum of the equivalent of two (2) years full-time supervised experience working with children and/or young people in an education, child protection or counselling environment or supervised experience in counselling and psycho-educational assessment.</p>
<b>Proficient 2</b>	<p>Full registration or eligibility for full registration as a teacher in Queensland [B Ed/Master of Guidance and Counselling]</p> <p><i>And/or</i></p> <p>Full registration or eligibility for full registration as a psychologist in Australia [Psych degree/Master in Educational and Developmental (preferred major)]</p> <p><i>And</i></p> <p>A minimum of the equivalent of three (3) years full-time supervised experience working with children and/or young people in an education, child protection or counselling environment or supervised experience in counselling and psycho-educational assessment.</p>
<b>Experienced 1</b>	<p>Full registration or eligibility for full registration as a teacher in Queensland [B Ed/Master of Guidance and Counselling]</p> <p><i>And/or</i></p> <p>Full registration or eligibility for full registration as a psychologist in Australia [Psych degree/Master in Educational and Developmental (preferred major)]</p> <p><i>And</i></p> <p>A minimum of the equivalent of four (4) years full-time supervised experience working with children and/or young people in an education, child protection or counselling environment or supervised experience in counselling and psycho-educational assessment.</p>
<b>Experienced 2</b>	<p>Full registration or eligibility for full registration as a teacher in Queensland [B Ed/Master of Guidance and Counselling]</p> <p><i>And/or</i></p> <p>Full registration or eligibility for full registration as a psychologist in Australia [Psych degree/Master in Educational and Developmental (preferred major)]</p> <p><i>And</i></p> <p>A minimum of the equivalent of five (5) years full-time supervised experience working with children and/or young people in an education, child protection or counselling environment or supervised experience in counselling and psycho-educational assessment.</p>



Salary Level	Criteria
<b>Experienced 3</b>	<p>Full registration or eligibility for full registration as a teacher in Queensland [B Ed/Master of Guidance and Counselling]</p> <p><i>And/or</i></p> <p>Full registration or eligibility for full registration as a psychologist in Australia [Psych degree/Master in Educational and Developmental (preferred major)]</p> <p><i>And</i></p> <p>A minimum of the equivalent of six (6) years full-time supervised experience working with children and/or young people in an education, child protection or counselling environment or supervised experience in counselling and psycho-educational assessment.</p>
<b>DUAL REGO Experienced 4</b>	<p>Dual Registration equates to:</p> <ul style="list-style-type: none"> <li>• 2 x full registration or eligibility for full registration; or</li> <li>• 1 x full registration or eligibility for full registration and 1 x provisional registration or approved provisional registration</li> </ul> <p>as a teacher in Queensland [B Ed/Master of Guidance and Counselling] and as a psychologist in Australia [Psych degree/Master in Educational and Developmental (preferred major)]</p> <p><i>And</i></p> <p>A minimum of the equivalent of three (3) years full-time experience as a Guidance Counsellor in an education environment.</p>

## **SCHEDULE 18 SUPPORTED WAGE SYSTEM**

**S18.1** 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** 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 S21.4.1, 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 The Corporation of the Trustees of the  
Roman Catholic Archdiocese of Brisbane

ABN: 49 991 006 857

Postal Address:

Brisbane Catholic Education  
2A Burke Street  
WOOLLOONGABBA QLD 4102

*Pam Betts*  
.....  
(Signature)

*PAMELA ANN BETTS*  
.....  
(Full Name)

*EXECUTIVE DIRECTOR*  
.....  
(Position)

*01 JULY 2020*  
.....  
(Date)

In the presence of -

*CT Austin*  
.....  
(Signature)

*COLLEEN THERESE AUSTIN*  
.....  
(Full Name)

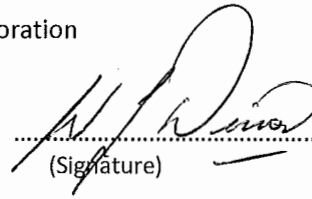
*EXECUTIVE ASSISTANT*  
.....  
(Position)

Signed for and on behalf of The Roman Catholic Trust Corporation  
for the Diocese of Cairns

ABN: 42 498 340 094

Postal Address:

Catholic Educational Services - Cairns  
130 Lake Street  
CAIRNS QLD 4870

  
.....  
(Signature)

William George Dixon

.....  
(Full Name)


Executive Director

.....  
(Position)

30/06/2020

.....  
(Date)

In the presence of -

  
.....  
(Signature)

Hannah Burgess

.....  
(Full Name)

Administration Officer

.....  
(Position)



Signed for and on behalf of The Roman Catholic Trust Corporation  
for the Diocese of Rockhampton

ABN: 21 528 592 597

Postal Address:

Diocesan Catholic Education Office (Rockhampton)  
143 West Street  
ROCKHAMPTON QLD 4700

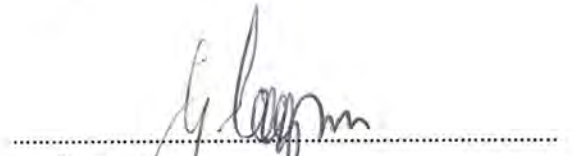
  
(Signature)

LEESA MADONNA FEKKOAT  
(Full Name)

DIOCESAN DIRECTOR - CATHOLIC EDUCATION  
(Position) DIOCESE OF ROCKHAMPTON

30/6/20  
(Date)

In the presence of -

  
(Signature)

GARY COOPER  
(Full Name)

FESS MANAGER  
(Position)

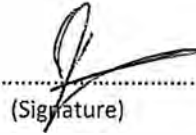


Signed for and on behalf of The Roman Catholic Trust Corporation  
for the Diocese of Townsville

ABN: 13 622 319 794

Postal Address:

Catholic Education Office (Townsville)  
2 Gardenia Avenue  
KIRWAN QLD 48481070



(Signature)

JACQUELINE FRANCIS

(Full Name)

EXECUTIVE DIRECTOR

(Position)

30/6/2020

(Date)

In the presence of -



(Signature)

LISA WHITE

(Full Name)

ADMINISTRATIVE ASSISTANT TO

(Position)

THE EXECUTIVE DIRECTOR

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

In the presence of -



(Signature)

Terence P. Burke

(Full Name)

Secretary

(Position)

30 JUNE 2020

(Date)



(Signature)

JOHN W SPRIGGS

(Full Name)

SNR. INDUSTRIAL OFFICER

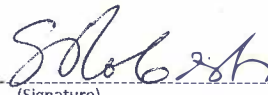
(Position)

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



(Signature)

SAM ROBERTS

(Full Name)

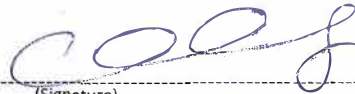
DIRECTOR ELEC

(Position)

2/7/20

(Date)

In the presence of -



(Signature)

MELINA ROBERTS

(Full Name)

(Position)

Signed for and on behalf of the Queensland Nurses and Midwives'  
Union/Australian Nursing and Midwifery Federation

ABN: 43 880 656 135

*ER Maule*

(Signature)

Postal Address:

106 Victoria Street, West End  
BRISBANE QLD 4101

*ELIZABETH REITH MAULE*

(Full Name)

*SECRETARY*

(Position)

*15 July 2020*

(Date)

In the presence of -

*M Maule*

(Signature)

*Merrin Dickins*

(Full Name)

*PA to Secretary*

(Position)

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2020/2030

**Applicant:**

The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane  
(ABN.49 991 006 857)

## Undertakings - section 190

The persons outlined in **ATTACHMENT 1** of this Undertaking have the authority of the named employers (collectively referred to as “**the Employers**”) to give the following undertakings with respect to the *Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2019 - 2023* (“the Agreement”):

### GENERAL

#### Procedures for Preventing and Settling Disputes (Clause 2.4)

- 1) For the purposes of clause 2.4 of the Agreement, the Employers undertake that the matters to be dealt with in the procedure shall include all grievances or disputes: about matters under the Agreement and the National Employment Standards; or between an employee and an employer in respect to any industrial matter; and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

#### Part-Time and Term-Time - Payment of Additional Hours (Other than Teachers)

- 2) For all employees (other than teachers) who are:
- a) part-time; or
  - b) term-time working less than 38 hours per week; and
  - c) required to work reasonable additional hours within:
    - i) the maximum daily ordinary hours
    - ii) the maximum weekly hours; and
    - iii) the ordinary span or hours,
- the Employers undertake to pay for such additional hours at the applicable casual hourly rate (with no leave accrual except Long Service Leave).

**Employees (other than Teachers, Nurses and Children's Services) – Meal Allowance**

- 3) For all employees (except Teachers, Nurses and Children's Services Employees), the Employers undertake the following:
- a) Where 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.
  - b) If it is not possible to provide the employee with a meal, the employer will pay a meal allowance of \$16.27 per occasion to the employee for the period of operation of the Agreement.
  - c) The employer is not required to provide a meal or pay the allowance to an employee who could reasonably return home for a meal.

Note: For Children's Services employees, see Undertaking 38) below.

**Employees (Other than Teachers) – Vehicle Allowance**

- 4) The Employers undertake that when an employee (other than a teacher) is required to use their own car in the performance of duties, the employee is entitled to claim reimbursement of kilometres travelled in accordance with the Australian Taxation Office [cents per kilometre method](#).

**Casual Employees (Other than Teachers and School Officers) – Right to Request Casual Conversion**

- 4A) For casual employees (other than Teachers and School Officers), the Employers undertake the following:
- a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time, part-time or term time employment.
  - b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee, part-time employee or term-time employee under the provisions of the Agreement.
  - c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
  - d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time or term-time employment consistent with the pattern of hours previously worked.
  - e) Any request must be in writing and provided to the employer.
  - f) Where a regular casual employee seeks to convert to full-time, part-time or term-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
  - g) Reasonable grounds for refusal include that:

- i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time, part-time or term-time employee;
  - ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure of the Agreement.
- k) Where it is agreed that a casual employee will have their employment converted to full-time, part-time or term-time employment, the employer and employee must discuss and record in writing the form of employment to which the employee will convert – that is, full-time, part-time or term-time employment.
- l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- m) Once a casual employee has converted employment, the employee may only revert to casual employment with the written agreement of the employer.
- n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation to casual conversion.
- o) There is no obligation for a regular casual employee to convert employment, nor permits an employer to require a regular casual employee to so convert.
- p) There is no requirement for an employer to increase the hours of a regular casual employee seeking conversion to full-time, part-time or term-time employment.

**SCHOOL OFFICERS****Part-Time and Term-Time - Payment of Additional Hours (Other than Teachers)**

See Undertaking 2) above.

**Overtime on Sunday (Clause 8.7.1 of the Agreement)**

- 5) For the purposes of clause 8.7.1 of the Agreement (School Officers), the Employers undertake that the payment for overtime worked on Sunday will be at the rate of double time.

**Meal Allowance**

See Undertaking 3) above.

**On-call/Recall**

- 6) The Employers undertake that a School Officer:
- a) who is required by the employer to hold themselves available to be recalled to work will be paid an allowance equal to one ordinary hour's pay (for that employee pursuant to the 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 2 hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

**Breaks Between Duty**

- 7) The Employers undertake that:
- a) A School Officer will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next, which applies to both ordinary hours and where overtime is worked.
  - b) If the employer instructs the School Officer to resume or continue work without having had 10 consecutive hours off duty in accordance with paragraph a), then the following applies:
    - i) the School Officer is entitled to be absent from duty without loss of pay until a 10-hour break has been taken; or
    - ii) the School Officer is entitled to be paid 200% of the minimum hourly rate until released from duty.
  - c) Paragraphs (a) and (b) do not apply to a School Officer who is attending a school camp or excursion.



**Uniforms**

- 8) For School Officers, the Employers undertake that 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 clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the employer does not launder the items; or
  - c) reimburse the employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the employer does not launder the items.

## SERVICES STAFF

### Trainees – Wages (Clause S12.2.4 of Schedule 12 – Services Staff)

- 9) For the purposes of clause S12.2.4 of Schedule 12 (General Staff), the Employers undertake to pay the following weekly wage for full-time traineeships:
- a) the relevant minimum weekly rate pursuant to [Schedule E](#) of the *Miscellaneous Award 2020* (incorporated into the *Educational Services (Schools) General Staff Award 2020*); plus
  - b) an additional \$5.00 per week.

### Part-time (Clause S12.2.2 of Schedule 12)

- 9A) For the purposes of clause S12.2.2 of Schedule 12 (Services Staff), the Employers undertake the following for part-time Services Staff employees:
- a) A part-time employee is engaged to work less than 38 ordinary hours per week or less than an average of 38 hours per week;
  - b) clause S12.2.2(b)(ii) will not apply, which means there is no minimum weekly hours of 12 or maximum weekly hours of 32;
  - c) the 4 hour minimum daily working hours in clause S12.2.2(b)(iii) will not apply; and
  - d) clause S12.2.2(b)(vii) regarding cleaners will not apply.

### Part-Time and Term-Time - Payment of Additional Hours (Other than Teachers)

See Undertaking 2) above.

### Meal Allowance

See Undertaking 3) above.

### Casual Employees – Right to Request Casual Conversion

See Undertaking 4A) above.

### Broken Shift (Clause S12.3.3(h)(i) of Schedule 12)

- 10) For the purposes of clause S12.3.3(h)(i) of Schedule 12 (Services Staff), Employers undertake that:
- a) a “broken shift” means a shift that is broken into two or more periods (excluding rest pauses and meal breaks); and
  - b) the words “*where the unpaid break in between such periods is greater than one hour*” do not apply.

**Greenkeeping and Grounds – Span of Hours** (Clause S12.4.1(iii)(B) of Schedule 12)

- 11) For the purposes of clause S12.4.1(iii)(B) of Schedule 12 (Services Staff), the Employers undertake that the ordinary hours of work will be worked on:
- a) any day from Monday to Friday between 6.00am and 6.00pm; and
  - b) Saturday between 6.00am and 12 noon,
- with the starting or finishing times of the above spans being able to be varied by up to 1 hour if there is mutual agreement between the employer and the majority of employees in a workplace – *for example, between 5.30am and 5.30pm Monday to Friday.*

**Greenkeeping and Grounds – Weekend Penalties** (Clause S12.4.3(a)(i) of Schedule 12)

- 12) For the purposes of clause S12.4.3(a)(i) of Schedule 12 (Services Staff), the Employers undertake that greenkeeping and grounds employees are entitled to a penalty payment on Saturday of 135%.

**Catering and Domestic – Weekend Penalties** (Clause S12.4.3(a)(ii) of Schedule 12)

- 13) For the purposes of clause S12.4.3(a)(ii) of Schedule 12 (Services Staff), the Employers undertake that catering and domestic employees are entitled to a penalty payment on Sunday of 155%.

**Drivers, Cleaners, Caretakers, Security – Weekend Penalties** (Clause S12.4.3(a)(ii) of Schedule 12)

- 14) For the purposes of clause S12.4.3(a)(ii) of Schedule 12 (Services Staff), the Employers undertake that employees driving motor vehicles, cleaners, caretakers, security employees are entitled to a penalty payment on Sunday of 175%.

**On-call** (Schedule 12)

- 15) The Employers undertake that a Services Staff employee (Schedule 12) who is required by the employer to hold themselves available to be recalled to work will be paid an allowance equal to one ordinary hour's pay (for that employee pursuant to the Agreement) for each period up to 24 hours that the employee is required to be on-call.

**Permanent Night Shift**

- 16) The Employers undertake that they will not require any Services Staff (Schedule 12) to work a permanent night shift.

A "night shift" for the purposes of this undertaking (and as outlined in clauses 22.1(c) and 22.2(b) of the *Educational Services (Schools) General Staff Award 2020*) means a shift that finishes after midnight and at or before 6:00am.

**AG2020/2030 Employer Undertakings**

*Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2019 - 2023*

**Tool Allowances**

- 17) The Employers undertake that all tools necessary for tradespersons to perform their work will be provided by the Employers so that the “better off overall test” is not relevant where a tool allowance may be less for a particular type of tradesperson in the Agreement compared to the *Educational Services (Schools) General Staff Award 2020*.

## **NURSES**

### **Part-time (Clause S11.2.1(b)(iv) of Schedule 11 - Nurses)**

- 18) For the purposes of clause S11.2.1(b)(iv) of Schedule 11 (Nurses), the Employers undertake that for part-time employees, the written confirmation of employment details will include the following:
- a) the agreed regular pattern of work specifying the following:
    - i) the hours worked each day;
    - ii) which days of the week the employee will work;
    - iii) the number of weeks of the school year to be worked; and
    - iv) the actual starting and finishing times each day; or
  - b) for employees working to a shift work roster, that the employee will work to a roster showing the normal starting and finishing times that will be conveniently accessible to the employee at least 7 days before the commencement of the roster period.
- 19) The Employers further undertake that the agreed regular pattern of work referred to in undertaking 18) a) above may be varied by agreement between the employer and employee and recorded in writing.

### **Part-Time and Term-Time - Payment of Additional Hours (Other than Teachers)**

See Undertaking 2) above.

### **Casual Employees – Right to Request Casual Conversion**

See Undertaking 4A) above.

### **Full-time Nurses in Boarding Schools - Annualised Salary Arrangement** (clause S11.3.1(e) of Schedule 11 – Nurses)

- 20) For the purposes of clause S11.3.1(e)(ii) of Schedule 11 (Nurses) and after a review pursuant to clause S11.3.1(e)(iv), the Employers undertake that the terms and conditions of employment for a salaried employee agreed pursuant to clause S11.3.1(e) will be 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 if the employee had not entered into the salaried arrangements under the Agreement.

### **Span of Hours (Clause S11.4.1 of Schedule 11 - Nurses)**

- 21) In addition to and for the purposes of clause S11.4.1 of Schedule 11 (Nurses), the Employers undertake that the ordinary hours of work will be worked on:
- a) no more than 5 days in any 7 days; and
  - b) any day from Monday to Friday between 6.30am and 6.30pm (with the starting or finishing times of that 12 hour span being able to be varied by up to 1 hour if there is mutual agreement between the employer and the majority of employees in a workplace – *for example, between 7.00am and 7.00pm*)

**Weekend Penalties (Clause S11.4.5(a)(ii) of Schedule 11 - Nurses)**

- 22) For the purposes of clause S11.4.5(a)(ii) of Schedule 11 (Nurses), the Employers undertake that employees are entitled to a penalty payment on Sunday of 190%.

**Breaks Between Duty (Clause S11.4.7(d) of Schedule 11 – Nurses)**

- 23) The Employers undertake that where an employer instructs an employee to resume or continue work without having 10 consecutive hours off duty as referred to in clause S11.4.7(d) of Schedule 11 (Nurses), the employee is entitled to be paid 200% of the minimum hourly rate until released from duty.
- 24) The above undertaking will not apply to an employee who is attending a school camp or excursion.

**Permanent Night Shift**

- 25) The Employers undertake that they will not require any Nurses (Schedule 11) to work a permanent night shift.

A “night shift” for the purposes of this undertaking (and as outlined in clauses 22.1(c) and 22.2(b) of the ESSGS Award) means a shift that finishes after midnight and at or before 6.30am

<b>BOARDING SCHOOLS SUPERVISION STAFF</b>	
<b>Part-Time and Term-Time - Payment of Additional Hours (Other than Teachers)</b>	
See Undertaking 2) above.	
<b>Meal Allowance</b>	
See Undertaking 3) above.	
<b>Part-time (Clause S13.6.2(d) of Schedule 13)</b>	
26)	For the purposes of clause S13.6.2(d) of Schedule 13 (Boarding Supervision Staff), the Employers undertake that for part-time employees: <ul style="list-style-type: none"> <li>a) the agreed number of hours to be worked by the employer and employee will be in writing; and</li> <li>b) the agreement may be varied by agreement between the employer and employee and recorded in writing.</li> </ul>
<b>Casual Employees – Right to Request Casual Conversion</b>	
See Undertaking 4A) above.	
<b>Overtime on Sunday (Clause S13.12.2-Schedule 13)</b>	
27)	For the purposes of clause S13.12.2 of Schedule 13 (Boarding Supervision Staff), the Employers undertake that employees: <ul style="list-style-type: none"> <li>a) receiving <b>minimum</b> rates (see clause S13.8.2(a)); and</li> <li>b) whose hours of work are not averaged across a year, will be paid at the rate of double time for overtime worked on Sunday.</li> </ul>
<b>Span of Hours (Clause S13.19.2 of Schedule 13)</b>	
28)	The below undertaking does not apply to boarding supervision staff who: <ul style="list-style-type: none"> <li>a) work averaged hours across a year;</li> <li>b) are provided with reasonable accommodation for their exclusive use for 52 weeks of the year; or</li> <li>c) agree in writing to work within a span of sixteen hours on a day from initial commencing to final ceasing time outlined in clause S13.19.2(c).</li> </ul>
29)	For the purposes of clause S13.19.2 of Schedule 13 (Boarding Supervision Staff), the Employers undertake that for 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: <ul style="list-style-type: none"> <li>a) For employees paid <b>minimum</b> rates (see clause S13.8.2(a)): <ul style="list-style-type: none"> <li>i) 135% for the first three hours; and</li> <li>ii) 175% thereafter; and</li> </ul> </li> <li>b) For employees paid <b>aspirational</b> rates (see clause S13.8.2(b)): <ul style="list-style-type: none"> <li>i) 115% for the first three hours; and</li> <li>ii) 155% thereafter.</li> </ul> </li> </ul>

**Uniforms (Schedule 13)**

- 30) For Boarding Supervision Staff (Schedule 13), the Employers undertake that 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 clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the employer does not launder the items; or
  - c) reimburse the employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the employer does not launder the items.



**CHILDREN'S SERVICES****Wages (Schedule 1 – S1.8 – Children's Services Employees)**

- 31) For the purposes of Schedule 1 – S1.8 (Children's Services Employee), the Employers undertake to pay Year 2 Co-ordinator Unqualified employees the same rate as Year 3 Co-ordinator Unqualified employees, which is reflected in the below amended wages table:

Classification	1 May 2019				1 May 2020				1 May 2021				1 May 2022			
	Greater of 2.50% or \$26.27 per week				Greater of 2.50% or \$26.93 per week				Greater of 2.50% or \$27.60 per week							
	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual	Week	Annual	Hour	Casual
Coordinator Unqualified Year 1	1,094.90	57,130	28,8132	36,0165	1,122.30	58,559	29,5342	36,9178	1,150.40	60,026	30,2737	37,8421	Percentage increase will be in accordance with clause 4.3			
Year 2	1,138.60	59,410	29,9632	37,4540	1,167.10	60,897	30,7132	38,3915	1,196.30	62,421	31,4816	39,3520				

**Part-time (Clause S14.2.5 of Schedule 14)**

- 32) For the purposes of clause S14.2.5 of Schedule 14 (Children's Services), the Employers undertake that for part-time employees, at the time of engagement, the employee and employer will agree on a regular pattern of work specifying the following:
- the hours worked each day;
  - which days of the week the employee will work;
  - the number of weeks of the school year to be worked; and
  - the actual starting and finishing times each day.
- 33) The Employers further undertake that the agreed regular pattern of work referred to in undertaking 32) above may be varied by agreement between the employer and employee and recorded in writing.

**Part-Time and Term-Time - Payment of Additional Hours (Other than Teachers)**

See Undertaking 2) above.

**Casual Employees – Right to Request Casual Conversion**


See Undertaking 4A) above.


**Termination Payments (clause 3.7.7)**


- 34) For the purposes of clause 3.7.7 of the Agreement, the Employers undertake that for Children's Services employees (Schedule 14), such an employee must be paid no later than 7 days after the day on which the employee's employment terminates:
- the employee's wages under the Agreement for any complete or incomplete pay period up to the end of the day of termination; and
  - all other amounts that are due to the employee under the Agreement.
- 35) The requirement to pay wages and other amounts under the above undertaking is subject to further order of the Fair Work Commission and the employer making deductions authorised under the Agreement or the *Fair Work Act 2009*.

<b>Broken Shift Penalty (Clause S14.3.2(a) of Schedule 14)</b>	
36)	For the purposes of clause S14.3.2(a) of Schedule 14 (Children's Services), the Employers undertake that the broken shift allowance paid will be \$34.60 per day whilst the Agreement is in operation.
<b>Span of Hours (Clause S14.4.1 of Schedule 14)</b>	
37)	For the purposes of clause S14.4.1(a)(ii) of Schedule 14 (Children's Services), the Employers undertake that the ordinary hours of work will be worked on: <ul style="list-style-type: none"> <li>a) no more than 5 days in any 7 days; and</li> <li>b) any day from Monday to Friday between 6.00am and 6.00pm (with the starting or finishing times of that 12 hour span being able to be varied by up to 1 hour if there is mutual agreement between the employer and the majority of employees in a workplace – <i>for example, between 6.30am and 6.30pm</i>)</li> </ul>
<b>Meal Allowance (Clause S14.4.3(c) of Schedule 14)</b>	
38)	For the purposes of clause S14.4.3(c) of Schedule 14 (Children's Services), the Employers undertake that the meal allowance paid will be \$16.27 whilst the Agreement is in operation.
<b>On-call/Recall (Schedule 14)</b>	
39)	For a Children's Services employee who is required by the employer to hold themselves available to be recalled to work, the Employers undertake to pay an allowance equal to one ordinary hour's pay (for that employee pursuant to the Agreement) for each period up to 24 hours that the employee is required to be on-call.  Note - For Children's Services employees, recall provisions are outlined in clause S14.4.2(c) of Schedule 14 (Children's Services).
<b>Breaks Between Duty</b>	
40)	The Employers undertake that: <ul style="list-style-type: none"> <li>a) A children's services employee (CSE) will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next, which applies to both ordinary hours and where overtime is worked.</li> <li>b) If the employer instructs the CSE to resume or continue work without having had 10 consecutive hours off duty in accordance with paragraph a), then the following applies: <ul style="list-style-type: none"> <li>i) the CSE is entitled to be absent from duty without loss of pay until a 10-hour break has been taken; or</li> <li>ii) the CSE is entitled to be paid 200% of the minimum hourly rate until released from duty.</li> </ul> </li> <li>c) Paragraphs (a) and (b) do not apply to a CSE who is: <ul style="list-style-type: none"> <li>i) attending a camp or excursion; or</li> <li>ii) working a broken shift.</li> </ul> </li> </ul>

**ATTACHMENT 1**


Employer	The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane
Employer's ABN	49 991 006 857
Signature	
Name of person	Pam Betts
Position	Executive Director
Date	9 November 2020


Employer	The Roman Catholic Trust Corporation for the Diocese of Cairns
Employer's ABN	42 498 340 094
Signature	
Name of person	William Dixon
Position	Executive Director
Date	9/11/2020

Employer	The Roman Catholic Trust Corporation for the Diocese of Rockhampton
Employer's ABN	21 528 592 597
Signature	
Name of person	Leesa Jeffcoat
Position	Director
Date	9/11/2020

**AG2020/2030 Employer Undertakings**

Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2019 - 2023

Employer	Corporation of the Roman Catholic Diocese of Toowoomba
Employer's ABN	88 934 244 646
Signature	
Name of person	Patrick Coughlan
Position	Executive Director
Date	9/11/2020

Employer	The Roman Catholic Trust Corporation for the Diocese of Townsville
Employer's ABN	13 622 319 794
Signature	
Name of person	Jacqui Francis
Position	Executive Director
Date	09/11/2020