

SUNCOAST
CHRISTIAN COLLEGE



COLLECTIVE ENTERPRISE AGREEMENT

2018

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PART 1 – PRELIMINARY & TECHNICAL MATTERS

1.1 Title

This Agreement shall be known as the Suncoast Christian College Collective Enterprise Agreement 2018 (the "Agreement").

1.2 Coverage

This Agreement shall apply to Suncoast Christian College (hereinafter "Suncoast Christian College", or the "College", or the "Employer") (ABN 72 157 669 672) and the Employees of the College whose classification is contained herein, and the Independent Education Union of Australia - Queensland and Northern Territory Branch (IEUA-QNT) - (ABN 74 662 601 045).

1.3 Date and Period of Operation

This Agreement shall operate from seven (7) days after approval by Fair Work Commission and shall remain in force until 31 December 2020.

1.4 Posting of Agreement

A copy of this Agreement shall be exhibited in a conspicuous and convenient place at the College so as to be easily read by Employees.

1.5 Faith Basis of College

1.5.1 Suncoast Christian College exists to provide Christ-centred education that promotes life-long learning, develops excellence and Christian character, and fosters social responsibility.

The College is committed to the Bible as the Holy and infallible Word of God, which is to be used as the guide to understanding the world God has given us. As a distinctive Christian College, it is committed to serving the needs of its parents and their children. The approach to whole curriculum acknowledges the sovereignty of God over all things.

In order to fulfil our purpose, mission and vision it is essential that staff acknowledge and accept that it is through the redeeming and atoning work of the Lord Jesus Christ on Calvary that they are able to enter into a personal relationship with God.

This Agreement between Employer and Employees serves to preserve the special qualities which constitute the distinctive style and nature of the College. We earnestly desire to build a school that is faithful to the Lordship of Jesus, that exemplifies the great commandment that seeks justice, mercy and love and recognises that service to God and others should be our primary motivation in life.

1.5.2 It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that an Employee possesses and maintains a firm personal belief consistent with the Statement of Faith of International Network of Churches (inc), together with an active commitment to and involvement with a Christian church recognized by the local Ministers' Fraternal. Accordingly, all Employees are expected by the College to possess and maintain throughout the term of this Agreement a firm personal belief consistent with the Statement of Faith of the International Network of Churches (inc), together with an active commitment to and involvement with a Christian church recognized by the local Ministers' Fraternal. At the least, such an active commitment requires regular and frequent attendance at the Church's worship services.

1.5.3 Should an Employee cease to have a firm personal belief consistent with the Statement of Faith of International Network of Churches (inc), together with an active commitment to and involvement with a Christian church recognized by the local Ministers' Fraternal the Employee shall inform the College.

1.5.4 If this situation continues after counselling and an opportunity for restoration, the College may terminate the Employee's employment, in accordance with the normal requirements relating to termination of employment.

This Agreement is to be read in the light of this section.

1.6 Relationship with Other Instruments

This is a comprehensive Agreement that applies to the exclusion of all other industrial instruments. This Agreement will be read in conjunction with the National Employment Standards (NES). No term of this Agreement shall be less favourable to Employees than the corresponding term in the NES. If a term of this Agreement is less favourable, the corresponding provision of the NES will apply.

1.7 Policy and Procedure Development

Periodically, current policies and procedures will be amended and additional policies will be considered and implemented by the Employer. In these instances, the Employer undertakes to consult Employees using the mechanisms of the consultative processes in Part 2 of this Agreement.

1.8 Union Recognition

The College recognises the Unions party to this Agreement as the legitimate industrial representatives of the Employees according to their Unions' respective callings.

The College and the Unions are committed to working constructively together to further the interests of education and specifically non-governmental education and the Employees in this industry, while at the same time working constructively together to further the interests of Suncoast Christian College, as expressed in this Agreement and other public documents.

Subject to Agreement with the respective Union, the College shall make available to all Employees facilities for the payment of their Union fees, either by payroll deduction, direct debit or other schemes as agreed. The operation of any such facility shall be dependent upon the appropriate authorisations being signed by the Employee.

1.9 No Further Claims

There shall be no further claims in relation to wages or conditions during the life of this Agreement. This Agreement constitutes a closed Agreement in settlement of all other industrial matters for the duration of this Agreement.

1.10 Savings Clause

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

1.11 Amendment, Renewal and Replacement

1.11.1 Subject to satisfactory implementation of this Agreement the parties agree to re-open negotiations three (3) months before expiration with a view to negotiating a replacement Agreement.

1.11.2 The existing award conditions and accrued entitlements of Employees employed at the date of signing, shall not be reduced as a result of this Agreement coming into effect.

PART 2 – CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION

2.1 Consultation (Mandatory Term)

2.1.1 This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

2.1.2 For a major change referred to in paragraph (2.1.1)(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses (2.1.3) to (2.1.9) apply.

2.1.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

2.1.4 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.

2.1.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

2.1.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

2.1.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

2.1.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (2.1.2)(a) and subclauses (2.1.3) and (2.1.5) are taken not to apply.

2.1.9 In this term, a major change is **likely to have a significant effect on Employees** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or

- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

2.1.10 For a change referred to in paragraph (2.1.1)(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) subclauses (2.1.11) to (2.1.15) apply.

2.1.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

2.1.12 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.

2.1.13 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).

2.1.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

2.1.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

2.1.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause (2.1.1).

2.2 College Consultative Committee

For the purposes of monitoring the implementation of this Agreement a College Consultative Committee consisting of Employer and Employee representatives will meet at least once a term.

2.2.1 The parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of the College. The parties accept that, according to the authority and responsibility structure of the College, final decision making remains the prerogative of the Principal/Employer. The Principal/Employer, in coming to decisions, is committed to the process of consultation with Employees.

2.2.2 The College has in place a number of structures to facilitate consultation and to advise the Principal/Employer in decision making. These structures 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 special purposes; and
- (d) various committees or officers appointed according to government regulation (e.g. Workplace Health and Safety).

2.2.3 The Employer will establish a College Consultative Committee as an important element in the

consultative structure within the College to ensure all people affected have an opportunity to participate in the implementation and monitoring of the Agreement at the College level.

2.2.4 The overall purpose of the committee is to provide an environment for greater two-way communication and in doing so, establish a forum in which Employees are able to participate in the implementation of the Agreement.

2.2.5 The College Consultative Committee also provides management with the opportunity to utilise Employee knowledge and experience. All parties support the principles of co-operation and consultation and agree that effective consultation is dependent upon:

- (a) a commitment to participate;
- (b) commitment to the College's established Mission, Philosophy and Aims;
- (c) co-operation and consultation prior to decisions being made;
- (d) effective communication processes within the College;
- (e) training; and
- (f) regular meetings.

2.2.6 Objectives of the College Consultative Committee.

The College Consultative Committee is established to implement, monitor and evaluate the Agreement at the School level. The objectives of the Committee are:

- (a) to promote a co-operative approach to the implementation of the terms of the Agreement;
- (b) to promote an understanding and implementation of the College's Mission, Philosophy and Aims;
- (c) to plan and ensure that necessary changes in work practices and organization are implemented;
- (d) to provide a mechanism for Employees to have input into decisions that affect their working lives, thus providing a more satisfying work environment; and
- (e) to provide a mechanism for Employees to be involved in problem solving.

2.2.7 Tasks of the College Consultative Committee.

To achieve the above objectives, the College Consultative Committee will:

- (a) monitor the implementation of the Collective Enterprise Agreement;
- (b) recommend to the Enterprising Bargaining Committee items to be included in the next Collective Enterprise Agreement; and
- (c) consult with employees affected by ongoing implementation.

2.2.8 The College Consultative Committee will reflect the governance, administrative and staffing structure of the College and should include:

- (a) up to 3 persons appointed by the employer and Principal of the College;
- (b) up to 3 employees elected by employees;
- (c) 1 school officer or services staff employee elected by the staff; and
- (d) where appropriate, other relevant personnel may be co-opted for input in specific issues.

2.2.9 The Principal will nominate the Chairperson of the Consultative Committee.

Proposed changes to conditions not already identified will be included in future stages of the agreement of the majority of employees affected by the proposal. Where this is required, all employees directly affected will be consulted as a group and addressed by representatives of the College Consultative Committee and/or representatives of employees. In these circumstances agreement is defined as a majority of employees affected.

However, the Parties acknowledge that consensus should, wherever possible be the basis of agreement. In determining the outcome neither party will unreasonably withhold agreement.

2.3 Individual Flexibility Arrangements (Mandatory Term)

2.3.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

2.3.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

2.3.3 The Employer must ensure that the individual flexibility arrangement:

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

2.3.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

2.3.5 The Employer or Employee may terminate the individual flexibility arrangement:

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

2.4 College Dispute Protocol

The primary procedural basis for the resolution of disputes at Suncoast Christian College will be based on biblical principles as exemplified by the teaching of Jesus in Matthew 18:15 (NIV).

"If your brother sins against you, go and show him his fault, just between the two of you. If he listens to you, you have won your brother over".

The application of these principles is agreed to be as follows:

2.4.1 The First Step in the Case of All Disputes.

- (a) The aggrieved person, after prayer, should privately go to the person with whom they have the grievance or, in the case of a grievance with the College Board, to the Principal or one of the Heads of Schools and seek a resolution;
- (b) Wherever possible the matters should be kept confidential to the persons concerned;
- (c) If this fails to resolve the dispute then the procedure for resolving the dispute shall depend on the nature of the dispute, as described below.

2.4.2 Specific Procedures for Various Categories of Dispute.

Where there is a grievance between Employees:

- (a) Should the above approach fail to resolve a dispute at the personal level and if the matter at issue is considered by the aggrieved party to be a threat to the proper functioning of the College, then the matter should be taken to the other party's supervisor. All those then involved should meet and endeavour to resolve the dispute;
- (b) If this fails to resolve the dispute and the matter at issue is considered by the supervisor to be a threat to the proper functioning of the College, then the matter should be brought to the attention of the Leadership Team by the supervisor and the procedures outlined under either clause above should be followed.

2.4.3 Where a staff member has a grievance with the College Board (or its representatives).

- (a) The matters to be dealt with in this procedure shall include all grievances or disputes that an Employee has with the College Board (or its approved representatives) in respect to any industrial matter, including the terms and conditions of this Agreement, and all other matters that the parties agree on and are specified herein. Such procedure shall apply to a single Employee or to any number of Employees.
- (b) In the event of an Employee having a grievance or dispute the Employee shall, in the first instance, attempt to resolve the matter with their Leadership Team, who shall respond to such matter as soon as reasonably practicable under the circumstances.
- (c) If the grievance or dispute is not resolved under the clause above, the Employee or the Employee's representative may refer the matter to the College Principal for discussion. Such discussion should, if possible, take place within 24 hours after the request by the Employee. If still unresolved after this discussion, a second meeting to attempt to resolve the matter should take place after a three (3) working days cooling off period. The College Principal will fully inform the Board Chair of the grievance or dispute (where appropriate).
- (d) If the grievance or dispute is still unresolved after discussions listed above, the Employee may request through the College Principal that the matter be dealt with by the College Board. This discussion should happen as soon as possible after the request but within fourteen (14) days.
- (e) If the grievance or dispute is still unresolved after discussions and interventions listed above by the Board, either party may request through the Principal or Board Chair that the matter be referred to the Suncoast Christian Church Committee of Management. This discussion should happen as soon as possible after the request within fourteen (14) days.
- (f) If the grievance or dispute is still unresolved after discussions as listed above, the matter shall, in the case of a member of a relevant union, be reported to the State Secretary of the relevant union of Employees and the relevant senior management of the Employer or the Employer's nominated industrial representative. An Employee who is not a member of a union shall confirm the continued existence of the grievance or dispute to senior management or report it to the Employer's nominated industrial representative or nominated independent witness.
- (g) If, after discussion between the parties, or their nominees mentioned above, the dispute remains unresolved, then notification of the existence of the dispute may be given to Fair Work Commission, pursuant to Section 739 of the *Fair Work Act 2009* (Cth).
- (h) Whilst all of the above procedures are being followed normal work shall continue except in the case of a genuine safety issue. Except in the case of termination, the status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- (i) All parties shall give due consideration to the matters raised or any suggestion or recommendation made by Fair Work Commission with a view to the prompt settlement of the dispute.
- (j) Any order of Fair Work Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- (k) Discussions at this 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 pursuant to Section 739 of the *Fair Work Act 2009* (Cth).

2.4.4 Where the College Board (or its representatives) has a grievance with a staff member.

- (a) The matters to be dealt with in this procedure shall include all grievance or disputes that the College Board has with an Employee in respect to any industrial matter, including the terms and conditions of this Agreement, and all other matters that the parties agree on and are specified herein. Such procedure shall apply to a single Employee or to any number of Employees.
- (b) The supervisor should discuss the problems informally with the relevant Employee and give appropriate guidance before the stage of an informal report to the Leadership Team is reached. It is anticipated that very few grievances will be serious enough to ever warrant going beyond this stage.
- (c) If the matter remains unresolved, the supervisor should refer the matter to an appropriate member of the Leadership Team who should discuss the problems informally with the relevant Employee and give appropriate guidance before the stage of a written report to the executive is reached.
- (d) If the matter remains unresolved, the matter should be taken up by the College Principal who identifies the Employee as having problems relating to aspects of the terms and conditions of this Agreement and provides informal advice and direction to the Employee. Either party may request the presence of an independent witness to the discussion.
- (e) If the informal counselling proves insufficient, the College Principal shall notify the Employee in writing of:
 - (i) the area(s) of concern;
 - (ii) the means to resolve the difficulty;
 - (iii) the timetable for the desired improvement; and
 - (iv) the support the College proposes to provide.
- (f) The Employee may inform their union that a formal complaint has been received in writing from the Employer.
- (g) If fourteen (14) days and if agreed support mechanisms have been provided during that period and the matter remains unresolved, the College Principal shall submit a written report to the College Board, and give copies to the Employee and the Employee's immediate supervisor.
- (h) If the matter remains unresolved, the Employee is asked to show cause to the College Principal as to why they should continue to be employed.
- (i) If the Employee is able to satisfy the Principal that they can respond appropriately given extra time then the Principal shall inform the Employee in writing of:
 - (i) the area(s) still requiring improvement;
 - (ii) the outline of the processes required for improvement;
 - (iii) the time line for improvement; and
 - (iv) the support the College proposes to provide.
- (j) If the Employee is unable to satisfy the College Principal that they can respond appropriately given extra time then the College Principal may terminate the Employee's employment by notice in writing.

2.5 Dispute Resolution Procedure (Mandatory Term)

2.5.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES;

this term sets out procedures to settle the dispute.

2.5.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

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

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

- 2.5.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

2.5.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

2.6 Harassment Disputes

- 2.6.1 Procedures for Preventing and Settling Disputes in Relation to Harassment of Employees.
- 2.6.2 Harassment for the purpose of this clause includes, but is not limited to, sexual harassment, bullying and violence.
- 2.6.3 Grievances arising out of harassment shall not be addressed by the Procedures for Resolving Disputes but shall be addressed as set out in Appendix 6.

PART 3 – EMPLOYMENT MATTERS

3.1 Types of Employment – Teachers

Teaching staff shall be advised in writing of their employment category upon appointment. Employment categories are:

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

3.1.1 Terms of Engagement

- (a) On appointment, the Employer will provide the Employee (other than a casual Employee) with a letter of appointment stating the classification and rate of salary applicable on commencement, the Employee's face-to-face teaching load and details of their extra curricular commitment.
- (b) In the case of a part-time Employee, the letter of appointment will include the Employee's teaching load expressed as a percentage of a full-time load in the school and that their extra curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time teacher.
- (c) Where the Employer engages the Employee on a fixed term basis, the letter of appointment will inform the Employee of the reason the employment is fixed term, the date of commencement and the period of the employment.

3.1.2 Full-Time Employment

A full-time Employee is an Employee engaged to work the hours specified in clause 4.1.

3.1.3 Part-Time Employment

- (a) A part-time Employee is an Employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time Employee at the College. If the hours of a part-time Employee rise above 90%, the Employee will be considered to be full-time.
- (b) A part-time Employee is entitled to the benefits under this Agreement on a pro rata basis.
- (c) An Employee (full-time or part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
- (d) An Employer cannot vary a part-time Employee's teaching load or days of attendance unless:
 - (i) the Employee consents; or
 - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven weeks' notice in writing in the case of a teacher or where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of seven weeks in the case of a teacher.

3.1.4 Casual Employment

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive weeks, or four consecutive term weeks in the case of a teacher in the college.
- (b) A casual engagement may be extended by agreement between the teacher and the Employer provided the total period of the engagement does not exceed one school term in the case of teachers in the college or a total of 10 weeks in any other case.
- (c) The rates of pay for a casual Employee are contained in Appendix 1.

3.1.5 Fixed Term Employment

- (a) The Employer will identify those teacher positions which would more appropriately be designated continuing positions or fixed term positions. Fixed term positions are those identified as meeting an identifiable short term need as in clause 3.1.5 (d).
- (b) It is recognized that in some exceptional situations a teacher may accept appointment to a series of fixed term appointments for a series of identifiable short term needs.

- (c) The 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(s).
- (d) An identifiable short term need could include:
 - (i) special projects;
 - (ii) proposed closure of a school;
 - (iii) short term funding;
 - (iv) filling the position of a specified Employee who is on nominated leave from the school;
 - (v) filling the position of an Employee arising from a resignation, where such position is declared vacant and no suitable permanent Employee is available;
 - (vi) accommodating temporary enrolment fluctuations in a school resulting from a specific short term factor such as a population influx during the construction period of an industrial development;
 - (vii) providing release time for senior administration staff in a school where the relevant arrangements vary for a specific short term arrangement; and
 - (viii) employing a part-time teacher to address class size issues and/or enhance curriculum offerings on a short term basis.
- (e) A fixed term contract of employment will not be used as a probationary period.
- (f) Where an Employer employs an Employee on a fixed term contract, the Employer will indicate in the Employee's letter of appointment the terms, conditions and specific duration (commencement and cessation dates) of the appointment.
- (g) Except as provided in clause 3.1.5 (g), a fixed term Employee will not be employed for a period in excess of twelve (12) months. However, if the identifiable short-term need exists after the twelve (12) month period, a further fixed term appointment (no longer than twelve months) may be agreed between the parties. Any agreement reached between an Employer and an Employee as prescribed by this clause shall be in writing and signed by both parties.
 - (i) Where an Employer receives short term funding for a specific purpose/project and that funding covers a specified period which is in excess of twelve (12) months then an Employee may be appointed for that specified period of time; or
 - (ii) Where an Employee is provided with a period of parental leave which is in excess of twelve (12) months then an Employee may be appointed on a fixed term contract for that specified period of time; or
 - (iii) Where an Employee commences on a specified period of approved leave (paid and/or unpaid) which is in excess of twelve (12) months then an Employee may be appointed on a fixed term contract for that specified period of time.
- (h) Conversion from Fixed Term to Continuing Status

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

3.2 Types of Employment – School Officers & General Staff

3.2.1 School officers & general staff will be employed in one of the following categories:

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

At the time of engagement, an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis and the Employee's classification.

3.2.2 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week.

3.2.3 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's Agreement entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the school year the Employee will work and starting and finishing times each day.
- (e) The terms of the agreement in clause 3.2.3 (d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

3.2.4 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 25%.
- (c) A casual Employee will be engaged and paid for a minimum of two hours for each engagement. Except that a preschool/childcare services Employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.

3.2.5 Fixed Term Contracts – School Officers & General Staff

The following provisions of this clause will apply to all school officers.

3.2.6 Fixed Term Appointment

- (a) The Employer will employ an Employee on a fixed term contract of employment only where the Employee is appointed to cover an identifiable short term need.
- (b) An identifiable short term need could include:
 - (i) special projects;
 - (ii) proposed closure of a school;
 - (iii) short term funding;
 - (iv) filling the position if a specified Employee who is on nominated leave from the school; and
 - (v) filling the position of an Employee arising from a resignation, where such position is declared vacant and no suitable permanent Employee is available.

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

3.2.8 Where an Employer employs an Employee on a fixed term contract, the Employer will indicate in the Employee's letter of appointment the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

3.2.9 Except as provided in clause 3.2.6, a fixed term Employee will not be employed for a period in excess of twelve (12) months. However, if the identifiable short-term need exists after the twelve (12) month period, a further fixed term appointment (no longer than twelve (12) months) may be agreed between the parties. Any agreement reached between an Employer and an Employee as prescribed by this clause shall be in writing and signed by both parties.

3.2.10 Where an Employer receives short term funding for a specific purpose/project and the 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

3.2.11 Where an Employee is provided with a period of parental leave in accordance with 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

3.2.12 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.

3.2.13 The Employer will provide information to any school officer on a fixed term appointment of the procedures to be followed and the criteria used if the school officer wishes to apply for continuing status.

3.3 Review of Casual Employment

3.3.1 A casual Employee who has been engaged on a regular and systematic basis for more than twelve (12) months may elect to have his or her employment converted to full time or part time employment depending on the number of hours regularly worked over the previous twelve (12) month period.

3.3.2 The Principal may consent to or refuse such election but shall not unreasonably refuse such election. Any disputes over conversion will be managed through the Procedures for Resolving Disputes.

3.4 Flexible Working Arrangements

3.4.1 A full time Employee may apply in writing to work on a part time basis for a fixed period, after which time they would again revert back to full time status.

3.4.2 In giving consideration to the Employee's application to move to part time work for a fixed period, the Employer will take into account the following:

- (a) the particular circumstances of the Employee that give rise to the application;
- (b) the operational requirements of the organisation, including the Employer's capacity to reorganise work arrangements and secure competent replacement staff; and
- (c) the financial implications for the organisation.

3.4.3 Such arrangements shall only be made at the request of the Employee and by agreement with the Employer.

3.5 Job Share

The parties agree that the provisions set out in Table 1 below will be the minimum requirements in relation to job share arrangements.

Table 1:

SUBJECT:	DESCRIPTION:
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 Agreement	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 exceed one (1) to seven (7) – (one job-share position to seven full-time positions). Guidelines will acknowledge the right of Employers to 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 will 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 (1) 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	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-

SUBJECT:	DESCRIPTION:
	<p>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 position is unable to continue in the position during the period of the job-share arrangement</p>
Alterations to Arrangements	<p>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 (2) weeks' notice or a shorter period by mutual agreement.</p>
Division of Position	<p>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.</p>
Rates of Pay	<p>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.</p>
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, sick leave, long service leave, superannuation and all Award benefits and any other relevant allowances.</p> <p>The guidelines will specify that where one Employee in a job-share position accesses sick leave or 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. The guidelines will indicate that usual replacement conditions apply for leave such as long service leave, maternity/paternity and adoption leave. The guidelines will specify that where situations of redundancy occur, redundancy provisions will apply to the job-share incumbent/s.</p>
Professional Development and Planning Days	<p>The guidelines will acknowledge that job-share Employees are entitled to access professional development and promotion as can full-time Employees. The 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.</p>

3.6 Teacher Classification

- 3.6.1 A 4 Year trained Teacher shall be appointed at Band 2 Step 1.
- 3.6.2 A Teacher admitted to the service as a 4 Year trained Teacher who has an Approved bachelor's degree with first and second degree honours from a recognised University plus one Year of Teacher education or 2 Approved degrees from a recognised university plus one Year of Teacher education shall commence on the salary prescribed for Band 2 Step 2.
- 3.6.3 Progression from one salary Step to a higher salary Step shall be by automatic annual increment up to a maximum salary of Band 3 Step 5.
- 3.6.4 In the case of a casual or part-time teacher, progression to the next increment will be after 1000 hours of duty.

3.7 Senior Teacher

Teachers shall have access to the Senior Teacher classification. The details of this classification are set out in Appendix 3.

3.8 Positions of Added Responsibility

The parties have negotiated a "Positions of Added Responsibility" structure for the College. The details of this structure, including allowances, are set out in Appendix 4.

3.9 School Officer Classification

School Officers shall be classified in accordance with the matrix in Appendix 2 of this Agreement.

- 3.9.1 A school officer may request a reclassification of their position. Such a request may be made either in relation to the classification level of an existing position or where the classification level of the position has been changed. Except in exceptional circumstances no Employee shall be permitted to seek a reclassification of their position on more than one occasion in a twelve (12) month period.
- 3.9.2 The Employee shall make any such Request for Reclassification, in writing, to the Employer.
- 3.9.3 The Employer shall consider the Request for Reclassification and notify the Employee in writing of the decision regarding the Employee's request.
- 3.9.4 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.
- 3.9.5 The school officer will be advised in writing of the outcome of this review.
If an agreed outcome cannot be reached then the Employee may refer the matter to Fair Work Commission in the terms of the Disputes Resolution Procedure.
- 3.9.6 Each level of the classification structure has varying steps which provide for yearly increments within a level. Such increments are payable subject to satisfactory performance but will not be unreasonably withheld by the Employer without due process.
- 3.9.7 For the purposes of establishing the entitlement of an Employee to a yearly pay increment a year's service shall constitute 1976 hours of duty.

3.10 General Staff Classification

Wages rates for General Staff are contained in Appendix 1 of this Agreement. General Staff will be classified as follows:

3.10.1 Miscellaneous Workers

(a) **Level 1**

An Employee at this level has been employed for a period of less than three months and is not carrying out the duties of a level 3 or level 4 Employee.

(b) **Level 2**

An Employee at this level has been employed for more than three months and is not carrying out the duties of a level 3 or level 4 Employee.

(c) **Level 3**

An Employee at this level has a trade qualification or equivalent and is carrying out duties requiring such qualifications.

(d) **Level 4**

An Employee at this level has advanced trade qualifications and is carrying out duties requiring such qualifications or is a sub-professional Employee.

3.10.2 Building Products Manufacture & Minor Maintenance Workers

- (a) Upon appointment, staff shall be classified as either Labourers or Tradespersons and paid accordingly.

3.10.3 Retail Workers

- (a) "Shop Assistant" means - an Employee engaged in the reception, sale, or delivery by hand of any goods for sale by retail and/or for hire.
- (b) "First Level Supervisor" means - an Employee who is appointed by the Employer to be, or is, responsible for a defined or designated area of a shop. Such Employee may work alone, or directly supervise other Employees, in the defined or designated area.
- (c) "Second Level Supervisor/Shop Manager" means - an Employee who is appointed by the Employer to be, or is, in charge of a number of defined or designated areas of a shop, or to be, or is, in charge of a shop.

3.10.4 Motor Drivers

- (a) Upon appointment, staff shall be classified as either Cleaner/Greaser or Bus Driver and paid accordingly.

3.10.5 Greenkeepers

- (a) *Greenkeeping Employee - Level 1* is an Employee who is engaged to assist in a range of general duties applicable to the maintenance and development of turf areas and surrounds. An Employee will remain at this level for a maximum of 6 months.
- (b) *Greenkeeping Employee - Level 2* is an Employee who has completed structured training so as to enable the Employee to perform work within the scope of this level. An Employee at this level performs work above and beyond the skills of a Greenkeeping Employee - Level 1 and to the level of their training.
- (c) *Greenkeeping Employee - Level 3* is an Employee who is engaged to assist and carry out, with or without direction, duties pertaining to the maintenance and development of turf areas and surrounds, and performs work above and beyond the skills of a Greenkeeping Employee - Level 2 and to the level of their training.
- (d) *Greenkeeping Employee - Level 4 (Tradesperson)* is an Employee who has satisfactorily attained the appropriate level of training at trade or equivalent level.
- (e) *Greenkeeping Employee - Level 5* is an Employee who has satisfactorily attained the appropriate level of training at the trade or equivalent level and who carries out and/or manages greenkeeping aspects pertaining to the general maintenance and development of turf areas and surrounds.
- (f) *Greenkeeping Employee - Level 6* is an Employee who is responsible for the total management of a turf area and surrounds, but does not include Employees who have the right to engage and/or terminate the services of other Employees.

3.11 Early Learning Centre Employees

Conditions for staff employed in an Early Learning Centre operated by the College are set out in Appendix 5 of this Agreement.

3.12 Averaging Wages

If a continuing Employee (other than a Teacher) works less than fifty two (52) weeks a year they may make written application to the Principal to have their pay averaged out over the full year. Subject to the approval of the Principal, such an agreement shall be recorded in writing and a copy must be kept as part of the time and wages record of the affected Employee

3.13 Proportion of Salary - Teachers

3.13.1 The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro rata salary where an Employee's employment ceases; or
- (b) in the calculation of payment in regard to pro rata salary if:
 - (i) an Employee commenced employment after the school or preschool service date;
 - (ii) an Employee has taken leave without pay of more than two term weeks since the school or preschool service date; or
 - (iii) the hours which an Employee has worked at school or preschool have varied since the school or preschool service date.

3.13.2 Calculation of payments

$$P = \frac{s \times c}{b} - d$$

P is the payment due

s is the total salary paid in respect of term weeks, or part thereof, since the school or preschool service date or the date of employment in circumstances where the Employee has been employed by the Employer since the school or preschool service date.

- b is the number of term weeks, or part thereof in the school or preschool year
- c is the number of non-term weeks, or part thereof, in the school or preschool year
- d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the Employee has been employed by the Employer since the school or preschool service date.

3.13.3 For the purpose of this clause:

- (a) ***school or preschool service date*** means the date from which Employees are paid at the commencement of the school/preschool year in their first year of service with the Employer; and
- (b) ***Employee*** means Teacher other than a teacher engaged as a casual Employee.

3.13.4 The formula in clause 3.13.2 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an Employee in respect of the school/preschool year in which the formula is applied.

3.14 Resignation and Termination of Employment

3.14.1 The parties agree that in order to enable the College to make appropriately considered appointments to the College staff, there needs to be sufficient time from the receipt of a resignation to the date of its effectiveness.

3.14.2 Teaching staff are required to give four (4) weeks' notice during term time. School officers are required to give four (4) weeks of notice.

3.14.3 If an Employee fails to give the amount notice as prescribed in clause 3.14.2, the Employer may withhold from any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period notice given by the Employee.

3.14.4 The notice of termination required to be provided by the Employer is the same as that required by the Employee in Clause 3.14.2. Provided that an Employee that is over 45 years old and has completed at least two years of continuous service, will receive an additional one week's notice.

3.15 Redundancy

Where redundancy is contemplated by the Employer, the consultative provisions of this Agreement shall apply in addition to the following:

3.15.1 Transfer to lower paid duties

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. The Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.
- (b) Employees aged over 45 years of age and who have been continually employed for 2 years or more are eligible for an additional week's notice.

3.15.2 Time off during notice period

- (a) Where a decision has been made to terminate an Employee due to redundancy, 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.

3.15.3 Severance pay

- (a) In addition to the period of notice prescribed for termination in clause 3.14.4, an Employee whose employment is terminated due to redundancy will 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) Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

- (c) Job search entitlement

An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

3.15.4 Part-time Employees

If a part-time Employee's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

PART 4 – HOURS OF WORK AND PROFESSIONAL MATTERS

4.1 Hours of Duty – Teachers

This section seeks to outline only the prescribed hours teachers actually work at school. Suncoast Christian College recognises and values the fact that teachers carry out school work at home on a regular basis in addition to the stated hours in this document. There will be times when staff members are asked or encouraged to undertake atypically heavy workloads (e.g. musicals, long camps, QCAA responsibilities).

The parties agree to the following terms, conditions and quanta relating to the allocation of duty to primary and secondary staff.

- 4.1.1 Teaching staff shall be required for duty during the teaching school year which shall be thirty-nine (39) weeks maximum. A whole teaching week shall be five (5) full days including Public Holidays that fall in a teaching week. Part weeks may have their days accumulated to form a whole teaching week.
- 4.1.2 Maximum Hours of Duty for both primary and secondary teachers shall be 1236 hours per annum.
- 4.1.3 Typical averaging Hours of duty per week for primary teachers and secondary teachers will be up to 31.7 hours per week.
- 4.1.4 P-12 teaching staff shall be allocated hours on a pro-rata basis.

Hours of Duty shall include:

(a) Contact Time:

The maximum contact time for teachers shall be:

Primary Classroom Teacher – 25 hours per week;

Secondary Classroom Teacher 21 hours 40 minutes;

Contact time includes programmed teaching time, programmed sporting and administrative/pastoral care time. It may include compulsory weekly assemblies and chapel.

(b) Non-Contact Time:

During the period of this Agreement, preparation and correction time in the Primary section of the College shall be between 2 hours and 2 hours 15 minutes per week. During the period of this Agreement, preparation and correction time in the Secondary section of the College shall be an amount equal to approximately 20% of actual contact time.

Non-contact duties include tasks primarily related to the Academic and Pastoral programs of the College. These tasks include preparing, setting, correcting and reporting on students' work, assignments and tests; assisting in writing work programs; interviewing students; and discussing pastoral care matters with other staff members. Teaching Staff shall be provided with fifty (50) minutes paid morning tea time per week. Other meal breaks are unpaid.

(c) Other duties:

The balance of the hours of duty may be made up by:

(i) Curricular Duties:

Duties include such things as supervising students generally, playground and bus duty, supervising students detained for punishment, supervising students travelling on buses, staff meetings, assemblies and Chapel services.

(ii) Co-Curricular Duties:

Teachers are required to be involved in co-curricular activities equivalent to an average of 1 hour per week. To achieve the Aims of the College, staff will take on other co-curricular involvements where they feel able. These duties will normally occur before or after school and include supervision and training of sporting teams, performing arts and cultural activities, and sporting carnivals. The type of personal co-curricular involvement will be confirmed after consultation with staff and a consideration of the needs of the College. Where a teacher is timetabled to take sport, co-curricular duties will normally include the training of those teams.

4.1.5 Overtime

Employees are paid a salary which takes into account all work required of them by the College under this Agreement. No overtime is payable to teachers under this Agreement, except by negotiation

between part-time VET teachers and the Principal.

4.1.6 Extra-Curricular

Extra-curricular duties are those duties which fall outside the programmed ordinary hours of work. Such duties are honorary and voluntary and shall be arranged by agreement between the teachers and the College.

4.1.7 Other Hours

Teaching staff may additionally perform twelve (12) hours per semester for such activities as Presentation Nights, Primary Information night, Staff Dedication Service, Festival, Spotlight, On Stage, Open Day and evening Parent-Teacher Interviews.

4.1.8 Camps

For the success of the P-12 camping program, teachers should normally be available to attend one camp per year in an appropriate year level after consultation with the Head of School.

4.1.9 Non-Contact Days

In addition to the thirty-nine (39) weeks required of teachers as set out in clause 4.4.1, non-contact days will be scheduled to assist staff development and planning and will include:

- (a) up to four (4) days in non-term time prior to the start of the College year to be scheduled by the school (three (3) days for current staff and four (4) days for new staff);
- (b) up to five (5) days non-contact days to be scheduled by the Principal between terms 2 and 3; and
- (c) one (1) day in term time for term 4.

Additionally, non-contact day(s) will be scheduled in the final week of Term 4 for other end-of-year activities.

4.1.10 Reasonable Additional Hours

The parties agree that hours under this clause are reasonable additional hours within the meaning of the Fair Work Act 2009.

4.2 Hours of Duty – School Officers & General Staff

4.2.1 Subject to the provisions of this clause the ordinary hours of work for a school officer shall not exceed 76 hours per fortnight.

4.2.2 Such ordinary hours of work shall be worked continuously (except for meal breaks) between 7.00 am and 6.00 pm on Mondays to Fridays inclusive or on such other terms as agreed at the point of engagement or subsequently changed by mutual agreement in accordance with the individual flexibility clause in Part 2 of this Agreement.

4.2.3 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 by the College with (2) two weeks' notice or shorter period by mutual agreement.

4.2.4 The minimum engagement for a casual or part-time school officer shall be two hours per day. Employee rosters shall be developed to avoid 'broken shifts' on a single day. Should an Employee be scheduled a 'broken shift', a penalty of 15% of the Employee's ordinary hourly wage shall be paid for both parts of the shift.

4.2.5 Payment or banking of ordinary hours for School Officers

Where an Employer authorises additional hours to be worked by an Employee (and the Employee agreed to work those additional hours) beyond the Employee's normal starting and finishing times, but within ordinary hours of work, prescribed in clauses 4.2.1 and 4.2.2, these hours will be either:

- (a) paid for at the ordinary rates; or
- (b) granted Time Off In Lieu (TOIL).

4.2.6 Unpaid Meal Breaks and Paid Rest Pauses– School Officers & General Staff

Unpaid Meal Breaks

(a) Staff members are entitled to an unpaid meal break of at least 30 continuous minutes duration per day.

- (b) Where supervision or other duties are directed within the normal timetabled meal break, an alteration to the provision of the minimum unpaid meal break may be achieved through consultation with staff, provided that in the event of a failure to reach mutual agreement, the following will apply:
 - (i) all staff receive a minimum continuous meal break of 20 minutes per day; and
 - (ii) the total period for meal break is no less than 150 minutes per week; this cannot be averaged over a period longer than a week.
- (c) Where staff in specialist roles are required to perform duties throughout the course of scheduled meal breaks, a meal break of at least 30 minutes shall be provided at an alternative time determined by agreement between the Principal and individual staff members.

Paid Rest Pauses

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

4.3 Professional Development

The parties are committed to enhancing the skills of Employees through the provision of both internal and external professional development and training, within the College's resource capacity, and to recording College provided PD that occurs on site.

4.4 Appraisal

- 4.4.1 The parties acknowledge that a formative appraisal system provides opportunities for Employees to identify strengths and to set goals and identify training needs.
- 4.4.2 Consideration should be given to the following elements during this process:
 - (a) For Teachers, the AITSL Australian Professional Standards for Teachers including the Australian Teacher Performance and Development Framework;
 - (b) it should be linked with the College's goals and objectives;
 - (c) it should be built into the operational practice of the College via training of all staff, which aims to build common values and understandings of the structures and processes;
 - (d) it is developmental and focuses on improvement and development not supervision of individuals;
 - (e) it should be directly linked to a clearly articulated statement of agreed expectations of the staff member(s) in the College. The emphasis is on objective data;
 - (f) it provides for a variety of information collection processes and sources;
 - (g) it needs to be flexible to allow for changes and modification within the stated framework; and
 - (h) it makes provision for the allocation of adequate resources to operate the process.

4.5 Provision for Students with Special Needs

4.5.1 Commitment and Educational Provisions

The College has a long term standing commitment to the educational provision for students with special needs. Students with special needs include those students ascertained at level 5 or 6 with intellectual impairment, physical impairment, autistic spectrum disorder, hearing impairment, social emotional disorder, and speech and language impairment; or those students with such impairments or disorders who require individual and special educational provision whether ascertained or not. Students with special needs may also include English as a Second Language (ESL) students.

The College seeks to enhance the quality of that educational provision for students with special needs and agrees to implement the following:

4.5.2 Teacher Support

In consultation with, and at the discretion of the relevant Leadership Team member, a Teacher assigned to a class in which student/s with special needs is/are enrolled shall be provided, where practicable with:

- (a) information, and professional training where relevant, regarding the student's needs;
- (b) time release at the beginning of each term (and throughout the year where appropriate) for the designated tasks of:
 - (i) planning for the inclusion of the student in all curriculum areas;
 - (ii) meeting with the parents to develop supportive home/school liaison;
 - (iii) meeting with learning assistants, learning support teacher(s), educational consultants, as relevant; and
 - (iv) planning for camps and excursions;
- (c) on-going time release of a quantum commensurate with the needs of the student and the level of teacher responsibility to enable the teacher to:
 - (i) liaise with special support groups, parents, learning assistants, learning support teachers, educational consultants;
 - (ii) discuss the strengths and weaknesses of programs with others; and
 - (iii) modify the educational program and assessment structures.

4.5.3 Learning Teacher Assistant – Learning Support

In consultation with and at the discretion of the relevant Leadership Team member, a Teacher Assistant assigned to assist in the education of students with special needs shall be provided, within one term of appointment where possible, with the following:

- (a) relevant professional training of up to three (3) days duration; and
- (b) time allocation to liaise with teachers and other specialist support staff.

4.6 Provisions for Composite Classes

4.6.1 The parties acknowledge the additional workload that may be associated with teaching composite classes.

4.6.2 Where a teacher is allocated a composite class, timely consultation will occur regarding support the teacher may require.

PART 5 – WAGES AND SUPERANNUATION

5.1 Wages

- 5.1.1 The parties agree that wage increases included in this Agreement are aimed at providing parity with CSA schools (who have achieved comparable wage outcomes to Education Queensland) for all staff and to minimise wage disparity in subsequent wage negotiations.
- 5.1.2 Wages and wage increases will be as set out in Appendix 1 of this Agreement.
- 5.1.3 The wage increases prescribed in the Appendix 1 of this Agreement will apply from the first full pay period after the effective date contained in the tables.

5.2 Superannuation

- 5.2.1 In addition to the wages prescribed in this Agreement, Employees shall be entitled to occupational superannuation benefits in accordance with the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.
- 5.2.2 In addition to the minimum requirements of 5.2.1, the Employer shall make available to all Employees the following options:
 - (a) where an Employee makes a contribution of at least one per cent (1%) to superannuation, the Employer will contribute an additional .25% to the Employee's superannuation;
 - (b) where an Employee makes a contribution of at least two per cent (2%) to superannuation, the Employer will contribute an additional .75% to the Employee's superannuation;
 - (c) where an Employee makes a contribution of at least three per cent (3%) to superannuation, the Employer will contribute an additional 1.25% to Employee's superannuation;
 - (d) where an Employee makes a contribution of at least four per cent (4%) to superannuation, the Employer will contribute an additional 1.75% to Employee's superannuation; and
 - (e) where an Employee makes a contribution of at least five per cent (5%) to superannuation, the Employer will contribute an additional 2.25% to Employee's superannuation.
- 5.2.3 Where an Employee has not advised the Employer of their choice of superannuation within twenty eight (28) days of commencing employment, the Employer will make superannuation payments to the QIEC Trust (Queensland Independent Education and Care Superannuation Fund) or successor fund.
- 5.2.4 The College agrees to include in any induction material to new Employees a prospectus for Colonial First State First Choice Superannuation Fund and the QIEC Trust or successor funds.
- 5.2.5 An Employee may nominate in writing to salary sacrifice to any compliant superannuation funds. This arrangement may be altered only once per year with the costs to be met by the Employee.

5.3 Salary Packaging

- 5.3.1 Salary Packaging has been made available to Employees at the discretion of the College from 1 January 2004. Administrative Guidelines will be developed by the College and made available to all Employees.
- 5.3.2 At the discretion of the Business Manager and where agreement is reached between the Employer and the Employees, Salary Packaging arrangements may be made between the individual Employee and the Employer.
- 5.3.3 Where such an agreement is reached, the Employee's total salary benefit shall be reduced by an amount equivalent to that agreed between the Employer and Employee plus any relevant tax liability incurred by the Employer.
- 5.3.4 In calculating the total salary benefit the Employer shall include the appropriate salary as per Appendix 1 of this Agreement, Leave Loading and Superannuation Guarantee Charge.
- 5.3.5 The Employer reserves the right to outsource the administration of such agreed salary packaging arrangements. Where this occurs the costs will be borne by the Employee in regard to their own package. The College reserves the right to recover any administrative costs.
- 5.3.6 For the purpose of calculating Employee benefits the following shall apply:
 - (a) the payment of vacation periods and long service leave and other benefits not identified in subclause (b) will be based on the cash component of the salary package; and

- (b) the payment of superannuation and annual leave loading shall be based on the Employee's wage as prescribed in Appendix 1, prior to any salary packaging arrangements.

5.4 Allowances

5.4.1 School Officers & General Staff – 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 Appendix 1.
- (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.

5.4.2 School Officers & General Staff – Employer requirement to hold a First Aid Certificate

- (a) The Employer will provide appropriate training or 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.

5.4.3 School Officers & General Staff – Qualifications Allowance

A school officer who holds both a current First Aid certificate and an additional formal qualification relevant to their work, will receive the Qualification Allowance, in accordance with Appendix 1, as follows:

- (a) Level 2 School Officer who holds a Certificate Level III qualification (or higher);
- (b) Level 3 School Officer who holds a Certificate Level (IV) qualification (or higher);
- (c) Level 4 School Officer who holds a Diploma or Associate Diploma level qualification (or higher); and
- (d) Level 5 School Officer who holds a Degree Level qualification (or higher).

5.4.4 Meal Allowance

Where the Employer requires an Employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- (ii) if an Employee could reasonably return home for a meal; or
- (iii) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$15.14 to the Employee.

5.4.5 Vehicle Allowance

An Employee (including a Teacher) required by the Employer to use the Employee's motor vehicle in the performance of their duties will be paid \$0.68 per kilometre.

5.5 Staff Discount

The College will provide a 25% staff discount for school fees for those Employees who have their own children enrolled at the College, including Employees contracted for at least a 12 month period. This discount will be paid on a pro-rata basis for part-time Employees, and term time Employees contracted for at least four school terms.

The staff discount applies to children enrolled at the College and not grandchildren of any staff member who are enrolled at the College.

PART 6 – LEAVE ARRANGEMENTS

6.1 Personal/Carer's Leave

An Employee's entitlement to personal/carers leave is subject to the following conditions:

- 6.1.1 All Employees are entitled, as a minimum, to personal/carers leave in accordance with the NES.
- 6.1.2 Part time Employees shall accrue personal/carers leave on a proportional basis, based on hours of service.
- 6.1.3 When an Employee's absence is for more than two (2) days the Employee is required to give the Employer a doctor's certificate or other reasonably acceptable evidence about the nature and approximate duration of the illness and/or need to provide care or support.
- 6.1.4 Unpaid leave may be accessed by an Employee to continue to care and support a household or an immediate family member who is terminally ill or has a critical or severe injury or illness or a debilitating disease which will require a period of care and support if necessary by agreement with the Employer. An Employer may request a doctor's certificate indicating the nature of the illness and/or the need for ongoing care and support.
- 6.1.5 Health Check Leave

The College recognises the importance of Employees maintaining healthy lifestyles and regular health check-ups. In an effort to foster healthy lifestyles, Employees shall be entitled to use one (1) day per annum of their personal leave to obtain medical advice and/or treatment of a preventative nature. The Employee shall, where practicable, give the Principal two (2) weeks' notice prior to taking health check leave.

6.2 Annual Leave

6.2.1 Teaching Staff

Annual leave is provided for in the NES. Annual leave provisions shall be calculated in accordance with proportion of salary clause in this Agreement.

6.2.2 School Officers & General Staff

For all General Employees other than casuals annual leave entitlements shall be in accordance with the NES.

6.2.3 General Provisions – School Officers & General Staff

- (a) Annual Leave may only be taken during School Holiday Periods, unless the Principal approves otherwise in his/her sole and absolute discretion.
- (b) A term-time Employee will be entitled to their annual leave from the date that the mid-summer School Holiday Period commences. Where a term-time Employee does not have sufficient accrued Annual Leave to cover the entire School Holiday Period, the term-time Employee will be deemed to be on Unpaid Vacation Leave for the balance of that School Holiday Period.

However, where a term-time Employee and the Principal mutually agree, a term-time Employee may access their accrued Annual Leave at some other time. Any part of a School Holiday Period which is not part of the term-time Employee's Annual Leave is deemed to be Unpaid Vacation Leave.

6.2.4 Annual leave loading shall be calculated as follows:

- (i) the Employee shall receive their ordinary wage rate as prescribed by this Agreement for the period of Annual Leave;
- (ii) a further amount calculated at 17.5% of the amount referred to in clause 6.2.1; and
- (iii) clause 6.2.3(ii) shall not apply to any periods of leave exceeding four (4) weeks per annum.

6.3 Community Service Leave

6.3.1 An Employee may be absent from employment to engage in an eligible community service activity including:

- (a) jury service that is required by Commonwealth, State or Territory Law;
- (b) voluntary emergency management activity; or

(c) an activity that is of community service nature prescribed by regulations.

6.3.2 Voluntary emergency management activity is a voluntary activity that involves dealing with an emergency or natural disaster. The Employee must be a member of a recognised emergency management body (or have a “member-like” association with the body). The body must request the Employee to engage in the activity. The Employer will require the Employee to provide reasonable evidence that supports the Employee being engaged in the eligible community service activity. An Employee is entitled to community service leave for the period during which the Employee engages in eligible community service activity plus reasonable travelling time associated with the activity and reasonable rest time immediately following the activity.

6.3.3 Unless the activity is jury service, the Employee’s absence must be reasonable in all the circumstances.

6.3.4 Community Service Leave is unpaid except for non-casuals engaged in jury service. Any monies received for jury service will be paid to the Employer on receipt.

6.4 Public Holidays

6.4.1 In accordance with the NES an Employee is entitled to be absent from work on a day that is a public holiday as defined in the NES and receive pay equal to their ordinary hours of work for that day.

6.4.2 All time worked by any Employee on a public holiday shall be paid for at the rate of double time and a half with a minimum of four (4) hours.

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

6.4.4 Notwithstanding any other provision of clause 6.4, when an Employee works on a public holiday, the Employee shall be paid at the rate prescribed by clause 6.4 for the holiday or, by agreement between the Employer and the Employee, may be paid at the ordinary rate and given a day off in lieu thereof within 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 this clause.

6.5 Parental Leave

6.5.1 Eligible Employees, other than those with less than twelve (12) months of regular and systematic service, are entitled to unpaid parental leave in accordance with the provisions of the NES. These provide for up to twelve (12) months of unpaid leave, and subject to the relevant provisions contained in the NES, an additional twelve (12) months of unpaid leave after the initial twelve month period.

6.5.2 For the purposes of this provision, “continuous service” means service as a full-time or part-time or casual Employee or a combination thereof, but excludes casual service with a break in continuity of more than three months.

6.5.3 Employees satisfying the eligibility criteria at 6.5.1 and 6.5.2 will also be entitled to fourteen (14) weeks of paid parental leave, at the rate at which they were paid immediately prior to commencing the leave. This paid leave shall be in addition to any government paid parental leave scheme.

6.5.4 This entitlement shall be exclusive of any paid school vacation period and be paid on a pro-rata basis for part-time Employees.

6.5.5 The Employee’s absence on paid parental leave shall count as service for incremental purposes.

6.5.6 The Employee shall provide ten weeks’ notice in term time of their intention to return to their employment. Subject to the agreement of the Principal and the provisions of the Fair Work Act, a full time Employee may return to work after parental leave on a part time basis.

6.6 Partner Leave

6.6.1 Unpaid partner leave is available to Employees in accordance with the NES.

6.6.2 Employees, other than a casual Employee and those who have not completed at least 12 months of continuous services, are entitled to a period of one (1) week paid partner leave. This leave is exclusive of their accrued sick leave and any entitlement to unpaid leave that the Employee has under the NES. The period of paid leave will start from the day their partner begins to give birth or, in the case of

adoption, the day of placement of the child. This period of paid leave will be in addition to the Federal Government's Dad and Partner Pay scheme.

6.6.3 Time on paid partner leave is incorporated into the Employee's entitlement to up to 52 weeks unpaid leave after their partner gives birth so that the Employee can be the child's primary care-giver.

6.6.4 Partner leave may be taken in addition to Personal/Carer's leave under Clause 6.1 of this Agreement.

6.6.5 This entitlement shall be exclusive of any paid school vacation period and be paid on a pro-rata basis for part time Employees

6.7 Long Service Leave

6.7.1 All Employees will accumulate Long Service leave entitlements at the rate of 1.3 weeks per full time equivalent year of completed service from the date of engagement.

6.7.2 Employees who complete seven (7) years of continuous service may access their entitlement to Long Service Leave. After the first seven years, subsequent Long Service Leave may be taken once an Employee has an accrued entitlement of four (4) weeks.

6.7.3 Timing of leave will be at a mutually convenient time with reasonable notice given. Reasonable notice should be not less than two full school terms.

6.7.4 The minimum period of Long Service Leave to be accessed is four (4) weeks. An Employee may request to take less than four (4) weeks Long Service Leave in exceptional circumstances. Such leave is granted at the discretion of the Principal.

6.7.5 Where an Employee is entitled to a period of Long Service Leave, such leave may be taken, by agreement between the Employee and the Principal at the rate of half pay. In such circumstances the length of the Employee's leave would be double the amount nominally due to the Employee.

6.7.6 Cashing out of Long Service Leave

Employees who are eligible to access their accruals of long service leave may apply to the Employer, in writing, to "cash out" a proportion of such leave instead of taking leave. An application to cash out long service is subject to the following conditions:

- (a) at least five (5) weeks must be retained at any point of time to use as long service leave;
- (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 6.7.6 (a) above;

For example, 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 should seek independent financial advice prior to making application to "cash out" their long service leave.

6.8 Examination and Study Leave

Application may be made for leave with pay for the actual time taken to attend examinations, provided that the course being taken is directly related to the Employee's role in the College. Leave would normally be either a morning or afternoon College session as appropriate on the day of the examination plus time for essential travel.

Application may be made for leave without pay for study purposes prior to an examination, provided that the course being taken is relevant to the Employee's role in the College. Leave would normally be for a day.

6.9 Compassionate Leave

In addition to the minimum requirements of the NES regarding compassionate leave, an 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; and
- (d) if the permissible occasion is the contraction or development of a personal illness, or sustained the personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

6.10 Emergency and Natural Disaster Leave

- 6.10.1 The parties to this Agreement recognise the importance of keeping the College open wherever possible during times of natural disasters and, should the College need to be closed for a time, to reopen it 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 principal or their nominee.
- 6.10.5 The principal will make every effort to clarify contact and communication procedures to be used at times of emergencies.
- 6.10.6 The principal 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 College's discretion.

6.11 Domestic Violence Leave and Measures

6.11.1 Leave

- (a) The Employer is bound by the mandatory reporting requirements of adult domestic violence under the relevant legislation.
- (b) An Employee, who is experiencing domestic violence, will have access to a maximum of five (5) days per year non-cumulative of paid special Domestic Violence 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 personal crisis.
- (c) This leave may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved. If their Domestic Violence Leave entitlement is exhausted, an Employee may access personal leave or long service leave for the purposes of this provision.
- (d) Employees can also access existing leave entitlements (including but not limited to the abovementioned purposes), without the usual notice requirements.
- (e) It is not mandatory for the Employee to have exhausted other forms of paid leave prior to accessing Domestic Violence Leave.

6.11.2 Measures

- (a) No adverse action will be taken against an Employee on the basis of domestic violence victim status or if their attendance or performance at work suffers as a result of experiencing domestic violence.
- (b) All personal information concerning domestic violence will be kept confidential in line with the Employer's Policy and relevant legislation. No information will be kept on an Employee's personnel file without their written permission.
- (c) The Employer will work collaboratively with the Employee who is experiencing domestic violence to develop protocols to restrict access to the Employee's personal information and contact details.
- (d) The Employer will approve any reasonable request from an Employee experiencing domestic violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns; or
 - (ii) job redesign or changes to duties.

6.12 Union Training Leave

- 6.12.1 Upon written application by an Employee to an Employer such application being endorsed by the union and giving to the Employer at least 2 months' notice, such Employee shall be granted up to three (3) working days leave (non-cumulative) on ordinary pay to attend courses and seminars conducted by the union.

For the purposes of this clause "ordinary pay" means at the ordinary fortnightly rate paid to the Employee exclusive of any allowance for travelling time and fares.

6.12.2 The granting of such leave shall be subject to the following conditions:

- (a) An Employee must have at least two (2) years' uninterrupted service with the Employer prior to such leave being granted.
- (b) The granting of such leave shall be subject to the reasonable convenience of the Employer so that the operations of the Employer will not be unduly affected.
- (c) No Employee shall be granted leave exceeding the duration of the course or seminar to be attended.
- (d) No Employee shall be granted a second or subsequent period of leave prior to the expiration of three (3) years from the date of commencement of the last period of such leave granted by the Employer.
- (e) The scope, content and level of the course or seminar shall be such as to contribute to a better understanding of industrial relations within the Employer's operations, and in particular, a better understanding of the Agreement and industrial issues impinging upon the professional life of Employees in the non-government sector.
- (f) In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Employee.
- (g) Such paid leave will not affect other leave granted to Employees under this Agreement.

PART 7 – SIGNATORIES

Signed for and on behalf of Suncoast Christian College

(Signature)

(Full Name)

(Position)

Witness

(Signature)

(Full Name)

(Position)

Independent Education Union of Australia –
Queensland and Northern Territory Branch

(Signature)

(Full Name)

(Position)

Witness

(Signature)

(Full Name)

(Position)

Appendix 1

Wages and Allowances

TEACHERS

Effective from first full pay period after:

	1/07/2018		1/01/2019		1/07/2019		1/07/2020	
Increase:					2.50%		2.50%	
Classification	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Band 1, Step 1	2,369.00	61,806.00			2,428.20	63,351.15	2,488.95	64,934.90
Band 1, Step 2	2,450.40	63,929.00			2,511.65	65,527.20	2,574.40	67,165.40
Band 2, Step 1	2,686.20	70,081.00			2,753.35	71,833.00	2,822.20	73,628.80
Band 2, Step 2	2,817.50	73,507.00			2,888.00	75,344.70	2,960.15	77,228.30
Band 2, Step 3	2,951.30	76,997.00			3,025.10	78,921.90	3,100.70	80,894.95
Band 2, Step 4	3,090.10	80,619.00			3,167.40	82,634.50	3,246.60	84,700.40
Band 3, Step 1	3,217.60	83,945.00			3,298.00	86,043.60	3,380.50	88,194.70
Band 3, Step 2	3,349.70	87,391.00			3,433.40	89,575.80	3,519.30	91,815.20
Band 3, Step 3	3,483.30	90,877.00			3,570.40	93,148.90	3,659.65	95,477.60
Band 3, Step 4	3,565.90	93,032.00			3,655.10	95,357.80	3,746.40	97,741.75
Band 3, Step 5	N/A	N/A	3,729.39	97,297.00	3,822.60	99,729.40	3,918.20	102,222.60
Senior Teacher	3,728.45	97,272.70	3,891.93	101,537.69	3,989.20	104,076.10	4,089.00	106,678.00
(ST Allowance)	162.55	4,240.70			166.60	4,346.70	170.80	4,455.40
Directors	4,112.75	107,299.00	4,215.55	109,981.00	4,320.95	112,731.00	4,428.95	115,549.00
Heads of School	4,853.30	126,619.00	4,974.60	129,784.00	5,099.00	133,030.00	5,226.45	136,355.00
Deputy Principal	5,353.60	139,672.00	5,487.45	143,164.00	5,624.60	146,742.00	5,765.20	150,411.00

SCHOOL OFFICERS

Effective from first full pay period after:

Classification	1/07/2018		1/07/2019		1/07/2020	
	2.50%		2.50%		2.50%	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Level 1, Step 1	1,834.60	47,863.40	1,880.50	49,060.90	1,927.50	50,287.10
Level 1, Step 2	1,868.20	48,740.00	1,914.90	49,958.40	1,962.80	51,208.05
Level 1, Step 3	1,901.30	49,603.60	1,948.80	50,842.80	1,997.50	52,113.35
Level 1, Step 4	1,934.70	50,474.90	1,983.10	51,737.70	2,032.70	53,031.70
Level 2, Step 1	1,967.80	51,338.50	2,017.00	52,622.10	2,067.40	53,937.00
Level 2, Step 2	2,013.80	52,538.60	2,064.15	53,852.20	2,115.75	55,198.40
Level 2, Step 3	2,034.60	53,081.30	2,085.50	54,409.20	2,137.60	55,768.50
Level 3, Step 1	2,123.20	55,392.80	2,176.30	56,778.10	2,230.70	58,197.40
Level 3, Step 2	2,160.10	56,355.50	2,214.10	57,764.30	2,269.45	59,208.30
Level 3, Step 3	2,197.60	57,333.80	2,252.50	58,766.10	2,308.80	60,234.90
Level 3, Step 4	2,217.20	57,845.20	2,272.60	59,290.50	2,329.40	60,772.40
Level 4, Step 1	2,302.30	60,065.40	2,359.90	61,568.10	2,418.90	63,107.40
Level 4, Step 2	2,314.40	60,381.00	2,372.30	61,891.60	2,431.60	63,438.70
Level 4, Step 3	2,375.25	61,968.60	2,434.60	63,517.00	2,495.50	65,105.80

(Continued)

SCHOOL OFFICERS

Effective from first full pay period after:

Classification	1/07/2018		1/07/2019		1/07/2020	
	2.50%		2.50%		2.50%	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Level 5, Step 1	2,455.45	64,060.90	2,516.80	65,661.50	2,579.70	67,302.50
Level 5, Step 2	2,514.90	65,611.90	2,577.80	67,253.50	2,642.20	68,933.10
Level 5, Step 3	2,575.30	67,187.70	2,639.70	68,867.89	2,705.70	70,589.80
Level 6, Step 1	2,657.20	69,324.50	2,723.60	71,056.80	2,791.70	72,833.50
Level 6, Step 2	2,802.10	73,104.80	2,872.15	74,932.30	2,943.95	76,805.55
Level 6, Step 3	2,946.50	76,872.10	3,020.20	78,794.90	3,095.70	80,764.60
Level 6, Step 4	3,094.00	80,720.30	3,171.35	82,738.30	3,250.60	84,805.80
Level 6, Step 5	3,234.80	84,393.60	3,315.70	86,504.20	3,398.60	88,667.05
Level 7, Step 1	3,277.20	85,499.80	3,359.10	87,636.50	3,443.10	89,828.00
Level 7, Step 2	3,338.10	87,088.60	3,421.55	89,265.80	3,507.10	91,497.70
Level 7, Step 3	3,398.90	88,674.90	3,483.90	90,892.50	3,571.00	93,164.80
Level 7, Step 4	3,459.00	90,242.80	3,545.50	92,499.60	3,634.10	94,811.10
Level 7, Step 5	3,519.10	91,810.80	3,607.10	94,106.70	3,697.30	96,459.90

MISCELLANEOUS WORKERS

Effective from first full pay period after:

	1/07/2018		1/07/2019		1/07/2020	
Increase:	2.50%		2.50%		2.50%	
Classification	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Level 1	1,820.40	47,492.90	1,865.90	48,680.00	1,912.50	49,895.80
Level 2	1,823.35	47,569.90	1,868.90	48,758.30	1,915.60	49,976.60
Level 3	1,906.25	49,732.70	1,953.90	50,975.90	2,002.70	52,249.00
Level 4	2,032.70	53,031.70	2,083.50	54,357.00	2,135.60	55,716.30
Cleaner (Day)	1,823.35	47,569.90	1,868.90	48,758.30	1,915.60	49,976.60
Shift Cleaner (Day + 15%)	2,084.60	54,385.70	2,136.70	55,745.00	2,190.10	57,138.10
Caretaker	1,823.40	47,571.20	1,869.00	48,760.90	1,915.70	49,979.20
Leading Hand < 15 staff	45.70	1,192.30	46.80	1,221.00	48.00	1,252.30

BUILDING PRODUCTS MANUFACTURE & MINOR MAINTENANCE WORKERS

Effective from first full pay period after:

	1/07/2018		1/07/2019		1/07/2020	
Increase:	2.50%		2.50%		2.50%	
Classification	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Labourer	1,705.70	44,500.50	1,748.30	45,611.90	1,792.00	46,752.00
Tradesperson	2,074.50	54,122.20	2,126.40	55,476.30	2,179.60	56,864.20

RETAIL WORKERS

Effective from first full pay period after:

Classification	1/07/2018		1/07/2019		1/07/2020	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Increase:	2.50%		2.50%		2.50%	
Shop Assistant	1,940.80	50,634.10	1,989.30	51,899.40	2,039.00	53,196.05
1st Level Supervisor	1,981.30	51,690.70	2,030.80	52,982.10	2,081.60	54,307.50
2nd Level Supervisor	2,034.60	53,081.30	2,085.50	54,409.20	2,137.60	55,768.50

MOTOR DRIVERS

Effective from first full pay period after:

	1/07/2018		1/07/2019		1/07/2020	
Increase:	2.50%		2.50%		2.50%	
Classification	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Cleaner/Greaser	1,781.80	46,485.90	1,826.30	47,646.90	1,872.00	48,839.10
Bus Driver > 25 Persons	1,923.80	50,190.60	1,971.90	51,445.50	2,021.20	52,731.70

GREENKEEPING WORKERS

Effective from first full pay period after:

	1/07/2018		1/07/2019		1/07/2020	
Increase:	2.50%		2.50%		2.50%	
Classification	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Level 1 up to 6months	1,733.60	45,228.40	1,776.90	46,358.10	1,821.30	47,516.40
Level 2	1,844.60	48,124.30	1,890.70	49,327.00	1,938.00	50,561.00
Level 3	1,901.30	49,603.60	1,948.80	50,842.80	1,997.50	52,113.30
Level 4	2,074.50	54,122.20	2,126.40	55,476.30	2,179.60	56,864.20
Level 5	2,123.20	55,392.80	2,176.30	56,778.10	2,230.70	58,197.40
Level 6	2,260.70	58,980.05	2,317.20	60,454.10	2,375.10	61,964.70

EARLY LEARNING CENTRE STAFF (EXCLUDING TEACHERS)

Effective from first full pay period after:

	01-07-2018 Alignment		1/07/2018		1/07/2019		1/07/2020	
Increase:	3.50%		2.50%		2.50%		2.50%	
Classification	Fortnight	Hrly pay rate	Fortnight	Hrly pay rate	Fortnight	Hrly pay rate	Fortnight	Hrly pay rate
Childcare Assistant Level 1	1,675.04	\$22.04	1,716.84	\$22.59	1,759.40	\$23.15	1,801.20	\$23.70
Childcare Assistant Level 2	1,732.04	\$22.79	1,775.36	\$23.36	1,819.44	\$23.94	1,862.00	\$24.50
Childcare Assistant Level 3	1,786.76	\$23.51	1,831.60	\$24.10	1,877.20	\$24.70	1,922.80	\$25.30
Childcare Assistant Level 4	1,884.80	\$24.80	1,930.40	\$25.40	1,976.00	\$26.00	2,029.20	\$26.70
Group Leader Level 1	2,062.64	\$27.14	2,112.80	\$27.80	2,166.00	\$28.50	2,219.20	\$29.20
Group Leader Level 2	2,093.04	\$27.54	2,143.20	\$28.20	2,196.40	\$28.90	2,249.60	\$29.60
Group Leader Level 3	2,121.92	\$27.92	2,173.60	\$28.60	2,226.80	\$29.30	2,280.00	\$30.00
Group Leader Level 4	2,130.28	\$28.03	2,181.20	\$28.70	2,234.40	\$29.40	2,287.60	\$30.10
Director Level 1	2,529.28	\$33.28	2,592.36	\$34.11	2,656.96	\$34.96	2,723.08	\$35.83
Director Level 2	2,552.08	\$33.58	2,615.92	\$34.42	2,681.28	\$35.28	2,748.16	\$36.16
Director Level 3	2,583.24	\$33.99	2,647.84	\$34.84	2,713.96	\$35.71	2,781.60	\$36.60

SCHOOL OFFICERS & GENERAL STAFF – ALLOWANCES (BY APPOINTMENT ONLY)

Effective from first full pay period after:

	Fortnightly	1/07/2019	1/07/2020
First Aid Allowance	\$28.00	\$28.70	\$29.42
Qualifications Allowance	\$78.80	\$80.78	\$82.80

Appendix 2

School Officer Classification Matrix

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' Work					
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 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 2
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

Employee Assisting Student Learning

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Assist developmentally appropriate student learning, either individually or in groups, under the direct supervision of an academic staff member where 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.</p> <p>Under the direct supervision of an academic staff member(s) prepare and maintain laboratory teaching areas including routine setting up and dismantling of items of equipment for use in experimental, observational and teaching activities</p> <p>Assist in the demonstration of experiments and scientific equipment under the direct supervision of an academic staff member(s).</p>	<p>Provide science program assistance where some discretion and judgement are involved.</p> <p>Assist in the design / demonstration of experiments under supervision of an academic staff member(s) where some discretion and judgement are involved.</p> <p>Under direction, prepare, maintain, organize, set-up and dismantle equipment and materials for routine experiments or student projects and dispose of waste materials.</p> <p>Peer assistance and/or guidance may be provided for other assistants in a laboratory.</p> <p>Under direction and within existing routines, methods and procedures, prepare, maintain and dispense stock solutions, simple chemical mixtures and compounds, cultures or similar materials.</p>	<p>Responsibility for and/or training of subordinate staff in limited areas may be required.</p> <p>Design and demonstrate experiments, within a variety of routines and procedures, under the supervision of an academic staff member(s) where discretion and judgement are required.</p> <p>Where there is complexity in the range and choice of action and discretion and judgement are required: prepare, maintain and dispense solutions, chemical mixtures, compounds and cultures; prepare, maintain, organise, set-up and dismantle equipment and material for experiments.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the Employer as necessary to successfully carry out the duties of the position. This may include: designing laboratory experiments; and appropriate responsibility for the application of workplace health and safety requirements in the laboratory</p>	<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree.</p> <p>Operate (at a level consistent with the qualifications required) a laboratory. This may (or may not) include responsibility for the supervision, monitoring and training of staff in lower level positions.</p> <p>Administer the allocation and monitoring of resources in the laboratory.</p> <p>Support Employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>Provide professional advice to staff and students in the officer's area of expertise.</p> <p>Formulate procedural policy and guidelines in the Employee's area of responsibility; submit recommendations for decision and prepare supporting statements as necessary.</p>	<p>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>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>Manage the allocation and monitoring of resources in the laboratory.</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.</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 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>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</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>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</p>	<p>Provide administrative support to senior management of a school where discretion and judgement are required, including: taking minutes; shorthand; organizing appointments and diaries; initiating and handling correspondence (which may include confidential correspondence); monitoring telephone calls; and establishing and/or maintaining working filing systems.</p> <p>Within a variety of routines, methods and procedures apply inventory and purchasing control procedures, prepare monthly summaries of debtors and creditors ledger transactions and reconcile these.</p> <p>Apply knowledge of advanced functions of computer software packages and to manage data i.e. modify fields of information, develop new databases or spreadsheet models; or graph previously prepared spreadsheets.</p> <p>From verbal or rough handwritten instructions;</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>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</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>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>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> <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>

Administration Employees					
Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>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>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>reconcile accounts to balance; maintain wage and salary records.</p> <p>Maintain petty cash float and expenses for accounting purposes</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</p>	<p>answer non-standard executive correspondence, prepare papers, briefing notes, or other written material.</p> <p>Utilizing a variety of routines, methods and procedures, calculate and maintain wage and salary records; perform routine classification determinations; and process resignations, retirements and redundancies in accordance with relevant award entitlements.</p> <p>Within a variety of routines, methods and procedures provide significant assistance in the preparation of: financial information to trial balance; budgets; cash flow records; balance sheets; trading accounts; cash management analysis; FBT and entity disclosure requirements. 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>policy and procedures relating to their work area and identifying future trends.</p> <p>Under broad guidance supervise the administration of specialized salary and payroll requirements, which may include: eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers' compensation claims.</p> <p>Prepare for senior management financial reports relating to the Employee's area of responsibility.</p> <p>Apply a knowledge of relevant industrial awards and agreements and occupational health and safety requirements. Provide general advice to staff in these areas.</p> <p>Original writing of promotional and advertising material.</p> <p>Coordination of, and participation in, marketing activities.</p> <p>Design of promotional and marketing plans.</p>	<p>Prepare correspondence which is complex, original and which initiates or responds to new cases or situations.</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,</p>	<p>Manage the operations of a discrete organizational area, program or administrative function.</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>

Administration Employees

Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
	including drafting routine correspondence in reply.	Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students	Responsibility for liaison with media	training, review, counselling and appraisal and providing feedback on performance.	

Information Services and Resources Employees					
Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Process basic transactions such as issues and returns, produce overdue lists, entry of orders in a computerised system, perform stock takes, entering of accession information into computer.</p> <p>Operate and demonstrate the use of audio-visual equipment where there is limited complexity.</p> <p>Maintain a booking system for equipment use and for the organisation of repairs and replacement of equipment.</p> <p>Within well-established routines, methods and procedures, record audio/video programs and maintain a catalogue system of such recordings.</p> <p>Perform a range of general duties at a basic level, for example, minor book repairs, photocopying and shelving.</p>	<p>Search and verify bibliographical data where some discretion and judgement are involved.</p> <p>Copy catalogue books, magazines, journals and recorded material where some discretion and judgement are involved.</p> <p>Maintain circulation systems where some discretion and judgement are involved.</p> <p>Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures.</p> <p>Assist in the demonstration of complex audio visual or computer equipment under supervision of academic staff member(s) where some discretion and judgement are involved.</p>	<p>Responsibility for and/or training of subordinate staff in limited areas may be required</p> <p>Within a variety of routines and procedures and with a depth of knowledge in some areas: demonstrate to staff and students the use of complex audio visual or computer equipment; or monitor performance of and carry out repairs to specialised equipment.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the Employer as necessary to successfully carry out the duties of the position. This may include: independent and original cataloguing and classification following precedents and standards; monitoring the performance of, and carrying out repairs to, specialised equipment; and developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member(s).</p>	<p>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree.</p> <p>Operate (at a level consistent with the qualifications required) a library/resource centre. This may (or may not) include responsibility for the supervision, monitoring and training of staff in lower level positions.</p> <p>Administer the allocation and monitoring of resources in the library/resource centre.</p> <p>Support Employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</p> <p>Provide professional advice to staff and students in the officer's area of expertise.</p> <p>Formulate procedural policy and guidelines in the Employee's area of responsibility; submit</p>	<p>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>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>Manage the allocation and monitoring of resources in the library/resource centre.</p> <p>Responsibility for direction and support of Employees reporting to the position in policies to be followed, methods to</p>

<p>Receive and deal with initial requests for information from library clients.</p> <p>Under the direct supervision of an academic staff member(s), assist in the demonstration of routine library operations and procedures.</p> <p>Under the direct supervision of an academic staff member(s), assist in the supervision of students in the library.</p> <p>Under direct supervision of a higher level officer or members of the academic staff prepare and clear away materials for display/use in classrooms or libraries.)</p>				<p>recommendations for decision and prepare supporting statements as necessary.</p>	<p>be used and standards to be observed.</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>
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Computer/ICT Employees					
Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
<p>Use keyboard skills to produce a document from written text using a standard format.</p> <p>Operate within well-established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc.</p>	<p>Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets.</p>	<p>Within a variety of routines, methods and procedures, maintain the hardware and software components of a computer network and provide user support.</p> <p>Responsibility for and/or training of subordinate staff in limited areas may be required.</p>	<p>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the Employer as necessary to successfully carry out the duties of the position. This may include: Assisting with systems analysis and design in relation to the development and maintenance of computer systems; and assisting with application programming (e.g. modification of package systems; and investigation of malfunctions in operational programs).</p>	<p>Operate and be responsible for the computing section of the school and all its operations.</p> <p>Perform non-routine professional tasks governed by procedures or guidelines. Within such constraints the Employee is responsible for the independent performance of such functions.</p> <p>Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of staff or management in the computing area.</p> <p>Be responsible for the development of software, hardware or applications systems based on the use of current computer techniques.</p> <p>Be responsible for the development of computer systems, and recommend changes and improvements in systems where appropriate.</p>	<p>Operate and be responsible for the computing section which provides complex and varied services to the school community including being responsible for the supervision, monitoring and development of other staff reporting to the position.</p> <p>Research and examine likely long-term requirements for computer systems, suggest alternative plans and strategies and report on their feasibility.</p> <p>Consult with departmental computer users to understand and meet the needs of the department and resolve problems concerning systems.</p> <p>Investigate and design the implementation of computer systems to meet specific needs of work areas.</p> <p>Carry out a range of complex and varied tasks requiring the selection and application</p>

				<p>Undertake maintenance programming tasks, including investigation and design requirements necessary to implement changes to existing systems.</p> <p>Provide advice to the senior executive of the school on the operations/future directions of the section by utilising acquired knowledge and experience.</p> <p>Carry out a range of tasks necessary to support and develop systems software or other support processes.</p>	<p>of new and existing techniques and methodologies necessary to support and develop systems software or other support processes.</p> <p>Develop and present appropriate computer training courses.</p>
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Appendix 3

Senior Teacher

1. Senior Teacher

- 1.1 A full time permanent teacher is eligible to be a Senior Teacher when he/she:
- (a) has been on the classification Band 3 Step 5 for a period of twelve (12) months; and
 - (b) signs and presents to the Principal an undertaking clearly consistent with Clause 2 Senior Teacher Action Plan.
- 1.2 The College will confirm advice to the teacher regarding the teacher's eligibility to be a Senior Teacher, following a written request from a teacher for such confirmation. Such confirmation will be in writing and identify the date of eligibility.
- 1.3 The teacher may submit a Senior Teacher Action Plan (see 2 below) prior to the eligibility date. However, remuneration as a Senior Teacher will commence only from the date of eligibility.

2. Senior Teacher Action Plan

- 2.1 The teacher will submit a Senior Teacher Action Plan which lists one or more tasks the teacher will undertake consistent with the express intention of increasing the standard of the teacher's contribution to the educational life of the College.
- 2.2 This undertaking will be in the form of a Senior Teacher Action Plan (Attachment 1), which will identify specific task/s consistent with one or more of the skills identified in Clause 2.7.
- 2.3 The Senior Teacher Action Plan will be submitted to the Principal and signed by the Teacher and the Principal, once the Plan is agreed upon by both parties. The Principal may delegate this role to a Head of School or office manager or may ask the teacher to modify the Action Plan in consultation with the Head of School or office manager. This process should be carried out in a timely and efficient manner.
- 2.4 The date of the final signing by both parties is the date of appointment, unless the Action Plan specifies a different starting date.
- 2.5 The Senior Teacher Action Plan may be altered (a) by a teacher re-submitting the Senior Teacher Action Plan to the Principal, or (b) the Principal giving the teacher three terms; notice of the need to submit a new Action Plan. The teacher may re-submit a Senior Teacher Action Plan no more than once per year, which will go through the same process as in Clause 2.3 (above).
- 2.6 The tasks identified in the Senior Teacher Action Plan will be undertaken by the teacher in a timely and effective manner consistent with the overall program of the College.
- 2.7 The task/s identified shall utilise and/or demonstrate one or more of the following skills in:
- a) effective classroom practices;
 - b) tutoring or extending students' knowledge or skills;
 - c) evaluating and reporting student's progress;
 - d) developing a co-curricular area;
 - e) developing relationships with students;
 - f) the development of personal and professional relationships with other staff members, parents and the wider community;
 - g) the development and implementation of ideas gained from professional development activities to enhance student's learning;
 - h) the development and implementation of ideas gained from professional development activities to promote organisational development; and
 - i) administration or organisation or a technical field.

3. Classroom Allocation

The tasks of a Senior Teacher will not be so frequent or onerous as to detract from the Senior Teacher’s primary role as a classroom teacher. The normal classroom load of a Senior Teacher may be adjusted when necessary, from time to time at the discretion of the Principal, with the available resources and where consistent with the Hours of Duty provisions.

4. Tenure

4.1 Should a teacher not comply with an undertaking he/she has given, or fail to submit an acceptable progress report on the action plan using the required reporting template report at the end of each term, the Principal will:

- a) outline the nature of the non-compliance; and
- b) provide the teacher with an opportunity to provide an explanation.

4.2 If the teacher does not provide an explanation to the satisfaction of the Principal and after being given an opportunity, fails to address the situation, then:

- 4.2.1 the Principal will provide a written determination to the teacher outlining the teacher’s non-compliance with the undertaking; and
- 4.2.2 the teacher will revert to the classification Band 3 Step 5 for a period of twelve (12) months from the date of the Principal’s written determination.

4.3 After twelve (12) months, the teacher is again eligible for access to senior teacher, provided that the Principal is satisfied that the undertaking given will be honoured.

4.4 The appointment will automatically lapse in the event of the person taking on a temporary or permanent Position of Added Responsibility.

5. Remuneration

Remuneration is payable to a teacher classified as Senior Teacher is at the rate prescribed in Attachment 1 and is payable from the first full pay period on or after approval of the Senior Teacher application.

Attachment 1

SENIOR TEACHER ACTION PLAN

Name:

Following discussion with the Principal, I submit the following Action Plan that involves projects consistent with one or more of the areas identified in Clause 2.7 of Appendix 3 of the Agreement:

Project name:		
Goal/s		
Reporting Period: Start <input type="checkbox"/> Term 1 <input type="checkbox"/> Term 2 <input type="checkbox"/> Term 3 <input type="checkbox"/> Term 4 <input type="checkbox"/>		
Objectives	Strategies / Actions	Progress notes / Achievements

Signature

Date / /

Principal

Date / /

Appendix 4

Positions of Added Responsibility

1. PRELIMINARY

1.1 *Agreement Coverage*

This Agreement shall apply to those teachers appointed to positions of added responsibility whose rates of remuneration are prescribed by this Agreement and who are employed by the College.

1.2 *Determination of Structure*

There will be a Positions of Added Responsibility structure at the College. The parties to this agreement accept that the determination of the College's Positions of Added Responsibility structure is the prerogative of the College Principal, and that variations to the structure may be made from time to time including during the life of this Agreement.

1.3 *Introduction*

This Appendix prescribes conditions of employment for PARs covered in this Agreement.

2. DEFINITIONS

A PAR is defined as a teaching position within the promotional structure of the College (up to Head of School) where the incumbent may be responsible for the co-ordination of curricular and/or co-curricular duties associated with (a) subject(s) or subject area(s) or the co-ordination of pastoral duties.

3. P-12 APPOINTMENTS

The College may appoint teachers to positions which have a P-12 responsibility (Librarian and Head of Sport). The remuneration and release time for such positions will be determined by the College Principal and will be commensurate with the College's expectations of such positions.

4. SHARED RESPONSIBILITY

Where an area of responsibility is shared, the PAR points will be shared between those responsible as determined by the College Principal.

5. POSITIONS OF ADDED RESPONSIBILITY

(i) Secondary Academic

The PAR level shall be determined by the following:

- Level 6: Where the subject(s) or subject area(s) concerned in the Secondary School occupies at least 100 periods in the weekly teaching program, or at the Principal's discretion, a Level 6 PAR shall be appointed.
- Level 5: Where the subject(s) or subject area(s) concerned in the Secondary School occupies at least 60 periods in the weekly teaching program, a Level 5 PAR shall be appointed.
- Level 3: Where the subject(s) or subject area(s) concerned in the Secondary School occupies at least 40 periods in the weekly teaching program, a Level 3 PAR shall be appointed.
- Level 2: Where the subject(s) or subject area(s) concerned in the Secondary School occupies greater than 25 periods in the weekly teaching program, a Level 2 PAR shall be appointed.
- Level 1: Where a teacher has sole responsibility for the co-ordination of the subject(s) or subject area(s) concerned in the Secondary School, and the subject(s) or subject area(s) are not under another Co-ordinator or Head of Department, a Level 1 PAR may be appointed.

A teacher who is appointed as a PAR (Secondary Academic) shall be entitled to additional time release and /or remuneration as set out in the table below:

PAR TABLE

Level	Total PAR Units	Salary Allowance	Time Release
6	10	3	7
5	8	3	5
4	7	2	5
3	6	2	4
2	4	1	3
1	2	-	2

The parties note that by agreement with the agreement of the teacher and the Employer, the Salary Allowance and Time Release breakdown of a PAR position may be adjusted, provided that the Total PAR Units in the above table are met.

The College always reserves the right to determine which subjects will be grouped together under a Co-ordinator or Head of Department. It also reserves the right to alter such groupings from time to time to suit the needs of the College as determined by the Principal.

(ii) Secondary Pastoral

Pastoral Care is an integral part of the work of the College. The structure of positions of added responsibility in Pastoral Care will vary as the need changes within the College. It will include Counsellors, Chaplains, Year Level Co-ordinators, Home Class teachers and other such positions.

Year Level Coordinators will be a Level 4 PAR.

(iii) Primary Roles

PARs may be offered in the Primary School to fulfil curriculum and pastoral roles. The nature and structure of these positions may vary according to the needs of the College.

Primary PARs would typically be a Level 4 PAR. The remuneration and release time for such positions will be negotiated with the College Principal and will be commensurate with College's expectations of such positions.

(iv) Other

The College may appoint teachers to other Positions of Added Responsibility (such as Vocational Education Co-ordinator, maintenance of specialist learning facilities, coordination of performances etc.) The remuneration and release time for such positions will be determined by the College Principal and will be commensurate with the College's expectations of such positions.

The College commits to allocating staffing resources to the \$ value equivalent of 106 PAR points per year for the life of the Agreement to positions undertaking the responsibilities described in Sections 3 and 5 above.

This PAR allocation will be in the form of one or more of a combination of time release for teachers, salary allowance for teachers, or extra salary for teacher aides. This allocation will be made in consultation with teaching staff and teacher aides.

6. REMUNERATION

(a) For the purpose of determining the appropriate remuneration and release time for each leave of PAR, one unit of allowance and one unit of release time shall be calculated as follows:

- each PAR point unit of salary allowance will be calculated at the rate of 2.60 % of the current highest automatic classroom teacher rate.
- each PAR point unit of release time will be equivalent to one teaching period per week; and

- payment of any PAR point salary allowance to any teacher negates any responsibility for the College to pay the same teacher a Senior Teacher Allowance for the duration of the former payment.
- (b) The allowance is determined by the pay appendix of the Agreement and payable for all purposes of the relevant Award and this Agreement.

7. SELECTION PROCESS

Appointment to the position of PAR shall be at the discretion of the Principal. The suitability of an applicant for a position will be based on the requirements of the job description and general College needs.

8. TENURE

A Teacher who is appointed to a promotional position shall retain that position for an initial period of two (2) years with a further two (2) year appointment subject to a satisfactory performance review at the conclusion of the first two (2) years, except where:

- (1) the existing promotional position has been abolished; or
- (2) the existing promotional position has been abolished and a new position has been declared open and the applicant fails to be reappointed to such a position; and

The provisions of subclauses (1) and (2) shall only be applied in circumstances where the College has undertaken academic and/or administrative change that has resulted in an alteration to the duties and/or responsibilities of the existing position.

The performance review process shall be negotiated and based upon the principles outlined in section 10 of this appendix.

A teacher holding a promotional position which is terminated in accordance with this clause, or who resigns from their promotional position giving four (4) weeks of term-time notice, shall continue to be employed as a teacher under the terms of this Agreement. This provision does not apply to those terminated for incompetence, misconduct or neglect of duty who may be summarily dismissed without notice.

9. ACCOUNTABILITY

The College and its staff recognise that the face of education in Australia is currently changing rapidly and is likely to continue to do so. In this context, all staff members who hold Positions of Added Responsibility will be accountable to:

- achieve the performance outcomes required within the College's Strategic Operational Plan;
- achieve a high level of student and parent satisfaction in their area of responsibility;
- maintain in their area of responsibility, a "cutting edge" level of development in terms of programs, teaching methodology, Information Technology, and forward planning;
- maintain currency in their field of responsibility through personal reading, study and professional development;
- maintain a clear vision for the development of their area of responsibility in line with the College's Strategic Goals and current educational trends; and
- consistently support and reflect the College's ethos in their personal and professional lives.

A review/appraisal process will be collaboratively developed and shall reflect the following principles:

- shared Responsibility;
- consultation;
- self review of performance based on role description and duty statement;
- validation;
- documentation;
- natural justice; and

- resourcing

The above principles are elaborated in the following terms:

Shared Responsibility:

- the responsibility for the appraisal process is shared by the Employer (or nominee) and the Appraisee; and
- 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.

Negotiation:

- negotiable aspects should be identified and documented; and
- the Principal/Appraisee should be prepared to discuss and agree upon certain aspects within the broad framework of the appraisal process.

Consultation:

- Principal consults collaboratively with the role holder for input and advice.

Self Review of Performance Based on Role Description and Duty Statement:

- the Appraisee reflects upon practice within the framework of the Role Description / Duty Statement applicable during the term under review;
- these documents set and inform the parameters for the format of the self review;
- the self review may be transmitted in written, oral or some other negotiated form;
- the self review may be a culmination of on-going documentation of practice;
- the reflection includes areas of performance that are believed to have been effective and areas of performance that may require further development; and
- it is the performance of the incumbent that is being reviewed. There is no judgement of the person involved.

Validation:

- within the framework of the process, data related to the role and duty statements will be gathered to validate the self review; and
- the methodology for validation shall form part of the consultation process.

Documentation:

- the Summative Appraisal generates a written report that is submitted to the Principal. The report remains the property of the Principal and the Appraisee.

Confidentiality:

- all materials other than the final report generated in the process shall remain confidential to that process.

Natural Justice:

- 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;
- 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;
- the Appraisee is given reasonable opportunity to respond to the matters dealt with in the information; and
- 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.

Resourcing:

- provision of appropriate resources for the process will be negotiated between the Appraiser, those undertaking a role in the appraisal on the one hand and the College on the other; and
- the level of resourcing to address the outcomes of appraisal will be a matter of negotiation between the Appraiser and the College.

10. CONTRACT OF EMPLOYMENT

A teacher appointed to a Position of Added Responsibility under this Appendix shall be provided with a letter of appointment which sets out the following:

- (a) the Level allocated to the position; and/or
- (b) the distribution of the total allocation of salary and time release units. This distribution may be varied on an annual basis at the discretion of the Principal. However, where such variation occurs, this variation is to be detailed in writing.

11. SUPPLEMENTARY PAR POINTS

Supplementary PAR Points (over and above the contracted number) may be allocated by the College Principal at his/her discretion for a fixed period of time to meet the particular needs of the College's Strategic Operational Plan at that time.

Appendix 5

Early Learning Centre Conditions

1. Application

- 1.1. This Schedule shall apply to all Employees who are employed in the Early Learning Centre (ELC) at Suncoast Christian College.

2. ELC Year

- 2.1 The Early Learning Centre will be open for 48 weeks of each calendar year subject to gazetted public holidays.
- 2.2 The ELC will be delivering an accredited kindergarten program for up to 40 weeks per calendar year.

3. Ordinary hours of work

- 3.1 The ordinary hours of work of full-time Employees will be an average of 38 hours per week over a one, two or four week cycle.
- 3.2 Ordinary hours will be worked between 6:45am and 5:45pm in periods not exceeding eight hours, in unbroken periods save for meal breaks, between Monday and Friday.
- 3.3 Staff meetings of two hours duration will be held each month, in paid time.
- 3.4 An Employee will be paid penalty rates for work directed outside their ordinary hours of work. Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter.

4. Teachers

- 4.1 The College may require ELC Teachers to be present for professional duties within the ELC, including in-service professional development, for up to the equivalent of forty (40) calendar weeks. Public holidays which fall within the forty weeks will be observed.

5. Non-Contact time - Teachers

- 5.1 Teachers responsible for programming and planning for a group of children will be entitled to a minimum of two hours per week, during which the Employee is not required to teach or supervise children or perform other duties directed by the Employer, for the purpose of planning, preparing, researching and programming.

6. Administration time – Director & Nominated Supervisor

- 6.1 A teacher who is also the director **and nominated supervisor** in the ELC will be provided 1 full day administration time for every 4 days of delivering the kindergarten program.
- 6.2 Administration time is provided for the ensuring the day-to-day running of the ELC and a time during which the director is not required to teach or supervise children. Examples of the duties that may be undertaken during this time include preparing programs, rostering, correspondence, and matters of regulatory compliance.

7. Nominated Supervisor

- 7.1 The Director of the ELC may also be the designated Nominated Supervisor. The director will be on call for emergencies outside of the 40 weeks (but not more than 48 weeks) the kindergarten program is being delivered.

8. Non-Teachers (Teaching Assistants/Educator)

- 8.1 A non-teacher in the ELC will be appointed at the appropriate classification level and step as per the non-teacher provisions of this Agreement.
- 8.2 The Employer will recognise any relevant prior service when determining the appropriate classification level and step.

9. Non-contact time – Non-teachers

- 9.1 An Employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to a minimum of two (2) hours per week during which the Employee is not required to supervise children or

perform other duties directed by the Employer, for the purpose of planning, preparing, evaluating and programming activities.

10. Rostering – Non-teachers

10.1 An Employer will post a legible roster at a place readily accessible to Employees indicating the rostered hours of work.

10.2 Rostered hours for an Employee will only be changed after seven days' notice has been given, unless by mutual agreement between the College and Employee, the notice period is waived, shortened or due to an emergency outside the College's control.

10.3 However, where an Employee is required to stay beyond their rostered hours because a parent fails to arrive on time to collect a child, this will not be regarded as an emergency. In this circumstance, the Employer must pay the Employee at overtime rates for the additional time the Employee remains at the workplace.

11. Meal Allowance

11.1 An Employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by the Employer or paid an allowance of \$11.76. No meal allowance is payable where an Employee could reasonably return home for a meal within the period allowed.

12. Classification

12.1 Teachers

Teachers employed in the Early Learning Centre will be classified according to the Teacher Classification provision in this Agreement.

12.2 Directors

Directors employed in the Early Learning Centre will be classified at the Director rate.

12.3 Group Leaders

Group Leaders employed in the Early Learning Centre will be classified according to years of experience, beginning on Group Leader Step One and progressing to Group Leader Step Four by automatic increment upon complete one year of service.

12.4 Childcare Assistants

Childcare Assistants employed in the Early Learning Centre will be classified according to years of experience, beginning on Childcare Assistant Step One and progressing to Childcare Assistant Step Four by automatic increment upon complete one year of service.

Appendix 6

Workplace Harassment Prevention Policy and Procedure

1. DEFINITION OF WORKPLACE HARASSMENT

- (1) A person is subjected to 'workplace harassment' if the person is subjected to repeated behaviour, other than behaviour amounting to sexual harassment, by a person, including the person's Employer or a co-worker or group of co-workers of the person that:
 - (a) is unwelcome and unsolicited;
 - (b) the person considers to be offensive, intimidating, humiliating or threatening; and
 - (c) a reasonable person would consider to be offensive, humiliating or intimidating.
- (2) 'Workplace harassment' does not include reasonable management action taken in a reasonable way by the person's Employer in connection with the person's employment.
- (3) In this section— for the definition of 'sexual harassment' see the *Anti-Discrimination Act 1991*, section 119.

Workplace harassment includes behaviour that intimidates, offends, degrades or humiliates a worker. This may or may not be in front of co-workers, students, parents or others.

Detailed below are examples of behaviours that may be regarded as workplace harassment, if the behaviour is repeated or occurs as part of a pattern of behaviour. This is not an exhaustive list – however, it does outline some of the more common types of harassing behaviours. Examples include:

- abusing a person loudly, usually when others are present;
- repeated threats of dismissal or other severe punishment for no reason;
- constant ridicule and being put down;
- leaving offensive messages on email or the telephone;
- sabotaging a person's work, for example, by deliberately withholding or supplying incorrect information, hiding documents or equipment, not passing on messages and getting a person into trouble in other ways;
- setting an unreasonable amount of work to be completed within paid hours, unnecessary pressure or impossible deadlines;
- pressuring people to work extra, unpaid hours;
- setting meaningless tasks for completion;
- maliciously excluding and isolating a person from workplace activities;
- persistent and unjustified criticisms, often about petty, irrelevant or insignificant matters;
- humiliating a person through gestures, sarcasm, criticism and insults, often in front of customers, management or other workers; and
- spreading gossip or false, malicious rumours about a person with an intent to cause the person harm.

2. ACTIONS THAT ARE NOT WORKPLACE HARASSMENT

The reasonable exercise of management responsibility for the accountability and performance of staff is not workplace harassment when it is done fairly, respectfully and transparently.

3. EFFECTS OF WORKPLACE HARASSMENT ON STAFF AND THE COLLEGE

Workplace harassment can create a hostile work environment, diminished staff morale, diminished work performance, increased illness and absenteeism, industrial problems and the risk of adverse effects on the College's reputation through negative publicity in the event of litigation. By preventing

each individual from making a full contribution to the life of the College it detracts from the quality of decision making and staff ownership of decisions.

4. WORKPLACE STRATEGIES TO ELIMINATE WORKPLACE HARASSMENT

Suncoast Christian College will take the following actions to prevent and control exposure to the risk of workplace harassment:

- display this policy statement in a prominent place in the College;
- designate a contact person to be a point of contact for staff complaints. This person will be trained in dealing with such issues and given time release to deal with any emergent issues as and when required;
- in-service all Employees at least once per year on the policy and procedures in relation to what is expected of staff in terms of appropriate behaviour and what steps are to be taken if a complaint is made;
- introduce a complaint handling system and inform all staff on how to make a complaint, the support systems available, options for resolving grievances and the appeals process;
- review and monitor the workplace harassment prevention policy, complaint handling system and training.

5. RESPONSIBILITIES OF COLLEGE EMPLOYEES AND MANAGEMENT

Although workplace harassment can be done by a manager or by fellow Employees or parents or students, it is the Employer's responsibility to provide a work environment where people feel free of any form of workplace harassment.

While the occurrence of workplace harassment contravenes legal obligations and best management practice, it is also contrary to the ethos of the College which values the dignity and contribution of each individual.

Suncoast Christian College requires all workers to behave responsibly by complying with this policy, to not tolerate unacceptable behaviour, to maintain privacy during investigations and to immediately report incidents of workplace harassment to the designated contact person.

College Leadership must also ensure that staff are not exposed to workplace harassment. Leaders are required to personally demonstrate appropriate behaviour, promote the workplace harassment prevention policy, treat complaints seriously and ensure where a person lodges or is witness to a complaint, that this person is not victimised.

6. WHAT TO DO IF STAFF ARE HARASSED AT WORK

In the event of an incident of harassment the person allegedly harassed may:

- (a) attempt to resolve the matter with the harasser by informing that person, either verbally or in writing, that the behaviour is unacceptable and should stop immediately. Where a verbal approach is adopted a diary note should be made recording the attempted resolution; or
- (b) in the case of a member of a Union, contact a Union official; or
- (c) a report may be made to the Principal or the designated contact person.

The procedure outlined in Section 8 would then be followed.

Pastoral support or professional counselling for any staff members involved in workplace harassment may be offered by the Principal, as necessary.

7. COMMITMENT TO PROPERLY INVESTIGATE COMPLAINTS

Any reports of workplace harassment will be treated seriously and investigated promptly, fairly and impartially. A person making a complaint and/or who is a witness to workplace harassment will not be victimised.

8. COMPLAINT HANDLING PROCEDURE

Procedures to deal with workplace harassment aim to ensure:

- the behaviour stops;

- that there are not reprisals for having made the complaint; and
- where disadvantage has occurred, that the situation is redressed as far as possible to the complainant's satisfaction.

The guiding principles behind such aims are:

- the right of the accused to be fully informed from the outset of the allegations;
- the right of all individuals to be treated with respect;
- observance of natural justice;
- observance of confidentiality;
- acceptance of the legitimacy of the complainant's feelings;
- support and protection for all parties concerned, notwithstanding that disciplinary action may be appropriate where serious or malicious harassment has occurred; and
- preservation of a non-judgemental and non-adversarial approach by those persons acting as mediators.

PROCEDURES

In the event of an incident of workplace bullying the complainant may either:

- (a) Attempt to resolve the matter by informing the person, accused of bullying, either verbally or in writing, that the behaviour is unacceptable and should stop immediately. Where a verbal approach is adopted a diary note should be made recording the attempted resolution;
OR
- (b) Make a report to a trained contact person or a member of the school's leadership team;
OR
- (c) In the case of a Union member, contact your Union Organiser.

Where the approach in paragraph (b) or (c) above is used, a meeting between the complainant, the person against whom a complaint has been made, the union official (or other nominated representative of the Employee) and College administration/Principal shall be arranged. Such meeting shall occur as soon as practicable from the time of the request for a meeting by a union official, or the report by the Employee to senior leadership or representative as the case may be.

Pastoral support or professional counselling for any staff members involved in workplace bullying may be offered, as necessary. The College administration/Principal may choose to instigate internal procedures (in consultation with the complainant and other involved person) which utilise advising, counselling, mediation and conciliation. This would be in addition to the formal procedure for school level resolution.

If, after discussion between the parties, or their nominees as outlined above, the dispute remains unresolved, the complainant may choose to access legal or industrial procedures, including:

- where the harassment involves acts of discrimination or sexual harassment lodge a complaint under the *Queensland Anti-Discrimination Act 1991*, *Fair Work Act 2009* or other legislation relating to equality of opportunity; or,
- lodge a complaint under the *Workplace Health & Safety Act 2011*; or
- notify Fair Work Commission of the existence of a dispute or seek such other industrial remedy as may be appropriate; or
- make a complaint to the Police or some other relevant authority; or
- seek such other legal remedy as may be appropriate.

9. CONSEQUENCES OF BREACH OF POLICY

Disciplinary action will be taken against a person who harasses a staff member or who victimises a person who has made or is a witness to a complaint. Complaints of alleged workplace harassment found to be malicious, frivolous or vexatious may make the complainant liable for disciplinary action.

10. REVIEW OF POLICY

This policy and procedure shall be monitored and reviewed to ensure it remains effective in preventing and addressing workplace bullying.