



## DECISION

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

**The Trustee of the Brisbane Girls Grammar School T/A Brisbane Girls  
Grammar School**  
(AG2018/6527)

### **BRISBANE GIRLS GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2019**

Educational services

COMMISSIONER BISSETT

MELBOURNE, 1 APRIL 2019

*Application for approval of the Brisbane Girls Grammar School Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Brisbane Girls Grammar School Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Trustee of the Brisbane Girls Grammar School T/A Brisbane Girls Grammar School. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

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

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 April 2019. The nominal expiry date of the Agreement is 31 December 2021.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE502591 PR706342>

## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6527

Brisbane Girls Grammar School Enterprise Agreement 2019

Applicant:

Brisbane Girls Grammar School

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Jacinda Euler, Principal of Brisbane Girls Grammar School (BGGS), give the following undertaking with respect to the Brisbane Girls Grammar School Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by BGGS to provide this undertaking in relation to the application before the Fair Work Commission.
2. Where security staff who are employed by BGGS work such hours as would entitle them to penalty or overtime rates under the *Educational Services (Schools) General Staff Award 2010*, BGGS will pay security staff those penalty and overtime rates in accordance with the Award.
3. Any agreements made under Schedule 2, clause 4.5.5 of the proposed Agreement in relation to an employee taking time off in lieu of payment for approved overtime worked, will be subject to the following requirements:
  - a) the agreement will be recorded in writing and BGGS will keep a copy of the agreement as an employee record; and
  - b) if, on the termination of the employee's employment, time off for overtime worked by the employee to which Schedule 2, clause 4.5.5 applies remains owing to the employee, BGGS will pay the employee for the overtime at the overtime rate applicable to the overtime at the time it was worked.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date

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



**BRISBANE GIRLS GRAMMAR SCHOOL  
ENTERPRISE AGREEMENT 2019**

---

# Brisbane Girls Grammar School Enterprise Agreement 2019

## Table of Contents

<b>EMPLOYMENT PROVISIONS FOR ALL EMPLOYEES .....</b>	<b>1</b>
<b>1. PRELIMINARY</b>	<b>1</b>
1.1 Title	1
1.2 Application	1
1.3 Relationship to awards and industrial instruments	1
1.4 Date and period of operation	1
1.5 Agreement posting	1
1.6 No extra claims	1
1.7 Definitions	2
1.8 Objectives of this Agreement	3
<b>2. CONTRACT OF EMPLOYMENT</b>	<b>3</b>
2.1 Contract of employment	3
2.2 Flexible work arrangements	4
2.3 Probation	4
2.4 Termination without notice	4
2.5 Termination with notice	5
2.6 Academic Staff	5
2.7 Professional Staff	5
2.8 Payment in lieu of notice	5
2.9 Statement of service	5
2.10 Redundancy	5
2.11 Reinstatement of entitlements	7
<b>3. FLEXIBILITY, CONSULTING AND RESOLVING DISPUTES</b>	<b>7</b>
3.1 Staff Consultative Committee	7
3.2 Consultation Regarding major Workplace Change	8
3.3 Individual flexibility arrangement	10
3.4 Incidental and peripheral tasks	11
3.5 Procedures for preventing and settling disputes	11
3.6 Professional environment	12
<b>4. REMUNERATION AND SUPERANNUATION</b>	<b>12</b>
4.1 Payment of wages	12
4.2 Wage increase	12
4.3 Wage rates	12
4.4 Superannuation	12
4.5 Higher duties allowance	13
4.6 Salary packaging	13
4.7 Accident insurance plan	14
4.8 Subsidised School tuition fees	14
4.9 Salary continuance	14
<b>5. LEAVE</b>	<b>14</b>
5.1 Leave - General	14
5.2 Annual leave	14
5.3 Parental leave	14
5.4 Spousal leave	15
5.5 Application for extension of parental leave or part-time work	15

5.6	Personal/ carer's leave	16
5.7	Compassionate leave	17
5.8	School special leave	17
5.9	Domestic and Family Violence Leave	17
5.10	Long service leave	18
5.11	Statutory holidays	18
5.12	Jury service	18
5.13	Workplace education leave	19
<b>6.</b>	<b>PROFESSIONAL DEVELOPMENT</b>	<b>19</b>
6.1	Professional Development and Training	19
6.2	Recognition of Professional Excellence	19
6.3	Preparation for and conclusion of the academic year	19
<b>SCHEDULE 1 – ACADEMIC STAFF PROVISIONS .....</b>		<b>21</b>
<b>1.</b>	<b>APPLICATION AND OPERATION</b>	<b>21</b>
1.1.	Application	21
1.2.	Definitions and interpretation	21
<b>2.</b>	<b>TERMS OF EMPLOYMENT</b>	<b>21</b>
2.1.	Full- Time	21
2.2.	Part-time employment	21
2.3.	Casual employment	21
2.4.	Job share	21
2.5.	Fixed or maximum term	22
<b>3.</b>	<b>WAGES AND RELATED MATTERS</b>	<b>23</b>
3.1.	Rates of pay	23
<b>4.</b>	<b>CLASSIFICATIONS</b>	<b>24</b>
4.1.	Classification level for Academic Staff	24
4.2.	Remuneration for Middle Managers	24
4.3.	Positions of Added Responsibility (PAR)	24
4.4.	Positions of Added Responsibility 1 (PAR 1)	25
4.5.	Remuneration	25
4.6.	Progression within the band	25
4.7.	Appointment to a position of responsibility	26
4.8.	Recognition of Lead Teacher	26
<b>5.</b>	<b>HOURS OF WORK, BREAKS AND CO-CURRICULAR ACTIVITIES</b>	<b>26</b>
5.1.	Hours of work	26
5.2.	Release time	27
5.3.	Teaching load	27
5.4.	Other duties	27
5.5.	Morning tea breaks	28
5.6.	Meal breaks	28
5.7.	Co-curricular activities	28
<b>6.</b>	<b>LEAVE</b>	<b>29</b>
6.1.	Annual leave	29
6.2.	Taking annual leave	29
6.3.	Payment of annual leave	29
6.4.	Annual leave loading for Teachers	29

<b>7.</b>	<b>INDUCTION</b>	<b>30</b>
	7.1. Induction of Teachers	30
<b>SCHEDULE 2 - PROFESSIONAL STAFF PROVISIONS .....</b>		<b>31</b>
<b>1.</b>	<b>APPLICATION AND OPERATION</b>	<b>31</b>
	1.1. Application	31
<b>2.</b>	<b>TERMS OF EMPLOYMENT</b>	<b>31</b>
	2.1. Full- Time	31
	2.2. Part-time employment	31
	2.3. Casual employment	31
	2.4. Transfer from part-time to full-time employment and vice versa	31
	2.5. Fixed or maximum term employment	32
<b>3.</b>	<b>WAGES AND RELATED MATTERS</b>	<b>32</b>
	3.1. Rates of pay	32
	3.2. Incremental progression – Professional Staff	33
	3.3. Salary review and progression to higher levels – Professional Staff	33
	3.4. Junior Employees	34
<b>4.</b>	<b>HOURS OF WORK, BREAKS AND OVERTIME</b>	<b>34</b>
	4.1. Hours of work	34
	4.2. Annualisation of Wages	34
	4.3. Breaks between periods of duty	35
	4.4. Rostered days off (RDOs)	35
	4.5. Overtime	35
	4.6. Mixed functions	36
	4.7. Meal breaks	36
	4.8. Rest pauses	36
<b>5.</b>	<b>LEAVE</b>	<b>36</b>
	5.1. Annual leave	36
<b>6.</b>	<b>CLASSIFICATIONS</b>	<b>36</b>
	6.1. Classification guidelines	36
	6.2. Classification levels for Professional Staff (except nursing staff)	37
	6.3. Classification levels for nursing staff	40
<b>Appendix A – SIGNATORIES</b>		<b>41</b>

# EMPLOYMENT PROVISIONS FOR ALL EMPLOYEES

## **1. PRELIMINARY**

### **1.1 Title**

- 1.1.1 This Agreement shall be known as the Brisbane Girls Grammar School Enterprise Agreement 2019.

### **1.2 Application**

- 1.2.1 This Agreement shall apply to The Trustees of the Brisbane Girls Grammar School and to all employees of the School for whom classifications are contained herein.

The following roles are not covered by this Agreement:

- Principal
- Deputy Principal
- Chief Financial Officer
- Finance Manager
- Facilities Manager
- Human Resources Director
- Professional Staff Directors
  - Director of Information Technology
  - Director of Communications and Community Engagement
  - Director of Development
  - Director of Counselling Services
- Dean or Associate Dean (or any position of an equal or higher level)
- Music, Language and Instrumental Tutors
- Seasonal Coaches (sports and debating)

### **1.3 Relationship to awards and industrial instruments**

- 1.3.1 This is a comprehensive Agreement that operates to the exclusion of all other awards or industrial instruments that would otherwise apply.
- 1.3.2 Any legislation (including the Act) and any policy, procedure or other document referred to in this Agreement is not incorporated into the Agreement and does not form part of it.
- 1.3.3 This Agreement will be read in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the consistency.

### **1.4 Date and period of operation**

- 1.4.1 This Agreement begins to operate seven (7) days after approval by FWC. This Agreement has a nominal expiry date of 31 December 2021.

### **1.5 Agreement posting**

- 1.5.1 A copy of this Agreement is available to all Employees and is located on GrammarNet in the human resources section.

### **1.6 No extra claims**

- 1.6.1 There shall be no further increases to pay or other benefits during the life of this Agreement except any changes to the review of co-curricular activities in accordance with Schedule 1 clause 5.7.2.



1.6.2 The Employees and Unions must not:

- (a) pursue any extra claims for the duration of this Agreement, whether dealt with in this Agreement or not. This includes claims relating to changes arising from award variations or decisions of FWC or courts; and
- (b) take industrial action in support of extra claims for the duration of this Agreement.

## 1.7 Definitions

In this Agreement:

**“Academic Staff”** means Employees of the School whose rates of pay are prescribed in Schedule 1, clause 3.1 of this Agreement and who are employed as Teachers by the Employer.

**“Act”** means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.

**“Agreement”** means this agreement including Schedules 1 and 2.

**“Employees”** means all employees who are covered by this Agreement and includes Professional Staff and Academic Staff.

**“Employer”** means The Trustees of the Brisbane Girls Grammar School.

**“FWC”** means Fair Work Commission.

**“Immediate Family”** means the spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee or the Employee’s spouse or de facto partner.

**“Middle Manager”** means Academic Director, or Head of House.

**“NES”** means the National Employment Standards in the Act, as amended or replaced from time to time.

**“Non-term weeks”** means weeks in the school year other than term weeks and includes periods designated as school holidays for students.

**“Professional Staff”** means Employees of the School whose rates of pay are prescribed in Schedule 2, clause 3.1 of this Agreement who are not employed as Academic Staff and who are employed in the areas of:

- (a) School administration services – Employees whose principle duties are in the functional areas of the School’s business operations, including but not limited to:
  - administration;
  - events management;
  - finance;
  - development
  - communications and enrolments;
  - information technology services;
  - human resources administration; and
  - library

- (b) School operational services – Employees whose principle duties are to support the other services of the School, including but not limited to:
- construction, plumbing, carpentry, painting and other trades;
  - cleaning, maintenance and School facility management;
  - security, gardening and turf management
- (c) Wellbeing services – Employees whose principle duties are to support the health, development and wellbeing of students, and employees, where appropriate. This will include the school counsellor and school psychologist; or
- (d) Nursing services – being any Employee who is a registered nurse in Queensland and is employed as such,

“**School**” means Brisbane Girls Grammar School.

“**Teacher**” means a person employed by the Employer:

- (a) who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of an educational programme;
- (b) whose rate of pay is prescribed in Schedule 1 of this Agreement; and who is registered as a teacher with the Queensland College of Teachers.

“**Term weeks**” means the weeks in the school year that students are required to attend school as set out in the School calendar.

“**Union**” means a union party to this Agreement.

## **1.8 Objectives of this Agreement**

- 1.8.1 This Agreement provides a commercially sustainable framework for effective employment relations that enables the School to achieve the School’s strategic aspiration and intent.

## **2. CONTRACT OF EMPLOYMENT**

### **2.1 Contract of employment**

- 2.1.1 Employees may be offered employment on a full-time, part-time, casual or job share basis subject to the School’s operational requirements. Employment may be offered on a fixed or maximum term/special project or continuing basis.
- 2.1.2 Each Employee shall be advised in writing, at point of engagement and at other times when varied, in accordance with this part, the following:
- (a) the nature of the engagement whether it be:
- (i) full-time, part-time or casual;
  - (ii) job share;
  - (iii) for a fixed or maximum term/ special project or on a continuing basis;
- (b) the work the Employee is employed to do;
- (c) if part-time, the weeks and/ or days the Employee is to work;

- (d) if part-time, the number of ordinary hours per week the Employees is required to work;
- (e) as applicable, the ordinary starting and finishing time for each day's employment; and
- (f) the duration of the engagement in respect of employment for a fixed or maximum term/ special project.

## **2.2 Flexible work arrangements**

- 2.2.1 Requests for flexible work arrangements (including working part-time or job share arrangements) may be made by Employees whose personal responsibilities include caring for children, caring for elderly parents, or caring for a person with a serious long-term illness or disability.
- 2.2.2 The School will consider any written requests for flexible work arrangements on a case by case basis and in accordance with School policy.
- 2.2.3 Any request for flexible work arrangements by an Employee must be in writing, setting out details of the change sought (including, where applicable, the proposed date for commencement and end date for part-time work) and the reasons for the change.
- 2.2.4 A flexible work arrangement will only come into effect with the agreement of the Employer. The Employer may refuse the request on reasonable business grounds. If the Employer refuses the request, it must do so in writing setting out the reasons for the refusal.
- 2.2.5 In giving consideration to any application for flexible work arrangements by an Employee, the Employer will consider matters including the following:
  - (a) the nature of the flexible work arrangements sought;
  - (b) the circumstances of the Employee that gives rise to the application and the impact of a refusal of the application on the Employee and, where applicable, their family;
  - (c) the operational requirements and needs of the School, including but not limited to:
    - the Employer's capacity to reorganise work arrangements and/or secure competent and experienced replacement staff;
    - the impact of the approval of the flexible work arrangements request on other School staff and their working arrangements and workload;
    - the financial impact on the School of approving the request;
    - the ability of the School to discharge its duty of care and high standards of academic excellence (including through continuity of teaching) to students;
    - the practicality or otherwise of the arrangements that may need to be put in place to accommodate the Employee's request.

## **2.3 Probation**

- 2.3.1 The Employer may employ an Employee on up to a maximum six (6) month probation basis (or longer period if extended by agreement with the Employee).
- 2.3.2 During an Employee's probationary period, either the Employee or the Employer may terminate the Employee's employment by giving one (1) weeks' notice or, in the case of the Employer, by making payment in lieu of notice.

## **2.4 Termination without notice**

- 2.4.1 The Employer may terminate an Employee's employment without notice if the Employee engages in serious misconduct or in the case of casual Employees.\

## **2.5 Termination with notice**

- 2.5.1 Other than termination during the probation period or in accordance with clause 2.4.1, the required period of notice of termination that both the Employer and the Employee must give the other may be specified in their letter of offer, but must be no less than that prescribed by this clause (not including annual leave) and the NES.

## **2.6 Academic Staff**

- 2.6.1 Unless otherwise agreed with the School, notice of termination for Academic Staff shall be seven (7) term time weeks.

## **2.7 Professional Staff**

- 2.7.1 Notice of termination for Professional Staff shall be provided in accordance with the following (or such greater period as required by the NES):

<b>Period of continuous service</b>	<b>Notice period</b>
Less than 3 years' service	2 weeks
3 to 5 years' service	3 weeks
More than 5 years' service	4 weeks

- 2.7.2 If an Employee fails to provide the minimum period of notice in accordance with this clause 2.5, the School may withhold monies due to the Employee equal to the period of notice or part period of notice not provided, subject to the maximum amount which may be withheld being four (4) weeks' salary.

## **2.8 Payment in lieu of notice**

- 2.8.1 The Employer may make payment in lieu of any or all of the notice period, calculated on the Employee's ordinary time rate of pay. Where the Employee gives less than the required period of notice, an amount equivalent to the period of the notice not served will be forfeited by the Employee unless otherwise agreed.

## **2.9 Statement of service**

- 2.9.1 The Employer will, in the event of termination of employment, provide upon request to the Employee, a written statement specifying the period of employment and the classification or type of work performed by the Employee.

## **2.10 Redundancy**

- 2.10.1 Consultation before terminations

- (a) Where the Employer decides that it no longer requires the position the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer shall consult with the Employee directly affected and at the Employee's request, their nominated representative.
- (b) The consultation shall take place as early as practicable after the Employer has made a decision in clause 2.10.1(a) and will cover the reasons for the proposed termination/s and measures to avert or mitigate the termination/s.
- (c) The Employer shall provide in writing to the Employee and their nominated representative (if any), all relevant information about the proposed termination/s including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are

likely to be carried out. However, the Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

#### 2.10.2 Transfer to lower paid duties

- (a) Where an Employee is transferred to lower paid duties for reasons set out in clause 2.10.1(a), the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated.
- (b) The Employer may, at the Employer's option, make payment in lieu of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice of transfer still owing.

#### 2.10.3 Time off during notice period

- (a) Where a decision has been made to terminate an Employee in the circumstances outlined in clause 2.10.1(a), the Employee shall be allowed up to one (1) paid day off, 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 (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, 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.

#### 2.10.4 Employee leaving during notice

An Employee who has received notice of termination of employment for reasons set out in clause 2.10.1(a), may terminate such employment during the period of notice, and if so, shall be entitled to the same benefits and payments had such Employee remained with the Employer until the expiry of such notice. In such circumstances, however, the Employee shall not be entitled to payment in lieu of notice.

#### 2.10.5 Redundancy pay

- (a) An Employee whose employment is terminated for reasons set out in clause 2.10.1(a) will be entitled to the following amounts of redundancy pay, or any greater period as stated in the NES:

<b>Period of continuous service</b>	<b>Redundancy pay (weeks' pay)</b>
Less than 1 year	nil
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	7
At least 4 years but less than 5 years	8
At least 5 years but less than 6 years	10
At least 6 years but less than 7 years	11
At least 7 years but less than 8 years	13
At least 8 years but less than 9 years	14
At least 9 years	16

Note: The NES provides for the lower amount of 12 weeks' redundancy pay after 10 years of continuous service. This has its basis in the fact that generally employees with more than 10 years' service have long service entitlements as well.

- (b) Rates of pay are based on the ordinary time rate of pay for the Employee concerned, excluding overtime, penalty rates, allowances, bonuses and any other ancillary payments.

## **2.11 Reinstatement of entitlements**

2.11.1 At the Principal's discretion, where a full-time Employee has:

- (a) resigned for any reason and that Employee has been employed by the Employer for a minimum of twelve (12) months of service; and
- (b) within two (2) years of that Employee's resignation, the person is re-employed by the Employer on a full-time basis,

then the Employer may recognise the Employee's prior service for the purposes of personal/carer's leave and long service leave. Whether the person is re-employed by the Employer is at the Employer's sole discretion.

## **3. FLEXIBILITY, CONSULTING AND RESOLVING DISPUTES**

### **3.1 Staff Consultative Committee**

- 3.1.1 The parties to this Agreement are committed to co-operation and consultation as part of maintaining a culture of consultation at the School. As such, the School will convene the Staff Consultative Committee once per term and on request, should staff wish to discuss any significant impact on their working environment and workload which may occur as a result of School instigated change to its operations. The outcomes of the review and recommendations will be communicated to Staff by the Principal.
- 3.1.2 The parties to this Agreement recognise that Employees have particular interest in issues such as working arrangements and conditions, workloads, health and safety and future plans for the development of the School.
- 3.1.3 Effective consultation between the Employer and Employees is dependent on the following principles:
- (a) a commitment by the Employer and Employees to participate;
  - (b) co-operation and consultation;
  - (c) effective communication processes;
  - (d) induction by the Principal or her delegate which educates members of the Staff Consultative Committee in the roles and responsibilities of membership of the Committee;
  - (e) agreed meeting schedule;
  - (f) Employees determining their representation; and
  - (g) either the Employer or the Employees being able to request meetings of the Staff Consultative Committee.
- 3.1.4 In committing to effective consultation the Employer and Employees acknowledge the requirements of an atmosphere of mutual trust and co-operation. The terms of references of the Staff Consultative Committee are:
- (a) to provide an environment for greater two-way communication, enabling Employees to participate in discussions on matters which affect their wellbeing, work practices, workload, organisation and structures within the School;
  - (b) to serve as a forum to share views on significant general employee relations issues;
  - (c) as part of any significant change or new initiative that is proposed, the School will identify any short term or ongoing impacts on the workload of employees affected by the change.
  - (d) to identify any resources support needed by Staff to address work issues or to support new

initiatives; and

(e) to make recommendations to the Principal as appropriate.

3.1.5 The Staff Consultative Committee will be convened at least once per term to address any issues within the School as they arise and to advance specific matters arising from this Agreement. The Committee will comprise:

(a) up to three (3) representatives of senior management;

(b) four (4) members identified by staff, two (2) from the Academic Staff and two (2) from the Professional Staff; and

(c) where appropriate, other relevant Employees may be requested to provide input on specific issues.

### **3.2 Consultation Regarding major Workplace Change**

3.2.1 This clause 3.2.1 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***

3.2.2 For a major change referred to in clause 3.2.1(a):

(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and

(b) clauses 3.2.3 to 3.2.9 apply.

3.2.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

3.2.4 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.

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

(a) discuss with the relevant Employees:

(i) the introduction of the change;

(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;

- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.

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

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

3.2.8 If a term in this Agreement provides for a major change to production, programme, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 3.2.2(a), 3.2.3 and 3.2.5 are taken not to apply.

3.2.9 In this clause, a major change is “likely to have a significant effect on employees” if it results in:

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

3.2.10 For a change to regular roster or ordinary hours of work of employees

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) clauses 3.2.11 to 3.2.15 apply.

3.2.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

3.2.12 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.

3.2.13 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change;
- (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;
  - (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 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



impact in relation to their family or caring responsibilities).

- 3.2.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 3.2.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 3.2.16 In this term:
- (a) “relevant Employees” means the Employees who may be affected by a change referred to in subclause 3.2.1

### **3.3 Individual flexibility arrangement**

- 3.3.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the arrangement deals with one (1) or more of the following matters:
- arrangements about when work is performed;
  - overtime and penalty rates;
  - rostered days off and time off in lieu;
  - shift work;
  - allowances;
  - breaks;
  - rostering and timetabling;
  - taking of annual leave; and
  - leave loading;
- (b) the arrangement meets the genuine needs of the Employer and the Employee in relation to one (1) or more of the matters mentioned in clause 3.3.1(a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 3.3.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3.3.3 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:

- the terms of this Agreement that will be varied by the arrangement; and
- how the arrangement will vary the effect of the terms; and
- how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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

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

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

### **3.4 Incidental and peripheral tasks**

3.4.1 The Employer may direct an Employee to carry out such duties as are reasonable within the scope of the Employee's skills and capability.

3.4.2 The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment (where relevant).

3.4.3 Any direction issued by the Employer pursuant to this clause shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

### **3.5 Procedures for preventing and settling disputes**

3.5.1 If a dispute relates to a matter arising under this Agreement or the NES, this clause 3.5 sets out procedures to settle the dispute.

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

3.5.3 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. Such discussion should, if possible, take place within 24 hours after the request is made by the Employee or the Employee's representative.

3.5.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

3.5.5 The FWC may deal with the dispute in 2 stages:

- (a) The FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties to the dispute.

*Note:* If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

3.5.6 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

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

3.5.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

### **3.6 Professional environment**

3.6.1 The School is committed to being a leading educational provider focused on both “best” and “next” practice. It endeavours to achieve excellent and efficient outcomes, as well as flexibility and effectiveness across its operations. The School is mindful of the impact change can have on the work environment and workload for staff. Changes are often implemented as a result of legislative and government imperatives, however, the School also looks to effect changes to better achieve its Aspiration and Strategic Intent.

## **4. REMUNERATION AND SUPERANNUATION**

### **4.1 Payment of wages**

4.1.1 Wages shall be paid fortnightly by electronic funds transfer into a financial institution nominated by the Employee or as otherwise agreed by the Employee(s).

### **4.2 Wage increase**

4.2.1 The first pay increase of 2.9% shall be paid as from the first pay period on or after 1 January 2019.

4.2.2 The second pay increase of 2.8% shall be paid as from the first pay period on or after 1 January 2020.

4.2.3 The third pay increase of 2.7% shall be paid as from the first pay period on or after 1 January 2021.

4.2.4 The School undertakes to be mindful of any changes in the Queensland State Teacher’s Agreement which may have implications for Academic Staff. The School will ensure that, overall, Academic Staff are not disadvantaged in comparison to Queensland State Teachers.

### **4.3 Wage rates**

4.3.1 The minimum wage rates applicable for all employees covered by this Agreement are the rates of pay shown in Schedules 1 and 2.

### **4.4 Superannuation**

4.4.1 The rights and obligations in these clauses supplement those in Superannuation Legislation.

- 4.4.2 The Employer will make such superannuation contributions to a Fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under Superannuation Legislation with respect to that Employee.
- 4.4.3 The Employer will contribute 12.75% employer superannuation contributions on behalf of an Eligible Employee, inclusive of the contribution referred to in clause 4.4.2 above (including any increase to this contribution during the life of this Agreement).
- 4.4.4 Employees may elect to have the Employer pay their superannuation contribution into their Fund of choice.
- 4.4.5 In this clause 4.4:
- (a) **“Fund”** means any superannuation fund which meets the requirements of the *Superannuation Industry (Supervision) Act 1993* (Cth), as amended or replaced, as a complying fund for superannuation.
  - (b) **“Eligible Employee”** means any Employee who earns more than \$450 gross per month, or as per Australian Taxation Office guidelines.
  - (c) **“Superannuation Legislation”** includes the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and any other legislation that deals with the superannuation rights and obligations of employers and employees.
- 4.4.6 Absence from work
- (a) Leave – superannuation contributions will continue to be made whilst an Eligible Employee is absent on paid leave, but will not be required in respect of any absence on unpaid leave.
  - (b) Work related injury or illness – superannuation contributions will continue to be made whilst an Eligible Employee is absent from work due to work related injury or illness (up to a maximum of 52 weeks’ total absence for each injury or illness) provided that the Employee is receiving payments under the *Workers’ Compensation and Rehabilitation Act 2003* (Qld).

#### **4.5 Higher duties allowance**

- 4.5.1 The Employer may direct or appoint an Employee to temporarily perform the duties applicable to a classification higher than their current classification.
- 4.5.2 Where an Employee is formally appointed by the School and required to perform the majority of the duties of a position with a higher classification for a period in excess of ten consecutive (10) working days, the Employee shall be paid at the wage rate of the higher classification. The higher duties rate shall be paid from the point at which the Employee begins undertaking higher duties until such time as the duties are no longer undertaken.

#### **4.6 Salary packaging**

- 4.6.1 Employees may choose to salary package in accordance with guidelines issued by the Australian Taxation Office and the Employer’s policies subject to the following:
- (a) The costs for administering the salary package, including fringe benefits tax and the service provider fees are to be met by the participating Employee;
  - (b) Other than for salary sacrifice contributions into superannuation, an Employee must enter into a salary package agreement with the service provider appointed by the Employer and at the same time provide the service provider with evidence of having received independent financial counselling advice. Payroll deductions for salary packaging purposes will only be made by the Employer on the service provider’s authority;
  - (c) There is to be no additional administrative workload or other ongoing costs incurred by the Employer other than that associated with the processing of approved pay deduction

authorities; and

- (d) The Employee's salary used to calculate superannuation, leave loading, long service leave, severance and termination payment entitlements will be the gross base salary the Employee would receive if not taking part in the salary packaging arrangement.

#### **4.7 Accident insurance plan**

- 4.7.1 The Employer will extend the Accident Insurance Plan to its Employees.

#### **4.8 Subsidised School tuition fees**

- 4.8.1 Continuing full-time Employees may apply annually for subsidised School tuition fees for their daughter(s) enrolled at the School, in accordance with the policy determined by the Employer from time to time.

#### **4.9 Salary continuance**

- 4.9.1 All continuing full-time Employees and part-time Employees who work in excess of half the ordinary hours of a full-time Employee in that position will be provided with Salary Continuance Insurance subject to the Board of Trustees' approval. Employees will be advised of any change in the terms of the insurance provision.

### **5. LEAVE**

#### **5.1 Leave - General**

- 5.1.1 Leave will be taken and accrued in accordance with this clause 5 – Leave, the NES and School Policy.

#### **5.2 Annual leave**

- 5.2.1 Full-time Employees are entitled to four (4) weeks annual leave per year of service, calculated in accordance with the annual leave provisions in Schedules 1 and 2 of this Agreement, as applicable.
- 5.2.2 Annual leave shall be exclusive of any statutory holiday, which may occur during the period of annual leave.
- 5.2.3 Annual leave shall be taken, and the Employer may require Employees to take annual leave, during Non-term weeks or during closedown of the School (unless otherwise agreed between the Employer and Employee). Where the Employee does not have sufficient paid leave accrued, the Employee will be granted leave without pay.

#### **5.3 Parental leave**

- 5.3.1 Parental leave will be in accordance with the NES, School policy and this clause.
- 5.3.2 Paid parental leave is the paid birth or adoption leave component of a period of parental leave that an employee is entitled to in accordance with this clause.
- 5.3.3 All Employees (other than casual Employees) with at least twelve (12) months' continuous service with the Employer are entitled to up to fourteen (14) weeks' parental leave on full pay for each birth or adoption. The period of paid leave will be exclusive of any paid school vacation period and inclusive of public holidays which may fall during the leave.
- 5.3.4 A part-time Employee or fixed or maximum term/ special project Employee is eligible for paid parental leave based on their part-time or fractional salary.
- 5.3.5 In addition to the paid parental leave entitlement in clause 5.3.2, Employees may access up to 38 weeks' parental leave without pay for each confinement. This period may be extended by a

further 12 month period of unpaid leave in accordance with and subject to the requirements of the NES.

- 5.3.6 When applying for parental leave, an Employee must:
- (a) produce to the Employer not less than ten (10) weeks before the expected date of birth, a certificate from a registered medical practitioner stating the expected date of birth;
  - (b) not less than four (4) weeks before commencement of parental leave, produce to the Employer written notification of the intention to return to work following the end of parental leave.
- 5.3.7 Eligible Employees may apply for all or part of accrued annual leave or long service leave (subject to entitlement) to be taken in one block in lieu of all, or part, of the unpaid period of parental leave.
- 5.3.8 Employees on parental leave are required to remain absent for a minimum period of six (6) weeks after the actual date of birth of a child.
- 5.3.9 The Employer is not required to extend a non-continuing contract of employment solely by reason of an Employee being entitled to claim for a period of paid parental leave.
- 5.3.10 An Employee on parental leave must confirm his/her intention of returning to work by notice in writing to the Principal giving not less than one (1) term's notice, before the end of the period of parental leave.
- 5.3.11 An Employee on parental leave may apply to the Employer to return to work on a part-time basis, with the Employee to make not more than one (1) application within any 12 month period unless the Employer otherwise agrees.

#### **5.4 Spousal leave**

- 5.4.1 In accordance with the School's Family Leave Policy, an eligible Employee who produces a certificate from a medical practitioner which states the Employee's spouse's expected date of confinement or adoption will be entitled to one (1) week's paid spousal leave in connection with the birth of a child/children or adoption for whom the Employee has accepted responsibility. This period of paid spousal leave will be taken as the initial absence on any period of unpaid parental leave and is inclusive of any public holidays arising within that time.
- 5.4.2 The period of paid spousal leave in clause 5.4.1 above cannot be extended other than by the Employee taking the leave on a half-pay basis. However, the Employee may take unpaid spousal leave in accordance with the NES.

#### **5.5 Application for extension of parental leave or part-time work**

- 5.5.1 Any application made by an Employee for an extension of parental leave must:
- (a) for Academic Staff, be made to the Employer in writing at least one (1) School term before the initial period of parental leave ends;
  - (b) for Professional Staff, be made to the Employer in writing at least four (4) weeks before the initial period of parental leave ends;
  - (c) state that it is an application for an extension of parental leave;
  - (d) state the requested dates of the extension;
  - (e) state the impact the refusal may have on the Employee and the Employee's dependant;  
and
  - (f) be accompanied by a statutory declaration from the Employee stating that the Employee is seeking the extension to continue to be the child's primary caregiver.

- 5.5.2 Any application made by an Employee to return work on a part-time basis following parental leave must:
- (a) for Academic Staff, be made to the Employer in writing at least one (1) School term before the parental leave ends;
  - (b) for Professional Staff, be made to the Employer in writing at least four (4) weeks before the parental leave ends;
  - (c) state that it is an application for to return to work on a part-time basis and provide details of and reasons for the part-time arrangements sought;
  - (d) state the impact the refusal may have on the Employee and the Employee's dependant;
  - (e) be accompanied by a statutory declaration from the Employee stating that the Employee is seeking to work on a part-time basis so the Employee can continue to be the child's primary caregiver when not at work.
- 5.5.3 In giving consideration to any application by an Employee to move to part-time work or for an extension of parental leave, the Employer will take into account the factors outlined in clause 2.2.5 of this Agreement.
- 5.5.4 The Employer may refuse a request made under clauses 5.5.1 to 5.5.3 only on reasonable business grounds, consistent with the Act.
- 5.5.5 The Employer must give the Employee a written response to any request made stating whether the Employer grants or refuses the request. The response must:
- (a) be given as soon as practicable, and not later than 21 days, after the request is made; and
  - (b) where the Employer refuses the request, include details of the reasons for the refusal.

## **5.6 Personal/ carer's leave**

- 5.6.1 For each year of service with the Employer, a full-time Employee is entitled to ten (10) days of paid personal/carer's leave.
- 5.6.2 An Employee's entitlement to be paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 5.6.3 An Employee may apply for an advance of personal/carer's leave entitlement to the Principal, on a case by case basis. A doctor's certificate supporting the claim is a minimum requirement.
- 5.6.4 An Employee must notify the School at the earliest practical opportunity (and in any event within 24 hours of the commencement of the absence), the Employee's inability to attend work because of personal illness or injury. The Employee will also advise the School as far as possible of the nature of the illness or injury and the estimated duration of the absence. If the Employee is likely to be absent from work for a greater period than that originally notified to the School, the Employee must advise the School accordingly.
- 5.6.5 If the Employee's absence from work on account of illness exceeds two (2) days, the Employee is required to produce to the School a medical certificate from a medical practitioner, specifying the nature of the illness of the Employee and the period or approximate period during which the Employee will be unable to work, or of other evidence of illness to the satisfaction of the School.
- 5.6.6 Where an Employee has a record of recurring absences of personal/carer's leave, the School may, if it considers it appropriate, inform the Employee that in the event of future absences a certificate will be required from a qualified medical practitioner in respect of each period of personal/carer's leave taken for a period of six (6) months thereafter.
- 5.6.7 Subject to the terms of this Agreement, there is no restriction on the amount of accrued personal/carer's leave that an Employee may take at any one time, subject to clause 5.6.5.

5.6.8 Unused personal/carer's leave will accumulate from year to year but will not be paid out on termination of employment.

## **5.7 Compassionate leave**

5.7.1 Each Employee may access two (2) days compassionate leave for each permissible occasion when a member of the Employee's Immediate Family or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

5.7.2 For Employees other than casual Employees, compassionate leave will be paid.

## **5.8 School special leave**

5.8.1 The School recognises that from time to time Employees require leave from their normal duties owing to urgent personal circumstances. As such Employees (other than casual Employees) may access School Special Leave up to five (5) paid days in any calendar year of service.

5.8.2 School Special Leave need not be taken in whole days. Unused leave shall not accumulate from year to year and will not be paid out on termination of employment.

5.8.3 School Special Leave is provided, subject to the discretion of the Principal, for reasons such as, but not limited to:

- (a) additional personal/carer's leave;
- (b) additional compassionate leave;
- (c) family-related and personal matters that fall during working hours and cannot be re-scheduled; and
- (d) study leave.

5.8.4 School Special Leave must be approved prior to an Employee taking such leave, with such approval to be at the Principal's discretion. In circumstances where pre-approval is not possible (e.g. unanticipated personal/carer's leave) the Employee will make an application for School Special Leave as soon as possible following their commencement of such leave.

## **5.9 Domestic and Family Violence Leave**

5.9.1 The School is committed to supporting an employee who is experiencing domestic and family violence and will provide five (5) days per year non-cumulative paid leave in order to address related matters including, but not limited to:

- (a) attending medical and/or counselling appointments;
- (b) sourcing alternative accommodation;
- (c) accessing legal advice;
- (d) attending legal proceedings;
- (e) organising alternative care for members of their immediate family or household;
- (f) organising alternative education arrangements for their children;
- (g) rebuilding support networks; and
- (h) other issues related to the domestic violence

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

5.9.3 Employees can also access existing entitlements for the above-mentioned purposes by notifying the School as soon as practicable and without the usual notice requirements.



- 5.9.4 Employees may access this leave without having exhausted other forms of paid leave.
- 5.9.5 The School may request evidence to support the purposes of this leave.
- 5.9.6 Notwithstanding the above clause 5.9.5, the School acknowledges that employees accessing such leave may experience difficulties in providing supporting documentation at short notice in some circumstances.
- 5.9.7 This leave may be taken in conjunction with the five (5) days School Special leave specified in clause 5.8 to give a total of ten (10) days paid leave. Any employee accessing such Special Leave in conjunction with this clause will notify the School as soon as practicable and will be exempt from the normal approval process relevant to this leave.

## **5.10 Long service leave**

- 5.10.1 All Employees, including casuals, shall be entitled to long service leave in accordance with the provisions of the *Industrial Relations Act 2016* (Qld) (as amended or replaced) and School policy subject to the following:
- (a) Any period of long service leave taken by an Employee is exclusive of any public holiday(s), and/or paid leave periods;
  - (b) An Employee may request a period of long service leave be re-credited where a period of illness of one calendar week (seven days or more) is experienced during long service leave and the request is accompanied by a medical certificate;
  - (c) When an Employee has a period of long service leave re-credited under clause 5.10.1 (b) the actual period of absence from work will not normally be extended; and
  - (d) For Academic Staff, long service leave will usually be taken in full term blocks. However, in exceptional circumstances the Principal may approve an application for a period of less than four (4) weeks long service leave.

## **5.11 Statutory holidays**

- 5.11.1 This clause 5.11.1 does not apply to attendance of Employees on a public holiday on co-curricular activities including School-related tours and trips, conferences, sporting or other activities approved by the School to other States or overseas and undertaken by mutual consent.
- 5.11.2 An Employee required to work on Good Friday, Labour Day, Christmas Day, Anzac Day, New Years' Day, Australia Day, Easter Saturday, Easter Monday, the Queen's Birthday, Brisbane Show Day and Boxing Day or any day appointed to be kept in place of any such holiday, will be paid for at the rate of double time and a half with a minimum of four (4) hours. This clause does not apply to Employees who are part of a school tour in accordance with clause 5.11.1.
- 5.11.3 The Employer, with the agreement of the Employee or majority of Employees affected, may substitute another day for a statutory holiday.
- 5.11.4 An Employee who is required to work on a statutory holiday may agree with the School to:
- (a) be paid for that day at the rate prescribed by clause 5.11.2 for the particular holiday; or
  - (b) be paid for that day at the Employee's ordinary rate and be given a day off in lieu thereof.
- 5.11.5 If an Employee subsequently works on the day that was intended to be taken in lieu in accordance with clause 5.11.4(b), the Employee shall be paid for that day as if it was a statutory holiday in accordance with clause 5.11.2.

## **5.12 Jury service**

- 5.12.1 An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours will be paid their ordinary pay for the time the Employee was absent on jury service. Fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer.

## **5.13 Workplace education leave**

- 5.13.1 As part of the Schools' Professional Development program, an employee shall be entitled to apply for leave to attend courses or seminars of an industrial or professional nature conducted by a Union bound by this Agreement.
- 5.13.2 An employee shall be granted up to three (3) working days leave (non-cumulative) on ordinary pay to attend such courses or seminars. No more than two (2) employees shall be released to attend a course or seminar at the same time.
- 5.13.3 The employee shall provide one month's notice of their intention to take this leave.
- 5.13.4 The granting of such leave shall be subject to the reasonable convenience of the School, provided that requests for such leave will not be unreasonably withheld.

## **6. PROFESSIONAL DEVELOPMENT**

### **6.1 Professional Development and Training**

- 6.1.1 Approved (directed) professional development and training shall be deemed to include online or e-learning sessions.

### **6.2 Recognition of Professional Excellence**

- 6.2.1 The Recognition of Professional Excellence Programme is available to all Employees other than those engaged on a fixed or maximum term or casual basis who have worked for the School for at least two years and who are covered by this Agreement.
- 6.2.2 Successful applicants may be eligible for, at the Principal's sole discretion, a one-off payment in recognition of the Employee's exemplary performance. Eligible employees may apply once annually. The level of financial reward is at the discretion of the Principal, based on the individual's application and panel recommendation. The application process, procedures for identification, determination and review are described in the School's Recognition of Professional Excellence policy.
- 6.2.3 The parties to this Agreement are committed to equity in Employee access to this programme and its successful implementation. A review will be conducted annually by the Staff Consultative Committee to identify refinements and improvements.

### **6.3 Preparation for and conclusion of the academic year**

- 6.3.1 In recognition of Employees' commitment to the School, the School is committed to maximising the amount of time available for professional development, without minimising the time available for the teaching of students. The parties acknowledge that the School has implemented the timetable arrangements for student free periods during term time. In return, the School may schedule Employee attendance in the week before and the week after the Students' academic school year for a range of professional activities; the total number of days scheduled per year shall not exceed five (5) days, each referred to as a "Staff Day". Where a whole Academic Staff professional development activity is scheduled (e.g. keynote speaker) in the weeks before and/or after the academic school year, up to two (2) additional days may be scheduled in any one year. This applies to full-time and part-time Employees.
- 6.3.2 As part of the School's commitment to enhancing the knowledge base of Employees through the provision of both internal and external professional development and training, a provision shall be made for self-directed (individual or collaborative) professional activities of (approximately) one-third of the time on those five (5) Staff Days scheduled during the school year. This allocation will not coincide with additional School organised professional development as directed by senior and/or middle management and may be averaged across the school year.
- 6.3.3 Self-directed (individual or collaborative) professional activities shall include but not be limited to:
  - (a) Subject specific professional development;

(b) Subject team planning, preparation and/or evaluation of units of work; or

(c) Individual planning, preparation and checking reports.

6.3.4 Professional activities may in addition be planned by middle managers which may include but not be limited to:

(a) Department or Faculty meetings;

(b) House Group Teacher meetings;

(c) Subject specific professional development; or

(d) Subject team planning, preparation and/or evaluation of units of work.

6.3.5 The Staff Consultative Committee may make recommendations to the Principal regarding the content and timing of the professional development and administration days, to supplement other recommendations received through the School's academic committees and senior management committee.

# SCHEDULE 1 – ACADEMIC STAFF PROVISIONS

## 1. APPLICATION AND OPERATION

### 1.1. Application

- 1.1.1 The provisions of this schedule shall apply to all Academic Staff who are employed at the school and for whom classifications and wages are identified in clause 3 of this schedule.

### 1.2. Definitions and interpretation

- 1.2.1. "Co-curricular activities" include the supervision of school sports, clubs and activities within the School, and other like duties. Such duties shall be voluntary, honorary and arranged by agreement between Academic Staff members and the School.

## 2. TERMS OF EMPLOYMENT

### 2.1. Full-Time

- 2.1.1. A full time employee is an employee who is engaged to work an average of thirty (30) ordinary hours per week.

### 2.2. Part-time employment

- 2.2.1. A part-time Employee is an Employee who is engaged to work less than a full teaching load per academic cycle and/or for less than the full school year and who has reasonably predictable hours of work.
- 2.2.2. Where an Academic Staff member is employed on a part-time basis, the Employee shall be entitled to be paid a pro-rata rate calculated by dividing the number of teaching periods per cycle worked by the part-time Employee by the total number of teaching periods per cycle taught by a full-time Employee in that same position.
- 2.2.3. At the time of engagement, the Employer and the Employee will agree in writing to the Employee's normal pattern of work, including the days on which work is to be performed and the normal starting and finishing times for the Employee. Such agreement may be varied by mutual agreement between the Employer and Employee.
- 2.2.4. A part-time Academic Staff member will be allowed paid time for corrections, assessments or evaluations at the rate of not less than one (1) hour for every five (5) hours of teaching time.

### 2.3. Casual employment

- 2.3.1. A Teacher may be employed on a casual basis to relieve a Teacher absent from duty or to meet a short-term staffing need.
- 2.3.2. A casual Academic Staff member will be paid an hourly rate equal to 1/53rd of the fortnightly rate for a full-time Employee in that position plus 25% for a minimum engagement of three (3) hours and a maximum period of five (5) days of teaching in respect of any one engagement.
- 2.3.3. A casual Academic Staff member will be allowed paid time for corrections, assessments or evaluations not less than at the rate of one (1) hour for every five (5) hours of teaching time.

### 2.4. Job share

- 2.4.1. In the event that an Employee makes a request pursuant to clause 2.2.1 of this Agreement to job share the position the Employee is currently holding, then the request made to the Employer must also identify the proposed division of the position.

- 2.4.2. If the request is accepted by the Employer, the Employer and the job share Employees will agree a mutually suitable division of work.
- 2.4.3. The salaries paid to the job share participants will be in accordance with clause 3.1 of this schedule based on the percentage division of the work.
- 2.4.4. Employees subject to the job share arrangement under this clause will be entitled to pro rata benefits of annual leave, vacation periods, public holidays and all other accrued benefits to full-time Employees based on the percentage division of the work.
- 2.4.5. If the participating Employee is unable to attend work because of illness, the remaining Employee may volunteer to work this day(s). Where this occurs, that Employee will be paid the ordinary rate of pay for any additional hours worked.
- 2.4.6. Should either participating Employee leave the employment of the School, the remaining Employee may be offered the residue of the employment. If this offer is not accepted by the remaining Employee, the job share arrangement will be reviewed by the School to determine whether it is appropriate for the residual position to be advertised or the remaining Employee's role to be converted to a part-time position.

## **2.5. Fixed or maximum term**

- 2.5.1. An Employee may be appointed by the Employer to accommodate an identifiable short-term need.
- 2.5.2. For the purpose of clause 2.5.1 above, short term need includes, but is not limited to:
  - (a) special projects;
  - (b) special government grants;
  - (c) the expansion of a subject or a programme for a short term or fixed or maximum period;
  - (d) filling the position of an Employee who is on nominated leave from the School; and
  - (e) filling the position of an Employee arising from a resignation where no suitable permanent replacement Employee has been identified.
- 2.5.3. An Employee appointed for a fixed or maximum term will be employed for a period no greater than 12 months (unless the special project or requirement to backfill a position for an Employee on leave is for a period greater than 12 months), unless an identifiable short-term need continues to exist after the initial 12 month period. If an identifiable short-term need exists beyond the initial 12 month appointment period, the fixed or maximum term appointment may be re-negotiated and extended.

### 3. WAGES AND RELATED MATTERS

#### 3.1. Rates of pay

3.1.1. The minimum wage rates applicable to the Academic Staff covered by this Agreement are shown below:

ACADEMIC STAFF								
	Current		As from 1 January 2019		As from 1 January 2020		As from 1 January 2021	
	As at 1 January 2018		2.9% increase		2.8% increase		2.7% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Teacher</b>								
Step 1	2,868.98	74,849	2,952.19	77,020	3,034.85	79,176	3,116.79	81,314
Step 2	3,028.17	79,002	3,115.99	81,293	3,203.24	83,569	3,289.72	85,826
Step 3	3,187.48	83,158	3,279.91	85,570	3,371.75	87,966	3,462.79	90,341
Step 4	3,346.41	87,304	3,443.44	89,836	3,539.85	92,351	3,635.43	94,845
Step 5	3,506.27	91,475	3,607.95	94,128	3,708.97	96,763	3,809.11	99,376
Step 6	3,638.96	94,937	3,744.50	97,690	3,849.34	100,425	3,953.27	103,137
Step 7	3,771.98	98,407	3,881.36	101,261	3,990.04	104,096	4,097.77	106,907
Step 8	3,904.67	101,869	4,017.91	104,823	4,130.41	107,758	4,241.93	110,668
Step 9	4,037.40	105,332	4,154.50	108,387	4,270.82	111,421	4,386.13	114,430
<b>Middle Management (Academic Directors and Heads of House)</b>								
Level 1	4,534.28	118,295	4,665.78	121,726	4,796.42	125,134	4,925.93	128,512
Level 2	4,685.36	122,236	4,821.22	125,781	4,956.22	129,303	5,090.03	132,794
Level 3	4,821.30	125,783	4,961.12	129,431	5,100.03	133,055	5,237.73	136,647
Level 4	4,972.42	129,726	5,116.64	133,488	5,259.91	137,226	5,401.92	140,931
Level 5	5,141.69	134,142	5,290.82	138,032	5,438.96	141,897	5,585.81	145,728
Level 6	5,259.66	137,219	5,412.18	141,198	5,563.72	145,152	5,713.94	149,071
<b>PAR 2 (Head of Department and Academic Manager)</b>								
Level 1	4,241.69	110,661	4,364.68	113,870	4,486.89	117,059	4,608.04	120,219
Level 2	4,336.19	113,127	4,461.94	116,408	4,586.88	119,667	4,710.73	122,898
Level 3	4,430.19	115,579	4,558.66	118,931	4,686.30	122,261	4,812.83	125,562
Level 4	4,524.32	118,035	4,655.53	121,458	4,785.88	124,859	4,915.10	128,230
Level 5	4,618.95	120,504	4,752.91	123,999	4,885.99	127,471	5,017.91	130,912
<b>PAR 1 (Head of Subject / Special Project)</b>								
Level 1	122.10	3,185	125.62	3,277	129.14	3,369	132.63	3,460
Level 2	182.77	4,768	188.06	4,906	193.32	5,044	198.54	5,180
Level 3	243.35	6,349	250.42	6,533	257.43	6,716	264.38	6,897
Level 4	304.49	7,944	313.33	8,174	322.10	8,403	330.80	8,630
Level 5	365.20	9,528	375.80	9,804	386.32	10,079	396.76	10,351
<b>Common Co-curricular Rates</b>								
Level 1.0	61.17	1,591	62.75	1,637	64.51	1,683	66.25	1,728
Level 1.1	122.52	3,185	125.62	3,277	129.14	3,369	132.63	3,460
Level 1.2	183.39	4,768	188.06	4,906	193.32	5,044	198.54	5,180
Level 1.3	244.19	6,349	250.42	6,533	257.43	6,716	264.38	6,897
Level 1.4	305.53	7,944	313.33	8,174	322.10	8,403	330.80	8,630
Level 1.5	366.45	9,528	375.80	9,804	386.32	10,079	396.76	10,351

## **4. CLASSIFICATIONS**

### **4.1. Classification level for Academic Staff**

- 4.1.1. The classification level at which a Teacher will commence will be determined by the School and will recognise the Teacher's past years of service completed in registered schools within Australia and such other teaching service as the School might choose to recognise.
- (a) a 4 Year trained Teacher will be appointed at Step 1;
- (b) a Teacher admitted to the service as a 4 Year trained Teacher will be appointed at Step 2 if:
- the Teacher has an approved bachelor's degree with first and second degree honours from a recognised university plus one (1) year of teacher education; or
  - the Teacher has two (2) approved degrees from a recognised university plus one (1) Year of teacher education; and
- (c) except as otherwise provided in this Schedule, progression from one salary step to a higher salary step for a 4 Year trained Teacher will be by annual increment up to a maximum salary of Step 9 and subject to clause 4.1.3.
- 4.1.2. Subject to satisfactory conduct, diligence and efficiency of the Employee, where there is one (1) minimum pay point for a classification level, an Employee will be eligible for movement to the next highest pay point within the classification level after:
- (a) each 12 month period for full-time Teachers; and
- (b) 1000 teaching hours for part-time Teachers (1200 for casual Teachers).
- 4.1.3. Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

### **4.2. Remuneration for Middle Managers**

- 4.2.1. There is a special remuneration scale based on merit for Middle Managers. To qualify, the Middle Manager must be a permanent staff member, unless the Principal determines otherwise.
- 4.2.2. Allocation to a particular Middle Managers' remuneration level is based on performance reviews and at the discretion of the Principal. The level allocated is not necessarily permanent and may be changed positively or negatively according to performance; it may also remain unchanged.
- 4.2.3. Levels are all inclusive and no additional loadings for co-curricular or other duties are payable. It is expected that all Middle Managers will demonstrate their leadership through supporting activities, events and programmes of the School. Where a Middle Manager co-ordinates a co-curricular programme or other duties, the School shall ensure the classification level of the Middle Manager takes into account these added responsibilities.
- 4.2.4. Middle Managers receive a reduction in teaching load relevant to the manager's role and responsibilities as determined by the Principal. As a guide only, a Middle Manager may be granted up to a 40% reduction of a full teaching load as release time, in recognition of the additional responsibilities inherent in the promotional position.

### **4.3. Positions of Added Responsibility (PAR)**

- 4.3.1. A Head of Department (**HOD**) PAR 2 is responsible for a subject or subjects, or an administrative area.
- 4.3.2. A HOD of a subject or subjects at PAR 2 level will be a highly competent classroom teacher with experience in curriculum development, programming and administering the relevant subject/s,

usually across the School (i.e., Years 7 to 12) and often with particular emphasis on the senior years. A HOD may also have demonstrated the capacity to manage and mentor other staff teaching within the relevant subject/s and carry a leadership role for the subject external to the School, such as at QSA panel or with professional associations.

- 4.3.3. A Head of an administrative area at PAR 2 level will, as a guide, have highly developed specialised skills relevant to the area of responsibility, such as in the discipline or technology, and demonstrate the capacity to contribute expertise at committee level.
- 4.3.4. Release time for a Teacher appointed to this classification shall be at the discretion of the Principal but will be guided by the following:
- the number of students enrolled in the subject/s;
  - the amount of time the subject/s occupies in the weekly teaching programme; and
  - the number of teachers engaged in the teaching of the subject/s.
- 4.3.5. Release time is subject to requirements of the position of added responsibility and will be at the discretion of the Principal. If considered appropriate, a Teacher may be given up to 20% reduction of a full-time teaching load as release time and is in addition to the release time provided to a full-time classroom teacher.
- 4.3.6. Release time is inclusive of that normally provided for a full-time classroom teacher.

#### **4.4. Positions of Added Responsibility 1 (PAR 1)**

- 4.4.1. A Head of Subject (HOS) PAR 1 is a Teacher who is responsible for a subject, an area of specific development, or an activity.
- 4.4.2. As a guide, a Head of Subject at PAR 1 level shall be a Teacher who, for example is in charge of a weekly teaching programme of a subject area or areas, a curriculum project, or a special activity which warrants additional recognition through remuneration. Teachers appointed at this level will be usually either new to the area of responsibility at the School and not yet demonstrate a level of experience commensurate with a PAR 2 level, or the area they are in charge of is not considered a major responsibility, when compared for example to a core subject operating across the School.
- 4.4.3. Release time is **not** usually applicable at this level, but consideration may be given to release time in some circumstances at the discretion of the Principal. If considered appropriate, a Teacher may be given up to 15% reduction of a full-time teaching load as release time and is in addition to the release time provided to a full-time classroom teacher.

#### **4.5. Remuneration**

- 4.5.1. Minimum rates of remuneration are set out in clause 3.1 of this schedule. Higher rates of remuneration for staff undertaking promotional positions may be paid at the Principal's discretion.
- 4.5.2. Remuneration scales will be increased in accordance with any percentage salary increases reflected in this Agreement from time to time.
- 4.5.3. The allowances provided for PAR 1 as detailed in this schedule have an established relationship with the salary of a step 9 Teacher as prescribed in clause 3.1 of this schedule and the salary prescribed for the above classifications. Adjustments to these allowances following wage determinations will maintain this relativity.

#### **4.6. Progression within the band**

- 4.6.1. Clause 3.1 of this schedule provides salary/allowance steps available to Teachers in promotional positions within a PAR level. Progression within the PAR level from one salary/allowance step to a higher salary/allowance step (where available) shall be by annual increment provided that no Employee shall be entitled to receive any increase in salary/allowance pursuant to this schedule if the conduct, diligence and general efficiency of such Employee shall have been considered unsatisfactory by the Principal.



#### **4.7. Appointment to a position of responsibility**

- 4.7.1. Appointment to a position of responsibility will be determined by the Principal, following a transparent selection process. The Principal shall have final responsibility and discretion for the assignment and tenure of positions. Continuity in a position of responsibility is subject to satisfactory performance and as such, the School's performance appraisal will apply.
- 4.7.2. The level of positions and types of subjects occupying various levels shall be determined by the Principal, who may, at her discretion, consult with the Staff Consultative Committee. Where the Principal decides to consult with the Staff Consultative Committee, a representative of the relevant Union may be co-opted onto the Staff Consultative Committee.

#### **4.8. Recognition of Lead Teacher**

- 4.8.1. Lead Teacher recognition will apply to Teachers who have demonstrated and met the Australian Professional Standards for Teachers (APST).
- 4.8.2. Teachers who are classified as Step 9 and have held the position for at least 12 months at the School and who do not hold a position of added responsibility (i.e. Middle Managers and PARs) are eligible for recognition as a Lead Teacher.
- 4.8.3. The assessment process will include participation in the annual Professional Review, along with other evidenced documentation that demonstrates the candidate's achievement of the APST Lead Teacher standards. The assessment will be undertaken by an appointment panel that will provide a recommendation to the Principal as to whether the candidate has demonstrated the Lead Teacher standards. This appointment panel will comprise the Deputy Principal, Dean of Curriculum and Scholarship, Dean of Students, Director of Human Resources and senior academic staff member nominated by the applicant.
- 4.8.4. Teachers who attain lead Teacher status in accordance with this clause will receive the following annual allowances for the duration of their Lead Teacher status:

<b>2019</b> <b>2.9%</b>	<b>2020</b> <b>2.8%</b>	<b>2021</b> <b>2.7%</b>
\$3601.50	\$3702.35	\$3802.35

- 4.8.5. The School acknowledges that teachers who commence employment at the School may have been certified as Highly Accomplished Teacher (HAT) or Lead Teacher in other jurisdictions that operate the Australian Institute for Teaching and School Leadership (AITSL) authorised accreditation procedures. The School will recognise such HAT or Lead Teacher Certification in the form of the payment contained in clause 4.8.4 above or by the payment of a higher annual allowance as determined by the School.

### **5. HOURS OF WORK, BREAKS AND CO-CURRICULAR ACTIVITIES**

#### **5.1. Hours of work**

- 5.1.1. The ordinary hours of work for a full-time Teacher are 30 hours per week.
- 5.1.2. The maximum number of weeks that the Employee will be required to attend during Term weeks and Non-term weeks will be 40 in each school year, and in general Teachers are not required to attend Non-term weeks (other than Staff Days and other activities requiring the Employee's attendance). These days are subject to the needs of the Employer with regard to professional development, planning, and administration.
- 5.1.3. The following circumstances are not included when calculating the 40 Employee attendance weeks:
- (a) co-curricular activities that are conducted outside the normal timetable e.g. on a weekend;
  - (b) School related overseas and interstate trips, conferences and similar activities undertaken

by mutual consent during Non-term weeks;

- (c) when the Employee is appointed to a middle management position and is performing duties in Non-term weeks that are directly associated with the middle management position; and
- (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which an Employee may be recalled to perform duties relating to their position.

- 5.1.4. The Employer will provide written notice of the Term weeks and days in Non-term times on which the Employees are required to attend, six (6) months in advance of the requirement to attend.
- 5.1.5. The annual salary payable under this Agreement is paid in full satisfaction of an Employee's entitlements for the school year or a proportion of the school year. The Employee's absence from school during Non-term weeks is deemed to include their entitlement to annual leave.

## **5.2. Release time**

- 5.2.1. A full-time classroom Teacher will be entitled to release time at a minimum of 20% of the Employee's ordinary hours of work (i.e. 20% of 30 hours). The primary purpose of release time shall be to undertake preparation and correction to effectively perform the role as Teacher.
- 5.2.2. The School will endeavour to minimise disruptions to the provision of release time by taking into account planned school events and activities. The School is committed to a range of internal procedures to ensure equity in release time and address issues encountered by Academic Staff in the provision of their release time entitlement.

## **5.3. Teaching load**

- 5.3.1. Teaching loads shall be deemed to include programmed teaching as well as programmed pastoral care activities including House Group that requires demonstratable preparation and identifiable follow-up relating to the care of students.
- 5.3.2. No full-time classroom Teacher will be allocated more than the equivalent of 37.5 out of a possible 50 lessons per fortnight.
- 5.3.3. Notwithstanding clause 5.3.2, the School is committed to ensuring that in normal circumstances a teacher's full teaching load, in an academic year, will be no more than 35 lessons on average per fortnight. In an exceptional circumstance where a proposed teaching load exceeds 35 lessons per fortnight and a House Group, on average over the academic year, the School shall undertake consultation with the teacher with a view to identifying measures to ameliorate any hours of duty or workload issues.

## **5.4. Other duties**

- 5.4.1. The remainder of the total quantum of duties, defined as 'other duties', that academic staff are required to undertake shall include, but not limited to, the following:
  - (a) playground, class and transport supervision;
  - (b) staff meetings;
  - (c) school assembly;
  - (d) attendance at school for the required time before or after the school day;
  - (f) parent/teacher interviews; and
  - (g) the School Open day.

## **5.5. Morning tea breaks**

- 5.5.1. An Employee will be entitled to a paid morning tea break of 10 minutes.

## **5.6. Meal breaks**

- 5.6.1. An Employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five (5) hours after commencing work.
- 5.6.2. The School shall endeavour to ensure that employees receive their unpaid meal break in an uninterrupted manner subject to timetable and supervision requirements. Timetable allocations before and after the meal break will be mindful of employees who have undertaken student supervision duties.

## **5.7. Co-curricular activities**

- 5.7.1. The School acknowledges and appreciates that its Academic Staff volunteer on an honorary basis to provide co-curricular activities at the School. The School expects its Academic Staff to continue to volunteer for those activities.
- 5.7.2. The School will commit to commence a full review in Term 1 of 2019 of the co-curricular activities to ensure equitable arrangements for staff. Recommendations from this review will be proposed to the Principal prior to the end of Term 4 of 2019 with any agreed recommendations to be implemented for the 2020 School year.
- 5.7.3. The Staff Consultative Committee will be involved in this review and convened as appropriate to review and consider any recommendations that may arise. The review process will be consultative, collaborative and researched.
- 5.7.4. Co-curricular programmes
- (a) Those Employees who coach students in sporting activities and/or other co-curricular activities and who have formal coaching qualifications are to obtain an appropriate level of coaching accreditation in the relevant sport or activity. The Employee will be paid the appropriate coaches' rate as set by the School for the relevant sport for that level of accreditation.
  - (b) The cost of obtaining coaching accreditation for a relevant activity will be shared equally between the Employer and the Employee.
  - (c) Employees who are designated by the School as co-ordinators of co-curricular activities will receive an allowance as determined by the School. The Dean of Co-curriculum will assess the scope of the activity taking into consideration the number of Employees they are responsible for and the number of students involved in the activity.
  - (d) Middle managers and senior staff are deemed to contribute to the co-curricular programme as part of their leadership responsibilities and therefore do not attract an allowance for their involvement in the co-curricular programme. However, where a Middle Manager co-ordinates a co-curricular programme, the School will take into consideration the scope of the activity to determine an appropriate allowance.
  - (e) The payment of a co-ordinator's allowance for co-curricular activities will be subject to an annual appointment and paid in accordance with Schedule 1 of the Agreement and based on the following conditions:
  - (f) The senior staff member in charge of the co-curricular area will recommend Employees for approved co-curricular programmes to the Principal at the beginning of the year or season;
  - (g) The Principal, or delegate, will appoint Employees for that season or academic year. Employees will be paid an approved allowance for that activity from the commencement of the season or year; and

- (h) At the end of the season or year, the co-ordinator of the activity will submit to the Dean of Co-curriculum, a report of the co-curricular activity outcomes.

#### 5.7.5. Curricular and co-curricular camps

- (a) Academic Staff acknowledge that each academic year, certain Academic Staff are required by the School to attend the Memorial Outdoor Education Centre - Marrapatta (for example House Group Teachers and Subject Teachers for Years 7-10) and/or to organise and attend other curricular and/or co-curricular camps (e.g. Music, Rowing, Health Studies, Geography, etc.).
- (b) The School recognises the disruption to family commitments caused by Employees employed at the main School campus on Gregory Terrace, attending Marrapatta or any other facility as part of an official School camp or activity (excluding optional tours and camps). In recognition of this, the School will pay any member of Academic Staff who attends Marrapatta or any other facility to supervise students and run programmes, a sum of \$50 for each day that they are in attendance at the approved camp provided that the Employee on each occasion has stayed a minimum of two (2) nights.
- (c) The School also recognises the additional planning and preparation required by Staff who attend overnight School Outdoor Education Program (OEP) camps. As such, any employee who attends OEP camps for 3 or 4 consecutive days may apply for a half day or full day release time respectively for planning and preparation. It is expected that this release time will be taken during the week prior to or after attending the camp. The principal may approve alternative timing in exceptional circumstances.

## **6. LEAVE**

### **6.1. Annual leave**

- 6.1.1. Annual leave for Academic Staff is incorporated into their entitlement to paid vacation leave as provided for in this Schedule 2.

### **6.2. Taking annual leave**

- 6.2.1. Academic Staff are required to take annual leave during Non-term weeks.

### **6.3. Payment of annual leave**

- 6.3.1. An Employee upon appointment will be paid as from the date upon which the Employee commenced employment, provided that an Employee who has taught (or has been granted paid leave by the School) for each day of the school year shall be paid as for a full calendar year.
- 6.3.2. An Employee who ceases employment before completing ten (10) teaching weeks shall be paid in lieu of annual leave an amount equal to 1/12th of their ordinary pay for the period of employment.
- 6.3.3. An Employee who ceases employment after at least ten (10) teaching weeks shall be paid the proportion of the Teacher's annual salary of that year that the Employee's service excluding school vacations bears to a standard school year: Such proportion of salary shall be calculated on the salary which the Employee was receiving immediately before cessation of employment.

### **6.4. Annual leave loading for Teachers**

- 6.4.1. An Employee who has taught (or has been granted leave) for each day of the school year shall receive an annual leave loading equivalent to 17.5% of four (4) weeks' salary calculated upon the salary which such Employee was receiving immediately before commencing the midsummer vacation.
- 6.4.2. An Employee who commences employment after the beginning of a school year and:
  - (a) has taught for at least 20 Term weeks; or

(b) has taught for at least a full school term and who teaches to the end of the school year, shall be paid the proportion of the annual leave loading prescribed in clause 6.4.1 that the Employee's service (excluding school vacations) bears to a school year of 40 weeks.

6.4.3. An Employee who resigns or whose services are terminated by the Employer for some reason and who has taught for at least the full first school term shall be paid the proportion of the annual leave loading prescribed in clause 6.4.1 that the Employee's service (excluding school vacations) bears to a standard school year. This loading will be calculated upon the salary which the Employee was receiving immediately before cessation of employment.

## **7. INDUCTION**

### **7.1. Induction of Teachers**

- 7.1.1. A Teacher in their first year of experience will participate in an induction process of one (1) year's duration, provided that in certain circumstances the Teacher and the Employer may agree that the Teacher should participate in the induction process for a further year.
- 7.1.2. The induction process will be determined by the Employer or the Principal in consultation with the Teacher to assist the Teacher's professional development which will be reviewed regularly throughout the year.
- 7.1.3. The Employer will provide a written statement to the Teacher outlining the Teacher's progress and development. Where viewed as practical by the Employer, this will be provided no later than four (4) weeks before the end of the school year and in any event not later than the submission of reports to the Queensland College of Teachers.

# SCHEDULE 2 - PROFESSIONAL STAFF PROVISIONS

## 1. APPLICATION AND OPERATION

### 1.1. Application

- 1.1.1. The provisions of this schedule shall apply to all Professional Staff who are employed at the school and for whom classifications and wages are outlined in clause 3 of this schedule.

## 2. TERMS OF EMPLOYMENT

### 2.1. Full-Time

- 2.1.1. A full-time Employee is an employee who is engaged to work an average of 38 ordinary hours per week.

### 2.2. Part-time employment

- 2.2.1. A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- 2.2.2. A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- 2.2.3. A part-time Employee's entitlements under this Agreement will be calculated on a pro rata basis in accordance with clause 31 of this schedule.
- 2.2.4. A part-time Employee will be engaged and paid for a minimum of four (4) hours per working day, unless otherwise agreed between the Employer and the Employee.
- 2.2.5. At the time of engagement, the Employer and the Employee will agree in writing to the Employee's normal pattern of work, including the days on which work is to be performed and the normal starting and finishing times for the Employee. Such agreement may be varied by mutual agreement between the Employer and Employee.
- 2.2.6. A part-time Employee may volunteer or agree to work additional hours outside their normal pattern of work. Where this occurs, the Employee will be paid the ordinary rate of pay for any additional hours worked, except if those hours are worked outside the spread of hours outlined in clause 4.1.3 of this schedule in which case they will be overtime and paid for at the rates prescribed in clause 4.5 of this schedule.

### 2.3. Casual employment

- 2.3.1. A casual Employee will be engaged and paid for a minimum of two (2) hours for each engagement.
- 2.3.2. A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.

### 2.4. Transfer from part-time to full-time employment and vice versa

- 2.4.1. Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time employment, and vice versa.
- 2.4.2. If an Employee transfers from full-time to part-time (or vice versa) all accrued entitlements will be maintained.
- 2.4.3. Following transfer to part-time employment, accrual will occur in accordance with clause 2.2.1 of this schedule.

## 2.5. Fixed or maximum term employment

- 2.5.1. An Employee may be appointed by the Employer to accommodate an identifiable short-term need.
- 2.5.2. For the purpose of clause 2.5.1 above, short term need includes, but is not limited to:
- special projects;
  - special government grants;
  - the expansion of a subject or a programme for a short term or fixed or maximum period;
  - filling the position of an Employee who is on nominated leave from the School; and
  - filling the position of an Employee arising from a resignation where no suitable permanent replacement Employee has been identified.
- 2.5.3. An Employee appointed for a fixed or maximum term will be employed for a period no greater than 12 months (unless the special project or requirement to backfill a position for an Employee on leave is for a period greater than 12 months), unless an identifiable short term need continues to exist after the initial 12 month period. If an identifiable short term need exists beyond the initial 12 month appointment period, the fixed or maximum term appointment may be re-negotiated and extended.

## 3. WAGES AND RELATED MATTERS

### 3.1. Rates of pay

- 3.1.1. The minimum wage rates applicable to Professional Staff are shown below:

PROFESSIONAL STAFF								
	Current		As from 1 January 2019		As from 1 January 2020		As from 1 January 2021	
	As at 1 January 2018		2.9% increase		2.8% increase		2.7% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 1</b>								
Step 1	1,985.27	51,794	2,042.85	53,296	2,100.05	54,788	2,156.76	56,268
Step 2	2,031.08	52,989	2,089.99	54,526	2,148.51	56,052	2,206.52	57,566
Step 3	2,075.64	54,151	2,135.82	55,721	2,195.62	57,282	2,254.90	58,828
<b>Level 2</b>								
Step 1	2,121.33	55,343	2,182.83	56,948	2,243.95	58,542	2,304.54	60,123
Step 2	2,166.18	56,513	2,228.98	58,152	2,291.39	59,780	2,353.26	61,394
Step 3	2,228.37	58,136	2,292.99	59,822	2,357.20	61,497	2,420.84	63,157
<b>Level 3</b>								
Step 1	2,309.46	60,251	2,376.41	61,998	2,442.95	63,734	2,508.91	65,455
Step 2	2,414.38	62,989	2,484.41	64,816	2,553.97	66,631	2,622.93	68,430
Step 3	2,481.97	64,752	2,553.94	66,630	2,625.45	68,495	2,696.34	70,345
<b>Level 4</b>								
Step 1	2,527.28	65,934	2,600.56	67,846	2,673.38	69,746	2,745.56	71,629
Step 2	2,594.79	67,695	2,670.02	69,658	2,744.78	71,609	2,818.89	73,542
Step 3	2,662.34	69,458	2,739.56	71,472	2,816.26	73,474	2,892.30	75,457
<b>Level 5</b>								
Step 1	2,752.88	71,820	2,832.72	73,903	2,912.03	75,972	2,990.66	78,023
Step 2	2,820.55	73,585	2,902.33	75,719	2,983.60	77,839	3,064.16	79,941
Step 3	2,888.39	75,355	2,972.15	77,540	3,055.37	79,711	3,137.86	81,864
<b>Level 6</b>								
Step 1	2,979.78	77,739	3,066.17	79,993	3,152.03	82,233	3,237.13	84,454
Step 2	3,141.91	81,969	3,233.01	84,346	3,323.54	86,708	3,413.27	89,049
Step 3	3,304.60	86,214	3,400.44	88,714	3,495.66	91,198	3,590.04	93,661

Step 4	3,469.69	90,521	3,570.32	93,146	3,670.29	95,754	3,769.39	98,340
Step 5	3,628.54	94,665	3,733.77	97,410	3,838.31	100,138	3,941.95	102,841
<b>Level 7</b>								
Minimum salary	3,677.61	95,945	3,784.25	98,727	3,890.21	101,492	3,995.25	104,232

<b>BUILDING AND MAINTENANCE STAFF</b>								
	Current As at 1 January 2018		As from 1 January 2019 2.9% increase		As from 1 January 2020 2.8% increase		As from 1 January 2021 2.7% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Minimum salary	2,214.23	57,767	2,278.44	59,442	2,342.24	61,107	2,405.48	62,757

<b>MISCELLANEOUS WORKS</b>								
	Current As at 1 January 2018		As from 1 January 2019 2.9% increase		As from 1 January 2020 2.8% increase		As from 1 January 2021 2.7% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 1</b>								
Step 1	1,809.21	47,200	1,861.66	48,569	1,913.78	49,929	1,965.46	51,277
Step 2	1,888.90	49,280	1,943.70	50,709	1,998.12	52,129	2,052.07	53,536
Step 3	1,944.64	50,734	2,001.05	52,205	2,057.08	53,667	2,112.62	55,116
Step 4	2,027.62	52,899	2,086.44	54,433	2,144.86	55,957	2,202.77	57,468

<b>NURSES</b>								
	Current As at 1 January 2018		As from 1 January 2019 2.9% increase		As from 1 January 2020 2.8% increase		As from 1 January 2021 2.7% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 1</b>								
1.1	2,429.78	63,391	2,500.26	65,229	2,570.27	67,056	2,639.67	68,866
1.2	2,551.59	66,568	2,625.57	68,498	2,699.09	70,416	2,771.96	72,318
1.3	2,673.14	69,739	2,750.64	71,761	2,827.66	73,771	2,904.00	75,763
1.4	2,794.48	72,905	2,875.51	75,019	2,956.03	77,120	3,035.84	79,202
<b>Level 2</b>								
2.1	3,401.68	88,746	3,500.31	91,320	3,598.32	93,877	3,695.48	96,411
2.2	3,483.49	90,881	3,584.52	93,517	3,684.89	96,135	3,784.38	98,731
2.3	3,564.24	92,987	3,667.58	95,684	3,770.28	98,363	3,872.07	101,019
2.4	3,645.03	95,095	3,750.73	97,853	3,855.75	100,593	3,959.85	103,309

### 3.2. Incremental progression – Professional Staff

- 3.2.1. Each step of the Professional Staff pay structure provides for yearly service increments within a level. Such increments are payable subject to satisfactory performance of the Employee as assessed by the Employee's manager. Progression to the next increment is not to be unreasonably withheld by the Employer without due process.

### 3.3. Salary review and progression to higher levels – Professional Staff

- 3.3.1. Progression from one level to a higher level will be subject to a position being available and satisfaction of the eligibility criteria for that level and a transparent selection process. This process will include a job evaluation and an assessment of the Employee's current capability, performance and satisfaction of the eligibility requirements for that level. To ensure appropriate wage rates, relevant comparable industry wage rates will also be taken into account, along with internal wage relativity.



### 3.4. Junior Employees

- 3.4.1. A junior employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

## 4. HOURS OF WORK, BREAKS AND OVERTIME

### 4.1. Hours of work

- 4.1.1. A full-time Employee's ordinary hours of work will be an average of 38 per week, and may be averaged in accordance with one of the following terms:

- (a) 38 hours in a work cycle not exceeding seven (7) consecutive days;
- (b) 76 hours within a work cycle not exceeding fourteen (14) consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

- 4.1.2. The ordinary hours of work shall not exceed ten (10) hours on any day. Where the ordinary hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to the agreement of the Employer and the Employee(s) concerned.

- 4.1.3. The ordinary hours of work may be worked on no more than five (5) days in any seven (7) days and may be worked as follows:

Area	Span of hours
School administration services, wellbeing services and nursing services	Monday to Friday, 7.00am to 6.00pm
School operational services (other than security)	Monday to Saturday, 6.00am to 7.00pm
Security	7.00am to 11.00pm Monday to Sunday

- 4.1.4. Where agreed between the Employer and Employee, or the Employer and the majority of Employees in a particular group, the span of hours may be varied by up to two (2) hours.

### 4.2. Annualisation of Wages

- 4.2.1. The School and employees who work less than full year and who are required to take leave without pay during non-term weeks (term-time) may agree to have their pay averaged out over the full year. Such agreement will be in accordance with the School's Policy and will be:

- (a) recorded in writing; and
  - (b) kept as part of the time and wages record
- 4.2.2. Where an employee receiving an annualised salary undertakes approved additional hours, these hours will be calculated on the ordinary hourly rate usually applicable and will be paid for these hours in addition to the annualised salary as part of the normal pay cycle.
- 4.2.3. Where there are more than short term changes to the standard roster of hours, a new calculation of annualisation will occur.
- 4.2.4. The adjusted annual salary for an employee is calculated as follows:

$$\text{Salary} = \frac{f/\text{time or } p/\text{time annual salary} \times \text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$$

52.18

### **4.3. Breaks between periods of duty**

- 4.3.1. An Employee will be entitled to a minimum break of ten (10) consecutive hours between the end of the period of duty and the beginning of next.
- 4.3.2. If the Employer requires an Employee to continue or resume work without having a ten (10) hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a ten (10) hour break has been taken, or be paid at overtime rates until released from duty.

### **4.4. Rostered days off (RDOs)**

- 4.4.1. In line with the School's RDO policy, the School will consider staff requests to access RDOs on a case by case basis taking into account the nature of the Employee's position and the School's operational requirements. Any refusal of a request to access RDOs will be in writing stating the reasons supporting the refusal.
- 4.4.2. Any application by an Employee to access RDOs must be in writing. It is the intention of the parties to ensure equity and transparency in the application of RDOs.
- 4.4.3. Where an Employee is eligible for a RDO, the Employee will work 152 hours over 19 days in each four (4) week period with one (1) RDO on full pay in each such period. An Employee will not be entitled to any more than 12 RDOs in any 12 months of consecutive employment.
- 4.4.4. Any time worked on an Employee's approved RDO shall be paid at the rate of double time with a minimum payment of three (3) hours worked.

### **4.5. Overtime**

- 4.5.1. This clause does not apply to Professional Staff who earn above the salaries described in Schedule 2 clause 3 of a Level 6 Step 5.
- 4.5.2. Employees may be required to work reasonable overtime.
- 4.5.3. Subject to clause 4.5.1, all time worked in excess of the ordinary hours of work prescribed by this Agreement or outside of or the span of hours in clause 4.1.3 is overtime and shall be paid at the following rates:
- (a) All time on Sunday – double time with a minimum payment of two (2) hours worked; and
  - (b) Public holidays – double time and a half;
  - (c) Otherwise – time and a half for the first two (2) hours and double time thereafter.
- 4.5.4. All overtime must be authorised in advance by the Employee's manager.
- 4.5.5. The Employer and an Employee may mutually agree for the Employee to take time off in lieu of payment for approved overtime worked. Any time off in lieu is to be taken in accordance with School policy.

#### **4.6. Mixed functions**

- 4.6.1. Where an Employee on any one (1) day performs two (2) or more classes of work to which a differential rate fixed by this Agreement is payable, such person:
- (a) if engaged for more than four (4) hours on the class/es of work carrying a higher rate, shall be paid at the higher rate for the whole time he or she performs the class of work with the higher rate; and
  - (b) if engaged for four (4) hours or less on the class/es of work carrying a higher rate, shall be paid at such higher rate for four (4) hours.

#### **4.7. Meal breaks**

- 4.7.1. Employees will be entitled to an unpaid meal break of 30 minutes no later than five (5) hours after commencing work.
- 4.7.2. Where the Employer requires the Employee to work overtime for more than one (1) hour after 6.00pm shall be entitled to a meal provided by the Employer or payment of a meal allowance where a meal cannot be provided.

#### **4.8. Rest pauses**

- 4.8.1. Employees shall receive a rest pause of ten (10) minutes' duration in each half of each working day worked provided that where the School and Employee so agree, the two x ten (10) minute rest pauses may be combined into one twenty (20) minute rest pause thus allowing for three continuous periods of work per day.
- 4.8.2. Casual Employees and part-time Employees who have worked a minimum of four (4) consecutive ordinary hours but less than eight (8) consecutive ordinary hours in any one day shall receive a rest pause of ten (10) minutes' duration. Employees who have worked a minimum of eight (8) consecutive ordinary hours (excluding meal breaks) in any one day shall receive a further rest pause.
- 4.8.3. Rest pauses shall be taken in the School's time.
- 4.8.4. Rest pauses shall be taken at times to suit the convenience of the School and so as not to interfere with the continuity of work where continuity is necessary.

### **5. LEAVE**

#### **5.1. Annual leave**

- 5.1.1. This clause does not apply to casual Employees.
- 5.1.2. Full-time Employees are entitled to four (4) weeks' (152 hours) paid annual leave for each continuous year of service. Part-time Employees receive this entitlement on a pro-rata basis.
- 5.1.3. The School may require an Employee to take annual leave during Non-term weeks or any School closedown period. Where the Employee does not have sufficient leave accrued to cover this period, the Employee may be required to take leave without pay.
- 5.1.4. The School agrees to leave the School open during the Christmas/New Year period to allow those Employees who wish to work to do so. This will be at the election of the Employee.
- 5.1.5. During any period of annual leave, the Employee will receive the rate of pay prescribed in clause 3 of this schedule, plus annual leave loading of 17.5% of this rate of pay.

### **6. CLASSIFICATIONS**

#### **6.1. Classification guidelines**

- 6.1.1. The classification levels outlined under clause 6.2 are guidelines to determine the appropriate classification level of an Employee under this schedule (except employees providing nursing

services). The accompanying job characteristics apply to professional staff employed in administration, finance, library, information technology services, facilities and as laboratory technicians. The competencies and duties outlined are not an exhaustive list and must be considered in conjunction with the Employee's position description.

- 6.1.2. The classification levels outlined under clause 6.3 are guidelines to determine the appropriate classification level of an Employee providing nursing services.
- 6.1.3. No Professional Staff employee who is employed at the time of making this agreement shall have their wage level reduced, as a result of this Agreement coming into effect.

## **6.2. Classification levels for Professional Staff (except nursing staff)**

- 6.2.1. **Level 1** – Level 1 may be applied as a level at which Employees learn and gain competency in the basic skills required by the School. Progression to level 2 would be based on an assessment of the Employee's competencies against level 2 criteria. The characteristics of this level are identified as follows:
  - (a) Perform a range of clerical duties within established processes such as word processing, filing and maintaining records. Basic knowledge of Microsoft Office Word is required.
  - (b) Work is performed under close supervision either as an individual or in a team environment and is regularly checked;
  - (c) Receive enquiries within well-established routines, including the provision of general information and assistance to the public, parents, students and other employees;
  - (d) Tasks are carried out within established routines, methods and procedures that are predictable;
  - (e) The Employee exercises judgment against established criteria.
- 6.2.2. **Level 2** – An Employee in a position at Level 2 performs work above and beyond the skills of an employee in a position at Level 1. The characteristics of the position are identified as follows:
  - (a) Perform a wide range of clerical and administration duties at an intermediate level. For example: e-filing, maintaining records using the School's information systems, arranging meetings, catering and parent-teacher events.
  - (b) Competent in using a range of computer applications including Microsoft Office Suite to an intermediate level and operating relevant office equipment such as printers and machinery to produce mass production of printed material and documents.
  - (c) Work is performed under routine supervision as deemed necessary. The Employee's work is intermittently checked and may involve detailed instructions. Work is performed using established routines methods and procedures.
  - (d) School reception duties and referring inquiries to staff (both public and student reception).
  - (e) The Employee provides guidance to other employees at a lower level and provides assistance to less experienced employees at the same level.
  - (f) Assists other staff with administrative duties such as enrolment enquiries, student enquiries and interviews and preparation of Government and Statutory Authority returns.
  - (g) There is some complexity and autonomy in decision making relating to work organisation and choice of actions required. Discretion and judgement is usually against established criteria.
  - (h) As a minimum, the Employee holds a certificate in office administration or similar.

- 6.2.3. **Level 3** – An Employee in a position at Level 3 performs work above and beyond the skills of an employee in a position at Level 2. The characteristics of the position are identified as follows:
- (a) The Employee works under limited supervision (which may take the form of broad guidance). The Employee's work may be checked in relation to overall progress;
  - (b) Perform a range of clerical and administration duties using the School's computer-based applications at a competent level. For example:
    - Modify database fields of information while maintaining the integrity of the data.
    - Develop new databases or spreadsheet models. Create graphs using Excel to display data.
  - (c) Provide administration support to School management including such tasks as:
    - Minute taking
    - Organising catering and events
    - Organising appointments, calendar management, phone calls and establishing and maintaining electronic work filing systems;
  - (d) The Employee may take on limited responsibility for the work of others, may be involved in team co-ordination, or may be required to provide assistance or guidance to other employees;
  - (e) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures;
  - (f) Some discretion and judgement is involved in decision making relating to work organisation and choice of actions required;
  - (g) Tertiary qualifications or 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.
- 6.2.4. **Level 4** – An Employee in a position at Level 4 performs work above and beyond the skills of an employee in a position at Level 3. The characteristics of the position are identified as follows:
- (a) Provide administration support to senior management including such tasks as:
    - Minute taking
    - Calendar management
    - Handling correspondence and communication
    - Establishing and maintaining efficient workflow and filing systems
  - (b) Employees perform work under broad supervision, and progress and outcomes sought are agreed to with the Employee's direct manager;
  - (c) The Employee may supervise the work of others and may guide or facilitate teams;
  - (d) Training of other staff may or may not be required;

- (e) Initiative is encouraged, as is discretion and decision making within the School's guidelines. Competency at this level involves the application of specific technical and soft skills across various contexts. There is a level of complexity and choice of actions required to achieve agreed outcomes. Work is normally performed using specific routines, methods and procedures;
- (f) Tertiary qualifications at certificate level or equivalent qualifications, and or technical certification in the specific area of work, along with experience relevant to the position may be required to successfully perform in the role.

6.2.5. **Level 5** – An Employee in a position at Level 5 performs work above and beyond the skills of an employee in a position at Level 4. The characteristics of the position, are identified as follows:

- (a) The Employee works under general supervision, and/or broad guidance depending on function;
- (b) The Employee may supervise the work of others and may guide teams;
- (c) The Employee may be responsible for the planning and management of the work of others;
- (d) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely;
- (e) Discretion and judgment are required in planning, selecting appropriate equipment, services techniques and work organisation for self and/or others;
- (f) Tertiary qualifications of an associate diploma or equivalent knowledge and experience in relevant to the position may be required to successfully perform in this role.

6.2.6. **Level 6** – An Employee in a position at Level 6 performs work above and beyond the skills of an employee in a position at Level 5. The characteristics of the position are identified as follows:

- (a) The Employee works under limited guidance in accordance with a broad plan or strategy;
- (b) The Employee's responsibility and accountability is exercised within defined parameters, either for the supervision and monitoring of the work of employees of a lower level or for a defined work function;
- (c) Competency at this level involves the development and application of professional knowledge in specialised area/s and utilising a broad range of skills, and involves the delivery of professional services within defined accountability levels. Competencies are normally applied independently and are substantially non-routine;
- (d) The Employee may operate individually or as a member of a team;
- (e) Significant discretion and judgment is required in planning and design of professional, technical or supervisory functions related to services, operations or processes;
- (f) The Employee is expected to plan his or her own professional development, and such increased knowledge relevant to the position held will be applied to the work situation.
- (g) Formal qualifications at degree level are required.

6.2.7. **Level 7** – A Level 7 Employee is generally in a management position and is responsible for at least one direct report.

- (a) The Employee possesses the appropriate level of technical and non-technical skills, qualifications and experience relevant to their role;

- (b) The Employee performs management functions such as budget management, report writing and leading and managing others;
- (c) The Employee demonstrates initiative, discretion and sound judgment;
- (d) The Employee is expected to perform tasks that are complex and of a specialised nature;
- (e) Formal qualifications at degree level are required and may include relevant postgraduate qualifications or the equivalent of extensive and relevant experience.

### 6.3. Classification levels for nursing staff

#### 6.3.1. Registered Nurse Level 1

- (a) Registered Nurse Level 1 is a registered nurse who is licensed to practise nursing by the Nursing and Midwifery Board of Australia (NMBA) without supervision and who assumes accountability and responsibility for their own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse appears on the Australian Health Practitioner Regulation Agency (AHPRA) Register of Practitioners, Registered Nurse Division 1, and holds a current practising certificate.
- (b) **Responsibilities:** Providing primary nursing care with its associated administrative responsibilities.

#### 6.3.2. Registered Nurse Level 2

- (a) Registered Nurse Level 2 is a registered nurse who applies critical reasoning and problem-solving skills greater than Registered Nurse Level 1. The clinical nurse role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge-base in relation to a field of practice. The clinical nurse assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.
- (b) **Responsibilities:** In addition to providing primary care with its associated administrative duties, provides health counselling, health education and acts in a resource capacity to a School community. The clinical nurse is able to demonstrate:
  - (i) Advanced level clinical skills and problem-solving skills
  - (ii) Expert planning and coordination skills in the clinical management of patient care
  - (iii) Ability to work collaboratively within a collegiate/team structure
  - (iv) Awareness of and involvement with the quality assurance process
  - (v) Contribution to professional practice of the unit
  - (vi) Participates in nursing policy review and initiatives
  - (vii) Acts as a role model for registered nurses Level 1, and non-registered care staff in the provision of holistic patient/client care

**Appendix A – SIGNATORIES**


Signed for and on behalf of The Trustees of the Brisbane Girls Grammar School:

**Full name:** Mrs Anna Owen

**Address:** c/o 70 Gregory Terrace, Brisbane QLD 4000

**Position:** Deputy Principal

**Explanation of Authority to sign this Agreement:** The above person is authorised by the Employer to sign this Agreement on its behalf

Signed:  .....

Date: 20 - 11 - 18 .....

in the presence of:

Signed:  .....

**Full name:** KIRSTI MOYLE .....

**Position:** PA TO CFO .....

Signed for and on behalf of the Independent Education Union of Australia – Queensland and Northern Territory Branch:

**Full name:** Mr Brad Hayes

**Address:** c/o 346 Turbot Street, Spring Hill Q 4000

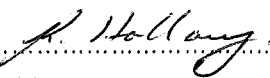
**Position:** Assistant Secretary

**Explanation of Authority to sign this Agreement:** The above union is a bargaining representative in accordance with Chapter 2, Part 2-4, Division 3 of the *Fair Work Act 2009* (Cth)

Signed:  .....

Date: 20/11/18 .....

in the presence of:

Signed:  .....

**Full name:** KAYLENE HOLLOWAY .....

**Position:** C.DEC 118162 .....



Signed for and on behalf of the Queensland Nurses' Union of Employees and Australian Nursing and Midwifery Federation and Queensland Branch

Full name: ELIZABETH RUTH MOORE

Address: 106 VICTORIA STREET WEST END (QLD)

Position: SECRETARY

**Explanation of Authority to sign this Agreement:** The above union is a bargaining representative in accordance with Chapter 2, Part 2-4, Division 3 of the *Fair Work Act 2009* (Cth)

Signed: ER Moore

Date: 22/11/2018

in the presence of:

Signed: M Dickens

Full name: Mervyn Dickens

Position: PA to Secretary

## IN THE FAIR WORK COMMISSION

**FWC Matter No.: AG2018/6527**

Brisbane Girls Grammar School Enterprise Agreement 2019

**Applicant:**

Brisbane Girls Grammar School

Section 185 – Application for approval of a single enterprise agreement

### **Undertaking- Section 190**

I, Jacinda Euler, Principal of Brisbane Girls Grammar School (BGGGS), give the following undertaking with respect to the Brisbane Girls Grammar School Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by BGGGS to provide this undertaking in relation to the application before the Fair Work Commission.
2. Where security staff who are employed by BGGGS work such hours as would entitle them to penalty or overtime rates under the *Educational Services (Schools) General Staff Award 2010*, BGGGS will pay security staff those penalty and overtime rates in accordance with the Award.
3. Any agreements made under Schedule 2, clause 4.5.5 of the proposed Agreement in relation to an employee taking time off in lieu of payment for approved overtime worked, will be subject to the following requirements:
  - a) the agreement will be recorded in writing and BGGGS will keep a copy of the agreement as an employee record; and
  - b) if, on the termination of the employee's employment, time off for overtime worked by the employee to which Schedule 2, clause 4.5.5 applies remains owing to the employee, BGGGS will pay the employee for the overtime at the overtime rate applicable to the overtime at the time it was worked.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



\_\_\_\_\_  
**Signature**



\_\_\_\_\_  
**Date**