



# DECISION

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

**The Trustees of the Brisbane Girls Grammar School T/A Brisbane Girls Grammar School**  
(AG2021/8296)

**BRISBANE GIRLS GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2022**

Educational services

COMMISSIONER SPENCER

BRISBANE, 30 NOVEMBER 2021

*Application for approval of the Brisbane Girls Grammar School Enterprise Agreement 2022*

[1] An application has been made for approval of an enterprise agreement known as the *Brisbane Girls Grammar School Enterprise Agreement 2022* (the Agreement). This application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Trustees of the Brisbane Girls Grammar School T/A Brisbane Girls Grammar School (the Applicant). The Agreement is a single enterprise agreement.

[2] Subject to matters that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. In accordance with ss.191(1) and 201(3) of the Act, the undertakings are taken to be a term of the Agreement. A copy of the undertakings is attached to the Agreement.

[4] The Independent Education Union of Australia – Queensland and Northern Territory Branch (the IEU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[5] The Queensland Nurses and Midwives' Union (the QNMU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 December 2021. The nominal expiry date of the Agreement is 31 December 2024.



COMMISSIONER

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# **BRISBANE GIRLS GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2022**

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 2022

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## **PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT**

### **1.1 Title**

- 1.1.1 This Agreement shall be known as the Brisbane Girls Grammar School Enterprise Agreement 2022 (the **Agreement**).

### **1.2 Application**

- 1.2.1 This Agreement shall apply to The Trustees of the Brisbane Girls Grammar School (the **Employer/the School**) (ABN 31 445 392 850) and to all employees of the School whose classifications and rates of pay are contained herein.

- 1.2.2 For clarity, the following roles are not covered by the Agreement:

- (a) Principal
- (b) Deputy Principal
- (c) Dean or Associate Dean (or any position of an equal or higher level)
- (d) Chief Financial Officer
- (e) Professional Staff Directors
- (f) Finance Manager
- (g) Property and Capital Works Manager
- (h) Language and Instrumental Music Tutors Seasonal Coaches

### **1.3 Date and Period of Operation**

- 1.3.1 This Agreement shall commence seven days after approval by Fair Work Commission. This Agreement has a nominal expiry date of 31 December 2024.

### **1.4 Objectives of this Agreement**

- 1.4.1 The agreed objectives of this Agreement are:

- (a) To provide a commercially sustainable framework for effective employee relations that enables the School to achieve its Aspiration and Intent as described in the Strategic Design.
- (b) To facilitate a professional environment with sustained improvement in the School's performance, capable of achieving excellent outcomes, flexibility, and effectiveness across School operations.
- (c) To consider the impact that change from valid School initiatives can have on the work environment and workload for staff, while keeping in mind that change may be required as a result of legislative and government imperatives.

### **1.5 Relationship to Awards**

- 1.5.1 This is a comprehensive Agreement that operates to the exclusion of all other awards or industrial instruments that would otherwise apply.

- 1.5.2 Any legislation (including the Fair Work Act 2009), 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.

## 1.6 National Employment Standards

- 1.6.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) contained within the Fair Work Act 2009. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 1.7 No extra claims

- 1.7.1 The Parties to this Agreement undertake that for the duration of the Agreement, no further claims will be made on the School and by the School or the Staff in respect to wages or working conditions.

## 1.8 Definitions

- 1.8.1 In this Agreement:

- (a) **“Academic Staff”** means Employees of the School whose rates of pay are prescribed in clause 10.1.1 of this Agreement and who are employed as Teachers by the Employer.
- (b) **“Agreement”** means this enterprise agreement and its Schedules.
- (c) **“Employees” and/or “Staff”** means all employees who are covered by this Agreement and includes Professional Staff and Academic Staff.
- (d) **“Employer” and/or “the School”** means The Trustees of the Brisbane Girls Grammar School (trading as Brisbane Girls Grammar School).
- (e) **“FWC”** means the Fair Work Commission.
- (f) **“Immediate Family”** means:
  - (i) the spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of the spouse or defacto partner of the Employee.
- (g) **“Middle Manager”** means Academic Director, or Head of House.
- (h) **“NES”** means the National Employment Standards in the Fair Work Act 2009.
- (i) **“Non-term weeks”** means weeks in the school year other than term weeks and includes periods designated as school holidays for students.
- (j) **“Professional Staff”** means Employees of the School whose rates of pay are prescribed in clauses 10.1.2 and 10.1.3 of this Agreement, who are not employed as Academic Staff, and who are employed in the following areas:
  - (i) Administration services – Employees whose principle duties are in the functional areas of the School’s business operations, including but not limited to:
    - Administration;
    - Finance;
    - Development and Alumnae Relations;
    - Communications, Enrolments and Events;
    - Information Technology Services;
    - Human Resources; and

- Library Services
- (ii) Operational services – Employees whose principle duties are to support the other services of the School, including but not limited to:
  - Laboratory Technicians;
  - Creative Arts Technicians;
  - Construction, Plumbing, Carpentry, Painting and other Trades;
  - Cleaning, Maintenance and School Facilities Management;
  - Gardening and Turf Management.
- (iii) Wellbeing services – Employees whose principle duties are to support the health, development and wellbeing of students, and employees, where appropriate. This will include school psychologists and/or school counsellors.
- (iv) Nursing services – being any Employee who is a registered nurse in Queensland and is employed as such by the School.
- (k) **“Teacher”** means a person employed by the Employer:
  - (i) 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 program; including Co-Curricular and Student care; and
  - (ii) whose rate of pay is prescribed in clause 10.1.1 of this Agreement; and who is registered as a teacher with the Queensland College of Teachers.
- (l) **“Term weeks”** means the weeks in the school year that students are required to attend school as set out in the School calendar.
- (m) **“Union”** means a union party to this Agreement.

## PART 2 - CONTRACT OF EMPLOYMENT

### 2.1 Types 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 either a fixed or maximum term basis, or on a continuing basis.
- 2.1.2 Each Employee shall be advised in writing of the following, both at the point of engagement, and at other times when their contract of employment is varied in accordance with this Part:
  - (a) the nature of the engagement whether it be:
    - (i) full-time, part-time or casual;
    - (ii) job share; and/or
    - (iii) for a fixed or maximum term, or on an ongoing basis;
  - (b) the work the Employee is employed to do;
  - (c) if part-time, the weeks and/or days the Employee is required to work, and the number of ordinary hours per week the Employee is required to work;
  - (d) as applicable, the ordinary starting and finishing time; and



- (e) if the engagement is for a fixed or maximum term, the start and end dates of that engagement.

## **2.2 Incidental and Peripheral Tasks**

- 2.2.1 The Employer may direct an Employee to carry out such duties as are reasonable within the scope of the Employee's skills and capability.
- 2.2.2 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).
- 2.2.3 Any direction issued by the Employer in relation to this clause shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

## **2.3 Requests for Flexible Work Arrangements**

- 2.3.1 An employee may request a change in their working arrangements if any of the following circumstances apply to the Employee and they would like the change in their working arrangements (such as hours of work and start/finish times) because of those circumstances:
  - (a) the Employee is the parent, or has responsibility for the care of a child who is of school age or younger;
  - (b) the Employee is a carer (within the meaning of the Carer Recognition Act 2010);
  - (c) the Employee has a disability;
  - (d) the Employee is 55 or older;
  - (e) the Employee is experiencing violence from a member of their family;
  - (f) The Employee is providing care or support to a member of their immediate family or a member of their household who requires care or support because that member is experiencing violence from their family.
- 2.3.2 The Employee is not entitled to make the request unless they have completed at least 12 months' continuous service immediately before making the request.
- 2.3.3 An Employee who is the parent of a child or has responsibility for the care of a child, and who is returning to work after taking parental or adoption leave, may request to work part-time to assist them to care for the child. In these circumstances, clause 2.3.2 does not apply, however the Employee must have completed 12 months' continuous service prior to their taking parental or adoption leave.
- 2.3.4 The request must be in writing and set out details of the change sought and of the reasons for the change.
- 2.3.5 The School will give the employee a written response to the request within 21 days, stating whether the School grants or refuses the request.
- 2.3.6 If the School refuses the request, it will provide reason(s) and will only do so on reasonable business grounds.
- 2.3.7 In making the decision whether to grant the request for a flexible working arrangement, the School will take the following into account:
  - (a) the reasons for the request including the particular circumstances of the Employee (and where applicable their family), including the impact on the employee of a refusal;
  - (b) the impact that the new working arrangements would have on the School including the cost of the requested working arrangements;

- (c) the impact that the new working arrangements would have on other employees.

## **2.4 Individual Flexibility Arrangements**

2.4.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:

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

2.4.2 The Employer must ensure that the terms of the IFA:

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

2.4.3 The Employer must ensure that the IFA:

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

2.4.4 The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

2.4.5 The Employer or Employee may terminate the IFA:

- (a) by giving no more than 28 days written notice to the other party to the IFA; or

- (b) if the Employer and Employee agree in writing—at any time.

## **2.5 Probation**

- 2.5.1 The Employer may employ an Employee with a probationary period of up to six months. The probationary period may be extended past six months with the agreement of the Employee.
- 2.5.2 During the probationary period, either the Employee may resign or the Employer may terminate the Employee's employment by giving one weeks' notice, or, in the case of the Employer, by making payment in lieu of notice.

## **PART 3 - TERMINATION OF EMPLOYMENT**

### **3.1 Termination without notice**

- 3.1.1 The Employer may terminate an Employee's employment without notice if the Employee engages in serious misconduct.

### **3.2 Termination with notice**

- 3.2.1 This clause does not apply to Employees engaged on a casual basis.
- 3.2.2 Other than termination during the probationary period or in accordance with clause 3.1.1, 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).
- 3.2.3 Academic Staff – Notice requirement:
- (a) Unless otherwise agreed with the School, notice of termination for Academic Staff is seven term time weeks.
- 3.2.4 Professional Staff – Notice Requirement:
- (a) Notice of termination for Professional Staff shall be provided in accordance with the following:

<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

- (b) Professional Staff who are over 45 years of age at the time of giving notice, and who have more than two years of service with the Employer, shall be entitled to an additional week's notice to that provided in this clause.
- 3.2.5 If an Employee fails to provide the minimum period of notice in accordance with this clause, 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 following maximum amounts:
- (a) for Academic Staff – two weeks' salary; and
- (b) for Professional Staff – one weeks' salary.

3.2.6 Payment in lieu of notice:

- (a) 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.

### **3.3 Statement of Service**

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

## **PART 4 - CONSULTATION AND WORKPLACE CHANGE**

### **4.1 Staff Consultative Committee**

- 4.1.1 The parties to this Agreement are committed to co-operation and consultation as part of maintaining a culture of consultation at the School. To facilitate this, the School will convene the Staff Consultative Committee once per term, or on request if staff wish to discuss any significant impact on their working environment and workload which may occur as a result of the School making a change to its operations.

- 4.1.2 Members of the Staff Consultative Committee may follow up on Staff concerns, seek feedback from Staff in relation to those concerns, and address any related outstanding matters.

- 4.1.3 The outcomes of any formal review undertaken by the Staff Consultative Committee and any associated recommendations, will be communicated to Staff by the Principal.

- 4.1.4 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.

- 4.1.5 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) an induction by the Principal or their delegate which informs members of the Staff Consultative Committee about the roles and responsibilities of Committee members;
- (e) an agreed meeting schedule;
- (f) Employees determining their representation; and
- (g) both the Employer and Employees being able to request meetings of the Staff Consultative Committee.

- 4.1.6 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 be a forum in which views on significant general employee relations issues can be shared;

- (c) to provide a means whereby, in consultation with the Staff Consultative Committee, the School will identify any short term or ongoing impacts on the workload of employees which may occur as a result of any significant change or new initiative of the Employer;
  - (d) to provide a means whereby Employees may identify any resources support needed by Staff, to address work issues or to support new initiatives. Such support may include additional release time, staffing or professional development; and
  - (e) to make recommendations to the Principal as appropriate.
- 4.1.7 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.
- 4.1.8 The Committee will be chosen each school year during the annual professional learning week in Term One. The School encourages all Employees who would like to volunteer for the Staff Consultative Committee to express their interest at that time.
- 4.1.9 The selection process for Committee members will be determined by the School. The Committee will be comprised of:
- (a) up to four representatives of senior management;
  - (b) four members chosen by staff (two Academic Staff and two Professional Staff); and
  - (c) where appropriate, other relevant Employees who may be requested to provide input on specific issues.

## **4.2 Consultation**

4.2.1 This clause 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***

4.2.2 For a major change referred to in clause 4.2.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 4.2.3 to 4.2.9 apply.

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

4.2.4 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.

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

- (a) discuss with the relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- 4.2.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 4.2.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 4.2.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 4.2.2(a) and subclauses 4.2.3 and 4.2.5 are taken not to apply.
- 4.2.9 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; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

#### ***Change to regular roster or ordinary hours of work***

- 4.2.10 For a change referred to in clause 4.2.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) subclauses 4.2.11 to 4.2.15 apply.
- 4.2.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 4.2.12 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.

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

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

4.2.16 In this term **relevant Employees** means the Employees who may be affected by a change referred to in subclause 4.2.1.

### **4.3 Transfer to lower paid duties**

4.3.1 Where an Employee is transferred to lower paid duties due to major change in the workplace as defined in clause 4.2, 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.

4.3.2 The Employer may, at the Employer's option, make payment in lieu of notice in 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 to the Employee, for the number of weeks of notice of transfer still owing.

### **4.4 Time off during notice period**

4.4.1 Where a decision has been made to terminate an Employee's employment due to major change in the workplace as defined in clause 4.2, the Employee shall be allowed up to one paid day off during each week of notice, for the purpose of seeking other employment.

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

#### 4.5 Employee leaving during notice period

- 4.5.1 An Employee who has been made redundant due to major change in the workplace as defined in clause 4.2, may terminate the employment during the period of notice. If they do so, they are still entitled to the same benefits and payments if they had remained with the Employer until the end of the notice period. They are not however, entitled to payment in lieu of notice for the period they did not work.

#### 4.6 Redundancy pay

- 4.6.1 An Employee who has been made redundant due to major change in the workplace as defined in clause 4.2, is entitled to the following redundancy pay, or any greater amount as stated in the NES:

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

*\*The NES provides only 12 weeks' redundancy pay after 10 years of continuous service. This is because many employees with more than 10 years' service accrue long service entitlements at the 10-year mark.*

- 4.6.2 The rates of pay in the table above are based on the ordinary time rate of pay of the Employee, excluding overtime, penalty rates, allowances, bonuses and any other ancillary payment.

#### 4.7 Reinstatement of entitlements

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

- (a) resigned for any reason, and at the time of resignation, that Employee has a minimum of 24 months continuous service with the Employer; and
- (b) within 12 months of that Employee's resignation, the Employee is re-employed by the Employer on a full-time and ongoing basis,

then the Employer may recognise the Employee's prior service for the purposes of long service leave accrual.



## **PART 5 - DISPUTE RESOLUTION**

### **5.1 Procedure for preventing and setting disputes**

5.1.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

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

5.1.3 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.

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

5.1.5 The Fair Work Commission may deal with the dispute in two stages:

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

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

- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their 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.

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

## PART 6 - REMUNERATION AND SUPERANNUATION

### 6.1 Payment of Wages

- 6.1.1 Wages shall be paid fortnightly by electronic funds transfer into a financial institution nominated by the Employee.

### 6.2 Wage increase

- 6.2.1 The first pay increase of 2.5% shall be applied to the rates of pay for 2021 and will be paid as from the first pay period on or after 1 January 2022.
- 6.2.2 The second pay increase of 2.5% shall be paid as from the first pay period on or after 1 January 2023.
- 6.2.3 The third pay increase of 2.5% shall be paid as from the first pay period on or after 1 January 2024.

### 6.3 Wage rates

- 6.3.1 The minimum wage rates applicable for all Employees covered by this Agreement are the rates of pay shown in the Wages Schedules (Part 10).

### 6.4 Superannuation

- 6.4.1 The rights and obligations in these clauses supplement those in Superannuation Legislation. The Employer will make such superannuation contributions to a Fund of the Employee's choice, for the benefit of an Employee as required under Superannuation Legislation.
- 6.4.2 The Employer will contribute the following employer superannuation contributions on behalf of an Employee, inclusive of the contribution referred to in clause 6.4.1 above (including any increase to this contribution during the life of this Agreement):

Effective date	Employer superannuation contributions
From commencement of the Agreement	12.75%
From 1 July 2022	13.25%
From 1 July 2023	13.75%
From 1 July 2024	14.25%

- 6.4.3 Employees may elect to have the Employer pay their superannuation contribution into their Fund of choice. If the Employee does not notify the Employer within four weeks of commencing employment, the Employer will comply with its obligations under Superannuation Legislation, including:

- (a) identifying any stapled Fund for the employee; and
- (b) if there is no stapled Fund for the employee, making superannuation contributions into its default Fund, HESTA, or its successor Fund.

- 6.4.4 In this clause 6.4:

- (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) **“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.

#### 6.4.5 Absence from work

- (a) Leave – superannuation contributions will continue to be made while an 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 while an 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).

### 6.5 Salary sacrifice and salary packaging

- 6.5.1 All employees may choose to contribute to their superannuation fund by salary sacrifice or after-tax contributions in accordance with guidelines issued by the Australian Taxation Office and the Employer’s policies.
- 6.5.2 The administrative costs of salary sacrifice to a superannuation fund will be met by the School.
- 6.5.3 Employees may also choose to enter into salary packaging arrangements with an external provider. In those circumstances, Employees will be required to comply with the terms and conditions of that provider.
- 6.5.4 The costs of administering salary packaging arrangements will be borne by the Employee. The School will however, meet the cost associated with the transmission of approved funds to the service provider.

### 6.6 Salary continuance

- 6.6.1 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 provision of insurance.

### 6.7 Higher duties allowance

- 6.7.1 The Employer may direct or appoint an Employee to temporarily perform the duties applicable to a classification higher than their current classification.
- 6.7.2 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 10 consecutive 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 Employee is no longer undertaking the duties.

### 6.8 School Fee Remission

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

## PART 7 - LEAVE

## **7.1 Leave - General**

- 7.1.1 Leave will be taken and accrued in accordance with this Part 7, the National Employment Standards, and School Policy.

## **7.2 Annual leave**

- 7.2.1 Full-time Employees are entitled to four weeks annual leave per year of service, calculated in accordance with the annual leave provisions in this Agreement, as applicable.
- 7.2.2 Annual leave shall be exclusive of any statutory holiday, which may occur during the period of annual leave.
- 7.2.3 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.

## **7.3 Taking Excessive Annual Leave**

- 7.3.1 In the event that an Employee has an excessive annual leave accrual, the Employer may confer with the Employee and genuinely try to reach agreement on how to reduce or eliminate the excessive annual leave accrual.
- 7.3.2 An Employee is considered to have excessive annual leave accrual if the Employee has accrued more than eight weeks' annual leave.
- 7.3.3 If the Employer has genuinely tried to reach agreement with the Employee but is unable to, the Employer may require the employee to take one or more periods of annual leave.
- 7.3.4 Any requirement by the Employer to take excess annual leave:
- (a) must be in writing;
  - (b) must not result in the Employee's remaining accrued entitlement to annual leave being less than six weeks;
  - (c) must not require the Employee to take any period of annual leave of less than one week; and
  - (d) must not require the employee to take a period of annual leave that begins less than eight weeks, or more than 12 months, after the written requirement is made.

## **7.4 Parental leave**

- 7.4.1 Employees with at least 12 months' continuous service with the Employer may access up to 12 months of unpaid parental leave for each birth or adoption. This period may be extended by a further 12 months in accordance with and subject to the requirements of the NES.
- 7.4.2 Casual Employees are not entitled to unpaid parental leave unless they meet the entitlement requirements of the Fair Work Act in respect of casual employees.
- 7.4.3 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.
- 7.4.4 All Employees (other than all casual Employees) with at least 12 months' continuous service with the Employer are entitled to up to 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.
- 7.4.5 A part-time Employee is entitled to pro rata paid parental leave.

7.4.6 When applying for parental leave, an Employee must:

- (a) produce to the Employer no later than 10 weeks before the expected date of birth, a certificate from a registered medical practitioner stating the expected date of birth; and
- (b) no later than four weeks before commencement of parental leave, produce to the Employer written notification of their intention to return to work following the end of parental leave.

7.4.7 Employees who are eligible for parental leave may apply to take it together with accrued annual leave or long service leave (subject to entitlement). These periods of leave are to be taken in one block, concurrently with the unpaid component of parental leave.

7.4.8 Employees on parental leave are required to take, as part of that leave, the six weeks from the date of birth of their child.

7.4.9 The Employer is not required to extend a fixed term or maximum term contract of employment beyond the term of that contract solely on the basis of the School's paid parental leave policy.

7.4.10 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 term's notice, before the end of the period of parental leave.

## **7.5 Partner leave**

7.5.1 In accordance with the School's Parental and Partner Leave Policy, an eligible Employee who produces a certificate from a medical practitioner which states the expected date of confinement or adoption for the Employee's spouse or partner, will be entitled to one week's paid Partner leave in connection with the birth or adoption of the child.

7.5.2 It is a requirement of entitlement to paid Partner leave that the child or children must be those for whom the Employee has accepted responsibility. The period of paid Parental 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.

7.5.3 The period of paid Partner leave cannot be extended other than by the Employee taking the leave on a half-pay basis.

7.5.4 Nothing in this clause reduces the right of an Employee to take unpaid parental leave in accordance with the Fair Work Act.

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

7.6.1 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 School term before the initial period of parental leave ends;
- (b) for Professional Staff, be made to the Employer in writing at least six 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.

7.6.2 Any application made by an Employee to return to work on a part-time basis following parental leave must:

- (a) for Academic Staff, be made to the Employer in writing at least one School term before the parental leave ends;
- (b) for Professional Staff, be made to the Employer in writing at least six weeks before the parental leave ends;
- (c) state that it is an application 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 any 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.

7.6.3 Requests made under this clause will be considered in accordance with the factors set out in clause 2.3 – 'Requests for flexible working arrangements'.

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

7.7.1 For each year of service with the Employer, a full-time Employee is entitled to 10 days of paid personal/carer's leave.

7.7.2 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.

7.7.3 An Employee may apply for an advance of personal/carer's leave entitlement up to a maximum of three days leave. A medical certificate supporting the claim is a minimum requirement. All applications must be made to the Principal and approval is at the sole discretion of the Principal.

7.7.4 An Employee must notify the School at the earliest practical opportunity (and in any event within 24 hours of the commencement of the absence), of 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 period greater than that originally notified to the School, the Employee must advise the School accordingly.

7.7.5 If the Employee's absence from work on account of illness exceeds two days, the Employee is required to produce to the School a medical certificate from a medical practitioner (or other evidence to the satisfaction of the School) specifying the nature of the illness and the period, or approximate period, during which the Employee will be unable to work.

7.7.6 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 months thereafter.

7.7.7 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 7.7.5.

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

## **7.8 Compassionate leave**

7.8.1 Each Employee may access two 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.

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

## **7.9 School special leave**

7.9.1 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 paid days in any calendar year of service.

7.9.2 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.

7.9.3 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.

7.9.4 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.

## **7.10 Domestic and Family Violence Leave**

7.10.1 The School is committed to supporting an Employee who is experiencing domestic and family violence and will provide 10 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.

7.10.2 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.

7.10.3 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. Employees may access this leave without having exhausted other forms of paid leave.

- 7.10.4 The School may request evidence to support the purposes of this leave.
- 7.10.5 Despite clause 7.10.4, the School acknowledges that Employees accessing such leave may experience difficulties in providing supporting documentation at short notice in some circumstances.
- 7.10.6 This leave may be taken in conjunction with the five days School Special leave specified in clause 7.9 to give a total of 15 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.

## **7.11 Long service leave**

- 7.11.1 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 seven continuous 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 7.11.1(b) the actual period of absence from work will not be extended unless agreed to upon written application; 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 weeks long service leave.

## **7.12 Taking excessive long service leave**

- 7.12.1 In the event that an Employee has an excessive long service leave accrual, the Employer may confer with the Employee and genuinely try to reach agreement on how to reduce or eliminate the excessive long service leave accrual.
- 7.12.2 An Employee is considered to have excessive long service leave accrual if the Employee has accrued more than 14 weeks' long service leave.
- 7.12.3 If the Employer has genuinely tried to reach agreement with the Employee but is unable to, the Employer may require the employee to take one or more periods of long service leave.
- 7.12.4 Any requirement by the Employer to take excess long service leave:
- (a) must be in writing;
  - (b) must not result in the Employee's remaining accrued entitlement to long service leave being less than 10 weeks;
  - (c) must not require the Employee to take any period of long service leave of less than four weeks; and
  - (d) must not require the Employee to take a period of long service leave that begins less than 12 months after the written requirement is made.

## **7.13 Application to have long service leave paid out**

- 7.13.1 An Employee who has at least 10 years' continuous service may request that part of their Long Service Leave entitlement be paid out, either in part or in full by giving at least four



weeks' notice. Approval of such a request is subject to the discretion of the Principal and the following:

- (a) an application to have long service leave paid out, may only be initiated by the Employee;
- (b) the Employee must make the application in writing;
- (c) an application to have long service leave paid out must be for a minimum of four weeks' entitlement;
- (d) the long service leave entitlement paid out will be subject to a corresponding deduction from the Employee's accrued long service leave balance; and
- (e) the long service leave entitlement will be paid out at the rate applicable to the employee at the time of payment.

## **7.14 Statutory holidays**

- 7.14.1 This clause 7.14 does not apply to the 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.
- 7.14.2 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 hours. This clause does not apply to Employees who are part of a school tour in accordance with clause 7.14.1.
- 7.14.3 The Employer, with the agreement of the Employee or majority of Employees affected, may substitute another day for a statutory holiday.
- 7.14.4 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 7.14.2 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.
- 7.14.5 If an Employee subsequently works on the day that was intended to be taken in lieu in accordance with clause 7.14.4(b), the Employee shall be paid for that day as if it was a statutory holiday in accordance with clause 7.14.2.
- 7.14.6 If on the termination of the Employee's employment, a day off in lieu in accordance with clause 7.14.4(b) remains owing to the Employee, the School will pay the Employee for the day in lieu not taken at the rate set out in clause 7.14.4(a).

## **7.15 Jury service**

- 7.15.1 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 any meal allowance) received by the Employee to attend jury service, will be paid to the Employer.

## **7.16 Workplace education leave**

- 7.16.1 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.

- 7.16.2 An Employee shall be granted up to three working days leave (non-cumulative) on ordinary pay to attend such courses or seminars. No more than two Employees shall be released to attend a course or seminar at the same time.
- 7.16.3 The Employee shall provide one month's notice of their intention to take this leave.
- 7.16.4 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.

## **PART 8 - PROFESSIONAL DEVELOPMENT**

### **8.1 Professional Development and Training**

- 8.1.1 Approved (directed) professional development and training includes online or e-learning sessions.

### **8.2 Recognition of Professional Excellence**

- 8.2.1 The Recognition of Professional Excellence Program 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.
- 8.2.2 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.
- 8.2.3 The parties to this Agreement are committed to equity in Employee access to this program and its successful implementation. The Staff Consultative Committee may provide feedback to the Principal on an annual basis in relation to identifying refinements and improvements to the program.

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

- 8.3.1 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.
- 8.3.2 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 days, each referred to as a "Staff Day".
- 8.3.3 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 additional days may be scheduled in any one year. This applies to full-time and part-time Employees.
- 8.3.4 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 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.
- 8.3.5 Self-directed (individual or collaborative) professional activities shall include but not be limited to:
- (a) Subject specific professional development; Subject team planning, preparation and/or

evaluation of units of work; or

(b) Individual planning, preparation and checking reports.

8.3.6 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.

8.3.7 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.

## PART 9 - SIGNATORIES

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

Full name: Ms Jacinda Euler

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

Position: Principal

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

Signed: Jacinda Euler

Date: 5/11/21

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: Brad Hayes

Date: 5/11/2021

Signed for and on behalf of the Queensland Nurses' and Midwives' Union of Employees

Full name: ELIZABETH RUTH MOHLE

Address: 106 VICTORIA ST WESTEND

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: ERMohle

Date: 9.11.2021

## PART 10 - WAGES SCHEDULE

10.1.1 The minimum wage rates applicable to the Academic Staff covered by this Agreement are as follows:

ACADEMIC STAFF								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2022)		From the first pay period on or after 1 January 2022 2.5% increase		From the first pay period on or after 1 January 2023 2.5% increase		From the first pay period on or after 1 January 2024 2.5% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Teacher</b>								
Step 1	\$3,116.79	\$81,314	\$3,194.71	\$83,347	\$3,274.58	\$85,430	\$3,356.44	\$87,566
Step 2	\$3,289.72	\$85,826	\$3,371.97	\$87,971	\$3,456.27	\$90,171	\$3,542.67	\$92,425
Step 3	\$3,462.79	\$90,341	\$3,549.35	\$92,599	\$3,638.09	\$94,914	\$3,729.04	\$97,287
Step 4	\$3,635.43	\$94,845	\$3,726.31	\$97,216	\$3,819.47	\$99,646	\$3,914.96	\$102,137
Step 5	\$3,809.11	\$99,376	\$3,904.34	\$101,860	\$4,001.95	\$104,407	\$4,102.00	\$107,017
Step 6	\$3,953.27	\$103,137	\$4,052.11	\$105,715	\$4,153.41	\$108,358	\$4,257.24	\$111,067
Step 7	\$4,097.77	\$106,907	\$4,200.21	\$109,579	\$4,305.22	\$112,319	\$4,412.85	\$115,127
Step 8	\$4,241.93	\$110,668	\$4,347.98	\$113,434	\$4,456.68	\$116,270	\$4,568.10	\$119,177
Step 9	\$4,386.13	\$114,430	\$4,495.79	\$117,291	\$4,608.18	\$120,223	\$4,723.39	\$123,228
<b>Middle Management (Academic Directors and Heads of House)</b>								
Level 1	\$4,925.93	\$128,512	\$5,049.07	\$131,725	\$5,175.30	\$135,018	\$5,304.68	\$138,394
Level 2	\$5,090.03	\$132,794	\$5,217.28	\$136,114	\$5,347.72	\$139,517	\$5,481.41	\$143,004
Level 3	\$5,237.73	\$136,647	\$5,368.68	\$140,063	\$5,502.89	\$143,565	\$5,640.47	\$147,154
Level 4	\$5,401.92	\$140,931	\$5,536.97	\$144,454	\$5,675.40	\$148,065	\$5,817.28	\$151,767
Level 5	\$5,585.81	\$145,728	\$5,725.46	\$149,371	\$5,868.59	\$153,106	\$6,015.31	\$156,933
Level 6	\$5,713.94	\$149,071	\$5,856.79	\$152,798	\$6,003.21	\$156,618	\$6,153.29	\$160,533
<b>PAR 2 (Head of Department and Academic Manager)</b>								
Level 1	\$4,608.04	\$120,219	\$4,723.24	\$123,225	\$4,841.32	\$126,305	\$4,962.35	\$129,463
Level 2	\$4,710.73	\$122,898	\$4,828.49	\$125,971	\$4,949.21	\$129,120	\$5,072.94	\$132,348
Level 3	\$4,812.83	\$125,562	\$4,933.15	\$128,701	\$5,056.48	\$131,918	\$5,182.89	\$135,216
Level 4	\$4,915.10	\$128,230	\$5,037.98	\$131,436	\$5,163.93	\$134,722	\$5,293.02	\$138,090
Level 5	\$5,017.91	\$130,912	\$5,143.36	\$134,185	\$5,271.94	\$137,540	\$5,403.74	\$140,978
<b>PAR 1 (Head of Subject / Special Project)</b>								
Level 1	\$132.63	\$3,460	\$135.94	\$3,547	\$139.34	\$3,635	\$142.82	\$3,726
Level 2	\$198.54	\$5,180	\$203.51	\$5,309	\$208.60	\$5,442	\$213.81	\$5,578
Level 3	\$264.38	\$6,897	\$270.99	\$7,070	\$277.76	\$7,247	\$284.71	\$7,428
Level 4	\$330.80	\$8,630	\$339.07	\$8,846	\$347.54	\$9,067	\$356.23	\$9,294
Level 5	\$396.76	\$10,351	\$406.67	\$10,610	\$416.84	\$10,875	\$427.26	\$11,147
<b>Common Co-curricular Rates</b>								
Level 1.0	\$66.25	\$1,728	\$68.14	1,772	\$69.84	\$1,816	\$71.59	\$1,861
Level 1.1	\$132.63	\$3,460	\$136.41	3,547	\$139.82	\$3,635	\$143.31	\$3,726
Level 1.2	\$198.54	\$5,180	\$204.20	5,309	\$209.31	\$5,442	\$214.54	\$5,578
Level 1.3	\$264.38	\$6,897	\$271.92	7,070	\$278.71	\$7,247	\$285.68	\$7,428
Level 1.4	\$330.80	\$8,630	\$340.23	8,846	\$348.73	\$9,067	\$357.45	\$9,294
Level 1.5	\$396.76	\$10,351	\$408.07	10,610	\$418.27	\$10,875	\$428.73	\$11,147
<b>Lead Teacher Rates</b>								
	\$3,802.35		\$3,897.41		\$3,994.84		\$4,094.72	

10.1.2 The minimum wage rates applicable to the Professional Staff covered by this Agreement are as follows:

PROFESSIONAL STAFF								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2022)		From the first pay period on or after 1 January 2022 2.5% increase		From the first pay period on or after 1 January 2023 2.5% increase		From the first pay period on or after 1 January 2024 2.5% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 1</b>								
Step 1	\$2,156.76	\$56,268	\$2,210.67	\$57,674	\$2,265.94	\$59,116	\$2,322.59	\$60,594
Step 2	\$2,206.52	\$57,566	\$2,261.68	\$59,005	\$2,318.22	\$60,480	\$2,376.18	\$61,992
Step 3	\$2,254.90	\$58,828	\$2,311.28	\$60,299	\$2,369.06	\$61,806	\$2,428.28	\$63,352
<b>Level 2</b>								
Step 1	\$2,304.54	\$60,123	\$2,362.15	\$61,626	\$2,421.21	\$63,167	\$2,481.74	\$64,746
Step 2	\$2,353.26	\$61,394	\$2,412.09	\$62,929	\$2,472.39	\$64,502	\$2,534.20	\$66,115
Step 3	\$2,420.84	\$63,157	\$2,481.36	\$64,736	\$2,543.40	\$66,355	\$2,606.98	\$68,014
<b>Level 3</b>								
Step 1	\$2,508.91	\$65,455	\$2,571.64	\$67,091	\$2,635.93	\$68,769	\$2,701.83	\$70,488
Step 2	\$2,622.93	\$68,430	\$2,688.50	\$70,140	\$2,755.71	\$71,894	\$2,824.61	\$73,691
Step 3	\$2,696.34	\$70,345	\$2,763.75	\$72,103	\$2,832.84	\$73,906	\$2,903.66	\$75,754
<b>Level 4</b>								
Step 1	\$2,745.56	\$71,629	\$2,814.20	\$73,420	\$2,884.55	\$75,255	\$2,956.67	\$77,137
Step 2	\$2,818.89	\$73,542	\$2,889.36	\$75,381	\$2,961.60	\$77,265	\$3,035.64	\$79,197
Step 3	\$2,892.30	\$75,457	\$2,964.61	\$77,344	\$3,038.73	\$79,277	\$3,114.69	\$81,259
<b>Level 5</b>								
Step 1	\$2,990.66	\$78,023	\$3,065.43	\$79,974	\$3,142.06	\$81,973	\$3,220.61	\$84,023
Step 2	\$3,064.16	\$79,941	\$3,140.76	\$81,939	\$3,219.28	\$83,988	\$3,299.76	\$86,087
Step 3	\$3,137.86	\$81,864	\$3,216.31	\$83,910	\$3,296.71	\$86,008	\$3,379.13	\$88,158
<b>Level 6</b>								
Step 1	\$3,237.13	\$84,454	\$3,318.06	\$86,565	\$3,401.01	\$88,729	\$3,486.04	\$90,947
Step 2	\$3,413.27	\$89,049	\$3,498.61	\$91,275	\$3,586.07	\$93,557	\$3,675.72	\$95,896
Step 3	\$3,590.04	\$93,661	\$3,679.79	\$96,002	\$3,771.79	\$98,402	\$3,866.08	\$100,862
Step 4	\$3,769.39	\$98,340	\$3,863.62	\$100,798	\$3,960.21	\$103,318	\$4,059.22	\$105,901
Step 5	\$3,941.95	\$102,841	\$4,040.50	\$105,413	\$4,141.51	\$108,048	\$4,245.05	\$110,749
<b>Level 7</b>								
Minimum salary	\$3,995.25	\$104,232	\$4,095.13	\$106,838	\$4,197.51	\$109,509	\$4,302.45	\$112,247

BUILDING AND MAINTENANCE STAFF								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2022)		From the first pay period on or after 1 January 2022 2.5% increase		From the first pay period on or after 1 January 2023 2.5% increase		From the first pay period on or after 1 January 2024 2.5% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Minimum salary	\$2,405.48	\$62,757	\$2,465.61	\$64,325	\$2,527.25	\$65,934	\$2,590.44	\$67,582

MISCELLANEOUS WORKS								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2022)		From the first pay period on or after 1 January 2022 2.5% increase		From the first pay period on or after 1 January 2023 2.5% increase		From the first pay period on or after 1 January 2024 2.5% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 1</b>								
Step 1	\$1,965.46	\$51,277	\$2,014.59	\$52,559	\$2,064.96	\$53,873	\$2,116.58	\$55,220
Step 2	\$2,052.07	\$53,536	\$2,103.37	\$54,875	\$2,155.96	\$56,247	\$2,209.86	\$57,653
Step 3	\$2,112.62	\$55,116	\$2,165.43	\$56,494	\$2,219.57	\$57,906	\$2,275.06	\$59,354
Step 4	\$2,202.77	\$57,468	\$2,257.84	\$58,905	\$2,314.28	\$60,377	\$2,372.14	\$61,887

10.1.3 The minimum wage rates applicable to Nurses covered by this Agreement are as follows:

NURSES								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2022)		From the first pay period on or after 1 January 2022 2.5% increase		From the first pay period on or after 1 January 2023 2.5% increase		From the first pay period on or after 1 January 2024 2.5% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 1</b>								
1.1	\$2,639.67	\$68,866	\$2,705.66	\$70,588	\$2,773.30	\$72,353	\$2,842.63	\$74,161
1.2	\$2,771.96	\$72,318	\$2,841.26	\$74,126	\$2,912.29	\$75,979	\$2,985.10	\$77,878
1.3	\$2,904.00	\$75,763	\$2,976.60	\$77,657	\$3,051.02	\$79,598	\$3,127.29	\$81,588
1.4	\$3,035.84	\$79,202	\$3,111.74	\$81,182	\$3,189.53	\$83,212	\$3,269.27	\$85,292
<b>Level 2</b>								
2.1	\$3,695.48	\$96,411	\$3,787.86	\$98,822	\$3,882.56	\$101,292	\$3,979.62	\$103,824
2.2	\$3,784.38	\$98,731	\$3,878.99	\$101,199	\$3,975.96	\$103,729	\$4,075.36	\$106,322
2.3	\$3,872.07	\$101,019	\$3,968.88	\$103,544	\$4,068.10	\$106,133	\$4,169.80	\$108,786
2.4	\$3,959.85	\$103,309	\$4,058.85	\$105,891	\$4,160.32	\$108,539	\$4,264.33	\$111,252

## **PART 11 - SCHEDULE FOR ACADEMIC STAFF**

### **11.1 Application**

- 11.1.1 The provisions of this Schedule apply to all Academic Staff who are employed at the School and whose classifications are contained in this Schedule.

### **11.2 Terms of Employment**

#### **11.2.1 Full- Time employment**

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

#### **11.2.2 Part-time employment**

- (a) 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.
- (b) Where an Academic Staff member is employed on a part-time basis, they are entitled to be paid on a pro rata basis. This is 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 with the same classification.
- (c) 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 where appropriate, the normal starting and finishing times for the Employee. Such agreement may be varied by mutual agreement between the Employer and Employee.
- (d) A part-time Academic Staff member will be allowed paid time for corrections, assessments, or evaluations at the rate of not less than one hour for every five hours of teaching time.

#### **11.2.3 Casual employment**

- (a) A Teacher may be employed on a casual basis to relieve a Teacher absent from duty or to meet a short-term staffing need.
- (b) 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 hours and a maximum period of five days of teaching in respect of any one engagement.
- (c) A casual Academic Staff member will be allowed paid time for corrections, assessments or evaluations not less than at the rate of one hour for every five hours of teaching time.

#### **11.2.4 Job share**

- (a) An Employee may make a request to job share their position under clause 2.3 of this Agreement – 'Requests for Flexible Working Arrangements'.
- (b) Requests must be in writing and must identify how the position is proposed to be divided between the Employees. If the request is accepted by the Employer, the Employer and the job share Employees will agree a mutually suitable division of work.
- (c) The salaries paid to the job share participants will be as set out in the Wages Schedule (Part 10) and pro rata based on the percentage division of the work.
- (d) Employees subject to 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 for full- time Employees based on the percentage division of the work.



- (e) 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.
- (f) 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.

#### 11.2.5 Fixed or maximum term

- (a) An Employee may be appointed by the Employer to accommodate an identifiable short-term need.
- (b) For the purpose of this clause, 'short-term need' includes, but is not limited to:
  - (i) special projects;
  - (ii) special government grants;
  - (iii) the expansion of a subject or a program for a short-term or fixed or maximum period;
  - (iv) filling the position of an Employee who is on approved leave from the School; and
  - (v) filling a vacant position arising from a resignation where no suitable ongoing replacement Employee has been identified.
- (c) An Employee appointed for a fixed or maximum term will generally be employed for a period no greater than 12 months.
- (d) However, the appointment may be for a period greater than 12 months in the following circumstances:
  - (i) if required for a special project;
  - (ii) to backfill a position for an Employee who is on leave for more than 12 months; or
  - (iii) where the 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.

### 11.3 Classification Levels for Academic Staff

11.3.1 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 Teacher will be appointed at Step 1;
- (b) a Teacher will be appointed at Step 2 if:
  - (i) the Teacher has an approved bachelor's degree with first or second degree honours from a recognised university plus one year of teacher education; or
  - (ii) the Teacher has two approved degrees from a recognised university plus one 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 Teacher will be by annual increment up to a maximum salary of Step 9 and subject to clause 11.3.3.
- 11.3.2 Subject to the satisfactory conduct, diligence and efficiency of the Employee, where there is one 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;
  - (b) 1000 teaching hours for part-time Teachers; and
  - (c) 1200 teaching hours for casual Teachers.
- 11.3.3 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.

## **11.4 Middle Managers**

- 11.4.1 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.
- 11.4.2 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.
- 11.4.3 Remuneration 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 programs of the School.
- 11.4.4 Where a Middle Manager co-ordinates a co-curricular program or other duties, the School shall ensure the classification level of the Middle Manager takes into account these added responsibilities.
- 11.4.5 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.

## **11.5 Positions of Added Responsibility (PAR) 2**

- 11.5.1 A Head of Department (**HOD**) (PAR 2) is responsible for a subject or subjects, or an administrative area.
- 11.5.2 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 out a leadership role for the subject external to the School, such as at QCA Quality Assurance or with professional associations.
- 11.5.3 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.
- 11.5.4 Release time for a Teacher appointed to this classification shall be at the discretion of the Principal but will be guided by the following:
- (a) the number of students enrolled in the subject/s;

- (b) the amount of time the subject/s occupies in the weekly teaching program; and
- (c) the number of teachers engaged in the teaching of the subject/s.

11.5.5 The School acknowledges the importance of considering the impacts that emerging events, activities, or requirements may have on staff. Potential flexibility or other interventions may be considered and/or introduced. Staff are able to raise relevant matters for the School's consideration through established committees or their line manager. Any adjustments to group or individual arrangements will be at the sole discretion of the School (including the duration of any such adjustments).

11.5.6 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 a 20% reduction of a full-time teaching load as release time. This is in addition to the release time provided to a full-time classroom teacher.

## **11.6 Positions of Added Responsibility (PAR) 1**

11.6.1 A Head of Subject (**HOS**) (PAR 1) is a Teacher who is responsible for a subject, an area of specific development, or an activity.

11.6.2 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 program 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 be new to the area of responsibility at the School and not yet have demonstrated 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.

11.6.3 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 a 15% reduction of a full-time teaching load as release time. This is in addition to the release time provided to a full-time classroom teacher.

## **11.7 Remuneration - PARs**

11.7.1 Minimum rates of remuneration are set out in the Wages Schedule (Part 10). Higher rates of remuneration for staff undertaking promotional positions may be paid at the Principal's discretion.

11.7.2 Remuneration scales will be increased in accordance with any percentage salary increases reflected in this Agreement from time to time.

11.7.3 The allowances provided for PAR 1 as detailed in the Wages Schedule have an established relationship with the salary of a step 9 Teacher, and the salary prescribed for PAR 1 Levels. Adjustments to PAR 1 allowances following wage determinations will maintain this relativity.

## **11.8 Progression within the band**

11.8.1 The Wages Schedule (Part 10) 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. However, no Employee shall be entitled to receive any increase in salary/allowance under this Schedule if the conduct, diligence and general efficiency of the Employee has been considered unsatisfactory by the Principal.

## **11.9 Appointment to a position of responsibility**

11.9.1 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 process will apply.

- 11.9.2 The level of positions and types of subjects occupying various levels shall be determined by the Principal, who may, at their 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.

## **11.10 Recognition of Lead Teacher**

- 11.10.1 Lead Teacher recognition will apply to Teachers who have demonstrated and met the Australian Professional Standards for Teachers (APST).
- 11.10.2 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 an academic position of added responsibility (i.e. Middle Managers and PARs) are eligible for recognition as a Lead Teacher. Any of these Teachers who receive a Co-Curriculum allowance are also eligible for recognition as a Lead Teacher.
- 11.10.3 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.
- 11.10.4 Teachers who attain Lead Teacher status in accordance with this clause will receive an annual allowance as set out in the Wages Schedule, for the duration of their Lead Teacher status.
- 11.10.5 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 11.10.4 above or by the payment of a higher annual allowance as determined by the School.

## **11.11 Hours of work**

- 11.11.1 The ordinary hours of work for a full-time Teacher are 30 hours per week.
- 11.11.2 The maximum number of weeks that a Teacher will be required to attend during Term weeks and Non-term weeks will be 40 in each school year. 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.
- 11.11.3 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 student care to students in the event of a tragedy in the School community, where an Employee may be recalled to undertake duties relating to their position.
- 11.11.4 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 months in advance of the requirement to attend.

- 11.11.5 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.

## **11.12 Release time**

- 11.12.1 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.
- 11.12.2 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 to address issues encountered by Academic Staff in the provision of their release time entitlement.

## **11.13 Teaching load**

- 11.13.1 Teaching loads shall be deemed to include programmed teaching as well as programmed student care activities including House Group that require demonstrable preparation and identifiable follow-up relating to the care of students.
- 11.13.2 No full-time classroom Teacher will be allocated more than the equivalent of 37.5 out of a possible 50 lessons per fortnight.
- 11.13.3 Notwithstanding clause 11.13.2, 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.

## **11.14 Other duties**

- 11.14.1 The remainder of the total quantum of duties, defined as 'other duties', that academic staff are required to undertake shall include, but are 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;
  - (e) parent/teacher interviews; and
  - (f) the School Open day.

## **11.15 Morning tea breaks**

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

## **11.16 Meal breaks**

- 11.16.1 An Employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.
- 11.16.2 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.

## **11.17 Co-curricular activities**

- 11.17.1 **"Co-curricular activities"** include the supervision of school sports, clubs and activities within the School, and other similar duties. Such duties shall be voluntary, honorary and arranged by agreement between Academic Staff members and the School.
- 11.17.2 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.
- 11.17.3 The School will continue to assess all co-curricular activities to ensure equitable arrangements and recognition for staff, including establishing a procedure for staff to request a review of individual circumstances to determine eligibility for additional recognition, if relevant.
- 11.17.4 The procedure referred to in clause 11.17.3 will be finalised by the conclusion of the 2022 school year and may include consideration of the below elements of the co-curricular activity:
- (a) Responsibilities;
  - (b) Required time commitment;
  - (c) Size of the student cohort involved.
- 11.17.5 The Staff Consultative Committee will be consulted in the ongoing assessment of co-curricular activities and establishing the procedure referred to in clause 11.17.3 and 11.17.4, and will be convened as appropriate to review and consider any recommendations that may arise.

## **11.18 Co-curricular programs**

- 11.18.1 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.
- 11.18.2 The cost of obtaining coaching accreditation for a relevant activity will be shared equally between the Employer and the Employee.
- 11.18.3 Employees who are designated by the School as co-ordinators of co-curricular activities will receive an allowance as determined by the School. The senior staff member in charge of the co-curricular area will assess the scope of the activity, taking into consideration the number of people they are responsible for and the number of students involved in the activity.
- 11.18.4 Middle managers and senior staff are deemed to contribute to the co-curricular program as part of their leadership responsibilities and therefore do not receive an allowance for their involvement in the co-curricular program. However, where a Middle Manager co-ordinates a co-curricular program, the School will take into consideration the scope of the activity to determine an appropriate allowance.
- 11.18.5 The payment of a co-ordinator's allowance for co-curricular activities will be subject to an annual appointment and paid in accordance with the Wages Schedule (Part 10) and based on the following conditions:
- (a) The senior staff member in charge of the co-curricular area will recommend Employees for approved co-curricular programs to the Principal at the beginning of the year or season;
  - (b) 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
  - (c) 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.

### **11.19 Curricular and co-curricular camps**

11.19.1 Academic Staff acknowledge that each academic year, certain Academic Staff are required by the School to:

- (a) attend the Memorial Outdoor Education Centre - Marrapatta (for example House Group Teachers and Subject Teachers for Years 7-10); and/or
- (b) to organise and attend other curricular and/or co-curricular camps (e.g. Music, Rowing, Health Studies, Geography, etc.).

11.19.2 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 attend Marrapatta or any other facility, to supervise students and run programs, 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 nights.

11.19.3 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 three or four 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.

### **11.20 Annual Leave**

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

11.20.2 Academic Staff are deemed to take annual leave during Non-term weeks.

### **11.21 Payment of annual leave**

11.21.1 An Employee upon appointment will be paid as from the date upon which the Employee commenced employment. However, if the Employee has taught (or has been granted paid leave by the School) for each day of the school year, they shall be paid as for a full calendar year.

11.21.2 An Employee who ceases employment before completing 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.

11.21.3 An Employee who ceases employment after at least 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.

### **11.22 Annual leave loading**

11.22.1 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 weeks' salary calculated upon the salary which such Employee was receiving immediately before the end of the school year.

11.22.2 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 11.22.1 that the Employee's service (excluding school vacations) bears to a school year of 40 weeks.

- 11.22.3 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 11.22.1 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.

### **11.23 Supervision of Teachers**

- 11.23.1 A Teacher in their first year of experience will participate in a supervision process of one year's duration. In certain circumstances the Teacher and the Employer may agree that the Teacher should participate in the supervision process for a further year.
- 11.23.2 The supervision process will be determined by the Employer or the Principal in consultation with the Teacher. The purpose of the supervision process is to assist the Teacher's professional development, which will be reviewed regularly throughout the year.
- 11.23.3 The Employer will provide a written statement to the Teacher outlining the Teacher's progress and development. The written statement will be provided at a time deemed appropriate by the Employer, but no later than four weeks before the end of the school year, and in any event prior to the submission of reports to the Queensland College of Teachers.



## **PART 12 - SCHEDULE FOR PROFESSIONAL STAFF**

### **12.1 Application**

- 12.1.1 The provisions of this Schedule shall apply to all Professional Staff who are employed at the school and for whom classifications and wages are contained in the Wages Schedule (Part 10).

### **12.2 Terms of Employment**

#### **12.2.1 Full - time employment:**

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

#### **12.2.2 Part-time employment:**

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements under this Agreement will be calculated on a pro rata basis.
- (d) A part-time Employee will be engaged and paid for a minimum of four hours per working day, unless otherwise agreed between the Employer and the Employee.
- (e) 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 where appropriate, the normal starting and finishing times for the Employee. Such agreement may be varied by mutual agreement between the Employer and Employee.
- (f) 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. However, if those additional hours are worked outside the spread of hours outlined in clause 12.4.4 in which case they will be overtime and paid for at the rates prescribed in clause 12.4.12.

#### **12.2.3 Casual employment:**

- (a) A casual Employee will be engaged and paid for a minimum of two hours for each engagement.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) Casual employees will be offered the opportunity to convert their employment to ongoing part time or full-time employment (as appropriate) as required under the National Employment Standards.

#### **12.2.4 Transfer from part-time to full-time employment and vice versa**

- (a) Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time employment, and vice versa.
- (b) If an Employee transfers from full-time to part-time (or vice versa) all accrued entitlements will be maintained.
- (c) Following transfer to part-time employment, accrual of entitlements will occur in

accordance with clause 12.2.2(c).

#### 12.2.5 Fixed or maximum term employment

- (a) An Employee may be appointed by the Employer to accommodate an identifiable short-term need.
- (b) For the purpose of this clause, short term need includes, but is not limited to:
  - (i) special projects;
  - (ii) special government grants;
  - (iii) the expansion of a subject or a programme for a short term or fixed or maximum period;
  - (iv) filling the position of an Employee who is on approved leave from the School; and
  - (v) filling a vacant position arising from a resignation where no suitable ongoing replacement Employee has been identified.
- (c) An Employee appointed for a fixed or maximum term will generally be employed for a period no greater than 12 months.
- (d) However, the appointment may be for a period greater than 12 months in the following circumstances:
  - (i) if required for a special project; or
  - (ii) to backfill a position for an Employee who is on leave for more than 12 months; or
  - (iii) where the 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.

### 12.3 Wages and Related Matters

12.3.1 The minimum wage rates applicable to Professional Staff are set out in the Wages Schedule (Part 10).

12.3.2 Incremental progression – Professional Staff:

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

12.3.3 Salary review and progression to higher levels – Professional Staff:

- (a) Progression from one level to a higher level will be subject to:
  - (i) a position being available; and
  - (ii) satisfaction of the eligibility criteria for that level; and

- (iii) a transparent selection process.
- (b) This process will include a job evaluation, an assessment of the Employee's current capability, performance, and satisfaction of the eligibility requirements for that level.
- (c) To ensure appropriate wage rates, relevant comparable industry wage rates will also be taken into account, along with internal wage relativity.

#### 12.3.4 Junior Employees:

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

## 12.4 Hours of Work, Breaks and Overtime

#### 12.4.1 Hours of work:

12.4.2 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 consecutive days;
- (b) 76 hours within a work cycle not exceeding 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.

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

12.4.4 The ordinary hours of work may be worked on no more than five days in any seven 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	Monday to Saturday, 6.00am to 7.00pm

12.4.5 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 hours.

#### 12.4.6 Annualisation of Wages:

The School, and Employees who work less than a full year and who are required to take leave without pay during Non-term weeks (term-time employees) may agree to have the employee's 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.

12.4.7 Where an employee receiving an annualised salary undertakes approved additional hours, these hours will be calculated on the ordinary hourly rate usually applicable. The Employee will be paid for these hours in addition to the annualised salary as part of the normal pay cycle.

12.4.8 Where there are more than short term changes to the standard roster of hours, a new calculation of annualisation will occur.

12.4.9 The adjusted annual salary for an employee is calculated as follows:

Salary = f/time or p/time annual salary x working weeks + 4 weeks annual leave
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52.18
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12.4.10 Breaks between periods of duty

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

12.4.11 Rostered days off (RDOs)

- (a) 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 including the working hours required in that position, and the School's operational requirements.
- (b) It is the intention of the parties to ensure equity and transparency in applications to access RDOs. An Employee's application to access RDOs must be in writing. If the application is refused, a response will be provided to the employee in writing stating the reasons for the refusal.
- (c) Where an Employee is approved to access RDOs, the Employee will work 152 hours over 19 days in each four-week period and will receive one 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.
- (d) All RDOs must be taken within the School year in which they are accrued. In the event that any RDOs remain untaken on 31 December in any year, they will be paid out to the Employee at ordinary time rates.
- (e) If the Employer requires the Employee to work on a day that is an approved RDO, the Employee shall be paid at the rate of double time with a minimum payment of three hours worked.

12.4.12 Overtime

- (a) This clause does not apply to Professional Staff who earn above the salaries set out in

the Wages Schedule for employees at Level 6 Step 5.

- (b) Employees may be required to work reasonable overtime.
- (c) Subject to clause 12.4.12(a) 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 12.4.4 is overtime and shall be paid at the following rates:
  - (i) All time on Sunday – double time with a minimum payment of two hours worked; and
  - (ii) Public holidays – double time and a half;
  - (iii) Otherwise – time and a half for the first two hours and double time thereafter.
- (d) All overtime must be authorised in advance by the Employee's manager.
- (e) 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:
  - (i) is to be taken in accordance with School policy;
  - (ii) is to be recorded in writing. The School will keep a copy of the agreement on the employee's record; and
  - (iii) if, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 12.4.12(e) applies, remains owing to the Employee, the School will pay the Employee for the overtime at the overtime rate applicable at the time it was worked.

#### 12.4.13 Mixed functions

- (a) Where an Employee on any one day, performs two or more classes of work to which a different rate is applicable under this Agreement, such person:
  - (i) if engaged for more than four hours on the class/es of work carrying a higher rate, shall be paid at the higher rate for the whole time they perform the class of work with the higher rate; and
  - (ii) if engaged for four hours or less on the class/es of work carrying a higher rate, shall be paid at such higher rate for four hours.

#### 12.4.14 Meal breaks

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

#### 12.4.15 Rest pauses

- (a) Employees shall receive a rest pause of 10 minutes' duration in each half of the working day. The School and Employee may agree that the two 10 minute rest pauses be combined into one 20 minute rest pause.
- (b) Casual Employees and part-time Employees who have worked a minimum of four consecutive ordinary hours but less than eight consecutive ordinary hours in any one day shall receive a rest pause of 10 minutes' duration. Employees who have worked a minimum of eight consecutive ordinary hours (excluding meal breaks) in any one day shall receive a further rest pause.

- (c) Rest pauses shall be taken during working hours.
- (d) Rest pauses shall be taken at times to suit the convenience of the School so that they do not interfere with the continuity of work (where continuity is necessary).

## **12.5 Annual Leave**

- 12.5.1 This clause does not apply to casual Employees.
- 12.5.2 Full-time Employees are entitled to four weeks' (152 hours) paid annual leave for each continuous year of service. Part-time Employees receive this entitlement on a pro-rata basis.
- 12.5.3 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.
- 12.5.4 The School may elect to close during the annual period between the Boxing Day public holiday and the New Year's Day public holiday, and will inform all employee of its decision at least six weeks' prior.
- 12.5.5 Employees who wish to continue working during such a closure rather than take leave, are required to apply in writing to the Principal. The application must detail the reasons for their request and be made no later than four weeks prior to the closure commencing. Approval to work during any such closure will be at the sole discretion of the Principal.
- 12.5.6 During any period of annual leave, the Employee will receive the rate of pay prescribed in the Wages Schedule (Part 10), plus annual leave loading of 17.5% of this rate of pay.

## **12.6 Classification Guidelines**

- 12.6.1 The classification levels outlined under clause 12.7 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.
- 12.6.2 The classification levels outlined under clause 12.8 are guidelines to determine the appropriate classification level of an Employee providing nursing services.
- 12.6.3 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.

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

- 12.7.1 **Level 1** – At Level 1, 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 1 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.

12.7.2 **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 a Level 2 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 enquiries 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 according to established criteria.
- (h) As a minimum, the Employee holds a certificate in office administration or similar.

12.7.3 **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 a Level 3 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:
  - (i) Modify database fields of information while maintaining the integrity of the data;
  - (ii) Develop new databases or spreadsheet models. Create graphs using Excel to display data;
- (c) Provide administration support to School management including such tasks as:
  - (i) Minute taking;
  - (ii) Organising catering and events;
  - (iii) 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.

**12.7.4 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 a Level 4 position are identified as follows:

- (a) Provide administration support to senior management including such tasks as:
  - (i) Minute taking;
  - (ii) Calendar management;
  - (iii) Handling correspondence and communication;
  - (iv) 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.

**12.7.5 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 a Level 5 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



relevant to the position, may be required to successfully perform in this role.

**12.7.6 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 a Level 6 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 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 the planning and design of professional, technical or supervisory functions related to services, operations or processes;
- (f) The Employee is expected to plan their own professional development, and such increased knowledge relevant to the position held, will be applied to the role.
- (g) Formal qualifications at degree level are required.

**12.7.7 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 in extensive and relevant experience.

## **12.8 Classification levels for Nursing Staff**

### **12.8.1 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.
- (b) It is essential that the nurse appears on the Australian Health Practitioner Regulation Agency (AHPRA) Register of Practitioners, Registered Nurse Division 1, and they must hold a current practising certificate.
- (c) **Responsibilities:** Providing primary nursing care with its associated administrative responsibilities.

### **12.8.2 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.
- (b) 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.
- (c) The clinical nurse assumes accountability and responsibility for their own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.
- (d) **Responsibilities:** In addition to providing primary care with its associated administrative duties, the clinical nurse provides health counselling and health education, acting in a resource capacity to a School community.
- (e) 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) the 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) that they participate in nursing policy review and initiatives; and
  - (vii) that they act as a role model for registered nurses Level 1, and non-registered care staff in the provision of holistic patient/client care.

Matter number:

AG2121/8296

Applicant:

**The Trustees of the Brisbane Girls Grammar School**  
(Employer)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the *Brisbane Girls Grammar School Enterprise Agreement 2022* (Agreement)

Authorised representative:

**Jacinda Euler**  
Principal

**Undertaking- Section 190**

I, **Jacinda Euler**, Principal of Brisbane Girls Grammar School:

1. Declare that I have authority to give this undertaking for and on behalf of the Employer.
2. Give the following undertaking with respect to the *Brisbane Girls Grammar School Enterprise Agreement 2022* (**Agreement**):
  - a) With respect to Part 12 of the Agreement:
    - (i) Where a part-time operational services employee is required to work ordinary hours on a Saturday, the employee will be paid 150% of the hourly rate for all ordinary hours worked on a Saturday.
    - (ii) Where a casual operational services employee is engaged to work on a Saturday, the employee will be paid 150% of the hourly rate for all ordinary hours worked on a Saturday.
    - (iii) For the avoidance of doubt, the penalty rates outlined in (i) and (ii) above are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date