



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Islamic College of Brisbane Limited

(AG2023/1107)

ISLAMIC COLLEGE OF BRISBANE ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER CIRKOVIC

MELBOURNE, 3 MAY 2023

Application for approval of the Islamic College of Brisbane Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Islamic College of Brisbane Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Applicant. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] The Independent Education Union (IEU) being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement is approved and in accordance with s.54, will operate from 10 May 2023. The nominal expiry date of the Agreement is 31 December 2025.



COMMISSIONER

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.



ISLAMIC COLLEGE OF BRISBANE ENTERPRISE AGREEMENT 2023

ISLAMIC COLLEGE OF BRISBANE ENTERPRISE AGREEMENT 2019

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1. PART 1. PRELIMINARY

1.1. Title

This Agreement shall be known as the Islamic College of Brisbane Ltd Enterprise Agreement 2023 (the Agreement).

1.2. Application

This Agreement applies to the Islamic College of Brisbane Ltd (ABN 29 064 778 927) (the Employer or College), its Employees whose classifications are contained in the Agreement and to the Independent Education Union of Australia – Queensland and Northern Territory Branch.

1.3. Period of Operation

This Agreement shall commence operation 7 days after approval by the Fair Work Commission and shall remain in force until 31 December 2025.

1.4. Relationship to Awards and National Employment Standards

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

1.5. Savings

The existing base wage rate and accrued entitlements of Employees employed at the date of commencement of operation of this Agreement shall not be reduced as a result of this Agreement coming into effect.

1.6. Enterprise Agreement Posting

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

2. PART 2. FLEXIBILITY, CONSULTATION AND CONFLICT RESOLUTION

2.1. Individual Flexibility

2.1.1. The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

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

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

- 2.1.3. The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 2.1.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.1.5. The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving not less than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

2.2. Flexible Working Arrangements

Flexible working arrangements may be requested in accordance with the NES.

2.3. Dispute Settlement Procedure

2.3.1. Coverage

This procedure shall apply in the case of any grievance or dispute between the parties covered by this Agreement, which arises from or is related to:

- (a) The terms of this Agreement;
- (b) The terms of the NES;
- (c) The employment relationship;
- (d) Any other matter that the parties agree should be dealt with under this procedure.

2.3.2. Representation

The parties shall be entitled to appoint another person or organisation to represent them at any stage of this procedure.

Where an Employee is a union member, the Employee's union will be deemed to be the Employee's nominated representative unless otherwise specified by the Employee.

2.3.3. Procedure

1. A party with a grievance should in the first instance attempt to resolve it at the workplace level.
2. The party should do this by raising their concern in writing with the appropriate supervisor.
3. The supervisor must acknowledge receipt of the complaint and take reasonable steps to resolve the complaint within a reasonable time.
4. If the grievance or dispute remains unresolved after steps 1, 2 and 3 have been completed, then the party or the party's representative may refer the matter to next level of management.
5. The next level of management must acknowledge receipt of the complaint and take reasonable steps to resolve the complaint within a reasonable time.

6. In the event that a party remains aggrieved after steps 1, 2, 3, 4 and 5 have been completed, or there are circumstances which mean it is not appropriate to deal with the dispute at the workplace level, either party or their representatives may refer a grievance or dispute to the Fair Work Commission for dispute resolution.
7. The parties agree that the Fair Work Commission will in the first instance deal with the dispute (other than by arbitration) as it considers appropriate, including but not limited to:
 - (a) by mediation or conciliation;
 - (b) by making a recommendation or expressing an opinion.
8. The parties shall give due consideration to matters raised during conciliation or mediation and/or any opinion or recommendation made by the Fair Work Commission with a view to the prompt settlement of the dispute.
9. Where the parties agree on the outcome of a mediation or conciliation conducted by the Fair Work Commission the agreement will be recorded and will be binding on the parties.
10. The parties agree that in the event that the grievance or dispute remains unresolved after the steps 6, 7, 8 and 9 have been completed, the Fair Work Commission is empowered to arbitrate the grievance or dispute wherever it is permitted to do so by the *Fair Work Act 2009*.
11. Any order of the Fair Work Commission made under step 10 of this procedure (subject to the parties right of appeal under the *Fair Work Act 2009*) will be final and binding on all parties to the dispute.
12. To avoid doubt, the parties agree that the Fair Work Commission will be able to exercise all its powers under Part 5-1 of the *Fair Work Act 2009* when dealing with a dispute under this procedure.

2.3.4. Other matters

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

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety;
- (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.

Except in the case of termination, the status quo existing before the emergence of the grievance or dispute is to continue whilst the procedure in this clause is being followed.

Discussion at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute to the Fair Work Commission.

2.4. Complaints Against Employees

- 2.4.1. The parties recognise that Colleges are a partnership between the College, staff, students and parents, and from time to time these parties may have grievances with each other.
- 2.4.2. In dealing with any complaints it is essential that concerns are addressed in an objective and sensitive manner which gives due consideration to the reputation and dignity of the persons

concerned, and that any staff member who is subject to a complaint must be afforded the principles of natural justice within a fair and transparent process.

- 2.4.3. Should an initial Employer investigation into a complaint identify a need for formal discussion or correspondence with a staff member, the following protocols shall be observed:
- (a) The Employee shall receive written notification of the nature of the complaint. Such notification shall include sufficient detail so as to enable the Employee to provide a response.
 - (b) The Employee shall receive an appropriate and reasonable timeframe in which to consider any complaint and formulate their response.
 - (c) Where there are meetings of the Employee concerned with the Chief Executive Officer, parents/students or other staff, the Employee will be advised in writing of the purpose of the meeting and who will be in attendance. The Employee is entitled to be accompanied by support, which may be a union representative.
- 2.4.4. The provisions of this clause **2.4** shall not apply to child protection matters or allegations of sexual, physical or emotional abuse.

2.5. Consultation

- 2.5.1. This term applies if:
- (a) the Employer 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) the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 2.5.2. For major change referred to in clause 2.5.1(a):
- (a) The Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) Sub-clause 2.5.3 to 2.5.9 apply.
- 2.5.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 2.5.4. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 2.5.5. As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees;
- and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and

- (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 2.5.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.5.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 2.5.8. If a term in the enterprise 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 subclauses 2.5.2(a), 2.5.3 and 2.5.5 are taken not to apply.
- 2.5.9. In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 2.5.10. For a change referred to in paragraph 2.5.1 (b):
 - (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) subclauses (2.5.11) to (2.5.15) apply.
- 2.5.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 2.5.12. If:
 - (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;
 - (c) the Employer must recognise the representative.
- 2.5.13. As soon as practicable after proposing to introduce the change, the Employer must:
 - (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 2.5.14. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.5.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 2.5.16. In this term, *relevant Employees* means the Employees who may be affected by the major change.

2.6. College Consultative Committee

The Parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of the College. The Parties also accept that according to the authority and responsibility structure of the College, final decision making remains the prerogative of the Employer. The Employer, in coming to decisions, is committed to the process of consultation with Employees. The composition of the Consultative Committee will be at least one (1) Employer representative, one (1) teacher representing secondary teaching staff, one (1) teacher representing primary teaching staff, one (1) person representing school officer and services staff and one (1) member elected by the IEU-QNT chapter. Employee representatives will be elected by all Employees, through a balloting process.

- 2.6.1. The purpose of the College Consultative Committee under this agreement is to:
 - (a) provide an environment for greater two-way communication;
 - (b) provide management with the opportunity to utilise Employee knowledge and experience;
 - (c) address issues and provide advice to the College regarding matters arising from this Agreement; and
 - (d) provide a consultative mechanism for Employee engagement on College initiatives which negatively impact on Employee workloads, College-wide planning, avoiding disputes, managing change before it occurs (where practical to do so) and improving morale for more efficient work practices.
- 2.6.2. The College Consultative Committee under this agreement may form Consultative Sub-Committees to deal with specific matters. Membership of the College Consultative Sub-Committees will comprise Employer and Employee representatives and will not be limited to the members of the College Consultative Committee.
- 2.6.3. The College Consultative Committee shall convene at the commencement of each academic year and shall meet at least once per term at mutually agreed times. Employer or Employees can call a meeting of the College Consultative Committee by advising the other party of matters for discussion.
- 2.6.4. During the life of this Agreement the College Consultative Committee, through a Sub-Committee, shall review and make recommendations on structures and operational provisions for Positions of Added Responsibility (PAR). Review and recommendations should be completed 6 months prior to the nominal expiry date of this Agreement.

3. PART 3. RELATIONSHIP TO AIMS OF THE COLLEGE

3.1. Statement of Philosophy

- 3.1.1. **Identity:** The Islamic College of Brisbane is an Australian Islamic School.
- 3.1.2. **Motto:** Seek Knowledge – Our Motto stems from the importance of seeking knowledge enshrined in Islamic faith. The motto is compatible with the Alice Springs Declaration (APD).

The Alice Springs (Mparntwe) Education Declaration sets out a vision for a world class education system that encourages and supports every student to be the very best they can be, no matter where they live or what kind of learning challenges they may face.
- 3.1.3. **Mission:** We believe every student has an inherent potential to achieve great results. As educators our mission is to nurture individuals with integrity and ethics to help them achieve their full

potential.

This is in accord with the APD statement that education should continue to promote excellence and equity and enable all Australians to become confident and creative individuals, successful learners, and active and informed community members.

- 3.1.4. **Our values:** As an Australian Islamic School, ICB values the national principles and respects the social, cultural and religious diversity of Australia. ICB encourages excellence and innovation for the development of highly motivated learners to reach their full potential.

The college adheres to Australian values and virtues which are underpinned by the inclusive Islamic ethos of equality, respect and humility in producing self-directed and proactive learners and citizens. The college acknowledges and adheres to Values for Australian Schooling which are also in accord with the APD which places students at the centre of their education by emphasising the importance of meeting the individual needs of all learners, and outlines education's role in supporting the wellbeing, mental health and resilience of young people.

- 3.1.5. **Our Vision:** Best School; Best Learning Journey

The journey of education at the Islamic College of Brisbane is one filled with positive experiences. It is an experience which instils pride both in faith and national identity of future Australian leaders.

We all come together to build upon strong moral foundations laid in the teachings of Islam and common values of humanity.

3.2. Aims

The college aims to provide innovative, high-quality and holistic education for all our students. The college endeavours to help maximise the learners' educational potential and enable them to become effective and informed citizens. Our students enjoy the strength and flexibility of the Australian Curriculum. They are supported in planning for their future career and for continued success. The curriculum is designed to enable each student to build social and emotional intelligence, and develop the capacity for creativity, problem-solving and innovation. At ICB we provide a range of activities that are designed to prepare students to be successful, confident, active and creative learners. ICB also offers Islamic Education that promotes the intellectual, physical, moral, spiritual and aesthetic development, and wellbeing of young learners.

This is in accord with the APD which promotes knowledge and skills required for the 21st century, the importance of learning throughout life from early childhood onwards, and the need for effective transitions between all stages of learning.

Our students grow in a diverse multicultural environment. ICB is made up of students representing almost forty different cultures from around the world. We also welcome students from different ethnic and religious backgrounds. All our students respect the ethos and values of Islamic faith and develop understanding of, and inclusion in the wider Australian community.

Unity in diversity forms unique fabric of Islamic College of Brisbane. Our Educators are dynamic and diverse professionals led by relevant and best practice. Our students flourish in a caring and supportive College community and are proud of their identity and celebrate the College cultural diversity.

3.3. Acknowledgment

The Parties to this Agreement acknowledge and work towards the achievement of the College Objectives detailed in *Clause 3.4*.

3.4. Objectives

This Agreement provides for a framework for management, Employees and unions to work together towards improving productivity and efficiency.

The Objectives of the Agreement are to develop a culture of workplace reform by:

- (a) Improving the quality of service, teaching and learning;

- (b) Providing benefits to Employees through improved wages and clarity of working conditions; and
- (c) Providing for enhancement of staff development and satisfaction.

4. PART 4. WAGES AND WAGE RELATED MATTERS

4.1. Wage Increases

- 4.1.1. The actual salary and work related allowances for Employees covered by this Agreement shall be as prescribed in Schedule A to this Agreement.
- 4.1.2. The salaries identified in Schedule A represent wage increases as follows:
 - (a) 4% from the first full pay period after 1 January 2023.
 - (b) 4% from the first full pay period after 1 January 2024.
 - (c) 3% from the first full pay period after 1 January 2025.
- 4.1.3. The allowances to be paid to teachers appointed to positions of responsibility (Head of Department and Coordinators) are contained in the table prescribed in Schedule A of this Agreement. Increases to the allowances will be as per the table contained in the Schedule A.
- 4.1.4. Other work related allowances will also be increased by the same percentage and from the same dates as identified in clause 4.1.2 hereof.

4.2. No Further Increases

There shall be no further wage increases during the life of this Agreement except those provided for in Clause 4.1 above.

4.3. Casual Loading

Employees engaged as a casual shall receive a casual loading of 25%, which have been incorporated into the hourly rates in Schedule A.

4.4. Payslips

During the life of the Agreement, the Employer will endeavour to provide all Employees with Pay Advice Slips that provide information on accruals in relation to personal/carer's leave, Long Service Leave and annual leave, as well as the minimum legislated requirement.

4.5. Superannuation Funds

- 4.5.1. Employees are entitled to superannuation in accordance with the relevant Commonwealth Superannuation legislation and will be offered a choice of the complying superannuation funds in accordance with the relevant legislation.
- 4.5.2. The Employer will pay into the relevant superannuation fund, the amount prescribed by legislation from time to time into the fund of choice, provided that where an Employee has not exercised the choice of fund, the Employer will make contributions to an Employee's stapled superannuation fund as advised by the Australian Tax Office, within 28 days of commencing employment.
- 4.5.3. In the event Employee does not have a stapled fund as referred to in clause 4.5.2 the Employer will comply with its obligation by making superannuation contributions to one of the following funds:
 - (a) Australian Retirement Trust; or
 - (b) NGS Limited, or its successor fund.

4.6. Salary Sacrifice

- 4.6.1. Where the Employer and an individual Employee agree, the Employer may contribute up to an additional 50% of the Employee's ordinary time earnings into an approved superannuation fund.

Where such agreement is reached, the Employee's salary shall be reduced by an amount equivalent to the additional superannuation contribution.

- 4.6.2. Provided that any arrangement between the Employer and an Employee in accordance with this sub-clause shall only be binding in the following circumstances:
- (a) Any arrangement as set out in this sub-clause must be at the Employee's request;
 - (b) The terms of the arrangement shall be committed to writing and signed by the Employer and the Employee;
 - (c) A copy of the signed arrangement must be held by the Employer and a copy provided to the Employee.
- 4.6.3. Employees should seek independent financial advice prior to electing to access the provisions under this clause as the College is unable to provide such advice.

5. PART 5. GENERAL CONDITIONS APPLYING TO ALL STAFF

5.1. Terms of engagement

5.1.1. Statement of Employment

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

5.1.2. Termination of Employment by the Employer - Teachers

- (a) The Employer shall give a full-time Teacher at least one month's notice in writing on the termination of their services, and where possible, such notice will be exclusive of vacation periods.
- (b) Full-time Teachers over 45 years of age at the time of the giving of notice, and with more than 5 years' service with the Employer, shall be entitled to an additional week's notice.
- (c) The Employer shall give a part-time teacher the following notice in writing of the termination of their services:

Less than 3 years' service	2 weeks' notice
More than 3 years but less than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

- (d) Part-time Teachers over 45 years of age at the time of the giving of notice and with not less than 2 years' continuous service shall be entitled to an additional week's notice.
- (e) Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (f) In calculating any payment in lieu of notice the ordinary time rate of pay for the Employee concerned shall be used.
- (g) The period of notice in clauses 5.1.2(a), 5.1.2(b), 5.1.2(c) and 5.1.2(d) shall not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal as defined by the *Fair Work Act 2009* (Cth).

5.1.3. Termination of Employment by Teacher

- (a) The notice of termination required to be given by a Teacher other than a casual Teacher, shall be one month's notice, and where possible, such notice will be exclusive of vacation periods.
- (b) If a Teacher fails to give notice the Employer shall have the right to withhold wages due to the Teacher with a maximum amount equal to the ordinary time rate for a period of two

weeks, provided that employment may be terminated by part of the period of notice specified and part withholding of wages in lieu thereof.

5.1.4. Termination of Employment – Non Teaching Staff

(a) The Employer shall give to an Employee, other than a casual Employee, notice in writing of the termination of employment as follows:

(i) if the Employee's continuous service is:

Not more than 1 year	1 week
Not more than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

(ii) The notice required by paragraph (a) of this sub-clause will be increased by one week if the Employee is over 45 years old and has completed at least 2 years of continuous service with the Employer.

(iii) Where the Employer does not give the appropriate period of notice, payment in lieu of notice will be made to the Employee. Employment may be terminated by giving part of the period of notice and part-payment (or withholding as the case may be) in lieu of notice.

(iv) This clause shall not apply to an Employee dismissed for serious misconduct or other grounds that justify instant dismissal as defined by the *Fair Work Act 2009*.

(v) In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period.

(vi) The total must be worked out on the basis of:

- A. the ordinary working hours to be worked by the Employee; and
- B. the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
- C. any other amounts payable under the Employee's employment contract.

(b) Non-teaching staff will be required to provide the same notice as required of the Employer in clause 5.1.4.(a)(i), except that there will be no additional week required based on age. Where the Employee does not give the appropriate notice the Employer is entitled to withhold no more than one week's wages in lieu of notice due to the Employees who are at least 18 years old.

5.1.5. Redundancy

(a) The Employer acknowledges that it has a duty of care to its Employees and seeks to maintain full employment for its staff.

(b) Notwithstanding the Employer's commitment to full employment, situations may arise where positions become redundant.

(c) Transfer to lower paid duties

(i) Where an Employee is transferred to lower paid duties for reasons set out clause 5.1.5(c), the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under clauses 5.1.2 or 5.1.4 .

- (ii) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.
- (iii) The amounts must be worked out on the basis of:
 - A. the ordinary working hours to be worked by the Employee; and
 - B. the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
 - C. any other amounts payable under the Employee's employment contract.
- (d) Time off during notice period
 - (i) Where a decision has been made to terminate an Employee in the circumstances outlined in clause 5.1.5(b), the Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (ii) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (e) Notice to Centrelink

Where a decision has been made to terminate Employees in the circumstances outlined in clause 5.1.5(b) the Employer shall notify Centrelink as soon as possible, giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the Employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.
- (f) Severance pay
 - (i) In addition to the period of notice prescribed for ordinary termination in clauses 5.1.2 or 5.1.4, and subject to further order of the Fair Work Commission, an Employee whose employment is terminated on account of redundancy shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
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

- (ii) 'Weeks' Pay' means the ordinary time rate of pay for the Employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

- (g) Employee leaving during notice

An Employee whose employment is terminated for reasons set out in clause 5.1.5(c), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice, provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

- (h) Alternative employment

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

- (i) Employees with less than one year's service

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

- (j) Employees exempted

The provisions of this clause shall not apply:

- (i) where employment is terminated as a consequence of misconduct on the part of the Employee; or
- (ii) to Employees engaged for a specific period or task(s); or
- (iii) to casual Employees.

- (k) Employer exempted

Subject to an order of the Fair Work Commission, in a particular redundancy case, clause 5.1.5 shall not apply to the Employer where it employs Employees working a total of fewer than 15 Employees at the time of redundancy.

5.2. Annual Leave – Teachers

5.2.1. Proportion of Salary

- (a) A teacher upon appointment shall be paid as from the date upon which they commenced duty, provided that a teacher who has taught (or has been granted paid leave by the College) for each day of the school year at the College shall be paid as for a full calendar year commencing on 1st January. A teacher who ceases duty before completing ten teaching weeks of employment shall be paid in lieu of vacation pay an amount equal to 1/12th of their ordinary pay for the period of employment.
- (b) A teacher who ceases duty after at least ten teaching weeks of employment shall be paid the proportion of their annual salary of that year that their service excluding school vacations bears to a standard school year.

5.2.2. Annual Leave Loading

A teacher who has taught (or has been granted paid leave by the College) for each day of the school year at the College shall receive an annual leave loading equivalent to 17 ½ per cent of four weeks salary calculated upon the salary which such Employee was receiving immediately before commencing the midsummer vacation.

- 5.2.3. A Teacher who commences employment after the beginning of a school year and:
- (a) has actually taught for at least 20 weeks; or
 - (b) has taught for at least a full school term and who teaches to the end of the school year, shall be paid the proportion of the annual leave loading prescribed in this clause that the Teacher's service (excluding school vacations) bears to a standard school year.
- 5.2.4. A Teacher who resigns, having given the prescribed notice in writing, or whose services are terminated by the College for some reason or reasons other than serious misconduct and who has taught for at least the full first school term shall be paid the proportion of the annual leave loading prescribed in this clause that the Teacher's service (excluding school vacations) bears to a standard school year:
- Provided that such loading shall be calculated upon salary which the Employee was receiving immediately before cessation of employment.
- 5.2.5. The full amount of the abovementioned Annual Leave loadings shall be paid to the Teacher at the commencement of the midsummer vacation or prior date of cessation of employment.
- 5.2.6. A standard year shall be deemed for the purposes of this clause only to be 40 weeks.

5.3. Annual Leave – Non Teaching Staff

- 5.3.1. Full-time, part-time and fixed period Employees, covered by this Agreement shall, at the end of each year of employment, be entitled to Annual Leave with pay as set out hereunder.
- 5.3.2. The accrual rate of Annual Leave for full-time Employees shall be 152 hours per annum (i.e. 4 weeks' annual leave per annum on a 38 hour week basis).
- 5.3.3. Part-time, term-time and fixed period Employees shall at the end of each school year be entitled to Annual Leave calculated as follows:

Number of weeks worked during the year x 4 weeks x average ordinary hours per week calculated on weeks worked

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- 5.3.4. Subject to the provisions of this clause, Annual Leave shall be taken by all Employees during school vacation periods unless otherwise agreed between the College and Employee.
- 5.3.5. If an Employee and College so agree, Annual Leave may be taken wholly or partly in advance before the Employee has become entitled to Annual Leave.
- 5.3.6. Annual leave pay (including any proportionate payments) shall comprise of:
- (a) The Employee's ordinary wage rate as prescribed by this Agreement for the period of the Annual Leave; and
 - (b) A further amount calculated at the rate of 17.5% of the amounts referred to in paragraph (a) of this sub-clause, except for periods of leave in excess of 4 weeks per annum.
- 5.3.7. Employees are entitled to pro rata payment of annual leave on termination.

5.4. Personal / Carer's Leave

Personal / Carer's Leave shall be accrued and paid in accordance with the Personal / Carer's Leave provisions of the National Employment Standards contained in the *Fair Work Act 2009* (Cth).

5.5. Compassionate Leave

In accordance with the National Employment Standards contained in the *Fair Work Act 2009* (Cth), an Employee (other than a casual Employee) is entitled to two (2) days of paid Compassionate Leave for each occasion.

5.6. Parental Leave

Employees will be entitled to Parental Leave in accordance with the Parental Leave provisions of the National Employment Standards contained within in the *Fair Work Act 2009* (Cth).

5.6.1. Paid Maternity/Adoption Leave

An Employee with at least 12 months continuous service at the date, or expected date, of birth or placement of a child (*Eligible Employee*) will be entitled to ten (10) weeks paid maternity leave, or paid adoption leave where:

- (a) For the purpose of paid maternity leave, an Eligible Employee will have had 12 months of continuous service prior to the expected or actual date of birth of the child and will have primary responsibility for providing care to the new born child.
- (b) For the purpose of paid adoption leave, an Eligible Employee will have had 12 months of continuous service prior to the expected or actual date of placement of the child and will have primary responsibility for providing care to the child.
- (c) An Employee will not be entitled to paid adoption leave in accordance with sub-clause 5.6.1 (b) unless the adoption of the child would also satisfy the requirements of section 68 of the *Fair Work Act 2009*.

5.6.2. During the life of the Agreement the quantum of paid maternity/adoption leave will increase to:

- (a) Eleven (11) weeks if the period of leave commences in 2024, and
- (b) Twelve (12) weeks if the period of leave commences in 2025.

5.6.3. Paid Spousal Leave

An Employee with at least 12 months continuous service will be entitled to seven (7) days paid spousal leave in connection with the birth or adoption of child.

5.6.4. The period of paid maternity/adoption leave and paid spousal leave shall be exclusive of vacation periods, in the case of teachers, provided that the entitlement to payment during vacation periods shall be determined by the proportionate payment provisions contained in clause 5.2 of this Agreement.

5.6.5. The period of paid maternity/adoption leave and paid spousal leave shall be exclusive of any public holidays falling during the period of paid leave.

5.6.6. Superannuation is paid, and all other Employee entitlements continue to accrue, during the College funded part of an Employee's period of paid parental leave.

5.6.7. **The period of parental leave available** under the *Fair Work Act 2009* (Cth) and this Agreement shall not be extended by reason of the provision of paid maternity/adoption leave and/or paid spousal leave.

5.7. Long Service Leave (LSL)

5.7.1. The provisions of the *Industrial Relations Act 2016* (Qld), shall apply to Employees provided that the entitlement of Employees covered by this Agreement to LSL shall be as follow:

- (a) The accrual rate shall be 1.3 weeks for each year of service and
- (b) Upon resignation, death, retrenchment, or total and permanent incapacity to a pro-rata payment of LSL shall be made to the Employee where the Employee has served more than five (5) years of recognised service.

5.7.2. Employees who have completed seven (7) years of continuous service may take their entitlement to LSL at a mutually convenient time for the College and Employee.

5.7.3. Any period of LSL taken by an Employee is exclusive of any public holidays or vacation periods (as the case may be) which may fall during the period LSL.

5.7.4. LSL at Half Pay for Double the Period of Time:

- (a) Employees can apply to access their entitlement to LSL at half pay for double the period of leave to which they would otherwise be entitled.
- (b) Provided that where an Employee is accessing LSL at half pay that Employee will accrue all other leave entitlements on a pro rata basis.

- (c) A period of LSL at half pay will be exclusive of Public Holidays. A Public Holiday occurring during a period of LSL at half pay, and which falls on a day on which the subject employee would otherwise work, will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.
- (d) The provisions of this clause (clause 5.7.4 (d)) will apply to teachers who access a period of LSL at half pay.
 - (i) A period of LSL at half pay will be exclusive of school vacations.
 - (ii) School vacations (except for the Christmas vacation) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.
 - (iii) School vacations (except for the Christmas vacation) which are contiguous with a period of LSL at half pay will be paid for at the rate which would have been applicable if the employee was not accessing LSL at half pay.
 - (iv) Where a teacher accesses a period of LSL at half pay which is wholly within one calendar year (as defined in paragraph (v) below), that Teacher will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

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

Where:

- P is the total amount paid to the employee for the Christmas vacation;
- L is the number of weeks actually worked plus the number of weeks debited from the employees LSL account;
- W is the number of weeks the teacher would have worked if they had not accessed LSL;
- S is the total amount which would have been paid for the calendar year if the employee was not accessing LSL at half pay;
- A is the total amount paid to the teacher in that calendar year prior to the Christmas vacation.

- (v) For the purposes of this clause, "Calendar year" will be defined in one of two ways, depending on the method of employing teachers used by the College. Where the College employs teachers from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (iv) and (vi). Where the College employs teachers from the beginning of term one to the day before the beginning of term one in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraphs (iv) and (vi).
- (vi) Where a teacher accesses a period of LSL at half pay and that period extends across two calendar years (as defined in paragraph (v)), that employee will be paid in accordance with this paragraph (paragraph (vi)). For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (iv). All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.

5.7.5. Interaction between personal/carer's leave and LSL:

Upon application, an Employee who becomes ill or injured whilst on approved LSL will have the LSL re-credited and personal/carer's leave used for the period of the illness or injury subject to:

- (a) The request being at the time of the illness or injury;

- (b) The period of the illness or injury being seven (7) days or more; and
- (c) The request for personal leave being accompanied by a medical certificate or other evidence to satisfaction of the College.

Where an Employee has a period of LSL re-credited as provided for in clause 5.7.5, the actual period of absence from work will not automatically be extended and the Employee will only receive pay for the re-credited period if the Employee has a sufficient personal leave entitlement to cover the absence.

5.7.6. Cashing Out Long Service Leave

- (a) The parties agree that LSL is designed to ensure that long term Employees receive a break from service and, as such, the preference of the College is for Employees to access accrued LSL as a period of leave.
- (b) The parties accept that under certain circumstances it may be preferable for an Employee to request payment of all or part of the LSL accrual when it falls due without accessing 'absence on leave' from the College.
- (c) Any application by an Employee to have part or all of their accrued LSL paid out would be subject to the following conditions:
 - (i) The arrangement is at the election of the Employee and subject to the discretion of the College;
 - (ii) The arrangement is in writing and signed by both the Employee and the College;
 - (iii) Subject to any requirements at law, the Employee will have the right to determine to receive the payment in cash or to salary sacrifice all or part of the amount of the cashing out to superannuation; and
 - (iv) The Employee completing the relevant form shall acknowledge the loss of entitlements which the Employee would have otherwise received but for the cashing out of LSL.

5.8. Natural Disaster Leave

An Employee who is prevented from attending the Employee's normal place of employment because of floods, cyclonic disturbances, severe storms or bushfires may be granted leave in the following circumstances:

- (a) where the Employee is required to return home before the Employee's usual ceasing time to ensure personal safety, the protection of the Employee's family and property or the availability of transport facilities which may be disrupted or discontinued because of weather or environmental conditions;
- (b) where the Employee must, of necessity, remain at home to safeguard the Employee's family or property;
- (c) where the Employee remains at home to have temporary repairs effected, restore belongings, clean up etc.

Subject to the Employer being satisfied that the absence is unavoidable and justified, paid leave may be granted up to a maximum of five (5) working days per annum non-cumulative.

5.9. Family and Domestic Violence Leave

- 5.9.1. In accordance with the NES, an Employee, who is experiencing domestic violence, will have access to ten (10) days per year non-cumulative of paid special leave in order to address related matters including, but not limited to:

- (a) attending medical and/or counselling appointments;
- (b) sourcing alternative accommodation;
- (c) accessing legal advice;
- (d) attending legal proceedings;

- (e) organising alternative care for members of their immediate family or household;
- (f) organising alternative education arrangements for their children;
- (g) rebuilding support networks; and
- (h) other issues related to the domestic violence.

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

5.9.3. Employees can also access existing leave entitlements for the abovementioned purposes, without the usual notice requirements.

5.9.4. It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing this special leave.

5.9.5. Supporting Another Person Experiencing Domestic Violence

An Employee who supports a person experiencing domestic violence may use their existing personal/carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter.

This sub-clause applies only where an Employee supports a person who is a member of their immediate family or household.

5.10. Pandemic Leave

5.10.1. An employee is entitled to twenty (20) days of paid pandemic leave per calendar year. This leave is in addition to any other form of leave to which an employee is entitled.

5.10.2. A health pandemic means a critical health issue, as identified by a declaration of a public health emergency made under Section 319 of the *Public Health Act 2005* (or its successors) with respect to an actual or potential health pandemic.

5.10.3. Pandemic leave is available to full-time and part-time and casual employees.

5.10.4. An Employee may take paid pandemic leave if any of the following occur:

- (a) The Employee has been diagnosed with an illness specified by a health pandemic;
- (b) The Employee is unable to undertake work duties because the College has been shut down because of a health pandemic;
- (c) The Employee is subject to a self-isolation or quarantine measures in accordance with a Commonwealth or State government policy;
- (d) The Employee is caring for another person who:
 - (e) has been diagnosed with an illness specified by a health pandemic; or
 - (f) is subject to self-isolation or quarantine measures in accordance with a Commonwealth or State government policy; and
- (g) The Employee has a child that attends a school or childcare center that is closed due to a health pandemic.

5.10.5. Pandemic leave does not accumulate from year to year.

5.10.6. The College may require an employee to provide satisfactory evidence to support a request for pandemic leave.

5.10.7. Where an Employee exhausts their entitlement to paid pandemic leave but otherwise meets the criteria for the taking of such leave, the Employee may access other forms of leave in accordance with the Agreement and or the NES.

5.10.8. In the case of casual employees, the employee:

- (a) Shall only be paid for periods which the employee was rostered to work and had accepted

the offer of those hours, and

- (b) Shall be paid at the employee's full rate of pay worked out as if the employee had worked the hours in the period for which the employee was rostered.

5.11. Public holidays

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

- 5.11.2. All work done by any Employee on:

- (a) the 1st January;
- (b) the 26th January;
- (c) Good Friday;
- (d) Easter Saturday (the day after Good Friday);
- (e) Easter Monday;
- (f) the 25th April (Anzac Day);
- (g) The Birthday of the Sovereign;
- (h) Christmas Day;
- (i) Boxing Day; or
- (j) any day appointed under the *Holidays Act 1983*, 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 4 hours.

- 5.11.3. Double time and a-half

For the purposes of clause 5.11, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

- 5.11.4. Annual show

All work done by an Employee in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the date of double time and a-half with a minimum of 4 hours.

- 5.11.5. Notwithstanding any other provision of clause 5. 11 when an Employee works on a public holiday such Employee shall be paid at the rate prescribed by clause 5. 11 for the particular holiday or by agreement between the Employee and the Employer may be paid at the ordinary rate and given a day off in lieu thereof within 28 days of the holiday occurring:

Provided that if an Employee subsequently works on the day in lieu of the deferred public holiday, such Employee shall be paid in accordance with the other provisions of clause 5. 11.2(j).

5.12. Community Service Leave

Community Service Leave shall be provided in accordance with the Community Service Leave provisions of the National Employment Standards contained within in the *Fair Work Act 2009* (Cth), provided that an Employee other than a casual Employee who is called up for jury service shall be entitled to payment as prescribed by the National Employment Standards, but such payment shall not be restricted to the first 10 days of absence.

5.13. Defence Reserves Service

- 5.13.1. The Employer acknowledges its responsibilities under the *Defence Reserve Service (Protection) Act 2001* (Cth), in releasing Reservists when they are called for service and for any training to prepare for that service.

- 5.13.2. Furthermore, in administering leave, the Employer may request written notification of the Australian Defence Force (ADF) Reserve service for the leave being applied for. The ADF has a standardised form called an “[AE 380, Tri-Service Notice of ADF Reserve Service](#)”, which is used by the Navy, Army and Air Force. The form is in two parts, the first part provides the details of the intended ADF Reserve service while the second part provides confirmation that the ADF Reserve service was completed.
- 5.13.3. Employees seeking release to undertake Reserve Service should apply for leave in a timely fashion and provide the aforementioned form in support of their application.

5.14. Incidental and peripheral tasks

- 5.14.1. An Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training.
- 5.14.2. An Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment (where relevant).
- 5.14.3. Any direction issued by an Employer pursuant to clauses 5.14.1 and 5.14.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

5.15. Position Descriptions

The Parties are committed to developing position descriptions where non currently existing, for all Employees as appropriate to the College. This development will be by a process of consultation with each relevant Employee or group of Employees as appropriate.

These are to take into account the following issues where appropriate:

- (a) clarification of current positions;
- (b) consultation regarding future position changes;
- (c) acknowledgment of current flexibility in positions of all Employees.

5.16. Induction

The Parties agree to develop and implement an agreed induction programme for all new staff. Such an induction programme shall include:

- (a) Provision of a position statement;
- (b) Provision of letter of appointment;
- (c) Identification of lines of support;
- (d) Provision of material relevant to the ethos and mission of the College;
- (e) Provision of documents relevant to the College, policy and procedures. e.g. discipline policies, College sport;
- (f) Provision of information documents relating to superannuation etc.;
- (g) Provision of information documents relating to Union coverage and benefits.

5.17. Job Security

The Parties agree that changes to work practices and productivity initiatives must be consistent with the operation of the College. The Parties further acknowledge that Employees are a critical element in the improvement of Quality Service Delivery. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought.

5.18. Appraisal

- 5.18.1. The College and the Employees acknowledge that appraisal forms an integral part of the process of continuous improvement.
- 5.18.2. Both teaching and non-teaching staff will participate in a performance planning and review

process, which links the requirements of current duties with professional development needs and provide opportunities for Employees to identify strengths and opportunities, set goals and identify training needs.

5.19. Efficient and Economical Use of Resources

The Parties agree to continually institute practices which will reduce College operating costs such as:

- (a) photocopy costs, use of paper;
- (b) cleaning costs, including monitoring the tidiness of classrooms, blackboards and desks;
- (c) energy usage, including use of air conditioning ensuring the most effective use.

5.20. Professional Development

The Parties are committed to enhancing the skills of all Employees through the provision of both internal and external professional development and training, with the College's resource capacity and linked to:

- (a) the goals of the College and its wider needs
- (b) the personal goals of Employees as related to their work
- (c) the appropriateness to the Employee.

5.21. Averaging Salaries Over the Year for Term Time Employees – Non Teaching staff

- 5.21.1. By agreement between the Employer and Employee involved, term time Employees' salaries may be averaged of the year. The salary component (excluding annual leave and loading) shall be:

$$\frac{\text{Weeks to be worked} \times \text{Weekly Rate}}{\text{Pays to year end}}$$

Where:

- Calculated weekly rate = Applicable rate determined by this Agreement and reduced proportionately where the part time Employee works less than 38 hours per week.
- Weeks to be worked = Projected number of weeks to be worked by the Employee to the year end.
- Pays to Year End = Number of pays to the end of year excluding the last 4 weeks.
- Annual leave and loading shall be paid to the Employees at the end of the last term and is calculated as follows:

$$\frac{\text{Calculated Weekly Rate} \times 4 \times \text{Weeks Worked}}{52}$$

Plus 17.5% loading

- 5.21.2. All such agreements in which clause 5.21.1 is used as the method of calculation shall operate to the exclusion of any other provision in this Agreement related to calculation of wages.

5.22. Camps

5.22.1. Teaching Staff

- (a) It is understood between the parties that attendance at camps by teachers is both honorary and voluntary. However, where the teacher contributes to the planning of the camp or where overnight attendance occurs, consideration will be given to time release and notified to the teacher prior to the teacher planning or attending the camp.
- (b) The parties acknowledge that the College may compensate teachers directed to attend College camps in a variety of ways.
- (c) Where a teacher is directed to attend a College camp in excess of the hours of duty requirements, compensation for directed attendance at the camp will be negotiated as

mutually agreed between the College and the teacher prior to the teacher going on the camp. If mutual agreement as to compensation cannot be reached, then the teacher will not be required to attend the camp.

5.22.2. School Officers

- (a) In the event of a School Officer being directed to attend a camp, the School Officer is entitled to be paid an overtime payment at the applicable rate as specified in clause 7.11 of this Agreement for any authorised work performed on account of the camp outside or in excess of the School Officer's ordinary or rostered hours, or time off in lieu instead of an overtime payment, as determined by the Employer in consultation with the School Officer.
- (b) Overtime taken as time off in lieu during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Whether payment is made at the rate specified in clause 7.11 of this Agreement for work performed outside or in excess of the School Officer's ordinary or rostered hours, or time off instead of payment is provided to an Employee directed to attend a College camp will be by agreement between the Employee and the College.

6. PART 6. CONDITIONS SPECIFIC TO TEACHING STAFF

6.1. Employment Categories

- 6.1.1. Teachers covered by the Agreement shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 6.2);
- (c) job share (as prescribed in clause 6.3);
- (d) casual (as prescribed in clause 6.4); or
- (e) fixed term (as prescribed in clause 6.5).

6.2. Part-time

- 6.2.1. The status and rate of payment of a part-time teacher as set out hereunder shall be determined by the College at the point of engagement.
- 6.2.2. The rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of prescribed salary for a teacher of equivalent teaching experience and academic qualification by 60. Part-time teachers employed in accordance with this provision shall accrue a pro rata entitlement to sick leave and vacation period based on the average weekly hours of employment.
- 6.2.3. No existing Employee will have the basis of his/her employment changed unless the change is agreed to by the Employee.
- 6.2.4. A part-time teacher in the secondary school shall be allowed time for corrections, assessments or evaluations at the College not less than at the rate of one hour for every five hours of teaching time. This time shall be paid at the appropriate part-time rate.
- 6.2.5. No part-time teacher shall be employed by the College for more than an aggregate of nineteen hours of actual teaching per week.
- 6.2.6. Notwithstanding the above, a part-time teacher fulfilling the role of specialist teacher or senior administration relief in the primary school may be employed for an aggregate of 22 hours per week.
- 6.2.7. A part-time teacher shall be deemed to have completed a year of service, for the purpose of this clause and this clause only when the aggregate amount of time paid in respect of work performed is 1000 hours.
- 6.2.8. Payment shall also be made at the prescribed rate to a part-time teacher whose class or classes

are not available unless notice of the unavailability of such classes has been given to the part-time teacher on the preceding school day.

6.3. Job share

- 6.3.1. "Job share" is defined as a mode of employment where the duties, responsibilities and benefits of an employment classification contained in this Agreement is shared between two (2) Employees.
- 6.3.2. A request may be made by an existing Employee to share the position the Employee is currently holding. The request must be made to the College and must identify the proposed division of the position. If the request is accepted by the College:
 - (a) The parties to the proposal must negotiate a mutually suitable division of the work, and;
 - (b) The residual position must be advertised.
- 6.3.3. A position subject to the job share arrangements as prescribed by this clause, is not regarded as a fixed term arrangement but rather continues for an indefinite period.
- 6.3.4. The salaries paid to job share participants shall be in accordance with the wages prescribed in Schedule A based on the percentage division of the work.
- 6.3.5. Employees subject to the job share arrangement prescribed by this clause shall be entitled to pro rata benefits of such leave, vacation periods, public holidays and all other accrued benefits to full-time Employees based on the percentage division of the work.
- 6.3.6. If a participating Employee is unable to attend for Duty because of illness, the other participant may be offered the day(s) work by the College. If the offer is accepted by the participant, the Employee may be paid as either a part-time or a casual Employee as prescribed by clauses 6.2 or 6.4 of this Agreement.
- 6.3.7. Should either participating Employee leave the employment of the College, the remaining Employee may be offered the residue of employment. If this offer is not accepted by the remaining participant, the provisions of clause 6.3.2 shall be followed.
- 6.3.8. The number of job share positions offered by the College shall not exceed one to 7 or fraction of 7 full-time Employees employed by the College.

6.4. Casual Teachers

- 6.4.1. A casual Teacher shall be employed on an intermittent basis to relieve a Teacher absent from Duty or to meet a short term staffing need.
- 6.4.2. A casual Teacher shall be employed for a minimum period of 3 hours and a maximum period of 5 days of teaching in respect of any one engagement. There shall be a minimum payment of 3 hours for each day so employed.
- 6.4.3. The rate of pay for a casual teacher shall be calculated by dividing the fortnightly rate of prescribed salary for a teacher of equivalent teaching experience and academic qualification by 60 and adding thereto a casual loading of 25%.
- 6.4.4. Casual Teachers in the Secondary School will be paid for preparation and correction time in accordance with clause 6.2.4. Casual Teachers will not receive such payment in respect of the first two (2) days of any one engagement.
- 6.4.5. The provisions of clause 6.2.7 relating to salary increments shall apply provided that 1,200 hours shall be substituted for 1,000 hours.

6.5. Fixed Term Employment

- 6.5.1. "Fixed Term Appointee" is defined as a Teacher appointed by the College to accommodate an identifiable short term need. Without limiting the application of the foregoing, an identifiable short term need could include:
 - (a) Special projects;

- (b) Proposed closure of the College;
 - (c) Special Government grants;
 - (d) Filling the position of a specified Employee who is on nominated leave from the College;
 - (e) Filling the position of an Employee arising from a resignation, where such position is declared vacant and no suitable permanent Employee is available.
- 6.5.2. Fixed term appointees will be employed for a period no greater than twelve (12) months and shall not be regarded as probationary Teachers. Provided that if the identifiable short term need exists after the twelve (12) month period, the fixed term appointment may be re-negotiated.
- 6.5.3. Any agreement reached between the Employer and an Employee as prescribed by this clause shall be in writing and signed by both parties, and shall clearly identify the terms, conditions and specific duration of the appointment.
- 6.5.4. Fixed term appointees shall be paid salary in accordance with the scale of salaries prescribed in Schedule A.

6.6. Salaries

The scale of minimum salaries as contained in Schedule A shall apply.

6.6.1. Progression – 3 Year Trained Teacher

- (a) A 3 Year trained Teacher shall be appointed at Band 1 Step 1.
- (b) Except as otherwise provided by this Agreement, progression from one salary Step to a higher salary Step shall be by annual increment up to the maximum salary of Band 2.
- (c) Except as otherwise provided by this Agreement, a 3 Year trained Teacher shall have access to Band 3 and shall complete 2 years service on Steps 1, 2 and 3 of Band 3 before progression to the next Step.

6.6.2. Progression - Additional qualifications – 3 Year Trained Teacher

A 3 Year trained Teacher who successfully completes further tertiary study to achieve the status of 4 Year trained Teacher shall as from 1 January or 1 July whichever is the first following such completion upon production of satisfactory evidence thereof have the appropriate salary Step determined according to the following table:

Salary Step	Salary Step
Band 1 Step 1	Band 2 Step 1
Band 1 step 2	Band 2 Step 2
Band 2 Step 1	Band 2 Step 4
Band 2 Step 2	Band 3 Step 1
Band 2 Step 3	Band 3 Step 2
Band 2 Step 4	Band 3 Step 3
Band 2 Step 5	Band 3 Step 4

The arrangements contained this clause shall not alter the date at which a Teacher progresses to the next salary Step on the scale where applicable.

6.6.3. Progression - Professional Development

- (a) Notwithstanding the provisions of clause 6.6.2, a 3 Year trained Teacher may apply for progression by annual increments through Band 3 subject to the following conditions:
 - (i) completion of at least 12 months service on Step 5 Band 2;
 - (ii) participation in 150 hours of accredited professional development activities undertaken no earlier than 1 January 1990 to be achieved at an annual average rate of not less than 30 hours (5 days) and to be undertaken outside the hours engaged in teaching; and
 - (iii) provision of a statement outlining the knowledge and skills acquired through participation in professional development.
- (b) Applications for progression shall be made through the Chief Executive Officer of the College and be subject to assessment and recommendation to the College authority by a panel consisting of:
 - (i) a representative of the College;
 - (ii) a representative of the Teacher seeking progression;
 - (iii) a representative jointly agreed to.
- (c) Applications shall include:
 - (i) certification of participation in accredited professional development activities by activity providers;
 - (ii) a brief statement on a standard agreed, outlining the additional knowledge and skills acquired and their application in the Teacher's work.
- (d) No Teacher shall be required to undergo classroom or other inspection for the purposes of certification.
- (e) The review panel shall make a recommendation to the College as to whether in its opinion the Teacher has satisfied the eligibility criteria in this clause.
- (f) A Teacher shall retain all rights under the Act.
- (g) A Teacher who is certified as having satisfied the requirements contained in clause 6.6.3 (a) shall be entitled to progress to the next Step in Band 3 from the date of application or on the completion of 12 months' service on their current Step which shall be no lower than Step 1 of Band 3 whichever is the later and shall progress thereafter by annual increments to the maximum salary of Band 3.

6.6.4. Incremental Progression – Four Year Trained Teacher

- (a) A 4 Year trained Teacher shall be appointed at Band 2 Step 1.
- (b) A Teacher admitted to the service as a 4 Year trained Teacher who has an Approved bachelor's degree with first and second degree honours from a recognised University plus one Year of Teacher education or 2 Approved degrees from a recognised university plus one Year of Teacher education shall commence on the salary prescribed for Step 2.
- (c) Except as otherwise provided by this Agreement, progression from one salary Step to a higher salary Step shall be by annual increment up to a maximum salary of Band 3.

6.7. Salary increments

- 6.7.1. Subject to satisfactory conduct, diligence, and efficiency, a Teacher shall receive annual increments in salary according to the scale of salaries applicable until the Teacher receives the maximum salary for which the Teacher is eligible under this Agreement.
- 6.7.2. From the first full pay period on or after 1 July 2023, a teacher (other than a casual teacher) shall progress to the classification of Senior Teacher, provided that the teacher has completed three (3) years of full-time equivalent service on Band 3 Step 4.

6.7.3. Experienced Senior Teacher

During the life of this Agreement the College is committed to considering the implementation of an Experienced Senior Teacher classification, with a view to include such terms in a future agreement.

6.8. Hours of Duty - Teachers

The total programmed hours shall be up to 31 hours, 15 minutes per week, worked between Monday and Friday.

6.8.1. Contact Time

Classroom contact time shall be 22 hours 40 minutes per week and shall include programmed pastoral care, teaching and sporting activities.

6.8.2. Preparation and Correction

- (a) In addition, two and a half (2½) hours release time for Primary and three and a half (3½) for Secondary) for preparation and correction shall be allocated.
- (b) Where the minimum amounts of preparation and correction time is unable to be accessed due to planned College activities, timely consultation will occur at the College level to make alternative arrangements with the teacher for the replacement of such time within the school term.
- (c) Where the minimum preparation and correction entitlement cannot be provided to a primary teacher due to the absence of a relieving teacher, the parties shall endeavour to identify alternative arrangements for the release time within the school term.

6.8.3. Other Duties

The remaining hours shall be defined as 'other duties' and shall include playground, transport, staff meetings, parent/teacher consultation, prayer etc. and 50 minutes per week paid morning tea break.

6.8.4. Validation and Individual Support Plan

In addition to the programmed hours, Teachers may be required for up to one (1) hour to participate in the Validation, Individual Support Plan, and/or similar tasks to assist students.

6.8.5. Extra-Curricular Duties

Extra-curricular activities shall be honorary and voluntary.

6.8.6. Additional Hours per Term

There shall be a quantum of three (3) hours per term which will be required for attendance at special activities for particular groups.

6.8.7. Length of School Year

The School-year shall be regarded as 39 weeks, provided that 2 pupil free days previously associated with the Easter vacation period shall be replaced by "Twilight" in-service sessions throughout the year. (Public holidays which fall within this time will be observed.)

Professional Development and other student free activities will be included in this period. The details of timing will be negotiated at the College.

6.8.8. Religious and Cultural Days

The hours not worked for religious cultural holidays may be allocated to pupil free days based on a day being equivalent to five (5) hours.

6.9. Graduate Teachers

- 6.9.1. The College is committed to the appropriate induction and support for new graduate teachers embarking on a career as a teacher.

6.9.2. The following support shall be provided to graduate teachers in the first year of employment:

- (a) An induction and orientation of the College;
- (b) A formal induction program including professional development support;
- (c) Allocation of an experienced teacher mentor; and
- (d) Additional release time to enable the graduate teacher to undertake activities such as:
 - (i) Observation of exemplary teaching practice;
 - (ii) Joint and structured planning;
 - (iii) Mentoring meetings; and
 - (iv) Professional development.

6.10. Leadership Allowance

The clause applies to a teacher in the College appointed to carry out additional responsibilities as described in this clause.

6.10.1. Eligibility

- (a) A leadership allowance will be paid to an Employee where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.
- (b) An allowance is linked to a position of leadership rather than tied to an individual Employee.
- (c) The Chief Executive Officer of the College determines who holds a position that is eligible for a leadership allowance.

6.10.2. Notification

- (a) The Chief Executive Officer will provide written advice to an Employee in the receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (b) The Chief Executive Officer will advise the Employee of the level to which the position equates.

6.10.3. Structure of the Leadership Allowances

- (a) Leadership allowances as contained in Schedule A will be applied during the life of this Agreement.
- (b) Where the position of leadership is shared, the payments may also be shared.

6.10.4. Release Time for Leadership Positions

- (a) Heads of Department and Double Coordinators shall receive three (3) hours of additional release time to perform duties related to the role, and
- (b) Coordinators shall receive two (2) hours of additional release time to perform duties related to the role.

6.11. Highly Accomplished and Lead Teachers

6.11.1. Eligibility

A teacher with full registration through the Queensland College of Teachers (QCT) who has successfully completed certification for Highly Accomplished Teacher (HAT) or Lead Teacher status through a nationally recognised certifying authority will be eligible to receive HAT or Lead Teacher recognition under this Agreement (Eligible Teacher).

A teacher must provide evidence to the satisfaction of the College that they have gained HAT or Lead Teacher status.

6.11.2. Remuneration

An Eligible Teacher will receive the applicable HAT or Lead Teacher salary contained in Schedule A of this Agreement for as long as their certification remains current.

6.11.3. Positions of Added Responsibility and HAT/Lead Teachers

Recognising that HAT/Lead Teacher is a distinct classroom-based career pathway a teacher will not be able to access remuneration for both a Position of Added Responsibility and a HAT/Lead Teacher.

Teachers who choose to occupy Positions of Added Responsibility who are also accredited as HAT or Lead Teacher will be paid the higher of either the Position of Added Responsibility or HAT/Lead Teacher role.

6.11.4. Roles and Duties of Highly Accomplished and Lead Teachers

The role and duties of a teacher who obtains HAT or Lead Teacher certification will be identified and confirmed by consultation between the Chief Executive Officer and teacher provided they are consistent with the Australian Institute for Teaching and College Leadership (AITSL) standards (as amended or replaced from time to time).

6.11.5. Currency

Teachers must maintain the currency of their certification for the classification and salary to be continued. Where renewal is not confirmed, or if the certification is otherwise revoked by the certifying authority, teachers will revert to the relevant salary applicable to the teacher's level of experience under this Agreement.

Teachers are responsible for providing original or certified copies of their documentation confirming their credentials to their employer.

6.12. Overtime

6.12.1. A Teacher required to work in excess of 31 hours 15 minutes, shall be paid at the rate specified in Schedule A for the time so worked.

6.12.2. Clause 6.12 will not apply to a Teacher where that Teacher is excluded by the provisions of a Schedule to this Agreement.

6.13. Student and Teacher Support

The College agrees to investigate ways to support students and teachers, especially in the lower primary school i.e. P-2 classes.

6.14. Definitions

- (a) "Approved" used in relation to course, diploma, degree, or university, means a course, diploma, degree or university acceptable to or recognised by the Queensland College of Teachers.
- (b) "4 Year Trained Teacher" means a person appointed as a Teacher who holds an Approved degree from a recognised tertiary education institution or an Approved equivalent tertiary qualification plus at least one Year of Teacher education or such other qualifications recognised by the Employer as equivalent to one Year of Teacher education.
- (c) "Primary School" means any school not under the direct control of the Department of Education which provides primary education. There may be attached to it, a Secondary Department.
- (d) "Secondary School" means any school not under direct control of the Department of Education (Queensland) which prepares candidates for the Junior Certificate and/or the Senior Certificate as issued by the Queensland Studies Authority or comparable examinations of educational standard.

- (e) "Teacher" means and includes any Employee other than the headmaster/headmistress or Chief Executive Officer, who is ordinarily engaged in teaching full-time or part time on the staff of a school.

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

- (f) "3 Year Trained Teacher" means a person appointed as a teacher with 3 years of Teacher education or such other qualifications as may be recognised by the Employer for this purpose.
- (g) "Year" used in relation to an Approved university course or an approved course from a comparable institution means the subject requirements specified for a Year of a full-time course or an equivalent number or point value of subjects which are relevant to subjects being taught.
- (h) "Year of Service" for the purpose of assessing the salary payable to a Teacher shall be determined with due regard to their qualifications and years of service in a capacity equivalent to the particular category of Teacher in a school or schools to which this Agreement applies, in a school or schools controlled by the Department of Education (Queensland), and such other teaching service as the employing school might recognise.

7. PART 7 CONDITIONS SPECIFIC TO SCHOOL OFFICERS

7.1. Coverage of this Part

- 7.1.1. School officers shall mean those Employees who are not employed as teachers but whose duties are ancillary to and/or involved in the educational process; and who may have been described as teachers aides, librarians, library aides, laboratory assistants, audio-visual aides, scientific personnel, school secretaries, school assistants, school officers and other non-teaching Employees; but excluding persons employed as grounds-persons; nurses; builders; carpenters; manual labourers; estate hands; bus drivers; cleaners; cooks; domestics; kitchen and laundry hands; housekeepers; school maintenance assistants; and waiters.
- 7.1.2. Notwithstanding clause 7.1.1, this Agreement shall not apply to those Employees employed at the School who may be commonly described as bursars, school accountants and managers.

7.2. Contract of employment

- 7.2.1. Each Employee other than a casual Employee shall be advised in writing at point of engagement and at other times when varied in accordance with this Part, the following:
- (a) The nature of engagement as either full-time or such other category as provided in clause 7.2.2.
 - (b) If not full-time, the weeks the Employee is to be employed.
 - (c) The days of the week the Employee is to be employed.
 - (d) The normal starting and finishing time for each day's employment.
 - (e) The duration of the engagement in respect of employment for a fixed period.
- 7.2.2. Employment categories are:
- (a) full-time which means an Employee engaged to work 38 ordinary hours per week on the basis of 52 weeks per annum;
 - (b) part-time (as prescribed in clause 7.3);
 - (c) casual (as prescribed in clause 7.4); or
 - (d) term-time Employee (as prescribed in clause 7.5); or
 - (e) fixed term Employee (as prescribed in clause 7.5).

7.3. Part-time Employment

- 7.3.1. A part-time Employee is an Employee who:
- (a) is employed for less than 38 ordinary hours per week on the basis of 52 weeks per annum; and
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.
- 7.3.2. At the time of engagement, the Employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the normal daily starting and finishing times.
- 7.3.3. Any variation to the Employee's ordinary hours including the work pattern, will be by mutual agreement between the Employer and the Employer and recorded in writing.
- 7.3.4. All time worked outside the spread of ordinary working hours and the Employees normal starting and finishing times of ordinary hours will be overtime and paid for at the rates prescribed in clause 7.11 - Overtime, of this Agreement.
- 7.3.5. A part-time Employee employed under the provisions of clause 7.3 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 7.3.6. Where a public holiday falls on a day upon which an Employee is normally employed, that Employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 7.3.7. Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an Employee transfers from full-time to part-time (or vice-versa), all accrued Agreement and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

7.4. Casual Employment

- 7.4.1. Casual Employee means an Employee engaged and paid as such and who is employed by the hour for a maximum period of 20 working days on any one engagement.
- 7.4.2. A casual Employee shall be paid an hourly rate equal to 1/38th of the weekly rate for a full-time Employee plus 25 per cent with a minimum payment of 2 hours for each day's engagement.

7.5. Term Time and Fixed Term Employment

- 7.5.1. Term-time or fixed period Employees shall be entitled to be paid an hourly rate for ordinary hours worked equal to the appropriate weekly full-time rate divided by 38.
- 7.5.2. Employees under clause 7.5 shall be entitled to receive pro rata entitlements to annual leave and personal/carers leave in accordance with clauses 5.3 and 5.4 of this Agreement.
- 7.5.3. Where a public holiday falls on a day upon which an Employee is normally employed, that Employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 7.5.4. "Term-time Employee" is a continuing Employee engaged to work:
- (a) 38 ordinary hours per week but less than 52 weeks per annum; or
 - (b) Less than 38 ordinary hours per week and less than 52 weeks per annum.
- 7.5.5. "Fixed Term Appointee" is defined as an Employee appointed by the College to accommodate an identifiable short term need. Without limiting the application of the foregoing, an identifiable short term need could include:
- (a) Special projects;

- (b) Proposed closure of the College;
- (c) Special Government grants;
- (d) Filling the position of a specified Employee who is on nominated leave from the College;
- (e) filling the position of an Employee arising from a resignation, where such position is declared vacant and no suitable permanent Employee is available.

7.6. Classification Process

- 7.6.1. The Employer shall determine the classification of a position through the following process.
- (a) An analysis is to be undertaken to establish the skills and responsibilities required for each identified position and a position description written for each position.
 - (b) Each position is classified by reference to the classification criteria set out in clause 7.6.4 using the position description developed in accordance with clause 7.6.1(a).
 - (c) Employees are appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on years of service as defined in clause 7.8.1.
- 7.6.2. If at any time an Employee or the Employer considers that the skills and responsibilities as required by the Employer for a position have altered or do not reflect the classification determined, a review of the classification applicable to the position is to be undertaken in accordance with clause 7.6.1 and an appropriate classification determined. However, except in exceptional circumstances such as a change in the skill and/or responsibility required, or a change in the conditions under which the work is performed, no Employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12-month period.
- 7.6.3. Where a disagreement arises as to the outcome of a classification review, it will be dealt with under the dispute settlement procedure contained in clause 2.3 of this Agreement. At any meeting specified in clause 2.3.3 the person who made the decision about the classification review shall, wherever possible participate.
- 7.6.4. Classification criteria
- (a) Classification criteria are guidelines to determine the appropriate classification level under this Part and consist of characteristics and typical duties and skills.
 - (b) The characteristics are the principal guide to classification as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The characteristics of a level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated characteristics should not be used to justify the classification of a position.
 - (c) The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They reflect the competencies of a particular level. They are an indicative guide only and at any particular level Employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill or many of them depending on the particular work allocated to them. Typical duties/skills should not be used as the primary determinant in classifying Employees but may be useful if the characteristics of a level cannot be easily applied in an individual instance.

Some of the Characteristics have been included in the Typical Skills/Duties at each level. Where there is inconsistency between the Characteristics and the Typical Skills/Duties, the Characteristics will prevail over the Typical Skills/Duties.
 - (d) The key issue to be looked at in properly classifying an Employee is the level of initiative, responsibility/accountability, competency and skill that an Employee is required to exercise in performing the Employee's work within the parameters of the characteristics, read as a whole, of the position.

- (e) It should be noted that some typical duties/skills appear at one level only while others appear at more than one level. Because of this, the classification or reclassification of a position needs to be done by reference to the specific characteristics of the level. As an example, because an Employee may be utilising a skill comprehended at a higher level than that to which the Employee has been appointed, the Employee assumes the level of initiative, accountability/responsibility, skill and competency envisaged by the characteristics of the higher level.
- (f) Level 1 in the structure may be applied as a level at which Employees learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are utilised by the Employer, progression through the structure may be possible.

7.6.5. Subject to the provisions of Schedule A applicable to the wage classifications of School Officers, all Employees not employed as teachers and whose classifications are included in the clause 7.1 and subject to this Part shall be classified into one of the following levels:

LEVEL 1

Level 1 in the structure may be applied as a level at which Employees learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are utilised by the Employer, classification to higher levels within the structure may be possible.

A position shall be graded at this level where the principal characteristics of the position, as required by their Employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole. Supervision of Employee

- Work is performed under close supervision either as an individual or in a team environment.
- Work is regularly checked.
- Less direct guidance and some autonomy may be involved when working in teams.

Competency required for position

- Competency at this level involves application of knowledge and skills to a limited range of tasks and roles.
- There is a specific range of contexts where the choice of actions required is clear.
- Competencies are normally used within established routines, methods and procedures that are predictable.
- Judgment against established criteria is also involved.

Formal qualifications/experience

- Junior certificate is the minimum formal qualification. No experience is required.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Perform a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records.
- Operate routine office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, franking machine, calculators, etc.
- Operate audio visual equipment at a basic level.
- Attend to front counter and refer enquires to the appropriate member of staff.
- Carry out minor cash transactions including receipting, balancing and banking.

- Monitor and maintain stock levels of stationery/materials for office/department within established parameters including reordering.
- Prepare and clean away materials for display/use in classroom or libraries under instruction of a higher level officer or member of the academic staff.
- Carry out minor maintenance of equipment and material.

LEVEL 2

An Employee in a position at this level performs work above and beyond the skills of an Employee in a position at Level 1.

A position shall be graded at this level where the principal characteristics of the position as required by the Employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole. Supervision of Employee

- An Employee in a position at this level works under direct and/or routine supervision depending on function.
- An Employee's work is intermittently checked.
- Supervision may take the form of general guidance where working in teams is involved.
- Supervision may involve detailed instructions in some situations.

Supervision of Other Employees

- Within a team responsibility for some roles and coordination may be required.
- Provide guidance to other Employees at a lower level.
- Provide assistance to less experienced Employees at the same level.

Competency required for position

- Competency at this level involves application of knowledge and skills to a range of tasks and role.
- There is a defined range of contexts where the choice of actions required is clear.
- There is limited complexity of choice of actions required.
- Competencies are normally used within established routines methods and procedures.
- Discretion and judgement about possible actions are involved in some cases.

Formal qualifications/experience

- Junior certificate is the minimum formal qualification. No experience is required.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Perform a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records.
- Operate routine office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, franking machine, calculators, etc.
- Attend to front counter and refer enquires to the appropriate member of staff.
- Assist student learning, either individually or in groups, under the direct supervision of an academic staff member.
- Prepare and clear away materials for display/use in classrooms or libraries under instruction of a higher level officer or member of the academic staff.

- Process basic library transactions such as issues and returns, produce overdue lists, entry of orders in a computerised system, perform stock-takes, entering of accession information into computer.
- Operate and demonstrate the use of audio-visual equipment where there is limited complexity.
- Maintain a booking system for equipment use and organisation of repairs and replacement of equipment.
- Record audio/video programs and maintain a catalogue system of such recordings in accordance with established routines, methods and procedures.
- Carry out minor cash transactions including receipting, balancing and banking.
- Monitor and maintain stock levels of stationery/materials of an office/department within established parameters including reordering.
- Provide assistance with an academic programme where limited discretion and judgment are involved.
- Within a defined range of contexts, where the choice of actions is clear, maintain science equipment, materials and specimens.
- Under direct supervision, assist in design/demonstration of experiments and scientific equipment under the supervision of academic staff member.

LEVEL 3

An Employee in a position at this level performs work above and beyond the skills of an Employee in a position at level 2.

A position shall be graded at this level where the principal characteristics of the position, as required by the Employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole. Supervision of Employee

- An Employee in a position at this level works under limited supervision.
- An Employee's work may be checked in relation to overall progress.
- Supervision may take the form of broad guidance.
- A level of autonomy may be involved when working in teams.

Supervision of Other Employees

- Limited responsibility for the work of others may be involved.
- Team co-ordination may be required.
- Assistance and/or guidance may be provided to other Employees.

Competency required for position

- Competency at this level involves application of knowledge with depth in some areas and a broad range of skills.
- There is a range of roles and tasks in a variety of contexts.
- There is some complexity in the extent and choice of actions required.
- Competencies are normally used within routines, methods and procedures.
- Some discretion and judgement is involved in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

Formal qualifications/experience

Tertiary qualifications at certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the Employer as necessary to successfully carry out the duties of the position.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Carry out a wide range of secretarial and clerical duties at an advanced level, including, typing, word processing, maintain manual and computerised records, and shorthand.
- Handle administration enquires from staff/students/parents/public.
- Enter financial data into computer and prepare financial and management reports for review and authorisation by senior management.
- Prepare and process payroll within routines, methods and procedures.
- Carry out bank and ledger reconciliations.
- Maintain petty cash.
- Assist with preparation of internal and external publications.
- Provide administrative support to senior management. Arrange appointments and diaries and prepare confidential and general correspondence.
- Assist in the enrolment function including handling initial enquires and arranging interviews.
- Prepare government and statutory authority returns for authorisation under supervision.
- Provide academic programme assistance where some discretion and judgement are involved.
- Under supervision assist in the design/demonstration of experiments where some discretion and judgement are involved.
- Limited responsibility for the work of other assistants in a laboratory.
- Assistance and/or guidance may be provided for other assistants in a laboratory.
- Provide technical assistance in the operation of the library where some discretion and judgement are involved.
- Search and verify bibliographical data where some discretion and judgement are involved.
- Copy catalogue books, magazines, journals and recorded material, maintain library circulation systems.
- Produce display and publicity materials.
- Carry out liaison between the school, the student and the student's family where some discretion and judgement are involved.
- Assist staff and students in accessing library information where some discretion and judgement are involved.
- Assist staff and students in use of library equipment where some discretion and judgement are involved.
- Assist in supervision of students in the library where some discretion and judgement are involved.
- Assist student learning, where some discretion and judgement is involved, including evaluation and assessment, under the supervision of an academic staff member, of the learning needs of students.

LEVEL 4

An Employee in a position at this level performs work above and beyond the skills of an Employee in a position at level 3.

A position shall be graded at this level where the principal characteristics of the position, as required by the Employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole. Supervision of Employee

- Work is carried out under general supervision.
- Progress and outcomes sought are under general guidance.

Supervision of Other Employees

- The work of others may be supervised.
- Teams may be guided or facilitated.
- Responsibility for the work and organisation of others in limited areas.
- Training of subordinate staff may or may not be required.

Competency required for position

- Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills.
- There is a wide variety of tasks and roles in a variety of contexts.
- There is complexity in the ranges and choice of actions required.
- Competencies are normally used within a variety of routines, methods and procedures.
- Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

Formal qualification/experience

Tertiary qualifications at certificate level or equivalent qualifications relevant to the position may be required by the Employer or knowledge qualifications and experience as are deemed by the Employers as necessary to successfully carry out the duties of the position.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Advanced application of computer software packages.
- Provide administrative support to senior management at a higher level than at level 3 where discretion and judgment are required.
- Initiate and handle correspondence, which may include confidential correspondence.
- Calculate and maintain wage and salary records for a large payroll utilising a variety of routines, methods and procedures.
- Apply inventory and purchasing control procedures, prepare monthly summaries of debtors and creditors ledger transactions and reconcile these.
- Control the purchase and storage function for a discrete department.
- Within a variety of routines, methods and procedures and with depth of knowledge in some areas, demonstrate to staff and students the use of complex audio visual or computer equipment.
- Within a variety of routines, methods and procedures and with depth of knowledge in

some areas, monitor performance of and carry out repairs to specialised equipment.

- Within a variety of routines, methods and procedures and with depth of knowledge in some areas, supervise and maintain the hardware and software components of a computer network and provide user support.
- Assist student learning, either individually or in groups, under the general supervision of an academic staff member(s). Employees at this level are required to exercise discretion and judgement to modify education programmes to meet the learning needs of specific students.
- Carry out liaison between the school, the student and the student's family where discretion and judgement are required in relation to the planning, actions and achieving outcomes.
- Design and demonstrate experiments within a variety of routines, methods and experiences under the supervision of academic staff members where discretion and judgment are required.

LEVEL 5

An Employee in a position at this level performs work above and beyond the skills of an Employee in a position at level 4.

A position shall be graded at this level where the principal characteristics of the position, as required by the Employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole. Supervision of Employee

- An Employee in a position at this level works under general supervision and/or broad guidance depending on function.

Supervision of Other Employee

- The work of others may be supervised.
- Teams may be guided.
- Responsibility for the planning and management of the work of others may be involved.
- Supervision and training of staff in lower level positions may or may not be involved.

Competency required for position

- 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.
- Discretion and judgement are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

Formal qualifications/experience

Tertiary qualifications at associate diploma/diploma level or equivalent qualifications relevant to the position may be required by the Employer or knowledge, qualifications and experience that are determined by the Employer as necessary to successfully carry out the duties of the position.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Provide executive support to senior management and associated committees concerning designated aspects of school management.

- Direct and supervise the work of other staff.
- Oversight the operations of the school's office and other administrative activities, in the areas of enrolment, equipment and statistical staffing returns.
- Ensure deadlines and targets are met. Prepare the accounts of the school to operating statement stage and assist in the formulating of period and year end entries.
- Provide specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level or knowledge and experience that are determined by the Employer as necessary to successfully carry out the duties of the position in areas such as the operation of a library/resource centre, laboratory or information technology. This may also include developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member/s.

LEVEL 6

An Employee in a position at this level performs work above and beyond the skills of an Employee in a position at level 5, demonstrating work of a professional nature.

A position shall be graded at this level where the principal characteristics of the position, as required by the Employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole. Supervision of Employee

- An Employee at this level works under limited guidance in accordance with a broad plan or strategy.

Supervision of Other Employees

- 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.

Competency required for position

- Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills.
- Competencies are normally applied independently and are substantially non-routine.
- Competency at this level involves the delivery of professional services within defined accountability levels.
- Employees may operate individually or as a member of a team.
- Significant discretion and judgement is required in planning, design, of professional, technical or supervisory functions related to services, operations or processes.
- Employees at this level are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.

Formal qualifications/experience

- Formal qualifications at degree level are required.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Operate and be responsible for a structurally and/or operationally defined section.
- Provide professional advice to staff and students in the officer's area of expertise.

- Prepare advice, reports, proposals or submissions for the senior executives of the school and/or outside bodies.
- Within defined accountability levels, perform professional activities which may include: Responsibility for planning and development of programs of structured learning activities; guidance and counselling services; and information services, within the Employee's area of expertise.

LEVEL 7

An Employee in a position at this level performs work above and beyond the skills of an Employee in a position at level 6.

A position shall be graded at this level where the principal characteristics of the position, as required by the Employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole. Supervision of Employees

- An Employee in a position at this level is accountable to the school or college administration for the conduct of their work.
- Within the constraints set by management, an Employee works autonomously and is responsible for the professional content of the work performed.

Supervision of Other Employees

- An Employee at this level may be required to provide active supervision of and be responsible for other staff.

Competency required for position

- Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area.
- An Employee at this level is expected to carry out a high proportion of tasks involving complex, specialised or professional functions.

Formal Qualifications/Experience

Formal qualifications at degree level are required, along with relevant post graduate qualifications or extensive and relevant experience, as required by the Employer, to reflect higher levels of professional outcomes.

Typical Duties/Skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Undertake more complex professional activities above and beyond those required in Level 6, involving the selection and application, based on professional judgement, of new and existing techniques and methodologies.
- Provide advice to the senior executive of the school on the operational and/or future directions of the Employee's section and to contribute to the development of that section in the educational context of the school. Such advice may be given in specialist areas.

7.7. Incremental Advancement

- 7.7.1. Each level of the structure has varying pay steps which provide for yearly service increments within a level. Such increments are payable subject to satisfactory performance but will not be unreasonably withheld by the Employer without due process.
- 7.7.2. For the purposes of establishing the entitlement of an Employee to a yearly pay increment a year's service shall constitute 1976 hours of duty.

7.7.3. Progression from one level to a higher level is either by appointment to such higher level as a result of vacancy at that level or the Employer requiring an Employee to perform at a higher level in accordance with the classification criteria set out in clause 7.6.2.

7.7.4. An Employee may be appointed to a higher level without having progressed through all paypoints within a lower level.

7.8. Recognition of Previous Service for Salary Purposes

7.8.1. Recognition of years of service for salary purposes shall include all previous service as a school officer within the non-government education industry at or above the classification level of the position to which the Employee is appointed on and from the 27 February 1995.

7.8.2. The provision of documentary evidence of previous employment as a school officer shall be the responsibility of the Employee.

7.8.3. Notwithstanding the above other forms of documentary evidence may be accepted at the discretion of the Employer.

7.9. Wages

7.9.1. Adult Wages

The minimum rates of pay for adult Employees shall be as set out in Schedule A for School Officers.

7.9.2. Junior Wages

The rates of pay for junior Employees at Level 1 and 2 only shall be as follows:

	Percentage of appropriate adult minimum 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

Juniors appointed to level 3 positions or above shall be paid the appropriate rate for that level.

7.10. Hours of Work

7.10.1. The ordinary hours of work for an Employee shall not exceed 38 hours per week.

7.10.2. Such ordinary hours of work shall be worked continuously (except for meal breaks) between 7.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive.

7.10.3. The normal starting and finishing times of ordinary hours shall be established at the point of engagement and may only be varied by the Employer with 2 weeks' notice, or shorter period by mutual agreement.

7.11. Overtime

7.11.1. Except as provided in clause 7.11.2, all time worked outside of the hours prescribed in clause 7.10.2 and the normal starting and finishing times shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter, except for overtime performed on a Sunday, which will be paid at the rate of double time.

7.11.2. Time in Lieu

(a) In lieu of payment of overtime as provided in clause 7.11.1, an Employee:

(b) May bank hours so worked and then access these hours as Time off in Lieu (TOIL) of overtime in consultation with the Chief Executive Officer;

(c) Utilisation of TOIL shall take into consideration the operational needs of the College, continuity of work, accumulation of days and require mutual consent of the Chief Executive

Officer and the Employee, however, generally such time would be expected to be accessed during vacation periods;

- (d) Notwithstanding the above, any time accrued and not availed of prior to the commencement of the mid-summer vacation period may be directed to be taken at that time.
- (e) On termination of the employee's employment, time worked in lieu by the employee under this clause which has not been taken, must be paid to the employee at the overtime rate applicable to the overtime at the time it was worked.

7.12. Rest Pauses

- 7.12.1. Full-time Employees shall receive a paid rest pause of 10 minutes' duration in the first half and the second half of each day worked.
- 7.12.2. Employees other than full-time who work a minimum of three (3) consecutive ordinary hours but no more than 6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work in excess of 6 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- 7.12.3. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 7.12.4. Notwithstanding the foregoing, where the Employer and the Employees agree the rest pauses may be combined.

7.13. Meal Break

An Employee who works more than five (5) hours shall be entitled to an unpaid meal break of not less than half an hour and not more than one hour per working day.

7.14. Concessional Leave

Employees required to take annual leave during the Mid-summer vacation College close down period shall be granted one day's leave without debit to their annual leave account.

7.15. Employment Status

The Parties agree to review existing staffing profiles for School Officers and other non-teaching staff with a view to making recommendations on establishing continuing status for term-time Employees where this does not currently exist.

7.16. First Aid and Related Allowance

- 7.16.1. School Officers who are appointed to positions classified at Level 1, 2, or 3 and are required to be aware of a student or students with medical conditions and are able and required to participate in the administration of medication or emergency treatment to such student or students on the basis of treatment regimes advised by parents, will receive an allowance at the rate set out in Schedule A.
- 7.16.2. School Officers who hold a QAS first aid qualification (or equivalent) and are appointed as a first aid officer will be paid an allowance at the rate set out in Schedule A.
- 7.16.3. A School Officer will only be entitled to receive one of the allowance prescribed in clause 7.16, but not both. Such allowance will be absorbable into any over-agreement payments.

7.17. Vehicle Allowance

Employees required by the College to use their personal motor vehicle in the performance of their duties will be paid an allowance of \$0.92 per kilometer.

8. PART 8. CONDITIONS SPECIFIC TO CARETAKING AND MAINTENANCE STAFF

8.1. Employment Conditions

The employment conditions for Caretaking and Maintenance Staff shall be as contained in Part 7 – Conditions Specific to School Officers, except for the determination of wages and classification levels shall be as contained in Part 8. This is notwithstanding that this category of Employee is identified in that Part as being exempted from application of Part 7.

8.2. Wages

Subject to the provisions of Schedule A applicable to the wage classifications of Caretaking and Maintenance Staff, all Employees subject to this Part shall be classified into one of the following levels:

Level 1

“Level 1 Employee” is an Employee who is undertaking induction training to a maximum of 3 months which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality assurance and who is being assessed on their ability to undertake duties to a higher level. An Employee at this level performs routine duties to the level of their training and:

- exercises minimal judgement;
- works under direct supervision; or
- is undertaking training so as to enable the Employee to perform work at Level 2.

Level 2

“Level 2 Employee” is an Employee who performs work to the level of their training. Indicative of the tasks which an Employee at this level may perform are the following:

- (i) Watch, guard or protect persons and/or Premises and/or property.
- (ii) Be stationed at an entrance and/or exit and whose principal duties include the control of movement of persons, vehicles, goods and/or property coming out of or going into Premises or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and includes an area or door attendant or commissionaire in a commercial building.
- (iii) Respond to basic fire/security alarms at the designated post.
- (iv) In performing the duties referred to above, the security officer may be required to use electronic equipment such as hand-held scanners, walk-through detectors and simple closed circuit television systems utilising basic keyboard skills.
 - A. Caretaker.
 - B. Cleaner.
 - C. Watchperson.

Level 3

“Level 3 Employee” is either:

- (a) An Employee who performs work above and beyond the skills of a Level 2 Employee to the level of their training.

Indicative of the tasks which an Employee at this level may perform are the following:

- (i) Securing, watching, guarding and/or protecting as directed, including responding to and attending to alarm signals, and required to patrol in a vehicle two or more separate

establishments or sites.

- (ii) Monitoring and responding to electronic intrusion, detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems).
- (iii) Monitoring and operating integrated intelligent building management and security systems, terminating at a visual display unit or computerised print out, which requires data input from the security officer.

Or

- (b) An Employee performing the duties of a Cleaner, who in addition is engaged for the greater part of each day or shift on any of the following tasks, or a combination of such tasks:
 - (i) Ordering supplies and receiving deliveries and/or being given the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments and/or an Employee performing customer or public relations or other duties as required.
 - (ii) Carpet cleaning – operating equipment used in any or all of the following methods – powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly called “steam cleaning”).
 - (iii) Cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun’s chairs, hydraulic bucket trucks or similar devices.
 - (iv) Operating “Ride-On” powered sweeping machines.
 - (v) Operating steam cleaning and pressure washing equipment on the exterior of buildings.

[Note: An Employee may undertake a combination of duties within the range of activities described in (a) or (b) above.]

Level 4

“Level 4 Employee” is an Employee who either:

- (a) Performs work above and beyond the skills of a Level 3 Employee, to the level of their training, and co-ordinates the work of other caretaking/maintenance Employees working in a team environment.

Indicative of the tasks which an Employee at this level may be required to perform are the following:

- (i) Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station.
- (ii) Keyboard operation to alter the parameters within an integrated intelligent building management and/or security system.
- (iii) Co-ordinating, monitoring or recording of the activities of other Employees utilising a verbal communications system within a central station.
- (iv) May be required to perform the duties in addition to supervision.

Or

- (b) Is entrusted with the supervision of cleaning as a principal responsibility and/or who may be required to generally superintend and maintain a building or buildings and/or building equipment and who may also perform the duties of lower level Employee as required.

9. PART 9 CONDITIONS SPECIFIC TO NURSING STAFF

9.1. Employment Conditions

The employment conditions for Nursing Staff shall be as contained in Part 7 – Conditions Specific to School Officers, except for:

- (a) the determination of wages and classification levels which shall be as contained in Part 9;
- (b) the provisions relating to payment of a first aid or similar allowance, which will not have application to nursing staff; and
- (c) ordinary hours of a full time nursing staff member will be 75 hours per fortnight.

This is notwithstanding that this category of Employee is identified in that Part as being exempted from application of Part 7.

9.2. Wages

Subject to the provisions of Schedule A applicable to the wage classifications of Nursing Staff, all Employees subject to this Part shall be classified into one of the following levels:

Nursing services Employee grade 1

- (a) Competency
 - (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
 - (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
 - (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
 - (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
 - (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
- (b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.
- (c) Level of supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general Employees.

Supervision is present to review established objectives.
- (d) Training level or qualifications

Grade 1 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

 - (i) a degree with subsequent relevant experience;

- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

Typical activities of a Nurses Service Employee Grade 1 would include providing primary nursing care with its associated administrative responsibilities and the *occupational equivalent* would be that of a school nurse

Nursing services Employee grade 2

An Employee at this level performs work above and beyond the skills of a Nursing services Employee grade 1.

(a) Competency

- (i) Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of Employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(c) Level of supervision

Broad direction. May manage other Employees including general Employees.

(d) Training level or qualifications

Grade 2 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

Typical activities of a Nurses Service Employee Grade 2 would include providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties and the *occupational equivalent* would be that of a school nurse

Nursing services Employee grade 3

An Employee at this level performs work above and beyond the skills of an Employee of a Nursing services Employee grade 2.

(a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

(d) Training level or qualifications

Grade 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.


(e) Typical activities

Typical activities of a Nurses Service Employee Grade 3 would include providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other Employees of the school's health service and the *occupational equivalent* would be that of nurse in charge

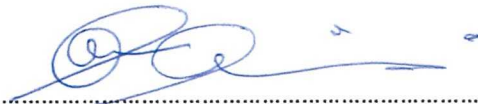
- 9.2.1. Notwithstanding any other provision in this clause, the current Employee's remuneration level will be preserved, during the currency of this Agreement.

10. PART 10 SIGNATORIES

Signed on behalf of the Islamic College of Brisbane:

SIGNATURE 
FULL NAME Shadabhusain Mohsinhusain Kadri
CAPACITY TO SIGN Chief Executive Officer
DATE 18/04/2023
ADDRESS 45 Acacia Road
Karawatha QLD 4117

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

SIGNATURE 
FULL NAME PAUL NOEL GILES
CAPACITY TO SIGN ASSISTANT SECRETARY / TREASURER
DATE 17/04/2023
ADDRESS PO BOX 418
FORTITUDE VALLEY QLD 4006

11. SCHEDULE A - SALARIES, WAGES, AND ALLOWANCES SCHEDULE

In this Schedule:

1. Fortnightly rates are the rates payable.
2. Annual rates are derived by multiplying the fortnightly rates by 26.09 and are for information purposes only.
3. Casual rates are also for information purposes and are inclusive of the casual loading provided in clause 4.3.

11.1. Teaching Staff

Classification	Remuneration as at 29 January 2022			Remuneration as at 1 January 2023			Remuneration as at 1 January 2024			Remuneration as at 1 January 2025		
	Annual	Fortnightly	Casual	Annual	Fortnightly	Casual	Annual	Fortnightly	Casual	Annual	Fortnightly	Casual
		2.5%			4%			4%			3%	
Band 1												
Step 1	\$66,830	\$2,561.51	\$53.36	\$69,503	\$2,663.97	\$55.50	\$72,283	\$2,770.52	\$57.72	\$74,451	\$2,853.64	\$59.45
Step 2	\$69,122	\$2,649.38	\$55.20	\$71,887	\$2,755.36	\$57.40	\$74,763	\$2,865.57	\$59.70	\$77,006	\$2,951.54	\$61.49
Band 2												
Step 1	\$75,468	\$2,892.62	\$60.26	\$78,487	\$3,008.33	\$62.67	\$81,627	\$3,128.66	\$65.18	\$84,076	\$3,222.52	\$67.14
Step 2	\$79,158	\$3,034.03	\$63.21	\$82,324	\$3,155.39	\$65.74	\$85,617	\$3,281.61	\$68.37	\$88,186	\$3,380.06	\$70.42
Step 3	\$82,916	\$3,178.09	\$66.21	\$86,233	\$3,305.21	\$68.86	\$89,682	\$3,437.42	\$71.61	\$92,373	\$3,540.54	\$73.76
Step 4	\$86,817	\$3,327.59	\$69.32	\$90,289	\$3,460.69	\$72.10	\$93,901	\$3,599.12	\$74.98	\$96,718	\$3,707.09	\$77.23
Band 3												
Step 1	\$90,399	\$3,464.87	\$72.18	\$94,014	\$3,603.47	\$75.07	\$97,775	\$3,747.61	\$78.08	\$100,708	\$3,860.03	\$80.42
Step 2	\$94,109	\$3,607.11	\$75.15	\$97,874	\$3,751.39	\$78.15	\$101,789	\$3,901.45	\$81.28	\$104,842	\$4,018.49	\$83.72
Step 3	\$97,864	\$3,751.00	\$78.15	\$101,778	\$3,901.04	\$81.27	\$105,849	\$4,057.08	\$84.52	\$109,025	\$4,178.79	\$87.06
Step 4	\$100,184	\$3,839.95	\$80.00	\$104,192	\$3,993.54	\$83.20	\$108,359	\$4,153.29	\$86.53	\$111,610	\$4,277.89	\$89.12
Senior Teacher*				\$108,971	\$4,176.73		\$113,330	\$4,343.80		\$116,730	\$4,474.12	
Highly Accomplished				\$122,076	\$4,679.03		\$126,959	\$4,866.20		\$130,768	\$5,012.18	
Lead Teacher				\$133,277	\$5,108.36		\$138,608	\$5,312.69		\$142,766	\$5,472.07	

*Rates for Senior Teacher will apply from 1 July 2023 as provided for under clause 6.7.2 of the Agreement.

11.2. School Officers

Classification	Remuneration as of 29 January 2022				Remuneration as of 1 January 2023				Remuneration as of 1 January 2024				Remuneration as of 1 January 2025			
	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual
	2.5%				4%				4%				3%			
Level 1																
Step 1	\$53,132	\$2,036.47	\$26.7957	\$33.49	\$55,257	\$2,117.93	\$27.8675	\$34.83	\$57,467	\$2,202.65	\$28.9822	\$36.23	\$59,191	\$2,268.73	\$29.8517	\$37.31
Step 2	\$53,790	\$2,061.69	\$27.1275	\$33.91	\$55,941	\$2,144.16	\$28.2126	\$35.27	\$58,179	\$2,229.93	\$29.3412	\$36.68	\$59,924	\$2,296.83	\$30.2214	\$37.78
Step 3	\$54,436	\$2,086.48	\$27.4537	\$34.32	\$56,614	\$2,169.94	\$28.5519	\$35.69	\$58,878	\$2,256.74	\$29.6940	\$37.12	\$60,645	\$2,324.44	\$30.5848	\$38.23
Step 4	\$55,094	\$2,111.71	\$27.7856	\$34.73	\$57,298	\$2,196.17	\$28.8970	\$36.12	\$59,590	\$2,284.02	\$30.0529	\$37.57	\$61,378	\$2,352.54	\$30.9545	\$38.69
Level 2																
Step 1	\$55,758	\$2,137.12	\$28.1201	\$35.15	\$57,988	\$2,222.61	\$29.2449	\$36.56	\$60,307	\$2,311.51	\$30.4147	\$38.02	\$62,117	\$2,380.86	\$31.3271	\$39.16
Step 2	\$56,693	\$2,172.99	\$28.5920	\$35.74	\$58,961	\$2,259.91	\$29.7357	\$37.17	\$61,320	\$2,350.31	\$30.9251	\$38.66	\$63,159	\$2,420.82	\$31.8529	\$39.82
Step 3	\$57,127	\$2,189.61	\$28.8107	\$36.01	\$59,412	\$2,277.20	\$29.9631	\$37.45	\$61,789	\$2,368.28	\$31.1616	\$38.95	\$63,642	\$2,439.33	\$32.0965	\$40.12
Level 3																
Step 1	\$59,045	\$2,263.12	\$29.7779	\$37.22	\$61,407	\$2,353.65	\$30.9690	\$38.71	\$63,863	\$2,447.79	\$32.2078	\$40.26	\$65,779	\$2,521.23	\$33.1740	\$41.47
Step 2	\$60,023	\$2,300.60	\$30.2711	\$37.84	\$62,424	\$2,392.62	\$31.4819	\$39.35	\$64,921	\$2,488.33	\$32.7412	\$40.93	\$66,868	\$2,562.98	\$33.7234	\$42.15
Step 3	\$61,017	\$2,338.70	\$30.7723	\$38.47	\$63,457	\$2,432.25	\$32.0032	\$40.00	\$65,996	\$2,529.54	\$33.2834	\$41.60	\$67,975	\$2,605.42	\$34.2819	\$42.85
Step 4	\$61,545	\$2,358.96	\$31.0390	\$38.80	\$64,007	\$2,453.32	\$32.2806	\$40.35	\$66,567	\$2,551.46	\$33.5718	\$41.96	\$68,565	\$2,628.00	\$34.5789	\$43.22
Level 4																
Step 1	\$63,910	\$2,449.61	\$32.2317	\$40.29	\$66,467	\$2,547.59	\$33.5209	\$41.90	\$69,125	\$2,649.49	\$34.8618	\$43.58	\$71,199	\$2,728.98	\$35.9076	\$44.88
Step 2	\$64,231	\$2,461.91	\$32.3935	\$40.49	\$66,800	\$2,560.38	\$33.6892	\$42.11	\$69,472	\$2,662.80	\$35.0368	\$43.80	\$71,557	\$2,742.68	\$36.0879	\$45.11
Step 3	\$65,916	\$2,526.50	\$33.2435	\$41.55	\$68,553	\$2,627.56	\$34.5732	\$43.22	\$71,295	\$2,732.67	\$35.9561	\$44.95	\$73,434	\$2,814.65	\$37.0348	\$46.29
Level 5																
Step 1	\$68,153	\$2,612.23	\$34.3715	\$42.96	\$70,879	\$2,716.72	\$35.7464	\$44.68	\$73,714	\$2,825.39	\$37.1762	\$46.47	\$75,926	\$2,910.15	\$38.2915	\$47.86
Step 2	\$69,805	\$2,675.55	\$35.2046	\$44.01	\$72,597	\$2,782.57	\$36.6128	\$45.77	\$75,501	\$2,893.88	\$38.0773	\$47.60	\$77,766	\$2,980.69	\$39.2196	\$49.02
Step 3	\$71,468	\$2,739.28	\$36.0432	\$45.05	\$74,327	\$2,848.85	\$37.4849	\$46.86	\$77,300	\$2,962.81	\$38.9843	\$48.73	\$79,619	\$3,051.69	\$40.1538	\$50.19

School Officers - Continued

Classification	Remuneration as of 29 January 2022				Remuneration as of 1 January 2023				Remuneration as of 1 January 2024				Remuneration as of 1 January 2025			
	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual
	2.5%				4%				4%				3%			
Level 6																
Step 1	\$73,743	\$2,826.50	\$37.1908	\$46.49	\$76,693	\$2,939.56	\$38.6784	\$48.35	\$79,761	\$3,057.14	\$40.2255	\$50.28	\$82,154	\$3,148.85	\$41.4323	\$51.79
Step 2	\$77,767	\$2,980.70	\$39.2198	\$49.02	\$80,877	\$3,099.93	\$40.7886	\$50.99	\$84,112	\$3,223.93	\$42.4201	\$53.03	\$86,636	\$3,320.65	\$43.6927	\$54.62
Step 3	\$81,784	\$3,134.71	\$41.2461	\$51.56	\$85,056	\$3,260.09	\$42.8960	\$53.62	\$88,458	\$3,390.50	\$44.6118	\$55.76	\$91,112	\$3,492.21	\$45.9502	\$57.44
Step 4	\$85,876	\$3,291.51	\$43.3094	\$54.14	\$89,311	\$3,423.17	\$45.0418	\$56.30	\$92,883	\$3,560.10	\$46.8434	\$58.55	\$95,670	\$3,666.90	\$48.2487	\$60.31
Step 5	\$89,786	\$3,441.39	\$45.2814	\$56.60	\$93,377	\$3,579.04	\$47.0926	\$58.87	\$97,112	\$3,722.20	\$48.9764	\$61.22	\$100,026	\$3,833.87	\$50.4456	\$63.06
Level 7																
Step 1	\$90,966	\$3,486.62	\$45.8766	\$57.35	\$94,605	\$3,626.09	\$47.7117	\$59.64	\$98,389	\$3,771.13	\$49.6202	\$62.03	\$101,341	\$3,884.27	\$51.1088	\$63.89
Step 2	\$92,635	\$3,550.60	\$46.7184	\$58.40	\$96,341	\$3,692.63	\$48.5872	\$60.73	\$100,194	\$3,840.33	\$50.5307	\$63.16	\$103,200	\$3,955.54	\$52.0466	\$65.06
Step 3	\$94,321	\$3,615.20	\$47.5684	\$59.46	\$98,093	\$3,759.81	\$49.4711	\$61.84	\$102,017	\$3,910.20	\$51.4500	\$64.31	\$105,078	\$4,027.51	\$52.9935	\$66.24
Step 4	\$96,006	\$3,679.80	\$48.4184	\$60.52	\$99,846	\$3,826.99	\$50.3551	\$62.94	\$103,840	\$3,980.07	\$52.3693	\$65.46	\$106,955	\$4,099.47	\$53.9404	\$67.43
Step 5	\$97,680	\$3,743.98	\$49.2629	\$61.58	\$101,588	\$3,893.74	\$51.2334	\$64.04	\$105,651	\$4,049.49	\$53.2827	\$66.60	\$108,821	\$4,170.97	\$54.8812	\$68.60

11.3. Caretaking and Maintenance Staff

Classification	Remuneration as of 29 January 2022				Remuneration as of 1 January 2023				Remuneration as of 1 January 2024				Remuneration as from 1 January 2025			
	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual
	2.5%				4%				4%				3%			
Level 1 (3 Months only)	\$50,073	\$1,919.22	\$25.25	\$31.57	\$52,075	\$1,995.99	\$26.26	\$32.83	\$54,158	\$2,075.83	\$27.31	\$34.14	\$55,783	\$2,138.10	\$28.13	\$35.17
Level 2	\$52,100	\$1,996.93	\$26.28	\$32.84	\$54,184	\$2,076.81	\$27.33	\$34.16	\$56,351	\$2,159.88	\$28.42	\$35.52	\$58,042	\$2,224.68	\$29.27	\$36.59
Level 3	\$53,972	\$2,068.67	\$27.22	\$34.02	\$56,130	\$2,151.42	\$28.31	\$35.39	\$58,376	\$2,237.47	\$29.44	\$36.80	\$60,127	\$2,304.60	\$30.32	\$37.90
Level 4	\$56,828	\$2,178.14	\$28.66	\$35.82	\$59,101	\$2,265.27	\$29.81	\$37.26	\$61,465	\$2,355.88	\$31.00	\$38.75	\$63,309	\$2,426.55	\$31.93	\$39.91
Level 5	\$58,318	\$2,235.25	\$29.41	\$36.76	\$60,650	\$2,324.66	\$30.59	\$38.23	\$63,076	\$2,417.65	\$31.81	\$39.76	\$64,969	\$2,490.18	\$32.77	\$40.96

11.4. Nursing Staff

Classification	Remuneration as from 29 January 2022				Remuneration as from 1 January 2023				Remuneration as from 1 January 2024				Remuneration as from 1 January 2025			
	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual	Annual	Fortnightly	Hourly	Casual
	2.5%				4%				4%				3%			
Nursing Services Employee Grade 1																
Step 1	\$78,143	\$2,995.14	\$39.9352	\$49.92	\$81,269	\$3,114.95	\$41.5326	\$51.92	\$84,520	\$3,239.54	\$43.1939	\$53.99	\$87,055	\$3,336.73	\$44.4897	\$55.61
Step 2	\$84,154	\$3,225.54	\$43.0072	\$53.76	\$87,521	\$3,354.56	\$44.7275	\$55.91	\$91,021	\$3,488.74	\$46.5166	\$58.15	\$93,752	\$3,593.41	\$47.9121	\$59.89
Nursing Services Employee Grade 2																
Step 1	\$86,158	\$3,302.34	\$44.0312	\$55.04	\$89,604	\$3,434.43	\$45.7924	\$57.24	\$93,189	\$3,571.81	\$47.6241	\$59.53	\$95,984	\$3,678.97	\$49.0529	\$61.32
Step 2	\$89,164	\$3,417.54	\$45.5672	\$56.96	\$92,730	\$3,554.24	\$47.3899	\$59.24	\$96,439	\$3,696.41	\$49.2855	\$61.61	\$99,333	\$3,807.30	\$50.7640	\$63.46
Step 3	\$92,169	\$3,532.73	\$47.1031	\$58.88	\$95,856	\$3,674.04	\$48.9872	\$61.23	\$99,690	\$3,821.00	\$50.9467	\$63.68	\$102,681	\$3,935.63	\$52.4751	\$65.59
Step 4	\$100,184	\$3,839.93	\$51.1991	\$64.00	\$104,191	\$3,993.53	\$53.2470	\$66.56	\$108,359	\$4,153.27	\$55.3769	\$69.22	\$111,610	\$4,277.87	\$57.0382	\$71.30
Nursing Services Employee Grade 3	\$100,184	\$3,839.93	\$51.1991	\$64.00	\$104,191	\$3,993.53	\$53.2470	\$66.56	\$108,359	\$4,153.27	\$55.3769	\$69.22	\$111,610	\$4,277.87	\$57.0382	\$71.30

11.5. Allowances

(a) Leadership Allowance (Clause 6.10)

Position	Allowance as at 29 January 2022		Allowance as at 1 January 2023		Allowance as at 1 January 2024		Allowance as at 1 January 2025	
	Annual	Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual	Fortnightly
	2.5%		4%		4%		3%	
Head of Department	\$11,597	\$444.49	\$12,061	\$462.27	\$12,543	\$480.76	\$12,919	\$495.18
Co-ordinator	\$3,231	\$123.83	\$3,360	\$128.78	\$3,494	\$133.93	\$3,599	\$137.95
Double Co-ordinator	\$4,308	\$165.10	\$4,480	\$171.70	\$4,659	\$178.57	\$4,799	\$183.93

(b) First Aid and Related Allowances (Clause 7.16)

Allowance	Allowance As from 29 January 2022		Allowance As from 1 January 2023		Allowance As from 1 January 2024		Allowance As from 1 January 2025	
	Annual	Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual	Fortnightly
	\$783	\$30.02	\$815	\$31.22	\$847	\$32.47	\$873	\$33.44

(c) Overtime (Teachers – Clause 6.12)

Allowance As from 29 January 2022	Allowance As from 1 January 2023	Allowance As from 1 January 2024	Allowance As from 1 January 2025
\$18.51 per hour	\$19.25 per hour	\$20.02 per hour	\$20.62 per hour

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.