



# DECISION

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

**Australian International Islamic College T/A Australian International  
Islamic College Ltd**  
(AG2022/5140)

## **AUSTRALIAN INTERNATIONAL ISLAMIC COLLEGE COLLECTIVE ENTERPRISE AGREEMENT 2022**

Educational services

COMMISSIONER SIMPSON

BRISBANE, 14 DECEMBER 2022

*Application for approval of the Australian International Islamic College Collective Enterprise Agreement 2022*

[1] An application has been made for approval of an enterprise agreement known as the *Australian International Islamic College Collective Enterprise Agreement 2022* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Australian International Islamic College T/A Australian International Islamic College Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] Noting clause 1.4 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[4] The Independent Education Union of Australia (**IEU**) lodged a Form F18 statutory declaration supporting approval of the Agreement and giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the IEU.

[5] The Agreement is approved and will operate in accordance with s.54 of the Act.



COMMISSIONER

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**AUSTRALIAN INTERNATIONAL ISLAMIC COLLEGE  
COLLECTIVE ENTERPRISE AGREEMENT 2022**

**AUSTRALIAN INTERNATIONAL ISLAMIC COLLEGE**

**COLLECTIVE ENTERPRISE AGREEMENT 2022**

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## **PART 1 - PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the Australian International Islamic College Collective Enterprise Agreement 2022 (the Agreement).

### **1.2 Agreement Coverage**

This Agreement applies to the Australian International Islamic College (ABN: 85 802 283 515) (the Employer), its Employees whose classifications are contained in the Agreement and to the Independent Education Union of Australia - Queensland and Northern Territory Branch (IEUA – QNT) – (ABN 74 662 601 045).

To be clear, this Agreement does not have application to positions of Principal, Business Manager and other executive staff.

### **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 and interpreted 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 Posting of Agreement**

The Employer will ensure that a copy of this Agreement, and the NES are readily accessible to all Employees.

## **PART 2. 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 ill 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 Dispute Resolution**

2.2.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or;
- (b) the National Employment Standards;
- (c) any other matter related to an employee's employment;

this term sets out the procedures to settle the dispute.

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

2.2.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant

supervisors and/or management.

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

2.2.5 The Fair Work Commission may deal with the Dispute in 2 stages:

- (a) arbitrate the dispute; and
- (b) make a determination that is binding on the parties.

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

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

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

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

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

## **2.3 Consultation**

2.3.1 This term applies if the Employer:

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

### *Major Change*

2.3.2 For a major change referred to in 2.3.1 (a):

- a) The Employer must notify the relevant Employees of the decision to introduce the major change; and
- b) Sub clause 2.3.3 to 2.3.8 apply.

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

2.3.4 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.

2.3.5 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.

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

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

2.3.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 2.3.2 (a) and subclauses 2.3.3 and 2.3.5 are taken not to apply.

2.3.9 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*

2.3.10 For a change referred to in paragraph 2.3.1 (b):

- a) the Employer must notify the relevant Employees or the proposed change; and
- b) subclauses 2.3.11 to 2.3.15 apply.

2.3.11 The relevant Employees may appoint a representative for the purpose of the procedure in this clause.

2.3.12 If:

- a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) The Employee or the Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

2.3.13 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 discussion – provide 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).

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

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

2.3.16 In this clause, *relevant Employees* means the Employees who may be affected by the change referred to in subclause 2.3.1.

## **2.4 College Consultative Committee**

2.4.1 College staff are capable of negotiating and consulting with management at the College level and to this end will establish a committee (the College Consultative Committee).

2.4.2 The consultation undertaken through this committee process shall:

- (a) provide an environment for greater two-way communication, cooperation and support;
- (b) contribute to the efficient operation of the College; and
- (c) include the agenda being determined one week prior to the scheduled meeting, based on input by employer and employee representatives. A standing agenda item for the College Consultative Committee will be to address matters related to workload.

2.4.3 The College Consultative Committee will meet initially within a term of the Agreement being approved, and subsequently at least once a term with the intent purpose of proactively addressing potential issues at the workplace level without the involvement of third parties.

### **PART 3. RELATIONSHIP TO THE MISSION AND OBJECTIVES OF THE COLLEGE**

#### **3.1 Mission Statement of the College**

To educate students with strong Islamic values and beliefs and provide an excellent academic foundation for students to advance according to the capabilities bestowed on them by Allah (SWT).  
To excel and achieve their career goals and live harmoniously within the wider community.

#### **3.2 Acknowledgement**

The management and Employees of this Collective Enterprise Agreement acknowledge and give commitment toward achievement of the College objectives listed below and adherence to the Islamic ethos and values of the College.

#### **3.3 Vision**

The Australian International Islamic College has a vision that it becomes a College of excellence in education and in character development.

#### **3.4 Objectives**

- (a) Australian International Islamic College promotes cultural tolerance, compassion towards others and to live harmoniously within the community. Students are taught to understand and acknowledge the cultural and ethnic diversity within Australian society.
- (b) To provide all students with enriching learning experiences and the opportunity to reach full potential and achieve competency in the Key Learning Areas in accordance with the Queensland Studies Authority and Australian national curriculum guidelines.
- (c) To equip students with the knowledge to be productive users of new technologies, be creative and possess communication and organisational skills to work with others and reach their career goals.

### **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 1 to this Agreement.

4.1.2 The salaries identified in Schedule 1 represent wage increases as follows:

##### **Teachers**

An increase to the rate paid to teachers in the Queensland Department of Education as at 30 June 2022, plus:

- (a) 4% from 1 July 2022, paid from the first pay period on, or after, a successful ballot of this Agreement;
- (b) 4% from the first full pay period on or after 1 July 2023; and
- (c) 3% from the first full pay period on or after 1 July 2024.

From the first full pay period on or after 1 July 2025, a further salary increase that will be the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education, on or from 1 July 2025.

#### **School officers and community teachers**

- (a) 7% from 1 July 2022, paid from the first pay period on, or after, a successful ballot of this Agreement;
- (b) 4% from the first full pay period on or after 1 July 2023; and
- (c) 3% from the first full pay period on or after 1 July 2024.

From the first full pay period on or after 1 July 2025, a further salary increase that will be the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education, on or from 1 July 2025.

#### **Bus Drivers and groundsmen**

- (a) 4% from 1 July 2022, paid from the first pay period on, or after, a successful ballot of this Agreement;
- (b) 4% from the first full pay period on or after 1 July 2023; and
- (c) 3% from the first full pay period on or after 1 July 2024.

From the first full pay period on or after 1 July 2025, a further salary increase that will be the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education, on or from 1 July 2025.

#### **Senior Teacher**

As stated in 6.10.1, the classification of Senior Teacher will be paid to eligible employees at the fixed rate of \$118 409 (from 1/7/2025), and will not be subject to a percentage increase in the life of this Agreement.

#### **4.1.3 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.

### **PART 5 GENERAL CONDITIONS APPLYING TO ALL STAFF**

#### **5.1.1 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 of the termination of their services and 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 2 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
3 years but less than 5 years	3 weeks' notice
5 years or more	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 the same as that required of the Employer provided that there shall be no additional notice based on the age of the Employee and such notice will be exclusive of vacation periods.
- (b) If a Teacher fails to give notice the Employer shall have the right to withhold monies due to the Teacher with a maximum amount equal to the ordinary time rate for no more than 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
More than one but not more than 3 years	2 week
More than 3 years but not more 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 notice payment in lieu of notice will be made to the Employee. 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 from monies owing 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 all 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:
  - (i) the ordinary working hours to be worked by the Employee; and
  - (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the Employee's employment contract.
- (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.

### **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:
    - 1) the ordinary working hours to be worked by the Employee; and

- 2) the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
- 3) 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 for reasons set out in clause (b), 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(b), 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 shall 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 serious misconduct on the part of the Employee; or
  - (ii) to Employees engaged for a specific period or task(s); or
  - (iii) 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 fewer than 15 Employees.

## **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 School) for each day of the school year at the School 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 1/12<sup>th</sup> 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 School) for each day of the school year at the School shall receive an annual leave loading equivalent to 17½ 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 School 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 Teachers 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 loading 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 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 4 weeks' leave per annum, i.e. 152 hours on a 38 hour week basis or 149 hours where full time Employees are only required to work 37.25 hours per week on average.

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 School and Employee.

5.3.5 If an Employee and the School 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).

##### **5.4.1 Personal/Carer's Leave Accrual**

- (a) Full-time Employees are entitled to Personal/Carer's leave accrual at the rate of ten (10) days per year. Part-time or term-time Employees are entitled to personal leave on a pro rata basis.
- (b) The entitlement to Personal/Carer's leave accrues according to the Employees' ordinary hours of work and shall accumulate from year to year.

##### **5.4.2 Taking Personal/Carer's Leave**

An Employee may take paid personal/carer's leave:

- if they are unfit for work because of their own personal illness or injury (including pregnancy- related illness), or
- to provide care or support to a member of their immediate family or household because of a personal illness, injury or unexpected emergency affecting the member.

A member of the Employee's immediate family means a: – spouse – de facto partner – child – parent – grandparent – grandchild – sibling of an employee; – a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

##### **5.4.3 Evidence Supporting a Claim**

When the Employee's absence is for more than two (2) days, the employee is required to give the employer a doctor's certificate or other reasonably acceptable evidence about the nature and approximate duration of the illness.

## 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 Parental Leave

An Employee with at least 12 months continuous service (*Eligible Employee*) will be entitled to 11 weeks' paid Parental leave (PPL) where:

- a) An Eligible Employee will have had 12 months of continuous service prior to the expected or actual date of birth of the child or in the case of adoption the placement of the child, and will have primary responsibility for providing care to the new born child.
- b) An Employee will not be entitled to paid Parental leave in accordance with sub-clause 5.6.1 (a) unless the adoption of the child would also satisfy the requirements of section 68 of the *Fair Work Act 2009* (Cth).
- c) The quantum of paid Maternity/adoption leave will increase to:
  - (i) 12 weeks if the period of leave commences from 1 January 2023
  - (ii) 13 weeks if the period of leave commences from 1 January 2024
  - (iii) 14 weeks if the period of leave commences from 1 January 2025.

### 5.6.2 Paid Spousal Leave

An Employee with at least 12 months' continuous service will be entitled to ten (10) days' paid Spousal leave in connection with the birth or adoption of the child.

5.6.3 The period of paid Parental 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.

5.6.4 The period of paid Parental leave and paid Spousal leave shall be exclusive of any public holidays falling during the period of paid leave.

5.6.5 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 Parental leave and/or paid Spousal leave.

5.6.6 The period of paid Parental leave is not diminished by any federal government's legislative paid parental leave scheme that is implemented consistent with that legislation.

### 5.6.7 Paid Parental Leave at half pay

- (a) Where an employee is entitled to PPL and elects to access this entitlement at half pay, the following applies:
- (i) the employee will be entitled to double the period of leave which would otherwise be applicable;
  - (ii) the period of PPL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing PPL at half pay;
  - (iii) where an employee accesses PPL at half pay, the employee's current ordinary hours will be deemed to be halved and all leave entitlements will accrue on a pro rata basis;
  - (iv) where an employee accesses PPL at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated – any associated costs will be borne by the employee consistent with current salary packaging arrangements;
  - (v) a period of PPL at half pay will be inclusive of public holidays and where a public holiday falls:
    - (A) during a period of PPL at half pay; and
    - (B) on a day on which the subject employee would otherwise work,
  - (vi) the employee will be paid for the public holiday at half the rate which would have been applicable if the employee were not accessing PPL at half pay.
- (b) The following provisions will apply to teachers who access PPL at half pay:
- (i) a period of PPL at half pay will be exclusive of school vacations;
  - (ii) school vacations (except for the Christmas vacation) which are within a period of PPL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing PPL at half pay;
  - (iii) school vacations (except for the Christmas vacation) which are contiguous with a period of PPL at half pay will be paid for at the rate which would have been applicable if the employee were not accessing PPL at half pay;
  - (iv) Christmas Vacation
 

Where a teacher accesses a period of PPL at half pay which is wholly within one calendar year (as defined in sub-paragraph (e) below), that employee will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

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

Where:

P - is the total amount paid to the employee for the Christmas vacation;

L - is the number of weeks actually worked plus the number of weeks of PPL;

W - is the number of weeks the teacher would have worked if they had not accessed PPL;

S - is the total amount which would have been paid for the calendar year if the employee were not accessing PPL at half pay; and

A - is the total amount paid to the teacher in that calendar year prior to the Christmas vacation.

(v) for the purposes of this clause, "calendar year" will be defined as 1 January to 31 December.

(vi) where a teacher accesses a period of PPL at half pay and that period extends across two (2) calendar years (as defined in sub-paragraph (e)), that employee will be paid in accordance with this paragraph:

(A) For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (d).

(B) other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of PPL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.

#### 5.6.8 PPL – Fixed Term employees

(a) Fixed-term employees are eligible for PPL on the same basis as continuing employees.

(b) Notwithstanding paragraph (a) above, where the employee's contract comes to an end before the expiration of the period of PPL, the employee will be entitled to receive payment only up until the conclusion of the fixed-term contract.

(c) Where a fixed-term employee secures a further contract, and that further contract commences within three (3) months of the expiry of the preceding contract, any period of PPL that would have been forfeited as a result of the expiry of the preceding contract can be accessed from the date of commencement of the new contract of employment.

### 5.7 Long Service Leave

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 long service leave shall be as follows:

(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 a pro-rata

payment of Long Service Leave 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 Long Service Leave at a mutually convenient time for the School and Employee, with application being made in accordance with the notice periods in 5.7.6.

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

5.7.4 To be clear, this clause recognises an increase in the accrual rate of long service leave. This change in accrual rate will, for Employees covered by this Agreement have application as from 1 January 2015.

5.7.5 The minimum period of leave that may be taken by an employee is normally four (4) weeks.

- (i) Where the period of long service leave is less than a school term (nominally ten (10) weeks) that leave should normally be taken wholly within the school term period.
- (ii) Non-teaching term-time employees may access accrued long service leave during periods of unpaid leave, including school vacations.

5.7.6 Notice periods:

- (a) Where an employee applies to access a period of Long Service Leave of more than four (4) weeks, that employee will be required to make application with at least twenty (20) weeks' notice, prior to the proposed commencement date of the leave. Long Service Leave of four (4) weeks' duration, will require at least ten (10) weeks' notice.
- (c) The period of notice in (a) above may be reduced by mutual agreement between the employer and employee.

5.7.7 Long Service Leave at half pay

- (a) Accrued Long Service Leave (LSL) may be accessed at half pay. In such circumstances the employee will be entitled to double the period of leave which would otherwise be applicable.
- (b) The period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.
- (c) Where an employee accesses LSL at half pay that employee will accrue all leave entitlements on a pro rata basis.
- (d) The facility to access LSL at half pay is not available to employees where the time to be taken is less than four (4) weeks.
- (e) A period of LSL at half pay will be exclusive of public holidays. A public holiday occurring during a period of LSL at half pay, and which falls on a day on which the subject employee would otherwise work, will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.

- (f) Where an employee on a period of LSL at half pay becomes ill during such period, the provisions of clause 5.7.8 will apply, except that the:
- (i) period of personal leave will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay;
  - (ii) quantum of LSL re-credited to the employee will be half that which would have been applicable if the employee were not accessing LSL at half pay; and
  - (iii) quantum of personal leave debited from the employee’s personal leave account will be half that which would have been applicable if the employee were not accessing LSL at half pay.
- (g) The provisions of this clause will apply to teachers who access a period of LSL at half pay:
- (i) a period of LSL at half pay will be exclusive of school vacations.
  - (ii) school vacations (except for the Christmas vacation) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.
  - (iii) school vacations (except for the Christmas vacation) which are contiguous with a period of LSL at half pay will be paid for at the rate which would have been applicable if the employee were not accessing LSL at half pay.
  - (iv) where a teacher accesses a period of LSL at half pay which is wholly within one calendar year (as defined in paragraph (v) below), that employee will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

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

Where:

P Is the total amount paid to the employee for the Christmas vacation.

L Is the number of weeks actually worked plus the number of weeks debited from the employees LSL account.

W Is the number of weeks the teacher would have worked if they had not accessed LSL.

S Is the total amount which would have been paid for the calendar year if the employee were not accessing LSL at half pay.

A Is the total amount paid to the teacher in that calendar year prior to the Christmas vacation.

- (v) for the purposes of this clause, “calendar year” will be defined as 1 January to 31 December.
- (vi) where a teacher accesses a period of LSL at half pay and that period extends across two calendar years, that employee will be paid in accordance with this clause (clause 5.7.7 (h) (vi)). For the

Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (iv). All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing LSL at half pay.

#### 5.7.8 Re-crediting Long Service Leave due to illness

##### Interaction between personal/carer's leave and long service leave

- (a) An employee may request to have a period of long service leave re-credited and personal/carer's leave used instead for a period of illness, whilst the employee is on long service leave.
- (b) An employee is entitled to have the period of long service leave re-credited where the period of illness, is one (1) calendar week (seven (7) days) or more and the request is accompanied by a medical certificate or other appropriate proof of the reason for the request.

When an employee has a period of long service leave re-credited (as provided in clause 5.7.8 (a)) the actual period of absence from work will not normally be extended.

#### 5.7.9 Cashing Out Long Service Leave

Employees who are eligible to access their accruals of long service leave (i.e. after seven (7) years' service) may apply, to the employer, in writing to "cash out" a proportion of such leave instead of taking leave. Provided that:

- (a) at least five (5) weeks must be retained at any point of time to use as long service leave;
- (b) the employee may apply to combine the cash out of some long service leave with the taking of some long service leave. In this case, the time taken in long service leave may be deducted from the minimum retained five (5) weeks leave, as prescribed in subclause 5.7.9 (a) above.

*For example, thirteen (13) weeks accrued long service leave may be taken as eight (8) weeks cashed out, three (3) weeks in leave actually taken and two (2) weeks long service leave retained for another time.*

- (c) the "cashing out" of long service leave may only occur once in any five (5) year period;
- (d) the notice period required to cash out some long service leave only is a minimum of four (4) weeks (or less by mutual agreement with the employer); and
- (e) the employee seeks independent financial advice prior to making application to "cash out" their long service leave.

The existing arrangements for making application for long service leave would continue in the present form.

## **5.8 Family and Domestic Violence Leave**

5.8.1 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:

- attending medical and/or counselling appointments;
- sourcing alternative accommodation;
- accessing legal advice;
- attending legal proceedings;
- organising alternative care for members of their immediate family or household;
- organising alternative education arrangements for their children;
- rebuilding support networks; and
- other issues related to the domestic violence.

5.8.2 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.

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

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

### **5.8.5 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.

## **5.9 Natural Disaster Leave**

5.9.1 The employer recognises the importance of keeping the College open wherever possible during times of natural disasters and, should the College need to be closed for a time, to reopen as soon as possible.

5.9.2 Employees will assist with keeping the College open to support students, families and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in clause 5.9.3 or are otherwise on approved leave. Subject to clause 5.9.3, employees may be asked to assist with preparing for the reopening of a damaged College.

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

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

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

5.9.4 Access to the leave as in clause 5.9.3 will be coordinated by the Principal.

5.9.5 The Principal will make every effort to clarify contact and communication procedures to be used at times of natural disaster.

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

5.9.7 Leave for attendance at emergencies

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

## **5.10 Public holidays**

5.10.1 An Employee (other than a casual Employee) who would ordinarily be required to work on a part-day or 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.

5.10.1 All work done by any Employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);

- The Birthday of the Sovereign;
- Labour Day;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983* (Qld), 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.

#### 5.10.2 Substitution of public holidays

- (a) By agreement between the Employer and the majority of Employees, an alternative day may be taken as a public holiday instead of any of the days specified in clause 5.10.2 above. The agreement will be recorded in writing and made available to every affected Employee.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

#### 5.10.3 Double time and a-half

For the purposes of clause 5.10, 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.

#### 5.10.4 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 or the day appointed under the *Holidays Act 1983* (Qld), 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 rate of double time and a-half with a minimum of 4 hours.

#### 5.10.5 Notwithstanding any other provision of clause 5.10 when an Employee works on a public holiday such Employee shall be paid at the rate prescribed by clause 5.10 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 5.10.2.

### 5.11 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 Standard, but such payment shall not be restricted to the first 10 days of absence.

### 5.12 Defence Reserves Service

#### 5.12.1 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.

#### 5.12.2 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.

5.12.3 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.”

### **5.13 Incidental and peripheral tasks**

5.13.1 The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training.

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

5.13.3 Any direction issued by the Employer pursuant to clauses 5.13.1 and 5.13.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

### **5.14 Professional Development**

The parties are committed to enhancing the skills of all Employee through the provision of both internal and external professional development and training, within the school's resource capacity and linked to:

- the goals of the College and its wider needs;
- the personal goals of Employees as related to their work; and
- the appropriateness to the Employee.

### **5.15 Position Descriptions**

The Parties are committed to developing position descriptions where not currently existing, for all Employees as appropriate to the School. 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:

- classification of current positions;
- consultation regarding future position changes;
- acknowledgment of current flexibility in positions of all Employees.

## **5.16 Induction**

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

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

5.16.2 In addition to the general induction arrangements contained in this provision, the College will, on a case by case basis, consider implementation of an induction program for beginning teachers.

## **5.17 Efficient and Economical Use of Resources**

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

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

## **5.18 Discrimination**

5.18.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination as defined by the Anti-Discrimination Act 1991 (Qld) and the Fair Work Act 2009 (Cth) as amended from time to time.

5.18.2 Accordingly, in fulfilling their obligations this Agreement the parties will take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

5.18.3 Nothing in this clause is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under legislation; or
- (b) an Employee or Employer pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission or the Anti-discrimination Commission Queensland.

## **5.19 Workplace Health & Safety**

The parties are committed to the implementation of practices consistent with the provisions of the *Work, Health and Safety Act 2011* (Qld) or any replacement legislation in order to ensure a safe and health work environment for Employees, students, contractors and visitors.

## **5.20 Complaints Against Employees**

5.20.1 The parties recognise that schools are a partnership between the College, staff, students and parents, and from time to time these parties may have grievances with each other.

5.20.2 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.

5.20.3 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:

5.20.4 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.

5.20.5 The Employee shall receive an appropriate and reasonable timeframe in which to consider any complaint and formulate their response.

5.20.6 Where there are meetings of the Employee concerned with the principal, 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).

5.20.7 The provisions of this clause shall not apply to child protection matters or allegations of sexual, physical or emotional abuse.

## **5.21 Performance Appraisal Process**

5.21.1 The School and the employees acknowledge that appraisal forms an integral part of the process of continuous improvement.

5.21.2 Both teaching and non-teaching staff will participate in a brief annual formative review and regular performance appraisal process which links the requirements of current duties to professional development needs and provide opportunities for employees to identify strengths and opportunities, set goals and identify training opportunities as required.

5.21.3 Employees may request their position description and management line will be reviewed as part of the employee's annual review where are any perceived changes.

5.21.4 The appraisal system will be in accordance with Schedule 3 - Appraisal Process Principles and separate from any Performance Management Process or the Disputes Resolution process in Clause 2.2.

## **5.22 Superannuation**

5.22.1 Employees are entitled to superannuation in accordance with the relevant Commonwealth legislation and will be offered a choice of the complying superannuation funds in accordance with the relevant legislation.

5.22.2 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, in accordance with this provision, within 28 days of commencing employment, the Employer will make the superannuation contributions to one of the following funds:

- (a) Australian Retirement Trust; or
- (b) NGS Super (formerly QIEC Super).

5.22.3 Where the Employee chooses a complying self-managed superannuation fund and the costs of administration are demonstrably higher than would otherwise be the case, such costs will be the responsibility of the Employee.

## **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. A Part-time teacher so employed shall accrue a pro rata entitlement to personal/carer's leave and vacation period based on the average weekly hours of employment.

6.2.3 A part-time teacher in the secondary school shall be allowed time for corrections, assessments or evaluations at the school 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.

6.2.4 No part-time teacher shall be employed by the School for more than an aggregate of nineteen hours of actual teaching per week.

6.2.5 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.

6.2.6 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 1200 hours.

6.2.7 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 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 School and must identify the proposed division of the position. If the request is accepted by the School:

- 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 1, 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 School. 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 6.2.2 or 6.4 of this Agreement.

6.3.7 Should either participating Employee leave the employment of the School, 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 School shall not exceed one to 7 or fraction of 7 full-time Employees employed by the School.

#### **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 half a day and a maximum period of 5 days of teaching in respect of anyone engagement. There shall be a minimum payment of half a day so employed.

6.4.3 The rate of payment for a casual teacher shall be calculated by dividing the fortnightly rate prescribed for a teacher of equivalent teaching experience and qualifications by 60 and adding thereto a casual loading of 25%. A casual teacher shall not be entitled to payments for statutory holidays, school vacation periods or days absent from duty because of illness or any other reason.

6.4.4 Casual Teachers in the Secondary School will be paid for preparation and correction time in accordance with clause 6.2.4, i.e. 1 hour for every 5 hours of teaching time. Casual Teachers will not receive such payment in respect of the first 2 days of anyone engagement.

6.4.5 The provisions of clause 6.2.6 relating to salary increments shall apply.

#### **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 school
- (c) Special Government grants

- (d) Filling the position of a specified Employee who is on nominated leave from the school;
- (e) Filling the position of an Employee arising from a resignation, where such position is declared vacant and no suitable permanent Employee is available;

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 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 1.

## **6.6 Salaries**

The scale of minimum salaries as contained in Schedule 1 shall apply.

### **6.6.1 Progression**

- 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.

## 6.7 Salary increments

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.

From the date of a successful ballot for this Agreement, a new Teacher Classification scale will apply. Schedule 2 shows the new classification scale and identifies how teachers will progress.

## 6.8 Hours of Duty - Teachers

6.8.1 The programmed hours of duty shall be up to 30.5 hours per week on average, made up of:

- Contact time
- Planning, preparation and correction time (PPCT)
- Other duties

6.8.2 From no later than the commencement of the 2023 school year, the maximum contact time will be:

- (i) **Secondary:** 22 hours and 10 minutes
- (ii) **Primary:** 22 hours and 40 minutes.

Contact time includes programmed teaching and programmed sport;

6.8.3 The minimum PPCT will be as follows:

- (i) **Secondary:** 20% of actual contact time
- (ii) **Primary:** 2 hours 30 minutes, from no later than the commencement of the 2023 school year.

6.8.4 The main function of designated PPCT as set out in 6.8.3 above shall be to undertake necessary planning (including group planning) and preparation to effectively carry out the role as a teacher.

6.8.5 PPCT shall normally be provided in blocks of time not less than 30 minutes or full periods.

6.8.6 Where the minimum amounts of PPCT prescribed in clause 6.8.3 is unable to be accessed due to planned school activities, timely consultation will occur at the school level to make alternative arrangements with the teacher for the replacement of such time within the school term.

6.8.7 Where the minimum PPCT 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.

6.8.8 The balance of the programmed hours shall be made up of other duties, including morning tea breaks, of 10 minutes duration each day or a minimum of 50 minutes per week and the following:

- devotions/prayers;
- playground and bus duty;
- staff meetings, grade level and curriculum meetings and assemblies;
- extra-curricular and academic support activities;
- parent-teacher meetings/evenings;
- sport supervision and training;
- activities;

- roll call; and
- other duties as directed by the Principal.

6.8.9 Teachers shall be entitled to an unpaid meal break of at least thirty (30) continuous minutes per day, provided that where supervision or other duties are directed within the normal timetabled meal break the following minimum arrangements shall apply:

- (a) all teachers will receive a minimum continuous break of twenty (20) minutes per day; and
- (b) the total period for meal breaks in no less than 150 minutes for each teacher for each week.

6.8.10 Professional Development – In addition to the hours' requirements set out above, four (4) student free days are reserved for professional development of teachers. The Principal of the College may schedule additional professional development for some or all teachers within normal hours or by agreement with the staff concerned;

6.8.11 In addition to other commitments to the College, it is expected that teachers may be directed/requested to participate in other functions related to College activities outside scheduled hours of duty. Such activities shall not exceed the equivalent of 3 hours per term or 12 hours per annum and shall be detailed in a timetable provided at the commencement of each College year. Any participation in functions beyond the limits of this provisions shall be honorary and voluntary.

## **6.9 Community Teacher**

6.9.1 A community teacher is a person appointed as such by the College who is under the general supervision of a registered teacher or has authorisation of the College of Teachers to instruct students and is required to deliver an educational program, assess student participation in an educational program, administer an educational program and perform other duties incidental to the delivery of the educational program, in relation to Arabic, cultural and/or Islamic studies at the College.

6.9.2 The remuneration of the position of Community Teacher shall be in accordance with the scale in Schedule 1.

6.9.3 Conditions of employment shall otherwise be similar to those applicable to teachers under the terms of the Agreement.

## **6.10 Senior Teacher**

6.10.1 From the first full pay period on or after 1 July 2025, a teacher (other than a casual teacher) will be eligible to access the Senior Teacher classification, provided that the teacher has completed three (3) years of full-time equivalent service on Band 3 Step 4. This will be paid at the rate of \$118 409 and will not be subject to a percentage increase during the life of this Agreement.

6.10.2 For part-time teachers, a completed year of service for this clause is deemed to be the same as provided for in clause 6.2.6 of this Agreement (namely, the performance of an aggregate of 1200 hours of paid work).

6.10.3 For the purpose of this clause (clause 6.10), all relevant service with the College or another employer will be recognised.

## **6.11 Allowances**

### *6.11.1 Moderation allowance*

- (a) A Teacher who performs moderation duties and is responsible to a district moderation meeting for the assessment of a subject (or subject area) for years 10, 11 or 12 shall be paid an allowance as set out in Schedule 1 to this Agreement.
- (b) The allowances prescribed by clause 6.11.1(a) will not be paid to a Teacher who is in receipt of a Co-ordinators or Head of Department allowance as prescribed by clause 6.11.2 or to a Teacher who is excluded by the provisions of this Agreement.

### *6.11.2 Co-Ordinators and Heads of Department Allowance*

This provision applies to a teacher appointed to carry out additional responsibilities as described.

- (a) Eligibility
  - (i) A leadership allowance will be paid to a teacher appointed as a Coordinator or Head of Department (HOD) 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 or otherwise provided for in this Agreement, e.g. Moderation.
  - (ii) an allowance is linked to a position of leadership (Coordinator or HOD) rather than tied to an individual Employee.
  - (iii) The Principal of the College determines who holds a position that is eligible for a leadership allowance.
- (b) Notification
  - (i) The Principal 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.
  - (ii) The Principal will advise the Employee of the level of allowance to be paid in accordance with the scale as shown in Schedule 1 of this Agreement.
- (c) This provision does not pertain to positions that would be considered to be in the nature of a Deputy Principal positions which would not be covered by this Agreement.

## **6.12 Class Sizes**

6.12.1 The Employer and Employees recognise that class size has implications for the work of teachers and as such pertains to the employment relationship.

6.12.2 The Employer and Employees acknowledge that the achievement of educational outcomes for students is influenced by a wide range of factors including student ability, educational programs, pedagogy, resources, time on task, the quality of classroom interactions and relationships and parental attitudes and support. Over the life of the

Agreement the Employer will continue to develop and implement strategies that support teachers with the provision of quality educational programs and sound teaching practices so as to provide students with opportunities to achieve optimal educational outcomes.

With this in mind, the employer will continue to consider class staffing and resourcing levels when allocating classes to teachers. The employer will endeavour to achieve class sizes that are balanced with overall school resourcing and budgetary constraints. The school enrolment patterns and demographic trends will also inform decisions about class sizes and resource allocation.

6.12.3 The Employer will make every effort to keep class sizes balanced taking into account college resourcing and budgetary constraints. In the event that class sizes increase, the Head of College will consult with the classroom teacher through their immediate supervisor, on matters that related to appropriate supports and assistance. This consultation will consider the variables outlined in clause 6.12.4.

6.12.4 The employer will consider:

- (a) individual staff preferences, expertise and experience in their allocation of classes;
- (b) the staffing and resource needs for classes that have a high proportion of students who have definite challenges to their learning because of:
  - (i) socio-economic background;
  - (ii) learning capabilities, including students with identified learning needs;
  - (iii) linguistic background;
  - (iv) cultural background;
- (c) class size data when making allocations of teachers to classes.
- (d) making adjustments as appropriate, to address duty of care and Workplace Health and Safety matters; and
- (e) the particular circumstances, staffing and resource requirements where multi-age, composite and practical classes operate so that appropriate support is provided.

6.12.5 Where there is the possibility of increased class sizes, the class arrangements shall be the subject of a timely and consultative process with staff affected as soon as the issue becomes apparent and in accordance with the consultative principles contained in this Agreement to establish appropriate measures to ameliorate any identified negative impact on student learning and/or teacher workload.

6.12.6 The final decision about class sizes and the allocation of classes to teachers is the responsibility of the

Principal.

### **6.13 Camps**

6.13.1 It is understood between the parties that attendances 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.

6.13.2 The parties acknowledge that the school may compensate teachers directed to attend school camps in a variety of ways.

6.13.3 Where a teacher is directed to attend a school camp in excess of hours of duty requirements, compensation for directed attendance at the camp will be negotiated as mutually agreed between the school and the teacher prior to the teacher going on camp. If mutual agreement as to compensation cannot be reached, then the teacher will not be required to attend the camp.

### **6.14 Replacement Teaching Provision**

The College agrees that when a teacher is absent from work due to the accessing of leave, they will be replaced by an external supply teacher for the duration of their absence. This clause will not apply where the absence is less than five (5) hours, or if replacements can be achieved via 'in lieu' arrangements for teachers who receive more than the minimum preparation and correction.

Where an appropriate supply teacher is not available the College will take into consideration the curriculum responsibility of teachers with the avoidance of excessive class sizes, as per Clause 6.12.

### **6.15 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) A "Community Teacher" means a person appointed as such who is not a registered teacher but who has responsibilities in relation to the delivery of an educational programme in relation to the delivery of Arabic, cultural and/or Islamic studies at the College.
- (d) "Primary School" means any school not under the direct control of the Employer which provides primary education. There may be attached to it a Secondary Department.
- (e) "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.
- (f) "Teacher" means and includes any Employee other than the headmaster/headmistress or principal, who is ordinarily engaged in teaching full-time or part time on the staff of a

school.

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

- (g) "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.
- (h) "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.
- (i) "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. Any application for recognition of prior teaching service and experience must be made in accordance with College policy, and within 20 weeks of commencing employment at the College.

## **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 37¼ 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).

7.2.3 Subject to clauses 2.3 and 5.1 of this Agreement; the Employer may vary the terms of engagement of any Employee other than a casual Employee by providing two (2) weeks' notice of such changes unless it is mutually agreed between the Employer and Employee for a shorter period of time.

### **7.3 Part-time Employment**

7.3.1 A part-time Employee is an Employee who:

- (a) is employed for less than 37¼ 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 work pattern including the normal starting and finishing times prescribed in clause 7.10.3 will be in accordance with methods of altering the ordinary hours of work for full-time Employees.

7.3.4 Subject to clause 7.2.3 the agreed number of ordinary hours per week may be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

7.3.5 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.

7.3.6 A part-time Employee employed under the provisions of clause 7.3 must be paid for ordinary hours worked at the rate of 1/37¼<sup>th</sup> of the weekly rate prescribed for the class of work performed.

7.3.7 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.

7.3.8 Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, and vice versa. If such 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 anyone engagement.

7.4.2 A casual Employee shall be paid an hourly rate equal to  $1/37\frac{1}{4}$ <sup>th</sup> 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  $37\frac{1}{4}$ .

7.5.2 Employees under clause 7.5 shall be entitled to receive pro rata entitlements to annual leave and personal/carer's 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)  $37\frac{1}{4}$  ordinary hours per week but less than 52 weeks per annum; or
- (b) Less than  $37\frac{1}{4}$  ordinary hours per week and less than 52 weeks per annum.

7.5.5 A fixed term is an Employee appointed 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) Filing of a position of a specified Employee who is on nominated leave from the College.
- (e) Filling of a position of an Employee arising from a termination, where such position is declared vacant and no suitable permanent appointee is available.

7.5.6 Fixed term appointees will be employed for a period no greater than twelve (12) months and shall not be regarded as probationary Employees. Provided that if the short term need exists after the 12 month period, the fixed term appointment may be re-negotiated.

7.5.7 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.

## 7.6 Averaging Salaries over the Year for Term Time Employees

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

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

Where:

- Calculated weekly rate = Applicable rate determined by this Agreement and reduced proportionately where the part time Employee works less than 37.25 hours per week.
- Weeks to be worked = Projected number of weeks to be worked by the Employee to the year end.
- Pays/weeks to Year End = Number of pays/weeks to the end of year excluding the last 4 weeks.

7.6.2 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

7.6.3 All such agreements in which clause 7.6.1 is used as the method of calculation shall operate to the exclusion of any other provision in this Agreement related to calculation of wages."

## 7.7 Classification Process

7.7.1 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 7.7.2 using the position description developed in accordance with clause 7.7.1 (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 7.9.1.

7.7.2 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 7.7.1 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.

7.7.3 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 2.2 of this Agreement. At any meeting specified in clause 2.2.3 the person who made the decision about the classification review shall, wherever possible, participate.

7.7.4 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 used if the characteristics of a level cannot be easily applied in all 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.

7.7.5 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. Subject to the provisions of Schedule 1, 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 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.

## **7.8 Incremental Advancement**

7.8.1 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.

7.8.2 For the purposes of establishing the entitlement of an Employee to a yearly pay increment a year's service shall constitute 1937 hours of duty.

7.8.3 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 7.7.2.

7.8.4 An Employee may be appointed to a higher level without having progressed through all pay points within a lower level.

## **7.9 Recognition of Previous Service for Salary Purposes**

7.9.1 Recognition of years of service for salary purposes shall include any 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.

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

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

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

## **7.10 Wages**

### **7.10.1 Adult Wages**

The minimum rates of pay for adult Employees shall be as set out in Schedule 1 for School Officers.

### **7.10.2 Junior Wages**

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

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

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

## **7.11 Hours of Work**

7.11.1 The ordinary hours of work for an Employee shall not exceed 37½ hours per week.

7.11.2 Ordinary hours of work for School Officers shall be worked continuously (except for meal breaks) between 7.30 am and 5.30 pm on Mondays to Fridays inclusive.

7.11.3 The normal starting and finishing times of ordinary hours shall be established at the point of engagement and may only be varied by consultation under Clause 2.3 of this Agreement. Where agreement cannot be reached by the Employer and Employee concerned, such changes will only be introduced with 2 weeks' notice, or shorter period by mutual agreement.

## **7.12 Overtime**

7.12.1 All time worked outside of the hours prescribed in clause 7.11.2 (or clause 8.4.1 for bus drivers and maintenance staff) 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.

### **7.12.2 Time in Lieu**

In lieu of payment of overtime as provided in clause 7.12.1, an Employee:

- (a) May bank hours so worked and then access these hours as Time off in Lieu (TOIL) of overtime in consultation with the Principal;
- (b) 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 Principal and the Employee, however, generally such time would be expected to be accessed during vacation periods;

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, and paid at the overtime rate applicable for when the overtime was worked.

## **7.13 Rest Pauses**

7.13.1 Full-time Employees shall receive a paid rest pause of 10 minutes' duration after each period of 3 hours worked with a maximum of 2 rest pauses per shift

7.13.2 Employees other than full-time who work a minimum of 3 consecutive ordinary hours but less than 6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work at least 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.

7.13.3 Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

7.13.4 Notwithstanding the foregoing, where the Employer and the Employees agree the rest pauses may be combined.

## **7.14 Meal Break**

An Employee shall be entitled to an unpaid meal break of 30 minutes per working day no later than 5 hours after commencing duty.

## **7.15 School Officers – Camps**

7.15.1 In the event of a School Officers being directed to attend a camp, the School Officers is entitled to be paid an overtime payment at the applicable rates as specified in clause 7.12 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 Officers.

7.15.2 Overtime taken as time off in lieu during ordinary hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

#### **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 1.

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 1

#### **7.17 School Officers– Qualifications Allowance**

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

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

7.17.3 A School Officer entitled to the qualification allowance prescribed in this clause 7.17 will not be entitled to the allowance prescribed in clause 7.16.

#### **7.18. School Officer-Higher Duties**

- (a) The employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.
- (b) A school officer who performs duties for one day or more that constitute the whole or substantially the whole type of duties which would attract the higher classification, will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

### **PART 8. CONDITIONS SPECIFIC TO GROUNDS STAFF AND BUS DRIVERS**

#### **8.1 Employment Conditions**

The employment conditions for Grounds Staff and Bus Drivers shall be as contained in Part 7 - Conditions Specific to School Officers, except for the determination of wages and classification levels,

and specific provisions in relation to ordinary hours of work contained in this Part 8. This is notwithstanding that these categories of Employees are identified in that Part as being exempted from application of Part 7.

## **8.2 Classification Levels**

Subject to the provisions of Schedule 1 applicable to the wage classifications of Grounds Staff and Bus Drivers, all Employees subject to this Part shall be classified into one of the following levels:

### **Level 1 - Typical activities**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting trades personnel with manual duties
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Taking care of school vehicles, including driving buses for less than 25 passengers
- *Occupational equivalent:* grounds/maintenance assistant, Bus Driver, handyperson.

### **Level 2 -Typical activities**

- Undertaking general gardening tasks including the preparation and planting procedures
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent:* gardener, School Bus Driver

### **Level 3 - Typical Activities**

- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Responsibility for the basic maintenance of school property
- *Occupational equivalent:* tradesperson, Property Maintenance Officer

### **8.3 Wages**

The remuneration attaching to the levels described in clauses 8.2 above shall be as set out in Schedule 1 to this Agreement, provided that any junior Employee appointed to a position whose remuneration does not exceed the rates prescribed for a Level 1 or 2 Employee under Part 7 shall be paid the percentage of the adult rate as set out in clause 7.10.2 of this Agreement.

### **8.4 Ordinary hours of work**

8.4.1 Employees engaged as Grounds staff or Bus Driver to whom Part 8 applies will work ordinary hours within the spread of hours of 6.00 am to 6.00 pm, Monday to Friday inclusively and the ordinary hours of work for a full-time Employee will be the equivalent of 38 hours per week.

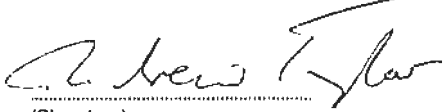
8.4.2 The provisions of Part 7 will apply to Employees covered by this Part 8 with the exception of the span of hours which will be as prescribed in clause 8.4.1 and that part-time and casual Employees hourly rates of pay will be determined based on 38 ordinary hours per week rather than 37 ¼ as prescribed for School Officers in Part 7 of this Agreement.

8.4.3 The ordinary hours of work in clause 8.4.1 may be averaged over a period of a fortnight or four weeks.

**PART 9 - SIGNATORIES**

Signed for and on behalf of the Australian  
International Islamic College

(ABN 85 802 283 515)

  
.....  
(Signature)

ANDREW TAYLOR  
.....  
(Full Name)

PRINCIPAL  
.....  
(Position)

724 BLUNDER RD  
DURACK 4097  
.....  
(Address)

29/11/2022  
.....  
(Date)

In the presence of


  
.....  
(Signature)

MUHAMMAD TAMEER SUKKARIET  
.....  
(Full name)

Chairman  
.....  
(Position)

Signed for and on behalf of  
Independent Education Union of  
Australia - Queensland Northern  
Territory Branch

(ABN 74 662 601 045)

  
.....  
(Signature)


PAUL NOEL GILES  
.....  
(Full Name)

ASSISTANT SECRETARY / TREASURER  
.....  
(Position)

346 TURBOT STREET  
.....  
SPRING HILL QLD 4000  
.....  
(Address)

29/11/2022  
.....  
(Date)

In the presence of

  
.....  
(Signature)

KAREN ELIZABETH DEVIN  
.....  
(Full name)

PROJECT OFFICER  
.....  
(Position)

**SCHEDULE 1 WAGES & ALLOWANCES**

**NOTES:**

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.

Australian International Islamic College Teaching Staff									
	1/01/2022	1/07/2022		1/07/2023		1/07/2024		1/07/25	
	Annual	Annual	Per F/N	Annual	Per F/N	Annual	Per F/N	Percentage increase for 1 July 2025 will be in accordance with Clause 4.1.	
Band 2 Step 1	72,470	78,490	3,008.43	81,630	3,128.77	84,078	3,222.63		
Band 2 Step 2	74,445	82,324	3,155.39	85,617	3,281.60	88,185	3,380.05		
Band 2 Step 3	78,327	86,234	3,305.25	89,683	3,437.46	92,374	3,540.58		
Band 2 Step 4	82,243	90,293	3,460.83	93,905	3,599.26	96,722	3,707.24		
Band 2 Step 5	86,160								
Band 3 Step 1	89,625	94,015	3,603.49	97,776	3,747.63	100,709	3,860.06		
Band 3 Step 2	92,710	97,873	3,751.36	101,788	3,901.42	104,842	4,018.46		
Band 3 Step 3	95,968	101,781	3,901.15	105,852	4,057.20	109,028	4,178.91		
Band 3 Step 4	99,434	104,193	3,993.60	108,361	4,153.34	111,612	4,277.94		
<b>Senior Teacher</b>									
									118 409 p.a

	<b>Australian International Islamic College Community Teachers</b>							
	<b>1/01/2022</b>	<b>1/07/2022</b>		<b>1/07/2023</b>		<b>1/07/2024</b>		<b>1/07/25</b>
	Annual	Annual	Per F/N	Annual	Per F/N	Annual	Per F/N	Percentage increase for 1 July 2025 will be in accordance with Clause 4.1.
CT 1	55,068	58,923	2,258.44	61,280	2,348.78	63,118	2,419.24	
CT 2	58,046	62,109	2,380.58	64,594	2,475.80	66,531	2,550.07	
CT 3	61,046	65,319	2,503.61	67,932	2,603.76	69,970	2,681.87	
CT 4	64,166	68,658	2,631.57	71,404	2,736.83	73,546	2,818.94	
CT 5	67,299	72,010	2,760.06	74,890	2,870.46	77,137	2,956.57	
CT 6	69,673	74,550	2,857.42	77,532	2,971.72	79,858	3,060.87	
CT 7	72,069	77,114	2,955.69	80,198	3,073.91	82,604	3,166.13	
CT 8		79,989	3,065.89	83,189	3,188.52	85,684	3,284.18	
CT 9		83,092	3,184.82	86,416	3,312.21	89,008	3,411.58	
CT 10		86,315	3,308.36	89,768	3,440.69	92,461	3,543.91	

**Australian International Islamic College School Officers**

	1/01/2022	1/07/2022		1/07/2023		1/07/2024		1/07/25
		Annual	Per F/N	Annual	Per F/N	Annual	Per F/N	Percentage increase for 1 July 2025 will be in accordance with Clause 4.1.
SOL1ST1	51,717	55,337	2,121.01	57,551	2,205.85	59,277	2,272.03	
SOL1ST2	52,311	55,973	2,145.37	58,212	2,231.19	59,958	2,298.12	
SOL1ST3	52,898	56,601	2,169.45	58,865	2,256.22	60,631	2,323.91	
SOL1ST4	53,490	57,234	2,193.73	59,524	2,281.47	61,309	2,349.92	
SOL2ST1	54,073	57,858	2,217.64	60,172	2,306.34	61,978	2,375.53	
SOL2ST2	54,891	58,733	2,251.18	61,083	2,341.23	62,915	2,411.47	
SOL2ST3	55,428	59,308	2,273.21	61,680	2,364.13	63,531	2,435.06	
SOL3ST1	56,048	59,971	2,298.63	62,370	2,390.58	64,241	2,462.30	
SOL3ST2	57,671	61,708	2,365.20	64,176	2,459.80	66,102	2,533.60	
SOL3ST3	58,685	62,793	2,406.78	65,305	2,503.05	67,264	2,578.15	
SOL3ST4	59,203	63,347	2,428.03	65,881	2,525.15	67,858	2,600.90	
SOL4ST1	60,217	64,432	2,469.61	67,009	2,568.40	69,020	2,645.45	
SOL4ST2	61,230	65,516	2,511.16	68,137	2,611.60	70,181	2,689.95	
SOL4ST3	62,625	67,009	2,568.37	69,689	2,671.10	71,780	2,751.24	
SOL5ST1	63,599	68,051	2,608.31	70,773	2,712.65	72,896	2,794.03	
SOL5ST2	64,612	69,135	2,649.86	71,900	2,755.85	74,057	2,838.53	
SOL5ST3	65,966	70,584	2,705.39	73,407	2,813.61	75,609	2,898.01	
SOL6ST1	68,416	73,205	2,805.87	76,133	2,918.10	78,417	3,005.65	
SOL6ST2	70,856	75,816	2,905.94	78,849	3,022.18	81,214	3,112.84	
SOL6ST3	73,330	78,463	3,007.40	81,602	3,127.70	84,050	3,221.53	
SOL6ST4	75,551	80,840	3,098.49	84,073	3,222.43	86,595	3,319.10	
SOL6ST5	76,630	81,994	3,142.74	85,274	3,268.45	87,832	3,366.50	
SOL7ST1	77,644	83,079	3,184.33	86,402	3,311.70	88,994	3,411.05	
SOL7ST2	78,657	84,163	3,225.87	87,530	3,354.91	90,155	3,455.55	
SOL7ST3	81,364	87,059	3,336.89	90,542	3,470.37	93,258	3,574.48	
SOL7ST4	-	90,823	3,481.14	94,456	3,620.39	97,290	3,729.00	
SOL7ST5	-	94,673	3,628.71	98,460	3,773.86	101,414	3,887.07	

**Australian International Islamic College Bus Drivers/Groundsmen**

	1/01/2022	1/07/2022		1/07/2023		1/07/2024		1/07/25
		Annual	Per F/N	Annual	Per F/N	Annual	Per F/N	Percentage increase for 1 July 2025 will be in accordance with Clause 4.1.
Level 1.1	50,966	53,005	2,031.61	55,125	2,112.87	56,779	2,176.26	
Level 1.2	52,038	54,120	2,074.34	56,284	2,157.31	57,973	2,222.03	
Level 1.3	53,110	55,234	2,117.07	57,444	2,201.75	59,167	2,267.81	
Level 2.1	54,176	56,343	2,159.56	58,597	2,245.95	60,355	2,313.33	
Level 2.2	55,617	57,842	2,217.01	60,155	2,305.69	61,960	2,374.86	
Level 3.1	56,056	58,298	2,234.51	60,630	2,323.89	62,449	2,393.60	
Level 3.2	57,133	59,418	2,277.44	61,795	2,368.53	63,649	2,439.59	

**ALLOWANCES**

<b>Australian International Islamic College Moderation Allowance – (Clause 6.11.21)</b>							
	<b>Remuneration as from 1 July 2022</b>		<b>Remuneration as from 1 July 2023</b>		<b>Remuneration as from 1 July 2024</b>		<b>Remuneration as from 1 July 2025</b>
	<b>Per Fortnight</b>	<b>Per annum</b>	<b>Per Fortnight</b>	<b>Per annum</b>	<b>Per Fortnight</b>	<b>Per annum</b>	
(A)	\$35.18	\$918	\$36.59	\$955	\$37.69	\$983	Percentage increase for 1 July 2025 will be in accordance with Clause 4.1.
(B)	\$23.82	\$621	\$24.77	\$646	\$25.52	\$666	
<p>NOTES:</p> <p>(A) Applies where the teacher is responsible for 3 or more teachers (including the teacher receiving the allowance) in the subject area.</p> <p>(B) Applies where the teacher is responsible for 2 or more teachers (including the teacher receiving the allowance) in the subject area.</p>							

Australian International Islamic College Coordinator and Heads of Department Allowance – (Clause 6.11.2)							
Position	Allowance as from 1 July 2022		Allowance as from 1 July 2023		Allowance as from 1 July 2024		Allowance as from 1 July 2025
	Per Fortnight	Per annum	Per Fortnight	Per annum	Per Fortnight	Per annum	Percentage increase for 1 July 2025 will be in accordance with Clause 4.1
Head of Department	\$476.15	\$12423	\$495.20	\$12920	\$510.05	\$13307	
Coordinator	\$132.65	\$3,461	\$137.96	\$3,599	\$142.10	\$3,707	
Double Coordinator	\$176.88	\$4,615	\$183.96	\$4,799	\$189.48	\$4,943	

Australian International Islamic College First Aid Allowance – (Clause 7.16)						
	Allowance as from 1 July 2022		Allowance as from 1 July 2023		Allowance as from 1 July 2024	
	Per Fortnight	Per annum	Per Fortnight	Per annum	Per Fortnight	Per annum
Allowance	\$37.20	\$971	\$38.69	\$1009	\$39.85	\$1040

**Australian International Islamic College  
School Officers– Qualifications Allowance – (Clause 7.17)**

	Allowance as from 1 July 2022		Allowance as from 1 July 2023		Allowance as from 1 July 2024	
	Per Fortnight	Per annum	Per Fortnight	Per annum	Per Fortnight	Per annum
Allowance	\$48.86	\$1275	\$50.82	\$1326	\$52.34	\$1366

**SCHEDULE 2 –Teacher Classification Salary Scale.**

From date of successful ballot of Agreement, the current AIC Teacher classification scale will be replaced by a slightly amended new scale. Band 2 Step 5 will be removed from the date of a successful ballot for this Agreement.

<b>AIC Agreement 2019-2021</b>	<b>AIC Agreement 2022-2025</b>
Band 2 Step 1	Band 2 Step 1
Band 2 Step 2	Band 2 Step 2
Band 2 Step 3	Band 2 Step 3
Band 2 Step 4	Band 2 Step 4
Band 2 Step 5-	
	Band 3 Step 1
Band 3 Step 1	Band 3 Step 2
Band 3 Step 2	Band 3 Step 3
Band 3 Step 3	Band 3 Step 4
Band 3 Step 4	
	<b>Senior Teacher (from 1/7/25)</b>

- (a) Teachers on Band 2 Step 5 will move to Band 3 Step 1 on the date of successful ballot.
- (b) Teachers on all other classification steps will remain on that step until their anniversary date.

### **SCHEDULE 3 –Appraisal Process Principles**

This schedule should be read in conjunction with the Performance Review and Development Policy.

The appraisal process principles are elaborated in the following terms:

#### **S3.1 Shared Responsibility**

The responsibility for the appraisal process is shared by the employer and the appraisee and includes areas of responsibility within the process.

#### **S3.2 Negotiation**

The broad framework of the process should be negotiated by the Principal/appraisee e.g. appraisal participants, timeline and resourcing.

#### **S3.3 Consultation**

- (a) The Principal consults collaboratively with the role holder for input and advice.
- (b) The final decision on the appraisal process rests with the Principal.

#### **S3.4 Self-Review of Performance Based on Role Description and Duty Statement**

- (a) These documents set and inform the parameters for the format of the self-review.
- (b) The appraisee reflects upon practice during the term under review and provides feedback in a negotiated format.
- (c) The self-review may be a culmination of on-going documentation of practice.
- (d) The reflection includes areas of performance that are believed to have been effective and/or may require further development.
- (e) It is the performance of the incumbent that is being reviewed. There is no judgement of the person involved.

#### **S3.5 Validation**

- (a) Within the framework of the process, data related to the role and duty statements will be gathered to validate the self-review.
- (b) The methodology for validation shall form part of the consultation process.

#### **S3.6 Documentation:**

In the case of a Summative Appraisal a written report is generated and is submitted to the Principal. The report remains the property of the Principal and the appraisee.

#### **S3.7 Confidentiality:**

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

#### **S3.8 Natural Justice:**

- (a) The appraisee is advised of the content of information obtained in relation to the appraisee as part of the process. Only information which has been substantiated will form part of the

appraisal process.

- (b) The appraisee has the right to approach the panel to be informed of the content and nature of the information gathered and the identity of those who supplied it.
- (c) The appraisee is given reasonable opportunity to respond to the matters dealt with in the information.
- (d) Any person asked to provide information for use in an appraisal process is to be advised, at the time of the request, that such information and the identity of the person providing the information may be made known to the appraisee.

### S3.9 Resourcing:

- (a) Provision of appropriate resources for the appraisee and those undertaking a role in the appraisal will be negotiated.
- (b) Those elements of the process which are of the nature of self-appraisal will not receive additional resources from the employing authority.
- (c) The level of resourcing to address the outcomes of appraisal will be a matter of negotiation between the appraisee and the Principal