LUTHERAN SCHOOLS ENTERPRISE AGREEMENT 2005

File No. 7592 of 2005

This Agreement shall come into force on and from 1 August 2005 and have a life extending until 31 July 2007

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994

DATED 22 NOVEMBER 2005-12-02

P J HAMPTON
COMMISSION MEMBER
Lutheran Schools Enterprise Agreement 2005

Part I  Application and Operation of the Agreement.

CLAUSE 1 : TITLE

This Agreement will be known as the Lutheran Schools Enterprise Agreement 2005.

CLAUSE 2 : APPLICATION OF AGREEMENT

The Agreement is made pursuant to the provisions of the Fair Work Act 1994 and replaces the Lutheran Schools Enterprise Agreements 2003 (File No: 5825 of 2003).

CLAUSE 3: ARRANGEMENT

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CLAUSE 4 : PARTIES BOUND

4.1 This Agreement is binding on the Lutheran schools in South Australia, members of the Lutheran Schools Association listed below in sub-clause 4.7.

4.2 The Agreement shall be binding on all employees of Lutheran schools in South Australia members of the Lutheran Schools Association who are bound by the scope of the awards listed in Clause 6.

4.3 The Agreement shall be binding on all employees of Lutheran pre-schools in South Australia who are members of the Lutheran Schools Association save that a separate salary schedule shall relate to teachers employed in these institutions. The salary schedule for the purposes of this clause will be those rates of pay as applied from time to time to the equivalent employees within the South Australian Government Schools Sector under the relevant certified Agreement and/or Award applicable to that sector.

4.4 The Agreement shall not be binding on employees employed in Lutheran ‘Out of School Care and Vacation Care Programs’. The LSA will collect data about and undertake an investigation into their conditions of employment during the life of the Agreement with a view to their being bound by subsequent replacement Agreements.

4.5 This Agreement is binding on the Independent Education Union (SA) in respect of its members.

4.6 Clause 1.3.2 of the School Assistants (Non Government Schools) Award is to be varied so that all persons employed as non-teaching staff by schools party to this Agreement are bound by the provisions of this Agreement and the award with the exception of those employed as tutors who are not employed as Boarding House Supervisory Staff; Bursars; ministers of religion.

4.7 List of Lutheran schools bound by this Agreement ~ members of the Lutheran Schools Association:

4.7.1 Schools

1. Calvary Lutheran Primary School
2. Concordia College
3. Cornerstone College
4. Crossways Lutheran School
5. Encounter Lutheran School, Victor Harbor
6. Endeavour College
7. Faith Lutheran Secondary School
8. Golden Grove Lutheran Primary School
9. Good Shepherd Lutheran School, Angaston
10. Good Shepherd Lutheran School, Para Vista
11. Immanuel College
12. Immanuel Lutheran School, Gawler
13. Immanuel Primary School, Novar Gardens
14. Lobethal Lutheran Primary School
15. Loxton Lutheran School
16. Maitland Lutheran School
17. Our Saviour Lutheran School
18. Redeemer Lutheran School
19. Spring Head Trinity Lutheran School
20. St Jakobi Lyndoch Lutheran School
21. St John’s Lutheran School, Eudunda
22. St John’s Lutheran School, Highgate
23. St Mark’s Lutheran Primary School
24. St Martins Lutheran College
25. St Michael’s Lutheran School
26. St Paul Lutheran School
27. St Peter’s Lutheran School
28. Tanunda Lutheran School
29. Tatachilla Lutheran College
30. Unity College
31. Vineyard Lutheran School, Clare
32. Waikerie Lutheran Primary School

4.7.2 Preschools
33. Zion Pre-School Centre, Gawler
34. Calvary Lutheran Kindergarten, Morphett Vale
35. St Martins Lutheran Kindergarten, Mount Gambier
36. Concordia Lutheran Kindergarten, Murray Bridge
37. Salisbury Lutheran Kindergarten, Salisbury

CLAUSE 5 : TERM OF AGREEMENT

This Agreement shall take effect on and from 1 August 2005 irrespective of the date of Certification and will remain in force for twenty-four (24) months until 31 July 2007 provided that it will then continue in force until amended, rescinded or replaced.

CLAUSE 6 : RELATIONSHIP WITH “PARENT” AWARDS

6.1 This Agreement is to be read in conjunction with the following Awards:

1. Teachers (Non-Government Schools) Award
2. School Assistants (Non-Government Schools) Award
3. Non Government Schools Superannuation Award as at 30 June 2005

6.2 The awards continue in force provided that if there is any inconsistency between this Agreement and the awards then this Agreement will take precedence only to the extent of that inconsistency.

6.3 Hereafter
- the Teachers (Non-Government Schools) Award will be called the Teachers Award.
- the School Assistants (Non-Government Schools) Award will be called the School Assistants Award.
CLAUSE 7 : PRESERVATION OF AWARD AND LEGISLATIVE CONDITIONS

For the term of this Agreement, any benefits or entitlements relating to conditions of employment which, at the date of certification of this agreement, are contained in the parent awards will not be altered by any subsequent legislation.

7.1 Subject to this clause the
- Teachers (Non-Government Schools) Award as at 30 June 2005.
- School Assistants (Non Government Schools) Award as at 30 June 2005.
- Non Government Schools Superannuation Award as at 30 June 2005 shall be Part B to this Agreement and form part of this Agreement except where inconsistent with this agreement. In the event that the provisions of Part B Awards are inconsistent with the provisions of this agreement, the agreement conditions shall override Part B Award conditions to the extent of any inconsistency.

7.2 The conditions of
- “Chapter 3 – Employment” of the Fair Work Act 1994 (including, but not limited to, Part 1- General Conditions of Employment and Division 2 – minimum standards, and Part 6 – Unfair Dismissal) and
- Schedules 3 to 11 inclusive of the Fair Work Act 1994 as at 30 June 2005 shall form a part of this agreement except where inconsistent with this agreement.

7.3 The Conditions of the Long Service Leave Act 1987 as at 30 June 2005 shall form a part of this agreement except where inconsistent with this agreement or superior arrangements in place at the school level.

7.4 In the event that the legislative provisions above are inconsistent with the provisions of this agreement, the agreement conditions shall override the legislative conditions to the extent of any inconsistency.

7.5 No employee shall be worse off by operation of this clause and the inclusion of Part B Awards and legislative provisions.

CLAUSE 8 : RENEGOTIATION OF THIS AGREEMENT

The parties agree to commence negotiations of an amendment, renewal or replacement of this Agreement in the following way:

8.1 A meeting of employee and employer representatives shall be convened by the employer representatives to commence the re-negotiation of this agreement in November 2006 to set the agenda for extensive negotiations in 2007. Employer representatives shall give at least 2 weeks notice for this meeting.

8.2 A written proposal detailing the issues to be discussed is expected from both employers and employees along with any supporting documentation considered necessary.

8.3 A second meeting shall be held in February 2007 to clarify the concerns of the parties.
8.4 Regular meetings are to commence in March 2007 and continue until agreement is reached with the intention to reach agreement by 1 August 2007.

**CLAUSE 9 : REVIEW OF EMPLOYEE PARTICIPATION IN ENTERPRISE BARGAINING**

9.1 Employee representatives indicated that a review of the arrangements for employee involvement in the bargaining process was required.

9.2 The employee decision about their involvement shall be recorded in the next enterprise agreement.

**CLAUSE 10 : EMPLOYEE PARTICIPATION IN ENTERPRISE BARGAINING NEGOTIATIONS**

The parties to the agreement believe that all employees have a right to participate in negotiations for future enterprise agreements. Participation in negotiations may be by way of any of the following:

10.1 Lutheran Employees Reference Group - a group of employee representatives that have been elected by employees for the purpose of representing their views and negotiating enterprise agreements and may include both union and non union members. The groups shall include representation from preschool centres. The negotiating team shall be elected from the group.

10.2 IEU (SA) – members may have the union negotiate on their behalf.

10.3 Seeking assistance from the Employee Ombudsman.

10.4 Appointing an agent of their choice (including self representation).
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**CLAUSE 11 : COMPLAINTS PROCEDURES**

11.1. Both parties agree that complaints about employees need to be handled with sensitivity, care and compassion.

11.2. The agreed procedure for dealing with complaints is attached in Schedule 11 and shall be used in all schools party to this Agreement.

**CLAUSE 12 : GRIEVANCE PROCEDURE**

12.1 This clause replaces Clause 3.2 Grievance Procedure From Teachers (Non Government Schools) Award and Clause 3.2 of the School Assistants (Non Government Schools) Award.

12.2 A Grievance is any industrial or employment matter that may result in a dispute or is likely to create a dispute and shall be dealt with in accordance with this clause.

12.3 The parties agree that:

12.3.1 Each employee has the right to present a grievance without fear of retribution, retaliation, harassment, bullying, etc. by any other party.

12.3.2 Employee grievances shall be addressed promptly and efficiently.

12.3.3 Most issues will be resolved informally between employee(s) and the Principal or delegate. In the event that an employee is not satisfied with this informal process, sub-clause 12.4 of this clause will apply.

12.3.4 The resolution of any grievance shall be by means that neither disrupt nor damage the school’s optimum operation.

12.3.5 Pending resolution of the grievance, work as described prior to the dispute will continue.

12.3.6 The following procedures will apply in the resolution of any grievance.

12.4 Grievance Procedure

12.4.1 The employee will notify in writing the Principal or delegate of the nature of the grievance and the remedy sought.

12.4.2 The Principal or delegate shall convene a meeting between the aggrieved employee(s) and the Principal or delegate as soon as practicable and not more than seven (7) days following the notification of the grievance.

12.4.3 All parties have the right to be accompanied at that meeting by another person. An employee shall be advised of this right when the meeting is notified. The choice of representative shall rest with the employee.

12.4.4 Full documentary information relating to the grievance shall be provided to the other parties.

12.4.5 The meeting shall consider all relevant information and will be conducted in accordance with procedural fairness principles.

12.4.6 If, after the meeting, the employee is still of the belief that the matter has not been resolved satisfactorily, the employee may appeal to the Director of Lutheran Schools who shall convene a conciliation conference on the matter in dispute. An employee may elect to be represented at such a conference.
12.4.7 The Director shall respond promptly to any appeal.
12.4.8 A record of decisions and outcomes may be appended to the employee’s personal file. Nothing shall be included in such a file without the knowledge of the employee.
12.4.9 Employees have a right to view their personal files subject to appropriate security and confidentiality arrangements.
12.4.10 Where no mutually satisfactory resolution of the matter is achieved by the appeal to the Director, parties to the dispute may make application pursuant to Chapter 5, Part 3, Division 3 ‘Settlement of industrial disputes’ of the Fair Work Act 1994 (The Act)
12.4.11 An application under the Act may be made at any stage of proceeding.

CLAUSE 13 : CONSULTATION

13.1 Formal consultative arrangements, mechanisms and practices are important and will be developed in each Lutheran school.
The parties recognise the need for, and merit of, ongoing involvement of staff members in the development and evaluation of school policies, practices and programs. The consultation will consider, but not be limited to, items devolved to it by the separate clauses of this Agreement. Any decisions remain the prerogative of the school.

13.2 Schools bound by this Agreement will develop a policy statement describing the formal consultative mechanisms in their school. The policy will include reference to:
- Structure of the consultative process
- Frequency of consultation
- Employee representation
- Mechanisms by which employee representatives will consult with and receive direction from employees
- Development of agendas
- Mechanisms for feedback to employees
- Any other matters as are deemed appropriate by negotiation.

13.3 Such policy statements will be negotiated and agreed between the employer and employees covered by this Agreement in each workplace. Persons authorised to negotiate on behalf of employees will be elected from and by the employees at a formal meeting. Employee agreement to the policy will be determined by simple majority vote in a secret ballot at a subsequent meeting of the employees.
CLAUSE 14: ETHOS STATEMENT

The Lutheran school is an agency of the Lutheran Church of Australia through which the church seeks to carry out its ministry and mission to the people of Australia.

The specific ministry and mission of the Lutheran school is to provide quality formal education in which the Word of God informs all learning, teaching and activities and forgiveness and grace govern the relationships of the members of the school community.

In order to fulfil this ministry and mission, the staff and management in the Lutheran school will be committed to the Christian faith. Teachers will teach in accordance with the Lutheran Church’s confession of the Christian faith. Staff members and management will identify with, uphold and promote the Lutheran ethos of the school and endeavour, by the grace of God, to exemplify and model the Christian lifestyle. Therefore, staff will strive to develop an understanding of the Lutheran school as a community where all individuals are in service to one another because of what Christ has done for us.

CLAUSE 15: HEALTH AND SAFETY REPRESENTATIVES

15.1 Pursuant to the OHSW Act 1986 Part 4, a group of employees at a site should elect a health and safety representative to represent a work group.

15.2 The elected health and safety representative at each worksite will be allocated additional release time to enable them to effectively carry out their duties and responsibilities as prescribed by the Act.

CLAUSE 16: TEACHER WORKLOAD

16.1 The parties to the Agreement recognize that:

16.1.1 Teacher workload is a matter that needs to continue to be addressed at the individual worksite.

16.1.2 ‘Teacher Workload’ involves but is not limited to:

1. Staff devotion (not involving students)
2. Teacher attendance
3. Face to Face teaching
4. Non-Instruction Time [NIT]
5. The protection of the provision of NIT for each teacher

16.2 All workload matters not specifically dealt with elsewhere in this agreement are to be considered through a joint decision making process at each school in accordance with the following:

16.2.1 The documented agreement is to be developed and voted on by all teaching staff at each workplace. To meet the requirements of this clause, a majority of more than 50 percent of those teachers entitled to vote is required.
16.2.2 The vote shall be by secret ballot.
16.2.3 A documented agreement is to be in place for each work site by 1 February 2006. This is to be signed by the principal and an elected staff representative.
16.2.4 The signed agreements are to be circulated to the LSA and Lutheran Employees Reference Group.
16.2.5 If employees are of the opinion that appropriate joint decision making on the matter of workload has not taken place, then the grievance process shall be used.
16.2.6 Schools shall furnish a progress report by the end of Week 4, Term 4, 2005, in a format specified by the LSA.
16.2.7 The final agreement shall be in a format specified by the LSA.
16.2.8 The agreement may be reviewed annually

16.3 The composition of classes will be determined by consultation to enable teachers to best meet the needs of students. Factors to be taken into account will be the educational, social and emotional needs of the students and the level of additional support that will be made available to teachers.

16.4 Consultation with the relevant teachers and the development of a management plan will form part of the process to cater for students with special needs. The school shall consider carefully the requirements for resources to meet students’ needs.

16.5 The parties to this agreement recognise the following components of a teacher’s work:

16.5.1 **Core Activity** refers to those activities that have formed and will continue to form an essential part of each teacher’s responsibility and workload in our schools and consists of two parts:
16.5.1.1 Curricular Activity means time-tabled, face-to-face contact time with students for the purposes of pastoral care, instruction in academic disciplines and/or organisational matters, usually in a classroom but elsewhere on occasions;
16.5.1.2 Co-curricular Activity means professional activity undertaken by a teacher as an essential adjunct to “curricular activity” and includes such activities as staff meetings, pastoral care, yard duty, professional development activities, parent teacher interviews, religious observances, school assemblies, an annual sports day, an annual open day and other activities deemed to be co-curricular following the consultative process in each school.

16.5.2 **Extra Curricular Activity** means the organisation, management or supervision of cultural, social and sporting activities which the school deems to be a desirable component of the educational program of the school.

16.5.3 Since the curricular activities, co-curricular activities and extra-curricular activities are fundamental to the educational and cultural character of the school, teachers are expected to share in these activities to the extent of the workload cap agreed at each site.

16.5.4 If the school wishes to offer extra curricular activities in addition to the local workload agreement, staffing of such activities will occur with the agreement of interested staff. This means that the workload of staff who do
not volunteer to participate in extra-curricular activities will not be increased above the cap of the local workload agreement.

16.5.5 Employers will negotiate with employees who volunteer to engage in extra-curricular activities above the cap, to ascertain if it is necessary, to compensate for the extra curricular involvement.

16.5.6 The consultative committee will be the means by which the distribution of teacher workload will be discussed.

**CLAUSE 17: NON INSTRUCTION TIME (NIT) FOR PRIMARY TEACHERS**

17.1 The non instruction time (NIT) shall be a minimum of 2 hours per week for primary teachers.

17.2 Non instruction time for part-time teachers shall be in proportion of hours worked to the full-time equivalent.

**CLAUSE 18 : STUDENT-FREE FIRST DAY OF SCHOOL TERM**

Consideration of whether the first day of each school term should be a student-free day will be a matter to be considered by each school as part of the consultative process.

**CLAUSE 19 : PROFESSIONAL DEVELOPMENT**

Teachers have a responsibility to maintain and improve their professional proficiency by participating in a variety of work-related developmental activities.

Schools have a responsibility to encourage and facilitate the professional development of their teachers, to involve teachers in the planning and delivery of professional development and to support teachers in meeting their obligations.

Both parties agree that professional development should occur in a planned and structured way, to ensure that the needs of both the school and teachers are met.

19.1 Through consultation, policy and procedures for a structured professional development process will be developed at each school, based on the principles outlined in ‘Teacher Professional Development’ Schedule 3 of this agreement.

19.2 Through discussion and negotiation with colleagues, and the person(s) designated by the school as “the supervisor(s)”, each teacher shall develop an approved Professional Development Plan that incorporates both long and short term goals and addresses the needs of the school, faculty or year level requirements and the personal interests of the teacher.

19.3 Where there is unresolved disagreement between the teacher and the supervisor on the appropriateness of the teacher’s Professional Development Plan, the matter may be negotiated in accordance with the Grievance Procedures.
19.4 The teacher shall maintain a portfolio, which contains documentation of professional development that matches the Professional Development Plan.

**CLAUSE 20 : INDUCTION OF EMPLOYEES**

20.1 The induction of new employees is important and induction processes are to be in place at each school.

20.2 Mentoring is an important component of the induction process and shall take place at each school.

20.3 The selection of mentors is the responsibility of the Principal.

20.4 Induction of new employees will commence on their first day of work and be completed within 8 weeks of commencement.

20.5 In consultation with employers and employee representatives, the LSA Office will prepare a structured approach to induction that will be the minimum requirement of induction at each school party to this agreement. The induction process is to be in place by the beginning of the Term 3 2006 school year.

**CLAUSE 21 : PERFORMANCE MANAGEMENT**

21.1 A Performance Management system is to be established to build a workplace culture in which individuals and groups in Lutheran schools take responsibility for the continuous improvement of their own skill and contributions in the workplace.

21.2 A working party consisting of employees and employers shall make recommendations for inclusion in the next agreement. The Terms of Reference for this working party are in Schedule 12.

**CLAUSE 22: PART-TIME EMPLOYMENT**

22.1 The parties to this Agreement recognise and support the opportunity for employees to achieve a suitable balance between work and other responsibilities.

22.2 Part-time teachers

22.2.1 Subject to other conditions of the Teachers Award, a part-time employee is one who is engaged to work regularly but for less than a full working week. Part-time employees include those engaged in a job sharing arrangement in which two employees share one full-time position on a regular and on-going basis. Part-time and job share employment may be available by negotiation with the Principal.
22.2.3 Following a written request for part-time work, the Principal shall consult with the employee. If a request cannot be accommodated, the employee is entitled to be provided with reasons in writing.

22.2.4 Part-time teachers’ participation in co-curricular and extra-curricular duties is on a pro rata basis.

22.2.5 Part-time teachers who are required to attend nominated school activities or compulsory professional development on a school day or part-day when they do not normally work shall be paid at the casual rate of their appropriate incremental step or be granted time off in lieu (at a mutually agreed time) as the employee elects. Where an employee elects to be paid, the minimum two-hour payment will be disregarded and the additional work will not count as service for determining leave entitlements. Staff meetings and parent-teacher interviews will not be remunerated but attendance at these will be subject to negotiation.

22.2.5.1 Clause 22.2.5 will not apply if the total number of days required to work in a week does not exceed the number normally worked in a week.

22.2.5.2 Employers cannot require an employee to work a day in lieu of a public holiday.

22.2.5.3 If clause 22.2.5 is invoked by the employer, at least 4 weeks notice must be provided to the employee.

22.2.6 Part-time teachers may be requested to change the usual calendar day of teaching to another day on an occasional basis in cases of genuine time-tabling changes. A request by the employer will not be unreasonably denied.

22.2.6.1 Unless the teacher consents, a request to change a teaching day to another day cannot occur more than twice per term.

22.2.6.2 The teacher will not receive any additional payment for changing a day.

22.2.6.3 If the request to change the teaching day results from a public holiday, the teacher must be paid for all days worked in the week in addition to the public holiday. The extra day must be paid at the casual rate of the teacher’s appropriate incremental step and will not count in the calculation of leave entitlements.

22.2.6.4 At least 4 weeks’ notice must be provided to the teacher if clause 22.2.6 is invoked.

22.2.6.5 Part-time teachers cannot be scheduled relief lessons in non-scheduled work time but may be offered to be paid as a TRT.

**CLAUSE 23 : EMPLOYEE ASSISTANCE PROGRAM**

The employer shall provide access for all employees to an Employee Assistance Program.
CLAUSE 24 : LUTHERAN SCHOOL OFFICERS PROFESSIONAL DEVELOPMENT AND TRAINING

24.1 On application to the Principal, Lutheran School Officers may access up to five (5) days of work related professional development or training per school year.

24.2 The cost of the training is to be met by the employer.

24.3 If the training occurs at a non-scheduled work time, then the Lutheran School Officers will have the choice of being paid at their normal hourly rate of pay, or provided with time off in lieu, at a time convenient, after consultation between the employee and employer. Consideration must be given to the school calendar. Time off need not be granted on special school calendar days where attendance at the school of the Lutheran School Officer is critical.

24.4 Principals are to encourage participation in and actively offer professional development to Lutheran School Officers.

CLAUSE 25 : IMMUNISATION FROM INFECTIOUS DISEASES

Immunisation from the infectious diseases listed below is to be made available to all Lutheran School Officers and Teachers on application to the Principal of the school. The fees associated with the treatment are to be borne by the employer.

25.1 Hepatitis B

25.2 Influenza

CLAUSE 26 : PRE-EMPLOYMENT MEDICAL EXAMINATIONS FOR A LUTHERAN SCHOOL OFFICER

26.1 The appointment as a Lutheran School Officer may be subject to the supply of a medical certificate from an approved legally qualified practitioner. The certificate shall indicate that in the opinion of the medical practitioner the person is of sound health and free from any physical or mental defect likely to impair the person’s efficiency in the performance of the duties the person would be required to undertake, if appointed.

26.2 The employer shall pay for the cost of obtaining such certificate.

26.3 The person shall approve the gender of the medical practitioner.
CLAUSE 27: CHARTER FOR TEACHERS IN LUTHERAN SCHOOLS

The parties agree that a Charter for Teachers in Lutheran Schools be developed and agree to undertake a study of Charters for Teachers over the next enterprise bargaining period to reach agreement on a suitable Charter to be included in the next Agreement. A project team shall be established of an equal number of employee and employer representatives to work on the Charter for Teachers in Lutheran Schools. The Charter needs to be owned by all parties.

The Terms of Reference for this project team are in Schedule 7.

CLAUSE 28: ASSESSMENT CRITERIA AND PROCESS FOR ADVANCED SKILL TEACHERS

The parties have agreed to replace ‘Schedule 3. ASSESSMENT CRITERIA AND PROCESS: ADVANCED SKILL TEACHER’ of the Teachers Award with ‘Schedule 4 Assessment Criteria and Process for Advanced Skill Teachers’ attached to this agreement.

CLAUSE 29: REVIEW OF ASSESSMENT CRITERIA AND PROCESS ADVANCED SKILL TEACHERS

Both parties agree that a working party consisting of employer and employee representatives be established to examine what has been occurring in schools with current arrangements.

CLAUSE 30: MINIMUM ENGAGEMENT FOR CASUAL EMPLOYEES

30.1 A casual employee employed in all preschools may be employed for less than a full day with no prescribed minimum hours. (Variation of Clause 4.3.6.5 of the Teachers Award and Clause 4.3.5.3 of the School Assistants Award).

30.2 A casual employee employed in primary, middle and secondary schools may be employed for less than a full day but not less than two consecutive hours. (Variation of Clause 4.3.6.5 of the Teachers Award and Clause 4.3.5.3 of the School Assistants Award).

30.3 At all times the employer shall have regard for what is reasonable when approaching a person for casual employment for less than three hours.

30.4 Consideration must be given by the employer to the distance the person must travel, personal commitments and the time span in which the hours are to be worked.

30.5 A casual employee shall be paid in any one day continuously from the time of commencement of work at a school until the end of work for the day.

CLAUSE 31: PROBATION

When an employee moves between schools, party to this agreement, there will be no probationary period.
CLAUSE 32 : NOTICE OF TERMINATION OF THE CONTRACT OF EMPLOYMENT OF TEACHERS

32.1 Notice of Termination by Employees
32.1.1 In order to terminate employment, a teacher must give the employer at least 6 school term weeks notice in writing.
32.1.2 This notice period applies wherever the Teachers Award makes reference to a one term or 12 week notice period.
32.1.3 This provision does not apply to replacement, temporary or casual teachers.
32.1.4 The employer may, where reasonable cause exists, reduce or waive the required period of notice.
32.1.5 Where an employee does not give the appropriate notice, the employer may withhold payment of any salary and allowances outstanding to the credit of that teacher, providing that the amount of money withheld does not exceed an amount of money which corresponds to the length of time by which the notice period was deficient.

32.2 Notice of Termination by Employer
32.2.1 In order to terminate the employment of a teacher, the employer must give the teacher at least 6 weeks notice in writing.
32.2.2 This notice period applies wherever the Teachers Award makes reference to a one term or 12 week notice period. However, a 12-week notice period will continue to apply in circumstances where a teacher is made redundant.
32.2.3 Payment in lieu of notice must be made if the appropriate notice period is not given.
32.2.4 The period of notice in this clause does not apply in the case of:
   32.2.4.1 dismissal for conduct that at common law justifies instant dismissal;
   32.2.4.2 replacement employees;
   32.2.4.3 temporary employees;
   32.2.4.4 casual employees.

CLAUSE 33 : TEMPORARY EMPLOYEES.

This clause replaces entirely Clause 4.3.5 of the Teachers Award.

33.1 Temporary Employees
A school may, subject to the following conditions, employ teachers for a temporary or fixed-term contract in the following situations:
33.1.1 Where significant temporary increases in enrolments occur (to a maximum of two years);
33.1.2 To fill positions related to special short term projects, including new-curriculum trials, (to a maximum of two years);
33.1.3 At the commencement of operation of a new school, (to a maximum of two years);
33.1.4 To fill an unforeseen vacancy, pending filling of the position on a permanent basis, (to a maximum of one year.)
33.2 **Temporary increases in Enrolments**  
This clause may be applied where a school reasonably believes that an increase in enrolments is due to exceptional circumstances and will not be sustained.

33.3 **Special Projects and New Curriculum Trials**  
This clause may be applied where a school wishes to employ additional staff to undertake a special teaching project or to trial a substantially new area of curriculum.

33.4 **Commencement of New Schools**  
This clause may be applied where a new school is commencing operation for the first time.

33.5 **Filling of Unforeseen Vacancy**  
32.5.1 For the purposes of this clause, an 'unforeseen vacancy' is one arising from an employee giving less than the period of notice required under the terms of the Clause 32 of this Agreement. Where a school is located outside of a radius of 50 kilometres from the Adelaide GPO, this clause may be invoked where the employee gives less than one full term’s notice.

32.5.2 The employer is expected to undertake all reasonable measures to fill the ‘unforeseen vacancy’ as soon as possible.

33.6 **General Conditions**  
32.6.1 The employment letters or contract of all teachers employed on either temporary or fixed term contracts shall state the nature and duration of the contract and the reason that the teacher is so employed with regard to the terms of such employment as set out in this Agreement.

32.6.2 Where a school employs teachers pursuant to this clause, the following limit shall apply:

25.6.2.1 Primary Schools with:
- Less than 200 students up to 2.0 FTEs
- More than 200 students up to 4.0 FTEs

25.6.2.2 Secondary Schools:
- 1.0 FTE for each 10 FTEs of teaching staff up to a maximum of 5.0 FTEs

33.7 Details of appointments made in accordance with this clause will be provided to the parties to this Agreement on request to the Principal. Such details will include part-time fraction, reasons for temporary appointment, term of appointment and quantum of total appointments made.

33.8 Either party may terminate the contract of hiring by providing 2 weeks notice in writing.

33.9 If the required notice of termination is not given, the employer must pay or the employee must forfeit as the case may require, a sum equal to the salary difference between the period of notice actually given and the period of notice required.

33.10 Temporary teachers hired for less than a full school term are paid at the casual rate.
33.11 Temporary teachers hired for a full term or more must be paid at their appropriate incremental step with pro-rata entitlement to sick leave, annual leave and annual leave loading.

33.12 Should the employment category of a teacher employed under this clause be changed to ‘permanent’, provisions for a probation period will not apply. Such a teacher will be entitled to retain all accrued leave and other entitlements.

33.13 A teacher may not be re-employed under this clause for a subsequent contract.

**CLAUSE 34 : CLASSIFICATION OF LUTHERAN SCHOOL OFFICERS**

34.1 All employees appointed as Lutheran School Officers pursuant to clauses 4 and 6 of this agreement are to be classified in accordance with Schedule 5 ‘Classification Structure of Lutheran School Officers’ attached to this Agreement. Schedule 5 of this Agreement replaces entirely Schedule 2 of the School Assistants Award.

34.2 Each employee’s role will be supported by a mutually agreed job description. The Principal will determine the classification level by reference to the General Criteria and sub-classification criteria in Schedule 5.

34.3 The Classification Panel may require the school to undertake an audit to clarify work done and skills required.

34.4 Any dispute arising from the decisions of the panel may be dealt with in accordance with provisions of Clause 5.3 “Reclassification and Role Review” of the School Assistants (Non-Government Schools) Award.

**CLAUSE 35: ROLE DESCRIPTION OF LUTHERAN SCHOOL OFFICERS**

The employer shall provide each Lutheran School Officer who is currently employed with a mutually agreed appropriate job description.

**CLAUSE 36 : REVIEW OF LUTHERAN SCHOOL OFFICERS CLASSIFICATION CRITERIA**

A joint working party will be established to review and make recommendations for the amendment of the Classification Criteria for all career streams in the Lutheran School Officer Category.

Terms of Reference for this Review are in Schedule 9.
CLAUSE 37 : SALARIES AND ALLOWANCES

37.1 Salaries and Allowances for all employees bound by the Agreement will be increased in accordance with the following schedule on the first full pay period on or after:

- 1 February 2006 2.0%
- 1 July 2006 3.0%
- 1 February 2007 2.5%
- 1 July 2007 2.0%

37.2 The percentage increases shown in the schedule in Clause 37.1 are cumulative.

37.3 Salaries and Allowances are as in Schedules 1 and 2 attached to this Agreement.

   Schedule 1 – Salaries and Allowances Teachers
   Schedule 2 – Salaries and Allowances Lutheran School Officers

37.4 The salary schedules annexed to the “Lutheran Schools Enterprise Agreement 2003” are superseded by the salary schedules annexed to this Agreement.

37.5 Salaries will be paid fortnightly as 12/313 of the annual salary calculated to the nearest 10 cents.

37.6 Each payment of apportioned salaries must be paid in cash, by cheque or by electronic funds transfer (EFT). Where the employer has determined that payment will be made by EFT, the employee shall nominate an account at a financial institution into which salary will be paid.

CLAUSE 38: SALARY PACKAGING (Total Remuneration)

38.1 “Total Remuneration” means salary and any other emoluments payable directly or indirectly, whether in cash or kind, by the employer to the employees. For the purposes of this Agreement, “Total Remuneration” does not include employee superannuation benefits payable by the employer in satisfaction of the Superannuation Guarantee Charge legislation.

38.2 The requirements of the Parent Awards will be satisfied when the employer and the employee make a written agreement in which the employee agrees to accept total remuneration in a manner defined above.

   37.2.1 The written agreement must:
      (a) clearly state the proposed arrangements for payment of the total remuneration including the agreed value of any non-monetary item, the net impact on take home pay and the liability for taxation obligations and administrative expenses (if any) which may arise from the arrangement, and
      (b) recommend that the employee take independent financial advice prior to the commencement of the proposed written agreement.
38.3 Either the employer or the employee may terminate the written agreement by providing
the other party with at least twenty-eight (28) days notice of intention to withdraw from
the Agreement.

38.4 Employees may only use Salary Packaging Arrangements set out in Schedule 6 to
receive their total remuneration as described in sub-clause 37.1 and 37.2 above.

38.5 Any alterations to Schedule 6 are to be prepared by the LSA in consultation with
employee representatives and approved by the LSA Council.

CLAUSE 39 : TRAVEL ALLOWANCE

Travel allowance will be a matter to be considered by each school as part of the consultative
process.

CLAUSE 40 : ACCREDITATION STATUS FOR TEACHERS IN LUTHERAN
SCHOOLS

40.1 The Lutheran Church of Australia requires that principals, heads of sub-schools, deputy
principals and teachers of Christian Studies in Lutheran schools have accreditation
status to be employed in these categories. Part of the accreditation status is the
successful completion of either the Graduate Certificate of Theology in Education or
Graduate Diploma of Theology in Education at Australian Lutheran College [ALC], or,
the Master of Educational Studies at ALC [or their equivalent as determined by the
Board of Lutheran Education Australia].

40.2 The expectation is that employees requiring accreditation who commence employment
in schools party to this Agreement after 1 August 2005 will gain accreditation status
within five years. Should there be extenuating circumstances; the employee shall
negotiate with the Principal prior to the end of the five years, for an extension of time.

CLAUSE 41 : GRADUATE DIPLOMA OF THEOLOGY IN EDUCATION

41.1 The Graduate Diploma of Theology in Education is recognised as meeting the
requirements of Schedule 2 clause 1.2 and 1.3 of the Teachers Award in determining
the initial incremental step for teachers in Lutheran Schools.

41.2 If a teacher gains the Graduate Diploma of Theology in Education while teaching,
they will advance an extra incremental step at the beginning of the next school year.

41.3 Teachers remunerated on either incremental step 9 or 10 upon completion of the
Graduate Diploma of Theology in Education and who are not entitled to the benefit in
sub-clause 41.2 are to be paid a once only payment of $1,095.
CLAUSE 42 : BAND 2 PRESCRIBED LEADERSHIP POINTS

42.1 Clause 1.6.2.5 of Schedule 2 of the Teachers Award can be satisfied by distributing the prescribed points amongst part-time Leadership Position appointments and the relevant allowance prescribed by Clause 1.2 of Schedule 1 of the Teachers Award as varied by this Agreement can be proportionately shared by the part-time appointees.

42.2 In accordance with the provisions of the Teachers (Non-Government Schools) Award, the following positions will neither accrue nor attract leadership points.
   • Principal
   • Deputy Principal or senior leadership positions in a school with more than 275 students.
   • Head of a section of a school (Primary school, Middle school, Senior school)
   • Chaplain.

CLAUSE 43 : RELEASE TIME FOR POSITIONS OF RESPONSIBILITY IN PRIMARY SCHOOLS

Employees in primary schools or sections of schools appointed pursuant to Schedule 2 clause S2.6 ‘Leadership Positions’ of the Teachers Award, shall be entitled to a:
   • Salary allowance as per salary schedule in Schedule 1 of this Agreement.
   • Time allowance of ½ hour for each leadership point allotted to the leadership position.

CLAUSE 44 : SUPERANNUATION CHOICES

44.1 Employees can choose one of the following funds for the Employer contributions to superannuation.
   1. Independent Schools Superannuation Trust (ISST) or successor
   2. Lutheran Church of Australia Staff Superannuation Fund (LCASSF)

44.2 Employer Contributions shall be paid monthly in accordance with the Trust Deeds of these Funds.

CLAUSE 45 : RELIEF LESSONS

45.1 Relief Lessons In Secondary Schools
   45.1.1 Pursuant to Sub-Clause 6.3.2 of the Teachers Award, in secondary schools where students are absent from school, on camps, or excursions, teachers who would have been scheduled to teach the absent students may be rostered to provide replacement for the absent teachers. This is a replacement lesson and will not be counted as a relief lesson.
   45.1.2 Secondary teachers may be expected to provide relief for absent teachers up to a maximum of 4.5 hours per term.
   45.1.3 The maximum of 4.5 hours is not cumulative, but is to be contained within each term, ie, 4 x 4.5 hours cannot be applied across the full year.
45.1.4 In those schools where current practice is for fewer relief lessons to be scheduled, this clause shall not be used to increase the relief provided.\footnote{Grandfather provision}

45.2 Relief Lessons in Primary Schools
In primary schools, teachers do not NORMALLY provide relief teaching in the usual course of work, with the exception of part-time teachers, for whom the arrangement constitutes a temporary increase in hours and who will be paid accordingly.

CLAUSE 46 : PAYMENT OF RELIEF TEACHERS

46.1 Casual teachers shall be engaged in accordance with Clause 30 : Minimum Engagement For Casual Employees

46.2 The rate of pay for temporary relieving teachers will be at Band 1, Step 3.

CLAUSE 47: TEACHER IN CHARGE

The parties agree that a teacher who is, from time to time, left in charge of a school in circumstances where the principal (and deputy principal where applicable) is absent from the premises for a whole day or more and where there is no person with classification greater than or equal to POR3, shall be paid an allowance of $45 for each day of higher duties. The allowance shall be paid from the first day of the absence. A day is defined as commencing at the Start bell and concluding at the Finish bell.

This clause shall not operate to the exclusion of the higher duties clause of the Award.

CLAUSE 48 : OVERTIME AND GRADE 5, 6 SCHOOL OFFICERS

The parties agree to replace clause 6.3.1.1 of the School Assistants (Non-Government Schools) Award with:

Employees who are classified as Grade 5 and Grade 6 School Officers and who are paid an annual salary for full-time employment are not eligible to receive overtime rates except by mutual agreement between the \textbf{employer} and the \textbf{employee}. 
CLAUSE 49: CONTRACT OF HIRING LUTHERAN SCHOOL SERVICES OFFICER

Lutheran School Services Officers have become part of this Agreement from the Lutheran Schools Ancillary Employees’ Enterprise Agreement 2000. There are some conditions of employment that are not provided for in the general provisions for Lutheran School Officers in the School Assistants Award that are still applicable to Lutheran School Services Officers.

Specific provisions for Lutheran School Services Officers that vary the award are:

49.1 Hours of Work for Lutheran School Services Officers

49.1.1 Ordinary hours of work shall be 37.5 hours per week worked between 6am and 8pm Monday to Friday. Variations to the ‘ordinary hours’ may occur through the consultative process at an individual school.

49.1.2 Employees whose regular hours of work are outside of the ordinary hours stipulated in Clause 49.1.1 (above) shall be remunerated as follows:-

(i) for hours worked on a Monday to Friday from 6.00 a.m. to 8.00 pm the ordinary rate of pay shall apply;

(ii) for hours worked after 8.00 pm on a Monday to Friday and for hours worked on a Saturday up to 1.00 pm, an additional 25 per cent shall apply;

(iii) for hours worked on a Saturday after 1.00 pm, an additional 50 per cent shall apply;

(iv) for hours worked on a Sunday, an additional 100 per cent shall apply;

(v) for hours worked on a public holiday including Christmas Day, an additional 150 per cent shall apply.

49.1.3 Employees employed as kitchen staff (refer Classification Grade 1B of Schedule 5 of this Agreement) at Immanuel College at the date of signing of this Agreement whose regular hours of work are outside of the ordinary hours stipulated in clause 49.1.1 above, shall be remunerated as follows:

(i) for hours worked on a Monday to Friday from 6.00am to 6.00pm, the ordinary rate of pay shall apply

(ii) for hours worked on a Monday to Friday from 6.00 pm to 8.00pm, an additional 10 per cent shall apply.

(iii) for hours worked after 8.00 p.m. on a Monday to Friday and for hours worked on a Saturday up to 1.00 pm, an additional 25 per cent shall apply;

(iv) for hours worked on a Saturday after 1.00 pm, an additional 50 per cent shall apply;

(v) for hours worked on a Sunday, an additional 100 per cent shall apply;

(vi) for hours worked on a public holiday including Christmas Day, an additional 150 per cent shall apply.

49.1.4 Employees who are required to be on-call outside ordinary hours of work may negotiate suitable terms through the consultative process at an individual school.

49.1.5 The employer may require an employee to work reasonable overtime in excess of the ordinary 37.5 hours per week. Any such overtime shall be paid at the rate of time-and-a-half for the first three hours and double time thereafter except on Sunday where all work shall be paid at double time. Payment for public holidays and Christmas Day shall be at the rate of an additional 150%.
49.1.6 Where time-off in lieu of overtime is an option, this shall be at the employee’s discretion and the time-off will be taken at overtime proportions at a time convenient to the employer.

49.2 **Rostered Days Off**
49.2.1 Rostered days off arrangements will exist only where there is specific agreement between an employer and employees.
49.2.2 Ordinary hours shall be worked over 19 days of any 20 day work cycle with the twentieth day being taken as a paid rostered day off.
49.2.3 By agreement between an employee and the employer, rostered days off may be accumulated to a maximum of five and taken in a manner agreed between the employer and the employee.

49.3 **Casual Employees**
49.3.1 A casual employee is one engaged and paid by the hour for a period mutually agreed between the employer and the employee.
49.3.2 Casual employment in the same capacity exceeding 19 hours per week for 26 weeks will be classified as permanent part-time.
49.3.3 A casual employee may be employed for less than one full day but not for less than 2 hours.
49.3.4 The contract of hiring may be terminated by either party on the giving of 1 day’s notice.
49.3.5 If the required notice is not given, the employer must pay or the employee must forfeit the salary which would have been payable for the next day’s employment.
49.3.6 The salaries of casual employees will be based on the annual salaries appropriate to their classification as specified in the relevant part of Schedule 2 of this Agreement.
49.3.7 Casual employees will be paid for the time actually worked at an hourly rate calculated in accordance with the following formula which includes a 20% loading in lieu of annual leave, annual leave loading, sick leave and public holidays:

\[
\text{(Equivalent full-time salary)} \times \frac{6}{313} \times \frac{1}{37.5} \times \frac{120}{100}. 
\]

49.4 **Variation to Working Periods**
49.4.1 If an employer closes the school on a day that has been previously determined as part of the employee’s working week, then the employee will not lose pay nor be required to work on days in lieu of the school closure day.
49.4.2 If an employee is required to work extra hours other than hours that have previously been determined as part of the employee’s working week, then the extra hours will be paid according to casual rates as detailed in the relevant part of Schedule 2.
49.4.3 The additional casual work will not count as service for determining leave entitlements.
CLAUSE 50 : PROTECTIVE CLOTHING AND WORK UNIFORM FOR LUTHERAN SCHOOL SERVICES OFFICER

50.1 In accordance with the provisions of the Occupational Health, Safety and Welfare Act, the employer shall provide and maintain personal protective clothing for Lutheran School Services Officers, where such clothing would, in the opinion of the School's OHS&W committee, minimise the risk of injury or illness.

50.2 Lutheran School Services Officers’ must, in accordance with the Occupational Health, Safety and Welfare Act, use such equipment and clothing as supplied. The employer will subsidise the provision of work uniform by reimbursing the Lutheran School Services Officers 50% of the amount spent (verified by receipts) to a maximum reimbursement of $185 per Calendar year.

CLAUSE 51 : COUNTRY SERVICE INCENTIVES

51.1 Country Incentives payable pursuant to the Schedule shown in Table 1 will apply to Teachers bound by this Agreement on the following basis:
51.1.1 This Scheme will apply from 2004.
51.1.2 These cash incentives will accrue and be payable in December each year together with Annual Leave Loading.
51.1.3 The payments will apply for each year of service at schools listed in Table 1.
51.1.4 The total annual cash incentive payments are:

<table>
<thead>
<tr>
<th>School</th>
<th>$ pa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clare</td>
<td>$820</td>
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<td>Maitland</td>
<td></td>
</tr>
<tr>
<td>Mount Gambier</td>
<td></td>
</tr>
<tr>
<td>Loxton</td>
<td></td>
</tr>
<tr>
<td>Waikerie</td>
<td></td>
</tr>
<tr>
<td>Ceduna</td>
<td>$2,190</td>
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</table>

51.1.5 Cash incentive payment will not be paid for periods of leave without pay.
51.1.6 Eligible employees employed on a part-time basis will be entitled to payment on a pro-rata basis in the same proportion as their fraction of time appointment.
51.1.7 Eligible employees employed for part of a year will be entitled to payment on a pro-rata basis in the same proportion as their time of service.
51.1.8 In addition, employees in schools in Mt Gambier, Waikerie, Loxton, Maitland, Clare and Ceduna have the current carer’s leave provisions extended to include
   • Access to medical treatment (for themselves or a family member) not available locally.
   • Some other compelling matter which requires the employee’s personal attention and which cannot reasonably be handled at a local level.
   • This leave would be deducted from the 5 days currently available for carer’s leave.

51.2 Employees at Crossways Lutheran School, Ceduna are entitled to an extra day of paid leave on the last day of each term in recognition of the isolation of the school.
Part V Leave Entitlements

CLAUSE 52 : Sick Leave

52.1 Teachers currently employed in Lutheran schools whose contract of employment provides for 15 days of sick leave each year (accumulating indefinitely) will have that condition of employment maintained.

52.2 After 1 July 1997 all teachers and Lutheran School Officers entering schools subject to this Agreement will have sick leave provisions in accordance with the relevant awards.

CLAUSE 53 : Portability of Sick Leave and Long Service Leave

53.1 Employees’ accrued Sick Leave and Long Service Leave will be fully portable between Lutheran schools subject to this Agreement.

53.2 Schools subject to this Agreement will provide portability of accrued Sick Leave and Long Service Leave to employees transferring to any other school of the Lutheran Church of Australia.

CLAUSE 54 : PAID CARER’S LEAVE

In addition to the Carer’s Leave, clauses of the parent awards the following shall apply:

54.1 In the spirit of pastoral care, employers are encouraged to be proactive in granting paid carer’s leave to employees where the need arises.

54.2 If an employee’s entitlement to paid carer’s leave is exhausted, any request for additional leave will be given genuine consideration by the employer. The amount of leave entitlement available will be conditional on the employee having sufficient sick leave entitlements to cover the request.

CLAUSE 55 : Paid Maternity Leave

The maternity leave Provisions of the Parent Awards are varied led by this Agreement to the extent that:

55.1 An employee must have had continuous service in schools of the Lutheran Church of Australia for at least 12 months.

55.2 Continuous service means either full-time or part-time employment but excludes any casual service. The service may be a combination of full-time and part-time.
55.3 An eligible employee, upon proceeding on maternity leave, shall be paid 6 weeks salary at her substantive salary rate.

55.4 The absence on maternity leave and the payment pursuant to 55.3 will not count as service or for incremental purposes.

55.5 Any eligible employee who is on approved maternity leave at the commencement of the next agreement shall be paid any entitlement agreed in the new agreement at the rate of pay when commencing maternity leave.

55.6 The employers intend to increase the entitlement to paid maternity leave in the next agreement to 12 weeks.

CLAUSE 56: PAID ADOPTION LEAVE

The Adoption Leave Provisions of the Parent Awards are varied by this Agreement to the extent that:

56.1 An employee must have had continuous service in schools of the Lutheran Church of Australia for at least 12 months.

56.2 Continuous service means either full-time or part-time employment but excludes any casual service. The service may be a combination of full-time and part-time.

56.3 An eligible employee, upon proceeding on adoption leave, shall be paid 6 weeks salary at the employee’s substantive salary rate.

56.4 The absence on adoption leave and the payments pursuant to 56.3 will not count as service or for incremental purposes.

56.5 Paid adoption leave will be available at the time of the placement of the child and is only available to one parent bound by this Agreement.

56.6 Any eligible employee who is on approved adoption leave at the commencement of the next agreement shall be paid any entitlement agreed in the new agreement at the rate of pay when commencing adoption leave.

56.7 The employers intend to increase the entitlement to paid maternity leave in the next agreement to 12 weeks.

CLAUSE 57: PATERNITY LEAVE

Clause 6.5.3.1 of the Teachers Award and Clause 7.5.3.1 of the School Assistants Award is to be replaced with:

A male employee is entitled to up to 5 school days paid paternity leave around the time of the birth of a child.
CLAUSE 58 : CHILD REARING LEAVE

This clause replaces entirely the Child Rearing Leave Provisions of the Parent Awards namely sub clause 6.5.5 of the Teachers Award and 7.5.5 of the School Assistants Award.

58.1 In addition to Maternity Leave, Paternity Leave and Adoption Leave, employees are entitled to Child Rearing Leave for up to 5 years.

58.2 Child Rearing Leave is leave without pay and is available only for the care of preschool age children.

58.3 Prior to proceeding on Child Rearing Leave, an agreed professional development plan is to be negotiated between the employee and the principal to ensure that the employee is able to resume work with a minimum of disruption.

58.4 Employees must, not less than one school term prior to the proposed start of Child Rearing Leave, give the employer written notice of the dates on which they propose to start and finish the period of leave.

58.5 Special circumstances may cause changes to arrangements. Employees may provide less notice than provided in sub-clause 58.4 if, in compelling circumstances, they are required to become the primary caregiver for a child.

58.6 Employees are expected to return from Child Rearing Leave at the commencement of the school year to assist with the operation of the school.

CLAUSE 59 : ELIGIBILITY FOR LONG SERVICE LEAVE

In addition to the rules outlined in the Long Service Leave Act, 1987, governing the taking of Long Service Leave, employees shall be considered to be eligible for a firm entitlement of Long Service Leave after eight (8) years of continuous service.

CLAUSE 60 : ENTITLEMENTS FOR LONG SERVICE LEAVE

60.1 This clause amends the entitlements provided in s.5 (1) of the South Australian Long Service Leave Act 1987. Employees bound by this Agreement are entitled to the following Long Service Leave:

43A.1 1.3 weeks per year in respect of the first 15 years of service; and
43A.2 2.143² weeks leave in respect of each subsequent year of service.

60.2 For those employees that have had 15 or more years of service the entitlement provided in sub-clause 60.1 shall accrue from the next anniversary date of their commencement of employment on or after the 1 August 2003³. For all other employees, when they achieve 15 years of service.

² The provision is for 15 days leave with 7 days per week – to provide parity with SA Education Act 1972 provisions. [15/7] is 2.143 to 4 significant figures
³ The 1 August 2003 was the commencement date of ‘Lutheran Schools Enterprise Agreement 2003’ in which clause 60 was introduced.
CLAUSE 61 : TERM BREAKS AND CHRISTMAS VACATION NOT TO BE PART OF LONG SERVICE LEAVE

This clause modifies the provisions of section 7 of the Long Service Leave Act insofar as term breaks and the Christmas vacation period following the end of term 4 are not to be counted as a part of Long Service Leave for teachers.

CLAUSE 62 : LONG SERVICE LEAVE AT HALF PAY

Both parties agree that taking Long Service Leave at half pay is for employees to have a choice about how they use their leave and to provide another mechanism to assist with management of stress. Long Service Leave may be taken at half pay.

62.1 Taking Long Service Leave at half pay is the equivalent of taking leave for half the period at full pay and half the period without pay.

62.2 When taking Long Service Leave at half pay, half the period of leave will be counted as service.

62.3 Employees are expected to negotiate with the employer as to when any Long Service Leave at half pay may be taken. Consideration shall be given to the requirements of the School.

CLAUSE 63 : SABBATICAL LEAVE (Deferred Salary Scheme)

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause,

63.1 Eligibility
63.1.1 Teachers who have been employed within the Lutheran schools party to this Agreement for a minimum of two (2) years of continuous service.
63.1.2 Full-time and part-time teachers are eligible to apply.
63.1.3 The decision by an employer to approve an application will be based on the needs and requirements of the school. Full reasons for not approving the application will be provided in writing to the applicant by the employer.
63.1.4 Once an employer has approved an application under this clause, the employer cannot withdraw from the arrangement.

63.2 Period of Leave
63.2.1 The period of leave will be for twelve (12) months, from 1 February to 31 January of the subsequent year.
63.2.2 Participants will not be able to return to a position at the same school during the 12 month leave period.
63.2.3 Should employment as a teacher be pursued within a Lutheran school party to this Agreement, the teacher may undertake relief or contract work.
63.2.4 The year of leave (the fifth year or tenth year, as agreed) will be considered as leave without pay and will not be taken into account in calculating the
period of service for any purpose nor for calculating Long Service Leave. However, absence on leave will not break continuity of service.

63.2.5 A participant may defer the taking of leave under this clause by agreement with the employer. The payment of salary arrangements shall continue unless there is agreement to suspend contributions, as provided by sub-clause 63.4.

63.3 **Payment of Salary**

63.3.1 The sabbatical leave is funded by the teacher who defers the payment of salary by reducing his or her normal annual wage or salary by 20% and taking the sabbatical leave in the fifth year. Alternatively, the teacher can elect to reduce his or her normal salary by 10% and take the sabbatical leave in the tenth year. The teacher continues to work the normal agreed hours.

63.3.2 During the four-year (or nine-year) accrual period, participants in the scheme receive 80% (or 90%) of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

63.3.3 In the fifth year (or tenth year), when leave is taken, the participants will receive the money contributed over the four-year (or nine-year) period. This amount can be paid fortnightly; in one lump sum payment; or two payments.

63.3.4 The participant will be taxed only on the amount actually received, in this case approximately 80% (or 90%) of the normal salary (including allowances). Prior to entering into this arrangement, prospective participants are strongly encouraged to discuss taxation implications and other related issues with an accountant or financial adviser of their choice and at their own expense.

63.3.5 Interest will not be paid on amounts accumulated during the accrual period. A taxation ruling\(^4\) prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund\(^5\).

63.4 **Suspension of Contributions**

63.4.1 Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

63.4.2 A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

63.4.3 The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

63.5 **Withdrawal**

63.5.1 The participant may withdraw from the scheme at any time by notifying the employer in writing.

63.5.2 The exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

63.5.3 The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year.

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\(^4\) TD 93/242

\(^5\) See Clause 45D.10 for fund Management
Significant taxation implications may, therefore, apply. Participants are strongly encouraged to discuss these taxation implications and other related issues with an accountant or financial adviser of their choice and at their own expense.

63.5.4 Where a participant’s service is terminated by the participant’s death, the participant’s entitlement under this clause vests in the participant’s personal representative.

63.6 **Long Service Leave, Sick Leave and Increment Entitlements**

63.6.1 A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years (or nine years) only. The fifth year (or tenth year), the year of leave, is a non-accrual period, ie, leave without pay status.

63.6.2 If a participant becomes eligible for Long Service Leave during the fourth year (or ninth year) of the deferred salary scheme, the Long Service Leave entitlement will further be deferred and taken in the fifth year (or tenth year) of the scheme or taken in the final term/semester of the fourth year (or ninth year) of the scheme, or the first term/semester of the sixth year (or eleventh year).

63.6.3 A participant who has sick leave credits and has need of sick leave during the first 4 years (or 9 years), the participant will be paid at 80% (or 90%) of the normal salary.

63.6.4 If during the period of leave under this clause, a participant who has sick leave credits and has suffered an illness or injury, the participant will be entitled to claim sick leave paid at 80% (or 90%) of the normal salary.

63.7 **Workers’ Compensation**

63.7.1 Participants in the scheme are covered by workers’ compensation during the first four years (or nine years) of the scheme at 100% of their normal salary. A participant in receipt of workers’ compensation during the first four years (or nine years) may elect to continue in the deferred salary scheme or suspend contributions until his or her return to full duties.

63.7.2 Any period of suspension due to workers’ compensation shall be undertaken in accordance with sub clause 63.4 of this clause.

63.7.3 During the fifth year (or tenth year), the year of leave, the participant is not covered by workers’ compensation.

63.8 **Superannuation**

Contributions are based on 100% of the participant's normal salary over the first four years (or nine years) only.

63.9 **Salary Continuance Insurance**

Salary Continuance Insurance shall be negotiated between the insurer and insured.

63.10 **Fund Management**

63.10.1 The scheme will be managed by the Lutheran Schools Association. During the four-year (or nine-year) accrual period, the schools will remit 20% (or 10%) of salary foregone to the Lutheran Schools Office on a two or four weekly basis.

63.10.2 Participants will receive a statement from the employer at the end of each year showing the amount accumulated in the scheme. At the beginning of
the fifth year (or tenth year), when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school’s payroll.

63.10.3 All contributions to the scheme are guaranteed by the Lutheran Schools Association.

63.11 Portability

63.11.1 Teachers are able to maintain their participation in the scheme should they transfer their employment between Lutheran schools party to this Agreement.

63.11.2 The teacher is obliged to notify the principal prior to appointment of their participation in the Sabbatical Leave Scheme and the date that leave is due to be taken.

63.11.3 Participation in the Sabbatical Leave Scheme shall not impede an application for employment in a Lutheran School party to this Agreement.

63.12 Implementation Date

63.12.1 Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

63.12.2 Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

63.13 Taxation Ruling

The Australian Taxation Office has released a Class Ruling (CR2003/75) “Income tax: Deferred Salary Payment Agreement for Sabbatical Leave Scheme by teachers at Lutheran Schools and Kindergartens in South Australia”. This Class Ruling provides details how taxation on the deferred Salary Payment is to be treated.

CLAUSE 64 : INTERNSHIPS

The Lutheran Church of Australia (LCA) has a youth internship program known as ‘Frontier Youth Internships’. The program is designed to provide young people the opportunity to learn and grow through getting involved in the work of the church and now Lutheran schools. Interns are given an opportunity to use their talents and discover new ones to serve the church through working with a local congregation or school, or getting involved in a camping ministry or helping plant a new faith community.

The parties agree to employ young people to serve as interns in schools party to this agreement pursuant to the ‘Frontier Youth Internships’ program. The interns will be employed under such conditions of service as provided by the LCA in the document ‘Frontier Youth Internships’ as set down in Schedule 13 and varied from time to time by the LCA.
Part VI  Employee Representation and Union Recognition

CLAUSE 65 : EMPLOYEE REPRESENTATION AND UNION RECOGNITION

65.1  IR Context
Both parties accept that to be consistent with the ethos of working together, the parties
are committed to a collaborative approach to conducting workplace relations.

65.2  Union Recognition
Both parties recognise that:
65.2.1  IEU (SA) is the principal industrial representative of employees in Lutheran
schools in the workplace relations context.
65.2.2  Employees have the freedom of choice to select whatever representative they
choose.

65.3  Union Access to Members and Other Employees
Any representative of IEU (SA) wishing to visit a member(s) at the school will
provide the principal with notice in advance of the visit. Any such visits shall in no
way disrupt the operation of the school.

65.4  Union Communication
65.4.1.  Employees and IEU (SA) are free to exchange information relative to
industrial matters affecting the employees’ rights, obligations and conditions
of employment, OHSW and other legitimate matters of interest, without
interference from the employer.
65.4.2.  To that end, material circulated to school staff via the postal system or by
way of 'fax' shall be passed on to the relevant employee(s) promptly.
65.4.3.  Communication between IEU (SA) and employees shall be treated as
confidential and not interfered with, or changed in any way.
65.4.4.  While reasonable care, consistent with good business practice, is taken,
schools do not guarantee the confidentiality of any data stored on any school
information technology system or transmitted through any network. For the
purpose of managing the information technology facilities, it may be
necessary to monitor files and usage. Schools reserve the right to examine or
copy files or data on their information technology facilities to maintain a
secure, efficient and effective information technology environment and to
ensure compliance with all laws and customs. In many cases, user files will
be copied to provide backup for disaster recovery, and network traffic will be
sampled to ensure correct functioning of equipment.

65.5  Job Representatives
Where a school has a Consultative Committee, an accredited IEU (SA) representative
at that school shall be a member of the Committee of right. They may delegate this
role to another IEU (SA) member.

65.6  Union Training
65.6.1.  The parties value union training and the skill that training may afford.
65.6.2 Employers shall provide 1 day’s paid release per year to the school’s accredited IEU (SA) representative to attend union-organised training as part of the representative’s Professional Development Plan.

65.6.3 Any further training provided by the union for union representatives shall be undertaken at the employees’ expense. That is, IEU (SA) shall pay the school for any actual costs incurred for relief provided.

65.7 **Representation of Employees**

65.7.1. Any IEU (SA) member is entitled to be accompanied or represented by an IEU (SA) representative (or other IEU (SA) member) at any meeting which occurs between that member and the Principal (or nominee, or other employer representative).

65.7.2. At the time that any such meeting is arranged, the employer shall inform the employee of their right to be accompanied or represented and shall encourage the employees to avail themselves of that opportunity.

65.7.3. Any employee who is asked to attend a meeting with the employer (that touches upon their employment rights) shall be given sufficient time between the advising of the meeting and the scheduled meeting time, to make representational arrangements.

65.7.4. The employee is to have explained to them, at the point of notification, the purpose of the meeting and issues to be discussed so that they may seek advice about these in advance and discuss them with the Union representative.

65.7.5 If, in the opinion of the employee, the employer has erred in the application of the provisions of this clause, the meeting should be postponed to such a time when a representative may be present.

65.7.6 This clause shall be read in conjunction with Clause 11 Complaints Procedure and Clause 12 Grievance procedure.

65.8 **Enterprise Bargaining Consultation**

The parties recognise the desirability of an effective and efficient flow of information between employees and their representatives involved in enterprise bargaining negotiations.

65.9 **Union Involvement in Staff Meetings**

IEU (SA) Officers will not attend Staff Meetings of the whole staff unless it is agreed expressly between the IEU (SA) Officer (or IEU (SA) representative at the school) and the principal. The principal, if agreeable, should nominate a suitable time. If the principal agrees to an IEU (SA) Officer’s attendance at a Staff Meeting, the principal is entitled to be present throughout the presentation.
Part VII : Signatories

Signed on behalf of employers bound by this agreement:

.............................................................................................................

B J Kahl
Director
Lutheran Schools Association

Signed on behalf of the employees bound by this agreement:

.............................................................................................................

Ian Jaensch
Employee

Signed on behalf of the Independent Education Union (SA) in respect of its members bound by this agreement:

.............................................................................................................

Louise Firrell
Organiser
## Part VIII : Schedules

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Salaries and Allowances - Teachers</td>
</tr>
<tr>
<td>2</td>
<td>Salaries and Allowances Lutheran School Officers</td>
</tr>
<tr>
<td>3</td>
<td>Teacher Professional Development</td>
</tr>
<tr>
<td>4</td>
<td>Assessment Criteria and Process for Advanced Skill Teachers</td>
</tr>
<tr>
<td>5</td>
<td>Classification Structure for Lutheran School Officers</td>
</tr>
<tr>
<td>6</td>
<td>Salary Packaging Policy for SA Lutheran Schools</td>
</tr>
<tr>
<td>7</td>
<td>Terms of Reference for Working Party Charter for Teachers in Lutheran Schools</td>
</tr>
<tr>
<td>8</td>
<td>Terms of Reference for Working Party Review of Lutheran School Officers Classification Criteria</td>
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<td>9</td>
<td>Lutheran Church of Australia Frontier Youth Internships</td>
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<td>10</td>
<td>Terms of Reference for Working Party Review of ‘Assessment Criteria And Process For Advanced Skill Teachers’</td>
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<td>Complaints Procedure</td>
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<td>Terms of Reference for Working Party Performance Management</td>
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### Schedule 1  Salaries and Allowances - Teachers

**Teacher Salary Rates Payable From 1 February 2006**

<table>
<thead>
<tr>
<th>Band 1 Teachers Increment</th>
<th>Annual Gross Salary</th>
<th>Fortnightly Gross Salary</th>
<th>Daily Casual Gross Salary</th>
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**Teacher Salary Rates Payable From 1 July 2006**

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<th>Band 1 Teachers Increment</th>
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**Band 2 Annual Allowance**

- Level 1: $2,033
- Level 2: $5,627
- Level 3: $9,224
- Level 4: $13,153

- Level 1: $2,094
- Level 2: $5,796
- Level 3: $9,501
- Level 4: $13,548
Schedule 1  Salaries and Allowances - Teachers continued

Teacher Salary Rates Payable From 1 February 2007

<table>
<thead>
<tr>
<th>Band 1 Teachers Increment</th>
<th>Annual Gross Salary</th>
<th>Fortnightly Gross Salary</th>
<th>Daily Casual Gross Salary</th>
<th>Hourly Casual Gross Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>$1,670.70</td>
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<tr>
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<tr>
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Teacher Salary Rates Payable From 1 July 2007

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<th>Band 1 Teachers Increment</th>
<th>Annual Gross Salary</th>
<th>Fortnightly Gross Salary</th>
<th>Daily Casual Gross Salary</th>
<th>Hourly Casual Gross Rate</th>
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## Schedule 2 Salaries and Allowances Lutheran School Officers

<table>
<thead>
<tr>
<th></th>
<th>Payable From 1 February 2006</th>
<th>Payable From 1 July 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gross Annual Salary</td>
<td>Hourly Casual Rate</td>
</tr>
<tr>
<td><strong>Grade 1B</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year of Service</td>
<td>$28,833</td>
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</tr>
<tr>
<td><strong>Grade 1A</strong></td>
<td></td>
<td></td>
</tr>
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</tr>
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<td></td>
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<td>1st year of Service</td>
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<td>$21.84</td>
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<td></td>
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</tr>
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**First Aid Allowance**
- Payable From 1 February 2006: $564
- Payable From 1 July 2006: $581

**Notes:**
1. Grade 2 holding grade is for those former Ancillary staff that were paid a rate greater than the Grade 2 School Assistants.
**Schedule 2**

**Continued…**

<table>
<thead>
<tr>
<th>Grade 1B</th>
<th>Payable From 1 February 2007</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>Gross Annual Salary</td>
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</tr>
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<td>1st year of Service</td>
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<td>Hourly Casual Rate for Gross Annual Salary</td>
</tr>
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<td>$40,903</td>
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<th>Payable From 1 July 2007</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>Hourly Casual Rate for Gross Annual Salary</td>
</tr>
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<td>1st year of Service</td>
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<tbody>
<tr>
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<td>Hourly Casual Rate for Gross Annual Salary</td>
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<tbody>
<tr>
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<td>Gross Annual Salary</td>
<td>Hourly Casual Rate for Gross Annual Salary</td>
</tr>
<tr>
<td>1st year of Service</td>
<td>$47,823</td>
<td>$29.34</td>
</tr>
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<td>$49,030</td>
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<th>Grade 5</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Gross Annual Salary</td>
<td>Hourly Casual Rate for Gross Annual Salary</td>
</tr>
<tr>
<td>1st year of Service</td>
<td>$54,305</td>
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<tr>
<td>2nd year of Service</td>
<td>$56,695</td>
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<td>3rd year of Service</td>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
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<td>$66,185</td>
<td>$40.60</td>
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**First Aid Allowance**

- $596
- $608
1. All fulltime salaries detailed in this Schedule are based on the leave provisions of the School Assistants Award that provides for 4 weeks paid annual leave per annum. Annual leave in excess of 4 weeks must be taken without pay. However, Lutheran School Officers may spread their salary over 52 weeks in accordance with the formula below. This provision supersedes any previous agreements to the contrary.

2. Salaries for all Lutheran School Officers (other than Lutheran School Boarding Officers, Lutheran School Services Officers and casual employees and boarding house supervisory staff) who work for:

(i) less than 52 weeks per year (less 4 weeks annual leave);

OR

(ii) work for less than 37.5 hours per week regardless of the weeks per year;

OR

(iii) work for 37.5 hours per week but for less than 52 weeks per year (less 4 weeks annual leave) should be calculated as follows:

(a) over the 52 weeks of the school year, at a weekly rate calculated as follows:

\[
\frac{\text{FTE annual salary}}{1} \times \frac{\text{hours actually worked per week}}{37.5} \times \frac{\text{weeks actually worked}}{48} \times \frac{6}{313}
\]

OR

(b) during the actual periods of work during the school year at a weekly rate:

\[
\frac{\text{FTE annual salary}}{1} \times \frac{\text{hours actually worked per week}}{37.5} \times \frac{\text{weeks actually worked}}{48} \times \frac{1}{\text{weeks actually worked}}
\]

**NOTE:**

1. Lutheran School Boarding Officers must substitute the denominator of 43 instead of 48 in the above formulas.

2. Casual employees are paid a 20% loading i.e. the above formulas are to be multiplied by 1.2 to determine the casual rates of pay.
Schedule 3  Teacher Professional Development

‘Continual Professional Development is the continuing process of growth in competence and maturity through which teachers add range, depth and quality to the performance of their professional tasks.’

(Costello, R. Government Policy for the Professional Development of Teachers, p. 31 in Teachers Professional Development (Phillip Hughes editor), ACER, 1991)

Teachers’ responsibilities

Teachers have a responsibility to remain engaged with their profession and to maintain and improve their proficiency by participating in a variety of work-related developmental activities. These activities may include:

- professional reading
- formal courses of study
- active membership of a professional education organisation (e.g., subject association)
- relevant workshops, seminars and lectures
- paraprofessional work (e.g., moderation and marking for SSABSA)
- contribution to relevant publications
- mentoring colleagues, student teachers and beginning teachers
- educational research
- committee work
- observation visits
- participation in subject-related community activities (e.g., environmental groups, choirs, etc)
- and other relevant activities

Schools’ responsibilities

Schools have a responsibility to encourage and facilitate the professional development of their teachers. Schools must involve teachers in the planning and delivery of professional development and to support teachers in meeting their obligations. Schools can do this in a number of ways including:

- maintaining a professional library and subscribing to professional publications
- advertising opportunities for professional development
- subsidising the costs of formal courses of study
- granting release time for workshops, seminars and observation
- running or hosting professional development activities
- providing opportunities for higher duties and extended responsibilities
- and in other ways

Planning, Monitoring and Compliance

Teacher participation in Professional Development should be planned and purposeful, incorporating both long and short-term goals. Professional Development should reflect in part the ongoing professional conversation between teachers and their mentors, colleagues and supervisors. Notwithstanding this, however, a degree of flexibility needs to be acknowledged as unforeseen opportunities and needs arise.

In negotiating and formulating a Professional Development Plan, teachers and supervisors should take into account the broad context of past involvement, career plans, personal situations, school needs, current performance, other professional responsibilities and personal professional interests. Diagrammatically this can be represented as below.
DISCUSSIONS & NEGOTIATION WITH COLLEAGUES & SUPERVISOR

SCHOOL DEVELOPMENT PLAN (1)

TEAM FACULTY YEAR LEVEL CLASS COMMITMENTS (2)

INDIVIDUAL INTERESTS, CAREER PERSPECTIVES & PREVIOUS FEEDBACK (3)

TEACHER'S PD PLAN

DOCUMENTATION/RECORDING VIA PORTFOLIO, JOURNAL, etc

MONITORING PROFESSIONAL DEVELOPMENT
Schedule 4  Assessment Criteria and Process for Advanced Skill Teachers

This Schedule replaces ‘Schedule 3 ASSESSMENT CRITERIA AND PROCESS: ADVANCED SKILL TEACHER’ of the Teachers Award:

1  Eligibility for Classification as an Advanced Skill Teacher

1.1  Band 1 teachers appointed 0.4 or greater fraction will be eligible for classification as an Advanced Skill Teacher, when the employee has been classified as a Step 10 teacher for at least 1 equivalent full time year.

1.2  Teachers reaching Step 10 classification may signify their intention to apply for AST status in the following year. Teachers are entitled to request a peer in a leadership position to undertake a process of observation and appraisal of them, with the intention that this person will then provide a written reference to support the teacher’s application.

2  Applications must proceed only in the form as specified in ‘Guidelines for the Implementation of the Advanced Skill Teacher Classification’ as amended. To the extent of inconsistencies between this guideline and any provision of this agreement, the agreement shall prevail.

3  Assessment Criteria for AST

To achieve classification as an Advanced Skill Teacher an applicant must, to the satisfaction of the assessing panel, fulfil all of the assessment criteria listed under each heading below:

3.1  Pedagogical Skills and Knowledge

1.  Utilise a range of appropriate and effective teaching techniques and methodologies.
2.  Consistently develop and adapt strategies to address students' learning needs, problems and difficulties.
3.  Consistently utilise an appropriate range of evaluation, assessment and reporting techniques.

3.2  Professional Relationships

1.  Consistently build positive and effective relationships with students.
2.  Where appropriate, collaborate with and provide support and assistance to, other teachers and student teachers in the development of their teaching skills.
3.  Initiate appropriate communication with parents and the wider school community.
3.3 Professional Development

1. Demonstrate an on-going commitment to participation in professional development activities and show how such participation has influenced his or her teaching practice. This should include professional development provided by the employer, which maintains the reasonable knowledge of the spiritual and theological dimensions of Lutheran education.

3.4 Curriculum Development

1. Provide evidence of effective contribution to the development, implementation and evaluation of curriculum.

3.5 School Community Relationships

1. Provide evidence of the application in their teaching of experiential knowledge and skills to support the fostering and sustaining of the school's philosophy.

4 Application

4.1 Each application shall be in writing.

4.2 The application shall address each of the criteria and shall be no more than seven A4 pages.

4.3 The application shall contain at least one reference provided by a person in a leadership position in the school, citing their observation and experience of the applicant's teaching and attesting to the applicant's fulfilment of the assessment criteria. Other references may be included but shall be discretionary.

5 Processing of the Application

5.1 The application shall be lodged by the applicant with the Principal of the applicant's school.

5.2 On receipt of the completed application, the Principal will, within 15 school days, convene an assessment panel comprised of 3 registered teachers,

1. one of whom (the convenor) will be the Principal of the applicant’s school or a nominee of that Principal;
2. a second panellist called from the elected panellists of the applicant's school;
3. a third mutually agreed panellist with current AST status (or where necessary a Step 10 teacher) and teaching at another Lutheran school. Any costs associated with the involvement of a panellist from another school will be borne by the applicant’s school or the Lutheran Schools Association
5.4 The panel will consider the application and the information presented by the applicant only in the context of the classification criteria and indicators specified.

5.5 The individual panellists will observe at least two lessons taught by the applicant as part of the consideration of the application. Such lesson observations should be arranged to give consideration to the different year levels or subject areas normally taught by the applicant.

5.6 The panel, in its proceeding and decision, will be governed by equity, good conscience and the substantial merits of the application without regard for technicalities or legal forms.

5.7 After its consideration of the written application, the reference(s) and the observation of the lessons, the panel will:

5.7.1 by consensus resolve that the employee be classified as an Advanced Skill Teacher, or

5.7.2 resolve to require the applicant within 5 school days to attend for interview and to supply further and better particulars as a panellist may reasonably require, and then direct the teacher be classified as an Advanced Skill Teacher, or

5.7.3 after proceeding initially as in 5.7.2 above resolve to decline the application. In this event, the panel will, within 5 school days, provide to the applicant written reasons for the decision and will inform the applicant that the applicant may either,

1. make further application no earlier than 1 year hence, or,

2. within 10 school days lodge an appeal in the manner prescribed in this Schedule at clause 6 below.

5.8 Following its assessment the panel will supply a copy of the application, including the panel's decision in the matter, to the employer and the applicant. Where a change of salary is required the employer will commence payment of the appropriate salary on and from the first full pay period occurring after the date of the decision.

5.9 The process should be concluded within 10 school weeks. If the applicant is successful and is granted AST status, the applicant will be paid from either the date of notification of the AST status or from a date 10 weeks from the receipt of the application which ever is the earlier.

6 Appeals

6.1 An applicant aggrieved at the panel's determination may within 10 school days appeal against that decision.

6.2 Appeal applications will be in writing to the convening employer detailing the grounds of the appeal.
The only grounds for appeal are:

1. That the panel failed to observe the prescribed process, and/or
2. That the panel manifestly erred in assessing a particular merit of the application.

6.3 The onus of proof rests on the applicant.

6.4 An appeal will proceed by way of review of the original application and in the manner prescribed at clause 5 of this schedule.

1. Persons responsible for the initial adjudication will not be eligible to be empanelled.
2. The appeal panel shall be constituted in the same way as the original panel.

6.5 A majority decision of an appeal panel will constitute the final determination of an application.

7 Teacher Panellists

It is recommended that school teaching staff elect annually two or more teachers willing to serve on panels for Assessment of Advanced Skills Teacher applications and appeals. It is recommended that the panellists serve in strict rotation.
Schedule 5  Classification Structure for Lutheran School Officers.

This Schedule replaces Schedule 2 of the School Assistants Award in its entirety.

1. DEFINITIONS:
Lutheran School Officers means all employees as detailed in this Agreement who are not teachers. It includes all employees formerly known as School Assistants and Ancillary Employees.

1.1 ‘Resources’ is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; librarians, information technology staff, book-room staff, laboratory staff, theatre technical staff etc.

1.2 ‘Administration and Finance’ is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; administrative assistants, assistant accountants, secretarial staff, clerical staff, finance officers, public relations and marketing staff and facilities managers.

1.3 ‘Curriculum’ is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; special education assistants, adaptive education assistants, indigenous education assistants, music instructor (non-teachers), and classroom assistant.

1.4 ‘Boarding House Supervisory Staff’ is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream will be Boarding House Supervisory staff only.

1.5 ‘Extension’ is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; social workers, counsellors (non-teachers), speech pathologists, psychologists, and other professionals.

1.6 ‘Services’ is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; ground staff, maintenance staff, canteen staff, cleaners, caretakers, handy-persons, bus drivers, sales assistants, pool attendants, kitchen hands, laundry workers and cooks.

2. Obligation of Employers to Classify Lutheran School Officers
Employers must, by reference to the criteria prescribed below and the employee’s job description in accordance with clauses 34 and 35 of this agreement, classify employees at the relevant grade within one of the career streams defined

3. TERMINOLOGY
Terminology for specific streams of Lutheran School Officers will be
3.1 Resources  Lutheran School Resource Officer (LSRO)  
3.2 Administration and Finance  Lutheran School Administration Officer (LSAO)  
3.3 Curriculum  Lutheran School Curriculum Officer (LSCO)  
3.4 Boarding House Supervisory Staff  Lutheran School Boarding Officer (LSBO)  
3.5 Extension  Lutheran School Extension Officer (LSEO)  
3.6 Services  Lutheran School Services Officer (LSSO)  

4. **JOB DESCRIPTION CAN COVER MORE THAN ONE CAREER STREAM**  
An employee who has a job description consistently traversing more than one career stream will be classified within that career stream that describes the major and substantial part of the employee’s allocated duties.  

5. **PERFORMANCE OF DUTIES IN OTHER CAREER STREAMS**  
Nothing contained in this Schedule may be read or construed as limiting or affecting the right of an employer reasonably to require an employee of any classification at any time, or temporarily, to perform duties appropriate to other career streams whether or not the duties are those normally attached to a higher or lower grade and career stream or any other duties associated with the conduct or operation of the school provided that the employee is appropriately trained and suffers no reduction in salary as a result.  

6. **GENERAL CRITERIA**  
The General Criteria for each Grade of Lutheran School Officer described below shall apply to all career streams and covers the full range of work undertaken within a school other than work which is the responsibility of teachers, bursars and ministers of religion.  

6.1 **Junior**  
With the exception of Lutheran School Boarding Officers (to which positions juniors must not be appointed), Junior Lutheran School Officers will have duties as prescribed for Grade 1 Lutheran School Officer. However, their performance of these duties will be subject to close supervision and direction.  

6.2 **Grade 1B**  
Lutheran School Officers Grade 1B shall undertake basic and routine manual tasks and functions under direct supervision and to established practices, procedures and instructions consistent with their experience and skills.  

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures, and may be subject to checking during all stages.  

6.3 **Grade 1A**  
A Lutheran School Officer Grade 1A shall work under supervision to undertake any combination of a wide range of routine, established practices, procedures and instructions.
Employees at this level are responsible and accountable for their own work that is performed within established guidelines.

Employees are expected to exercise limited initiative and judgement in carrying out their role.

6.4 Grade 1

Lutheran School Officers Grade 1 will have the knowledge, skills and demonstrated capacity to perform tasks under general supervision; and complex tasks involving the use of theoretical knowledge under close supervision.

6.5 Grade 2

Lutheran School Officers Grade 2 will have the knowledge, skills and demonstrated capacity for self-directed application of appropriate techniques and equipment required to perform assigned tasks of some complexity involving the use of applied theoretical knowledge and interpersonal skills. This level corresponds to a competent, skilled, autonomous worker.

6.6 Grade 3

Lutheran School Officers Grade 3 will have highly developed knowledge, skills and capacity for self-directed application of appropriate techniques and equipment required to perform highly complex tasks involving substantial applied theoretical knowledge and interpersonal skills. Lutheran School Officers Grade 3 may perform complex tasks without supervision or engage in some supervision of the work of others. This level corresponds to an advanced skilled autonomous worker.

6.7 Grade 4

Lutheran School Officers Grade 4 will have the knowledge, skills and demonstrated capacity for self-directed application (including the selection and use of appropriate techniques and equipment) required to perform tasks involving independent use of a high degree of technical or applied theoretical knowledge and interpersonal skills. Lutheran School Officers Grade 4 may undertake limited creative, planning, design or supervisory functions.

This level is also the entry level for qualified tertiary graduates:
- who have completed a course of 2 or more years duration in a specialised discipline and
- who do not have relevant experience and
- whose position will develop into a position at Grade 5

These employees will progress through the increments of Grade 4 and then be classified to Grade 5 after 3 years service.
6.8 Grade 5

Lutheran School Officers Grade 5 will hold relevant, formal, tertiary qualifications equivalent to two years of full-time study, or be recognised as having equivalent competency by the employer. In addition and subject to limited guidance, be required to manage and/or co-ordinate a large and/or complex administrative function or to provide critical and highly specialised support to significant education programs. The direct line of supervision of other employees may be a feature of this level.

This level is also the appropriate level for an employee where the role requires formal tertiary qualifications of 2 or more years duration in a specialised discipline but where the work requirements are not of the level required at Grade 6.

This level is also the entry level for qualified tertiary graduates:
- who have completed a course of 3 or more years duration in a specialised discipline and
- who do not have relevant experience and
- whose position will develop into a position at Grade 6

These employees will progress through the increments of Grade 5 and then be classified to Grade 6 after 3 years service.

6.9 Grade 6

Lutheran School Officers Grade 6 will hold relevant, formal, tertiary qualifications equivalent to 3 or more years of full-time study and will, in addition, be responsible for the exercise of significant and independent professional judgement based on extensive experience and an advanced level of expertise within the relevant discipline.
7. CAREER STREAMS

7.1 Resources Stream
The Resources Career stream covers those employees that are working within the resource facilities of a school such as librarians, laboratory staff, theatre technical staff, book room staff, computer centre or information technology staff and audio-visual staff.

7.1.1 Junior
A Lutheran School Resources Officer Junior will have duties as prescribed for Grade 1. The performance of these duties will be subject to close supervision and direction.

7.1.2 Grade 1
A Lutheran School Resources Officer Grade 1 will, within a school resource facility such as a library, laboratory, book room, audio-visual centre or computing centre, under direction apply skills to operate, demonstrate, maintain, catalogue, repair or service hardware and software comprising the resource base.

7.1.3 Grade 2
A Lutheran School Resources Officer Grade 2 will carry out the duties described for Lutheran School Resources Officer Grade 1, but while not necessarily responsible for the overall planning of the work, will be self directed in the application of skills relevant to the resource facility.

7.1.4 Grade 3
A Lutheran School Resources Officer Grade 3 will be responsible on a day-to-day basis for the smooth and efficient operation of an established resource facility or a complex and discrete section of an established resource facility. Supervision of other Lutheran School Officers or of volunteer parent or student helpers may be a function at this level.

7.1.5 Grade 4
A Lutheran School Resources Officer Grade 4 will have advanced resource knowledge and skills and, subject to broad policy directives, accept responsibility for the establishment and day-to-day operation of effective technical systems for the smooth and efficient operation of the resource facility. The Lutheran School Officer may undertake supervision of other employees where appropriate but will be responsible to the faculty head.

7.1.6 Grade 5
A Lutheran School Resources Officer Grade 5 will be required to hold relevant, formal tertiary qualifications equivalent to 2 years of full-time study, or be recognised as having equivalent competency by the employer, and will, in addition be required exercise a very high level of skills and expertise. The Lutheran School Officer may exercise managerial and/or co-ordinating responsibilities within the resource facility.
7.1.7 Grade 6
A Lutheran School Resources Officer Grade 6 will be required to hold relevant, formal, tertiary qualifications equivalent to 3 or more years of full time study, and will, in addition, be responsible for the exercise of significant and independent professional judgement based on extensive experience and an advanced level of expertise within the relevant discipline.

7.2 Administration and Finance Stream
The Administration and Finance Career stream covers those employees that are working within a school on clerical duties and administrative functions. Employees who fit within this stream may vary but may include the following but are not limited to; administrative assistants, assistant accountants, secretarial staff, clerical staff, finance officers, public relations and marketing staff, facilities managers.

7.2.1 Junior
A Lutheran School Administration Officer Junior will have duties as prescribed for Grade 1. The performance of these duties will be subject to close supervision and direction.

7.2.2 Grade 1
A Lutheran School Administration Officer Grade 1 will carry out receptionist, clerical and/or secretarial functions involving routine office procedures and assisting teachers to carry out classroom administrative functions where appropriate.

7.2.3 Grade 2
A Lutheran School Administration Officer Grade 2 will have duties and responsibilities that include secretarial, receptionist and clerical duties requiring application of office communication skills and procedures. Duties will require competence in the use of computer packages for word processing, data entry and simple generation of reports from a database.

7.2.4 Grade 3
A Lutheran School Administration Officer Grade 3 will have

**EITHER**
Duties and responsibilities that include those described above at Level 2 together with responsibilities for complex computer generated reports. An employee at this level will be required to be competent in a range of computer software packages including word processing, data base, spread sheet and desk top publishing. A high level of interpersonal skills will be required at this level. An employee may also have responsibility for directing and supervising the work of one or more Lutheran School Officers.

**OR**
Responsibility for the smooth and efficient financial administration of a school employing fewer than 10 EFT teachers where this responsibility
is shared with either the Principal or an appropriately qualified Board Member.

**OR**
Responsibility in School Finance for the smooth and efficient operation of a discrete and significant section of the business operations of the school. This responsibility will be subject to close monitoring by the senior accountant.

7.2.5 Grade 4
A Lutheran School Administration Officer Grade 4 will

**EITHER**
Be required to apply a very high degree of administrative skill and, subject to general policy directives, accept responsibility for the day-to-day management of the office administration of the school or for another specific administrative or secretarial function.

**OR**
Be responsible for the smooth and efficient financial administration of a school employing 10 or more EFT teachers.

**OR**
Under general direction of the Business Manager, undertake complex accounting responsibilities involving the effective control of financial transactions within the school. This will involve maintenance of records of creditors, debtors and receipt of revenue functions.

7.2.6 Grade 5
A Lutheran School Administration Officer Grade 5 will be required to hold relevant, formal tertiary qualifications equivalent to 2 years of full time study, or be recognised as having equivalent competency by the employer, and will, in addition, be responsible for the management of the financial affairs of the school or a significant component of the financial administration of a school.

7.2.7 Grade 6
A Lutheran School Administration Officer Grade 6 will be required to hold relevant, formal tertiary qualifications equivalent to 3 or more years of full time study and will, in addition, be responsible for the management of the financial affairs of an R-12 school or a secondary school of more than 550 students.

7.3 Curriculum Stream
The Curriculum Career stream covers those employees that are working within a school to provide support and assistance to teachers with any requirements of the school’s curriculum. Employees who fit within this stream may include the following but are not limited to: special education assistants, adaptive education assistants, indigenous education assistants, music instructor (non-teachers), classroom assistant.

7.3.1 Junior
A Lutheran School Curriculum Officer Junior will have duties as prescribed for Grade 1. The performance of these duties will be subject to close supervision and direction.

7.3.2 Grade 1
A Lutheran School Curriculum Officer Grade 1 will, in association with a teacher or teachers, apply clerical, social, organisational and communication skills in support of any requirements of the school’s curriculum.

7.3.3 Grade 2
A Lutheran School Curriculum Officer Grade 2 will, subject to teacher requirements and direction, provide support for teachers in the preparation and presentation of the curriculum programs. This support will include working closely with individual and small groups of children on pre-prepared and structured programs.

7.3.4 Grade 3
A Lutheran School Curriculum Officer Grade 3 will apply skills and undertake responsibilities as required for Grade 2, but will, in addition, exercise specialist skills in, for example, special programs. A Lutheran School Officer at this level may be responsible for the close supervision and care of children with special needs.

7.3.5 Grade 4
A Lutheran School Curriculum Officer Grade 4 will apply advanced and specialised skills and operate in a para-professional capacity under limited direction in the area of curriculum.

7.3.6 Grade 5
A Lutheran School Curriculum Officer Grade 5 will be required to hold relevant, formal tertiary qualifications equivalent to 2 years of full time study, or be recognised as having equivalent competency by the employer and will, in addition, be required to make autonomous use of a high degree of critical knowledge to initiate and implement programs in the area of curriculum.

7.4 Boarding House Supervisory Staff Stream
The Boarding House Career stream covers those employees that are working within a school Boarding House concerned with the supervision of students and general functioning of the Boarding House.

7.4.1 Grade 1
A Lutheran School Boarding Officer Grade 1 will apply domestic and interpersonal skills to assist the senior Boarding House Person on duty in the daily routines of the Boarding House involving the supervision of students and the general functioning of the Boarding House.

7.4.2 Grade 2
A Lutheran School Boarding Officer Grade 2 will carry out the duties described for Grade 1, but will, while actively on duty, exercise responsibility for the functioning of the Boarding House, and may deputise as required for the person in charge of the Boarding House.

7.4.3 Grade 3
A Lutheran School Boarding Officer Grade 3 will be responsible for the smooth and efficient operation of a Boarding House (Single Unit). A significant role will concern the total welfare of the students and the supervision of other Lutheran School Officers in the Boarding House.

7.4.4 Grade 4
A Lutheran School Boarding Officer Grade 4 will carry out the duties described for Grade 3 and additionally will be responsible for effective communication with the parents of the students and for the planning and implementation of programs for the welfare of the students.

7.4.5 Grade 5
A Lutheran School Boarding Officer Grade 5 will, in addition to the duties for level 4, be required to hold relevant formal tertiary qualifications equivalent to 2 years of full time study, or be recognised as having equivalent competency by the employer, and will, in addition, be responsible in a managerial capacity for the creation and delivery of specialised programs relating to the welfare of the students.

7.5 Extension Stream
The Extension Career stream covers those employees that are working within a school offering professional or para-professional services e.g. counsellors (non teaching) social workers, speech pathologists and psychologists.

7.5.1 Grade 4
A Lutheran School Extension Officer Grade 4 will, within a school (as a new or recent graduate para-professional or professional), under general direction, apply knowledge, skills and demonstrated capacity to perform functions consistent with their training.

7.5.2 Grade 5
A Lutheran School Extension Officer Grade 5 will, within a school or group of schools as an experienced, qualified professional; apply knowledge, skills and demonstrated capacity to perform tasks of some complexity consistent with their training. The employee will be self-directed in the application of professional skills.

7.5.3 Grade 6
A Lutheran School Extension Officer Grade 6 will, (in addition to the duties of an employee at Grade 5) within a school or group of schools as an experienced professional, apply knowledge, skills and
demonstrated capacity to perform tasks of considerable complexity consistent with their training. The employee may be responsible for the overall planning of the work and will be self-directed in the application of skills possessed. The employee may also manage the work of other para-professionals and professionals either in a clinical team context or as part of a service delivery group. A part of this level may be the development of policy and practice directions for use by other professionals and school staff.

7.6 **Services Stream**

The Services career stream covers those employees that are working within a school and covers all those functions not described in any of the other streams and that has traditionally been known as ancillary work. This career stream may include but is not limited to; grounds staff, labourers, maintenance staff, canteen staff, cleaners, caretakers, handy-persons, bus drivers, sales assistants, pool attendants, kitchen hands and laundry workers.

7.6.1 **Grade 1B (equivalent to Ancillary Staff Level 1 in the earlier Agreement)**

A Lutheran School Services Officer Grade 1B will, within a school, work under direct or close supervision to undertake a range of basic and routine duties and functions to established practices, procedures and instructions consistent with the relevant vocational category. The scope of work may include general labouring, grounds maintenance, laundry duties, kitchen duties and canteen duties.

Grade 1B employees are expected to have an understanding of clear straightforward rules and procedures Work may be often undertaken in direct support of other employees in this stream who work at grades 1A, 1 or 2.

Grade 1B may include initial recruits who may have limited relevant experience.

7.6.2 **Grade 1A (equivalent to Ancillary Staff Level 2)**

A Lutheran School Services Officer Grade 1A will, (in addition to the duties of an employee at Grade 1B) within a school, work under supervision to undertake any combination of a wide range of routine, established practices, procedures and instructions. The scope of work may include security and property maintenance.

Work performed may be often undertaken in direct support of other employees in this stream who work at grades 1, 2 or 3.

Employees at this level are responsible and accountable for their own work that is performed within established guidelines.

Employees are expected to exercise limited initiative and judgment in carrying out their duties.
7.6.3 Grade 1 (equivalent to Ancillary Staff Level 3)
A Lutheran School Services Officer Grade 1 will (in addition to the duties of an employee at Grade 1A), within a school, under direction apply knowledge, skills and demonstrated capacity to perform non-routine tasks and functions consistent with their training. Such work shall range from the routine to more complex work of varying degrees of complexity such as maintenance and repair or other remedial work but not involving complex decision-making and judgment.
Lutheran School Services Officers Grade 1:
- are often required to exercise initiative and discretion, work with little supervision and demonstrate expertise within the relevant vocational category.
- are expected to accept personal responsibility significantly beyond that required of Grade 1A and 1B employees.
- may supervise Grade 1A and 1B employees and report to senior school staff as required.

7.6.4 Grade 2 (equivalent to Ancillary Staff Level 4)
A Lutheran School Services Officer Grade 2 will (in addition to the duties of an employee at Grade 1), within a school, apply knowledge, skills and demonstrated capacity to perform:
- specialised functions tasks of complexity consistent with their training.
- perform in an administrative or supervisory capacity
- operate with a degree of technical administrative or specialist expertise.
- are expected to display a high level of initiative, exercise discretion and to plan detailed work programs.
- are responsible and accountable for their own work and report to the Principal of the school or a designated senior administrator
- supervision of Grade 1B, 1B and 1 Lutheran School Services Officers

The scope of work may include supervision and planning, assist in preparation of budgets within area of responsibility and assist in negotiation with contract companies as appropriate.

Grade 2 employees shall hold a trade certificate relevant to the position or have demonstrated equivalent experience and competency.

7.6.5 Grade 3
A Lutheran School Services Officer Grade 3 will, (in addition to the duties of an employee at Grade 2) within a school be responsible on a day to day basis for the smooth and efficient operation of a program of activity within a category (e.g. a building maintenance program) or a section of a more complex and/or discrete section of a larger services program Supervision of other Lutheran School Officers is likely to be a function of this level. Such work could include work programming, planning and scheduling, budgeting (under general supervision from
school management) and contributing to the development and or monitoring of overall school management strategy.

7.6.6 Grade 4
A Lutheran School Services Officer Grade 4 will, (in addition to the duties of an Grade 3) within a school of 550 students or less, be responsible for the establishment and management of a range of functions, but will receive support from school management in the overall administration of the program.

7.6.7 Grade 5
A Lutheran School Services Officer Grade 5 will under-take duties of a type consistent with Grade 4 across campuses in a multi-campus school or in a school with more than 550.
Schedule 6

Salary Packaging Policy for SA Lutheran Schools

Introduction:
Salary packaging or a salary sacrifice arrangements is an arrangement between employers and employees, where employees agrees to forego part of their future entitlement to salary or wages in return for employers providing benefits at the same cost to employers. ‘Pay As You Go’ (PAYG) tax withheld is then based on gross salary and wages excluding salary-sacrificed amounts. Therefore instead of electing to pay these expenses from after-tax income, employees pay these amounts from pre-tax dollars. Some expenses are subject to Fringe Benefits Tax (FBT).

Clause 38 of the Lutheran Schools Enterprise Agreement 2005 permits employees to enter into salary packaging arrangements.

Policy:
1. All employees are eligible to participate in salary packaging, but employees are under no obligation to salary package. Not all employees may benefit from all categories of salary packaging. Employees may be able to package any amount of their gross salary.

2. Salary packaging is to be at no additional cost to employers and accordingly, employees are required to pay for their FBT liability, if any, and administration costs from their gross salary.

3. Employees are required to seek appropriate independent financial or legal advice in respect of their own particular personal circumstances prior to entering into a salary packaging arrangement.

4. Employees are strongly encouraged to make appropriate superannuation arrangements.

5. Schools are classified as “rebateable employers”, which allows employers to claim a rebate on the FBT liability. This rebate shall accrue to employees.

6. The following categories of benefits are available for salary packaging
   ➢ Exempt benefits eg superannuation, laptop computers
   ➢ “Otherwise deductible” expenses eg self-education expenses, salary packaging advice
   ➢ “Concessionally” taxed benefits eg in-house school fees, novated motor vehicle leases
   ➢ Meal entertainment
   ➢ Mortgage repayments
   ➢ Health insurance

7. Any changes in FBT legislation or costs associated with the administration of packages shall be reflected in each package and will be paid by employees.

8. The superannuation guarantee contribution will be paid on the gross remuneration as outlined in the schedules in the EA 2005, ie before any salary packaging.

9. All packaged items that include GST will entitle employers to claim the input tax credits. The input credits shall accrue to employees.

10. The administration of the salary packaging shall be arranged by the LSA.

Date of effect:
This policy is effective from 1 April 2004
Schedule 7

Lutheran Schools Enterprise Agreement 2005

TERMS OF REFERENCE FOR WORKING PARTY

‘CHARTER FOR TEACHERS IN LUTHERAN SCHOOLS’

‘Statements of standards for accomplished teachers are developed by members of the profession and ratified through extensive consultation.’

Australian College of Education National Discussion Paper 2000

- Determine standards for teachers within the LSA.
- Determine agreed teaching standards for inclusion in a future Lutheran Schools Enterprise Agreement.

The Working party will be made up of two employee and two employer representatives the representatives will be appointed by the Lutheran Employee Reference group and the Industrial Committee respectively. The Director shall convene the group.

The working party shall meet as determined by the group.

An interim report is be prepared by 30 August 2006 and a final report shall be completed by 1 February 2007. These reports shall be presented to the Chairperson of the Lutheran Employees Reference Group and Director of Lutheran Schools.
Schedule 8

Lutheran Schools Enterprise Agreement 2005

TERMS OF REFERENCE FOR WORKING PARTY

Review of Lutheran School Officers Classification Criteria

The School Officer Classification Criteria as set down in Schedule 5 of this agreement was a move away from the School Assistants Award that occurred in the 2001 Enterprise Agreement with some modifications in this agreement.

The purpose of this agreement is to review the Classification Criteria and make recommendations about possible changes to be included in the next enterprise agreement.

The review shall research and consider:
1. the suitableness of the 6 career streams
2. the usefulness of the general criteria for all career streams
3. the usefulness of specific criteria for all career streams
4. whether the range of work described by the Classification Criteria meets the needs of all non-teaching employees in schools
5. any anomalies of classification of employees
6. the appropriateness of specifying qualifications for each classification
7. current best practice involving competencies and qualifications (including Recognition of Prior Learning)

The working party shall collect data from principals and school officers to determine the usefulness of the classification criteria.

The working party will be made up of employee and employer representatives. The representatives will be appointed by the Lutheran Employee Reference group and the Industrial Committee respectively.

The working party shall meet as determined by the group

The recommendations prepared by the working party shall be presented to employee and employer representatives for agreement. Upon agreement by employees and employers the recommendations will replace Schedule 5.

A representative from IEU (SA) shall sign the recommendations on behalf of employees.

The Director LSA shall sign the recommendations on behalf of the employers.
Schedule 9

Lutheran Church of Australia

Frontier Youth Internships

An Overview
Frontier gives young people the opportunity to be used by God, and to learn and grow through getting involved. It's not a new idea - Jesus taught his disciples in exactly the same way - they learnt 'on the job'. They were ordinary everyday people. What made them different is that they let God use them. They weren't taking the easy option but they were willing to leave behind their security and follow him.

In this age it's as important as ever that Christians are prepared to stand up in the same way and be counted for their faith.

Frontier holds before our young people the challenge of self giving and costly service and witness. It provides young people a chance to use their gifts and discover new ones, to serve the Church through working with a local congregation or getting involved in a camping ministry or helping plant a new faith community, or .... the sky's the limit!

A Call to Serve God
God calls people of all ages and skills to serve in different ways. Giving one year or more is one way of making a response to God. Being a Frontier Youth Intern may be right for you.

There are lots of different ways you can serve. The possibilities include:
- Youth ministry in a local church.
- Ministry associated with a camp or conference centre.
- Schools ministry.
- Creative team ministry.
- Services overseas.
- Administrative support.
- Involvement in developing a special interest ministry.

Who can be a Frontier Youth Intern?
All sorts of people can get involved in Frontier. People have come from a wide variety of backgrounds from school leavers to tertiary students; graduates to those looking for a study break; workers to unemployed; locals to people from interstate or even overseas. Frontier hosts are generally looking for people who:
- Are aged between 18 and 30.
- Have a desire to serve God in a sacrificial way for one year or more.
- Are available to provide a minimum of 10 hours/week ministry service.
- Want to use their gifts and discover new ones.
- Are prepared to set learning outcomes for their period of service.
- Are willing to participate in an in service training program.

How do I apply to be a Frontier Youth Intern?
Most Frontier internships run in sync with the calendar year (i.e. January to December). Members of the Frontier Network will therefore generally advertise positions in the period from September through to January. It would be wise to register your interest with a particular Frontier Network member so they can discuss with you what doing a Frontier Youth Internship with them would involve and how to best prepare. By registering your interest you can also ask to be kept informed of upcoming opportunities.
Who can invite a Frontier Youth Intern?
Frontier Youth Interns work alongside local people helping them in their mission. An intern may help in developing or extending ministries; they may bring new skills and enthusiasm or provide a teaching ministry. Frontier is looking for potential hosts to provide opportunities for young people to serve with them in partnership.

Hosts may be:
- Congregations
- Regions
- Districts
- Campsites
- Schools
- Agencies
- Youth organisations

Hosts are encouraged to register with the Frontier Network. Frontier will provide assistance and coaching to potential hosts addressing issues such as support, internship role description, readiness of a group to host an intern, training and respond to specific questions.

Care is taken to place people with appropriate gifts and experience to best suit the host groups ministry needs. The host group is encouraged to participate in a process of interview and selection.

What is required of the Host Group? / The Intern? / The Frontier Network?

The host group commits to provide a
- Detailed Internship Role Description.
- Provide a mentor and appropriate ministry support group.
- Provide a support package which meets the current Intern support package guidelines.
- Provide oversight, feedback, prayer, pastoral care and personal support.
- Recognise and affirm the importance of training and skill development, determine appropriate learning pathways, and provide opportunities for reflection and review.
- Provide appropriate recognition of the role of youth intern (e.g. commissioning, farewell, inclusion in appropriate meetings).

The Youth Ministry Intern Commits to:
- Demonstrate an ongoing commitment to following Jesus.
- Prepare appropriate goals and learning outcomes.
- Undertake the expectations of training, reflection and review and accountability as determined.
- Work in accordance with appropriate Lutheran standards of conduct and policy e.g. Safe Place, Privacy, Mandatory Notification.
- Actively be involved in the ministry of the host group and where possible support the work of the wider church.

The Frontier Network Commits to:
- Liaise with host groups in negotiating intern placements.
- Provide support, prayer and encouragement to the youth intern.
- Participate in review and feedback of the intern placement.
- Actively support the training and education component of the internship.

Where a Frontier Youth Internship Might Lead
Being part of Frontier may open up many opportunities. For many young people an internship provides a great chance to try their hand at a diverse range of Christian work. Some young people continue beyond their first year (e.g. Senior Intern, Youth Ministry Assistant) of service. This may allow the opportunity to further develop gifts or to further extend a ministry.
Some young people return to what they were doing (e.g. study, career), prior to Frontier while some may find their lives may take dramatic turns. The Frontier experience has often provided an ideal environment to seek God's will for the future.

Many interns have continued in some form of church service most often in youth ministry. Some interns have been keenly sought to fill youth worker positions. Others have followed a pathway into School Chaplaincy (Government Schools). Often with a confirmed sense of vocation many interns have entered into further ministry education.

While internship has sometimes been likened to an apprenticeship it must be pointed out that the Frontier Network makes no guarantees about a future career in youth work. One thing for sure is that the experiences gained cannot be taken away and many Frontier interns will take their place amongst the emerging leaders of our Church.

**Frontier Network**

Members of the Frontier Network have come together sensing a special moment in the history of the Lutheran Church of Australia. The Frontier Network seeks to advocate for the role of internships in emerging ministry systems to serve the needs of host groups and to stand with our young people, our most precious resource.

The Frontier Youth Network is an endorsed initiative of the Lutheran Church Board for Youth and Family Ministry. It has the support of the Department of Lay Ministry.

If there's more that you want to know, then get in touch with your District Board for Youth and Family Ministry representative, where they'll be delighted to help you. A year spent at The Frontier is an experience like no other. We look forward to hearing from you.

Prepared by: Peter Eckermann,
Director, Children, Youth and Family Ministry,
Lutheran Church of Australia, SA/NT for the Frontier Network.
Frontier Youth Internships

Guidelines for Conditions of Service

1. **Length of Service**
   A Frontier youth internship will normally involve a 1-2 year commitment to serve.
   - No maximum length of service has been set but Frontier Network members are asked to have the pastoral care of the intern as a priority to ensure that any decision to extend the service is in the intern's best interests.
   - Care needs to be taken to avoid either exploitation of the intern or inappropriate deferral of other career options by the intern.
   - A second year of service may provide opportunities for increased responsibility and leadership and therefore further development for the intern.

2. **Commissioning for Service.**
   The commencement of the intern's service is to be marked by an act of commissioning in the context of a service of worship. The Frontier Network is able to provide assistance in this area.

3. **Support Package**
   A support package will be determined in discussion with the intern, host group and Frontier Network. The details of the package will need to be finalised prior to the commencement of service and details included in a covenant agreement signed by parties.

   **Finance**
   An intern is required to work a minimum of 10 hours/week for the host group and will be paid 2/3 of the LCA Junior Lay Worker’s Salary.

   **Salary rate 2005:**
   A salary rate of $17,298\(^6\) shall apply = $8.87 per hour.
   Part-time interns are to receive pro rata salaries.

   While an intern may be seen as a solution where limiting finance has been a limiting factor Frontier should not be seen as a way of getting a ‘cheap worker’

   **Other Supports**
   - If *board* (accommodation and food) or *free accommodation* is provided a ‘fair cost’ can be determined allowing for an adjustment to the financial support provided.
   - Any *expenses* incurred in the course of the ministry should be reimbursed.
   - *Travel* beyond getting to and from the place of work should be reimbursed.
   - Arrangements should be made with local host group treasurer to ensure the intern is covered under *Work Cover*.
   - Assistance may be provided in assisting the intern in finding suitable part-time work i.e. to allow for a ‘tentmaker’ model.
   - The cost of registration for appropriate camps, courses, workshops, seminars should be met by the host group to predetermined agreed value.
   - The cost of significant training expenses (e.g. study at Australian Lutheran College) may be met by the host group and should be included as part of the financial provision.
   - If parents choose to help an intern by providing free board or accommodation this should be acknowledged as the parent’s gift to the intern.

   It is difficult to determine a universal support package which applies across the Lutheran Church in Australia. Support needs to be considered in the light of circumstances and settings.

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\(^6\) This is the salary rate for 2005, the applicable rate can be obtained from the National Office, Lutheran Church of Australia.
4 Time off
   a. It is important that the intern has regular time off each week
   b. It is important that the intern be provided with time off for holidays.
      • Weekly and holiday time off policy should be discussed with the intern, host and Frontier Network. Again a variety of placement settings dictate a flexible approach across the Frontier Network
      • A minimum of 1 weeks holiday leave should be provided with pro rata increase with longer hours of service over longer time frames.

5. Training.
Frontier recognises the paramount importance of appropriate training and education for the intern. An appropriate learning pathway should be determined in consultation with the intern. (e.g. the intern may take one or more courses as a move towards accreditation as a Lutheran Lay worker) Frontier network is able to suggest a range of available courses across Australia.

6. Pastoral care
   The host has primary responsibility for pastoral care of the intern during the period of service. The supporting Frontier Network member is available to the intern and the host for consultation as necessary.

   The Frontier Network’s commitment to the pastoral care of the intern will ensure:
   ▪ Clarification of expectations of both the intern and the host.
   ▪ Definition of areas of work and responsibility with a written job description
   ▪ Determination of clear lines of communication and supervision for the intern.
   ▪ Establishment of a small personal support group to meet regularly with the intern to deal with any emerging issues, to pray with and for the intern, to provide support and encouragement and think through with the intern any issues raised in performance of defined tasks.
   ▪ Provision of a suitable mentor (this maybe A Pastor, Chaplain, Camp Director, Senior Intern).

7. Procedure for Grievances
   a. Resolution of grievances should in the first instance he handled at the local level in consultation with the appropriate Frontier Network member.
   b. If the matter cannot he resolved locally, the intern or host group may request an independent mediation process to he undertaken. The Frontier Network can help provide referral assistance.
   c. In matters of discipline, adjudication and appeals the Frontier Network is accountable to the Lutheran Church of Australia and will consult the appropriate personnel or committee in these areas.

8. Review
   The host group in conjunction with the Frontier Network will conduct a review of the internship.
   A guided review will allow an opportunity for debriefing of the experience. The Frontier Network is able to provide assistance in this area.

9. Completion of Service
   a. The completion of the intern’s service is to he recognized by an act of closure in the context of a service of worship.
   b. The intern will be provided with a profile statement outlining training and experiences.
   c. The intern will receive a certificate of service.
Schedule 10

TERMS OF REFERENCE FOR WORKING PARTY

Review of ‘Assessment Criteria and Process for Advanced Skill Teachers’

The purpose of this working party is to review Schedule 4 ‘Assessment Criteria and Process for Advanced Skill Teachers’ and make recommendations about possible changes to be included in the next enterprise agreement.

The review shall research and consider the suitability of:

1. Assessment Criteria
2. Processing of the Application
3. Appeal Process
4. Provision of Panellists

The working party shall collect data from principals and teachers to determine the suitability of the approach.

The working party will be made up of employee and employer representatives. The representatives will be appointed by the Lutheran Employee Reference group and the Industrial Committee respectively.

The working party shall meet as determined by the group.

The recommendations prepared by the working party shall be presented to employee and employer representatives for agreement will form part of the next enterprise agreement.
Schedule 11

LUTHERAN SCHOOLS ASSOCIATION

Lutheran Schools Association of South Australia, Northern Territory and Western Australia Inc

COMPLAINTS PROCEDURE

1. Objective:

To record and deal with complaints raised against an employee or employees of a school.

2. Scope:

This procedure is to be limited to complaints against employees that are not covered by other policies and procedures of the Lutheran Schools Association (LSA) and Lutheran Church of Australia\(^7\) (LCA).

3. Responsibilities:

3.1 The respondent shall be responsible for:
- cooperating with the resolution of the complaint

3.2 The receiver shall be responsible for
- listening carefully to the complainant
- handing on the complaint to the authorised person
- advising the complainant as to the name of the authorised person

3.3 The authorised person shall be responsible for
- keeping accurate records
- keeping the complainant fully informed of progress to resolution of the complaint
- ensuring that any agreed action arising out of the complaint is carried out
- ensuring that all confidentiality and privacy provisions are met
- ensuring that the complaint is resolved as quickly as possible.

4. Definitions:

complainant means—

(a) for a complaint lodged by an agent—the person or each person on whose behalf the complaint is lodged; and

(b) for an investigation for which there are 2 or more complainants—each complainant.

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\(^7\) For example LCA Sexual Abuse Policy found at http://www.lea.org.au/show_file.asp?id=36&table=policy
respondent means—
(a) for a complaint—the person who is alleged to have done the act or acts to which the complaint relates; and
(b) for an investigation of a complaint for which there are 2 or more respondents—each respondent.

receiver means—
(a) for a complaint—the employee of the school with whom the complainant lodges a complaint
(b) the receiver may be the respondent.

authorised person means—
(a) for a complaint—the person who has been authorised by the school to deal with a complaint
(b) the authorised person may be the respondent.

complaints register means an ongoing listing of all complaints received by the school. An example of a complaints register can be found in Appendix 3.

5. Procedure:

5.1 Once a complaint has been lodged, the receiver shall listen to and record details of the complaint. The receiver shall not offer any defence to the complainant. Any response to the complainant shall be to seek clarification only.

5.2 The receiver shall decide whether the receiver has been authorised to deal with the complaint.

5.2 If the receiver has not been so authorised to deal with the complaint, the receiver shall advise the complainant that the matter is to be handed onto the appropriate person and hand the details of the complaint to the authorised person.

5.3 Once the authorised person has been established, the authorised person shall decide whether the matter shall be dealt with under specific policies and procedures of the LSA or LCA. The authorised person shall advise the complainant as to how the matter will be managed.

5.4 If the complainant is anonymous, that is, not known to the authorised person, the authorised person shall decide whether an investigation is required.

5.5 If the complainant is known to the authorised person and wishes to remain anonymous, the authorised person shall advise the complainant that no further action will be taken unless the request of anonymity is withdrawn.

5.6 If an investigation is not required, the authorised person shall record the complaint. The matter shall be recorded in the complaints register and can then be considered concluded.

5.7 If the authorised person is not the respondent, the authorised person shall decide whether the matter will be raised with the respondent.

5.8 In the case where there is no further action after an initial consideration in accordance with clause 5.6 of this procedure, the authorised person shall record a diary note and use the complaint to ask questions and seek own evidence for any concerns and further
action. The complainant shall be advised of the decision. The matter shall be recorded in the complaints register and can then be considered concluded.

5.9 If there is a case for further action, the authorised person shall request the complainant to speak directly to the respondent about the complaint. If the complainant chooses to speak directly with the respondent and the matter is resolved, the authorised person shall record the complaint. The matter shall be recorded in the complaints register and can then be considered to be concluded.

5.10 If the complainant does not wish to deal directly with the respondent or the meeting between complainant and respondent did not achieve a resolution, the authorised person shall
- record the details
- advise the respondent that the respondent may be accompanied by a person of their choice.
- discuss the matter with the respondent
- mediate between the two parties
- record all interviews and actions taken
- report progress to both parties.
If the complaint is resolved, the authorised person shall record the complaint and outcome. The matter shall be recorded in the complaints register and can then be considered concluded.

5.11 Should the complaint not be resolved by mediation, the authorised person shall refer the matter to the Principal (if the authorised person is not the Principal)
- record the details
- discuss the matter with the complainant and respondent
- arrange and facilitate a meeting with the two parties
- record all interviews, actions taken
- report progress to both parties.
If the complaint is resolved, the Principal shall record the complaint and outcome. The matter shall be recorded in the complaints register and can then be considered to be concluded.

5.12 If, at the end of process at 5.10, or the authorised person is the Principal, the complainant, if that person is an employee, or the respondent is still aggrieved, the complainant or respondent may choose to invoke the grievance process provided in the Lutheran Schools Enterprise Agreement. The matter shall be recorded in the complaints register and can then be considered to be concluded.

5.13 Alternatively, if either the complainant or respondent is not satisfied, the complainant or respondent may write to the Chairperson of the School Council seeking a review of all the evidence gathered and to take any further action as may be determined. The Chairperson may discuss the matter with the Director. The Chairperson shall report findings to all parties. If the parties are satisfied with the findings, the matter shall be recorded in the complaints register and can then be considered to be concluded.

5.14 If the complaint is still not resolved, either the complainant or the respondent may appeal to the Director. The Director shall:
- ensure that all procedures have been followed appropriately
- ensure that all parties have been fairly heard
- make a determination
- report findings to all parties.
If the parties are satisfied with the findings, the matter shall be recorded in the complaints register and can then be considered to be concluded.

5.15 If the issue is not resolved, the matter may be dealt with by application to an agency outside the Lutheran school system.

5.16 Each complaint shall be entered into a complaints register. See Appendix 3 for an example of Complaints Register.

5.17 At regular intervals, the senior management team at the school should examine the complaints register to determine any trends and appropriate actions that shall be put in place to counter any adverse trends.

5.18 Consideration of the complainants and respondents rights is most important. Appropriate enquiry shall be made at all stages of the procedure to ensure that procedural fairness prevails.

6. Forms and Records:

6.1 The authorised person shall raise a file for the safe keeping of all papers that arise in the course of the management of the complaint.

6.2 Records of interviews shall be in the form as shown in Appendix 1.

6.3 For incidents concerning students, the records shall be kept in a secure place for at least five years after the youngest student involved has attained eighteen years of age.

6.4 Any records placed on a respondent’s file shall be removed from the file one year after the complaint has been resolved, should the respondent so request. This request shall be in writing. The Principal shall forward to the respondent a letter in the form shown in Appendix 2 when any such papers have been removed as requested.

7. References

7.1 Lutheran Schools Enterprise Agreement 2003
7.2 LCA Sexual Abuse Policy

8. Appendices

8.1 Appendix 1 Record of Interview
8.3 Appendix 2 Advice of Removal of Records
8.4 Appendix 3 Complaints Register
Document Control:
- All printed copies are uncontrolled
- See LSA website for latest version
- There is an approved copy signed by the Director filed in the LSA Office.

Approval:

B J Kahl                      I Jaensch
Director                     Employee Representative
Lutheran Schools Association  Lutheran Schools
Complaints Procedure Flowchart

The flowchart is provided as another representation of the text above.

start

Complaint Lodged

Receiver of Complaint
- shall listen
- record details of the complaint
- seek clarification only

Is the receiver authorised to deal with the matter?

Yes

Is the matter that is to be dealt with under specific LSA or LCA policies and procedures?

Yes

The authorised person shall advise complainant of the appropriate policies and procedures to be followed

No

Is the complaint anonymous?

Yes

Is a further investigation required?

Yes

Receiver shall advise complainant that there will be no further action unless the request for anonymity is withdrawn

No

Does the complainant wish to remain anonymous?

Yes

Record a diary note

No

Take appropriate action.

Is the matter something that should be raised with the respondent?

Yes

Refer the complainant to the respondent to deal with the complaint

No

Record a diary note

Authorized person should seek own evidence for any concerns

Take appropriate action.
Is the matter resolved?

Did the complainant decline to discuss the issue with the respondent?

The matter is considered by complainant and respondent.

The author/isedperson shall:
- Record details
- Advise respondent of the right to be accompanied by a person of their choice
- Discuss with respondent
- Mediate between the complainant and respondent
- Report to both parties

Is the matter resolved?

The matter is resolved.

Refer the matter to the Principal who will:
- Record details
- Discuss with the respondent
- Arrange a meeting with the complainant and respondent
- Record all interviews and actions taken
- Report progress to both parties

Is the matter resolved?

Does one of the parties want to invoke the grievance process?

Complainant may write to Chairperson of Council seeking a review of all evidence gathered and to take any further action as may be determined.

The Council Chair may discuss the matter with the Director.

The Council Chair reports findings to both parties.
Either party may appeal to the Director

The Director shall ensure

- That all procedures have been followed
- That all parties have been fairly heard
- The director shall report findings to both parties

Is the matter resolved?

Yes

No

Either party may refer the matter to an External Agency

eg Court

end

- Complete Records
- Update Complaints Register
- File in secure place

• Inherent in the process is an investigation
• Records are important and must be kept in a secure place
• The respondent may choose to be accompanied by a person of their choice at any time.
Appendix 1

Record of Interview

Employee: ________________________________________________________________

Date: ________________ Time: ________________

Location of Interview: ___________________________________________________

Person Conducting the Interview: __________________________________________

Other Persons at the Interview: ___________________________________________
(include organisation if appropriate)

Details to be Recorded:

- Employee’s witness/support
- Details of the incident
- Employee’s explanation
- Improvement required from employee
- Supervisor’s witness/support
- Support from supervisor to coach employee to improve
- Review date
- Other comments

Supervisor’s Signature: _________________________________________________

I have read this record of interview and agree with the views expressed except where marked up in red ink.

Employee’s Signature: _________________________________________________
Appendix 2

Advice of Removal of Records

Letterhead

Name
Designation
Address

ADVICE OF REMOVAL OF RECORDS

I write to advise you that, at your request, the records relating to <insert details of complaint> have been removed from your personal file.

The effort and cooperation you have demonstrated to achieve the resolution of the complaint is recognised and, in doing so, has enabled the above-mentioned records to be removed.

You are encouraged to continue to demonstrate this cooperation to benefit both yourself and the school.

Signed

Principal:

Date:
## Appendix 3

Confidential

Complaints Register

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<tr>
<th>Date</th>
<th>Complainant</th>
<th>Respondent</th>
<th>Authorised person</th>
<th>Brief details of the complaint</th>
<th>File reference</th>
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TERMS OF REFERENCE FOR WORKING PARTY

Performance Management

Purpose
Pursuant to Clause 21 of the Lutheran Schools Enterprise Agreement 2005, a working party is to be convened by the Director for Lutheran Schools to develop a Performance Management System that will enable a culture of in which individuals and groups take responsibility for the continuous improvement of their own skill and contributions. The Performance Management System will be included in negotiations for the next enterprise agreement.

Membership of the Working Party

- The Industrial Committee is to nominate:
  1 Primary School Principal or Deputy
  1 Secondary School Principal or Deputy

- The Lutheran Employees Reference Group is to nominate
  1 Primary teacher
  1 Secondary teacher

- 1 IEU (SA) representative

Information and Consultation
Should the working party see a need to consult with or collect date from schools, the approval of the Director will be obtained prior to any contact with schools.

Timeframe
The Working party will prepare a document describing their findings by the end of Term 4 2006.

Desired Outcomes

1. exploration of the ideas of Performance Management
2. recommendation of a Performance Management System that would be suitable for use in Lutheran schools