Lutheran Schools NT

Enterprise Agreement 2012

Corrected by N K Lutz 29 October 2012
Appendix 5 Classification Matrix had 2 rows missing in the document approved by FWA
The rows have been inserted in this copy

Approval by Commissioner Simpson of FWA is attached on page 150.

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Part I - Application and Operation of the Agreement

1. Title

The title of this Agreement is the Lutheran Schools NT Enterprise Agreement 2012.

2. Definitions and Interpretations

In this Agreement unless otherwise stated:

Agreement means the Lutheran Schools NT Enterprise Agreement 2012.

Contact Time means face to face teaching and supervision of where a teacher required to teach or supervise students.

Employee means an employee who is covered by the Agreement (see clause 4).

Fair Work Act (the Act) means the Fair Work Act 2009 (Commonwealth) as amended from time to time.

Five-year Trained Teacher means a teacher who has completed five years of full-time tertiary study made up of three or four years of full-time study at an Australian university and in addition has completed a postgraduate degree at an Australian university requiring at least one or two years of full-time study in education or early childhood education (or the equivalent) as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.

Four-year Trained Teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university (or the equivalent as determined by the National Office of Overseas Skills Recognition) or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.

General Staff Employee means an employee of a school who is employed to work in one or more of the following career streams:

(a) ‘Resources’ is a career stream of the General Staff Classification structure. The Resources career stream covers those employees who are working within the resource facilities of a school and may include (but are not limited to) the following: librarians, book-room staff, laboratory staff, theatre technical staff, computer centre or information technology staff and audio-visual staff.

(b) ‘Administration and Finance’ is a career stream of the General Staff Classification structure. The Administration and Finance Career stream covers those employees who 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.

(c) ‘Curriculum’ is a career stream of the General Staff Classification structure. The Curriculum Career stream covers those employees who 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 (but are not limited to) the following: special education assistants, adaptive education assistants, Indigenous education assistants, music instructors (non-teaching), classroom assistants.

(d) ‘Boarding House Supervision’ is a career stream of the General Staff Classification structure. Employees who fit within this stream will be boarding house supervisors only.

(e) ‘Extension’ is a career stream of the General Staff Classification structure. The Extension Career stream covers those employees who are working within a school offering professional or para-professional services may include (but are not limited to) the following: social workers, counsellors (non-teachers), speech pathologists, psychologists, nurses and other professionals.

(f) ‘Services’ is a career stream of the General Staff Classification structure. The Services career stream covers those employees who 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) the following: ground staff, labourers, maintenance staff, canteen staff, cleaners, caretakers, handy-persons, bus drivers, sales assistants, pool attendants, kitchen hands, laundry workers and cooks.

(g) ‘Child care’ is a career stream of the General Staff Classification structure. The Child care career stream covers those employees who are working within a school and covers all those functions concerned with child care. This career stream may include workers and supervisors.

IEUA-QNT means the Independent Education Union Australia, Queensland and Northern Territory Branch.

Graduate Teacher (GT) means a person who has obtained registration as a teacher under the Teachers Registration (Northern Territory) Act or under the corresponding legislation in another State or Territory of Australia and has less than three years equivalent full-time satisfactory service.

Highly Accomplished Teacher (HAT) means a teacher who is recognised as highly effective and a skilled classroom practitioner who routinely works independently and collaboratively to improve his/her own practice and the practice of colleagues.

Immediate Family of an employee means:

(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

From Section 12 of the Fair Work Act
Indigenous Employee means a person who:

(a) is of Australian Aboriginal or Torres Strait Islander descent; and

(b) identifies as an Australian Aboriginal or Torres Strait Islander person; and

(c) is accepted as such by the community in which she/he lives (or has lived).

Lead Teacher (LEAD) means a teacher who is recognised by colleagues, parents, caregivers and the community as an exemplary teacher who has demonstrated consistent and innovative teaching practice over time. Inside and outside the school, lead teachers initiate and lead activities that improve educational opportunities for students.

Leadership Position means a Position of Additional Responsibility.

LSA means the Lutheran Schools Association of SA, NT & WA Inc.

National Standards for Teachers February 2011 is a document published by the Australian Institute for Teaching and School Leadership Ltd in which seven standards are further divided into a number of focus areas that have been established for each of four career stages viz.

(a) Graduate

(b) Proficient

(c) Highly Accomplished

(d) Lead

The National Standards can be found at:

NES means the National Employment Standards in Part 2-2 of the Fair Work Act, as amended from time to time.

Non-Contact Time means that part of timetable time which a teacher is not required to teach or otherwise interact with students.

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

Positions of Additional Responsibility (PAR) means leadership positions established by the school to carry out specific duties or responsibilities as determined by the school pursuant to Schedule 14.

Principal means a person appointed by the school to administer the school (other than a pre-school) or a teacher acting in that capacity during the Principal’s absence.

Proficient Teacher (PT) means a teacher who meets the requirements for full registration through demonstrating achievement of the seven standards at the Proficient Teacher level as set down in the National Professional Standards for Teachers.

School means one of the schools covered by this Agreement and is defined as the employer.
**Schools** means the schools covered by this Agreement (see clause 4).

**School Days** means the days on which employees are normally expected to be at school and the public holidays which occur other than in school vacation periods.

**School Year** means the period of 12 months commencing from the day the employees are required to attend the schools for the new educational year (or the calendar year) as determined by the school, and includes term weeks and non-term weeks.

**Teacher** means a person employed by a school as a teacher and who performs duties which include delivering an educational program, assessing student participation in an educational program, administering an educational program and performing other duties incidental to the delivery of the educational program.

**Term Weeks** means the weeks in the school year that students are required to attend school as set out in the school calendar of each school.

**Timetabled Time** means the time frame between start bell in the morning and finish bell in the afternoon for the required student attendance in the school day and where students are required to taught or supervised, less recess and lunch breaks.

Timetabled time is equal to the sum of Contact Time and Non-Contact Time.

### 3. Duration

3.1 This Agreement will operate from the date seven days after the date on which Fair Work Australia approves the Agreement.

3.2 Where this Agreement specifies an earlier operative date in relation to a particular provision, then that provision shall operate from that date for all staff employed at the earlier date.

3.3 The nominal expiry date of this Agreement will be 31 December 2013.

### 4. Coverage

4.1 This Agreement covers:

(a) the following Lutheran Schools in the Northern Territory:

- Good Shepherd Lutheran College NT Incorporated, - Howard Springs
- Living Waters Lutheran School Incorporated, - Alice Springs
- St Andrew Lutheran School Darwin Incorporated, - Leanyer
- Yirara College of the Finke River Mission Inc. - Alice Springs
(b) all employees of the schools who fall within the coverage of the Educational Services (Teachers) Award 2010 or the Educational Services (Schools) General Staff Award 2010, but excluding:

- Principals;
- Business Managers;
- Ministers of Religion who are engaged as such;
- Deputy Principals;
- Heads of Sub-schools;
- Directors of Staff (however called).

4.2 It is intended that the IEUA(QNT) will give notice to Fair Work Australia under Section 183 of the Fair Work Act that it wants this Agreement to cover it.
Part II - Communication, Consultation, Dispute Resolution and Flexibility

5. Complaints Procedures

5.1 The schools and employees agree that complaints about employees need to be handled with sensitivity, care and compassion.

5.2 The agreed procedure for dealing with complaints is attached in Schedule 7 and will be used in all schools.

6. Dispute Resolution Process

Any dispute relating to a matter arising under the Agreement or the NES will be dealt with in accordance with Schedule 8.

7. Consultation

7.1 The schools and employees recognise the need for, and merit of, consultation about major workplace changes that are likely to have a significant effect on employees.

7.2 Consultation will be undertaken in accordance with Schedule 9.

7.3 Subject to clause 7.2, consultative groups and committees that have been established at a school will continue in operation, subject to any changes negotiated and agreed between a school and the majority of the employees in that school (as determined by a simple majority vote in a secret ballot of the employees).
Part III - School and Employee Duties, Employment Relationship and Related Matters

8. Flexibility

8.1 A school and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

(a) the individual flexibility arrangement deals with one or more of the following matters:

(1) arrangements about when work is performed;

(2) overtime rates;

(3) penalty rates;

(4) allowances;

(5) leave loading.

(b) the arrangement meets the genuine needs of the school and the employee in relation to one or more of the matters mentioned in clause 8.1(a) above; and

(c) the arrangement is genuinely agreed to by the school and the employee.

8.2 The school shall ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under Section 172 of the Fair Work Act; and

(b) are not unlawful terms under Section 194 of the Fair Work Act; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 The school shall ensure that the individual flexibility arrangement:

(a) is in writing; and

(1) includes the name of the school and the employee; and

(2) is signed by the school and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(b) includes details of:

(1) the terms of this Agreement that will be varied by the arrangement; and

(2) how the arrangement will vary the effect of the terms; and

(3) how the employee will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangement; and

(4) states the day on which the arrangement commences.
8.4 The school shall give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The school or the employee may terminate the individual flexibility arrangement:

(a) by giving 28 days written notice to the other party to the arrangement; or

(b) at any time, if the school and the employee agree in writing.

9. National Employment Standards

9.1 The NES comprise Part 2 – 2 of the Act (Sections 59 – 131) and contain 10 minimum standards relating to:

(a) Maximum weekly hours of work;

(b) Requests for flexible working arrangements;

(c) Parental leave and related entitlements;

(d) Annual leave;

(e) Personal/Carer's leave and compassionate leave;

(f) Community service leave;

(g) Long service leave;

(h) Public holidays;

(i) Notice of termination and redundancy pay;

(j) Fair Work information statement.

9.2 The provisions of the NES apply to all employees. It is not intended that this Agreement operate in any way that is less favourable than the NES. If any provision of this Agreement could be interpreted as providing a less favourable outcome to an employee than the NES, the NES will prevail to the extent of the inconsistency. Where this Agreement provides employees with superior entitlements to those which are provided by the NES, this Agreement will apply.

10. Access to this Agreement and the NES

Each school will ensure that copies of this Agreement and the NES are available to all employees whether on a noticeboard which is conveniently located at the workplace, or through electronic means, whichever makes them more accessible.
11. **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 them.

12. **Charter for Teachers in Lutheran Schools**

The Charter for Teachers in Lutheran Schools has been developed by the Lutheran Schools Association. The Charter is in Schedule 10.

13. **Health and Safety Nominated Person**

13.1 The parties acknowledge that a systematic approach to work, health and safety (WHS) issues is critical to the maintenance of healthy workplaces. The parties will cooperate in adopting and implementing the LSA’s Safety Policy and in the continual improvement of health and safety performance at each school.

13.2 The parties acknowledge that a cooperative approach is required to ensure compliance with the new nationally harmonised Work Health and Safety (WHS) legislation.

This will be achieved by providing all staff with:

- job descriptions for their safety related responsibilities;
- appropriate training as relates to their position and WHS responsibilities;
- time and resources to assist in compliance, as relates to their position and WHS responsibilities.

13.3 Employees at each worksite have a right to elect a Health and Safety Representative to represent all staff on workplace health and safety matters.

13.4 The elected Health and Safety Representatives at each worksite will be allocated time to enable them to effectively carry out their duties and responsibilities as prescribed by the WHS Act.

13.5 Members of Health and Safety Committees at each worksite will receive training to assist them in understanding their role and responsibilities.
14. **Contract of Hiring – Teachers**

14.1 Teachers will be employed as either continuing full-time, continuing part-time, fixed term full-time, fixed term part-time or casual teachers, subject to the provisions in clause 15 (Types of Employment - Teachers).

14.2 All appointments will be in accordance with the salary scale in Schedule 1 having regard to the qualifications, experience, duties and responsibilities of the teacher concerned.

14.3 The conditions of employment outlined in clause 15 cannot be altered except by mutual agreement between the school and the teacher, or in accordance with clause 40 - Redundancy.

14.4 Where the school and a teacher agree to a temporary increase in the teacher's hours of work, the extra proportion of teaching time will be a separate contract of employment for casual work, subject to the conditions of clause 15.6 (Casual Employment) except that the minimum of half day as prescribed in clause 15.6(c) may be disregarded. The teacher's remuneration for the extra work will be paid at the casual rate of the teacher's incremental step in the salary scale.

14.5 A teacher shall comply with the Principal's reasonable directive to carry out the classroom teaching duties that are within the limits of the teacher's skills, competence and training.

14.6 On engagement by the school a teacher:

(a) Shall supply documentary evidence of the teacher's experience and qualifications, or other evidence satisfactory to the school as to the teacher's suitability to perform the duties the teacher would be required to undertake; and

(b) May be required to supply a certificate from an approved legally qualified medical practitioner that the teacher is of sound health and free from any physical or mental impairment likely to impact the teacher's ability to perform the duties required. The school shall pay for the cost of obtaining the certificate. The teacher shall approve the gender of the medical practitioner.

15. **Types of Employment – Teachers**

15.1 Categories of Employment:

Employees employed as teachers will be employed in one of the following categories

(a) Continuing full-time or continuing part-time employment;

(b) Fixed term full-time or fixed term part-time employment;

(c) Casual employment.

15.2 Terms of Engagement

On appointment, the school will provide the employee (other than a casual employee) with a letter of appointment stating:

(a) the classification; and
(b) category of employment; and

(c) rate of salary applicable on commencement; and

(d) the teacher’s contact time will not exceed the load prescribed by clause 16 (Teacher Workload and Hours of Work); and

(e) job description; and

(f) details of any extra-curricula commitment; and

(g) in the case of a part-time teacher, the letter of appointment will include:

(1) the part-time teacher’s teaching load expressed as a percentage of timetabled time of a full-time teacher in the school as per clause 15.4(c);

(2) that the part-time teacher duties (other than teaching) will be in the proportion as their teaching load bears to that of a full-time teacher.

(h) Where the school engages a teacher on a fixed term basis, the letter of appointment will inform the employee of the reason the employment is fixed term, the date of commencement and the date of (or event) that determines the cessation of employment.

15.3 Full-time Employment

A full-time teacher is an employee engaged to work a full teaching load as prescribed in clause 16 (Teacher Workload and Hours of Work).

15.4 Part-time Employment

(a) A part-time teacher is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time teacher in the school.

(b) If the hours of a part-time employee rise above 90%, the employee will be considered to be full-time and will be remunerated as such.

(c) A part-time teacher’s teaching load will be expressed as a percentage (to two significant figures - normal rounding rules will apply) calculated by dividing the number of ‘timetabled time’ (hours) prescribed for the part-time teacher from time to time by the usual number of ‘timetabled time’ (hours) prescribed for a full-time teacher in the school.

(d) A part-time employee is entitled to the benefits of all the terms and conditions under this agreement on a pro-rata basis. The pro-rata basis will be the percentage calculated in clause 15.4(c) above.

(e) Notwithstanding clause 15.4(a), a part-time teacher may request, in writing, to work above 90% of hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.

(f) A school cannot vary a part-time employee’s teaching load, or days of attendance, unless:
(1) the employee consents; or

(2) where such a variation is required as a result of a change in
   (A) funding; or
   (B) enrolment; or
   (C) timetabling which results in an alteration of the teacher’s days of attendance; or
   (D) curriculum.

(g) Where the school varies a part-time teacher’s teaching load (or days of attendance) as provided by clause 15.4(f)(2), the school shall provide seven weeks’ notice in writing. Alternatively, where the change would result in a reduction in salary, the salary of the part-time teacher will be maintained for a period of seven weeks, and in that case the provision of clause 40.7 (partial redundancy) will also apply.

(h) Part-time teachers may be required to attend nominated school activities (or compulsory professional development) on a school day (or part day) when they do not normally work.
   (1) Part-time teachers may refuse to work such additional hours if they are unreasonable.
   (2) For such work, the part-time teacher will be paid at the casual rate of his/her appropriate incremental step (or be granted time off in lieu), at a mutually agreed time as the teacher elects.
   (3) Where the part-time teacher elects to be paid, the minimum half day payment will be disregarded and the additional hours will not count as service for determining leave entitlements.
   (4) Part-time teachers are expected to attend staff meetings and parent-teacher interviews, but will not be entitled to further remuneration.
   (5) Payment under this clause 15.4(h) will not apply if the total number of days the part-time teacher is required to work in a week does not exceed the number normally worked in a week by the part-time teacher.
   (6) If this clause 15.4(f) is invoked by the school, at least four weeks notice shall be provided to the employee.

15.5 Fixed Term Teachers
   (a) Fixed term employment is where a teacher is engaged with a specific start date and a specific end date that is a fixed period of time to accommodate an identifiable short term need. The end date may be varied due to circumstances as set out in Sub-clause 15.5(e) below.
   (b) A teacher will not be engaged on a fixed term contract of less than one full school term. Fixed term engagements for less than a full school term will be on a casual basis.
(c) A teacher hired for a full term or more shall be paid at his/her appropriate incremental step with pro-rata entitlements to sick leave, annual leave and annual leave loading.

(d) A school may employ a teacher for a fixed term contract in the following situations and subject to the following conditions:

(1) Replacement for another teacher on approved leave.

A school may employ a replacement teacher, meaning a teacher who is hired for a period mutually agreed between the school and the teacher to replace another teacher who is on approved leave of any kind.

However, the replacement teacher does not have to fill the position vacated by the teacher on leave.

Before a school employs a teacher to replace another teacher on approved leave, the school shall inform that person of the fixed term nature of the employment and of the rights of the teacher who is being replaced.

The fixed term will be for the period of leave and the fixed term may continue if the period of teacher on approved leave is in excess of two years.

(2) Temporary increases in enrolments.

A school may employ additional staff where a school reasonably believes that a significant temporary increase in enrolments is due to exceptional circumstances and will not be sustained, it may employ a teacher for a fixed term to a maximum of two years.

(3) Special projects and new curriculum trials.

Where a school employs an additional teacher to undertake a special teaching project or to trial a substantially new area of curriculum, the teacher shall be engaged for a fixed term to a maximum of two years.

(4) Filling of unforeseen vacancy.

Where the school wishes to fill an unforeseen vacancy, pending filling of the vacancy on a continuing basis, it may employ a teacher for a fixed term to a maximum of one year.

For the purposes of this clause 15.5(e)(4), an ‘unforeseen vacancy’ is one arising from a teacher giving less than the period of notice under the terms of clause 36 (Termination of Employment of Teachers) or if a teacher resigns with the intention of ceasing employment before the end of the year.

The school is expected to undertake all reasonable measures to fill the unforeseen vacancy as soon as possible.

(5) Vacancy of limited tenure arising from external funding arrangements.

A school may appoint a fixed term employee for the purpose of filling positions that arise from external funding for specific purposes and for
limited periods of time. The maximum period is provided for by the funding arrangement.

(e) General conditions for fixed term teachers.

(1) On appointment, the school will provide the teacher with a letter of appointment stating 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.

(2) Either party may terminate the contract of hiring by providing six weeks' notice in writing.

(3) If the required notice of termination is not given, the school shall pay or the teacher shall 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.

(4) A fixed term teacher other than a teacher engaged to:

(A) replace another teacher on approved leave pursuant to clause 15.5(e)(1) or

(B) fill a vacancy of limited tenure arising from external funding arrangements pursuant to clause 15.5 (d) (5)

(C) employed under this clause 15.5 for a subsequent contract will be deemed to be a continuing teacher (ie no longer on a fixed term contract).

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

Primary schools with:

- Less than 200 students up to 2.0 FTEs
- More than 200 students up to 4.0 FTEs

Secondary schools:

- FTE for each 10 FTEs of teaching staff up to a maximum of 5.0 FTEs.

15.6 Casual Employment

(a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.

(b) A casual engagement may be extended by agreement between the teacher and the school provided the total period of the engagement does not exceed one school term.

(c) A casual employee will be paid for a minimum of half a day, where a half day is half the usual required timetabled time.
(d) The contract may be terminated by either party with one day’s notice.

If the required notice is not given, the school shall pay (or the teacher shall forfeit) the salary which would have been payable for the notice period.

The rates of pay for a casual teacher are contained in Schedule 1 and will be in accord with the following:

(1) Teachers engaged on a casual basis for a period of less than five consecutive school days will be remunerated at the daily rate set out in Schedule 1 (Relief Teacher full day rate or half day rate).

\[
\text{Daily Rate} = \frac{\text{GT2 Annual Salary}}{313} \times \frac{6}{5} \times \frac{125}{100}
\]

(2) Teachers engaged on a casual basis for less than one school day will be paid either for a full day or a half day (refer to clause 15.6(c) above).

Teachers engaged on a casual basis for five or more consecutive school days will be remunerated on a daily basis at their substantive incremental step in accordance with qualifications and years of teaching experience.

16. Teacher Workload and Hours of Work

16.1 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:

(a) A working group of school representatives and teacher representatives shall be formed. Teacher representatives shall be elected by and from the teaching staff.

(b) The documented workload agreement is to be developed by consultation conducted by the working group. All teachers at the school are entitled to vote on the proposed workload agreement. To meet the requirements of this clause, a simple majority of more than 50 percent of those teachers who cast a vote is required.

(c) Teaching staff shall have a minimum of seven clear working days to review the proposed workload agreement before voting.

(d) The vote will be by secret ballot.

(e) The documented agreement is to be signed by the Principal and an elected staff representative.

(f) The signed agreement is to be circulated to teachers. The IEUA-QNT shall be advised of the Agreements upon request.

(g) If agreement about changes to the workload under this clause cannot be reached, the status quo prior to commencement of negotiations will remain.

(h) Any concerns about the implementation of the workload agreement shall be addressed through the consultative process in that school.
(i) The agreement may be reviewed annually. The timing of any review will be determined by the consultative process as scheduled in that school. Either the school (or the employee representatives in the consultative process) may initiate the annual review of the workload agreement.

(j) If employees are of the opinion that appropriate joint decision making on the matter of workload has not taken place, then the dispute resolution process will be used.

16.2 The following clauses (16.3 to 16.9) supplement the NES in respect of maximum weekly hours.

16.3 Due to the operational requirements of a school, the ordinary hours of work for a teacher may be averaged over a 12 month period provided that the hours in excess of 38 hours (for a full-time employee) in a particular week are reasonable for the purposes of subsection 62(1) of the NES and the employee may refuse to work additional hours if they are unreasonable as provided at Sub-section 62(2).

In determining whether additional hours are reasonable Sub-section 62(3) of the NES applies and the following shall be taken into account:

(a) Any risk to employee health and safety from working the additional hours;

(b) The employee’s personal circumstances, including family responsibilities;

(c) The needs of the workplace or enterprise in which the employee is employed;

(d) Whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(e) Any notice given by the school of any request or requirement to work the additional hours;

(f) Any notice given by the employee of his/her intention to refuse to work the additional hours;

(g) The usual patterns of work in the industry, or the part of an industry, in which the employee works;

(h) The nature of the employee’s role, and the employee’s level of responsibility;

(i) Whether the additional hours are in accordance with averaging terms included in this Agreement under Section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the school and employee under Section 64;

(j) Any other relevant matter.

16.4 The ordinary hours of work for a teacher during term weeks are variable. In return, a teacher is not generally required to attend during non-term periods when the students are not present, subject to the needs of the school with regard to professional development, student-free days and other activities requiring the teacher’s attendance.
16.5 The maximum number of days that a teacher will be required to attend during term weeks (and non-term weeks) will be 205 (including gazetted public holidays) during the scheduled term weeks in each school year. It is noted, and accepted, that consistent with the cycle of the calendar and the school year that teacher attendance will approximately every six or seven years, be up to a maximum of 210 days in that year.

16.6 The following circumstances are not included when calculating the 205 teacher attendance days:

(a) co-curricular activities that are conducted on a weekend;
(b) school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
(c) when the teacher appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
(d) when the teacher has boarding house responsibilities and the employee is performing those duties during term weeks and non-term weeks; and
(e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in a school community, in which an employee may be recalled to perform duties relating to their position.

16.7 Teachers will be provided six months written notice of the dates they are required to attend school when they are required to attend school either for term weeks or non-term time.

16.8 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a teacher’s entitlements for the school year (or a proportion of the school year). A teacher’s absence from a school during the non-term weeks at the end of the year is deemed for the purposes of the NES only, to include their entitlement to annual leave.

16.9 The schools and employees recognise that teacher workload is a matter that needs to continue to be addressed at the individual school to meet its educational, institutional and community needs.

16.10 The composition, including size, 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, emotional, pastoral, and spiritual needs of the students and teachers and the level of additional support that will be made available to teachers.

16.11 Consultation with the relevant teachers and the development of specific learning support plans will form part of the process to cater for students with special needs. The school will consider carefully the requirements for resources to meet students’ needs.

16.12 The schools and employees recognise the following components of a teacher’s work:

(a) Core Activity refers to those activities that have formed, and will continue to form, an essential part of each teacher’s responsibility and workload and consists of two parts:

(1) Curricular Activity, which means timetabled, face to face contact time with students for the purposes of pastoral care, instruction in academic disciplines or organisational matters, usually in a classroom but elsewhere on occasions;
(2) Co-curricular Activity, which means professional activity undertaken by a teacher as an essential adjunct to ‘curricular activity’ and includes such activities as staff meetings, including curriculum and pastoral care 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.

There shall be a co-curricular cap of 100 hours per semester which may be averaged across the semester.

(b) 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.

(c) Since extra-curricular activities are fundamental to the educational and cultural character of a school, teachers are expected to share in these activities to the extent of any balance left in the co-curricular workload cap of 100 hours per semester.

16.13 If a school wishes to offer extra-curricular activities in addition to the school workload agreement determined at clause 16.1, staffing of such activities will occur with the agreement of interested staff.

The workload of staff who do not volunteer to participate in extra-curricular activities will not be increased above the 100 hour co-curricular cap of the local workload agreement.

16.14 A school 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 and where compensation is necessary the school will negotiate a schedule of compensation.

16.15 A part-time teacher’s participation in co-curricular and extra-curricular activities within the co-curricular cap is on a pro-rata basis consistent with the proportion of engagement in relation to a full-time teacher.

16.16 Meal Break

(a) A teacher will be entitled to an unpaid meal break of 30 consecutive minutes duration per day and no later than five hours and fifteen minutes after commencing work;

(b) Where supervision or other duties have been rostered within the normal timetabled meal break, an alteration to the provision of the minimum unpaid meal break (30 minutes) may be achieved through consultation with teachers, provided that:

(1) all teachers receive a minimum continuous meal break of 15 minutes per day; and

(2) total period for all meal breaks (including morning recess) is no less than 150 minutes per teacher per week. This cannot be averaged over a longer period;

(3) where teachers in specialist roles are required to perform duties throughout the course of scheduled meal breaks, a meal break of at least 30 minutes shall be provided at an alternative time determined by agreement between the Principal and individual teachers.
16.17 Non-contact Time

(a) Primary Teachers

(1) The non-contact time shall be a minimum of two hours per week for primary teachers in schools where the enrolments are less than 200 students.

(2) The non-contact time shall be a minimum of 2.5 hours per week for primary teachers in schools where enrolments are greater than or equal to 200 students.

(3) The non-contact time for part-time teachers shall be in proportion to hours worked to the full-time equivalent.

(b) Secondary Teachers

(c) The non-contact time for secondary teachers shall be 20% (plus or minus 2%) of the total programmed student-time in class.

(d) Non-contact time may be averaged across the school year for an individual teacher provided that the teacher has a minimum of 15% of the total programmed student-time in any semester.

(e) Non-contact time will be used by the teachers for professional work.

16.18 Breaks between Periods of Duty

A teacher shall have a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next.

17. Relief Lessons

17.1 Secondary Schools

(a) 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 teachers who are absent with such students. This is a replacement lesson and will not be counted as a relief lesson.

(b) Secondary teachers may be expected to provide relief for absent teachers up to a maximum of 4.5 hours per term.

(c) 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.

(d) 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.
17.2 Primary Schools

(a) 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 pursuant to the provisions of clause 15.4(h)(2).

(b) When a specialist teacher is used to provide relief because there are no relief teachers available, and should the provision of such relief mean that the teacher is not able to complete scheduled work that was planned, the Principal shall, after discussion with the teacher and by mutual agreement, provide assistance for the teacher to catch up the scheduled work at a time that is mutually agreed, or the teacher may elect to be paid for a temporary increase in hours which will be paid pursuant to the provision of clause 15.4(h)(2).

18. Support for Graduate Teachers

18.1 Graduate Teacher Release Time

(a) Graduate teachers in their first year of service will be provided with one hour of additional non-contact time per fortnight.

(b) The additional non-contact time, unlike other non-contact time, is not discretionary, but will be used for professional interaction with senior staff, specialist staff, mentors or any other purpose by agreement with the Principal.

(c) The additional non-contact time may be accumulated to permit larger blocks of time to be available for specific projects by agreement with the Principal. The accumulation of release time may occur over no more than a term to accommodate different contexts and needs.

18.2 Graduate Teacher Development Program

(a) Over the first three years of teaching, graduate teachers are required to participate in a structured graduate professional learning program, including regular in-class and mentor support.

(b) Part-time graduate teachers have access to the program and may complete it over a longer timeframe.

(c) The National Professional Standards for Teachers and Teacher Registration Board requirements shall serve as a guide for the graduate professional learning.

19. Class Sizes

19.1 The optimum class size will be 28 students, subject to the provisions of clause 16.11.

19.2 Practical classes will have an appropriate number dependent on a risk assessment for the workspace and activity. The risk assessment shall be conducted by the Principal (or delegate) in conjunction with the teacher assigned to the class.
20. **Students with Special Educational Needs**

20.1 The schools have a commitment to the provision of education to students with special education needs. The meeting of special needs of students allocated to classes will be dealt with in accordance with clause 16.11 to the extent that funding is available.

20.2 The school shall provide, as soon as practical, all relevant information to the teachers assigned students with verified special needs before the consultation concerning the composition and size of the class takes place, pursuant to clause 16.11.

20.3 The school may provide appropriate ‘general staff class room support’ to the extent of funding available. General staff will be provided with relevant information about the special needs of the students.

20.4 Within the school’s resources, the school may provide the following classroom support:

   (a) appropriate training for employees relevant to the student’s special educational need or impairment. Training may include:

      (1) in-depth information about the student’s particular needs;
      (2) techniques and advice appropriate to supporting the student’s learning;
      (3) physical lifting and support techniques;
      (4) administration of medication.

   (b) The time allocation for learning support teachers, includes time for

      (1) planning with other staff to provide support activities
      (2) meetings to liaise with appropriate professional groups.

20.5 The school will ensure that clear procedures are prepared to guide employees in the administering of medication to special needs students. Such procedures will include documented processes for the control and authorisations to administer medication.

21. **Job Share**

21.1 Job share provisions can assist teachers in balancing work and family demands throughout various stages of their life and work cycle, and as such, job share can have advantages for employees and the school.

21.2 The school agrees to implement a job share provision in accordance with agreed guidelines. Employees may apply for job sharing. The school has the discretion to approve any job share arrangements.

21.3 The agreed guidelines are set out in Schedule 13 (Job Share).

22. **Professional Development - Teachers**

22.1 Teachers have a responsibility to maintain and improve their professional proficiency by participating in a variety of work-related developmental activities.
22.2 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.

22.3 The schools and teachers 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.

22.4 Through consultation, policy and procedures for a structured professional development process will be developed at each school, based on the principles outlined in Schedule 3 - Teacher Professional Development.

22.5 Through discussion and negotiation with colleagues, and the person(s) designated by the school as ‘the supervisor(s)’, each teacher will 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.

22.6 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 dealt with in accordance with the dispute resolution process.

22.7 Teachers shall maintain portfolios which contain documentation of their professional development that addresses their professional development plans.

22.8 Major aims of the professional development plans for teachers are:

(a) Lutheran accreditation for teachers;

(b) The Teacher Registration Board of the Northern Territory Standards of Professional Practice;

   In particular:
   • Graduate Teacher
   • Competent Teacher or Proficient Teacher
   • Accomplished Teachers or Highly Accomplished Teacher

(c) National Professional Standards for Teachers;

   In particular, standard in relation to:
   • Graduate Teacher
   • Proficient Teacher
   • Highly Accomplished Teacher
   • Lead Teacher

22.9 Professional development, including that held during student-free days and staff meetings, conducted by the school for teaching staff will, wherever relevant and possible, articulate Teacher Registration Board Professional Standards.
22.10 Teachers who attend these planned professional development activities will have access, upon request, to a central record of attendance.

23. **Professional Development and Training - General Staff**

23.1 On application to the Principal, general staff employees may access up to five days per year of professional development (or training) related to the employee's work.

23.2 The cost of any training approved by the school is to be met by the school.

23.3 If the training occurs at a non-scheduled work time, then the employee will have the choice of being paid at the employee’s normal hourly rate of pay (or provided with time off in lieu) at a time convenient, after consultation between the employee and the school. Consideration shall be given to the school calendar. Time off need not be granted on special school calendar days where attendance at the school of the employee is critical.

23.4 Principals are to encourage participation in and actively offer professional development to general staff.

24. **Contract of Hiring – General Staff**

24.1 All general staff will be employed as continuing full-time, continuing part-time, fixed term full-time, fixed term part-time or casual general staff, subject to the provisions in clause 25 (Types of Employment – General Staff).

24.2 On engagement the school may require general staff to supply:

   (a) documentary evidence of the employee's experience and qualifications (or other evidence satisfactory to the school) as to the employee's suitability to perform the duties the employee would be required to undertake; and

   (b) a certificate from an approved, legally qualified medical practitioner that the employee is of sound health and free from any physical or mental impairment likely to impact the employee's ability to perform the duties required. The school shall pay for the cost of obtaining the certificate. The employee shall approve the gender of the medical practitioner.

25. **Types of Employment – General Staff**

25.1 Employees employed as general staff under this Agreement will be employed in one of the following categories:

   (a) Continuing full-time or continuing part-time employment;

   (b) Fixed term full-time of fixed term part-time employment;

   (c) Casual employment.

25.2 Terms of Engagement

   At the time of engagement the school will provide the employee with a letter of appointment stating:
(a) The category of employment (ie as set out in clause 25.1); 
(b) The classification in accordance with Schedule 5; 
(c) The salary applicable on commencement; 
(d) The normal hours of work; 
(e) The number of ordinary hours per week and weeks per year; and 
(f) The job description (in accord with the provisions of Schedule 5) setting out the work the employee is expected to perform.

25.3 Full-time Employment 

A full-time employee is an employee engaged to work 38 hours per week (or an average of 38 hours per week) pursuant to clause 26 (Hours of Work of General Staff) for 52 weeks per year, less the period of six weeks annual leave.

25.4 Part-time Employment 

(a) A part-time employee is an employee who is engaged to work: 
    i. less than 38 ordinary hours per week (or an average of less than 38 hours per week) averaged over the school year pursuant to clause 26.1 Ordinary Hours of Work – General Staff; or 
    ii. for less than 52 weeks per year (less six weeks annual leave) and who has reasonably predictable hours of work. 

(b) A part-time employee will be paid an hourly rate of 1/38th of the weekly rate for the employee’s classification. 

(c) A part-time employee’s entitlements under this Agreement will be calculated on a pro-rata basis. 

(d) At the time of engagement, the school and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the school year the employee will work and starting and finishing times each day. 

(e) The terms of the Agreement in clause 25.4(d) may be varied by agreement between the school and an employee. Any such variation will be recorded in writing. 

25.5 Fixed Term Employment 

(a) Fixed term employment is where an employee is engaged with a specific start date and a specific end date. The end date may be varied due to circumstances as set out below. 

(b) For a fixed term engagement for less than a full term, the engagement will be on a casual basis (refer clause 25.6).
A school may employ an employee for a fixed term contract in the following situations and subject to the following conditions:

i. Replacement for another employee on approved leave:

A school may employ a replacement employee (meaning one who is hired for a period mutually agreed between the school and the employee) to replace another employee who is on approved leave of any kind.

However, the replacement employee does not have to fill the position vacated by the employee on leave.

Before a school employs an employee to replace another employee on approved leave, the school shall inform that person of the fixed term nature of the employment, and of the rights of the employee who is being replaced.

A school is not obligated to engage a replacement employee, if within the school there already exists an employee who can fulfil the position by increasing the existing employee’s hours of work (or by being reclassified).

ii. Temporary increase in enrolments:

Where a school reasonably believes that a significant temporary increase in enrolments is due to exceptional circumstances and will not be sustained, it may employ an employee for a fixed term to a maximum of two years.

iii. Special projects and new curriculum trials:

Where a school wishes to employ additional staff to undertake a special project (or to trial a substantially new area of curriculum), the School may employ an employee for a fixed term to a maximum of two years.

iv. Filling of unforeseen vacancy:

Where a school wishes to fill an unforeseen vacancy, pending filling of the vacancy on a continuing basis, it may employ an employee for a fixed term to a maximum of one year.

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 clause 37 (Termination of Employment of General Staff).

The school is expected to undertake all reasonable measures to fill the unforeseen vacancy as soon as possible.

v. Positions of limited tenure arising from external funding arrangements:

For the purpose of filling positions that arise from external funding for specific purposes and for limited periods of time, a school may employ an employee for a fixed term to a maximum period as provided for by the funding arrangement.
(d) General conditions for fixed term employees:

i. On appointment, the school will provide the employee with a letter of appointment, stating the nature and duration of the contract and the reason that the employee is so employed with regard to the terms of such employment as set out in this Agreement.

ii. Either party may terminate the contract of hiring by providing two weeks’ notice in writing.

iii. If the required notice of termination is not given, the school shall pay (or the employee shall 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.

iv. An employee other than an employee engaged to:

(1) replace another employee on approved leave clause 25.5(c)(i);

(2) to fill a vacancy of limited tenure arising from external funding clause 25.5(c)(v)

(3) employees employed under this clause 25.5(d)(iv) for a subsequent contract will be deemed to be a continuing employee (ie no longer on a fixed term contract).

25.6 Casual Employment

(a) A casual employee is an employee engaged as such;

A casual employee is engaged and paid by the hour for a period mutually agreed between the employee and the school.

(b) The contract of engagement may be terminated by either party with one day’s notice. If the required notice is not given, the school shall pay (or the employee shall forfeit) the salary which would have been payable for the notice period.

(c) A casual employee will be paid an hourly rate of 1/38th of the weekly rate for the employee’s classification, plus 25%.

(d) A casual employee will be engaged and paid for a minimum of two hours for each engagement.

(e) A casual employee shall be paid at the termination of each engagement (or fortnightly or monthly) in accordance with usual payment methods for full-time employees.
26. **Hours of Work of General Staff**

### 26.1 Ordinary Hours of Work

This clause 26.1 will apply to all general staff, except for boarding house supervisors and employees assisting student learning who are employed in outdoor education:

(a) An employee’s ordinary hours of work will be a maximum of 38 per week. By agreement in writing between the employee and the school, such hours may be averaged over a designated number of weeks up to a maximum of four weeks.

(b) Except where an averaging arrangement has been agreed, the maximum number of ordinary hours per day will be eight hours. Where an averaging arrangement has been agreed the maximum number of ordinary hours per day will be ten hours.

(c) The ordinary hours of work for general staff, other than those identified in clause 26.1(d) will be worked continuously between 7am and 6pm Monday to Friday.

(d) The ordinary hours of work for gardening, grounds, domestic (boarding house employees) and security employees will be worked continuously on five consecutive days of the week between 6am and 6pm Monday to Sunday.

(e) The starting and finishing times of an employee’s ordinary hours will be established at the point of engagement. Such starting and finishing times may be varied by mutual agreement or by the school giving a minimum of two weeks’ notice of such variation.

### 26.2 Ordinary hours of work - Employees Assisting Student Learning Who Are Appointed to an Outdoor Education Facility.

This clause 26.2 will apply to employees assisting student learning who are employed in outdoor education who are not teachers.

(a) The ordinary hours of work for employees assisting student learning who are appointed to an outdoor education facility may be worked in accordance with clause 26.1, or, by agreement in writing, in accordance with this clause 26.2.

(b) An employee’s ordinary hours of work may be averaged over a period of up to 12 months. In such circumstances the total quantum of ordinary hours worked in the year will not exceed the total quantum of ordinary hours which would have been applicable had the hours not been averaged.

(c) Where an employee’s hours of work are averaged over a period of 12 months, that employee will be paid the applicable annual rate for all weeks of the year, excluding periods of unpaid leave.

(d) Subject to clause 26.2(b), where an employee’s ordinary hours of work are averaged over a period of 12 months, clause 29 (Overtime – General Staff) will not apply.
26.3 Breaks between Periods of Duty

(a) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

(b) Subject to clause 26.3(c), where the school requires an employee to continue or resume work without having a 10-hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

(c) The entitlement in clause 26.3(b) do not apply to:

i. a boarding house supervisor where the periods of duty are concurrent with a sleepover;

ii. an employee who is provided with accommodation on the school's premises or in the vicinity of the school's premises; or

iii. an employee who is attending a school camp or excursion.

26.4 Meal Break

General staff will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

26.5 Rest Break

(a) Subject to clause 25.5(b), an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The school and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks. A rest break will be taken at a time which is suitable to the school.

(b) An employee who is employed to assist student learning is entitled to one rest break of 20 minutes, which will be counted as time worked.

27. Shiftwork – General Staff

27.1 Ordinary Hours for Shiftwork

The ordinary hours for shiftwork will:

(a) be worked continuously each shift (except for broken shifts and meal breaks);

(b) not exceed 10 hours, inclusive of a meal break in any single shift; and

(c) be rostered in accordance with clause 27.4

27.2 Definitions

The following shift definitions apply:
27.3 Broken Shifts

(a) An employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.

(b) An employee (other than a casual) required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.

(c) The maximum spread between the start of the first period of duty and cessation of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12-hour spread will be paid as overtime.

(d) The provisions of clause 27.3(c) Broken Shifts do not apply to a boarding house supervisor who is provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for his/her exclusive use for 52 weeks of the year, at no cost to the employee.

27.4 Rostering

(a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the school and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.

(b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 28 (Penalty Rates – General Staff).

(c) A roster may be altered by mutual consent at any time (or by amendment of the roster by the school) on seven days’ notice.

(d) Notwithstanding clause 27.4(c), a roster may be altered at any time to enable the functions of the school to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the school and the employee, an employee shall be given 48 hours’ notice of a change to a rostered shift. If 48 hours’ notice is not provided, the employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.

(e) Where such alteration requires an employee to work on a day which would otherwise have been the employee’s day off, the day off instead will be arranged by mutual consent.
28. Penalty Rates – General Staff

28.1 Shiftwork

(a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.

(b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

28.2 Saturday and Sunday Work

(a) An employee other than an employee covered by clause 28.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

i. for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and

ii. for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

(b) Except that a services employee, or a boarding house supervisor who is not working averaged hours in accordance with the provisions of clause 26.1 rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

28.3 The penalty rates within this clause 28 and in clause 29 (Overtime – General Staff) are not cumulative. Where an employee is entitled to more than one penalty (or overtime) rate, the employee will be entitled to the highest single penalty rate.

29. Overtime – General Staff

29.1 Overtime Rates

(a) An employee will be paid overtime for all authorised work performed outside of (or in excess of) the ordinary or rostered hours as follows:

<table>
<thead>
<tr>
<th>Time worked</th>
<th>Overtime rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday–Friday</td>
<td>150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that</td>
</tr>
<tr>
<td>Saturday</td>
<td>150% of the ordinary hourly rate of pay for the first 4 hours and 200% of the ordinary hourly rate of pay after that</td>
</tr>
<tr>
<td>Sunday</td>
<td>200% of the ordinary hourly rate of pay</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>250% of the ordinary hourly rate of pay</td>
</tr>
</tbody>
</table>

(b) Except that an extension employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.

(c) Overtime will be calculated daily.
29.2 Time off instead of Overtime Payment

(a) An employee and a school may agree that the employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of (or in excess of) the ordinary or rostered hours.

(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate (that is, an hour for each hour worked).

(c) Where an employee and a School have agreed to time off instead of overtime payment under clause 27.2(a) and such time has not been taken:
   i. within four weeks of accrual; or
   ii. during the non-term weeks agreed in writing between an employee and a school;

   the school shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked.

29.3 Make-up Time

An employee may elect, with the consent of the school, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

30. Induction of Employees

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

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

30.3 The selection of mentors is the responsibility of the Principal of a school.

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

30.5 The HAT will be expected to provide mentoring of other staff.

31. Performance Management

31.1 An individual school may determine to implement a Performance Management structure and operational processes.

31.2 ‘Performance Management’ exemplars are available from LSA.

31.3 Where a school determines to implement performance management it shall be developed and implemented using the consultative processes detailed in Schedule 9 - Consultation.
32. **Opportunities for Part-Time Employment**

32.1 The schools and employees recognise and support the opportunity for employees to achieve a suitable balance between work and other responsibilities.

   (a) 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 of a school.

   (b) Following a written request for part-time work, the Principal will consult with the employee. If a request cannot be accommodated, the employee is entitled to be provided with reasons in writing.

33. **Employee Assistance Program**

   Each school will provide access for all employees to an Employee Assistance Program.

34. **Immunisation from Infectious Diseases**

34.1 Immunisation from the infectious diseases listed below is to be made available to all employees on application to the Principal of the school. The fees associated with the immunisation are to be borne by the school.

   - Hepatitis A
   - Hepatitis B
   - Influenza
   - Pneumococcal Disease
   - Tuberculosis

34.2 The schools recognise that immunisation against infectious diseases is an important measure in providing a safe and healthy workplace. However, not all immunisations are completely free of adverse effects and employees are encouraged to discuss each immunisation with their medical practitioners before making the decision to be immunised.

35. **Probation**

35.1 When an employee moves between schools covered by this Agreement, there will be no probationary period.

35.2 When a new employee accepts an appointment with a school the appointment is probationary. The probationary period will not exceed six months.

35.3 During the probationary period, the employee will receive induction and other professional assistance as is determined to be necessary by the school.

35.4 Should behaviour or performance problems arise during the probationary period, the employee will be advised accordingly and counselled.

35.5 At any time during the probationary period, if an employee’s behaviour or performance is unsatisfactory, the employment may be terminated by giving one week’s notice (or pay in lieu of notice).
36. Termination of Employment of Teachers

36.1 Notice of Termination by Teachers

(a) In order to terminate employment, a teacher shall give the school at least six term weeks’ notice in writing.

(b) This provision does not apply to fixed term or casual teachers as defined in clause 15.

(c) The school may, where reasonable cause exists, reduce (or waive) the required period of notice.

(d) Where a teacher does not give the appropriate notice, the School 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.

36.2 Notice of Termination by the School

(a) In order to terminate the employment of a teacher the school shall give the teacher by giving the teacher at least six term weeks’ notice in writing except in the case of redundancy in which case clause 40 will apply.

(b) Payment (in lieu of notice) shall be made if the appropriate notice is not given.

(c) The period of notice in this clause 36 does not apply in the case of:
   i. loss of Teacher Registration;
   ii. dismissal for conduct that at common law justifies instant dismissal;
   iii. replacement employees;
   iv. temporary employees; or
   v. casual employees.

37. Termination of Employment of General Staff

37.1 Notice of termination is provided for in the NES with the exception that the notice period for general staff who are made redundant, the notice period is as specified in clause 40 (Redundancy).

37.2 Notice of Termination by General Staff and the School

(a) The notice of termination required to be given by a general staff member is the same as that required of the school except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

(b) If an employee fails to give the required notice, the school may withhold from paying any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause 37 less any period of notice actually given by the employee.
37.3 The periods of notice in clauses 37.1 and 37.2 do not apply in the case of:

(a) dismissal for conduct that at common law justifies instant dismissal;
(b) temporary employees;
(c) replacement employees; or
(d) casual employees.

38. Job Search Entitlement

Where a school has given notice of termination to an employee, the employee shall be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee, after consultation with the school.

39. Exclusions from Termination Entitlements

Employees who are excluded from coverage of the notice of termination provisions in the NES are also excluded from coverage of the notice of termination provisions in this Agreement.

40. Redundancy

40.1 Consultation

The consultation process in Schedule 9 will apply in any case where a school has made a definite decision to introduce a major change that could result in termination of any employee’s employment because of redundancy.

40.2 Redundancy Pay

The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out in accordance with the following table at the employee’s base rate of pay for the employee’s ordinary hours of work.

<table>
<thead>
<tr>
<th>Redundancy pay period</th>
<th>Employee’s period of continuous service with the school on termination</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 weeks</td>
<td>At least 1 year but less than 2 years</td>
</tr>
<tr>
<td>6 weeks</td>
<td>At least 2 years but less than 3 years</td>
</tr>
<tr>
<td>7 weeks</td>
<td>At least 3 years but less than 4 years</td>
</tr>
<tr>
<td>8 weeks</td>
<td>At least 4 years but less than 5 years</td>
</tr>
<tr>
<td>10 weeks</td>
<td>At least 5 years but less than 6 years</td>
</tr>
<tr>
<td>11 weeks</td>
<td>At least 6 years but less than 7 years</td>
</tr>
<tr>
<td>13 weeks</td>
<td>At least 7 years but less than 8 years</td>
</tr>
<tr>
<td>14 weeks</td>
<td>At least 8 years but less than 9 years</td>
</tr>
<tr>
<td>16 weeks</td>
<td>At least 9 years</td>
</tr>
</tbody>
</table>
40.3 Notice Period

An employee whose employment is terminated because of redundancy shall be given at least 22 weeks notice in writing. Payment in lieu of notice shall be made if the appropriate notice is not given. To be clear, this notice period of 22 weeks’ notice includes the entitlement in the NES.

Employees aged over 45 years of age and who have been continually employed for two years or more are eligible for an additional week of notice.

40.4 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice shall be given as the employee would have been entitled to under the NES if the employment had been terminated and the School may, at its option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

40.5 Employee leaving Employment during Notice Period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice. The employee is entitled to receive the benefits and payments he/she would have received under this clause 40 had he/she remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

40.6 Job Search Entitlement for Employees who are Redundant (time off during notice period)

(a) An employee given notice of termination in circumstances of redundancy shall be allowed up to a maximum of five days off without loss of pay during the notice period for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the school, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration will be sufficient.

40.7 Partial Redundancy

When the school has decided that part of the work an employee has been engaged to perform is no longer, the school may undertake a partial redundancy.

(a) Where an employee is given notice of partial redundancy, the employee may within one month of receipt of such notice elect to declare the position wholly redundant in which case all provisions of this clause 40 in relation to total redundancy will apply.

(b) Where partial redundancy is accepted by an employee, a pro-rata compensatory redundancy payment in accordance with clause 40.2 will be provided to the employee at the date when the partial redundancy takes effect.
41. Statement of Service

41.1 Upon the termination of employment (including redundancy) of an employee (other than a casual employee) the school will provide, upon the request of the employee, a statement of service setting out the commencement and cessation dates of employment.

41.2 For the purpose of allowing future schools to appropriately grade employees under an applicable classification system, upon the termination of service of an employee other than an emergency relief teacher, the School shall provide in the statement of service set out:

   (a) the length of service, the number; and
   
   (b) range of duties performed; and
   
   (c) any promotion positions held; and
   
   (d) any special or additional duties performed by such employee.

41.3 For the same purpose, upon request an emergency relief teacher shall be supplied with a statement setting out the number of days of duty undertaken by the emergency relief teacher during the period of that person’s engagement, provided such request is made during (or on termination of) the emergency relief teaching engagement.
Part IV - Salaries and Related Matters

42. Salaries and Allowances

42.1 Salaries and allowances for all employees will be in accordance with

(a) Schedule 1 – Teachers; and

(b) Schedule 2 – General Staff.

42.2 For permanent full-time employees, salaries will be paid fortnightly as 12/313 of the annual salary calculated to the nearest 10 cents.

42.3 Each payment of apportioned salaries shall be paid fortnightly by electronic funds transfer (EFT). The employee shall nominate an account at a financial institution into which salary will be paid.

42.4 Teacher translations are as per table in Schedule 1.

43. Salary Packaging (Total Remuneration)

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

43.2 The school and the employee may make a written agreement in which the employee agrees to accept total remuneration in a manner defined above.

(a) The written agreement shall:

i. 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

ii. recommend that the employee take independent financial advice prior to the commencement of the proposed written agreement.

43.3 Either the school (or the employee) may terminate the written agreement by providing the other party with at least 28 days notice of intention to withdraw from the agreement.

43.4 Employees may only use salary packaging arrangements as set out in Schedule 6 to receive their total remuneration as described in this clause 43.

43.5 Where an employee salary sacrifices all or part of the employee’s income to an approved and designated superannuation fund, the employing authority will transfer such salary sacrificed contributions to the designated superannuation fund of each employee within 14 days of the end of each month.
44. **Superannuation Choice**

44.1 Employees can choose a complying superannuation fund for the school's contributions to superannuation. If an employee does not choose a fund, the school will make contributions to the Lutheran Church of Australia Staff Superannuation Fund (LCASSF).

44.2 School contributions shall be paid monthly in accordance with the Trust Deed of the relevant fund.

45. **Travel Allowance**

45.1 An employee required to use the employee’s motor vehicle in the performance of duties shall be paid an allowance (if prior approval has been given) by the school. The rate paid will be as per the rates published on the ATO website for the previous financial year.

45.2 The employee shall, when making a claim, submit a log book recording the travel incurred. Claims shall be made at the end of each fortnight.

46. **First Aid Allowance for General Staff**

46.1 A full-time general staff employee, who holds a current first aid certificate (or equivalent qualification) and is required by the school to perform first aid duties, shall be paid an allowance set out in Schedule 2. The first aid allowance shall be deemed to be ordinary times earning of the employee for all purposes of this Agreement:

- The allowance payable to other than full-time employees similarly qualified, and required to perform first aid duties shall be paid an allowance adjusted on a pro-rata basis.

46.2 This allowance does not apply to:

- a nurse;
- an employee employed exclusively as a first aid officer; or
- an employee whose appointment to the position of first aid officer has been taken into account in classifying his/her position.

47. **Meal Allowance – General Staff**

47.1 An employee who is a member of general staff and is required to continue work after the usual ceasing time for more than two hours, or after more than one hour if overtime continues beyond 6pm, will be supplied with a reasonable meal at the school’s expense or be paid as per the rates published on the ATO website for the previous financial year.

47.2 A review of meal allowances shall occur annually.
48. **Accreditation Status for Teachers in Lutheran Schools**

48.1 All teachers in Lutheran schools are required to be accredited by the Lutheran Church of Australia\(^1\). Accreditation involves the completion of required study that is relevant to the responsibility held, and is maintained by ongoing study and reflection\(^2\).

48.2 The school has responsibility to ensure that educators are properly equipped for their tasks in accordance with this policy. Letters of Appointment for all educators shall include the Church’s expectations of the person for theological development.

48.3 Teachers employed prior to January 2006 (including those who may be returning to service after leave/resignation) and who do not hold accreditation in accordance with the Staffing Policy for Lutheran Schools shall be required to meet accreditation in accordance with the policy for post 2006 employees.

49. **Graduate Certificate in Religious Education**

49.1 Teachers new to Lutheran schools who require accreditation to teach Christian Studies, and choose to undertake study towards a Graduate Certificate in Religious Education in lieu of the EQUIP\(^3\) program, shall be given opportunity to apply for and be granted paid leave to attend course-required workshop days (or study days in school time) equivalent to that required for attendance at EQUIP workshops.

49.2 If a teacher gains the Graduate Certificate in Religious Education while teaching, he/she will advance an extra incremental step at the beginning of the next school year.

49.3 Teachers remunerated on either penultimate and ultimate incremental steps upon completion of the Graduate Certificate in Religious Education, and who are not entitled to the benefit in clause 49.2, are to be paid a once-only payment of $1,200.

50. **Teacher Classification**

Teacher classifications are described in Schedule 11.

51. **Positions of Additional Responsibility (PAR) for Teachers**

51.1 The criteria and process for appointment to Positions of Additional Responsibility are set out in Schedule 14.

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\(^1\) Section 5 Accreditation of those involved in the education program of the Lutheran school from the Lutheran Church of Australia, Board for Lutheran Education Australia Staffing Policy for Lutheran Schools [October 2006]

\(^2\) Requirements for accreditation are established by Lutheran Church of Australia General Church Council on the advice of BLEA and are contained in the document LEA ACCREDITATION REQUIREMENTS (for staff employed after January 2006)

\(^3\) EQUIP is an in-service professional development program specifically designed to prepare and support teachers who teach Christian studies in a Lutheran school.
52. **Classification of General Staff**

52.1 All employees appointed as general staff employees are to be classified in accordance with Schedule 5 (Classification Structure for General Staff).

52.2 The Principal will determine the classification level of each general staff position by reference to the Evaluation Factors and Indicative Duties in Schedule 5 – Classification Structure for General Staff.

52.3 The school shall advise the employee in writing of their classification and of any changes in their classification.

53. **Role Description of General Staff**

53.1 A school shall provide each general staff employee who is currently employed with a mutually agreed appropriate job description.

53.2 On the first anniversary of appointment, and biennially thereafter, or at another mutually agreed time, consultation will occur between the school and the employee to ensure that the duty statement is accurate and the classification level of the position conforms with the classification levels set out in Schedule 5.

54. **Payment of Relief Teachers**

54.1 Casual teachers shall be engaged in accordance with clause 15.6 - Casual Employment.

54.2 The rate of pay for temporary relieving teachers will be in accordance with Schedule 1 – Salaries and Allowances – Teachers.

55. **Teacher in Charge**

55.1 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) six leadership points, shall be paid an allowance 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.

The allowance is specified in Schedule 1.

55.2 Any teacher required by a school to act in a promotion position for at least 10 consecutive schools days shall be paid for so doing at the rate prescribed for that position, provided that in no case shall a teacher be required to carry out such duties in a relieving capacity for more than 52 weeks.

56. **Rostered Days Off – General Staff**

56.1 Rostered days off arrangements for general staff will exist only where there is specific agreement between a school and employees.
56.2 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.

56.3 By agreement between an employee and the school, rostered days off may be accumulated to a maximum of five, and taken in a manner agreed between the school and the employee.

57. **Protective Clothing and Work Uniform for General Staff**

57.1 In accordance with the provisions of the Workplace Health and Safety Act (NT) (or any legislation that replaces it), the school shall provide and maintain personal protective clothing for general staff, where such clothing would, in the opinion of the school's Work Health and Safety committee, minimise the risk of injury or illness.

57.2 General staff shall, in accordance with the applicable legislation, use such equipment and clothing as supplied. The school will subsidise the provision of work uniform by reimbursing the employee 50% of the amount spent (verified by receipts) to a maximum reimbursement of $185 per calendar year.

58. **Remote Allowance for Permanent Teaching Staff at Alice Springs**

   In recognition of the remoteness of Alice Springs, Living Waters Lutheran School and Yirara College agree to pay an allowance to continuing teaching staff. The allowance shall be paid in accordance with the following provisions:

58.1 The allowance will be payable in December each year.

58.2 The allowance will not be paid for periods of leave without pay.

58.3 Eligible Teachers employed on a continuing part time basis will be entitled to a payment on a pro-rata basis in the same proportion as their fraction of time appointment.

58.4 Eligible teachers 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 in relation to the school year.

58.5 Teachers employed as a casual are not entitled to this allowance.

58.6 The quantum of the allowance will be in accordance with the table in Schedule 1.

58.7 A review is to be conducted into what is meant by ‘remoteness’ in the next Agreement.

59. **Supported Wage System**

   This Agreement incorporates Schedule C (Supported Wage System of the Educational Services (Schools) General Staff Award 2010) as in force from time to time.

60. **National Training Wage**

   This Agreement incorporates Schedule D (National Training Wage and Appendix D1 – Allocation of Traineeships to Wage Levels of the Educational Services (Schools) General Staff Award 2010) as in force from time to time.
61. Apprentices

This Agreement incorporates clause 15.4 and Schedule E (Apprentices of the Educational Services (Schools) General Staff Award 2010) as in force from time to time.

62. Reclassification and Job Review – General Staff

62.1 Reclassification

(a) An employee who has served in a classification for not less than one calendar year, and is regularly called upon to perform a substantial volume of duties appropriate to a higher classification, is entitled to request reclassification to a higher classification.

(b) An employee who is required to perform duties appropriate to a higher classification for a temporary period only will be dealt with according to clause 63 - Higher Duties – General Staff.

(c) Reclassification is not dependant on organisational vacancies, but is subject to mutual agreement between the school and an employee.

(d) An application for reclassification shall be:

(1) in writing;

(2) accompanied by a most recent agreed job description; and

(3) detail the reasons for the request for reclassification.

(e) When mutual agreement cannot be achieved (or a period of four working weeks has elapsed without response from the school), then an assessment panel shall be convened to determine the application.

(f) The assessment panel will comprise:

(1) a representative nominated by the school;

(2) a representative nominated by the employee applicant;

(3) a member of Fair Work Australia appointed by the President of Fair Work Australia.

(g) If the application is successful, the employee shall be placed on an incremental step in the salary range appropriate to the new classification.

(h) The date of operation of a successful application shall be no later than three months after the date of written application by the employee.

(i) Where the school (or an employee) is not satisfied with the decision of the assessment panel, then the dispute resolution procedure will be invoked in accordance with clause 6 - Dispute Resolution Process.
62.2 Role Review

(a) On the first anniversary of appointment (and biennially thereafter), or at another mutually agreed time, consultation will occur between the school and the employee to ensure that the job description is accurate and conforms with the classification levels set out in Schedule 8.

(b) If an agreed job description is not achieved within eight working weeks of the anniversary date, then the Dispute Resolution process may be invoked.

63. Higher Duties – General Staff

63.1 General staff who are required to perform duties applicable to a classification higher than that at which they are classified, exceeding five consecutive school days either full-time or part-time and the duties constitute the whole (or substantially the whole) of the type of duties which would attract the higher classification, then the general staff shall be paid the rate prescribed for the minimum incremental level of the higher classification for the entire period the work is undertaken.

63.2 Where general staff is employed under the Services career stream, and performs those duties for one day or more, and those duties constitute the whole (or substantially the whole) type of duties which would attract the higher classification, the general staff will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
Part V - Leave Entitlements

64. Annual Leave – Teachers

64.1 Period of Leave

(a) Annual leave is provided for in the NES. This clause 64 supplements the NES.

(b) For each year of employment, each teacher is entitled to annual leave of six weeks (or a proportionate part thereof) for service less than a school year.

(c) The NES provide that a teacher (other than a shift worker) is entitled to four weeks annual leave. This leave will be deemed to be taken, in the case of a teacher whose employment with the school is continuing into the next school year, in the four weeks immediately following the final term week of the current school year, unless otherwise agreed between the school and the teacher.

(d) A teacher shall take annual leave during non-term weeks.

(e) Scheduling of the six weeks of annual leave shall be negotiated with the school as part of the workload agreement.

64.2 A teacher may take annual leave re-credited in accordance with the NES, only during non-term weeks as directed by the school.

65. Pro-rata Payment of Salary Inclusive of Annual Leave - Teachers

65.1 This clause 65 incorporates the NES entitlement with respect to annual leave.

65.2 The provisions of this Clause 65 will apply:

(a) in the calculation of payment in regard to pro-rata salary where a teacher’s employment ceases; or

(b) in the calculation of payment in regard to pro-rata salary if:

- a teacher commenced employment after the Service Date;
- a teacher has taken leave without pay for periods of more than two term weeks since the Service Date; or
- the hours which a teacher has worked have varied since the Service Date.

65.3 Calculation of payments

\[
P = \frac{[s \times c]}{b} - d
\]

P is the payment due

s is the total salary paid in respect of term weeks (or part thereof) since the Service Date, or the date of employment in circumstances where the teacher has been employed by the school since the Service Date

b is the number of term weeks (or part thereof) in the school year
\( c \) is the number on non-term weeks, or part thereof, in the school year.

\( d \) is the salary paid in respect of non-term weeks (or part thereof) that have occurred since the Service Date, or date of employment in circumstances where the teacher has been employed by the school since the Service Date.

65.4 For the purpose of this Clause 65:

(a) Service Date means the date from which teachers are paid at the commencement of the school year in their first year of service with the school; and

(b) Teacher means a teacher other than a casual teacher for the purpose of this clause 65.

65.5 The formula in clause 65.3 Calculation of payments is to be used to calculate the pro-rata salary inclusive of annual leave owing to a teacher in respect of the school year in which the formula is applied.

65.6 Termination of employment:

On termination of employment a teacher will be entitled to a payment calculated in accordance with this clause 65.

65.7 Teachers who commence employment after the commencement of the school year:

A teacher who commences employment after the commencement of the school year in any school year will be paid from the date the teacher commences, provided that at the end of the last term week in that year, the teacher shall be paid an amount calculated pursuant to clause 65.5 and shall receive no salary (or other payment other than payment under this clause 65) until the Service Date, or the resumption of term 1 in the following school year.

65.8 Teachers who take approved leave without pay:

Where a teacher takes leave without pay with the approval of the school for a period which (in total) exceeds more than two term weeks in any year, the teacher will be paid a salary calculated in accordance with this clause 65 as follows:

(a) If the leave without pay commences and concludes in the same school year, the payment will be calculated and made at the conclusion of the last term week in that year; and

(b) If the leave without pay is to conclude in a school year following the school year in which the leave commenced:

(c) at the commencement of the leave, a payment will be calculated and made in respect of the school year in which the leave commences; or

(d) at the end of the last term week in that year in which the leave concludes, a payment will be calculated and made in respect of that school year.

If the teacher returns early from leave any payment under clause 65.3 will be taken into account in calculating the amount owed to the teacher at the end of the last term week in that year.
66. **Annual Leave Loading - Teachers**

66.1 Teachers are entitled to a leave loading of 17.5% on four weeks of their annual leave.

66.2 The loading will normally be paid:

(a) on the first pay period on or after 1 December each year; or

(b) on the termination of employment by either party.

66.3 Annual leave loading (ALL) is to be calculated using the following formula:

\[
\text{ALL} = \left( \frac{\text{Weekly salary} \times 4 \times 17.5\% \times \text{Term weeks worked by the teacher in that school pay year}}{\text{Total term weeks in that school year}} \right)
\]

For example, in the case of an employee with a weekly salary of $1000 on termination of employment (or at the end of the final term week in the school year) who was employed at the school for 20 of the 38 term weeks in that school year, the calculation will be as follows:

\[
\text{ALL} = \left( \frac{1000 \times 4 \times 17.5\% \times 20}{38} \right) = 368.42
\]

67. **Annual Leave – General Staff**

67.1 Entitlement to Annual Leave

(a) Annual leave is provided for in the NES. This clause 67 supplements the NES provisions.

(b) The NES is modified such that general staff employees are entitled to six weeks of paid annual leave for each year of service with a school.

(c) Payment shall not be made (or accepted) in lieu of taking annual leave except in the case of termination of employment.

(d) The school may require general staff to take their annual leave during non-term weeks.

67.2 Annual Leave exclusive of Public Holidays

(a) Annual leave is exclusive of any public holiday which falls within it on a Monday to Friday inclusive. If any such holiday falls within an employee’s period of annual leave, the period of leave will be increased by one day for each holiday.

67.3 Annual Leave Loading

(a) An employee is entitled to a payment of a loading equivalent to 17.5% of four weeks annual leave payment.

(b) Annual leave loading shall be paid in the last pay period prior to the commencement of the summer school vacation period. Except that a school may, at its election, pay:
67.4 Paid Leave in Advance of Accrued Entitlement

A school may allow an employee to take annual leave, either wholly or partly, in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee’s accrued entitlement, and the employee subsequently leaves (or is discharged from the service of the school) before completing the required amount of service to account for the leave provided in advance, the school is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

68. Personal/Carer’s Leave

68.1 This clause 68 supplements the NES.

68.2 Employees currently employed in Lutheran Schools whose contract of employment provides for 15 days of personal/carer's leave each year (accumulating indefinitely) will have that condition of employment maintained.

68.3 After 1 April 2006 all employees entering schools will accrue 10 days personal/carer's leave each year.

68.4 Any employee new to Lutheran schools will:

(a) have available five days personal/carer's leave on the commencement of employment; and

(b) after twenty-six weeks of employment, commence accrual of personal/carer's leave.

68.5 Unused personal/carer's leave accumulates indefinitely.

68.6 An employee is entitled to use accumulated personal/carer's leave where the current year’s personal/carer's leave entitlement has been exhausted.

68.7 Application for personal/carer's leave shall be in writing, and if personal leave is applied for with pay, the application, where the absence exceeds two consecutive days, or the employee has previously been absent for an aggregate of four days without production of a medical certificate during the current year of service, shall be accompanied by a medical certificate (or other satisfactory evidence) if requested.

68.8 Should an employee be absent from work on account of sickness or accident (either personally or to assist a member of the employee’s immediate family), it shall be necessary for such employee to notify the school (or authorised agent) prior to the ordinary commencing time of work wherever practicable.
69. **Portability of Sick Leave and Long Service Leave**

69.1 Employees’ accrued personal/carer’s leave and long service leave entitlements will be fully portable between the schools covered by this Agreement, and transferable to all other schools of the Lutheran Church of Australia.

70. **Compassionate Leave (including Bereavement Leave)**

Compassionate leave is provided for in the NES.

70.1 This clause 70 supplements the NES.

70.2 An employee is entitled to use up to three days paid leave as bereavement leave on each occasion save that the total amount of leave taken in any year shall not exceed 10 days and further save that any leave taken as emergency leave pursuant to clause 72 - Emergency Leave shall be counted for the purposes of this limit.

70.3 An employee may be required to provide the school with satisfactory evidence of such a death.

70.4 An employee may, at the discretion of the school, be entitled to take a further two days for bereavement leave if the school is satisfied that, because of the remoteness of the Northern Territory from the place where the employee is going, the additional days are necessary to enable the employee to travel to that place and return to the Northern Territory.

70.5 Bereavement leave does not accrue.

71. **Community Service Leave**

71.1 Community service leave is provided for in the NES. This clause 71 supplements the NES.

71.2 **Jury Service**

(a) The school shall reimburse an employee (other than a casual employee) either:

(1) the difference between the paid amount in respect of attendance for jury service, and the amount of wages the employee would have received in respect to the ordinary time the employee would have worked, had the employee not been on jury service; or

(2) any payment received by the employee received from the Court shall be paid to the school to offset the wages paid to the employee by the school.

(b) The employee shall notify the school as soon as the employee is requested to attend jury duty.

72. **Emergency Leave**

72.1 Emergency leave of up to five days may be granted with or without pay at the discretion of a school, in cases of domestic emergency, domestic violence or family matters.

72.2 Any leave granted under this clause 72 will be debited to personal/carer’s leave.
73. **Public Holidays**

73.1 Public holidays are provided for in the NES.

73.2 Public holidays applicable in the Northern Territory are:

- **New Year’s Day** 1 January or, if that day falls on a Saturday or a Sunday, the following Monday
- **Australia Day** 26 January or, if that day falls on a Saturday or a Sunday, the following Monday
- **Good Friday** varies according to the lunar cycle
- **Easter Saturday** the Saturday following Good Friday
- **Easter Monday** the Monday following Good Friday
- **Anzac Day** 25 April or, if that day falls on a Sunday, the following Monday
- **May Day** the first Monday in May
- **Queen’s Birthday** the second Monday in June
- **Picnic Day** the first Monday in August
- **Christmas Day** 25 December or, if that day falls on a Saturday or a Sunday, the following Monday
- **Boxing Day** 26 December or, if that day falls on a Saturday, the following Monday or, if 26 December falls on a Sunday or a Monday, then the following Tuesday

73.3 Payment for work on a public holiday:

An employee required by the school to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the school and the employee have agreed to the employee taking a day off instead of payment in which case the employee will be paid at the ordinary time rate for work on the public holiday.

73.4 Substitution of public holidays:

(a) By agreement between the School and the majority of employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected employee.

(b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.
74. **Parental Leave**

74.1 Parental leave is provided for in the NES.

74.2 Clauses Maternity Leave Payment – Maternity Leave Payment, 75 – Adoption Leave Payment, Paternity Leave – Paternity Leave and Parenting Leave – Parenting Leave provide entitlements in addition to the NES.

74.3 The school requires employees planning to take parenting leave to give reasonable notice. Reasonable notice will be determined by the circumstance surrounding the request. A general guide to assist the school with finding a replacement is a notice period of 12 weeks.

75. **Maternity Leave Payment**

75.1 This clause 75 supplements the provisions of the NES.

75.2 Eligibility

(a) To be eligible for the maternity leave payment, a female employee shall have had continuous service in schools of the Lutheran Church of Australia for at least 12 months immediately prior to commencing maternity leave.

(b) An employee on parenting leave shall return to work for 12 months to qualify for further maternity leave payment.

(c) 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 service.

75.3 Maternity Leave Entitlements

(a) An eligible employee commencing maternity leave is entitled to a maternity leave payment equal to 14 weeks pay at her substantive rate (including any PAR allowance).

(b) In addition, the employee shall accrue entitlements of

i. LSL ~ 2 days

ii. Annual Leave ~ 3 days and

iii. Superannuation 9% of the payment

75.4 Payment

The employee may choose when and how she receives the maternity leave payments:

(a) as a lump sum payment at the commencement of the maternity leave; or

(b) within the normal pay cycle; or

(c) at half pay (taking maternity leave payment at half pay is the equivalent of taking leave for half the period at full pay and half the period without pay);
(d) any other method that is mutually agreed between the school and the employee;
(e) if the employee does not specify the terms of payment, then it will be paid as a lump sum at the commencement of maternity leave.

76. Adoption Leave Payment

76.1 This clause 76 supplements the provisions of the NES.

76.2 Eligibility

(a) To be eligible for the adoption leave payment, an employee shall have had continuous service in schools of the Lutheran Church of Australia of at least 12 months immediately prior to commencing adoption leave.

(b) An employee on parenting leave shall return to work for 12 months to qualify for further adoption leave payment.

(c) 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 service.

76.3 Adoption Leave Entitlements

(a) An eligible employee commencing adoption leave is entitled to an adoption leave payment equal to 14 weeks pay at the employee’s substantive rate.

(b) In addition, the employee shall accrue entitlements of:

i. LSL ~ 2 days

ii. Annual Leave ~ 3 days and

iii. Superannuation ~ 9% of the payment

(c) The employee may choose to take adoption leave payment at half pay. Taking adoption leave payment at half pay is the equivalent of taking leave for half the period at full pay and half the period without pay.

(d) The employee may choose when and how the employee receives the payment. If the employee does not specify the terms of payment, then it will be paid as a lump sum at the commencement of adoption leave.

76.4 If both partners intending to adopt a child are employees of the same school, only one of the partners will be entitled to the payment of the adoption leave payment.

76.5 Special adoption leave without pay is available for the purposes of obtaining custody of a child overseas (or for attending interviews), workshops or examinations. Special adoption leave may be taken concurrently by the employee’s spouse.

76.6 Payment

The employee may choose when and how the employee receives the adoption leave payments:
(a) as a lump sum payment at the commencement of the adoption leave; or
(b) within the normal pay cycle, or
(c) at half pay (taking adoption leave payment at half pay is the equivalent of taking leave for half the period at full pay and half the period without pay);
(d) any other method that is mutually agreed between the school and the employee;
(e) if the employee does not specify the terms of payment, then it will be paid as a lump sum at the commencement of adoption leave.

77. **Paternity Leave**

A male employee is entitled to up to five school days paid paternity leave around the time of the birth of a child.

78. **Parenting Leave**

78.1 In addition to maternity leave, paternity leave and adoption leave as specified, the employees are entitled to parenting leave for up to five years.

78.2 Parenting leave is leave without pay and is available only for the care of pre-school-age children.

78.3 Prior to proceeding on parenting 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.

78.4 Employees shall, not less than one school term prior to the proposed start of parenting leave, give the school written notice of the dates on which they propose to start and finish period of leave.

78.5 Special circumstances may cause changes to arrangements. Employee may provide less notice than provided in clause 78.4 if, in compelling circumstances, they are required to become the primary caregiver of a child.

78.6 Employees are expected to return from parenting leave at the commencement of the school year to assist with the operation of the school.

79. **Study Leave**

An employee, who for the purpose of furthering his/her training, and after the first 12 months of employment in a school, shall be entitled to apply for up to:

79.1 Six hours per week leave without pay to attend lectures at any educational institution for a course approved by the school. Approval of the leave will be at the discretion of the school.

79.2 An employee shall be entitled to leave without pay, not exceeding twelve months, for study purposes with approval of the school. This leave is taken without loss of any accrued benefits, but will not be counted for accrual of entitlements.
80. **Eligibility for Long Service Leave**

80.1 The long service leave entitlements of employees are governed by the Long Service Leave Act (NT), but with the additional benefit that employees will be entitled to take long service leave after eight years of continuous service instead of the normal requirement of 10 years of service. In this circumstance, long service leave shall be taken for a complete school term. All such leave taken is to be counted towards satisfying the employee's minimum entitlements under the Long Service Leave Act (NT).

80.2 Employees who have served in Lutheran Schools in Australia for 10 years or more are able to negotiate with the school to take long service leave in one continuous period or, where the school and the employee agree, in separate periods pursuant to clause 86 - Minimum Periods of Long Service Leave.

81. **Entitlements to Long Service Leave**

81.1 This clause 81 varies the entitlements provided in Section 8 of the Long Service Leave Act (NT). Employees are entitled to 1.3 weeks long service leave per year in respect of the first 15 years of service; and 2.143 weeks leave in respect of each subsequent year of service.

81.2 Employees shall provide six months’ notice of the date from which it is proposed that the employee's long service leave shall be granted and taken.

81.3 The timing of taking long service leave is by mutual agreement between the employee and the school.

82. **Term Breaks and Christmas Vacation not to be Part of Long Service Leave**

This clause 82 varies the provisions of the Long Service Leave Act (NT) such that 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.

83. **Long Service Leave at Half Pay**

83.1 Long service leave may be taken at half pay.

(a) 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.

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

(c) Employees are expected to negotiate with the school as to when any long service leave at half pay may be taken. Consideration shall be given to the requirements of the school.
84. **Pro-rata Long Service Leave to be paid on Resignation after Seven Years' Service**

The parties agree that the provisions of the Long Service Leave Act be varied to:

(a) Provide for payment of pro-rata long service leave credit in lieu of long service leave on resignation, after the completion of seven or more years of service.

(b) Such payment shall be calculated at the rate of 1.3 weeks for every completed year of service.

(c) Where resignation occurs during the year, credit will be calculated to take account of that part of the uncompleted year worked prior to resignation.

85. **Illness During Long Service Leave**

85.1 This supplements the provisions of Section 113 of the NES.

85.2 Where an employee falls ill during a period of long service leave, the employee may request to have a period of long service leave re-credited and sick leave used (if available) for the period of the illness.

85.3 A request under this clause 85 can only be made where:

(a) the duration of the illness is five or more consecutive working days; and

(b) a medical certificate is provided to the school verifying the illness and days of the illness

86. **Minimum Periods of Long Service Leave**

This applies after ten years of service.

86.1 The minimum period of leave that may be taken by an employee is normally four weeks.

86.2 In some clearly identified and demonstrated exceptional circumstances a school may approve an application for a period less than four weeks, but generally not less than one week.

86.3 Where the period of long service leave is less than a school term (nominally 10 weeks), then that period of long service leave should normally be taken wholly within the school term period.

86.4 Non-teaching term time employees may access accrued long service leave during periods of unpaid leave, including school vacations.
87. **Sabbatical Leave (Deferred Salary Scheme)**

87.1 Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause 87.

87.2 Eligibility

(a) Teachers who have been employed within any of the schools covered by this Agreement for a minimum of two years of continuous service.

(b) Full-time and part-time teachers are eligible to apply.

(c) The decision by a school 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 school.

(d) Once a school has approved an application under this clause 87, the school cannot withdraw from the arrangement.

87.3 Period of Leave

(a) The period of leave will be for a school year.

(b) Participants will not be able to return to a position at the same school during the 12-month leave period.

(c) Should employment as a teacher be pursued within a school covered by this Agreement, the teacher may undertake relief (or contract) work.

(d) 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.

(e) A participant may defer the taking of leave under this clause 87 by agreement with the school. The payment of salary arrangements shall continue unless there is agreement to suspend contributions, as provided by clause 87.5.

87.4 Payment of Salary

(a) Sabbatical leave is funded by the teacher who defers the payment of salary by reducing his/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/her normal salary by 10% and take the sabbatical leave in the tenth year. The teacher continues to work the normal agreed hours.

(b) 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.
(c) 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.

(d) 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.

(e) Interest will not be paid on amounts accumulated during the accrual period. A taxation ruling (TD 93/242) 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.

87.5 Suspension of Contributions

(a) 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.

(b) 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.

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

87.6 Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the school in writing.

(b) On withdrawal, the exact money paid into the scheme will be paid in a lump sum and no interest will be paid on this amount.

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

(d) Where a participant's service is terminated by the participant's death, the participant's entitlement under this clause 87 vests in the participant's personal representative.

87.7 Long Service Leave, Sick Leave and Increment Entitlements

(a) 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).

(b) 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).

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

(d) If during the period of leave under this clause 87, 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.

87.8 Workers' Compensation

(a) 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/her return to full duties).

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with clause 87.5.

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

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

87.10 Salary Continuance Insurance shall be negotiated between the insurer and insured (the insured means the employee).

87.11 Fund Management

(a) 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 Association Office on a two or four weekly basis.

(b) Participants will receive a statement from the school 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.

(c) All contributions to the scheme are guaranteed by the Lutheran Schools Association.

87.12 Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between schools covered by this Agreement.

(b) The teacher shall notify the Principal, prior to appointment, of his/her participation in the Sabbatical Leave Scheme, and the date that leave is due to be taken.
Participation in the sabbatical leave scheme will not impede an application for employment in a school covered by this Agreement.

87.13 Implementation Date

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

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

87.14 A Taxation Ruling is held at the LSA Office for the deferred salary scheme.

### 88. Cultural and Ceremonial Leave

88.1 The LSA recognises the unique status that Indigenous people hold within Australian Society. In recognition of this status Indigenous employees may apply for leave from the school for cultural and ceremonial reasons.

88.2 In addition to any other leave entitlements, Indigenous employees are able to access five days paid ceremonial leave in each calendar year to attend to specific cultural and ceremonial obligations.

88.3 Cultural and ceremonial leave is not cumulative.

88.4 Part-time staff have pro-rata entitlement to cultural and ceremonial leave.

### 89. Flexible Work Practices

This supplements Section 65 of the NES.

89.1 A full-time employee may apply, in writing, to work on a part-time basis for a fixed period; after which time he/she would again revert back to full-time status.

89.2 In giving consideration to the employee's application to move to part-time work for a fixed period, the school will take into account the following:

(a) the employee's particular circumstances that give rise to the application;

(b) the impact that refusal of the application may have on the employee and his/her family; and

(c) the operational requirements of the school, including the school's capacity to reorganise work arrangements, secure competent replacement staff and the impact on students and other school staff.

89.3 Such arrangements shall only be made at the request of the employee and by agreement with the school. The request shall be made prior to the commencement of the school year.
Part VI - Employee Representation and Union Recognition

90. Employee Representation and Union Recognition

90.1 Schools and employees who to be consistent with the ethos of working together are committed to a collaborative approach to conducting workplace relations.

90.2 It is recognised that:

(a) IEUA-QNT is the principal industrial representative of employees in schools in the workplace relations context.

(b) Employees have the freedom of choice to select whatever representative they choose.

90.3 Union Communication

(a) Employees and IEUA-QNT are free to exchange information relative to industrial matters affecting the employees' rights, obligations and conditions of employment, Work Health and Safety and other legitimate matters of interest, without interference from the school.

(b) To that end, material circulated to school staff via the postal system or by way of ‘fax’ or email shall be passed on to the relevant employee(s) promptly.

(c) Communication between IEUA-QNT and employees shall be treated as confidential and not interfered with (or changed) in any way.

(d) 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.

90.4 Job Representatives

Where a school has a Consultative Committee, an accredited IEUA-QNT representative at that school shall be a member of the Committee. The representative may delegate this role to another IEUA-QNT member.

90.5 Union Training

(a) Schools shall provide two day's paid release per year to the school's accredited IEUA-QNT representative to attend union-organised training as part of the representative's professional development plan.

(b) Any further training provided by the union for union representatives shall be undertaken at the employee's expense and includes all travel costs. That is, IEUA-QNT shall pay the school for any actual costs incurred for relief provided.
90.6 Representation of Employees

(a) Any IEUA-QNT member is entitled to be accompanied (or represented) by an IEUA-QNT representative (or other IEUA-QNT member) at any disciplinary meeting which occurs between that member and the Principal (or nominee, or other school representative).

(b) At the time that any such meeting is arranged, the school shall inform the employee of his/her right to be accompanied or represented.

(c) Any employee who is asked to attend a meeting with the school, that impacts upon the employee's employment, shall be given reasonable time between the advising of the meeting and the scheduled meeting time, to make representational arrangements.

(d) At the point of notification, the school is to explain to the employee the purpose of the meeting and issues to be discussed so that the employee may seek advice about these in advance and discuss the issues with the union representative.

(e) This clause 95.6 shall be read in conjunction with clause 5 (Complaints Procedure) and clause 6 (Dispute Resolution Process).

90.7 Enterprise Bargaining Consultation

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

90.8 Union Involvement in Staff Meetings IEUA-QNT

IEUA-QNT officers will not attend staff meetings of the whole staff unless it is agreed expressly between the IEUA-QNT officer (or IEUA-QNT representative at the school) and the Principal. The Principal, if agreeable, should nominate a suitable time. If the Principal agrees to an IEUA-QNT officer's attendance at a staff meeting, the Principal is entitled to be present throughout the presentation.
Part VII - Signatories

Executed as an agreement on the 28 August 2012

Signed for and on behalf of the Lutheran Schools Association of SA, NT and WA Inc.
ABN 54 668 475 377
137 Archer Street
NORTH ADELAIDE SA 5006

In the presence of

John M Proeve
Executive Director

05-09-2012

Neil K Lutz
Human Resources Manager

Signed for and on behalf of the Independent Education Union of Australia – Queensland and Northern Territory Branch
ABN 74 662 601 045
346 Turbot Street
SPRING HILL QLD 4000

In the presence of

Terence P Burke
Secretary

5-09-2012

Jan Rymer
Clerical Officer
Signed for and on behalf of Employees

[Signature]
Gabrielle Kaoustos
(Full Name)
Teacher, Good Shepherd Lutheran College
(Position)
5/09/2012
(Date)

In the presence of

[Signature]
Paul Enright
(Full Name)
Teacher, Good Shepherd Lutheran College
(Position)
Part VIII - Schedules

Schedule 1  Salaries and Allowances - Teachers
Schedule 2  Salaries and Allowances - General Staff
Schedule 3  Teacher Professional Development
Schedule 4  Assessment Criteria and Process for Highly Accomplished Teacher (HAT)
Schedule 5  Classification Structure for General Staff
Schedule 6  Salary Packaging for Lutheran Schools
Schedule 7  Complaints Procedure
Schedule 8  Dispute Resolution Process
Schedule 9  Consultation
Schedule 10  Charter for Teachers
Schedule 11  Teacher Classifications
Schedule 12  Transition Arrangements for Teachers for 2012
Schedule 13  Job Share
Schedule 14  Positions of Additional Responsibility (PAR) for Teachers
## Schedule 1 – Salaries and Allowances – Teachers

### Annual Gross Salary for Teachers

<table>
<thead>
<tr>
<th>Teachers Designations</th>
<th>25-Jul-11</th>
<th>Teacher Designations</th>
<th>01-Mar-12</th>
<th>01-Aug-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>T4</td>
<td>$58,177</td>
<td>GT1</td>
<td>$58,457</td>
<td>$62,017</td>
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<tr>
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<td>GT2</td>
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<td>T8 (See note 1)</td>
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<tr>
<td>T9 (See note 1)</td>
<td>$81,595</td>
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<td></td>
</tr>
</tbody>
</table>

Note 1: Teachers with a T9 classification, at the commencement of this Agreement will be advanced to PT6 if they meet the criteria set down in Schedule 11 clause 3. (viz: a full year at T8 or T9, Lutheran accreditation, and a written application), otherwise they will be translated to PT5.

### Relief or Casual Teacher

<table>
<thead>
<tr>
<th>Relief or Casual Teacher</th>
<th>25-Jul-11</th>
<th>01-Mar-12</th>
<th>01-Aug-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Day Rate</td>
<td>$278.80</td>
<td>$298.56</td>
<td>$312.15</td>
</tr>
<tr>
<td>Half Day Rate</td>
<td>$139.40</td>
<td>$149.28</td>
<td>$156.05</td>
</tr>
</tbody>
</table>

| Teacher in Charge Allowance | $45 | $57 | $58 |

Note 2: Salary for and advancement to LEAD teacher to be introduced in the next Agreement. There are no teachers with the classification of AST2 at the commencement of this Agreement.
Note 3: Calculation of casual rate for relief teachers is based on the casual rates pursuant to clause 15.6 (1) viz:

\[
\text{Daily Rate} = \text{GT2 Annual Salary} \times \frac{6}{313} \times \frac{1}{5} \times \frac{125}{100}
\]

Note 4: The hourly rate to be paid to part-time teachers that are requested to attend nominated school activities pursuant to clause 15.4(h) shall be in accordance with the following:

\[
\text{Hourly rate} = \begin{array}{c|c|c|c|c}
\text{substantive incremental annual salary} & 6 & 1 & 125 & 1 \\
\text{313} & 5 & 100 & 5.5
\end{array}
\]

Note 5: Payment of increase in salaries will be from the first full pay period commencing on or after the date specified in the table above.

Translation

At the commencement of this agreement teachers shall be translated in accordance with the table below.

<table>
<thead>
<tr>
<th>from</th>
<th>to</th>
</tr>
</thead>
<tbody>
<tr>
<td>T4</td>
<td>GT1</td>
</tr>
<tr>
<td>T5</td>
<td>GT3</td>
</tr>
<tr>
<td>T6</td>
<td>PT1</td>
</tr>
<tr>
<td>T7</td>
<td>PT3</td>
</tr>
<tr>
<td>T8, T9 *</td>
<td>PT5</td>
</tr>
<tr>
<td>T9   *</td>
<td>PT6</td>
</tr>
<tr>
<td>AST 1</td>
<td>HAT</td>
</tr>
<tr>
<td>AST 2</td>
<td>LEAD</td>
</tr>
</tbody>
</table>

Note 6: Teacher classifications T1, T2 and T3 are not in use in schools covered by this Agreement.

Note 7: For further details of Translation refer to Schedule 11 and Schedule 12.
Leadership Point Allowance

<table>
<thead>
<tr>
<th>Date</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 July 2011</td>
<td>$1,265</td>
</tr>
<tr>
<td>1 March 2012</td>
<td>$1,312</td>
</tr>
<tr>
<td>1 October 2012</td>
<td>$1,371</td>
</tr>
</tbody>
</table>

Teacher In Charge Allowance

Pursuant to clause 53.1 below is the ‘Teacher In Charge’ Allowance (expressed in $ per day)

<table>
<thead>
<tr>
<th>Date</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 July 2011</td>
<td>$45</td>
</tr>
<tr>
<td>1 March 2012</td>
<td>$57</td>
</tr>
<tr>
<td>1 October 2012</td>
<td>$58</td>
</tr>
</tbody>
</table>

Remote Allowance for Permanent Teaching Staff at Alice Springs

Pursuant to clause 58.6, below is the Remote Allowance for Continuing Teaching Staff at Alice Springs

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of service</td>
<td>$828</td>
</tr>
<tr>
<td>2nd year of service</td>
<td>$1,655</td>
</tr>
<tr>
<td>3rd &amp; subsequent years of service</td>
<td>$2,207</td>
</tr>
</tbody>
</table>
Schedule 2 – Salaries and Allowances – General Staff

### Annual Gross Salary for General Staff

<table>
<thead>
<tr>
<th>Level</th>
<th>3%</th>
<th>2%</th>
<th>4%</th>
<th>1%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25-Jul-11</td>
<td>01-Mar-12</td>
<td>01-Aug-12</td>
<td>01-Mar-13</td>
</tr>
<tr>
<td>Level 1</td>
<td>$38,997</td>
<td>$39,777</td>
<td>$41,368</td>
<td>$41,782</td>
</tr>
<tr>
<td></td>
<td>$39,486</td>
<td>$40,276</td>
<td>$41,887</td>
<td>$42,306</td>
</tr>
<tr>
<td></td>
<td>$41,920</td>
<td>$42,758</td>
<td>$44,469</td>
<td>$44,913</td>
</tr>
<tr>
<td>Level 2</td>
<td>$42,276</td>
<td>$43,122</td>
<td>$44,846</td>
<td>$45,295</td>
</tr>
<tr>
<td></td>
<td>$43,398</td>
<td>$44,266</td>
<td>$46,037</td>
<td>$46,497</td>
</tr>
<tr>
<td></td>
<td>$44,550</td>
<td>$45,441</td>
<td>$47,259</td>
<td>$47,731</td>
</tr>
<tr>
<td>Level 3</td>
<td>$46,940</td>
<td>$47,879</td>
<td>$49,794</td>
<td>$50,292</td>
</tr>
<tr>
<td></td>
<td>$48,185</td>
<td>$49,149</td>
<td>$51,115</td>
<td>$51,626</td>
</tr>
<tr>
<td></td>
<td>$49,461</td>
<td>$50,450</td>
<td>$52,468</td>
<td>$52,993</td>
</tr>
<tr>
<td>Level 4</td>
<td>$50,773</td>
<td>$51,788</td>
<td>$53,860</td>
<td>$54,399</td>
</tr>
<tr>
<td></td>
<td>$52,118</td>
<td>$53,160</td>
<td>$55,287</td>
<td>$55,840</td>
</tr>
<tr>
<td></td>
<td>$53,498</td>
<td>$54,568</td>
<td>$56,751</td>
<td>$57,318</td>
</tr>
<tr>
<td></td>
<td>$54,917</td>
<td>$56,015</td>
<td>$58,256</td>
<td>$58,839</td>
</tr>
<tr>
<td>Level 5</td>
<td>$56,372</td>
<td>$57,499</td>
<td>$59,799</td>
<td>$60,397</td>
</tr>
<tr>
<td></td>
<td>$57,865</td>
<td>$59,022</td>
<td>$61,383</td>
<td>$61,997</td>
</tr>
<tr>
<td></td>
<td>$59,398</td>
<td>$60,586</td>
<td>$63,009</td>
<td>$63,639</td>
</tr>
<tr>
<td></td>
<td>$60,972</td>
<td>$62,191</td>
<td>$64,679</td>
<td>$65,326</td>
</tr>
<tr>
<td></td>
<td>$62,589</td>
<td>$63,841</td>
<td>$66,394</td>
<td>$67,058</td>
</tr>
<tr>
<td></td>
<td>$64,248</td>
<td>$65,533</td>
<td>$68,154</td>
<td>$68,836</td>
</tr>
<tr>
<td>Level 6</td>
<td>$65,532</td>
<td>$66,843</td>
<td>$69,516</td>
<td>$70,212</td>
</tr>
<tr>
<td></td>
<td>$66,844</td>
<td>$68,181</td>
<td>$70,908</td>
<td>$71,617</td>
</tr>
<tr>
<td></td>
<td>$68,176</td>
<td>$69,540</td>
<td>$72,321</td>
<td>$73,044</td>
</tr>
<tr>
<td>Level 7</td>
<td>$71,270</td>
<td>$72,695</td>
<td>$75,603</td>
<td>$76,359</td>
</tr>
<tr>
<td></td>
<td>$76,258</td>
<td>$77,783</td>
<td>$80,894</td>
<td>$81,703</td>
</tr>
<tr>
<td></td>
<td>$81,595</td>
<td>$83,227</td>
<td>$86,556</td>
<td>$87,422</td>
</tr>
</tbody>
</table>

### General Staff Allowance

<table>
<thead>
<tr>
<th>Allowance</th>
<th>3%</th>
<th>2%</th>
<th>4%</th>
<th>1%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25-Jul-11</td>
<td>01-Mar-12</td>
<td>01-Aug-12</td>
<td>01-Mar-13</td>
</tr>
<tr>
<td>First Aid Allowance</td>
<td>$477</td>
<td>$487</td>
<td>$506</td>
<td>$511</td>
</tr>
</tbody>
</table>
Note 1: General staff are entitled to progress to the next higher incremental step (if any) in the salary scale after the equivalent full time work for a 12-month period

Note 2: Payment of increase in salaries will be from the first full pay period commencing on or after the date specified in the table above.
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.’


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 shall involve teachers in the planning and delivery of professional development and 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.
Schematic of negotiating and formulating a Professional Development Plan

1. School Development Plan
2. Team Faculty Year Level Class Commitments
3. Individual Interests, Career Perspectives & Previous Feedback

Discussion & Negotiation with Colleagues & Supervisor

Teacher’s PD Plan

Documentation/Recording via Portfolio, Journal, etc

Monitoring Professional Development
Schedule 4 – Assessment Criteria and Process for Highly Accomplished Teacher (HAT)

1. **Eligibility for Classification as Highly Accomplished Teacher:**
   (a) A teacher appointed 0.4 (or greater fraction) will be eligible for classification as an Highly Accomplished Teacher, when the employee has been classified as a PT6 teacher for at least two equivalent full-time years and holds accreditation as a teacher in a Lutheran school.

   (b) A teacher reaching PT6 classification may signify the teacher’s intention to apply for an Highly Accomplished Teacher status in the following year. A teacher is 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. **Assessment Criteria for Highly Accomplished Teacher**

   To achieve classification as an Highly Accomplished Teacher, an applicant shall, to the satisfaction of the assessing panel (see 4(b), demonstrate that the applicant has met all of the ‘Domains of Teaching’ and associated ‘Standards’ set down in ‘The National Professional Standards for Teachers’ viz:

   (a) Professional Knowledge
      (1) Know the students and how they learn.
      (2) Know the content and how to teach it.

   (b) Professional Practice
      (1) Plan for and implement effective teaching and learning.
      (2) Create and maintain supportive and safe learning environments.
      (3) Assess, provide feedback and report on student learning.

   (c) Professional Engagement
      (1) Engage in professional learning.
      (2) Engage professionally with colleagues, parents/caregivers and the community.

3. **Application**
   (a) Each application shall be in writing.

   (b) The application shall address each of the criteria and shall be no more than seven A4 pages.
(c) The application shall contain at least one reference provided by a person in a leadership position in the school, citing his/her 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.

4. **Processing of the Application**

(a) The application shall be lodged by the applicant with the Principal of the applicant's school.

(b) On receipt of the completed application, the Principal will, within 15 school days, convene an assessment panel comprised of three 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 selected from the elected panellists of the applicant's school; 

(3) a third mutually agreed panellist with current Highly Accomplished Teacher status (or where necessary a PT6 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).

(c) The panel will consider the application, and the information presented by the applicant, only in the context of the classification criteria and indicators specified.

(d) 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.

(e) 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.

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

(1) by consensus resolve that the employee be classified as a Highly Accomplished Teacher; or

(2) resolve to require the applicant within five 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 a Highly Accomplished Teacher; or

(3) after proceeding initially as in 4(f)(2) above resolve to decline the application. In this event, the panel will, within five school days, provide to the applicant written reasons for the decision and will inform the applicant that the applicant may either,

(A) make further application no earlier than one year hence, or,
(B) within 10 school days lodge an appeal in the manner prescribed in clause 6 of this schedule.

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

(h) The process should be concluded within 10 school weeks.

(i) If the applicant is successful and is granted Highly Accomplished Teacher status, the applicant will be paid from the date of the application.

5. **Appeals**

(a) An applicant aggrieved at the panel's determination may, within 10 school days, appeal against that decision.

(b) Appeal applications will be in writing to the convening school detailing the grounds of the appeal.

(c) 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.

(d) The onus of proof rests on the applicant.

(e) 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.

(f) A majority decision of an appeal panel will constitute the final determination of an application.

6. **Teacher Panellists**

It is recommended that school teaching staff elect annually two or more teachers willing to serve on panels for assessment of Highly Accomplished Teacher applications and appeals. It is recommended that the panellists serve in strict rotation.
Schedule 5 – Classification Structure for General Staff

1. **Preamble**

   The General Staff Classification Guide is to assist schools and employees in describing, understanding and classifying the diverse range of roles carried out by Lutheran Schools Officers.

   The starting point for classification decisions is an up-to-date job description. This will generally be the job description most recently signed off as agreed between the school and employee. Changes in role since the job description was last agreed may need to be taken into account in determining a new job description. Refer to Clause 62 Reclassification and Job Review – General Staff.

   Once a job description is updated, the role can be classified using:

   (a) Evaluation Factors

   (b) Indicative Duties

2. **Definition of Terms**

   A Glossary of Terms has been included to help the user and to ensure a shared understanding of the Guide.

3. **Transition Arrangements**

   No employee will be disadvantaged as a consequence of this change to the classification framework. No employee will, as a direct result of the change to the Guide, be classified at a lower grade.

   If the classification of a job is reduced, the employee shall remain at the original classification and salary. When the job becomes vacant, it may be reclassified at the lower level.

4. **Format for Job Descriptions**

   Job descriptions shall be prepared using the proforma provided at Attachment 1 to this Schedule 5 either:

   - For new jobs, at the time of job design; or
   - For exiting jobs at the time of the next biennial review.

5. **Evaluation Factors**

   Classification is based on the use of a number of evaluation factors. The evaluation factors are used to establish the comparable work-value of each job. Comparison of general staff jobs within schools can then be confidently and objectively undertaken. Each factor has been described in seven levels permitting the division of work into seven grades of general staff, as detailed in the Classification Matrix below. The evaluation factors are:
(a) Supervision or Direction

General staff are subject to various levels of supervision or direction, depending on the work and organisational context. A continuum of supervision and direction is established to provide a measure of the level of independence given to the employee.

(b) Use of Knowledge

This factor is concerned with the examination of the degree of experience and knowledge required to perform the work competently. This may be gained through on-the-job experience, formal education, in-house training or a combination of these.

(c) Use of Skills and Problem Solving

This factor is concerned with an assessment of the nature and degree of problem solving involved in the work assigned to the job. Problem solving is the process of defining (or selecting) the appropriate course of action where alternative courses of action are available. This dimension looks at how much of each of these qualities applies at each classification grade.

(d) Control, Authority and Decision Making

This factor relates to the requirements for decision making, or for the submission of recommendations. This measures the degree of influence exercised by the employee within an organisation, for example, the distinction between basic liaison in exchanging information, persuasion in discussions, or complex negotiation over matters.

(e) Judgment

Judgment is the ability to form opinions, evaluations and to make decisions that reflect a clarity and depth of perception, show discernment or discrimination in practical matters and recognise the consequences of decisions or actions.

(f) Responsibility and Accountability

This factor evaluates the degree to which an employee is to be held to account for the outcome of assigned work. Whether this falls totally or partially into a particular job or is in reality held by the next level of management are key questions to be addressed.

(g) Responsibility for Others

This factor is a continuum of responsibility for the outcomes and performance of others and will range from limited responsibility to complete supervisory authority.
### General Staff Classification Matrix

<table>
<thead>
<tr>
<th>Supervision and Direction</th>
<th>Use of Knowledge</th>
<th>Use of Skills and Problem Solving</th>
<th>Control, Authority and Decision-Making</th>
<th>Judgment</th>
<th>Responsibility and Accountability</th>
<th>Responsibility for Others</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grade 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Close Supervision</td>
<td>Demonstrate knowledge by recall in a narrow range of areas</td>
<td>Demonstrate basic practical skills for routine tasks</td>
<td>Perform a sequence of routine tasks</td>
<td>Apply limited judgment within the context of routine tasks</td>
<td>Responsible for work within the context of established routines, procedures and guidelines</td>
<td>No supervision of students or other General Staff</td>
</tr>
<tr>
<td>Work performed is checked frequently</td>
<td>Have a clear understanding of established routines and procedures</td>
<td>The choice of actions is clear</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detailed Instruction or routine tasks</td>
<td>Routines are established and procedures are predictable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grade 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Supervision</td>
<td>Demonstrate a basic operational knowledge in a moderate range of areas</td>
<td>Apply a defined range of skills to a limited range of predictable problems consistent with their training</td>
<td>Perform a range of tasks where choice is between a limited range of options</td>
<td>Make limited judgment from a small and known number of alternatives</td>
<td>Take limited responsibility for determining methods and procedures required to achieve specified outcomes</td>
<td>Bus drivers at this grade may have limited supervision of students. Other General Staff at this grade will not supervise students or other General Staff but may take a leading role when working with General Staff Grade 1</td>
</tr>
<tr>
<td>Some instruction on what is required and how it is to be performed</td>
<td>Requires basic technical knowledge</td>
<td>Equivalent to trade qualifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work is subject to regular progress checks</td>
<td>Apply a defined range of skills to a limited range of predictable problems consistent with their training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grade 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Supervision</td>
<td>Demonstrate some relevant theoretical knowledge</td>
<td>Apply a range of well developed skills to a variety of predictable problems and occasional unpredictable problems consistent with their knowledge</td>
<td>Some discretion is required within specified guidelines</td>
<td>Interpret available information, using discretion and judgment</td>
<td>Take responsibility for determining methods and procedures required to achieve specified outcomes</td>
<td>Take limited responsibility for the outcome of others</td>
</tr>
<tr>
<td>Receives general supervision</td>
<td>Has the technical knowledge or experience to perform a wide variety of duties usually without technical instruction</td>
<td>Seek advice as necessary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receives instruction on unusual, non-routine, difficult features or new practices</td>
<td>Seeks information and advice as necessary</td>
<td>Equivalent to trade qualifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Progress checks confined to the unusual or difficult aspects</td>
<td>Assignments reviewed on completion</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grade 4</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine Direction</td>
<td>Demonstrate a broad knowledge base incorporating a range of theoretical concepts</td>
<td>Apply solutions to a range of problems</td>
<td>Analyse and plan approaches to technical problems or management requirements</td>
<td>Identify and apply skill and knowledge in some depth to most matters</td>
<td>Locate, analyse and evaluate information from a variety of sources</td>
<td>Take responsibility for own outcomes in relation to specified quality standards</td>
</tr>
<tr>
<td>Receives little direct supervision and generally is responsible to a higher grade General Staff member or teacher</td>
<td>Technically competent and well experienced</td>
<td>Analyse and plan approaches to technical problems or management requirements</td>
<td></td>
<td>May be required to operate within a budget</td>
<td>May be expected to take significant initiative and responsibility</td>
<td>May take responsibility for the quantity and quality of the work of others</td>
</tr>
<tr>
<td>Receives direction covering the broader technical aspects of the work</td>
<td>Undertakes enquiries to clarify technical requirements</td>
<td>Contribute to development of operational policy</td>
<td></td>
<td></td>
<td></td>
<td>May be required to supervise: volunteers</td>
</tr>
<tr>
<td>Subject to occasional checks to ensure satisfactory progress</td>
<td>Contribute to development of operational policy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>students with formally identified special needs</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>students undertaking practical science activities</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>May be expected to supervise General Staff at Grades 1, 2 &amp; 3</td>
</tr>
<tr>
<td>Supervision and Direction</td>
<td>Use of Knowledge</td>
<td>Use of Skill and Problem Solving</td>
<td>Control, Authority and Decision-Making</td>
<td>Judgment</td>
<td>Responsibility and Accountability</td>
<td>Responsibility for Others</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------</td>
<td>-------------------------------</td>
<td>----------------------------------------</td>
<td>---------</td>
<td>----------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td><strong>Grade 5</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moderate Direction</td>
<td></td>
<td>Required to apply a broad knowledge base incorporating theoretical concepts, with substantial depth in some areas. Fully competent in a technical sense and require little or no guidance during the performance of work. Undertake research to obtain guidance as required in the achievement of stated objectives.</td>
<td>Analyse, diagnose, design and implement solutions across a broad range of technical or management functions.</td>
<td>Require a high degree of initiative, discretion and capacity to program their work. May be required to prepare a budget.</td>
<td>Evaluate information and use for forecasting, planning or research purposes.</td>
<td>Responsible for own outcomes within broad parameters.</td>
</tr>
<tr>
<td><strong>Grade 6</strong></td>
<td></td>
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<tr>
<td>Minimal Direction</td>
<td></td>
<td>Apply specialised knowledge with depth in several areas. Expected to have a 3-year diploma, degree or equivalent competencies. Undertake extensive research and investigations which may be extensive. Inform the development of significant policies and strategies for the successful operation of the school.</td>
<td>Initiate, analyse, design, plan, execute and evaluate major, broad or highly specialised technical or management functions in varied or specialised contexts.</td>
<td>Exercise substantial autonomy in decision-making for large or complex functions using a wide-range of, highly specialised technical, creative or conceptual skills (eg budget preparation).</td>
<td>Generate and evaluate ideas through the analysis of information and concepts at an abstract level.</td>
<td>Accountable for own outcomes within broad parameters.</td>
</tr>
<tr>
<td>Broad Direction</td>
<td></td>
<td>Demonstrate self directed development and achievement of broad or specialised areas of knowledge and skills. Undertake research and investigation that lead to the development of policy and strategy of significance to the strategic direction and governance of the school. 4-year degree or 3-year plus postgraduate qualification or equivalent competencies.</td>
<td>As an experienced professional, applies knowledge and skills to perform complex tasks.</td>
<td>Generate and evaluate complex ideas through the analysis of information and concepts at an abstract level. Exercise significant and independent professional judgment based on extensive experience and an advanced level of expertise.</td>
<td>Accountable for a broad range of personal and possibly team outcomes. Responsible for the overall planning of work for a function of significant scale or complexity, responsible for the development of policy and practice directions for use by other employees.</td>
<td>Demonstrate responsibility and broad-ranging accountability for the structure, management and outcomes of work of others or functions. May be expected to manage General Staff Grades 1, 2, 3, 4 &amp; 5.</td>
</tr>
</tbody>
</table>

Grade 3 is equivalent to trade qualifications or equivalent competencies.
Grade 6 is expected to have a 3-year diploma, degree or equivalent competencies.
Grade 7 is expected to have a 4-year degree or a 3-year degree plus postgraduate qualification or equivalent competencies.

4 Lots of direction
3 Moderate
2 A little bit
1 Hardly any
0 Broad
Notes:

1. Each element in the table should be read within the context of the role being classified.

2. As a general rule, the classification of the role will be determined by the level of the majority of evaluation factors.

3. A job classified at a particular level may include tasks commensurate with a lower classification level.

4. Equivalent competencies are to be demonstrated by an agreed process between employee and school.

5. Due to the level of responsibility and qualifications, general staff at classification level are not permitted in career streams as shown in the table below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Job Titles</th>
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<tbody>
<tr>
<td>Trainee</td>
<td>Boarding House Supervisor</td>
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<tr>
<td></td>
<td>Extension</td>
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<tr>
<td>Grade 1</td>
<td>Boarding House Supervisor</td>
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<td>Curriculum</td>
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<td>Resources</td>
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<td>Extension</td>
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<tr>
<td>Grade 2</td>
<td>Extension</td>
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<tr>
<td>Grade 3</td>
<td>Extension</td>
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</tbody>
</table>
7. **Indicative Duties**

These duties do not form an exhaustive list and shall be considered in the context of a detailed and complete summary of characteristics of the specific role. Whilst it is recognised that technologies and work practices change over time, these indicative duties should be adhered to until updated through formal enterprise bargaining processes.

**Grade 1**

**Administration – 1**

- Assist with stocktaking:
  - Prepare stocktaking documentation
  - Locate items
  - Count items (note use-by dates and deterioration)
  - Reconcile stock records
  - Identify items required to restock
  - Note repairs required
  - Arrange disposal of excess or out-dated items and waste.

- Assist with management of material and equipment:
  - Unpack material and equipment
  - Inspect quality and count quantity
  - Check items against Packaging Note or Invoice
  - Check items against Purchase Order
  - Label and store items
  - Update stock records
  - Contact supplier for any rejected items and arrange return and resupply
  - Monitor and maintain stock levels of stationery or materials within established parameters, including reordering.

- Operate a computer with ‘office suite’ applications at an introductory level:
  - Send and retrieve information using web browsers and email
  - Locate and use relevant on-line information
  - Apply techniques to produce digital images
  - Maintain computer consumables
• Use an ‘office suite’ and other computer-based applications at an introductory level, including use of computer hardware, software and digital images.

• Perform a range of general clerical duties at a introductory level:
  • Filing as directed, opening and distributing mail
  • Operate routine office equipment at a basic level, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, laminator etc
  • Carry out minor cash transactions - such as receipting
  • Answer telephone and take messages for others.

Services – 1

• Assist in a school retail facility, such as a canteen, uniform shop or book shop.

• Take general care of school vehicles, clean, check coolant, fuel, oil, tyres etc.

• Drive bus but no supervision of students.

• Perform gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays.

• Remove cuttings, rake leaves, clean and empty litter bins, clean gutters, drains and culverts.

• Perform routine maintenance of turf, synthetic, artificial and other play surfaces.

• Perform general laundry duties.

• Perform labouring tasks requiring limited skills, including moving furniture, equipment and materials and assist trade personnel with manual duties.

• Perform general house assistant duties in a boarding house.

• Perform minor repairs to linen or clothing such as buttons and seams.

• Clean, dust and polish in classrooms or other public areas of the school including removal of graffiti.

• Prepare and serve morning or afternoon tea.
Grade 2

Administration - 2

- Requisition supplies, stationery and office materials.
- Perform stocktake tasks where basic technical knowledge or expertise is required.
- Basic (or introductory) level recording tasks according to school financial procedures and practices.
- Conduct on-line transactions as authorised.
- Data entry, including updating records in database and retrieval using standard reports.
- Operate telephone system at a basic level.
- Respond to enquiries, take messages or refer them to staff in accordance with set procedures.

Boarding - 2

- Perform basic duties to assist the employee in charge of the boarding house in the daily routines and general functions of the boarding house.

Library - 2

- Perform desk duty – loans, returns, reserves, simple searches, bookings.
- Shelve resources.
- Tidy shelves.
- Monitor student movement (eg sign-in and out)
- Cover books.
- Alert senior library staff to behaviour issues.
- Basic operation and maintenance of AV/ICT resources at an introductory level.
- Maintain catalogues of recorded programs in accordance with established procedures.

Services - 2

- Undertake elementary food preparation and cooking duties, including the assembly, preparation and measurement of food items, clean and tidy the kitchen and its equipment, including washing up.
- Operate, maintain and adjust turf machinery.
- Clean and inspect machinery, reporting any problems to the line manager.
- Apply fertilizers, fungicides, herbicides and insecticides.
- Perform a range of patrol duties, including responding to alarms, following emergency procedures and reporting incidents.
- Drive a bus with limited supervision of students.
Grade 3

Administration - 3

- Carry out a wide range of secretarial and clerical duties at an intermediate level, including word processing, maintaining email and computerised records, shorthand, filing to office policy, maintaining records and record systems, the arrangement of group meetings, morning teas, meetings of parents and external parties, parent-teacher nights.

- Use an ‘office suite’ and other application at an intermediate level, including student reporting systems for external agencies.

- Provide administrative support to school managers including diary systems, itineraries and appointments, routine correspondence, travel and accommodation bookings.

- Provide meeting support, including prepare agendas from material provided, assemble documentation and distribute minutes.

- Mass production of printed material and documents including copying, collating, stapling, binding, folding and cutting.

- Operate office equipment at an intermediate level, including telephone system, photocopier, printer, facsimile, binding, franking machine, and scanner.

- Assist with the enrolment function, including handling initial enquiries and interviews, prepare Government and Statutory Authority Returns.

- School reception duties and referring inquiries to staff (both public and student reception).

- Perform purchasing function including.

Boarding - 3

- Deputise from time to time for the employee in charge of the boarding house, while undertaking usual work.

Curriculum - 3

- Assist with the collection, preparation and distribution of classroom materials.

- Assist with clerical duties associated with normal class activities (eg maintain or record student test results, consent forms, excursion monies, maintain equipment records etc).

- Assist teachers with the care of students on school excursions, sports days and other classroom activities (eg setting up equipment).

- Assist with student learning activities, either individually or in groups, using prepared and structured programs.

- Assist teachers with implementation of learning programs such as LAP, ESL Support, Literacy and Numeracy Support, Gifted and Talented Programs.
Finance - 3

- Accurately enter and retrieve basic financial data from record systems.
- Basic book keeping (e.g., manage petty cash, manage cash [i.e. collecting, counting and receipting], account balancing, and banking).
- Process source documents, including invoices through to payment.
- Administer school banking.
- Reconcile bank and ledger accounts.
- Prepare routine financial and management reports for review and authorisation by others.
- Maintain salary, wage and leave records.
- Within set routines, prepare and process payroll transactions for authorisation by others.
- Provide straightforward information to staff on basic details relating to their employment.
- Register position applications and arrange interview times.
- Prepare recruitment documentation (e.g., selection reports, advertising proforma) following standard procedures.
- Prepare and dispatch statements to debtors and payments to creditors, routine follow up on unpaid accounts, including standard letters and reminder calls.
- Inform budget managers of the status of spending against budget.
- Provide supporting information to assist budget managers in the analysis of their budget position.
- Sort, prepare record and file documents in the appropriate system (e.g., invoices, cheques, correspondence).
- Assist staff to prepare Government and Statutory Authority Returns for authorisation by others.

ICT - 3

- Assist with creation and maintenance of system operation manuals, back-up systems, software licence register and history register.
- Assist with hardware and network maintenance.
- Maintain ICT asset register for equipment, software and documentation.
- Ensure client hardware (desktop, laptops, notebooks, PDAs, mobile phones) and software is operational:
- Install and optimise operating system software
- Provide advice to network users
- Install software applications
- Create user documentation
- Connect a work-station to the internet
- Connect hardware peripherals
- Run standard diagnostic tests
- Administer network peripherals
- Connect internal hardware components
- Customise packaged software applications for network users
- Use advanced features of computer applications (eg develop macros and templates for clients using standard products).

- Use development software and ICT tools to build a basic website.
- Transfer content to a website using commercial packages.
- Provide first-level remote ‘help desk’ support.

**Laboratory - 3**

- Prepare equipment and materials for teachers and students to undertake simple practical activities.
- Under clear instruction, prepare simple solutions, mixtures and compounds.
- Under supervision, feed flora and fauna.
- Clean and check that items (after class use) are complete, report faults.
- Under direction, assist with budget preparation by providing information from stocktakes and suppliers.
- Under direction, prepare purchase orders for equipment and materials.
- Recognise and notify hazards.
- Follow safe operating procedures.
- Use existing ‘Risk’ and ‘Safety’ labels for decanted chemical labels.
Library - 3

- Maintain circulation desk.
- Advise students and staff in basic use of library systems and equipment (eg OPACs, photocopier, AV equipment).
- Basic use of ‘Schools Catalogue Information System’ (SCIS) for cataloguing.
- Prepare and set up displays.
- Basic reference advice to staff/students.
- Under supervision, delete old material.
- Assist with labeling, storage, stocktaking, ordering of equipment and materials.
- Under direction, assist teaching staff to take story groups.
- Organise inter-library loans.
- Assist with supervision of students in the library where some discretion and judgment are involved.
- Assist in evaluating and selecting equipment and supplies.
- Produce resource materials (eg multi-media kits, video and film clips).
- Demonstrate audio-visual, computer and other technical skills to students and teachers.
- As requested, provide technical assistance and advice.
- Prepare teaching aids.

Services - 3

- Perform general maintenance, repair and renovations which may include the use of accredited trade skills in areas such as carpentry, plumbing, electrical services, painting or welding.
- Be responsible for the creation and maintenance of gardens or sports grounds which may include the use of accredited trade skills in areas such as horticulture and landscape gardening.
- Be responsible for operating the school canteen, uniform shop or book shop, including supervision of employees and volunteers.
- Perform cooking duties, including a la carte cooking, baking, pastry cooking.
- Prepare turf, synthetic, artificial and other surfaces for play.
- Maintain and repair vehicles or motor engines.
• Perform a range of security duties, including patrols, alarm responses, emergency.

**Grade 4**

**Administration - 4**

• Review and finalise reports for external agencies – this will require knowledge of the requirements and procedures of those agencies (eg NAPLAN, Census Reports).

• Provide a high level administrative support to school management that may include:

  • Minute taking.

  • Organising appointments and diaries.

  • Managing phone calls.

  • Establishing and maintaining filing system.

  • ‘Draft’ answering non-standard executive correspondence.

  • Answering standard correspondence.

  • Preparing papers, briefing notes, or other written material, from verbal or rough handwritten instructions.

• Student enrolment.

• Family liaison.

• International students.

**Boarding - 4**

• Manage a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding house supervision employees.

• Effective communication with the parents of the students.

**Counselling - 4**

• Provide a basic level of pastoral care support and referral for students.

• Implement basic programs aimed at encouraging relationships between students.

• Assist in running basic discipleship courses for students.

• Attend and assist teachers with camps, excursions, sporting events and other extra-curricular events.

• Provide information to students who wish to take up faith-based challenges external to the school (eg Giraffe, Turning Point, Habitat for Humanity projects, CLW, YPout).
• Assist in the engagement of guest speakers or artists for chapel times, voluntary worship services, and other events.

• Build cooperative relationships with youth workers serving in local parish settings.

• Work effectively with young people in the youth work context by helping them to:
  1. Build respectful and trusting working relationships with young people.
  2. Identify their needs, rights, strengths, hopes and opportunities.
  3. Define identified goals.
  4. Develop and implement actions plans.

• Engage respectfully with young people by:
  1. Communicating effectively with a diversity of young people.
  2. Reflecting understanding of youth cultures, sub cultures and development.
  3. Working with the young employee as the focus.

• Support young people to create opportunities in their lives by
  1. Building respectful and trusting working relationships with young people.
  2. Working with young people to identify their needs, rights, strengths, hopes and opportunities.
  3. Defining identified goals.
  4. Developing and implementing actions plans.

Curriculum - 4

• Carry out a wide variety of tasks associated with classroom-learning experiences (e.g. assisting teachers in preparing, implementing and supervising learning programs) at a higher level of skill than Grade 2.

• Employees at this level may apply personal knowledge and initiative to suggest modifications to educational programs to meet the learning needs of specific students, subject to the approval of the applicable teacher.

• Supervision of students with formally identified special needs.

• Assist student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students.

• Demonstrate and instruct students and employees with respect to the use of audio visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas.
• Design and demonstrate practical activities within a variety of routines, methods and experiences, under supervision of teachers, where discretion and judgment are required.

Finance - 4

• Use an ‘office suite’ computer-based application at an advanced level (with the exception of spreadsheets and the design of databases which at this level will be no more than intermediate level).

• Data entry and use software applications at a higher level of skill than Grade 3 (eg the modification of standard financial reports).

• Book keeping - including:
  • Prepare routine journal entries for posting to the ledger.
  • Routine close off of monthly accounts.
  • Produce standard financial statements using an established accounting system.
  • Review financial statements to identify and rectify any anomalies.

• Prepare non-standard and more complex financial and management reports for school management review, which may include the analysis, interpretation and explanation of variances.

• Calculate and maintain wage and salary records for the school payroll.

• Calculate staff entitlements, (eg recreation and other leave), interpreting Award, Enterprise Agreement and employment contracts.

• Prepare specialised salary and payroll calculations, which may include eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers’ compensation claims for approval.

• Provide standard information and advice to staff on relevant Awards, salaries and conditions of employment.

• Manage salary packaging and fringe benefit tax requirements with advice from the LSA salary packaging bureau.

• Process resignations, retirements and redundancies in accordance with relevant Awards, provisions and entitlements.

• Provide advice relating to routine teacher salary determinations.

• Analyse debtors records, initiate and follow through on outstanding balances, negotiate payment terms where agreement is reached reasonably readily.

• Prepare Government, statistical and statutory authority returns for authorisation by approved authorities.
ICT - 4

- Develop new peripheral equipment specification in liaison with school management.
- Have an intermediate level of programming skills (eg macros or scripts).
- Develop procedures to optimise the effective use of hardware and software applications.
- Demonstrate to staff the use of computer hardware and software.
- Monitor the performance of the components of a computer network.
- Provision of user assistance and installation with applications, programs and hardware.
- Handle written and verbal communications in a ‘help desk’ type environment.
- Establish and maintain working filing systems.

Laboratory - 4

- Prepare equipment and materials for teachers and students to undertake practical activities which include some complexity.
- Using standard procedures, prepare complex or hazardous solutions, mixtures and compounds.
- Assist students with practical activities.
- Under direction, trial new practicals and report results.
- Care for flora and fauna.
- General maintenance of basic equipment and arrange for repairs. Calibrate simple equipment.
- Maintain existing stock control systems, including reconciliation of stock records, investigating discrepancies, noting purchase requirements, repairs or disposal of unwanted items and waste, including chemicals.
- Assist with budget preparation and research, by recommending quality and quantities required for replacement of consumables, and suggest possible new equipment.
- Determine the requirements for purchases of consumable materials.
- Act on immediate hazards and notify appropriate employee for follow up.
- Prepare risk assessments and safe operating procedures for simple tasks you perform.
- Prepare bacteria, mould or viral cultures for imminent class use.

Library - 4
• Be responsible for daily operation of an established resource centre (or a specific section of the resource centre) using substantial applied theoretical knowledge.

• Organise the initial processing of new resources.

• In-depth use of SCIS for cataloguing.

• Oversee circulation of hire books (class sets).

• Assist with AV and ICT resources, including recording, editing, and basic troubleshooting.

• Collate borrowing and overdue lists, sending out overdue and other basic reports.

• Assist with supervision and training of others (volunteers, student helpers).

• Advise on the use and selection of search engines, automated information systems or databases.

• General maintenance of basic equipment and arrange for repairs as necessary.

• Maintain existing labeling, storage and stock management systems.

• Under direction, assist with Budget preparation and research.

• Under direction, assist with the evaluation and selection of new equipment.

• Under direction, prepare purchase orders for equipment and materials.

Services - 4

• Be responsible for planning, developing, monitoring, scheduling and supervising a range of property services functions of a small school (or a discrete section of a larger school) maintenance program.

• Have input into budget preparation.

Grade 5

Administration - 5

• Design promotional, advertising and marketing materials at an advanced level.

• Provide advice to others requiring knowledge of policies or the interpretation of rules or regulations.

• Contribute to school management with the development of policies and procedures.

• Supervise the operations of the school’s processes and activities in relation to overseas students, including learning support, supervision, family liaison and basic pastoral support.

• Prepare correspondence which is complex, original and which initiates or responds to new cases or situations.
Boarding - 5

- Will be responsible to the Principal, for the overall supervision of the recreational and personal welfare of all students and have overall responsibility for the administration of two or more boarding houses (or a very large boarding house).

Counselling - 5

- Apply specialist interpersonal and counselling interview skills.
- Recognise and respond to individuals at risk - in particular:
  a. Identify and assess the student’s current risk.
  b. Work actively with the student to reduce the immediate risk and increase safety.
  c. Provide referral for crisis intervention support.
- Facilitate the counselling relationship:
  a. Enable students to identify concerns.
  b. Enable students to work through concerns.
  c. Monitor the counselling process.
  d. Bring the counselling process to an end.
- Apply learning theories in counseling:
  a. Apply behaviourism in counselling practice.
  b. Analyse environmental modelling influences in counselling practice.
  c. Analyse possible behavioural outcomes of different modelling and reinforcement influences.
  d. Formulate a program for change in a counselling context.
- Support students in decision-making processes
  a. Assist clients in clarifying their aims and requirements.
  b. Enable clients to explore possible courses of action.

Curriculum - 5

- Develop the framework for and provide the instruction to students within a structured learning environment by carrying out a wide variety of tasks associated with classroom-learning experiences (eg assist teachers in preparing, implementing and supervising learning programs). Support student learning, either individually or in groups, with minimal guidance of a teacher.
• Apply personal knowledge and initiative to modify education programs to meet the learning needs of specific students.

Finance - 5

• Use applications at a higher level of skill than Grade 4, including (eg the creation of non-standard reports using report writing tools).

• Prepare year-end financial statements for audit, including preparation and posting of year end journals and preparation of notes to financial statements involving a significant degree of complexity.

• Prepare for senior management financial reports involving some complexity and drawing on thorough understanding of business operations.

• With limited guidance, analyse complex financial scenarios or forecasts, prepare modelling and reports suitable for use by senior management in planning and strategic decision making.

• Check work of accounts staff to ensure accuracy and timely completion of tasks. Apply acquired knowledge and school policies to ensure appropriate internal controls are established and maintained in accounting processes and systems.

• Apply a detailed knowledge of relevant industrial Awards and Agreements, accounting standards and policies to provide general advice to other staff in these areas.

• Be responsible for the calculation and approval of specialised salary and payroll requirements, which may include eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers’ compensation claims.

• Apply significant judgment and be responsible for negotiating and enforcing debt collecting and arrange the use of debt collecting agencies.

• With guidance from senior management, administer legal processes related to debt collections through a debt collection agency.

• Manage the school’s budget process.

• Under direction, prepare grant applications and funding proposals.

• Liaise with LSA regarding financial, funding and policy issues.

ICT - 5

• Assist with data and systems analysis and design in relation to the development and maintenance of ICT systems.

• Assist with application programming (eg modification of proprietary systems, and investigation of malfunctions in operational programs).

• Provide advice to others requiring knowledge of policies and/or the interpretation of rules or regulations within their area of operation.
• Monitor and maintain ICT systems and related computer, network and server applications.

• Contribute to the planning and acquisition of ICT systems.

• Provide detailed ICT support to users.

• Monitor the performance of, and carry out (or arrange) for repairs to specialised equipment.

**Laboratory - 5**

Carry out an extensive range of laboratory duties, including:

• Preparing equipment and materials for teachers and students to undertake complex practical activities.

• Making calculations to prepare solutions, mixtures and compounds.

• Demonstrating techniques to students.

• Trailing new practicals and refine methods and suggest alternatives.

• Being responsible for the diet and housing of flora and fauna and lodging required Government reports.

• Maintaining complex scientific equipment, monitoring its performance, standardising and calibrating as necessary.

• Establishing and designing systems for stock control in conjunction with science coordinator.

• Playing a major role in preparation and research by determining quality and quantities required for replacement of consumables and suggesting possible new equipment.

• Determining equipment requirements in consultation with science coordinator.

• Acting on and following up long-term solutions for hazards.

• Preparing risk assessments and safe operating procedures for complex tasks performed.

• Generating simple ‘Risk’ and ‘Safety’ labels for decanted chemicals.

**Library - 5**

Carry out an extensive range of library duties, showing a high degree of specialised knowledge including:

• Advanced use of library systems.

• Liaising extensively with other senior library staff and teachers in relation to programs, resources and facilities.
- Advanced use of SCIS for retrieval of resources.
- Managing the automated library system.
- Organise cataloguing and classification.
- Collection selection and development.
- Organising the stocktake.
- Undertaking specific projects.
- Taking responsibility for AV and/or ICT resources, including editing.
- Providing copyright advice.
- Assisting with budget preparation and research.
- Supervising volunteers (parents, students).
- Assisting with the evaluation and of selection equipment and making recommendations for purchase.
- Preparing purchase orders for equipment and materials.

**Services - 5**

- Develop an annual work program for all outdoor employees who incorporates both future development and continued maintenance.
- Be responsible for the operation and maintenance of all equipment.
- Be responsible for managing occupational health and safety for outdoor employees.
- Be responsible for ensuring compliance with all relevant administrative systems.

**Grade 6**

**Administration - 6**

- Provide leadership and direction to operational and strategic planning.

**Boarding - 6**

- Manage the creation and delivery of specialised programs relating to the welfare of the students.
- Plan and implement programs for the welfare of the students.
- Head of large boarding house with multiple units.

**Counselling - 6**

- Manage complex behavioural situations:
- Identify situations requiring intervention.
- Assess the situation within its context.
- Develop strategies.
- Support the implementation of strategies by workers.
- Coordinate in-service assessment and responses to address student needs:
  - Identify program requirements for individual students.
  - Coordinate program delivery to ensure student needs are addressed.
  - Coordinate the evaluation of student service delivery.
- Observe student and interpret observations:
  - Monitor student’s developmental progress.
  - Gather information about the student’s views and perspectives.
  - Demonstrate quality observation practices to other students.
  - Use information from observations to guide others.
- Respond to problems and complaints about the service:
  - Respond to a family member’s concerns about his/her child.
  - Acknowledge and address grievances and complaints.
  - Effect resolution of complaints.
  - Develop and improve service.
- Facilitate the inclusion of students with additional needs:
  - Facilitate the development of a plan of inclusion.
  - Coordinate the implementation of the plan.
  - Provide support to other school employees.
  - Develop the confidence of child care workers in caring for children with additional needs.
- Take responsibility for the delivery of counselling programs.
- Manage and review counselling and health-related policies and procedures together with deputy principal and school pastor
- Develop and implement pastoral care programs.
- Develop a vision for school-wide counselling and take responsibility for the delivery of a standard of excellence in all counselling programs.

- Liaise with outside counselling and service agencies and promote the school and community counselling services to the wider school community.

- Provide individual and small group counselling for students with special needs, including grief and loss, anger management and other needs.

- Act as a resource for teaching staff and parents to provide information about physical, social and emotional matters affecting students, and legal requirements affecting students, the school and their families.

- Design and implement programs which support teaching staff and families in effective management of adolescent issues.

- Liaise with year level coordinators, deputy principal, pastoral care, and school pastor in the development and implementation of effective pastoral care programs at the school.

- Promote the school and community counselling services to the wider school community.

- Assist the Principal and staff in other referred matters.

- Be available to counsel students to resolve individual, peer group, social and emotional concerns.

- Provide one-to-one counselling on a wide range of student concerns.

- Counsel students referred by the Principal and staff.

- Organise small group counselling for students with special needs such as grief and loss, anger management and other needs.

- Have involvement with orientation programs at the start of each school year, particularly with the key transition years.

- Be available to support individual staff members with advice that will improve social and emotional development of students.

- Keep staff informed of relevant laws and procedures related to the welfare of students.

- Act as a resource employee for up-to-date information about physical, social and emotional matters affecting students.

- Assist the Principal and teaching staff in the referral of students and/or their families to local community agencies and specialists (eg psychologists, psychiatrists).

- Assist staff in the teaching of health-related topics (eg drug awareness, student well being, resilience).
• Liaise regularly with specialist staff such as year level coordinators and the director of curriculum to provide a multi-disciplinary approach to resolving issues of concern for students.

• Work collaboratively with parents and families where a need has arisen to support the well-being of a student (including prolonged absences from school, or persistent misbehaviours).

• Be actively involved in devising parent evenings on health related topics.

• Organise programs which support families in effective management of adolescent issues.

Finance - 6

• Provide financial, policy, and planning advice which may include providing reports, statistical surveys and advice on regulations and procedures and drafting policies for approval.

• Provide leadership and direction in the planning, design and implementation of financial systems, controls, planning and budgeting processes.

• Provide leadership in budget strategy for the school, having regard to long-term financial objectives.

• Negotiate with staff, to finalise budget proposals for approval by senior management.

• Provide advice on operations and future directions to the management team.

• Formulate policy, guidelines and supporting statements as recommendations.

• Develop systems and procedures for implementation in accordance with school policy and ensure that such systems are maintained.

ICT - 6

• Contribute to the development of ICT programs and policies, and recommend changes and improvements.

• Investigate, interpret or evaluate information for the guidance of users and management in ICT.

• Provide professional advice to users in ICT.

• Present prepared computer training courses.

Laboratory - 6

• Make significant contributions to the development of technical and operational procedures.

• Develop and implement measures for safe handling and storage of hazardous substances.
- Advise teachers on suitable techniques and procedures.
- Design new practicals and advise teachers on new techniques, equipment and ideas for practical classes.
- Propose budgetary recommendations.
- Oversee the preparation and uses of risk assessments and writing of safe operating procedures for all tasks in the laboratories.
- Generate complicated ‘Risk’ and ‘Safety’ labels for decanted chemical, including mixtures and dilutions made on-site.
- Contribute to the technical and safety training of all personnel in the science area.

Library - 6

- As a library manager, manage the operation of school resource centre.
- Provide critical and highly specialised support to significant educational programs.
- Make significant contributions to the development of technical and operational procedures.
- Train staff and students in use of the automated library system.
- Advanced use of SCIS for original cataloguing and classification of resources.
- Maintain the resource centre intranet/web pages (adding, modifying pages).
- Assist teaching staff with collection development (eg suggestions for new resources).
- Identify and correct cataloguing and classification errors or anomalies.
- Use network services effectively to facilitate access to information for staff and students.
- Advise teachers on suitable research techniques.
- Administer the allocation and monitoring of resources in the library.
- Play a major role in proposing budgetary recommendations.

Personnel - 6

Manage the personnel function for the school, including:

- Policy development.
- Recruitment processes.
- Staff induction.
- Professional development.
• Performance review.

Services - 6

• Undertake maintenance programming tasks, including investigation and design requirements necessary to implement changes to existing systems.

• Prepare reports, proposals and submissions for the school management team and external bodies.

• Manage a range of functions (eg supervisor/manager property services group).

Grade 7

Administration - 7

• Provide senior administrative support to schools and facilities of medium complexity, taking into account the size, budget, course structure, external activities and management practices.

Counselling - 7

• Undertake complex professional activities, including research, involving the selection and application, based on professional judgment, of new and existing techniques and methodologies requiring the exercise of professional independence combined with high levels of competence.

• Identify policies and procedures requiring review or redevelopment, and define all relevant issues.

• Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the school area, formulate policies and provide specialist advice on policy formulation to the school’s senior management.

• Prepare papers, investigate and present information, with recommendations, for decision by the school’s senior management.

• Manage the operations of a discrete school area, program or function.

• Manage counselling services supervising one or more psychologists.

• Provide health counselling, health education and act in a resource capacity to a school community.

Finance - 7

• Provide strategic leadership and direction for the long-term forward planning of school finances, including operating and capital works plans.

• Be responsible for formulating policies, and provide specialist advice on policy formulation to the school senior management.

• May report regularly to the school board on financial matters.
• Manage the preparation of funding submissions.

• Encompass complexities that are not common in a standard school setting (e.g., schools that involve significant commercial operations, boarding facilities, extensive in-house catering or laundry operations).

**ICT - 7**

• Provide subject matter expertise or policy and planning advice.

• Investigate, interpret or evaluate information for the guidance of users.

• Responsible for the operation of an ICT or computing centre which provides complex and varied services.

• Research and examine likely long-term requirements for ICT, prepare alternative plans and strategies and report on their feasibility.

• Investigate and design the implementation of computer systems.

• Develop, coordinate and present computer training courses.

**Laboratory - 7**

• Exercise significant and independent professional judgment based on extensive experience and an advanced level of technical expertise.

• Manage the effective operation of the science laboratory complex and the implementation of strategies to assist the delivery of key school objectives.

• Make significant contributions to the development of technical and operational policy and procedures within the science laboratory complex.

• Usually report directly to the Principal (or science coordinator).

• Provide subject matter expertise and policy advice to manage stock control systems within budgetary constraint.

• Provide subject matter expertise and policy advice to forecast requirements for the next year by analysing demand of current and future curriculum needs.

• Responsible for laboratory safety, including preparation and implementation of policy and procedures.

• Responsible for school policy advice to ensure that all chemicals are labelled according to current legislation.

• Contribute significantly to the technical and safety training of employees in the science area (including teachers).

**Library - 7**

• Exercise significant and independent professional judgment based on extensive experience, and an advanced level of technical expertise. Manage the effective
operation of the school library complex, and the implementation of strategies to assist the delivery of key school objectives.

- Make significant contributions to the development of technical and operational policy and procedures within the school library complex.
- Manage the allocation and monitoring of resources in the library.
- Provide subject matter expertise and policy advice across a range of programs or activities undertaken by the school for faculty budget submission.
GLOSSARY OF TERMS

Accountability

Accountability means that an employee is able to be called to account for the results of work undertaken personally (or by others) where the employee is deemed to be in charge (or in control) and where a sanction would apply for non-performance.

Administrative

Administrative means work which involves some management of systems or procedures in the completion of daily work activities.

Analytical

Analytical means the use of rigorous logic in the tracing of ideas to their source.

Authoritative

The advice provided by an employee is considered to be authoritative where it is of such a specialist nature that the recipient would not normally be in a position to question the technical aspects or issues of methodology.

Certificate

Certificate I to Diploma as per Australian Qualifications Framework (or qualifications considered equivalent).

Classification

A classification system is a set of categories into which jobs can be put that do the same kind of work. The classification system shall exhibit the following properties:

- be consistent using unique classifying principals in operation
- be exhaustive (i.e., all jobs shall be able to be placed in a category)
- be mutually exclusive (i.e., each job shall only be able to be placed in one category).

Clerical

Work which involves writing, typing or filing (or skills associated with these) of a manual nature.

Communication

Communication is a process or technique for expressing ideas effectively by which information is exchanged between individuals through a common system of symbols, signs or behaviour.
Competency

Competency is the ability to:

- perform particular tasks to the standard of performance expected in the workplace
- apply relevant skills, knowledge and attitudes relevant to effective performance of work consistently over time, and in the required workplace situations and environments.

Competency covers all aspects of workplace performance managing a range of different tasks; responding to contingencies or breakdowns; and dealing with the responsibilities of the workplace, including working with others.

Complex

Complex means that work which is composed of many parts which may be difficult or intricate.

Complex Problems

Complex problems mean those problems requiring multi-faceted solutions.

Conceptual

Conceptual means the ability to form and develop in the mind a plan or method of approach in addressing complex situations and scenarios which take into account a wide range of options.

Continuum of Supervision and Direction

In this Guide, supervision and direction are viewed as being closely related and on a single continuum indicating level of independence and autonomy. Jobs at lower classification levels will generally be subject to higher levels of supervision. In the higher classification levels, supervision is replaced by direction, the extent of which again reduces for jobs at the most senior levels.

Control

Control is a measure of the extent that a employee is able to exercise restraining or directing influence over a matter.

Decision Making

Decision making is the degree to which a employee is able (or permitted) to make decisions in the course of the work to be performed.

Direction

Direction given to an employee is the extent to which an employee is:

- set broad objectives as distinct from being given explicit instructions
- required to interpret the organisation's policies
- required to decide what work assignments are required in order to meet the goals of the school, and given autonomy to carry out assignments
- empowered to decide techniques and resources required to complete work assignments.
Evaluation

Evaluation is the process by which an employee is to determine the significance, worth or condition of a particular thing, usually by careful appraisal and study.

Expert

The advice provided would be recognised within the industry (or profession) as being the most sound.

Indicative Duties

Those duties selected as either being representative of a work in schools that provide in the first instance the level of work. A full assessment of a classification is required to take into account the evaluation factors. These jobs form a framework to provide consistent interpretation to maintain internal relativities.

Internal Relativities

Internal relativities means the relationship of jobs in rank order of work value within a school. Jobs of similar work value can be grouped together in a grading structure to differentiate them from jobs of a higher or lower work value.

Job Allocation

Job allocation means jobs within the school which have not been selected as indicative duties can be allocated around the evaluated jobs to complete the ranking of all jobs on a work value basis. Alternatively, some of these jobs may be evaluated if the school is not comfortable with particular allocations.

Job Analysis

Job analysis is a process of collecting and documenting information on the duties, responsibilities and operations of particular jobs. This should result in the documentation of a job statement, questionnaire or description.

Job Description

Job description is a document which sets out in a common format the role and responsibilities of particular jobs.

Job Evaluation

A process of determining the work value of jobs within a school using a common system, based on job content and contribution to the school.

Job Worth

Job worth is established within schools using the application of the evaluation factors and indicative duties for each classification.

Judgment

Judgment is the process of forming an opinion or evaluation by discerning and comparing.
Knowledge

The combination of training and experience that provides a familiarity to facts or ideas acquired by study, investigation, observation or experience the fact or condition of knowing or being aware something with gained through experience or association.

Mid Level

Evaluation levels which have been predetermined and which fit between two paragraph descriptions. A mid level would be selected where the duties of a job being evaluated contain all the required elements of the lower paragraph and significant elements of the higher paragraph description.

Primary Objective and Mission Statement

The principal purpose or aims of the job encompasses the accountability for assigned duties or functions.

Problem Solving

Problem solving means using the skills to conceptualise a problem, identify the source or root causes of the problem, identify possible solutions and select the most appropriate solution, implement solution and evaluate outcomes, using precedents as a tool.

Professional Jobs

Those jobs requiring university degree level qualifications in a particular discipline (eg finance, accounting, engineering, law, a field of science etc).

Responsibility for Others

Responsibility for others means accounting for the actions (ie performance of work and behaviour in the workplace for other employees, volunteers or students). There are varying degrees of responsibility that are evaluated in accordance with the evaluation factors.

Responsibility

Where an employee would be required to give a reason, explanation or answer in the case of non-performance in carrying out assigned work.

Routine

Routine means a regular course of procedure, or mechanical performance of an established procedure, that is often repeated.

Routine Procedures

Routine procedures means the nature of the work requires a repetition of duties or actions following a standard method or format, although some details of each occurrence may vary.

Separate Functions or Multifunctional

Separate activities or disciplines associated with roles which require an employee to bring distinctly different thought processes to bear, in providing direction either in terms of resource allocation, priority or advice requiring expert knowledge to a staff member under control of the job or senior
management. This would take into account the dimensions (staff numbers etc), competitive
environment, strategic importance (i.e., in particular jobs, there is no significant change in the thought
processes required to manage staff groups undertaking two or more functions, then they should not
be counted as separate functions, even though in normal school terms they are generally regarded as
separate functions).

**Short Term**

Short term means a situation where decisions or actions would have impact within a 12-month period.

**Skill**

Skill is the ability to use one's knowledge effectively and readily in execution (or performance) and
involves such matters as:

- dexterity or coordination especially in the execution of learned physical tasks
- a learned power of doing something competently
- developed aptitude or ability.

Skills can be placed in three categories reflecting increasing measures of complexity and decreasing
measures of 'routine-ness':

- basic practical skills
- defined range of skills
- range of well-developed skills.

**Specialised**

Specialised refers to a role where a developed knowledge in a particular field of work or discipline is
required.

**Specialist**

A specialist is an employee with recognised expertise within a field of work or discipline which takes
account of a thorough and intensified knowledge.

**Strategic**

Strategic means those plans (or decisions) of a policy nature of key importance to the school which
typically would have an impact over at least a two-year period.

**Supervision**

Supervision of an employee is the degree to which the work of the employee is detailed in terms of:

- monitoring and regulating the rate of progress, quality, techniques and resources for activities
  that make up the designated task
- any corrective or preventative action that might be required.
Work Area

A work area is a small group of employees working towards common-end objectives, normally in close proximity, although with differing duties.

Work Routine or Schedule

Work routine means a regular course or sequence to the day's work activities.

Work Value Level

This is the evaluated level of the job as derived from the decisions on the four factors within the Lutheran Schools Association system. This would take into account the dimensions (staff numbers etc), competitive environment, strategic importance (ie if, in particular jobs, there is no significant change in the thought processes required to manage staff groups undertaking two or more functions, then they should not be counted as separate functions even though in normal school terms they are generally regarded as separate functions).
ATTACHMENT 1

Job Description Proforma

Job Descriptions are expected to provide sufficient detail to deal with an assessment of the evaluation factors prescribed in this guide, within the organisation context of the role and the nuances of work expected of the employee. The Description shall not be too detailed or too broad.

The following Job Description Proforma shall be used:

JOB DESCRIPTION

AND

EMPLOYEE SPECIFICATION

Title of Job:
Classification:
Tenure: [Permanent/Temporary/Replacement/Casual-Full Time/Part-Time]

JOB DESCRIPTION

1. Summary
   The broad purpose of the job in relation to the organisation’s goals (expected outcome and how it is achieved)

2. Use of Knowledge

3. Use of Skills and Problem Solving

4. Control, Authority and Decision Making

5. Judgment

6. Responsibilities and Accountabilities

7. Working Relationships (context of operations)
   • Supervisor (ie person to whom the employee reports)
   • Level of supervision or direction to be given by supervisor
   • Responsibility for others staff
   • Any other significant connections and working relationships within the school

8. Special Conditions
   (eg travel requirements, frequent overtime, etc)

9. Statement of Key Outcomes and Associated Activities
   (Group into major areas of responsibility and activity)

---

7Knowledge and skill can overlap and knowledge is theoretical and skills are the practical application of the knowledge to achieve desired results
EMPLOYEE SPECIFICATION

1. Essential Characteristics

- Educational/Vocational Qualifications
- Personal Skills, Abilities and Aptitude
- Experience
- Knowledge

2. Desirable Characteristics

- Educational/Vocational Qualifications
- Personal Skills, Abilities and Aptitude
- Experience
- Knowledge

Job Description and Employee Specification is Approved

................................. ................................................
....../....../..... ................................................
Principal   (Print Name) (Signature)

Acknowledged by Employee:

................................. ................................................
....../....../..... ................................................
(Print Name) (Signature)
Schedule 6 – Salary Packaging for Lutheran Schools

Introduction:
Salary packaging (or a salary sacrifice) arrangements is an arrangement between schools and employees, where employees agrees to forego part of their future entitlement to salary or wages in return for schools providing benefits at the same cost to schools. ‘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 43 of this Agreement 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 schools 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 schools’, which allows schools 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, but not limited to:
   - Exempt benefits (eg superannuation, laptop computers)
   - ‘Otherwise deductible’ expenses (eg self-education expenses, salary packaging advice)
   - ‘Concessional’ 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 before any salary packaging.
9. All packaged items that include GST will entitle schools 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.
Schedule 7 – 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 who are not covered by other policies and procedures of the Lutheran Schools Association (LSA) and Lutheran Church of Australia\(^8\) (LCA).

3. **Responsibilities:**

   3.1 The respondent shall be responsible for:

   (a) cooperating with the resolution of the complaint.

   3.2 The receiver shall be responsible for:

   (a) listening carefully to the complainant;

   (b) handing on the complaint to the authorised person;

   (c) advising the complainant as to the name of the authorised person.

   3.3 The authorised person shall be responsible for:

   (a) keeping accurate records

   (b) keeping the complainant fully informed of progress to resolution of the complaint

   (c) ensuring that any agreed action arising out of the complaint is carried out

   (d) ensuring that all confidentiality and privacy provisions are met

   (e) ensuring that the complaint is resolved as quickly as possible.

4. **Definitions:**

   4.1 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 two (or more) complainants—each complainant.

---

4.2 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 two (or more) respondents—each respondent.

4.3 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.

4.4 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.

4.5 Complaints Register means

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

4.6 Director means

(a) In the context of this schedule Director means the Executive Director of the LSA.

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.

5.3 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 on to the appropriate person, and hand the details of the complaint to the authorised person.

5.4 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.

5.5 If the complainant is anonymous, that is, not known to the authorised person, the authorised person shall decide whether an investigation is required.
5.6 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.

5.7 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.

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

5.9 In the case where there is no further action after an initial consideration in accordance with clause 5.6 of this schedule, 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.

5.10 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 concluded.

5.11 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:

(a) record the details;

(b) advise the respondent that the respondent may be accompanied by a person of his/her choice;

(c) discuss the matter with the respondent;

(d) mediate between the two parties;

(e) record all interviews and actions taken; and

(f) 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.

5.12 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):

(a) record the details;

(b) discuss the matter with the complainant and respondent;

(c) arrange and facilitate a meeting with the two parties;

(d) record all interviews, actions taken;

(e) 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 concluded.

5.13 If, at the end of process at 5.11, 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 concluded.

5.14 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.

5.15 If the complaint is still not resolved, either the complaint or the respondent may appeal to the Director. The Director shall:

(a) ensure that all procedures have been followed appropriately;

(b) ensure that all parties have been fairly heard;

(c) make a determination;

(d) 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.

5.16 If the issue is not resolved, the matter may be dealt with by application to an agency outside the Lutheran School System.

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

5.18 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.

5.19 Consideration of the complainant’s and respondent’s 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 LEA – Valuing Safe Communities

7.2 LCA Safe Place Policy

8. Appendices

8.1 Appendix 1 Record of Interview

8.2 Appendix 2 Advice of Removal of Records

8.3 Appendix 3 Confidential (Complaints Register)
Complaints Procedure Flowchart

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

[Complaints Procedure Flowchart Image]
Notes

- Inherent in the process is an investigation
- Records are important and shall 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
- Supervisor’s witness/support
- Details of the incident
- Support from supervisor to coach employee to improve
- Employee’s explanation
- Review date
- Improvement required from employee
- 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

<<To be placed on 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 - Complaints Register

Confidential

Complaints Register

<table>
<thead>
<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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Schedule 8 – Dispute resolution Process

(1) If a dispute relates to:

(a) a matter arising under the Agreement; or

(b) the National Employment Standards;

this term sets out procedures to settle the dispute.

(2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) In the first instance, the parties to the dispute shall try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

(5) Fair Work Australia may deal with the dispute in two stages:

(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

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

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

(6) While the parties are trying to resolve the dispute using the procedures in this term:

(a) an employee shall continue to perform his/her work as he/she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an employee shall comply with a direction given by the school to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or
(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.
Schedule 9 – Consultation

1. Schedule 9 applies if:

(a) the school has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

(b) the change is likely to have a significant effect on employees.

2. The school shall notify the relevant employees of the decision to introduce the major change. The employees may appoint a representative for the purposes of the procedures in this Schedule 9. If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee advises the school of the identity of the representative; the school shall recognise the representative.

3. As soon as practicable after making its decision, the school shall:

(a) discuss with the relevant employees:

(b) the introduction of the change; and

(1) the effect the change is likely to have on the employees; and

(2) measures the school is taking to avert (or mitigate) the adverse effect of the change on the employees; and

(c) for the purposes of the discussion — provide, in writing, to the relevant employees:

(1) all relevant information about the change including the nature of the change proposed; and

(2) information about the expected effects of the change on the employees; and any other matters likely to affect the employees.

4. However, the school is not required to disclose confidential (or commercially sensitive) information to the relevant employees.

5. The school shall give prompt and genuine consideration to matters raised about the major change by the relevant employees.

6. In this Schedule 9, a major change is likely to have a significant effect on employees if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the school's workforce or to the skills required of employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the restructuring of jobs.

In this Schedule 9, 'relevant employees' means the employees who may be affected by the major change.
Schedule 10 – Charter for Teachers

Preamble

The charter for teachers in a Lutheran school articulates the shared values and principles that teachers hold about their profession and the nature of their work. Lutheran teachers work in an educational community guided by Christian values, especially love, justice, compassion, forgiveness, service, patience, courage and hope.

Teachers have a strong sense of the dignity and worth of their work in nurturing young people as a vocation from God. Nurturing student growth depends upon teachers who are expert in their profession and who respect the individuality and dignity of each student as a unique individual created in the image of God.

Teachers in Lutheran schools have a commitment to the Christian ethos of the school and to the development of their students socially, morally, physically, intellectually and spiritually. They are committed to using their professional knowledge, skills, understanding and judgment encouraging their students to lead fulfilling and rewarding lives in service to self and others.

Charter

Teachers in Lutheran schools are committed to:

1. creating a teaching and learning environment that is safe, caring and free from harassment for all staff and students.

2. working constructively in professional teams of colleagues, support staff, community-based professionals and other personnel to achieve positive learning environments.

3. working creatively and collaboratively with others to support and mentor members of the profession.

4. accepting responsibility for their personal work-related goals, reflecting on practice and engaging in ongoing professional growth.

5. maintaining a rich understanding of their subject matter and appreciating the ways in which knowledge is created, organised and applied to real life situations.

6. developing healthy relationships with students and their families to sustain an effective teaching-learning relationship.

7. building relationships with the wider community so that students can make meaning of the world around them.

8. establishing clear expectations and strategies that contribute to the effective learning of students.

9. accommodating individual difference through an understanding of the various ways in which students can be engaged to develop and learn.

10. monitoring and assessing students and reporting openly and clearly on their progress.
Schedule 11- Teacher Classifications

1. Introduction
   (a) This teacher classification has, as a basis, adopted the categories from the document ‘National Professional Standards for Teachers’ prepared by Australian Institute for Teaching and School Leadership Limited (AITSL).
   (b) For each classification, principals are required to ensure that there is in place:
      (1) a performance management process for teachers so that they are receiving vital feedback and comment on their progress, and to encourage them in their professional development and achievements;
      (2) an underperforming management process for those teachers who are reckoned to not be performing to the school's expectation, and with the expectation that their performance is to improve or their employment may be terminated.

2. Graduate Teacher
   (a) Graduate teachers who have limited experience and
      (1) Who are four-year trained will commence on the first incremental step in Schedule 1 ~ GT1.
      (2) Who are five-year trained will commence on the second incremental step in Schedule 1 ~ GT2.
   (b) Principals are expected to apply an induction process to graduate teachers until the end of the probationary period. The graduate teacher will have a negotiated professional development plan.
   (c) Graduate teachers will be considered as such for the first three years of service and will be expected to continue, although with reducing amounts of support, such as additional professional development and mentoring as negotiated with and agreed by the Principal.
   (d) For the purposes of Schedule 1, graduate teachers will be designated GT1, GT2 and GT3.
   (e) Graduate teachers are required to demonstrate that they operate in accord with the seven standards at the Graduate Teacher level as set down National Professional Standards for Teachers.

3. Proficient Teacher (PT1 – PT5)
   (a) The progression from graduate teacher to proficient teacher will be by yearly incremental steps. A year means a full-time equivalent year.
   (b) Principals are expected to apply:
(1) a performance management process to these teachers so that they are receiving vital feedback and comment on their progress, and to encourage them in their professional development and achievements;

(2) an underperforming management process to those teachers who are reckoned to not be performing to the school's expectation and with the expectation that their performance is to improve.

(c) The proficient teacher will have a professional development plan approved by the Principal.

(d) For the purpose of Schedule 1, proficient teachers will be designated PT1, PT2, PT3, PT4, and PT5.

(e) Proficient teachers (PT1-PT5) are required to demonstrate that they operate in accord with some of the seven standards at the Proficient Teacher level as set down National Professional Standards for Teachers.

4. **Proficient Teacher PT6**

The progression from Proficient Teacher PT5 to Proficient Teacher PT6 requires the teacher to meet a number of criteria. These criteria are:

(a) Accreditation as a teacher in Lutheran schools:
   
   (1) Accreditation (AC) for those teaching Christian Studies;
   
   (2) Accreditation (AT) for all other teachers.

(b) A full year at the current top incremental step PT5.

(c) Written application to request advancement to PT6 is to be prepared by the teacher advising that the teacher has achieved the requirements of the (a) and (b) of this Clause 4 of this schedule 11.

(d) A teacher who is recruited into a school and seeks to be classified as a PT6, and who meets all the criteria (except that of accreditation as a teacher in a Lutheran school) shall be classified as PT6. If after three years, the teacher has not achieved accreditation he/she will be reclassified as a PT5.

(e) Proficient teachers (PT6) are required to demonstrate that they operate in accord with the seven standards at the Proficient Teacher level as set down in National Professional Standards for Teachers.

5. **Highly Accomplished Teacher (HAT)**

(a) Under this Agreement a teacher may apply for Highly Accomplished Teacher status. The criteria and process is set out in Schedule 4.

(b) A teacher may progress to a HAT after two years as a PT6 teacher.

(c) Tenure to be for four years, with the option to reapply using the same process.
(d) The HAT is to participate in the performance management process during which goals to be achieved for the year will be established.

(e) Highly accomplished teachers are required to demonstrate that they operate in accord with all of the seven standards at the Highly Accomplished Teacher level as set down in National Professional Standards for Teachers.

6. **Teacher classified as AST (or equivalent) in NT recruited from a School not covered by this Agreement**

Should a teacher, classified as AST (or equivalent) from a school not covered by this Agreement, be recruited by a Lutheran school covered by this Agreement, the teacher will be classified as HAT and shall:

(a) within three years the teacher achieve accreditation as a teacher in Lutheran Schools, and

(b) negotiate a professional development plan with the Principal by the end of the third school term after commencing service.

If either of these requirements is not achieved within the prescribed period, the teacher will be reclassified as a PT5 from the beginning of the following year.

Teachers who are classified as AST (or other recognised senior teacher classification) recruited into the NT from other States shall at the time of appointment negotiate an appropriate classification after due consideration of their qualifications and experience.

7. **Highly Accomplished Teacher recruited from a School not covered by this Agreement**

Should a teacher classified as an highly accomplished teacher from a school not covered by this Agreement, be recruited by a school covered by this Agreement the teacher will be classified as an highly accomplished teacher and shall:

(a) within three years achieve accreditation as a teacher in Lutheran schools.

(b) negotiate a professional development plan with the Principal by the end of the third school term after commencing service.

If either of these requirements are not achieved within the prescribed period, the teacher will be reclassified as a PT5 from the beginning of the following year.

8. **Incremental Advancement of Salary**

(a) Graduate teachers (GT) and proficient teachers (PT) who are entitled to an incremental step in the salary scale in Schedule 1 shall progress to the next higher incremental step after 12 months of full-time service.

(b) Part-time teachers will be entitled to the next higher incremental step of the scale after 12 months equivalent full-time teaching experienced wherever gained.

(c) A full-time year of teaching service for casual teachers is deemed to be 200 full casual days in Australian schools
Schedule 12 – Transition Arrangements for Teachers for 2012

1. **Teachers classified as Advanced Skills Teachers (AST) under previous Agreement**

   A teacher who is classified as AST under the previous Agreement will be classified as a HAT and is required to achieve the following requirements:

   (a) within three years the teacher shall achieve accreditation as a teacher in Lutheran schools; and

   (b) shall negotiate a professional development plan with the Principal by the end of the third school term after commencing service.

   If either of these requirements is not achieved within the prescribed period, the teacher will be reclassified as a PT5 from the beginning of the following year.

2. **Teachers classified as T9 Teachers under previous Agreement**

   A teacher who is classified as T9 under the previous Agreement shall be classified as a PT6 provided that the teacher has achieved the following requirements:

   (a) greater than one year FTE at T9 (now PT5); and

   (b) have achieved appropriate accreditation as a teacher in Lutheran schools, or

   (c) if the teacher has not achieved accreditation as a teacher in Lutheran schools. The teacher shall within three years the teacher achieve accreditation as a teacher in Lutheran Schools. If this requirement is not achieved, the teacher will be reclassified as a PT5 from the beginning of the following year.

3. **Teachers classified as T8 Teachers under the previous Agreement**

   A teacher who is classified as T8 under the previous Agreement shall be classified as a PT5. These teachers shall then be eligible to seek classification as PT6 in accordance with Schedule 11.
Schedule 13 – Job Share

1. Introduction

1.1 Definition

Job sharing is a voluntary arrangement in which a full-time position is divided between two employees with both having shared responsibility for the position during the life of the arrangement.

1.2 Principles

(a) Job sharing is entered into voluntarily;

(b) job-share arrangements shall be flexible and accommodate the school’s and employees’ needs; and

(c) all requests for job sharing arrangements are subject to the approval of the Principal.

2. Arrangements for Teachers

2.1 Application for Teachers

Two teachers may jointly apply to the school for the teacher’s job to be considered for job sharing.

When considering the application, the Principal will have regard to the following:

(a) whether job sharing the position is appropriate for:

(b) the efficient operation of the school;

(c) the job concerned;

(d) the particular class level and educational needs of the students;

(e) how many other positions might be affected;

(f) what process will be used to determine the teachers who will job share and under what arrangements the teachers will work, including:

(g) the days worked by each teacher;

(h) the communication process between the teacher and the relevant supervisor/s, and between the teachers themselves;

(i) division of planning and non-contact time;

(j) the expectations placed upon teachers in relation to participation in excursions and co-curricular activities where relevant;

(k) participation in parent-teacher interviews,
2.2 Appointment for Teachers

Upon appointment, each teacher will receive an individual letter of appointment from the Principal which specifies the arrangements determined in 2.1 above, and also identifies the following:

(a) the position concerned and the continuing status of that position;
(b) the fixed nature of the arrangement;
(c) the fixed term status of any replacement employee, if applicable; and
(d) the duration of the arrangement; and
(e) any circumstance in which the arrangements may be terminated before the end of the term agreed.

2.3 Alteration to Arrangements for Teachers

Where the teachers seek to amend the terms of the arrangements, the further approval of the principal is required and the teachers shall have regard to the elements contained in 2.1.

3. Arrangements for General Staff

3.1 Application for general staff

Two persons may jointly apply to the school for a general staff member’s position to be considered for job sharing.

When considering the application, the Principal will have regard to the following:

(a) whether job sharing the position is appropriate for:
(b) the efficient operation of the school;
(c) the job concerned;
(d) how many positions might be affected;
(e) what process will be used to determine the employees who will job share and under what arrangements the employees will work, including:
(f) the days worked by each employee;

(g) the communication process between the employees and the relevant supervisor/s, and between the employees themselves;

(h) attendance at staff meetings and other meetings;

(i) participation in professional development; and

(j) any other matters arising out of the job to be shared.

3.2 Appointment for General Staff

Upon appointment, each participant will receive an individual letter of appointment from the Principal which specifies the arrangements determined in Error! Reference source not found. above, and also identifies the following:

(a) the position concerned and the continuing status of that job;

(b) the fixed nature of the arrangement;

(c) the fixed term status of any replacement employee, if applicable; and

(d) the duration of the arrangement.

3.3 Alteration to Arrangements for General Staff

Where the participants seek to amend the terms of the arrangements, the further approval of the Principal is required and he/she shall have regard to the elements contained in 3.1.

4. Conditions and Entitlements

4.1 Duration

All job sharing arrangements are made for a maximum period of one school year.

4.2 Rates of pay

Payment is made in accordance with the scale of salaries prescribed in Schedule 1 and Schedule 2, based on the percentage division of the work.

4.3 Entitlements

(a) All entitlements to annual leave (where applicable), annual leave loading (where applicable), sick leave, long service leave, public holidays, superannuation and benefits provided under this Agreement are provided on a pro-rata basis.

(b) In the event that one participant is absent on sick leave and a replacement is required, the other participant may be offered the relief work. If the relief work is accepted, the participant will be paid at the ordinary hourly rate and accrue appropriate leave entitlements for those hours.
(c) In the event that the other participant refuses the offer, or is unavailable to accept the offer, a relief employee may be engaged and paid on either a short term contract or a casual basis.

(d) Long service leave, maternity/paternity/adoption leave, and/or special leave may be granted within the period of the job share arrangement. The local arrangements for applying and taking such leave continue to apply.

4.4 Calculation of Service

All work undertaken by job sharing employees counts towards incremental progression on a pro-rata basis.

4.5 Professional Development Days

Job sharing employees are expected to report for full day duty for the pupil-free days nominated for professional development activities during the school year declared by the school as requiring attendance by all employees.

All attendance required beyond the proportion that the participant’s arrangement bears to a full-time employee will be paid time.
Schedule 14 – Positions of Additional Responsibility (PAR) for Teachers

1. This Schedule 14 applies to schools with more than 100 students.

2. Teaching positions of Additional Responsibility to carry out specific duties or responsibilities shall be established by the Principal for the efficient operation of the school.

3. To establish the classification level of the position of responsibility, the Principal shall consider the importance of the following factors.
   (a) Levels of direction and supervision given to the PAR
   (b) Knowledge, skill and experience required of the PAR
   (c) Accountability and responsibilities given to the PAR
   (d) Communication and Influence the PAR will be expected to exercise
   (e) Extent of delegated authority to and decision making expected of the PAR

4. The classification of the position of responsibility in a school shall be recognised by the graduation of responsibilities which apply within the school by the assignment of specific number of leadership points. This assignment of leadership points shall be at the discretion of the Principal. Teachers appointed to a PAR will be paid a monetary allowance and time allowance in accordance with assignment of leadership points in addition to their substantive salary and workload.

5. The highly accomplished teacher is recognised for skill in the classroom and the classification has been established to recognise a career path for teachers and to encourage skilled practitioners to remain in the classroom and not seek recognition with the pursuit of PARs. Consequently the base salary for a teacher to which the leadership allowance will be

6. If a teacher relinquishes a PAR, the teacher shall be classified as a
   (a) PT6 if the teacher has achieved accreditation as a teacher in a Lutheran school
   (b) PT5 if the teacher has not achieved accreditation as a teacher in a Lutheran school
   (c) HAT if the teacher has met all the requirements for that classification

7. Prescribed Leadership Points

8. Each school will appoint employees to leadership positions in such numbers as to at least utilise prescribed leadership position points determined for that school.
   (a) The leadership points will be calculated by multiplying the number of equivalent full-time teaching staff (of all classifications) of the school by:
      • primary (T-6) 1.0
      • secondary (7-12) 1.5
(b) Prescribed leadership points will be calculated on the actual equivalent full-time teaching staff (of all Agreement classifications) of the school as at 1 February each year.

(c) Each leadership point will accrue an annual allowance in addition to substantive salary.

Refer to Schedule 1 – Salaries and Allowances – Teachers for the allowances.

(d) Each leadership point will accrue time release of no less than ½ hour per point per week.

(e) Points will be expressed as integers only, but where the prescribed leadership points are not divisible, then the total of prescribed leadership points will be increased by one to enable division.

9. Tenure

(a) Subject to other provisions of this Agreement, the minimum period of tenure of leadership position appointments will be as follows:

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<thead>
<tr>
<th>Range of Points</th>
<th>Tenure</th>
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<td>From</td>
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<td>1</td>
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<td>12</td>
<td>14</td>
</tr>
</tbody>
</table>

(b) The Principal (or employee) may, at any time during the tenure, initiate or request an appraisal. The employee is to be provided with a written report of the findings of the appraisal.

(c) An employee whose classification in a leadership position expires, and who is not reappointed, will revert to the appropriate step on his/her substantive salary prior to appointment to PAR.

(d) Should a PAR position become vacant, the next person selected to continue in the PAR will have the remainder of the tenure of the earlier person.

10. Simultaneous Appointments

(a) An employee shall not simultaneously be appointed to more than one leadership position.

(b) If the Principal assigns a person additional responsibility, then the new role will be assigned a new number of leadership points. Any alteration to the level of responsibility shall take into account any before and after assignment tenure provisions.
11. Job Descriptions

Employees appointed to a leadership position will have an agreed duty statement setting out the:

(a) classification level (ie number of leadership points).

(b) local title of the position (if applicable).

(c) salary and additional allowance to be paid.

(d) duties to be carried out.

(e) length of tenure of the position.

(f) provision of additional non-contact time (if any).

12. Exclusion of Application of Prescribed Leadership Points

The employees listed in clause 4.1 (b) of this Agreement will neither accrue nor attract leadership points.
Schedule 15—Conditions of Employment applicable to Boarding House Supervisors

1. **Application and Operation**

   (a) The terms and conditions detailed below shall apply to all boarding house supervisors:

   (b) Except as provided in paragraph (c) this Schedule 15 does not apply to kitchen staff, grounds staff, laundry staff, tuckshop staff, bus drivers, caretakers, cleaners or minor maintenance staff employed to carry out tasks at Boarding Schools.

   (c) Existing employees who are not boarding house supervisors may be engaged as boarding house supervisors in accordance with the following:

      (1) The engagement as a boarding house supervisor will be a separate and second contract of employment.

      (2) Part-time employees (either teachers or general staff who are not boarding house supervisors) in addition to their duties for which they were engaged at the school may be engaged as boarding house supervisors, subject to the limitation in paragraph (iii) below.

      (3) The engagement of part-time employees as identified in paragraph (ii) above is limited so that the total number of hours worked by the employee over a calendar year will not exceed an average of 38 hours per week for the calendar year.

      (4) The engagement of part-time employees as identified in paragraph (ii) above may be on either a part time basis or a casual basis, as agreed between the employee and the School, and in accordance with the terms and conditions of this Schedule 15.

      (5) Full time general staff may be engaged as boarding house supervisors subject to the limitation in paragraph (vi) below.

      (6) The engagement of full-time employees as identified in paragraph (v) above is limited so that the total number of hours worked by the employee over a calendar year will not exceed an average of 38 hours per week for the calendar year.

      (7) Full time teachers may only be engaged as boarding house supervisors on an ad hoc basis for small amounts of time.

      (8) The engagement of full-time teachers as identified in paragraph (vii) above is limited to additional hours which are within the requirements of reasonable additional hours as described in the National Employment Standards.

      (9) The engagement of full-time employees as identified in paragraphs (v) and (vii) will be on a casual basis, the terms and conditions of which will be in accordance with this Schedule 15.
2. **Classification of Boarding House Supervisors**

   Classification of boarding house supervisors shall be in accord with Schedule 5 – Classification Structure for General Staff of this Agreement.

3. **Types of Employment**

   (a) Full-time boarding house supervisors

   A full time boarding house supervisor is an employee who is engaged to work 38 hours per week, pursuant to clause 25.3 of this Agreement.

   (b) Part-time boarding house supervisors

   A part time boarding house supervisor is an employee who is engaged to work less than 38 hours per week pursuant to Clause 25.4 of this Agreement.

   At the time of engagement, the School shall specify in writing the fraction of full-time equivalent hours to be worked. The terms of that agreement may be varied by agreement between the school and the boarding house supervisors and any such variation shall be recorded in writing.

   Part-time boarding house supervisors shall be engaged in accordance with:

   (1) The average hours worked per week shall be calculated according to the fraction of the full-time equivalent hours for which they are employed (i.e. the total number of ordinary hours for which they are employed per year as a fraction of the 1,748 hours per year);

   (2) A part time boarding house supervisor shall be paid an hourly rate of $1/1748$ of the per annum rate for the boarding house supervisor’s classification.

   (3) The hours of work of a part time boarding house supervisor may be aggregated and averaged in a cyclic roster in accordance with clause 5 of this Schedule 15.

   (4) The actual number of hours worked each day, days of the week the boarding house supervisor will work, the number of weeks in the school year the boarding house supervisor will work and the starting and finishing times each day will be as provided in the rosters made available and administered in accordance with clause 9 of this Schedule 15.

   (c) Casual Boarding House Supervisors

   A Casual boarding house supervisor is an employee engaged as such pursuant to Clause 25.6 of the Agreement. Each casual boarding house supervisor shall be engaged as follows:

   (1) The ordinary hourly rate of pay for casual boarding house employees will be calculated in accordance with provisions of Clause 25.6 (c) and 42.2 considered together:

   \[
   \text{Hourly Rate for Causal employees} = \left( \frac{\text{Annual salary for General Staff}}{313} \right) \times \frac{12}{2} \times \frac{1}{38} \times 1.25
   \]
(2) From time to time the School may offer existing part time Boarding House Supervisors additional hours of work. Where agreed between the School and the boarding house supervisor such hours may be paid for on a casual basis in accordance with this Schedule 15.

(3) Where clause 3 (c) (2) of this Schedule 15 applies, and the boarding house supervisor works additional hours which are contiguous with existing hours, then the minimum payment in clause 25.6 (d) of this Agreement will not apply.

4. Hours of Work

(a) The ordinary hours of work shall be between 6:20 am and 10:20 pm from Sunday to Saturday.

(b) The maximum ordinary hours of work will be 38 hours per week.

(c) The ordinary hours of work may be averaged over a period of time not exceeding one year. A full time boarding house supervisor's annual roster of hours will be calculated as follows:

| Maximum Hours | 1976 | (52 weeks x 38 hours/week) |
| Less Annual Leave | 228  | (6 weeks x 38 hours/week) |
| Maximum Rostered Hours per annum | 1748 |

The school year is usually is 39 week.
The average hours worked per week is then (1748 ÷ 39) ie 44.8 hours.

A full time boarding house supervisor may be rostered to work an average of 44.8 ordinary hours per week over 39 weeks. In determining the number of rostered ordinary hours, a boarding house supervisor who is rostered to perform a ‘sleepover’ in accordance with clause 9 (a) of this Schedule 15 will be deemed to have worked an additional three (3) ordinary hours (as provided by clause 9 (a) (2) of this Schedule 15) for each ‘sleepover’ so performed.

(d) An employee will not be rostered to work more than 49 ordinary hours in any one week. In determining the number of rostered ordinary hours, a boarding house supervisor who is rostered to perform a ‘sleepover’ in accordance with clause 5.7 of this Schedule will be deemed to have worked an additional three (3) ordinary hours (as provided by clause 9 (a) (2) of this Schedule 15) for each ‘sleepover’ so performed.

(e) The ordinary hours of work shall be worked on no more than five days in any seven days (Monday to Sunday). Wherever practicable, a boarding house supervisor will receive two consecutive days off.

(f) The maximum number of ordinary hours excluding the allowance for a ‘sleepover’ which can be worked on any one day is eleven (11).

(g) The ordinary hours of work on a day excluding the allowance for ‘sleepovers’ will be worked within a span of sixteen (16) hours from initial commencing time to final ceasing time.

(h) The ordinary hours of work on any one day will be worked in no more than two periods of duty.
(i) Changes in hours of work may be negotiated and agreed between the boarding house supervisor and the School.

4 Rosters

(a) The School will produce a roster showing the normal starting and finishing times and the name of each boarding house supervisor. The roster will be distributed to each boarding house supervisor and displayed in a place conveniently accessible to all boarding house supervisors. The roster will be prepared and displayed at least 7 days before the commencement of the roster period.

(b) Any change to the roster due to unforeseen circumstances eg sickness or reduction in number of students will be displayed as soon as practical.

(c) A roster may be altered by the School by giving seven (7) days’ notice, or where mutually agreed, the roster may be altered at any time.

(d) Boarding house supervisors are to provide the School with at least eight (8) days’ notice for any special personal considerations they seek to be included in the preparation of the rosters.

5 Overtime

(a) The School may require a boarding house supervisor to work reasonable additional hours.

(b) Where a boarding house supervisor is required to work outside of, or in excess of, the ordinary hours as provided in this schedule, such hours will be paid as overtime as per clause 5 (c) of this schedule.

(c) Overtime will be paid at the rate of time and a half.

(d) By agreement with the School, a boarding house supervisor who is eligible for overtime payment may be granted time off, at a time convenient to the School, in lieu of payment for overtime worked, on a ‘time for time’ basis.

(e) Where an employee will receive time off in lieu of overtime (as provided in the clause 5 (d)), that employee will be permitted, if the employee so chooses, to access their accumulated time at least once each term.

7 Public Holidays

(a) Where boarding house supervisors are required to work on a public holiday the boarding house supervisor is entitled to be paid at the rate of 250% of their ordinary hourly rate.

(b) Notwithstanding the provisions of Clause 7 (a) of this Schedule, a boarding house supervisor may agree to receive another paid day off in lieu of the penalty payment for working on the public holiday. The actual day taken shall be by mutual agreement.

8 Provision of Meals

A boarding house supervisor who is required to be on duty during meal times will be entitled, at no cost to the boarding house supervisor, to the meal provided to the school boarding students. There will be no unpaid meal breaks.
9 General Conditions

This clause sets out the general conditions of employment for all boarding house supervisors.

(a) Sleepovers

(1) Boarding house supervisors, except for casual boarding house supervisors, are expected to do a maximum of 7 sleepovers per three-week period;

(2) For the purpose of calculating the maximum number of ordinary hours to be worked per week and per year, three (3) hours shall be included in ordinary hours of work for each sleepover performed.

(3) Sleepover time (as identified in clause 9 (a) (2) of this Schedule 15) will not be counted as ordinary hours of work for any other purpose except as allowed for in clause 9 (a) (2) of this schedule 15;

(4) Whilst sleepovers are not considered a continuation of rostered working hours, boarding house supervisors are required to respond to any issues that might arise during sleepovers to fulfil the duty of care obligations in regard to boarders and the associated sleepover facilities.

(b) Accommodation

All accommodation provided for boarding house supervisors must include adequate facilities to ensure the safety and welfare of boarding house supervisors.

(c) Medical Assistance

The School shall provide boarding house supervisors with:

(1) Access to telephone facilities for emergency use;

(2) Medical information about boarders taking medication or who are subject to allergies or other medical conditions; and

(3) Information regarding procedures for obtaining medical assistance.

10 Clauses in the Agreement not applicable to Boarding House Supervisors

The following clauses in this Agreement will not apply to boarding house supervisors:

(a) 26.3 – Breaks between Periods of Duty

(b) 27 – Shift Work – General Staff;

(c) 28 – Penalty Rates – General Staff;

(d) 29 – Overtime – General Staff other than Boarding House Supervisors;
[2012] FWAA 8458

DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Lutheran Schools Association of SA, NT & WA Inc
(AG2012/7979)

LUTHERAN SCHOOLS NT ENTERPRISE AGREEMENT 2012

Northern Territory

COMMISSIONER SIMPSON

BRISBANE, 15 OCTOBER 2012

Application for approval of the Lutheran Schools NT Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the Lutheran Schools NT Enterprise Agreement 2012 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by the Lutheran Schools Association of SA, NT & WA Inc. The agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 October 2012. The nominal expiry date of the Agreement is 31 December 2013.

COMMISSIONER

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