CATHOLIC EMPLOYING AUTHORITIES

SINGLE ENTERPRISE COLLECTIVE AGREEMENT

RELIGIOUS INSTITUTE SCHOOLS OF QUEENSLAND

2010-2012
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1 APPLICATION AND OPERATION

1.1 Title
This document shall be known as the Catholic Employing Authorities Single Enterprise Collective Agreement – Religious Institute Schools of Queensland 2010

1.2 Commencement date
1.2.1 This agreement shall operate from the date of registration with Fair Work Australia provided that where this agreement specifies an operative date then that provision shall operate from that date.

1.2.2 This agreement shall remain in force until 30 June 2012 unless otherwise agreed in terms of the provisions of the Fair Work Act 2009.

1.3 Definitions and interpretation

1.3.1 "Duty" includes all tasks related to the educational development of students and tasks concerned with the maintenance of good order and behaviour.

Such tasks include class and group teaching and instruction; conducting excursions for instruction in school curriculum during school hours; setting and correcting assignments, tests, laboratory work, and examination papers; supervision of tests and examinations conducted in connection with the school curriculum; evaluating and assessing students' work; care of laboratories and their equipment; compiling mark registers; compiling syllabuses and work books; giving written reports on students' work and progress; and supervising students detained for punishment.

In the case of resident teachers "duty" also means any supervision or other tasks in connection with the boarding establishment of the particular school required of the Resident Teacher the school authority.

1.3.2 "Teacher" means and includes any employee other than the headmaster/headmistress or principal, who is ordinarily engaged in teaching full-time or part time on the staff of a school.

The term also includes any teacher engaged in giving class instruction in physical education, commercial subjects, home science, agricultural subjects, art, music, manual training subjects or such other subjects approved by the Board of Secondary School Studies.

The term also includes Teachers who are seconded to the following organisations:
  a  Brisbane Catholic Education;
  b  The Catholic Education Offices (Dioceses of Toowoomba, Cairns, Townsville, and Rockhampton), The Queensland Catholic Education Commission;
  c  The Association of Independent Schools of Queensland; and the Queensland Studies Authority.

1.3.3 "Union" means the Independent Education Union of Australia – Queensland and Northern Territory Branch and/or any other organisation which is registered pursuant to
the Fair Work (Registered Organisations) Act 2009 and which is eligible to cover an employee to which this Agreement applies.

1.3.4 "Year of Service" for the purpose of assessing the salary payable to a Teacher shall be determined with due regard to their qualifications and years of service in a capacity equivalent to the particular category of Teacher in a school or schools to which this Agreement applies, in a school or schools controlled by Education Queensland, and such other teaching service as the employing school might recognise.

1.3.5 "Fixed Term Appointee" is defined as a Teacher or school officer appointed by the school to accommodate an identifiable short term need.

1.3.6 "Term-time employee" is a continuing employee engaged to work:

   a 38 ordinary hours per week but less than 52 weeks per annum; or
   b Less than 38 ordinary hours per week and less than 52 weeks per annum.

The term time definition in clause 1.3.6 applies to all categories of employees covered by this Agreement. Provisions for term time employees other than teachers and school officers are contained in Schedule 7.

1.3.7 “Act” means Fair Work Act 2009.

1.3.8 “Party” means, for the purposes of this Agreement, an employer, an employee or a union which is covered by this agreement.

1.4 Coverage

1.4.1 This Agreement will cover the following employers in relation to employees identified in clauses 1.4.2 and 1.4.3:

   Brigidine College Indooroopilly;
   Downlands College;
   Iona College Limited;
   Lourdes Hill College Limited;
   Mary MacKillop College Limited;
   Mount Alvernia College Limited;
   Mt St Michael’s College Limited;
   Padua College Limited;
   St Rita’s College Limited;
   St Ursula’s College Limited;
   St Ursula’s College, Toowoomba;
   Stuartholme School
   The Corporation of the Trustees of the Order of the Sisters of Mercy in Queensland;
   Trustees of Loreto Properties Association;
   Trustees of the Christian Brothers (Queensland);
   Trustees of the Marist Brothers;
   Villanova College Limited.
1.4.2 Any employee of the employers identified in clause 1.4.1 who is covered by the Educational Services (Teachers) Award 2010 and the Educational Services (Schools) General Staff Award 2010 and who is employed in a school accredited by the Non-State School Accreditation Board (NSSAB) of Queensland or its successor.

1.4.3 Any employee of the employers identified in clause 1.4.1 who is employed as a deputy principal or as an assistant in a kindergarten or pre-prep which is part of a school accredited by the NSSAB or its successor and is under the direction of the school’s Principal.

1.5 Access to the award and the National Employment Standards

The employer will ensure that a copy of this Agreement, and the NES, are readily accessible to all employees.
2 CONSULTATION AND DISPUTE RESOLUTION

2.1 Consultative arrangements

The Parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of Catholic Education. The Parties also accept that according to the authority and responsibility structure of the College/School, final decision making remains the prerogative of the Principal/Employing Authority. The Principal/Employing Authority however, in coming to decisions, is committed to the process of consultation with employees.

Consultation and advice may continue to be facilitated through existing or revised structures. These may include:

- Regular meetings of staff, middle management and committees;
- An executive committee of senior staff;
- Other committees or groups set up from time to time by the Principal for a special purpose;
- Various committees or officers appointed according to government regulation (e.g. Workplace Health and Safety).

2.1.2 An Enterprise Bargaining Consultative Committee is also an important element in the consultative structure within a College/School. It provides a mechanism to ensure that all people affected have an opportunity to participate in the implementation and monitoring of the enterprise agreement at the College/School level. Such an arrangement acknowledges the requirement for an atmosphere of mutual trust and co-operation.

2.1.3 The purpose of the School Enterprise Bargaining Consultative Committee is to:

- Provide an environment for greater two-way communication between the Employer and the employees;
- Provide advice on the priorities for the implementation of the Enterprise Agreement;
- Provide a forum in which employees participate in the implementation of the Enterprise Agreement;
- Address issues and provide advice to the college/school regarding matters arising from this Agreement;

2.1.4 The Employing Authority shall establish (or reconstitute) an Enterprise Bargaining Consultative Committee at each college/school and shall determine its charter. An allocation of time for meetings shall be determined by the employing authority having regard to clause 7.8 of this agreement. The Enterprise Bargaining Consultative Committee will reflect the staffing structure of the College/School and would generally include:

- two (2) persons appointed by the College/School Employing Authority;
- one (1) Union member elected by the IEUA-QNT College/School Chapter;
- three (3) Members, one elected from each of the following areas: teaching, school officer and other services staff.

Provided that there is at least one representative from the teaching and support staff.

When appropriate, other relevant personnel may be co-opted for input on specific issues.
2.2 Consultation regarding major workplace change

This clause is to be read in conjunction with clause 9.8 of this Agreement.

2.2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and their representative or representatives, if any.

2.2.2 Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

2.2.3 The employer will discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 2.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

2.2.4 The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 2.2.1.

2.2.5 Where an “in principle” decision is made by the employing authority to contract out work currently being done by a school employee(s), that decision will be deemed to a major change as encompassed by this clause (Clause 2.2). In such circumstances the employer will consult with the affected employee(s) and the relevant union(s) before a decision on this matter is finalised.

Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave and does not result in a school employee(s) being disadvantaged.

2.3 Procedures for Preventing and Settling Disputes

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

2.3.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

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

2.3.3 If the grievance or dispute is not resolved under clause 2.3.1, the employee or the employee's representative may refer the matter to the next higher level of management
for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee’s representative.

2.3.4 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 2.3.6.

2.3.5 If the grievance or dispute is still unresolved after discussions mentioned in clause 2.3.3, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer’s nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 2.3.3 will not result in resolution of the dispute.

2.3.6 If, after discussion between the parties, or their nominees mentioned in clause 3.2.5, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to Fair Work Australia.

2.3.7 Fair Work Australia may deal with the dispute in 2 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.

2.3.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

2.3.9 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

2.3.10 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Fair Work Australia with a view to the prompt settlement of the dispute.

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

2.3.12 So as to remove doubt, the parties record that the reference to disputes or grievances in respect to any industrial matter includes disputes or grievances in relation to whether
the employer had reasonable business grounds for refusing a request under the National Employment Standards for flexible working arrangements or an application to extend unpaid parental leave.

2.4 Agreement flexibility

2.4.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

a arrangements for when work is performed;
b allowances;
c leave loading;
d overtime rates; and
e penalty rates.

2.4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

2.4.3 The agreement between the employer and the individual employee must:

a be confined to a variation in the application of one or more of the terms listed in clause 2.4.1; and
b result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

2.4.4 The agreement between the employer and the individual employee must also:

a be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
b state each term of this agreement that the employer and the individual employee have agreed to vary;
c detail how the application of each term has been varied by agreement between the employer and the individual employee;
d detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
e state the date the agreement commences to operate.

2.4.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

2.4.6 Except as provided in clause 2.4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

2.4.7 Where an employee or an employer seeks to enter into an agreement as provided by this clause, the initiating party must provide a written proposal. Where the employer initiates the proposal and where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language and the
opportunity to seek advice and assistance, to ensure the employee understands the proposal.

2.4.8 The agreement may be terminated:

a. by the employer or the individual employee giving four weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

b. at any time, by written agreement between the employer and the individual employee.

2.4.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.
3 TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

3.1 Type of employment

3.1.1 Employees under this Agreement will be employed in one of the following categories:

a full-time employment;

b part-time employment;

c job share employment;

d casual employment;

e fixed term employment; or

f term time employment

3.2 Part-time employment – School officers and service staff

3.2.1 A part-time school officer is an employee who:

a is employed for less than 38 ordinary hours per week on the basis of 52 weeks per annum; and

b has reasonably predictable hours of work; and

c receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees covered by this Agreement.

3.2.2 At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours per week and the pattern of work required in accordance with clause 3.4 of this Agreement.

3.2.3 Any variation to the work pattern, including the normal starting and finishing times prescribed in clause 8.4.3 of this Agreement, will be in accordance with methods of altering the ordinary hours of work for full-time employees.

3.2.4 Subject to clause 8.4.3 the agreed number of ordinary hours per week may be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

3.2.5 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

3.2.6 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.

3.2.7 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

3.3 Casual Employees

3.3.1 Casual Teachers
a A casual teacher shall be employed on an intermittent basis to relieve a teacher absent from duty or to meet a short term staffing need.

b A casual teacher shall be employed for a minimum period of three (3) hours per day and a maximum period of 11 days in respect of any one engagement. There shall be a minimum payment of three (3) hours for each day so employed.

c Casual teachers will be paid for the hours they are required to work.

d Remuneration for a casual teacher shall be based on the scale of salaries prescribed in Schedule 1 (Wages and Salaries) to this Agreement and in accordance with the formula contained in clause 4.6.

e Casual teachers in Secondary Schools and will be paid for preparation and correction time at the rate of one hour for every five hours of teaching time. Casual teachers will not receive such payment in respect of the first two (2) days of any one engagement.

f For the purposes of salary increments a casual teacher shall be deemed to have completed a year of service when the aggregate amount of time paid is 1000 hours.

3.3.2 Casual School Officers

a Casual School Officers means an employee engaged and paid as such and who is employed by the hour for a maximum period of 20 working days on any one engagement.

b A casual School Officer shall be paid an hourly rate equal to 1/38th of the weekly rate for a full-time employee plus 23% with a minimum payment of 2 hours for each day’s engagement.

3.4 Contract of employment –School Officers and Service Staff

3.4.1 Each employee other than a casual employee shall be advised in writing at point of engagement and at other times when varied in accordance with this Agreement, the following:

a The nature of engagement as either full-time or such other category as provided in clause 3.1.

b If not full-time,

i the weeks the employee is to be employed, and

ii the days of the week the employee is to be employed.

c The normal starting and finishing time for each day’s employment.

d The duration of the engagement in respect of employment for a fixed period.

3.5 Fixed term contracts

3.5.1 Use of fixed term contracts – Teachers

a Fixed term positions are those identified as meeting an identifiable short term need as in (e).

b Employees whose positions are identified as continuing positions will be appointed to continuing status.
c. It is recognised that in some exceptional situations a teacher may accept appointment to a series of fixed term appointments for a series of identifiable short term needs.

d. An employer will employ an employee on a fixed term contract of employment only where the employee is appointed to cover an identifiable short term need.

e. An identifiable short term need could include:

   i. special projects;
   ii. proposed closure of a school;
   iii. short term funding;
   iv. filling the position of a specified employee who is on nominated leave from the school;
   v. filling the position of an employee arising from a resignation, where such position is declared vacant and no suitable permanent employee is available;
   vi. accommodating temporary enrolment fluctuations in a school resulting from a specific short term factor such as a population influx during the construction period of an industrial development;
   vii. providing release time for senior administration staff in a school where the relevant arrangements vary for a specific short term arrangement and consistent with clause 3.5.1 (f); and
   viii. employing a part-time teacher to address class size issues and/or enhance curriculum offerings on a short-term basis.

f. Part-time teachers, specialist teachers, graduate teachers and those providing release for senior administration will not as a matter of course be employed on a fixed term basis.

g. A fixed term contract of employment will not be used as a probationary period.

h. Where an employer employs an employee on a fixed term contract, the employer will indicate in the employee’s letter of appointment the identifiable short term need which the employee is appointed to fill. The letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

i. Except as provided in clause 3.5.1 (e) (i) a fixed term employee will not be employed for a period in excess of twelve (12) months. However, if the identifiable short-term need exists after the twelve (12) month period, a further fixed term appointment (no longer than twelve months) may be agreed between the parties. Any agreement reached between an employer and an employee as prescribed by this clause shall be in writing and signed by both parties.

   i. Where an employer receives short term funding for a specific purpose/project and that funding covers a specified period which is in excess of twelve (12) months then an employee may be appointed for that specified period of time; or

   ii. where an employee is provided with a period of maternity leave in accordance with clause 6.7.3 of this Agreement which is in excess of twelve (12) months then an employee may be appointed on a fixed term contract for that specified period of time; or
iii where an employee commences on a specified period of approved leave (paid and/or unpaid) which is in excess of twelve (12) months then an employee may be appointed on a fixed term contract for that specified period of time.

j Conversion from Fixed Term to Continuing Status

The employer will provide information to any teacher on a fixed term appointment of the procedures to be followed and the criteria used if the teacher wishes to apply for continuing status.

3.5.2 Use of fixed term contracts - school officers

a Continuity of Service

i Fixed term positions are those identified as meeting a short term need as in clause 3.5.2 (b) (ii).

ii Employees whose positions are identified as continuing positions will be appointed to continuing status.

b Fixed Term Appointment

i An employer will employ an employee on a fixed term contract of employment only where the employee is appointed to cover an identifiable short term need.

ii An identifiable short term need could include:

   A special projects;
   B proposed closure of a school;
   C short term funding;
   D filling the position of a specified employee who is on nominated leave from the school;
   E filling the position of an employee arising from a resignation, where such position is declared vacant and no suitable permanent employee is available;
   F accommodating temporary enrolment fluctuations in a school resulting from a specific short term factor such as a population influx during the construction period of an industrial development; and
   G employing a part-time school officer to address class size issues and/or enhance curriculum offerings on a short-term basis.

c Where an employer employs an employee on a fixed term contract, the employer will indicate in the employee’s letter of appointment the identifiable short term need which the employee is appointed to fill. The letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

d A fixed term contract of employment will not be used as a probationary period.

e Except as provided in clause 3.5.2 (f), a fixed term employee will not be employed for a period in excess of twelve (12) months. However, if the identifiable short-term need exists after the twelve (12) month period, a further fixed term appointment (no longer than twelve (12) months) may be agreed between the
parties. Any Agreement reached between an employer and an employee as prescribed by this clause shall be in writing and signed by both parties.

f

i Where an employer receives short term funding for a specific purpose/project and that funding covers a specified period which is in excess of twelve (12) months then an employee may be appointed for that specified period of time; or

ii where an employee is provided with a period of maternity leave in accordance with clause 6.7.3 of this Agreement which is in excess of twelve (12) months then an employee may be appointed on a fixed term contract for that specified period of time; or

iii where an employee commences on a specified period of approved leave (paid and/or unpaid) which is in excess of twelve (12) months then an employee may be appointed on a fixed term contract for that specified period of time.

g The employer will provide information to any school officer on a fixed term appointment of the procedures to be followed and the criteria used if the school officer wishes to apply for continuing status.

3.6 Termination of employment

3.6.1 Statement of employment service - Teachers

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

3.6.2 Statement of employment service – Support Staff

A school officer or service staff member, upon termination of the employee's services for any reason whatsoever, shall be provided by the employer with a certificate of employment signed and dated by the employer containing the following particulars:

a the full name and address of the employee;

b a description of position in which the employee was engaged;

c the dates on which the employee commenced and ceased employment in each of the positions;

d the address of the workplace at which the employee was so engaged;

e the classification levels in which the employee has been employed and the duration at each level since the 27 February 1995; and

f periods of leave without pay taken during the period of employment with the employer.

3.6.3 Termination by employer - full-time Teachers

a The employer shall give to a full-time Teacher at least one month's notice in writing of the termination of their services

b Employees over 45 years of age at the time of the giving of notice, and with more than 5 years' service with the employer, shall be entitled to an additional week's notice to that prescribed in clause 3.6.3(a).
c Payment in lieu of notice shall be made if the appropriate notice is not given:
  Provided that employment may be terminated by part of the period of notice
  specified and part payment in lieu thereof.

d In calculating any payment in lieu of notice the ordinary time rate of pay for the
  employee concerned shall be used.

e The period of notice in clauses 3.6.3(a) and 3.6.3(b) shall not apply in the case of
  dismissal for misconduct or other grounds that justify instant dismissal.

3.6.4 Termination by employer - part-time Teachers

a The employer shall give to part-time Teachers the following notice in writing of
  the termination of their services.
  i Less than 3 years' service - 2 weeks' notice
  ii More than 3 years but less than 5 years - 3 weeks
  iii More than 5 years - 4 weeks

b In addition to the notice in clause 3.6.4(a) employees over 45 years of age at the
  time of the giving of notice and with not less than 2 years continuous service, shall
  be entitled to an additional week's notice.

c Payment in lieu of notice shall be made if the appropriate notice is not given:

d Provided that employment may be terminated by part of the period of notice
  specified and part payment in lieu thereof.

e In calculating any payment in lieu of notice the ordinary time rate of pay for the
  employee concerned shall be used.

f The period of notice in clause 3.6.4(a) shall not apply in the case of dismissal for
  misconduct or other grounds that justify instant dismissal, or in the case of casual
  employees.

3.6.5 Termination by employer – Support Staff

a The employer will give to a school officer or service staff member, other than a
  casual employee, notice in writing of the termination of employment as follows:

b If the employee's continuous service is:
  i Not more than 3 years  2 weeks
  ii More than 3 years but not more than 5 years  3 weeks
  iii More than 5 years  4 weeks

The notice required by clause 3.6.5(b) will be increased by one week if the
  employee:
  i is over 45 years old; and
  ii has completed at least 2 years of continuous service with the employer.

Where the employer does not give the appropriate notice payment in lieu of
  notice will be made to the employee.

3.6.6 Notice of termination by employee
a The notice of termination required to be given by a teacher employee shall be the same as that required of an employer. Provided that there shall be no additional notice based on the age of the employee concerned.

b A school officer or service staff member, other than a casual employee, will give to the employer 2 weeks' notice in writing of intention to resign from the position.

c If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice. Provided that employment may be terminated by part of the period of notice specified and part withholding of wages in lieu thereof.

3.6.7 Termination payments

A termination payment to an employee shall be paid through an employee’s existing banking arrangements by no later than the date of the next full pay period after termination.

3.7 Redundancy

3.7.1 Consultation before terminations

a Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their union or unions.

b The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 3.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.

c For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

3.7.2 Transfer to lower paid duties

a Where an employee is transferred to lower paid duties for reasons set out in clause 3.7.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 3.6.

b The employer may, at the employer’s option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.

c The amounts must be worked out on the basis of:
i the ordinary working hours to be worked by the employee; and
ii the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
iii any other amounts payable under the employee's employment contract.

3.7.3 Transmission of business

a Where a business is transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:

i the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

ii the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

b In clause 3.7.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

3.7.4 Time off during notice period

a Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.7.1(a), the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The employer shall, at its discretion, provide, on request, advice and reasonable assistance to facilitate transition to new employment opportunities.

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 employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3.7.5 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 3.7.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

3.7.6 Severance pay

a In addition to the period of notice prescribed for ordinary termination in clause 3.6, and subject to further order of Fair Work Australia, an employee whose employment is terminated for reasons set out in clause 3.7.1(a), shall be entitled to the following amounts of severance pay:
### Period of Continuous Service

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay (weeks' pay)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>nil</td>
</tr>
<tr>
<td>1 year but not more than 2 years</td>
<td>4</td>
</tr>
<tr>
<td>More than 2 years but not more than 3 years</td>
<td>6</td>
</tr>
<tr>
<td>More than 3 years but not more than 4 years</td>
<td>7</td>
</tr>
<tr>
<td>More than 4 years but not more than 5 years</td>
<td>8</td>
</tr>
<tr>
<td>More than 5 years but not more than 6 years</td>
<td>9</td>
</tr>
<tr>
<td>More than 6 years but not more than 7 years</td>
<td>10</td>
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<td>More than 7 years but not more than 8 years</td>
<td>11</td>
</tr>
<tr>
<td>More than 8 years but not more than 9 years</td>
<td>12</td>
</tr>
<tr>
<td>More than 9 years but not more than 10 years</td>
<td>13</td>
</tr>
<tr>
<td>More than 10 years but not more than 11 years</td>
<td>14</td>
</tr>
<tr>
<td>More than 11 years but not more than 12 years</td>
<td>15</td>
</tr>
<tr>
<td>More than 12 years</td>
<td>16</td>
</tr>
</tbody>
</table>

'b 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

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

#### 3.7.7 Superannuation benefits

An employer may make an application to the Fair Work Australia for relief from the obligation to make severance payments in circumstances where:

- a the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- b the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy).

#### 3.7.8 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 3.7.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 3.7.9 Alternative employment

An employer, in a particular case, may make application to Fair Work Australia to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 3.7.10 Employees with less than one year’s service

Clause 3.7 shall not apply to employees with less than one year’s continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
3.7.11 Employees exempted

Clause 3.7 shall not apply:

a where employment is terminated as a consequence of misconduct on the part of the employee; or

b to employees engaged for a specific period or task(s); or

c to casual employees.

3.7.12 Employers exempted

a Subject to an order of Fair Work Australia, in a particular redundancy case, clause 3.7 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

b Fair Work Australia may amend subclause 3.7.12(a) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

c A 'company' shall be defined as:

i a company and the entities it controls; or

ii a company and its related company or related companies; or

d a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

3.7.13 Exemption where transmission of business

a The provisions of clause 3.7.6 are not applicable where a business is transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

i where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or

ii where the employee rejects an offer of employment with the transmittee:

A in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

B which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

b Fair Work Australia may amend clause 3.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.
3.8 Timely notification of resignation

3.8.1 The parties agree that employees should give as much notice as possible during school term time. The parties agree to develop and promote an agreed commentary to inform and reassure employees regarding:

a. the operation of clause 4.1.2 of this Agreement in regard to vacation leave entitlements;

b. the recognition by employing authorities that teachers will apply for various positions, and that employing authorities encourage employees to advise of their interest in, and application for, various advertised positions, and that such advice to the employing authority will not be to the employee’s detriment; and

c. minimum notice of resignation in accordance with clause 3.6 of this Agreement.
4 WAGES AND RELATED MATTERS

4.1 Salary and Allowances – Teachers

4.1.1 Salaries and allowances

a The salary increases are set out in paragraphs (i) to (iii) below:

i A salary increase of 4.5% of the applicable salary rate operative as of 30 April 2009 shall be paid from 1 May 2009.

ii A further salary increase of 4% of the applicable salary rate shall be paid from 1 July 2010.

iii A further salary increase of 4% of the applicable salary rate shall be paid from 1 July 2011.

b An additional 2.5% will be paid to positions classified as Assistant to the Principal and Deputy Principal from 1 July 2011.

c Except as provided in Clause 4.1.1(d) below, the allowances listed in Schedule 1 – Wages, Salaries and Allowances will receive the same percentage increases, from the same dates of application as detailed in clause 1. Where an allowance is determined by a formula contained in the Agreement that formula will be applicable.

d Notwithstanding the foregoing, the allowances for Positions of Added Responsibility will, from 1 July 2011, be as follows:

PAR1 – 4.7% of the rate applicable for an Experienced Teacher 4 ($140.20 per fortnight)

PAR2 – 8.235% of the rate applicable for an Experienced Teacher 4 ($245.60 per fortnight)

PAR3 – 11.77% of the rate applicable for an Experienced Teacher 4 ($351 per fortnight)

PAR4 – 15.3% of the rate applicable for an Experienced Teacher 4 ($456.40 per fortnight)

e Notwithstanding the increases described above the salary rate described for Graduate 1 will be set at $56,900 applicable from 1 July 2011.

f Notwithstanding the increases described above the applicable allowance for Experienced Teacher 6 will be set at $6,614 p.a. applicable from 1 April 2012.

g Increases shall compound over the life of the Agreement.

h The actual salaries and allowances for all classifications of teacher are set out in Schedule 1 – Wages, Salaries and Allowances.

4.1.2 Proportion of salary

a A Teacher upon appointment shall be paid as from the date upon which the Teacher commenced Duty, provided that a Teacher who has taught (or has been granted leave by the school) for each day of the school year at the particular school shall be paid as for a full calendar year. A Teacher who ceases Duty before completing 10 teaching weeks of employment shall be paid in lieu of vacation pay an amount equal to 1/12th of their ordinary pay for the period of employment.
b A Teacher who ceases Duty after at least 10 teaching weeks of employment shall be paid the proportion of the Teacher’s annual salary of that year that the Teacher’s service excluding school vacations bears to a standard school year:

Provided that such proportion of salary shall be calculated on the salary which the employee was receiving immediately before cessation of employment.

c A standard year shall be deemed for the purposes of clause 4.1.2 to be 40 weeks in a Secondary School and 42 weeks in a Primary School.

4.1.3 Salary increments

Subject to satisfactory conduct, diligence, and efficiency, a Teacher shall receive annual increments in salary according to the scale of salaries applicable until the Teacher receives the maximum salary for which the Teacher is eligible under this Agreement.

4.1.4 Overtime

a A non-Resident Teacher or a Resident Teacher required to work in excess of 30 hours per week or 40 hours per week in a Secondary School and 27.5 hours per week or 37.5 hours per week in a Primary School, as the case may be, shall be paid at the rate prescribed in Schedule 1 of this Agreement for the extra time so worked.

b Clause 4.1.4 will not apply to a Teacher where that Teacher is excluded by the provisions of a Schedule to this Agreement.

4.1.5 Experienced Teacher 5

a Eligibility - A Teacher shall be eligible for a Experienced Teacher 5 classification upon

i completion of one year’s satisfactory service on Experienced Teacher 4, and

ii Signing of an Experienced Teacher 5 Action Plan consistent with the provisions set out in Schedule 2.

b Remuneration

i An Experienced Teacher 5 shall be paid an allowance at the rate prescribed in Schedule 1 of this Agreement.

4.1.6 Moderation allowance

a A teacher who performs moderation duties and is responsible to a district moderation meeting for the assessment of a subject (or subject area) for Year 11 or 12 shall be paid an allowance as per Schedule 1 of this Agreement.

b The moderation allowance will not be paid to a teacher who is in receipt of an Academic Coordination allowance as described in Schedule 4 of this Agreement.

4.2 Wages and allowances - School Officers

4.2.1 Wages and allowances

a The wage increases are set out in paragraphs (i) to (iii) below:

i A wage increase of 4.5% (or a flat dollar increase of $34 per week, whichever is the greater) of the applicable salary rate operative as of 30 April 2009 shall be paid from 1 May 2009.
ii A further wage increase of 4% (or a flat dollar increase of $34 per week, whichever is the greater) of the applicable salary rate shall be paid from 1 May 2010.

iii A further wage increase of 4% (or a flat dollar increase of $34 per week, whichever is the greater) of the applicable salary rate shall be paid from 1 May 2011.

b Allowances listed in Schedule 1 – Wages, Salaries and Allowances will receive the same percentage increases, from the same dates of application as detailed in clause 1. Where an allowance is determined by a formula contained in the Agreement that formula will be applicable.

c Increases shall compound over the life of the Agreement.

d The actual wages and allowances for all classifications of School Officer are set out in Schedule 1 – Wages, Salaries and Allowances.

4.2.2 School Officer allowances (qualifications, specialised care and first aid)

a A school officer who has been on Level 2 Step 3 for twelve months (or 1976 hours for other than full time employees), and who holds a Certificate Level (III) qualification (or higher) which is relevant to their work, and who holds a current First Aid certificate will receive the Qualification Allowance identified in Schedule 1 – Salary, Wages and Allowances.

b A school officer who has been on Level 3 Step 4 for twelve months (or 1976 hours for other than full time employees), and who holds a Certificate Level (IV) qualification (or higher) which is relevant to their work, and who holds a current First Aid certificate will receive the Qualification Allowance identified in Schedule 1 – Salary, Wages and Allowances.

c A school officer who has been on Level 4 Step 3 for twelve months (or 1976 hours for other than full time employees), and who holds a Diploma or Associate Diploma level qualification (or higher) which is relevant to their work, and who holds a current First Aid certificate will receive the Qualification Allowance identified in Schedule 1 – Salary, Wages and Allowances.

d A school officer who has been on Level 5 Step 3 for twelve months (or 1976 hours for other than full time employees), and who holds a Degree Level qualification (or higher) which is relevant to their work, and who holds a current First Aid certificate will receive the Qualification Allowance identified in Schedule 1 – Salary, Wages and Allowances.

e A school officer will apply for the payment of the allowance prescribed in 4.2.2(a),(b),(c) or (d). Where the employee applies for the Allowance within six (6) months of the qualification being obtained the Allowance will be paid as from the date that the qualification is obtained. In other circumstances the school officer will be paid the Allowance from the date of making the application.

f A school officer who holds a current First Aid certificate and who is appointed by their employer to be a First Aid Officer will receive the First Aid Allowance identified in Schedule 1 – Salary, Wages and Allowances.

g A school officer who is designated by their employer to engage in, or assist particular students with, ongoing specialised care needs (for example, medical, manual handling and / or hygiene procedures) will receive a Specialised Care
Allowance, identified in Schedule 1 – Salary, Wages and Allowances. The Specialised Care Allowance is equivalent in value to the First Aid Allowance.

h) A school officer may receive either the Qualifications Allowance (as in clauses 4.2.2(a),(b),(c) or (d) or the First Aid Allowance (as in clause 4.2.2(f)) or the Specialised Care Allowance (as in clause 4.2.2(g)) but not more than one of these allowances.

i) The employer will reimburse enrolment fees associated with obtaining a First Aid certificate which are incurred within the twelve (12) month period immediately prior to the school officer accessing the qualification allowance in clause 4.2.2(a),(b),(c) or (d) as appropriate. The employee will contribute the time required to obtain the first aid certificate.

j) Where a Level 2, 3, 4 or 5 school officer is receiving the Qualification Allowance in accordance with this clause, the employer will pay any fees associated with maintaining the First Aid certificate. The employee will contribute the time required to maintain the First Aid certificate.

k) The provisions of clause 4.2.2(g) shall apply from the commencement of the 2010 school year.

4.2.3 Special Project Allowance

a) This clause will apply where the following criteria are met:

i) The employer requires a school officer to undertake responsibilities, or to exercise skills, at the level higher than the employee’s classified position for the purposes of undertaking a designated special project; and

ii) Such responsibilities or skills are not of such a substantive nature as to affect the classification level of the employee’s position; and

iii) The special project will be for only a fixed period of time, being at least one week, and will not be on-going or indefinite in nature.

b) Where a school officer undertakes a special project, that employee will be paid the allowance in clause 4.2.3 (c) for the duration of the designated project.

c) A school officer undertaking a designated special project will be paid a weekly allowance as per Schedule 1 of this Agreement.

d) Where the employee is required to use higher level skills or responsibilities, and such requirement fall outside of the criteria identified in clause 4.2.3 (a), then either the provisions of clause 4.2.4 (Higher Duties Allowance) will apply or the employee will be entitled to apply for a reclassification of their position in accordance with clause 8.1.2 of this Agreement, as appropriate.

4.2.4 Higher Duties Allowance

a) An employer may require a school officer to perform duties applicable to a classification higher than the employee’s current classification level on a temporary basis.

b) Where the employee performs such higher level duties for more than one week and those duties constitute a substantial portion of the employee’s duties, the employee will be paid at the first incremental point of the higher classification level for the whole period during which the duties are performed.
4.2.5 Divisional and district parities for School Officers

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by Schedule 1 for employees employed within that District:

<table>
<thead>
<tr>
<th>Divisional District</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Division, Eastern District</td>
<td>$1.05 per week</td>
</tr>
<tr>
<td>Northern Division, Western District</td>
<td>$3.25 per week</td>
</tr>
<tr>
<td>Mackay Division</td>
<td>$0.90 per week</td>
</tr>
<tr>
<td>Southern Division, Western District</td>
<td>$1.05 per week</td>
</tr>
</tbody>
</table>

4.3 Wages and allowances - Services staff

4.3.1 The wage increases are set out in paragraphs a to c below:

a. A wage increase of 4.5% (or a flat dollar increase of $34 per week, whichever is the greater) of the applicable salary rate operative as of 30 April 2009 shall be paid from 1 May 2009.

b. A further wage increase of 4% (or a flat dollar increase of $34 per week, whichever is the greater) of the applicable salary rate shall be paid from 1 May 2010.

c. A further wage increase of 4% (or a flat dollar increase of $34 per week, whichever is the greater) of the applicable salary rate shall be paid from 1 May 2011.

4.3.2 Allowances listed in Schedule 1 – Wages, Salaries and Allowances will receive the same percentage increases, from the same dates of application as detailed in clause 1. Where an allowance is determined by a formula contained in the Agreement that formula will be applicable.

4.3.3 Increases shall compound over the life of the Agreement.

4.3.4 The actual wages and allowances for all classifications of Services Staff are set out in Schedule 1 – Wages, Salaries and Allowances.

4.4 Payment of wages and salaries

An employee will be paid fortnightly by electronic funds transfer to credit an account(s) held by and/or nominated by the employee, except in circumstances where an employer elects to pay a leave period as a lump sum in advance.

4.5 Payment of wages – Part-time teachers

The hourly rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of prescribed salary for a teacher of equivalent teaching experience and academic qualification by sixty (60). Part-time teachers shall accrue a pro rata entitlement to sick leave and vacation periods based on the average weekly hours of employment.
4.6 Payment of wages – Casual teachers

A casual teacher shall be paid an hourly rate by dividing the fortnightly rate of salary prescribed by this Agreement for a teacher of equivalent teaching experience and academic qualification by sixty (60) and adding thereto a casual loading of 23%. No payment shall be made to such casual teachers for public holidays, school vacation periods or days absent from duty because of illness or any other reason.

4.7 Superannuation

4.7.1 Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993, deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the employee applies.

4.7.2 The rights and obligations in these clauses supplement those in superannuation legislation.

4.7.3 The employer will make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. As at 2010, this contribution is equal to 9% of an employee’s ordinary pay.

4.7.4 Catholic education employing authorities recognise that an increased employer contribution combined with an employee co-payment, delivers a substantial benefit to the employee’s superannuation savings.

4.7.5 In line with the parties’ commitment to quality teaching and learning and the provision of a Catholic Education that is affordable for all families, the parties agree that the maintenance of at least the current level of educational resourcing is to be maintained.

4.7.6 The parties recognise that any additional superannuation contributions from employees are a matter of employee choice within the options available. The payment to be made by employing authorities will be subsumed into any payment mandated by Superannuation Guarantee Charge legislation, if any such payment is mandated.

4.7.7 Employees shall receive a minimum level of superannuation consistent with contractual arrangements which apply in each employing authority.

4.7.8 The employing authority shall make available to all employees the following options:

a a superannuation employer option of 10.75% inclusive of the Superannuation Guarantee Contribution, with a co-payment of 3% as the minimum employee contribution; and

b a superannuation employer contribution of 11.75% inclusive of the Superannuation Guarantee Contribution, with a co-payment of 4% as the minimum employee contribution; and

c a superannuation employer contribution of 12.75% inclusive of the Superannuation Guarantee Contribution, with a co-payment of 5% as the minimum employee contribution.
Where an employee wishes to access one of the options identified in paragraphs (a), (b) or (c) above, the employee will make written application to their employer.

4.7.9 An employee’s voluntary superannuation co-payment may be before tax in accordance with the salary packaging provisions.

4.7.10 Where an employee salary sacrifices all or part of their 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 fourteen (14) days of the end of each month.

4.7.11 Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 4.7.3 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 4.7.3 and pay the amount authorised under clause 4.7.1 and 4.7.2 to one of the following superannuation funds or its successor:

- Australian Catholic Superannuation and Retirement Fund (ACSRF);
- Queensland Independent Education and Care Superannuation Trust; or
- any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

4.8 Annual leave loading

4.8.1 A Teacher who has taught (or has been granted leave by the school) for each day of the school year at the particular school shall receive an annual leave loading equivalent to 17.5% of 4 weeks' salary calculated upon the salary which such employee was receiving immediately before commencing the midsummer vacation.

4.8.2 Teacher who commences employment after the beginning of a school year and:

- has actually taught for at least 20 weeks; or
- has taught for at least a full school term and who teaches to the end of the school year,

shall be paid the proportion of the annual leave loading prescribed in clause 4.8.1 that the Teacher's service (excluding school vacations) bears to a standard school year.

4.8.3 A Teacher who resigns, having given the prescribed notice in writing, or whose services are terminated by the employer for some reason or reasons other than misconduct and who has taught for at least the full first school term shall be paid the proportion of the annual leave loading prescribed in clause 4.8.1 that the Teacher’s service (excluding school vacations) bears to a standard school year:

Provided that such loading shall be calculated upon salary which the employee was receiving immediately before cessation of employment.

4.8.4 The full amount of the abovementioned annual leave loadings shall be paid to the Teacher at the commencement of the midsummer vacation or prior date of cessation of employment.
4.8.5 A standard year shall be deemed for the purposes of clause 4.8 to be 40 weeks in a Secondary School and forty weeks in the Secondary Department of a Primary School and 42 weeks in a Primary School excluding the Secondary Department.

4.8.6 For the purposes of clause 4.8 salaries shall be regarded as including allowances prescribed by Schedule 1

*The following sub clauses do not apply to Edmund Rice Education Australia.*

4.8.7 Annual leave loading for a teacher shall be paid to an employee by one of the following methods:
   a. in employer designated pay periods in December each year, or
   b. where an employee has a salary packaging arrangement (in accordance with clause 4.14) it may be agreed that the loading be paid fortnightly in the regular pay periods.

4.8.8 Annual leave loading for an employee (other than a teacher) shall be paid by one of the following methods:
   a. at the time of taking annual leave, or
   b. where an employee has a salary packaging arrangement (in accordance with clause 4.14) it may be agreed that the loading be paid fortnightly in the regular pay periods.

4.8.9 Where an employee to whom paragraph 4.8.2(a) applies takes annual leave at the conclusion of a school year, the annual leave loading due will be paid in employer designated pay periods in December of that year.

4.9 Overpayments

4.9.1 Current employees
   a. If an employee is overpaid, the employer will have the right to recover such an overpayment.
   b. Where the employer seeks to recover such an overpayment the employer will contact the employee in writing to request that a mutually acceptable repayment schedule be agreed.
   c. In the event that a repayment schedule has not been agreed after 28 days from the date of the written request, the employer will have the right to deduct money from the employee’s ordinary wages subject to the following:
      i. any deduction shall not reduce the employee’s fortnightly wage to less than either the minimum wage, or 75 per cent of the employee’s gross fortnightly income, whichever is greater
      ii. the minimum period over which the deductions can be made is 13 pay periods, and
      iii. any deductions will be made in equal instalments in each pay period, except for the final instalment which may be less than the preceding instalments.

4.9.2 At Date of Termination
a If, at the date of termination of an employee’s services, it is clearly established and accepted by the employee that the employee owes the employer money (for example, in the case of overpayment of wages), the employer is entitled to and may withhold from monies due to the employee, as either wages or leave entitlements, an amount equivalent to the overpayment.

b Where an employee fails to give the minimum prescribed notice of resignation, the employer shall have the right to withhold monies due to the employee up to a maximum amount equal to the ordinary time rate for the period of notice, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

This sub-clause shall not apply where an earlier resignation date is mutually agreed between the employee and employer.

c The employer is also required to provide the employee payment in lieu of notice, if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.10 Termination payments  *(See clause 3.6.7)*

4.11 Annualisation of salary – term time School Officers

4.11.1 Employing authorities will offer assistance to any term time school officer employee who wishes to annualise their salaries. The assistance would include:

a advice as to the amount of wages that the employee would need to bank separately into a subsidiary account in order to provide sufficient funds for them to draw upon during on-term time, including worked examples;

b assistance with information about establishing subsidiary accounts:

c making requested payment free of charge to one subsidiary account for the purpose of enabling a term time employee to annualise their salary.

4.12 Payment of public holidays – term time employees

The following provisions shall apply to an employee who is employed on either a continuing term time basis or on successive fixed-period term-time contracts.

4.12.1 Where a public holiday falls on a day where a term time employee normally would be expected to work, then that employee shall be paid for the hours normally rostered to work for that day.

4.12.2 Employees, other than new employees, shall be paid for their normal rostered hours for any public holiday that occurs on the day before the employee’s first day of work for that term and for any public holiday that occurs on the day after the employee’s last day of work for that term if they are normally rostered to work on that day.

4.12.3 Term-time employees commencing employment with a new employing authority shall be paid from their first day of work. If the preceding day is a public holiday they will not be paid for the public holiday. Such an employee shall be paid for their normal rostered hours for any public holiday that occurs on the day after the employee’s last day of work for that term if they are normally rostered to work on that day.
4.12.4 The public holiday(s) paid in accordance with these provisions shall be included in the calculation of the employee’s length of service for all purposes.

4.12.5 For the purposes of this clause, a successive fixed-period term-time employee is one who is as defined in clauses 1.3.5 and 1.3.6 of this agreement and who is employed on two or more successive contracts with the one employing authority and has not more than three months break between such contracts.

4.12.6 Payment of Good Friday for fixed period employees

a An employee who is employed on a fixed period contract of at least six (6) weeks during term one and whose contract ceases on the day before Good Friday and who is then re-employed for a contract commencing in the first week of term two, shall be paid for Good Friday if they normally are rostered to work on a Friday. Such payment would be for their normal rostered hours.

b This provision will not apply to those employed on casual rates or those employed under clause 3.2 of this Agreement

4.13 Pay advice slips

This clause applies to Religious Institute Girls’ Schools

4.13.1 The employing authority agrees to the implementation of measures to provide all employees with details of leave accruals where the employing authority does not currently provide such details on Pay Advice Slips.

a Where information concerning the accrual of sick leave and annual leave is not currently reported on pay slips, the employing authority will respond to employee requests for this information within twenty-one (21) days of receipt of the request.

b Where the capacity to report on these accruals currently does not exist, the employing authority will work towards achieving this capacity within the life of the Agreement.

c Employees who currently receive such information on Pay Advice Slips shall continue to be provided with such information on Pay Advice Slips.

d Employing authorities will advise employees when they are eligible for Long Service Leave. They will respond to requests from employees for an assessment of current long service leave accrual within twenty-one (21) days of receipt of the request.

This clause applies to Religious Institute Boys’ Schools

4.13.2 The employing authority will provide information twice annually regarding annual leave and sick leave accruals where employees so request.

a Where information concerning the accrual of sick leave and annual leave is not currently reported on pay slips, the employing authority will provide the information on employee request within twenty-one (21) days excluding the end-of-year vacation period.

b Where the capacity to record these accruals on pay slips currently does not exist, the employing authority will work towards achieving this capacity within the life of the Agreement. The employing authority will advise an employee when they are eligible for Long Service Leave. It will provide information, on request from an
employee, in a statement of current Long Service Leave accruals, within twenty-one (21) days excluding the end-of-year vacation period.

4.14 Salary packaging

4.14.1 The employing authority agrees to the implementation of salary packaging for components other than superannuation. Administrative guidelines will be made available to all employees.

a  The following clause applies to the Religious Institute Boys’ Schools

Components that may be subject to salary packaging arrangements shall be specified by the employing authority and may include, but are not limited to: mobile phones; laptop computers; self education expenses; motor vehicles; childcare expenses; work related equipment; accident or income protection insurance premiums; technical journal subscriptions; uniforms; protective clothing; union fees or professional association fees. The employing authority shall notify in writing those items which may be included in the salary package.

b  The following clause applies to the Religious Institute Girls’ Schools

i  The employing authority agrees to the implementation of salary packaging for components other than superannuation. Administrative guidelines will be developed by the employing authority and made available to all employees.

ii Components which may be subject to salary packaging arrangements will be determined in consultation with employees and will be at the employing authority’s discretion.

iii Where agreement is reached between the employer and the employee, salary packaging arrangements may be made between the individual employee and the employer and shall be recorded in writing.

iv Where such an agreement is reached, the employee’s total salary shall be reduced by an amount equivalent to that agreed between the employer and employee plus any relevant tax liability including fringe benefits tax incurred by the employer.

v The employee’s salary used to calculate superannuation contributions, leave loading, long service leave, severance and termination payment entitlements, will be the gross base salary as per Schedule 1 – Salary, Wages and Allowances of this Agreement the employee would receive if not taking part in the salary packaging arrangement.

vi The maximum amount allowable for salary packaging purposes shall be in accordance with the provisions of the Australian Taxation Office.

vii Salary packaging arrangements may be altered once per annum.

viii The employing authority reserves the right to outsource the administration of salary packaging arrangements to a provider appointed by the employing authority. The employing authority will meet the cost associated with the transmission of approved funds to the service provider. The costs of administration will be borne by the employee in regard to their own package.

ix Where the employing authority determines that it will internally administer the salary packaging, the costs borne by the employee will be consistent
with the costs of administering the elements in the package and will be consistent with that which would be charged by an outsourcer for an equivalent package.

4.14.2 Salary Package into Superannuation Funds

Employees shall be permitted to elect to salary package into an approved superannuation fund, subject to compliance with superannuation legislation. Where the Employing Authority and individual employee agree an additional contribution may be made into a complying superannuation fund within the range of funds offered by the Employing Authority. This Agreement shall be subject to the following provisos:

a the fund(s) comply with the provisions of the *Superannuation Industry (Supervision) Act* 1993;

b the nominated fund is to be within the range of funds nominated by the Employing Authority but in any event no fund shall be a personal fund;

c the implementation of any such arrangements shall be at the discretion of the Employing Authority;

d the contribution shall be expressed as a dollar amount;

e such salary packaging arrangements shall be available to all employees with the exception of casual employees and those employed on fixed term contracts for less than a school year;

f the funds shall accept electronic funds transfer;

g any arrangements as set out in this clause shall be at the employee’s request;

h the terms of the arrangement shall be committed to writing and signed by the Employing Authority and the employee;

i a copy of the signed agreement shall be held by the Employing Authority and a copy provided to the employee;

j this arrangement may be altered only once per annum;

k The Employing Authority shall apply a total employment cost (TEC) approach to make payments under the Salary Packaging Agreement.

The Employee’s TEC will be the sum of the base salary, leave loadings, locality allowances where they apply and superannuation contributions being met by the Employing Authority.

The parties acknowledge that within the limits prescribed in this clause the implementation of any salary packaging arrangement shall be at the discretion of the Employing Authority.

Notwithstanding the foregoing, the costs of administration of salary packaging for the purpose of superannuation only shall be met by the employing authority.
5 HOURS OF WORK AND RELATED MATTERS

5.1 Ordinary hours of work

5.1.1 Hours of work conditions applying to teachers are listed at clause 7.8 of this Agreement

5.1.2 Hours of work conditions applying to school officers are listed at clause 8.4 of this Agreement

5.1.3 Hours of work conditions applying to boarding school and college employees – south-eastern division are listed in Schedule 12 of this Agreement

5.1.4 Hours of work conditions applying to boarding school and college employees – excluding south-eastern division are listed in Schedule 13 of this Agreement

5.1.5 Hours of work conditions applying to other service staff are listed in the relevant schedule of this Agreement

5.2 Breaks

5.2.1 Tea break – Teachers

a Full time teachers are entitled to a paid tea break of ten (10) minutes duration per day, which will be included as part of their ordinary hours. Where it is impracticable to take the tea break on a daily basis the break may be averaged over a one week period.

b Part-time and casual teachers will be entitled to the tea break as provided in clause 5.2.1(a) only where the tea break occurs during a period of paid employment for the employee.

5.2.2 Rest pauses – School Officers and Service Staff

a Full-time employees shall receive a paid rest pause of 10 minutes' duration in the first half and the second half of each day worked.

b Employees other than full-time who work a minimum of 4 consecutive ordinary hours but no more than 6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work in excess of 6 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

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

d Notwithstanding the foregoing, where the employer and the employees agree the rest pauses may be combined.

5.2.3 Meal break – Teachers

a Teachers are entitled to an unpaid meal break of at least thirty (30) continuous minutes duration per day.

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 (thirty (30) minutes) may be achieved through consultation with teachers, provided that:
i all teachers receive a minimum continuous meal break of twenty (20) minutes per day; and
ii total period for meal breaks is no less than 150 minutes per teacher per week. This cannot be averaged over a longer period.

c Where teachers in specialist roles are required to perform duties throughout the course of scheduled meal breaks, a meal break of at least thirty (30) minutes shall be provided at an alternative time determined by agreement between the Principal and individual teachers.

5.2.4 Meal break – School Officers and Service Staff

a An employee shall be entitled to an unpaid meal break of not less than half an hour and not more than one hour per working day.
6 LEAVE

6.1 Annual leave – Teachers
The NES provide that an employee (other than a shift worker) is entitled to four weeks annual leave. This leave will be deemed to be taken, in the case of an employee whose employment with the employer 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 employer and the employee.

6.2 Annual leave - School Officers and Service Staff

6.2.1 Entitlements

a Full-time, part-time and fixed period employees, covered by this Agreement shall, at the end of each year of employment, be entitled to annual leave with pay as set out hereunder.

b The accrual rate of annual leave for full-time employees shall be 152 hours per annum (i.e. 4 weeks annual leave per annum on a 38 hour week basis).

c Part-time, term-time and fixed period employees shall at the end of each school year be entitled to annual leave calculated as follows:

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

e Annual leave shall be taken by all employees during school vacation periods unless otherwise agreed between the employer and employee.

f If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

g An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, is not entitled to any further annual leave at the end of that year of employment.

h An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

6.2.2 Calculation of annual leave pay

a In respect to annual leave entitlements to which clause 6.2 applies, annual leave pay (including any proportionate payments) shall comprise:

i The employee's ordinary wage rate as prescribed by this Agreement for the period of the annual leave; and

ii A further amount calculated at the rate of 17.5% of the amounts referred to in clause 6.2.2(a)(i).

b Clause 6.2.2(a) shall not apply to:

i any period or periods of leave exceeding 4 weeks per annum in any other case.

ii employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

6.2.3 Termination (employees other than casuals)

a If any employee shall be dismissed by the employer or voluntarily leave employment after any leave shall have become due, and without such leave having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with clause 6.2.2.

b If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of ordinary pay for the period of employment calculated in accordance with clause 6.2.2.
c If any such leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year for a period not exceeding 2 years.

6.3 Long service leave

This clause is to be read in conjunction with Schedule 22 – Long Service Leave.

6.3.1 Accrual of Long Service Leave

a Teaching staff shall accrue long service leave at the rate of 1.3 weeks per year of continuous service in accordance with the provisions of Schedule 22 – Long Service Leave.

b Other staff shall accrue long service leave at the rate of 1.3 weeks per year of continuous service from 1 January 1995.

6.3.2 Access to long service leave

a Employees are entitled to access their accrued long service leave after completing seven (7) years of continuous service. An employee is entitled to access subsequent leave, where that employee has an entitlement of four (4) weeks or more. All applications for leave will be in accordance with the provisions for taking of such leave.

b An employee who has completed at least seven (7) years of continuous service is entitled to a proportionate payment for long service leave on the termination of the employee’s service.

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

i In some clearly identified and demonstrated exceptional circumstances an employer may approve an application for a period less than four (4) weeks, but not less than one (1) week.

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

iii Non-teaching term time employees may access accrued long service leave during periods of unpaid leave, including school vacations.

d Except where provided in clause 6.3.2(c)(i), an employee will make an application to take long service leave by giving at least twenty (20) weeks’ notice prior to the commencement of the period of leave for which application is made.

e Where the period of leave applied for is in accordance with clause 6.3.2(c)(i) above the employer will provide the employer with notice as soon as practicable. Such notice will normally be provided not less than four (4) weeks prior to the proposed date for the commencement of the leave.

6.3.3 Any period of long service leave taken by an employee is exclusive of any public holiday(s), and/or paid vacation periods.

6.3.4

a An employee may request to have a period of long service leave re-credited and sick leave used for a period of illness whilst on long service leave.

b An employee is entitled to have the period of long service leave re-credited where the period of illness is one calendar week (seven days) or more and the request is accompanied by a medical certificate.

6.3.5 When an employee has a period of long service leave re-credited (as provided in clause 6.3.4 (a)) the actual period of absence from work will not normally be extended.

6.3.6 The employer will consider the particular circumstances of applications for periods of leave without pay to be taken in conjunction with long service leave. Such applications will be considered in conjunction with existing guidelines for leave without pay.

6.3.7 Long Service Leave at Half Pay
a Accrued Long Service Leave (LSL) may be accessed at half pay, in accordance with
clause 6.3.2 (above). In such circumstances the employee will be entitled to
double the period of leave which would otherwise be applicable.
b The period of LSL at half pay will be paid for at half the rate which would have
been applicable if the employee was not accessing LSL at half pay.
c Where an employee accesses LSL at half pay that employee will accrue all leave
entitlements on a pro rata basis.
d Where an employee accesses long service leave at half pay and where a salary
packaging agreement exists, this agreement will be honoured or renegotiated.
Any associated costs will be borne by the employee consistent with current salary
packaging arrangements.
e A period of LSL at half pay will be exclusive of Public Holidays. A Public Holiday
occurring during a period of LSL at half pay, and which falls on a day on which the
subject employee would otherwise work, will be paid for at half the rate which
would have been applicable if the employee was not accessing LSL at half pay.
f Where an employee on a period of LSL at half pay becomes ill during such period,
the provisions of clause 6.3.4 will apply, except that the:
   i period of Sick Leave will be paid for at half the rate which would have been
      applicable if the employee was not accessing LSL at half pay;
   ii quantum of LSL re-credited to the employee will be half that which would have
      been applicable if the employee was not accessing LSL at half pay; and
   iii quantum of Sick Leave debited from the employee’s sick leave account will
      be half that which would have been applicable if the employee was not
      accessing LSL at half pay.
g The provisions of this clause (clause 6.3.7(g)) will apply to teachers who access a
period of LSL at half pay.
   i A period of LSL at half pay will be exclusive of school vacations.
   ii School vacations (except for the Christmas vacation) which are within a period
      of LSL at half pay will be paid for at half the rate which would have been
      applicable if the employee was not accessing LSL at half pay.
   iii School vacations (except for the Christmas vacation) which are contiguous
      with a period of LSL at half pay will be paid for at the rate which would have
      been applicable if the employee was not accessing LSL at half pay.
   iv Where a teacher accesses a period of LSL at half pay which is wholly within
      one calendar year (as defined in paragraph (v) below), that employee will be
      paid a sum for the Christmas vacation calculated in accordance with the
      following formula:

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

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

For the purposes of this clause, “Calendar year” will be defined in one of two ways, depending on the method of employing teachers used by a particular employing authority. Where an employing authority employs teachers from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (iv) and (vi). Where an employing authority employs teachers from the beginning of term one to the day before the beginning of term one in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraphs (iv) and (vi).

vi Where a teacher accesses a period of LSL at half pay and that period extends across two calendar years (as defined in paragraph (v)), that employee will be paid in accordance with this paragraph (paragraph (vi)). For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (iv). All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.

6.3.8 Portability of Long Service Leave

a Long Service Leave accruals with Catholic education employing authorities from 1 January 2004 shall be portable for school officers and services staff provided that:
 i all continuous service with the employee’s employer as at 1 January 2004 shall be portable for the purpose of Long Service Leave accrual; and
 ii all continuous service, from 1 January 1994, with a Catholic education employing authority shall be portable for the purpose of Long Service Leave accrual; and
 iii there must be continuity of service between Catholic education employing authorities.

6.4 Sick leave

6.4.1 Sick leave accrual

a Full time employees are entitled to sick leave accrual at the rate of ten (10) days per year.

b Sick leave is accumulated at one (1) day for every 5.2 weeks worked.

c Part-time or term-time employees are entitled to sick leave on a pro rata basis.

6.4.2 Evidence supporting a claim

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

6.4.3 Portability of Sick Leave

a There will be portability of sick leave among all Catholic education employing authorities within Queensland conditional upon the following.

 i All sick leave accruing after 12 January 2004 will be portable; and
 ii There must be continuity of service between Catholic education employing authorities.

6.5 Health check leave

The importance of employees maintaining healthy lifestyles and seeking regular health check-ups is recognised.
6.5.1 Employees with forty (40) or more days of accumulated sick leave shall be entitled to use one (1) day per annum of the accumulated sick leave to obtain medical advice and/or treatment of a preventative nature.

6.5.2 The employee shall, where practicable, give the employing authority two (2) weeks’ notice prior to taking health check leave.

6.6 **Special responsibility leave**

This clause is to be read in conjunction of the provisions of the Family Leave Schedule 9.

6.6.1 Access to Leave – Care and Support

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support may access up to ten (10) days paid leave per annum to provide care and or support for such persons when they are ill. This leave shall be taken as Special Responsibility Leave and deducted from accrued sick leave in accordance with the provisions for Carer’s Leave detailed in Schedule 9 – Family Leave.

6.6.2 Access to Leave – Emotional Recovery

   a An employee may access up to ten (10) days paid leave for periods of their emotional recovery following a traumatic event such as the death of either a member of their immediate family or members of their household. This leave shall be taken as special responsibility leave and deducted from accrued sick leave.

   b An employing authority may request a doctor’s certificate indicating the nature of the illness or confirming the need for emotional recovery.

   c The employer will consider the particular circumstances associated with any further application for special responsibility leave beyond the provisions of clauses 6.6.1, 6.6.2 and 6.9. Any additional paid leave may be deducted from accrued sick leave.

   d In accordance with the Family Leave provisions (Schedule 9), special responsibility leave may be accessed as leave without pay or other types of leave. Any request will be based on the particular circumstances and will be applied for and considered in accordance with the relevant provisions for such leave.

6.7 **Parental leave**

6.7.1 This clause must be read with reference to the provisions of the Family Leave - Schedule 9 of this Agreement.

6.7.2 Paid Maternity or Adoption Leave – Continuing Employees

   a All female employees engaged on a continuing contract of employment shall be entitled to fourteen (14) weeks paid maternity leave on full pay or, if they are the primary care giver, fourteen (14) weeks paid adoption leave on full pay.

   b All male employees engaged on a continuing contract of employment will be entitled to fourteen (14) weeks paid adoption leave on full pay where that employee will be the primary care giver for the child.

   c The period of paid maternity leave or paid adoption leave will be the period of) fourteen (14) weeks immediately following the date of commencement of leave.

   d This period of paid leave, prescribed in clauses 6.7.2 (a), (b), and (c) will be exclusive of any paid school vacation period and inclusive of public holidays which may fall during the leave.

   e The Federal Government’s paid parental leave scheme, implemented consistent with the legislation, shall not diminish the provisions of this clause.
Superannuation, and all other employee entitlements, continue to accrue during the employer-funded part of an employee’s period of paid parental leave referred to in clause 6.7.2 (a) and (b) above.

As described in clause 6.7.3 below, employees may access leave without pay in accordance with provisions of the Family Leave Schedule (Schedule 9). The period of paid maternity/adoption leave will be included as part of the leave an employee is entitled to access in accordance with clause 6.7.3.

6.7.3 Unpaid Parental Leave

Employees are entitled to leave without pay in accordance with the provisions of the Family Leave Schedule 9.

In accordance with clause S9.1.14 of Schedule 9 – Family Leave, an employee and employer may agree that the employee interrupt the period of unpaid parental leave by returning to work for the employer, whether on a full-time, part-time or casual basis. Notwithstanding the above, the total period of parental leave cannot be extended beyond the maximum possible end date permitted under legislation, as a result of the mutually agreed period of return to work.

6.7.4 Paid Maternity or Adoption Leave – Fixed Term Employees

a Fixed period employees will also be eligible for paid maternity leave or paid adoption leave on the same basis as continuing employees.

b Where the employee’s contract comes to an end before the expiration of the period of paid maternity leave or paid adoption leave, the employee will be entitled to receive payment only up until the conclusion of the fixed term contract.

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

6.7.5 Paid Spousal (Paternity) Leave

a Employees shall be entitled to ten (10) days leave in connection with the birth or adoption of child/children for whom the employee will have responsibility:

i This leave is a separate entitlement to the special responsibility leave provisions of the Family Leave Schedule 9 and shall not be deducted from the employee’s accrued sick leave.

ii Subject to clause 6.7.5 (a) (iii), the period of leave nominated by the employee will be taken within one month of the confinement or adoption.

iii This period of leave will be exclusive of any paid school vacation period and inclusive of public holidays which may fall during the leave.

iv An employee will not be required to provide a medical certificate to support such leave.

v Employees who are the primary care givers and have accessed paid adoption leave in accordance with clause 6.7.2 (b) are not eligible for paid spousal (paternity) leave.

b In addition to the provision at clause 6.7.5 (a), an employee will be entitled to five (5) days spousal leave in connection with the birth or adoption of child/children for whom the employee will have responsibility.

i This leave is to enable the employee to attend to medical/agency appointments or to care for ill members of the immediate family.

ii Such leave shall be deducted from the employee’s accrued sick leave.
iii An employing authority may request a doctor’s certificate indicating the nature of the illness or other confirmation of medical/agency appointments.

The provisions contained in clauses 6.7.2, 6.7.3 and 6.7.5 (a) are effective from 7 September 2009.

6.8 Bereavement leave

All employees are entitled to access bereavement leave in accordance with the provisions of Schedule 9 - Family Leave.

6.9 Access to leave – Terminally Ill Member of Household

6.9.1 Employees are entitled to access paid leave of up to fifteen (15) days per annum to care for or support a household member who is terminally ill. This fifteen (15) day entitlement comprises the ten (10) days entitlement contained in the Family Leave Schedule 9 plus a further five (5) days. Such leave shall be deducted from the employee’s sick leave accrual.

6.9.2 A further three (3) months of unpaid leave can be accessed by the employee to continue such care and support if necessary.

6.9.3 An employing authority may request a doctor’s certificate indicating the terminal nature of the illness.

6.10 Emergency and natural disaster leave

6.10.1 The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.

6.10.2 Employees will assist with keeping schools open to support students, families and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in clause 6.10.3 or are otherwise on approved leave. Subject to clause 6.10.3 employees may be asked to assist with preparing for a reopening of a damaged school.

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

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

6.10.4 Access to the leave as in clause 6.10.3 will be coordinated by the employing authority and/or principal.

6.10.5 The employing authority and/or principal will make every effort to clarify contact and communication procedures to be used at times of emergencies.
6.10.6 The employing authority may consider additional paid leave in exceptional circumstances or where an employee is affected by more than one disaster or emergency in any year.

6.10.7 Leave for Attendance at Emergencies

   a An employee who is a member of the State Emergency Service, voluntary member of a local fire fighting unit, members of a Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer or St John Ambulance Volunteer shall be granted paid leave when called out for emergencies, to fight local fires or where an emergency situation or state of disaster has been declared under the Public Safety Preservation Act 1986 (Queensland) or the Disaster Management Act 2003 (Queensland).

   b Paid leave is not available for training purposes, however unpaid leave may be granted at the employing authority’s discretion.

6.11 Defence Force Reserve leave

6.11.1 Teachers

   a Teachers who are members of the Defence Force Reserve may access leave with pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of 10 calendar days during term time each school year.

   b In addition to the above, a further 14 calendar days leave with pay may be accessed during term time in a teacher’s first year of reserve service, where attendance at recruitment or initial training is required.

The teacher is required to forward to the employing authority any monies or allowances paid by the Defence Force for their attendance at camps, courses or other training whilst on periods of leave with pay during term time, where additional staffing costs have been incurred by the employer to cover their absence.

The teacher shall not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.

   c Wherever possible, the teacher should schedule their attendance at Defence Force Reserve activities during school vacation periods.

In this case, the teacher is not required to reimburse the employing authority any monies or allowances paid by the Defence Force for their attendance.

   d Any further teacher absence due to Defence Force Reserve Leave activities in term time will be approved as leave without pay and any monies or allowances paid by the Defence Force shall be retained by the employee.

6.11.2 School Officers and Service Staff

   a School officers and service staff who are members of the Defence Force Reserve may access leave with pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of 10 calendar days each school year.

   b In addition to the above, a further 14 calendar days leave with pay may be accessed in an employee’s first year of reserve service, where attendance at recruitment or initial training is required.

   c The school officer or service staff member is required to forward to the employing authority any monies or allowances paid by the Defence Force for their attendance at camps, courses or other training whilst on periods of leave with pay, where additional staffing costs have been incurred by the employer to cover their absence.
d The employee shall not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.

e Wherever possible, the school officer or service staff member should schedule their attendance at Defence Force Reserve activities during annual leave. In this case, the employee is not required to reimburse the employing authority any monies or allowances paid by the Defence Force for their attendance.

f Any further absence due to Defence Force Reserve Leave activities will be approved as leave without pay and any monies or allowances paid by the Defence Force shall be retained by the employee.

6.12 Cultural leave

6.12.1 The Catholic education employing authorities recognise the unique status that Aborigines and Torres Strait Islanders hold within Australian society. In recognition of this status Aborigines and Torres Strait Islander employees may apply for leave from the workplace for cultural reasons.

6.12.2 Such applications will be considered within the normal leave provisions, guidelines and application procedures.

6.12.3 Employees may apply for leave to which they may be entitled e.g. annual leave, bereavement leave, authorised accrued time leave or may elect to apply for unpaid leave.

6.12.4 The employer must not unreasonably refuse the leave.

6.12.5 In considering the employee’s request for leave, the employer must consider at least the following:

   a. the employer’s capacity to reorganise work arrangements to accommodate the employee’s request;
   b. the impact of the employee’s absence on the delivery of customer service;
   c. the particular circumstances of the employee; and
   d. the impact of a refusal on the employee, including the employee’s ability to balance his or her work and family responsibilities.

6.12.6 The employee must, if practicable, give the employer:

   a. reasonable notice of the intention to take cultural leave before taking the leave and
   b. the reason for taking the leave; and
   c. the period that the employee estimates the employee will be absent.

6.12.7 If it is not practicable for the employee to give the notice before taking the leave, the employee must give the employer notice of the matters in clause 6.12.6(b) and (c) at the first opportunity.

6.12.8 It is declared that leave provided under this section is a welfare measure for the purposes of the Queensland Anti-Discrimination Act 1991, section 104.

6.12.9 In clause 6.12:

   employee means an employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony.

6.13 Extended unpaid leave

6.13.1 An employee may apply to access extended unpaid leave on the following basis:

   a. at least six (6) months notice is given in all but exceptional circumstances;
   b. at least three (3) years continuous service has been completed prior to the intended commencement of each period of leave; and
   c. the period of leave sought is a maximum of 12 months duration.

6.13.2 A subsequent application for consecutive unpaid leave may also be considered, in special circumstances.
6.13.3 Approval of extended unpaid leave applications are granted at the employer’s discretion.

6.14 Union education leave

6.14.1 The following clause applies to all Religious Institute schools except Edmund Rice Education Australia.

a The Employer recognises the value of Employees gaining a better understanding of industrial relations within the Employer’s operations, and in particular, a better understanding of the industrial instruments and industrial issues impinging upon the working life of Employees.

The employer acknowledges the responsibility on employees to maintain a high level of professional knowledge and practice available from various sources.

b As part of the College’s Professional Development Program and consistent with the professional development guidelines, an Employee shall be entitled to apply for leave to attend courses and seminars conducted by Organising Works, ACTU, IEUA-QNT which are of an industrial nature.

c Consistent with the College’s professional development guidelines, the Employer shall not reasonably withhold approval to attend such courses.

6.14.2 The following clause applies to Edmund Rice Education Australia.

a Upon written application, endorsed by the relevant Union, and giving the Employer at least one (1) month’s notice, an Employee shall be granted up to three (3) working days leave (non-cumulative) on ordinary pay to attend courses and seminars conducted by:

i Organising Works;
ii ACTU;
iii IEUA-QNT; or
iv Specific Union Training courses of an industrial nature approved by the Union.

For the purposes of these provisions “ordinary pay” shall mean the ordinary fortnightly or weekly rate paid exclusive of any allowance for travelling time and fares.

b The granting of leave specified in (1) above shall be subject to the following conditions:

i The Employee must have at least two (2) years uninterrupted service with the Employer prior to the date of granting leave.

ii The maximum number of Employees from any one work area granted leave at the same time shall be as follows:

   Up to 30 Employees.......................... 1
   More than 30 Employees..................... 2

   Provided that where the Employer has more than one place of employment in Queensland, then the formula shall apply to the number of Employees employed in or from each place of employment.

iii The granting of leave shall be subject to the reasonable convenience of the Employer so that the operations of the college will not be unduly affected.

iv No Employee shall be granted leave exceeding the duration of the course.

v No Employee shall be entitled to be granted a second or subsequent period of leave prior to the expiration of a period of three years from the date of commencement of the last period of leave granted.
The scope, content and level of the course or seminar shall be such as to contribute to a better understanding of industrial relations within the Employer’s operations, and in particular, a better understanding of the industrial instruments and industrial issues impinging upon the working life of the Employee.

The Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangement are instituted to cover the absence of the Employee.

Such paid leave granted under this provision shall not affect any other leave granted to an Employee under a relevant industrial instrument.

6.15 Union development leave

An employee may request leave without pay for a minimum of four (4) weeks and a maximum of up to two (2) terms for union training and development.

a During this leave, the union will be this person’s employer and the union will be responsible for the payment of the person’s salary. Accruals of leave for the person shall continue during a union leave of absence and provision for the costs of such accruals shall be included in a payment to the employing authority. The Catholic education employing authority will maintain the employee’s continuity of employment. Upon completion of the leave of absence, the employee will return to his/her former position.

b Such leave will be at the discretion of the employing authority. Normally, there will be at least three (3) months’ notice given, in order to secure such leave. The impact on the school, its students and staffing profile will be taken into account in the granting of such leave. The employing authority will not unreasonably withhold approval of such leave.

c The employing authority will identify any reasonable consequential location, advertising or other expense arising from the granting of union development leave and the union will meet the costs where agreed.

d The following provision applies to Religious Institute Girls’ Schools only.

An employee will not be eligible to apply for union development leave more than once every two (2) years.

e The following provision applies to Religious Institute Boys’ Schools only.

Union development leave is available to not more than one employee (for EREA employees, four (4) employees, including one (1) from a school outside the Brisbane metropolitan area) during the life of this Agreement.

6.16 Public holidays

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

6.16.2 All work done by any employee on:

a the 1st January;

b the 26th January;

c Good Friday;

d Easter Saturday (the day after Good Friday); Easter Monday;

e the 25th April (Anzac Day);

f The Birthday of the Sovereign;

g Christmas Day;

h Boxing Day; or
any day appointed under the Holidays Act 1983, to be kept in place of any such holiday.

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

6.16.3 Double time and a-half
For the purposes of clause 6.16, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

6.16.5 Notwithstanding any other provision of clause 6.16 when an employee works on a public holiday such employee shall be paid at the rate prescribed by clause 6.16 for the particular holiday or by agreement between the employee and the employer may be paid at the ordinary rate and given a day off in lieu thereof within 28 days of the holiday occurring:
Provided that if an employee subsequently works on the day in lieu of the deferred public holiday, such employee shall be paid in accordance with the other provisions of clause 6.16.2.
7 CONDITIONS APPLYING TO TEACHERS

7.1 Classification

7.1.1 Teachers shall be classified according to the following table:

<table>
<thead>
<tr>
<th>Band 1 (3 year trained teachers)</th>
<th>Step 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Step 2</td>
</tr>
<tr>
<td></td>
<td>Step 3</td>
</tr>
<tr>
<td></td>
<td>Step 4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Band 2 (4 year trained teachers)</th>
<th>Graduate 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Graduate 2</td>
</tr>
<tr>
<td></td>
<td>Proficient 1</td>
</tr>
<tr>
<td></td>
<td>Proficient 2</td>
</tr>
<tr>
<td></td>
<td>Proficient 3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Band 3 (4 year trained teachers)</th>
<th>Experienced 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Experienced 2</td>
</tr>
<tr>
<td></td>
<td>Experienced 3</td>
</tr>
<tr>
<td></td>
<td>Experienced 4</td>
</tr>
</tbody>
</table>

7.1.2 Incremental Progression

a Except as otherwise provided by this Agreement, progression from one salary step to a higher salary step shall be by annual increment to Experienced 4.

b Except as otherwise provided by this Agreement, a 3 Year trained Teacher shall have access to Band 3 and shall complete 2 years service on Experienced 1, 2 and 3 before progression to Experienced 4.

7.1.3 Progression - Additional qualifications

a A 3 Year trained Teacher who successfully completes further tertiary study to achieve the status of 4 Year trained Teacher shall as from 1 January or 1 July whichever is the first following such completion upon production of satisfactory evidence thereof have the appropriate salary step in clause 7.1.1 determined according to the following table:

<table>
<thead>
<tr>
<th>Salary Step clause 7.1.1</th>
<th>Salary Step clause 7.1.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band 1 Step 1</td>
<td>Graduate 1</td>
</tr>
<tr>
<td>Band 1 Step 2</td>
<td>Graduate 2</td>
</tr>
<tr>
<td>Band 1 Step 3</td>
<td>Proficient 1</td>
</tr>
<tr>
<td>Band 1 Step 4</td>
<td>Proficient 2</td>
</tr>
</tbody>
</table>

b The arrangements contained in clause 7.1.3 shall not alter the date at which a Teacher progresses to the next salary step on the scale where applicable.

7.1.4 Progression - Professional Development

a Notwithstanding the provisions of clause 7.1.2, a 3 Year trained Teacher may apply for progression by annual increments through Band 3 subject to the following conditions:

i completion of at least 12 months service on Proficient 3;

ii participation in 150 hours of accredited professional development activities undertaken no earlier than 1 January 1990 to be achieved at an annual average rate of not less than 30 hours (5 days) and to be undertaken outside the hours engaged in teaching; and
iii provision of a statement outlining the knowledge and skills acquired through participation in professional development.

b Applications for progression shall be made through the Principal of the school and be subject to assessment and recommendation to the school authority by a panel consisting of—
   i a representative of the School Authority;
   ii a representative of the Teacher seeking progression;
   iii a representative jointly agreed to.

c Applications shall include—
   i certification of participation in accredited professional development activities by activity providers;
   ii a brief statement on a standard agreed, outlining the additional knowledge and skills acquired and their application in the Teacher's work.

d No Teacher shall be required to undergo classroom or other inspection for the purposes of certification.

e The review panel shall make a recommendation to the employing authority as to whether in its opinion the Teacher has satisfied the eligibility criteria in clause 7.1.5.

f A Teacher shall retain all rights under the *Fair Work Act 2009* as amended or replaced from time to time.

g A Teacher who is certified as having satisfied the requirements contained in clause 7.1.5 (a) shall be entitled to progress to the next step in Band 3 from the date of application or on the completion of 12 months' service on their current step which shall be no lower than Experienced 1 whichever is the later and shall progress thereafter by annual increments to the maximum salary of Band 3.

7.1.5 Four (4) Year Trained Teachers
   a *Four Year Trained Teachers* means a person appointed as a Teacher who holds an approved degree from a recognised tertiary education institution or an approved equivalent tertiary qualification plus at least one year of Teacher education or such other qualifications recognised by the employer as equivalent to one year of Teacher education.

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

7.1.7 Review
   a Any anomalies which may arise from the application of the above classification clauses shall in the first instance be the subject of negotiation between the relevant parties.
   b Where an agreement cannot be reached on the rectification of an anomaly, the matter will be processed through the grievance and dispute settling procedure in clause 2.3 of this Agreement.

7.2 Recognition of prior non teaching service and experience – Teachers

*This clause applies to all teachers and applicants for the position of teacher.*

7.2.1 In accordance with this clause a teacher, or applicant for the position of teacher, may apply to have prior non-teaching service and experience recognised for the purposes of salary classification. Full time and part-time service and/or experience can be recognised.

7.2.2 Where an existing employee successfully makes application for the recognition of prior non-teaching service in accordance with this clause, they will be paid at the adjusted rate.

7.2.3 Any application for recognition of prior non-teaching service and experience must be made in accordance with clause 7.4 of this Agreement (Timely Notification of Qualifications and Experience).

7.2.4 A teacher or applicant for the position of teacher may seek recognition for multiple categories of prior non-teaching employment in one application.
7.2.5 Applications for recognition of previous non-teaching service and experience should relate to employment in an area/s relevant to their current teaching role. Recognition will be given only to employment that ceased in the five (5) year period prior to the date of appointment.

7.2.6 The five (5) year limitation in clause 7.2.5 may be extended by the employer where special circumstances are demonstrated by the teacher or applicant.

7.2.7 The relevance of the prior non-teaching experience must be demonstrated by the employee and accepted by the employer as being applicable to the current teaching role.

7.2.8 For the purposes of this clause any prior non-teaching service as an apprentice or trainee will not be recognised as relevant prior service.

7.2.9 Should prior non-teaching service and experience be recognised for salary classification purposes, any such recognised service will count on the basis of thirty-three percent (33%).

7.3 Recognition of additional qualifications prior to commencing teaching career

7.3.1 This clause is to grant an extra salary classification level (i.e. commence on Graduate 2) if the proposed employee has attained more than one degree or a degree plus an honours year. These studies must be additional to the required teacher qualification study.

7.3.2 A teacher must have completed the specified additional qualifications prior to, or within the initial twelve (12) months, of commencing employment as a teacher to be eligible to the classified at Graduate 2 in accordance with this clause. The increment date for teachers who complete the required qualifications after commencement of duty will be 12 months (full time equivalent) from the date of the completed additional qualification.

7.3.3 Bachelor, Honours, Master and Doctoral degrees awarded by recognised universities will be recognised for the purpose of this clause.

7.3.4 Graduate teachers who possess the following combinations of qualifications are eligible to receive salary at the rate prescribed for Graduate 2.
   a Bachelor degree and honours year plus teacher qualification study.
   b Two (2) approved degrees plus teacher qualification study.

7.3.5 A four (4) year combined degree, from a recognised university, that has a minimum requirement of eight (8) semesters at that university’s standard full-time workload will satisfy the requirements for classification at Graduate 1 on appointment.

7.3.6 Only a combined degree, from a recognised university, that has a minimum requirement of ten (10) semesters at that university’s standard full-time workload for that combined degree will satisfy the requirements for classification at Graduate 2 on appointment.

7.3.7 The following scenarios are provided for the purpose of examples of the qualifications and classification levels assigned:
   a Qualifications that would attract the classification level of Graduate 1:
      i Bachelor of Arts/Bachelor of Education (4 year combined degree)
      ii Bachelor of Economics + Masters of Teaching
      iii Bachelor of Education.
   b Qualifications that would attract the classification level of Graduate 2:
      i Bachelor of Economics + Graduate Diploma of Education + Masters of Teaching
      ii Bachelor of Arts + Graduate Diploma of Education + Masters of Education
      iii Bachelor of Commerce + Bachelor of Commerce (Honours) + Graduate Diploma of Education
      iv Bachelor of Arts + Bachelor of Arts (Honours) + Bachelor of Education
      v Bachelor of Education + Honours year
      vi Bachelor of Education/Bachelor of Psychology (5 year combined degree).

7.4 Timely notification of qualifications and experience

It is imperative that employees provide, in a timely manner, documentary evidence of qualifications and experience which will enable an employer to identify the appropriate salary for an employee. An employee shall be paid at the rate of pay consistent with information provided until further supporting documentary evidence is provided to the employer.

7.4.1 Timely Notification of Gaining Qualifications
a Teachers will provide their employer with timely written advice along with documentary evidence of any changes to their professional qualifications which would bring about adjustment to the teacher’s classification. If a teacher does provide within six (6) months such written advice and documentary evidence of having met the requirements for being awarded the qualification then payment for the variation will be effective from the date of meeting these requirements.

b If a teacher does not provide within the timeline outlined above documentary evidence of having met the requirements for being awarded the qualification then the payment for the variation will be from the date of receipt of the documentary evidence from the teacher.

c Documentary evidence must be an original or certified copy of an original document.

7.4.2 Timely Notification of Previous Relevant Service

a Employees will provide their employer with timely written advice along with supporting documentary evidence of relevant employment service which would be relevant to determining the employee’s rate of pay.

b If an employee does provide supporting documentary evidence regarding previous relevant service within six (6) months of commencement of service with the employer, payment for the adjustment will be effective from the date of commencement with the employer.

c If an employee does not provide supporting documentary evidence regarding relevant service within six (6) months of commencement then any payment relating to that service will be applied from the date of receipt of notification from the employee.

d Supporting documentary evidence of previous relevant service should include statements of service. A statement of service from each previous employer(s) should be provided. A statement of service is normally the appropriate proof of prior service and satisfies the criteria at clause 7.4.3 below.

e A statutory declaration may be submitted in lieu of a statement of service in instances where an individual is unable to obtain the necessary documentation from a previous employer. For instance, a school and its records may no longer exist or exist in an area of civil disturbance or natural disaster. A statutory declaration may be submitted only after the employer is satisfied that the employee has exhausted all reasonable avenues to obtain a statement of service. Where a statutory declaration is accepted it should satisfy the criteria at clause 7.4.3 below. The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.

7.4.3 Statement of Service

The statement of service should:

a be an original or certified copy of an original document;

b be provided on the official letterhead of the Authority responsible for the school or institution and it must be signed and dated by the employer or an authorised person;

c specify the position held;

d specify the period of employment;

e specify the exact nature of the employment e.g. full-time, part-time, casual, etc. and provide a detailed description of the teaching or other relevant duties performed;

f detail whether the employment was part-time – and if so the number of hours worked per week or their full-time equivalent, or the total number of hours paid for the total period of employment;

g detail whether the employment was casual – and if so the total number of hours paid for the total period of employment;

h indicate any periods of unpaid leave that were taken; and

i specify whether any leave without pay was taken and the period when this leave without pay occurred. If no periods of leave without pay were taken, the statement must show that ‘no leave without pay was taken’.

7.4.4 Duty to notify

All new employees will be given at the time of appointment a document detailing the requirements with regards to timely notification of gaining qualifications and timely notification of previous relevant service.
7.5  Senior Administration and positions of added responsibility

7.5.1  Schedule 4 shall apply to Senior Administration Positions and Positions of Added Responsibility.

7.5.2  Positions of Added Responsibility (PAR) Structure – Review

a  A Joint Working Party will be established by 29 October 2010 to review and make recommendations on structures and operational provisions for Positions of Added Responsibility (PAR).

b  The Joint Working Party shall be comprised of:
   i  not more than ten representatives including industrial advisors;
   ii  equal numbers of representatives of both the employing authorities and employees; and
   iii  employee representatives shall be determined by IEUA-QNT

c  The Joint Working Party shall produce a report which makes recommendations regarding:
   i  The basis of the overall resource provisions for PAR and its allocation at a school level.
   ii  Contemporary PAR structures and operational provisions consistent with the operational needs of the school/employing authority in regard to pastoral, academic and any other positions of added responsibility -
      A  Structures for primary, secondary (including 7-12) and P-10 / P-12 schools;
      B  Appropriate payment and release time structures and levels within the established quantum of resources;
      C  Appointment, tenure, renewal and termination provisions;
      D  Appropriate role statements and selection criteria consistent with the structures; and
      E  The impact of existing structures and contractual arrangements on any recommendations, structures and provisions, including recommendations for transitional arrangements.

The recommendations shall take account of best practice, developments in other sectors and emerging contexts such as the National Professional Standards for Teachers and National Curriculum and Assessment, and be consistent with relevant industrial provisions.

d  While the focus of this review is Positions of Added Responsibility, Positions of Senior Administration may be considered in relation to their interaction with PARs, but will not be subject of specific recommendation.

e  The Joint Working Party will provide a report no later than 31 October 2011.

f  Any recommendations arising from this review shall be subject to consideration by the parties and each party reserves its position on any matter.

7.6  Appointment Process – Senior Administration and Positions of Added Responsibility

7.6.1  The parties recognise that teaching and learning outcomes may be well supported by Catholic schools’ ability to attract and retain quality teaching staff in promotional positions.

7.6.2  As a minimum, the fundamental principles forming a transparent appointment process shall include:

a  advertisement of promotional position vacancies to existing staff;

b  opportunity to provide written response to key selection criteria;

c  interview of short listed applicants; and

d  in circumstances where an existing employee is unsuccessful in application for a vacant promotional position, the employee may request employer feedback on aspects of their written application and/or interview performance.

7.6.3  This clause does not apply:

a  where appointments are made for the remainder of the PAR triennium, or

b  where appointments are made to other acting positions, or

c  where there is redeployment of current staff following school closure or other special circumstance.

7.7  Support for graduate teachers

7.7.1  Induction

An induction program shall be implemented for all employees and shall include as a minimum:

a  provision of a duty statement;

b  identification of lines of support;
c provision of materials relevant to the ethos and mission of the system/school;
d provision of documents relevant to the system / school policy and procedures;
e provision of clear guidance in terms of curriculum expectation and implementation;
f provision of documentation and training consistent with workplace health and safety
requirements specific to the duties undertaken by the employee;
g provision of information relevant to union coverage and benefits; and
h provision of information relevant to superannuation entitlements and options.

7.7.2 New Graduate Teachers

a Employers recognise the challenges for newly employed graduate teachers as they begin their
teaching career. They are committed to the appropriate induction and support for new
graduate teachers to assist them with the continuing development of their knowledge, skills
and attitudes.

b Provisionally registered teachers shall have access to a clear process to assist them in meeting
the requirements for full registration. Access to this process should be open to all new
graduate teachers, whether employed on a full time, part time, fixed term or casual basis.

c The following support shall be provided to graduates in the first year of employment:
   i An initial induction and orientation of new school workplace, in accordance with sub-clause
       7.7.1 above;
   ii A formal induction program, including appropriate professional development support
       should any weaknesses become apparent or are otherwise identified by the new graduate;
   iii Additional release time to enable the graduate teacher to undertake activities such as:
       A observation of exemplary teaching practice;
       B joint and structured planning;
       C mentoring meetings; and
       D professional development.

d Additional time release during paid work time shall be provided for any designated mentor/s to
provide effective mentoring. This time release will take various forms depending on school
operational needs.

e The employing authority/principal may also provide:
   i assistance by members of the school leadership:
      A working with graduate in class
      B support and advice with access to teaching resources, program and lesson preparation,
      and
   ii assistance by other experienced teachers, and
   iii a collegial work group for planning and discussion of suitable pedagogies

f The support offered to new graduates will normally be discussed and outlined as part of the
initial school-level induction and orientation program.

7.7.3 Notification of employment details

a All employees will be provided with written advice prior to the commencement of their
engagement setting out the:
   i nature of their employment (i.e. full-time, part-time, term-time, casual, fixed-term etc);
   ii date of commencement of duties; and
   iii job title and a short description of the duties required.

b As soon as is practicable, the following additional details will be provided on the employee’s
pay advice:
   i classification level and, where appropriate, the incremental step; and
   ii rate of wages to be paid.

7.8 Hours of duty

7.8.1 Secondary Schools
The ordinary hours of Duty for Teachers in Secondary Schools and in the Secondary Department of
Primary Schools shall not exceed 30 per week of which, in the case of non-Resident Teachers, not
more than one-third shall be performed before 9 a.m. and after 5 p.m.

7.8.2 Primary Schools
The ordinary hours of Duty for Teachers in Primary Schools shall not exceed 27 1/2 per week.
b Teachers shall be on Duty 15 minutes before the morning assembly and shall remain on Duty until the time of dismissal of the school for the day.
c Principals may assign to members of their staff duties requiring their attendance until a time not later than 30 minutes after the time of dismissal of the school for the day:
Provided that such duties shall be allocated, when practicable, on a roster basis.

7.8.3 Notwithstanding the above, the provisions of Schedule 5 of this Agreement – Hours of Duty shall apply.

7.8.4 **Resident Teachers**
Notwithstanding the provisions of clauses 7.8.1 and 7.8.2 a Resident Teacher who is engaged as a full-time Teacher in the same school to which the boarding establishment is attached may be required to spend no more than 10 hours per week in resident duties as herein defined. These hours of duty shall be in exchange for the Resident Teacher's board and residence.

a By mutual agreement between the employee and the school authority the hours of resident duty of Resident Teachers may be averaged over one term.

7.9 **Itinerant specialist teachers – primary**

7.9.1 Itinerant specialist teachers employed by an employing authority will be engaged under the provisions of this Agreement including the provisions regarding paid and unpaid breaks of clause SS.9 of Schedule 5 Hours of Duty.

7.9.2 In the allocation of duties under this Agreement, the employer agrees to take into account the itinerant nature of the role. The parties are committed to the fair and reasonable application of the Agreement.

7.9.3 Travel time is included in paid time. When travelling from the base school to the circuit school and vice versa, travel time is taken to include the time reasonably required to transport lesson resource material to and from the car and the classroom and to set up and pack up these materials.

7.9.4 Travel time is recognised as that time a teacher spends travelling between the various schools in their circuit and is not inclusive of travel between their residence and their base school.

7.9.5 Where a teacher travels directly from home to a circuit school other than their base school to commence their duties, the travel time, which is included in paid time, is recognised as that time which would have been taken to travel from the base school to the circuit school.

7.9.6 Where an employee is required to use their car, kilometric allowance shall be payable. The rates payable shall be in accordance with the employing authority's administrative guidelines.

7.9.7 Any grievance arising from the above provisions is to be addressed through the procedures contained in clause 2.3 of this Agreement.

7.10 **Class sizes**

It is recognised that class size has implications for the work of teachers and as such pertains to the employment relationship.

The parties acknowledge that the achievement of educational outcomes for students is influenced by a wide range of factors including student ability, educational programs, pedagogy, resources, time on task, the quality of classroom interactions and relationships and parental attitudes and support. Over the life of the Agreement the employing authority will continue to implement strategies that support teachers with the provision of quality educational programs and sound teaching practices so as to provide students with opportunities to achieve optimal educational outcomes.

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

7.10.1 The employing authority will continue to:

a give consideration to individual staff preferences, expertise and experience in their allocation of classes

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

7.10.2 Targets for class sizes
7.10.3 The following targets for class sizes will inform a principal’s decision about class sizes and resource allocation. They will assist with maintaining a focus on class size and resourcing as important elements to be considered in relation to student learning, teacher workload and the financial management of schools.
   i Years P – 3, 11 and 12 25-28 students
   ii Year 4 – 10 28-30 students

7.10.4 In emergent circumstances, where there is the possibility of class sizes in excess of these targets, the class arrangements shall be the subject of a timely and consultative process with staff affected in accordance with the consultative principles contained in this Agreement to establish appropriate measures to ameliorate any identified negative impact on student learning and/or teacher workload.

7.10.5 The final decision about class sizes and the allocation of classes to teachers is the responsibility of the employing authority/principal.

7.11 Vocational education
7.11.1 Where an employee incurs expenses whilst undertaking their professional duties such expenses will be reimbursed to the employee upon presentation of a receipt, invoice or telephone log. Such expenses may include such items as home telephone use, vehicle expenses, resource provision and training.
7.11.2 Where teachers are required to undertake industry placement to gain or maintain accreditation to deliver vocational competencies, such placement will occur where possible during normal hours of duty. Where the professional development can be scheduled only outside of school time, the principal shall negotiate with the teacher prior to undertaking the relevant industry placement, arrangements which may include additional release time, timetable adjustments, time-in-lieu provision, adjustments to supervisions and release from other duties.
7.11.3 Costs associated with the industry placement will be met by the school.

7.12 Teaching resources
The employer shall provide access to such textbooks, computer hardware and/or software as the Principal considers necessary for curriculum delivery, support or management. All such equipment shall remain the property of the school.

7.13 Co-curricular Activities
7.13.1 This provision applies to all Religious Institute Girls’ Schools.
   a The parties recognise that a wide variety of co-curricular activities contribute to the mission and ethos of the school and may enhance the holistic development of the student. Therefore, an organised co-curricular program is provided.
   b Teachers contribute to the ethos and mission of the school by accepting the performance of co-curricular activities which are an integral part of the total school curriculum. The Employing Authority seeks to formalise more equitable practices in relation to co-curricular activities. It is the Employing Authority's view that such practices may generally involve participation in at least two co-curricular activities during each year.
   c Co-curricular activities shall be considered to include supervision of school sports, clubs within the school, cadet training and other like duties.
d Co-curricular activities thus defined shall continue to be performed on an honorary and voluntary basis.

e A schedule of the current recognised elements of the school’s co-curricula shall be developed at each school using those mechanisms outlined in clause 2.31 hereof. The parties acknowledge that members of staff are actively involved in maintaining the schedule.

f Where variation to the schedule is contemplated, any such variation shall be by the agreement of those parties affected using those mechanisms outlined in clause 2.1 of this Agreement.

7.13.2 This provision applies to all Religious Institute Boys’ Schools.

a The parties recognise that a wide variety of co-curricular activities contribute to the mission and ethos of the College and may enhance the holistic development of the student. Therefore, an organised co-curricular program is provided.

b Teachers contribute to the ethos and mission of the College by accepting the performance of co-curricular activities which are an integral part of the total college curriculum. It is the Employing Authority’s view that there may generally be participation by teaching staff in at least two (2) co-curricular activities during each year.

c Co-curricular activities shall be considered to include supervision of school sports, clubs within the school, cadet training and other like duties.

d Co-Curricular activities thus defined shall continue to be performed on an honorary and voluntary basis.

7.14 Non-contact time - primary schools

7.14.1 This provision applies to Padua College, Iona College, Villanova College, Marist College and All Hallows School.

a The employing authority will provide for primary full time school teachers, two hours of non-contact time per working week, aggregated as necessary for periods within one school term, to carry out educational planning and preparation and other tasks reflective of school renewal plans.

b Part-time teachers, engaged for seven (7) hours or more per week, will receive non-contact time equivalent to time which reflects the proportion the hours the engagement bears to full-time contact hours.

7.14.2 This provision applies to Downlands College and EREA.

a Teachers in primary colleges and primary departments of a secondary college, shall be entitled to two (2) hours per week aggregated as necessary for periods of up to one school term.

b Non-contact time shall constitute “duty” as defined in Schedule 5 Hours of Duty.

c The allocation of non-contact time shall be negotiated at the college level in advance of the commencement of each term and committed to writing, provided that the minimum block of release time shall not be less than 30 minutes for a full time Employee.

d Part-time teachers, engaged for seven (7) hours or more per week, will receive non-contact time equivalent to time which reflects the proportion the hours the engagement bears to full time contact hours.

7.15 Part-Time Teachers

7.15.1 The following provision applies to all RI schools except All Hallows.

a The hourly rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of prescribed salary for a teacher of equivalent teaching experience and academic qualification by 60. Part-time teachers shall accrue a pro rata entitlement to sick leave and vacation periods based on the average weekly hours of employment.

b No existing employee will have the basis of his/her employment changed unless the change is agreed to by the employee.

c A part-time teacher in secondary schools and in secondary departments of primary schools shall be allowed time for corrections, assessments or evaluations at the school not less than at the rate of one (1) hour for every five (5) hours of teaching time. This time shall be paid at the appropriate part-time rate.

d No part-time teacher or job share teacher shall be employed in a school or schools operated by the employing authority for more than an aggregate of twenty four (24) hours per week. Such
time shall be inclusive of face to face teaching, pastoral care, sporting activities which form part of the programmed school day and other duties as described by the Hours of Duty Schedule 5 of this Agreement.

e Part-time teachers may be required to undertake the relevant proportion of supervision duties in paid non-contact time (as provided in clause S5.3.2 of the Hours of Duty Schedule 5 of this Agreement). Any hours requested and worked in excess of the proportionate amount will be paid for, at the applicable hourly rate.

f Payment for the hours of duty for which a part-time teacher is engaged includes payment for the proportionate amount of other duties as provided in clause S5.3.3 of the Hours of Duty Schedule 5 of this Agreement.

g Details of the contact time, non-contact time and other duties will be advised to the part-time teachers at the commencement of the school year.

h Throughout the year and in accordance with the provision for additional hours in clause S5.10 of Schedule 5 a part-time teacher may be requested to undertake additional hours for special activities duties in accordance with the following schedule:
   i Teacher engaged for 20-24 hours part-time per week – 2 hours per term
   ii Teacher engaged for 15-19 hours part-time per week – 1½ hours per term
   iii Teacher engaged for 10-14 hours part-time per week – 1 hour per term
   iv Teacher engaged for 5-9 hours part-time per week – ½ hour per term
   v Teacher engaged for less than 5 hours per week – nil

   These hours may be required on a per term basis, or may be aggregated over a semester (a semester being either terms one and two, or terms three and four). Such hours will be advised to the teacher at the commencement of the term or semester, as the case may be.

i If a continuing part-time teacher is requested to undertake additional hours in excess of the provisions of 7.15.1(e) and/or 7.15.1(h) they will be paid at the employee's specified hourly rate.

j The provisions of clause 7.1.2 of this Agreement shall apply to part-time teachers: Provided that a part-time teacher shall be deemed to have completed a year of service, for the purpose of this clause and this clause only when the aggregate amount of time paid in respect of work performed is 1,000 hours.

k Payment shall also be made at the prescribed rate to a part-time teacher whose class or classes are not available unless notice of the unavailability of such classes has been given to the part-time teacher on the preceding school day.

7.15.2 The following provision applies to the Corporation of the Trustees of the Order the Sisters of Mercy in Queensland (All Hallows’ School).

a The hourly rate of payment for part-time teachers shall be calculated by dividing the fortnightly rate of prescribed salary for a teacher of equivalent teaching experience and academic qualification by 60. Part-time teachers shall accrue a pro rata entitlement to sick leave and vacation periods based on the average weekly hours of employment.

b No existing employee will have the basis of his/her employment changed unless the change is agreed to by the employee.

c A part-time teacher shall be allowed time for corrections, assessments or evaluations at the school not less than at the rate of one (1) hour for every five (5) hours of teaching time. This time shall be paid at the appropriate part-time rate.

d No part-time teacher or job share teacher shall be employed for more than an aggregate of twenty-four (24) hours per week. Such time shall be inclusive of face to face teaching, pastoral care, sporting activities which form part of the programmed school day, preparation and correction and other duties which includes: movement between classes; preparation and correction programmed in the school day additional to that provided for in clause 7.15(c); class/playground/transport etc. supervision; staff meetings; educational activities associated with the programmed curriculum; parent/teacher consultations which form part of the school's programmed reporting to parents; attendance at school for the required time before the commencement of classes; school worship; supervision or covers periods.

e Notwithstanding clause 7.15(d) the maximum number of contact hours (face to face teaching) for a part-time teacher will be:
i eighteen (18) hours per week in secondary;
ii nineteen (19) hours per week in primary; and
iii twenty-two (22) hours per week for a Specialist Primary Teacher.

f Details of the contact time, non-contact time and other duties will be advised to the part-time teachers at the commencement of the school year.

g If a continuing part-time teacher is requested to undertake additional hours in excess of the provisions of clauses 7.15(e) and/or 7.15(f) they will be paid for such additional hours at the employee’s specified hourly rate.

h The provisions of clause 4.1.3 (Salary Increments) of this Agreement shall apply to part-time teachers. Provided that a part-time teacher shall be deemed to have completed a year of service, for the purpose of this clause and this clause only when the aggregate amount of time paid in respect of work performed is 1,000 hours.

i Payment shall also be made at the prescribed rate to a part-time teacher whose class or classes are not available unless notice of the unavailability of such classes has been given to the part-time teacher on the preceding school day.

7.16 Safe work practices

7.16.1 Employing authorities acknowledge that Health and Safety issues, especially in relation to duty of care are important. As schools provide various activities and instruction for students, situations requiring risk assessments may arise.

7.16.2 Employing authorities are committed to their administrative guidelines relating to risk management for hazardous situations. The guidelines will include clear advice on the need for detailed risk assessment prior to undertaking instructional activities outside of the school. A risk assessment will be informed by reference to resources such as Education Queensland’s Risk Management Assessment of Excursion venue and/or Activities and similar manuals from other educational authorities, sporting and outdoor education bodies and current legal and insurance advice. Decisions about the ratio of supervisors to students shall be made at the school level.

7.16.3 Employing authorities will endeavour to ensure that their employees are familiar with and adhere to these procedures when planning out-of-class activities, where student safety may be of special concern.

7.16.4 Where an employee forms the view that the supervision level determined by the employing authority is insufficient to meet duty of care considerations then the employee may notify a dispute under clause 2.3 of this Agreement and the provisions of clause 2.3 will apply.

7.16.5 Employing authorities reaffirm their commitment to Workplace Health and Safety and the need to provide appropriate supervision. This is best attended to within the context of each situation and the activity to be undertaken.

7.16.6 A supervisor shall be either a teacher suitably qualified for the activity or where not required by the provisions of the Education (Queensland College of Teachers) Act 2005 an adult person who is suitably qualified and has the direct authority of the employing authority to undertake the activity and associated supervision.
8 CONDITIONS APPLYING TO SUPPORT STAFF

8.1 Classification of School Officers

8.1.1 An employer shall determine the classification of a position through the following process.

a An analysis is to be undertaken to establish the skills and responsibilities required for each identified position and a position description written for each position.

b Each position is classified by reference to the classification criteria set out in clause 8.1.4 using the position description developed in accordance with clause 8.1.1(a).

c Employees are appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on years of service.

8.1.2 If at any time an employee or an employer considers that the skills and responsibilities as required by the employer for a position have altered or do not reflect the classification determined, a review of the classification applicable to the position is to be undertaken in accordance with clause 8.1.1 and an appropriate classification determined. However, except in exceptional circumstances such as a change in the skill and/or responsibility required, or a change in the conditions under which the work is performed, no employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12-month period.

8.1.3 Where a disagreement arises as to the outcome of a classification review, it will be dealt with under the grievance procedure contained in clause 2.3 of this Agreement. At any meeting specified in clause 2.3 the person who made the decision about the classification review shall, wherever possible participate.

8.1.4 Classification criteria

a Classification criteria are guidelines to determine the appropriate classification level and consist of characteristics and typical duties and skills.

b The characteristics are the principal guide to classification as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The characteristics of a level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated characteristics should not be used to justify the classification of a position.

c The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They reflect the competencies of a particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill or many of them depending on the particular work allocated to them. Typical duties/skills should not be used as the primary determinant in classifying employees but may be useful if the characteristics of a level cannot be easily applied in an individual instance.

8.1.5 Some of the Characteristics have been included in the Typical Skills/Duties at each level. Where there is inconsistency between the Characteristics and the Typical Skills/Duties, the Characteristics will prevail over the Typical Skills/Duties.

a The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics, read as a whole, of the position.

b It should be noted that some typical duties/skills appear at one level only while others appear at more than one level. Because of this, the classification or reclassification of a position needs to be done by reference to the specific characteristics of the level. As an example, because an employee may be utilising a skill comprehended at a higher level than that to which the employee has been appointed, the employee assumes the level of initiative, accountability/responsibility, skill and competency envisaged by the characteristics of the higher level.

8.1.6 Positions of all School Officers will be classified according to Schedule 8.
8.2  Incremental advancement
  8.2.1  Each level of the structure has varying pay steps which provide for yearly service increments within a level. Such increments are payable subject to satisfactory performance but will not be unreasonably withheld by the employer without due process.
  8.2.2  For the purposes of establishing the entitlement of an employee to a yearly pay increment a year's service shall constitute 1796 hours of duty.
  8.2.3  Progression from one level to a higher level is either by appointment to such higher level as a result of vacancy at that level or the employer requiring an employee to perform at a higher level in accordance with the classification criteria set out in clause 8.1.4.
  8.2.4  An employee may be appointed to a higher level without having progressed through all paypoints within a lower level.

8.3  Recognition of service – School Officers
  This clause is to be used to determine the incremental step in the classification level in accordance with clauses 8.1 and 8.2.
  8.3.1  Recognition of years of service for incremental purposes will include all previous service as a school officer within non-governmental schools at or above the classification level of the position to which the employee is appointed.
  8.3.2  An employee may make application for recognition of previous service other than as a school officer in a non-governmental school. The recognition of this other service will be based upon demonstrated relevance to the work of the position to which the employee has been appointed.
  8.3.3  The provision of documentary evidence of previous employment as a school officer will be the responsibility of the employee.
  8.3.4  Only service in the ten (10) years prior to the date of application will be considered for recognition.
  8.3.5  Timely Notification of Previous Relevant Service
    a  Employees will provide their employer with timely written advice along with supporting documentary evidence of relevant employment service which would be relevant to determining the employee’s rate of pay.
    b  If an employee does provide supporting documentary evidence regarding previous relevant service within six (6) months of commencement of service with the employer, payment for the adjustment will be effective from the date of commencement with the employer.
    c  If an employee does not provide supporting documentary evidence regarding relevant service within six (6) months of commencement then any payment relating to that service will be applied from the date of receipt of notification from the employee.
    d  Supporting documentary evidence of previous relevant service should include statements of service. A Statement of Service from each previous employer(s) should be provided. A Statement of Service is normally the appropriate proof of prior service and satisfies the criteria at clause 8.3.6 below.
    e  A statutory declaration may be submitted in lieu of a Statement of Service in instances where an individual is unable to obtain the necessary documentation from a previous employer. For instance, a school and its records may no longer exist or exist in an area of civil disturbance or natural disaster. A statutory declaration may be submitted only after the employer is satisfied that the employee has exhausted all reasonable avenues to obtain a Statement of Service. Where a statutory declaration is accepted it should satisfy the criteria at clause 8.3.6 below. The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.
  8.3.6  Statement of Service
    The Statement of Service should:
    a  be an original or certified copy of an original document;
    b  be provided on the official letterhead of the Authority responsible for the school or institution and it must be signed and dated by the employer or an authorised person;
    c  specify the position held;
d specify the period of employment;

e specify the exact nature of the employment e.g. full-time, part-time, casual, etc. and provide a detailed description of the relevant duties performed;

f detail whether the employment was part-time – and if so the number of hours worked per week or their full-time equivalent, or the total number of hours paid for the total period of employment;

g detail whether the employment was casual – and if so the total number of hours paid for the total period of employment;

h indicate any periods of unpaid leave that were taken; and

i specify whether any leave without pay was taken and the period when this leave without pay occurred. If no periods of leave without pay were taken, the statement must show that ‘no leave without pay was taken’.

8.3.7 Duty to notify

All new employees will be given at the time of appointment a document detailing the requirements with regards to timely notification of gaining qualifications and timely notification of previous relevant service.

8.4 Hours of work – School Officers

8.4.1 Subject to the provisions of this clause the ordinary hours of work for a school officer shall not exceed 38 hours per week.

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

8.4.3 The normal starting and finishing times of ordinary hours shall be established at the point of engagement. The normal starting and finishing times can only be varied:

a by the employer giving two weeks’ notice of the change, or

b where the employee agrees to the change.

8.5 Payment or banking of ordinary hours for School Officers

8.5.1 Where an employer authorizes additional hours to be worked by an employee (and the employee agrees to work those additional hours) beyond the employee’s normal starting and finishing times, but within ordinary hours of work, prescribed in clauses 8.4.1 and 8.4.2, these hours will be either:

a paid for at ordinary rates, or

b banked where this is agreed with the employer.

8.5.2 Where an employee banks hours in accordance with clause 8.5.1 (b), those banked hours must be availed of during school vacation periods except where the employing authority, at the request of the employee, approves that the accrued hours be taken at alternative times. The banked hours shall be paid at the ordinary time rate.

8.5.3 All employees shall have a zero balance of banked hours at the beginning of each twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any banked hours not taken prior to the completion of each twelve-month cycle will be paid at the employee’s ordinary time rate.

8.5.4 On resignation, employees must avail themselves of any banked hours prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of banked hours, these banked hours shall be paid to the employee at the employee’s ordinary time rate no later than the date of the next full pay period after termination.

8.6 Payment or banking of overtime hours for School Officers

8.6.1 Except as provided in clause 8.6.2 all time worked outside of or in excess of the hours prescribed in clauses 8.4.1 and 8.4.2 shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter.

8.6.2 Notwithstanding the provisions of clause 8.6.1 an employee who has undertaken authorised overtime may bank time which will be paid as time off in lieu in accordance with the following:
a Only the first three (3) hours of overtime on any one day may be banked overtime.
b Banked overtime taken as time off in lieu will be taken and paid for on the basis of time for
time.
c Overtime on any one day, in excess of three (3) hours, will be paid at the rate of double
time.
d Banked overtime must be availed of during a vacation period except where the employing
authority, at the request of the employee, approves that the banked overtime hours be
taken at alternative times.
e All employees shall have a zero balance of banked overtime at the beginning of each
twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the
school vacation period in January and extending through to the last day of the school
vacation period in the next year. Any banked overtime not taken prior to the completion of
each twelve-month cycle will be paid to the employee at the rate of time and one half.
f On resignation, employees must avail themselves of any banked overtime prior to the
resignation taking effect. In special or extenuating circumstances, if the employee is unable
to avail themselves of banked overtime, this banked overtime shall be paid to the
employee at the rate of time and a half no later than the date of the next full pay period
after termination.

8.7 Range of duties of Support staff
8.7.1 In addition to curriculum support and the “typical duties” identified in the School Officers
classification matrix (Schedule 8), the appropriateness or otherwise of allocating additional
duties to support staff, that would typically be those carried out by teachers, may be
considered by the Principal at each school. Such duties may be in the areas of yard duty,
attendance records, collation of reports and supervision of students (including bus duty and
exam supervision).
8.7.2 Where a principal determines the need to allocate such types of duty to support staff, the
following conditions apply:
  a The school will establish protocols to cover legal and operational elements of supervision of
students where a duty of care is exercised. Such protocols shall ensure that the
determination to use support staff in such supervision is minuted, training is provided, a
clear delegated line of authority to the principal is established and that supervision shall be
only within the person’s training.
  b No fundamental change in the nature of an employee’s duties shall occur under this clause
without reasonable consultation, notice and training.
  c Where an employee perceives they cannot perform the functions requested by the
employer in accordance with a change in duties under this clause, the employee should
raise their concerns with the employer for identification of support needs including
professional development, supervision and/or alternative allocated duties consistent with
their skills and experience.
  d In the event of a change in duties, no employee will be required to perform more work
than is reasonable within their normal hours of work.
9 MISCELLANEOUS CONDITIONS

9.1 Guidance counsellors (Teacher)

9.1.1 Coverage
This provision shall apply to Guidance Counsellors (Teacher) employed in schools under the
control of the employing authority but shall not apply to such person who are in Holy Orders
or who are members of a recognised Religious Order.

9.1.2 Date of operation
This provision takes effect from the first pay period in January 2010.

9.1.3 Contract of employment
Each person appointed to a position of Guidance Counsellor (Teacher) shall be remunerated in
accordance with Schedule 1 – WAGES and SALARIES – Guidance Counsellors and Special
Education Consultants (Teachers).
The employer shall consider the needs of the school and whether it is possible/desirable to
appoint a Guidance Counsellor (Teacher) on a full-time continuing basis. The Guidance
Counsellor (Teacher) will not be employed on a term time basis.
A periodic review/appraisal process shall be determined by the employing authority. That
process shall be in accordance with the principles set out in Schedule 7 of this Agreement.

9.1.4 Recognition of prior service
All previous relevant experience as a School Counsellor or Guidance Counsellor, either in the
Catholic Education system in Queensland or as a School Counsellor or Guidance Counsellor
with any other school authority in Queensland or other States and Territories within Australia,
shall be recognised by the Employing Authority in placing an employee on the appropriate
salary step.

9.1.5 Professional development
The specific nature of an employee’s skills require professional development and training on
an ongoing basis. It is the joint responsibility of both the employing authority and the
employee to have due regard to this requirement.

9.1.6 Termination of employment
a Should the position of Guidance Counsellor (Teacher) cease to exist within the school or
system, the teacher occupying the position shall be guaranteed a teaching position by the
employing authority and such salary and conditions contained in the Agreement, should
this be mutually agreeable.
b However, clause 9.1.6 (a) shall not apply to any employee dismissed for incompetence,
misconduct, or neglect of duty, who may be summarily dismissed without notice.
c Where the employee opts not to exercise the provisions of clause 9.1.6 (a), the provisions
of the redundancy clause in this Agreement shall apply.

9.1.7 All conditions of employment, other than those stated in this Clause shall be in accordance
with those applying to teachers except clause 1.3.1 of this Agreement.

9.1.8 Savings clause
The parties agree that those employees currently employed as School Counsellors (Teacher)
and who occupy a position consistent with the definition provided at clause 9.1.9 and the roles
detailed at clause 9.1.10 shall be afforded the title of Guidance Counsellor (Teacher) and shall
be remunerated in accordance with Schedule 1 of this Agreement.
Existing employees shall not have their current conditions, contract of employment or salary
reduced by the coming into effect of clause 9.1.

9.1.9 Definitions
The Guidance Counsellor (Teacher) is a person appointed as such at the discretion of the
employing authority. A Guidance Counsellor (Teacher) will be a person who is:
a a registered teacher with appropriate experience and demonstrated competency; and
b holds an appropriated degree with major studies in psychology from a recognised tertiary
institution and completion of an approved post graduate counsellor training program of at
least one year’s duration comprising academic course work, supervised practicum and a
professional practices component with appropriate experience and demonstrated competency or other relevant qualifications which are acceptable to the employer.

9.1.10 Role
The role of a Guidance Counsellor (Teacher) is to collaboratively design and/or implement a guidance counselling program which proactively fosters the development and mental health of students in the context of the Catholic school. The Guidance Counsellor (Teacher) may be required to utilise their professional skills in areas including counselling, consultation, programming and psycho-educational assessment to address the relevant educational, personal, vocational and social needs of students within the school setting. In the wider context consultation is required with specialist and other personnel as well as various agencies in achieving service delivery.

The Guidance Counsellor (Teacher) operates as an integral part of the school’s educational team and provides services which are negotiated with and authorised by the School Principal in support of both the Mission of the school and the goals of the school’s development plan. The Guidance Counsellor (Teacher) designation shall not include those persons specifically employed as Counsellors (Without Teacher Qualification) whose role includes provision of careers advice, social work, school home liaison, work experience or other coordinating roles.

9.1.11 Experience - Guidance Counsellor (Teacher)

a) “Appropriate Experience” as contained in clause 9.1.9 (a) means 9 years experience accumulated either as a Teacher or a School Counsellor or a Guidance Counsellor (Teacher). In the case of experience as a School Counsellor or a Guidance Counsellor (Teacher) such experience shall have been obtained in a school environment.

b) Notwithstanding the provisions of clause 9.1.11 (a) an employee who has less than 9 years appropriate experience but who is:
   i) required to carry out the major and substantial responsibilities of the position of Guidance Counsellor (Teacher) as defined in clause 9.1.10 and
   ii) who fulfils the qualification requirements contained in clause 9.1.9, shall be entitled to the full benefits of this clause.

9.2 Guidance counsellors (without Teacher Qualifications)

9.2.1 Coverage
This provision shall apply to Guidance Counsellors (without Teacher Qualifications) employed in schools under the control of the employing authorities in the State of Queensland but shall not apply to such persons who are in Holy Orders or are members of a recognised Religious Order.

9.2.2 Date of operation
This provision takes effect from the first pay period in January 2010

9.2.3 Contract of employment
Each person appointed to a position of Guidance Counsellor (without Teacher Qualifications) shall be appointed in accordance with clause 3.4 of this Agreement.

Each person appointed to a position of Guidance Counsellor (without Teacher Qualifications) shall be remunerated in accordance with Schedule 1 – Wages and Salaries – Guidance Counsellors and Special Education Consultants (Teachers).

The employer shall consider the needs of the school and whether it is possible or desirable to appoint a Guidance Counsellor (without Teacher Qualifications) on a full-time continuing basis. The Guidance Counsellor (without Teacher Qualifications) will not be employed on a term time basis.

A periodic review/appraisal process shall be determined by the employing authority. That process shall be in accordance with the principles set out in Schedule 7 of this Agreement.

9.2.4 Recognition of prior service
Clause 7.2 of this Agreement shall apply in recognising prior service. Relevant service for Guidance Counsellors (without Teacher Qualifications) shall include all previous experience as a Guidance Counsellor, either in the Catholic Education system in Queensland or as a School Counsellor with any other school authority in Queensland or other States and Territories.
within Australia or other counselling experience as deemed relevant by the employing authority.

9.2.5 Professional development
The specific nature of an employee’s skills requires professional development and training on an ongoing basis. It is the joint responsibility of both the employing authority and the employee to have due regard to this requirement.

9.2.6 Termination of employment
a Should the position of Guidance Counsellor (without Teacher Qualifications) cease to exist within a school or system the provisions of the redundancy clause contained in this Agreement shall apply.
b Provided that clause 9.2.6 (a) shall not apply to any employee dismissed for incompetence, misconduct, or neglect of duty, who may be summarily dismissed without notice.

9.2.7 All conditions of employment, other than those stated in this clause shall be in accordance with those applying to school officers.

9.2.8 Regularising Current Practice and Savings clause
The parties acknowledge that currently a variety of qualification requirements and remuneration determinations exist in relation to Guidance Counsellor (without Teacher Qualification) positions, previously known as School Counsellors (without Teacher Qualifications).

The parties agree that those employees currently employed as School Counsellor (without Teacher Qualifications) and who occupy a position consistent with the definition provided at clause 9.2.10 and the roles detailed at clause 9.2.11 shall be afforded the title of Guidance Counsellor (without Teacher Qualifications) and shall be remunerated in accordance with Schedule 1 of this Agreement.

9.2.9 Existing employees shall not have their current conditions, contract of employment or salary reduced by the coming into effect of this clause.

9.2.10 Definition
The Guidance Counsellor (without Teacher Qualifications) is a person appointed as such at the discretion of the employing authority. A Guidance Counsellor (without Teacher Qualifications) will be a person who is a registered psychologist, or holds another degree deemed acceptable by the Employing Authority, and with a minimum of two years experience relevant to the school setting.

9.2.11 Role
The role of a Guidance Counsellor (without Teacher Qualifications) is to collaboratively design and/or implement a guidance counselling program which proactively fosters the development and mental health of students in the context of the Catholic school. The Guidance Counsellor (without Teacher Qualifications) may be required to utilise their professional skills in areas including counselling, consultation, programming and psycho-educational assessment to address the relevant educational, personal, vocational and social needs of students within the school setting. In the wider context consultation is required with specialist and other personnel as well as various agencies in achieving service delivery.

The Guidance Counsellor (without Teacher Qualifications) operates as an integral part of the school’s educational team and provides services which are negotiated with and authorised by the School Principal in support of both the Mission of the school and the goals of the school’s development plan:

The Guidance Counsellor (without Teacher Qualifications) designation shall not include those persons specifically employed as Counsellors (Without Teacher Qualifications) whose role includes provision of careers advice, school home liaison, work experience or other co-ordinating roles.

9.2.12 School Vacation Periods
The Guidance Counsellor (without Teacher Qualifications), who is employed on a full time continuing basis, is not required to attend for work during a vacation period. However, consistent with the Guidance Counsellor (Teacher) provisions and the nature of the role of the Guidance Counsellor (without Teacher Qualifications), it is agreed that the role may require availability:
a for meetings before and after school, including some evening work;
b in the event of critical incidents on weekends and during school vacations; and
c to respond to enquiries from parents and students about matters such as QTAC during school vacations.

9.3 **Counsellors (without Teacher Qualifications)**

9.3.1 **Coverage**
This provision shall apply to Counsellors (without Teacher Qualifications) employed in schools under the control of the employing authorities in the State of Queensland but shall not apply to such persons who are in Holy Orders or are members of a recognised Religious Order.

9.3.2 **Date of operation**
This provision takes effect from the first pay period in January 2010.

9.3.3 **Contract of employment**

a Each person appointed to a position of Counsellor (without Teacher Qualifications) shall be appointed in accordance with clause 3.4 of this Agreement and the provisions for School Officers contained in this Agreement.

b Each person appointed to a position of Counsellor (without Teacher Qualifications) shall be remunerated in accordance with Schedule 1 of this Agreement.

c The employer shall consider the needs of the school and whether it is possible or desirable to appoint a Counsellor on a full-time continuing basis. The Counsellor (without Teacher Qualifications) will not be employed on a term time basis.

d The Counsellor will participate in the school’s periodic review/appraisal process.

9.3.4 **Recognition of prior service**
A person shall be appointed to a position classified in accordance with Schedule 8 – School Officers’ Classification.

Clause 8.3 (Recognition of Service – School Officers) of this Agreement shall apply in recognising prior service. Relevant service for Counsellors (without Teacher Qualifications) shall include all previous experience as a Counsellor, either in the Catholic Education system in Queensland or as a Counsellor with any other school authority in Queensland or other States and Territories within Australia or as a Counsellor in a school setting or not.

9.3.5 **Professional development**
The specific nature of an employee’s skills requires professional development on an ongoing basis. It is the joint responsibility of both the employing authority and the employee to have due regard to this requirement.

9.3.6 **Termination of employment**

a Should the position of Counsellor (without Teacher Qualifications) cease to exist within a school or system, the provisions of the redundancy clause contained in the Agreement shall apply.

b Provided that clause 9.3.6 (a) shall not apply to any employee dismissed for incompetence, misconduct, or neglect of duty, who may be summarily dismissed without notice.

9.3.7 **All conditions of employment, other than those stated in this clause shall be in accordance with the provisions for school officers contained in this Agreement.**

9.3.8 **Savings clause**
Existing employees shall not have their current conditions, contract of employment or salary reduced by the coming into effect of this clause.

9.3.9 **Definitions**
The Counsellor (without Teacher Qualifications) is a person appointed as such at the discretion of the employing authority and with formal qualifications as deemed acceptable by the employing authority and relevant to the duties of the position.

9.3.10 **Role**
The role of a Counsellor (without Teacher Qualifications) is to provide individual and group counselling services to students.
The Counsellor (without Teacher Qualifications) is required to utilise professional counselling skills to address the relevant educational, personal, vocational and social needs of students...
within the school setting. In the wider context consultation may be required with other personnel as well as various agencies in achieving service delivery.

The Counsellor (without Teacher Qualification) operates as an integral part of the school's educational team and provides services which are negotiated with and authorised by the School Principal in support of both the Mission of the school and the goals of the school's development plan.

Where a Counsellor (without Teacher Qualifications) is appointed to a school that also employs a Guidance Counsellor (with or without Teacher Qualifications), they will be required to work under the professional supervision of the Guidance Counsellor and the Principal on issues of student mental health or student protection.

The Counsellor (without Teacher Qualifications) may include those persons employed to provide careers advice, school home liaison, work experience or other co-ordinating roles in addition to the provision of individual and group counselling to support student's normal developmental concerns.

9.3.11 School Vacation Periods

Where a Counsellor (without Teacher Qualifications), who is employed on a full time continuing basis, is not required to attend for work during a vacation period, that employee will be so advised at the time of engagement.

9.4 Students with special educational needs

9.4.1 The employing authority has a long-term commitment to the educational provision for students with verified special needs. Students with special needs include those students verified at level 5 or 6 with intellectual impairment, physical impairment, autistic spectrum disorder, hearing impairment, social emotional disorder, and speech and language impairment; or those students with such impairments or disorders who require individual and special educational provision whether verified or not.

a The employing authority will provide appropriate professional development, support and training. The training program shall include information relevant to the student’s particular condition and knowledge, techniques and strategies appropriate to supporting the students’ learning. Instruction in physical lifting and support techniques shall be provided if appropriate.

b In addition, training regarding the administration of medication and emergency procedures will be provided.

9.5 Job share

The following provisions provide the minimum requirements to be included in job-share guidelines.

9.5.1 Where job-share guidelines currently do not exist, employers will develop, in consultation with employees and their representatives, guidelines which will address the areas listed below in Table 1. The provisions outlined below in Table 1 will be the minimum conditions to be included in any guidelines.

9.5.2 A central registry of names and relevant data of employees interested in job share arrangements shall be promoted and maintained. Such a registry will:

a Allow employees to enter their relevant data, and

b Be accessible such that employees may be able to identify and make contact with potential job share partners.

9.5.3 Where an employer does not offer a register, it may be established by IEUA-QNT.

9.5.4 Notwithstanding the above, employees are required to apply for job share positions in accordance with existing policies and procedures, (incorporating the minimum provisions listed in the table below):
Table 1

<table>
<thead>
<tr>
<th>Definition</th>
<th>The guidelines will define job-share as a voluntary arrangement in which a full-time continuing position, occupied by a full-time continuing employee, is divided between that employee and another suitable employee. Both employees will share responsibility for the position for a fixed-term period.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principles Underpinning the Guidelines</td>
<td>The guidelines will state that job-share arrangements are arrangements entered into at employee initiative and that no employee will be coerced into taking up or converting to such a position.</td>
</tr>
<tr>
<td>Size of School Ratio</td>
<td>The number of job share positions offered in any school shall not exceed one (1) to seven (7) – (one job share position to seven full-time positions). Guidelines will acknowledge the right of employers to vary the ratio above the maximum of 1:7 where necessary or desirable.</td>
</tr>
<tr>
<td>Subsequent Appointment</td>
<td>The guidelines will state that at the conclusion of the job-share period both employees return to the position as designated in the relevant letter of appointment and the employment status each held before the job-share began.</td>
</tr>
<tr>
<td>Length of Appointment</td>
<td>The guidelines will indicate that the job-share positions are usually for one school year. Job-share positions may be for shorter periods and may be negotiated at the end of each year for a subsequent period.</td>
</tr>
</tbody>
</table>
| Arrangements | Arrangements of the job-share position will be detailed in a document signed by the employer/principal and employees to include but not limited to: days/hours worked, communication protocols, planning time, non-contact time, excursions, parent – teacher interviews, assessment and reporting procedures, playground and bus duty, attendance at staff meeting, timetabled sport and related arrangements, and professional development.  

The arrangements should outline the protocols to be followed, if for whatever reason, one member of the job-share is unable to continue in the position during the period of the job-share. |
| Alterations to Arrangements | The guidelines will indicate that alterations to arrangements may be initiated by the employee/s or employer and need to be mutually agreed. Such alterations will require at least two weeks’ notice or a shorter period by mutual agreement, before implementation. |
| Division of Position | The guidelines may recommend the position be divided according to full days but will provide for other options which may be mutually agreed between the employer and employees. |
| Rates of Pay | The guidelines will specify that employees of job-share positions are to be remunerated on a pro-rata basis according to their classification and include reference to any relevant allowances. |
### Pro-Rata Conditions & Benefits

The guidelines will specify that employees in job-share positions will receive on a pro-rata basis all entitlements in regard to: annual leave, annual leave loading, sick leave, long service leave, superannuation and all other relevant benefits and allowances.

The guidelines will specify that where one employee in a job-share position accesses sick leave or other short term leave the remaining employee will be offered the relief work. The method of remuneration associated with such relief work whether it be at the hourly rate with accrued leave entitlements or at the casual rate without accrued leave entitlements, will be agreed to and stated in initial arrangements.

The guidelines will indicate that usual replacement conditions apply for leave such as long service leave, special leave, maternity/paternity and adoption leave.

The guidelines will specify that where situations of redundancy occur, redundancy provisions will apply to the job-share incumbent/s.

### Professional Development

The guidelines will acknowledge that job-share employees are entitled to access professional development and promotion as can full-time employees.

### Calculation of Service

Guidelines will specify that all work done by job-share employees counts towards incremental progression on a pro-rata basis.

### Professional Development Planning Days

Guidelines will specify that teacher job-share employees are expected to attend professional development days as designated by the employer. The guidelines will specify remuneration arrangements for such attendance.

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### 9.6 Appraisal

A process of self appraisal and validation provides an occasion to identify strengths and opportunities, set goals and identify professional development needs.

#### 9.6.1 Teachers

a. In consultation with staff, the Employing Authority shall periodically review the agreed self appraisal and validation process for teachers based upon the principles detailed in Schedule 7.

b. Such a process shall take into account the needs of staff in individual schools.

#### 9.6.2 Non-Teachers

a. In consultation with staff, the Employing Authority may develop, implement and periodically review a process of validated self appraisal for non-teaching staff.

b. Where appropriate such appraisal process shall take into account the needs of staff in individual schools and be based upon principles detailed in Schedule 7.

### 9.7 Professional Development

#### 9.7.1 The following provisions apply to Religious Institute Girls’ Schools.

a. The parties affirm the value of all teachers, school officers and services staff undertaking professional development relevant to the performance of their work role and duties.

b. The parties agree that classroom teaching interruptions occasioned by teachers undertaking professional development should be limited where possible.

c. Information relevant to professional development will be made available to teachers, school officers, and services staff through the induction process.
d Professional development, including that held during pupil free days and staff meetings, conducted by the employer for teaching staff will, wherever relevant, articulate the Queensland College of Teacher (QCT) professional standards.

9.7.2 Teachers who attend these planned professional development activities will be provided with a record of attendance. Such documentation will be provided by the employer to teachers to support the maintenance of a teacher’s individual account of professional development undertaken which is required for report to the Queensland College of Teachers.

a In addition, the school administration may provide advice to QCT of the roll of attendance of teachers at all relevant professional development activities through their online reporting facility.

b The parties recognise the specific training requirements of school officers and services staff within schools.

c The employing authority and all employees accept a joint responsibility for the negotiation of a program of relevant professional development linked to the appraisal outcomes, the school goals and the development/renewal plan. Employing authorities recognise the value of all employees undertaking professional development relevant to the performance of their work role and duties.

d As part of a school’s professional development program and consistent with the professional development guidelines, all employees are entitled to apply to undertake relevant professional development activities. Costs and release time involved in attending such professional development shall be covered in accordance with the school’s professional development guidelines.

e Except where the employing authority sponsors, provides and/or pays for the professional development, the costs shall be met by the individual teaching or non-teaching employee.

f Where professional development is required by the employing authority for school officers and services staff outside ordinary working time, the employee will be granted time in lieu for the equivalent hours taken at a mutually convenient time or receive payment at ordinary hours.

g In the context of the school development/renewal plan and consistent with the appraisal process and outcomes, the teaching employee shall determine and each year undertake professional development outside of school time and exclusive of pupil free days.

h The employer will not unreasonably withhold approval to attend relevant professional development activities.

9.7.3 The following provision applies to Religious Institute Boys’ Schools.

a The employing authority and all employees accept a joint responsibility for the negotiation of a program of relevant professional development linked to the appraisal outcomes, the school goals and the development/renewal plan. Employing authorities recognise the value of all employees undertaking professional development relevant to the performance of their work role and duties.

b As part of a school’s professional development program and consistent with the professional development guidelines, all employees are entitled to apply to undertake relevant professional development activities. Costs and release time involved in attending such professional development shall be covered in accordance with the school’s professional development guidelines.

c Except where the employing authority sponsors, provides and/or pays for the professional development, the costs shall be met by the individual teaching or non-teaching employee.

d Where professional development is required by the employing authority for school officers and services staff outside ordinary working time, the employee will be granted time in lieu for the equivalent hours taken at a mutually convenient time or receive payment at ordinary hours.

e In the context of the school development/renewal plan and consistent with the appraisal process and outcomes the teaching employee shall determine and each year undertake professional development outside of school time and exclusive of pupil free days.

f Teachers
i Each teacher will develop a professional development program in consultation with their supervisor. Such a program may be reviewed annually and shall be linked to the formative appraisal processes as provided for in Clause 9.6.

ii Professional development, including that held during pupil free days and staff meetings, conducted by the employer for teaching staff will, wherever relevant, articulate the Queensland College of Teacher (QCT) professional standards.

iii Teachers who attend these planned professional development activities will be provided with a record of attendance. Such documentation will be provided by the employer to teachers to support the maintenance of a teacher's individual account of professional development undertaken which is required for report to the Queensland College of Teachers.

iv In addition, the school administration may provide advice to QCT of the roll of attendance of teachers at all relevant professional development activities through their online reporting facility.

g School officers and services staff

i The employing authority recognises the specific training requirements of school officers and services staff within schools.

ii A professional development plan will be jointly developed between the school officer or services staff employee and their supervisor. This plan will be implemented within the employing authority's resource capacity.

9.8 Work load/intensity of work (managing significant change)

9.8.1 Consideration shall be given at school and system level sites to the nature and implementation of changes that result from regulatory requirements and employer and/or school initiatives.

9.8.2 Staff at the workplace level and at the system level shall be involved in the process of identifying and clarifying the industrial implications of such changes.

9.8.3 Before any significant change is introduced, that proposed change will be subject to a work impact study. A work impact study will involve consultation with all employees potentially affected by the proposed change.

9.8.4 The following matters shall be considered:

   a the Mission Statement of the school/system;
   b identification of the matters to be implemented;
   c clarification of the process of implementation;
   d clarification of the relevant structures to be implemented;
   e the resource support to be provided to staff. Consideration shall be given to the planning, implementation and evaluation of the change when determining this support;
   f the time frame for implementation;
   g the on-going role of staff in the process of implementation;
   h the structures and process by which relevant staff may acquire appropriate professional development, where necessary;
   i appropriate staffing formula;
   j identification of the short term and on-going impact on workload of the staff from the process of implementation;
   k identification of the technology hardware, software and associated professional development needed to implement the change; and
   l identification of teacher support, in particular for data entry and other clerical support, classroom resource development and other tasks associated with implementation of the change.

9.8.5 School based trials

   a The following initiatives may be trialled in an endeavour to respond to issues of workload and intensity of work. The decision of the number and type of initiative(s) trialled will be determined by each school using the established consultative mechanisms contained in this Agreement.

   b Terms of reference will be established at the commencement of a trial and should include the following:
i identification of the matter(s) to be trialled;
ii clarification of the process of trialling;
iii determination of the realistic time frame for the trial;
iv clarification of roles;
v identification of the necessary resources; and
vi determination of the review process.

The following sub-clause applies to Religious Institute Boys’ Schools only.

9.8.6 Matters which may be subject to trial shall include but not be limited to the following:
   i scheduling and structure of uninterrupted rest pauses and meal breaks;
   ii scheduling and structure of playground duty and other student supervision;
   iii arrangements for pastoral care responsibilities;
   iv processes and structures for both communications with parents and scheduled parent – teacher interviews;
   v processes and structures to address communications (including emails);
   vi ways of using time effectively and efficiently for a collegial approach to planning, setting, delivery and evaluating learning outcomes with year level, subject area and classroom colleagues;
   vii effective methods for use of time for individual preparation and correction;
   viii processes and structures for more effective ways to manage administrative tasks arising out of the implementation of curriculum;
   ix consideration of ways to more effectively use time for the planning, setting, delivery and evaluation of specialist curriculum;
   x consider structures and time for teachers meetings with other specialists (such as inclusion teacher, hearing impairment specialist and psychologist) in paid time;
   xi structures for individual program development;
   xii structures and processes to fulfil QSA requirements;
   xiii structures and processes to ensure that staff meetings and curriculum meetings are an effective use of time;
   xiv identification of the timetabled non-contact time periods that may be reclaimed for supervisions;
   xv arrangements for the administration of non-contact time in Primary schools/Middle schools;
   xvi review current school practices and participation for the undertaking of voluntary extra-curricular activities;
   xvii structures and processes for the implementation of emerging curriculum; and
   xviii timetabled structures and school calendar effect on classroom time.

9.9 Workplace stress

9.9.1 Preamble

The term ‘workplace stress’ refers to those negative reactions people have to aspects of their environment due to pressures within the work environment.

The employer recognises its legal requirement to assess the working environment for systems and practices that may lead to negative stress response and to put into place preventative measures.

It is also recognised that policies which benefit employee health can improve productivity. Low levels of negative stress response are associated with low levels of staff turnover, absenteeism and low rates of injury. Workplaces that are perceived as healthy are characterised by clear policies and active methods of dealing with people which encourage:

a respect for the dignity of each employee;
b regular feedback and recognition of performance;
c clear goals for employees in line with organisational goals;
d employee input into decision-making and career progression;
e consistent and fair management actions.

9.9.2 Implementation
The employing authority agrees to the implementation of strategies to prevent and address workplace stress.

9.9.3 Managing Workplace Stress
Stress management interventions shall be based on prevention, management and minimisation strategies and are aimed at identifying and eliminating causes of workplace stress.

9.10 Workplace harassment
The employing authority agrees to ensure workplace harassment policies and procedures exist. The policy development (if relevant) shall occur in consultation with the union and their representatives. The structure of the policy and procedures will be determined by the employing authority, but consideration will be given to the following.

9.10.1 Policy
Consideration will be given to the following inclusions:

- a Definition of workplace harassment and provision of examples of the types of behaviour which constitute such harassment;
- b A statement that workplace harassment is unacceptable and will not be tolerated;
- c A statement as to the negative impact on individuals, colleagues and the organisation;
- d An encouragement to workers who experience or witness workplace harassment to engage in procedures to end such behaviour;
- e A commitment to education and training in regard to the policy and procedures on a regular basis or at least once per year; and
- f Provision for the appointment, training and time release of contact person(s) to handle complaints.

9.10.2 Procedures
The procedures shall:

- a be fair and equitable;
- b ensure principles of natural justice are upheld;
- c respect privacy and confidentiality;
- d be undertaken with discretion so as to protect the reputation of the persons being investigated;
- e be aimed at resolving the problem rapidly;
- f ensure that accurate records and documentation are kept;
- g include procedural steps for dealing with the alleged harassment; and
- h include formal steps for dealing with the alleged harassment which incorporates an investigative process outlining how and who will conduct the investigation, the rights of both the respondent and the complainant to representation and the need for each party to receive a report on the outcome.

The policy and procedures shall be available to all staff and their availability advertised widely.

9.11 Complaints against employees

9.11.1 This clause applies to Religious Institute Girls’ Schools.

- a The employing authority agrees to ensure guidelines exist for the handling of complaints against employees.
- b Such guidelines will be developed (or reviewed if relevant) by the employing authority in consultation with employees, their union, governing bodies and other appropriate stakeholders, to ensure that practices are consistent with legal responsibility, natural justice, fairness and transparency. Once developed the guidelines will be documented and recorded by the parties.
- c It is acknowledged that there are established processes to deal with situations where allegations of abuse or sexual misconduct are made against employees, and it is the view of the parties that these processes should be the vehicle for addressing such allegations.

9.11.2 This clause applies to Religious Institute Boys’ Schools.

- a The parties acknowledge that parents, students and staff may raise concerns and have them addressed by the appropriate member of staff.
b Such complaints should be handled objectively and with sensitivity, and not in a reactive and subjective manner.
c The parties agree that the person making a complaint may have the matter raised by them considered and that a person against whom a complaint is made has a right to natural justice and a presumption of innocence.
d The parties agree that policies to deal with these issues shall be developed or reviewed in consultation with employees and their union. This is to ensure that they are consistent with the principles of natural justice, fairness, and transparency of process.
e It is acknowledged that there are established processes to deal with situations where allegations of abuse or sexual misconduct are made against employees, and it is the view of the parties that these processes should be the vehicle for addressing such allegations.

9.12 Breast-feeding and expressing facilities
The employing authority will, upon request, provide a private and secure area for the purpose of breastfeeding and/or expressing and storing milk separate to communal staff facilities

9.13 Resourcing of school level industrial practice
9.13.1 The employing authority agrees to provide access for workplace union representatives to the use of communication equipment, for the purpose of carrying out their union workplace responsibilities. Such access will be in accordance with local arrangements for all staff at the school for the use of this equipment.
9.13.2 Subject to agreement with the respective union, the employing authority shall make available to all employees, facilities for the payment of their union fees, by payroll deduction or other schemes as agreed. The operation of any such facility shall be dependent upon the appropriate authorisation being signed by the employee.
9.13.3 A school's induction program shall include the provision of information relevant to union coverage, membership and benefits.
9.13.4 The employer agrees to provide reasonable opportunity, for workplace union representatives to consult with employees on workplace matters and enterprise bargaining issues. Such consultation shall not withdraw an employee from any scheduled school activity which fulfils part of their workplace duties.

9.14 Incidental and peripheral tasks
9.14.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
9.14.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
9.14.3 Any direction issued by an employer pursuant to clauses 9.14.1 and 9.14.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

9.15 Outsourcing
If an “in principle” decision is made by the employing authority to contract out work currently being done by a school employee(s), consultation with the affected employee(s) and the relevant union(s) will occur before a decision on this matter is finalised.
Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave and does not result in a school employee(s) being disadvantaged.

9.16 Signatures
Signatures of parties to this Agreement are contained in Schedule 23.

10 SCHEDULES
# SCHEDULE 1 – WAGES, SALARIES AND ALLOWANCES

## Teachers' Wages

<table>
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<tr>
<th>Classification</th>
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<th>Casual</th>
<th>Fortnightly</th>
<th>Annual</th>
<th>Full time (hourly)</th>
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**Teachers' Allowances**

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### Senior Administration and Positions of Added Responsibility

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| Step 2 | $1,274.90  | $66,522.00  | $33.5500 | $41.2665 | $1,325.90  | $69,184.00  | $34.8921 | $42.9173 | $1,378.90  | $71,949.00  | $36.2868 | $44.6328 |
| Step 3 | $1,298.10  | $67,733.00  | $34.1605 | $42.0174 | $1,350.00  | $70,441.00  | $35.5263 | $43.6974 | $1,404.00  | $73,259.00  | $36.9474 | $45.4453 |
| Step 4 | $1,321.10  | $68,933.00  | $34.7658 | $42.7619 | $1,373.90  | $71,688.00  | $36.1553 | $44.4710 | $1,428.90  | $74,558.00  | $37.6026 | $46.2512 |
| Step 5 | $1,344.10  | $70,133.00  | $35.3711 | $43.5064 | $1,397.90  | $72,940.00  | $36.7868 | $45.2478 | $1,453.80  | $75,857.00  | $38.2579 | $47.0572 |

**School Officers Award - Non-Governmental Schools - Allowances**

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<td>First Aid</td>
<td>$13.20</td>
<td>$13.70</td>
<td>$14.20</td>
</tr>
<tr>
<td>Specialised Care</td>
<td>$13.70</td>
<td>$14.20</td>
<td></td>
</tr>
<tr>
<td>Special Projects</td>
<td>$35.00</td>
<td>$36.40</td>
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</tr>
</tbody>
</table>
### Miscellaneous Workers

<table>
<thead>
<tr>
<th>Classification</th>
<th>Increase as at 1 May 2009</th>
<th>Increase as at 1 May 2010</th>
<th>Increase as at 1 May 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Annual</td>
<td>Full-time (hourly)</td>
</tr>
<tr>
<td>Level 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$667.80</td>
<td>$34,845.00</td>
<td>$17.5737</td>
</tr>
<tr>
<td>Level 2</td>
<td>$700.40</td>
<td>$36,546.00</td>
<td>$18.4316</td>
</tr>
<tr>
<td>Level 3</td>
<td>$730.70</td>
<td>$38,127.00</td>
<td>$19.2289</td>
</tr>
<tr>
<td>Level 4</td>
<td>$776.90</td>
<td>$40,538.00</td>
<td>$20.4447</td>
</tr>
<tr>
<td>Cleaner (Day)</td>
<td>$700.40</td>
<td>$36,546.00</td>
<td>$18.4316</td>
</tr>
<tr>
<td>Shift Cleaner (Day + 15%)</td>
<td>$800.90</td>
<td>$41,790.00</td>
<td>$21.0763</td>
</tr>
<tr>
<td>Caretaker</td>
<td>$700.40</td>
<td>$36,546.00</td>
<td>$18.4316</td>
</tr>
</tbody>
</table>

### Allowances

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Increase as at 1 May 2009</th>
<th>Increase as at 1 May 2010</th>
<th>Increase as at 1 May 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broken Shift (per day)</td>
<td>$9.22</td>
<td>$9.59</td>
<td>$9.97</td>
</tr>
<tr>
<td>Caretakers without quarters</td>
<td>$10.05</td>
<td>$10.45</td>
<td>$10.87</td>
</tr>
<tr>
<td>Caretakers without fuel or light</td>
<td>$4.34</td>
<td>$4.51</td>
<td>$4.69</td>
</tr>
<tr>
<td>Toilet Cleaning</td>
<td>$8.14</td>
<td>$8.47</td>
<td>$8.81</td>
</tr>
<tr>
<td>In charge of up to 15 employees</td>
<td>$17.46</td>
<td>$18.16</td>
<td>$18.89</td>
</tr>
<tr>
<td>In charge of more than 15 employees</td>
<td>$26.23</td>
<td>$27.28</td>
<td>$28.37</td>
</tr>
</tbody>
</table>
Greenkeeping Employees

<table>
<thead>
<tr>
<th>Classification</th>
<th>Increase as at 1 May 2009</th>
<th>Increase as at 1 May 2010</th>
<th>Increase as at 1 May 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Annual</td>
<td>Full-time (hourly)</td>
</tr>
<tr>
<td>Level 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainees up to 3 months</td>
<td>$655.80</td>
<td>$34,219.00</td>
<td>$17.2579</td>
</tr>
<tr>
<td>Trainees up to 6 months</td>
<td>$667.60</td>
<td>$34,834.00</td>
<td>$17.5684</td>
</tr>
<tr>
<td>Level 2</td>
<td>$695.20</td>
<td>$36,275.00</td>
<td>$18.2947</td>
</tr>
<tr>
<td>Assistant Greenkeeper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groundsperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Other Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 3</td>
<td>$728.90</td>
<td>$38,033.00</td>
<td>$19.1816</td>
</tr>
<tr>
<td>Greenkeeper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 4</td>
<td>$777.60</td>
<td>$40,574.00</td>
<td>$20.4632</td>
</tr>
<tr>
<td>Level 5</td>
<td>$810.90</td>
<td>$42,312.00</td>
<td>$21.3395</td>
</tr>
<tr>
<td>Level 6</td>
<td>$846.90</td>
<td>$44,190.00</td>
<td>$22.2868</td>
</tr>
</tbody>
</table>
### Building Products, Manufacture and Minor Maintenance Employees

<table>
<thead>
<tr>
<th>Classification</th>
<th>Increase as at 1 May 2009</th>
<th>Increase as at 1 May 2010</th>
<th>Increase as at 1 May 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Annual</td>
<td>Full-time (hourly)</td>
</tr>
<tr>
<td>Labourer</td>
<td>$657.40</td>
<td>$34,302.00</td>
<td>$17,3000</td>
</tr>
<tr>
<td>Tradesperson</td>
<td>$777.60</td>
<td>$40,574.00</td>
<td>$20,4632</td>
</tr>
</tbody>
</table>

#### Allowances

**Allowances (per week)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Weekly</th>
<th>Annual</th>
<th>Casual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tool</td>
<td>$25.76</td>
<td>$26.79</td>
<td>$27.86</td>
</tr>
<tr>
<td>First Aid Attendant</td>
<td>$14.35</td>
<td>$14.92</td>
<td>$15.52</td>
</tr>
</tbody>
</table>

**Allowances (per day)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Weekly</th>
<th>Casual</th>
</tr>
</thead>
<tbody>
<tr>
<td>In charge of more than 1 person</td>
<td>$4.15</td>
<td>$4.32</td>
</tr>
<tr>
<td>In charge of not more than 5 persons</td>
<td>$9.13</td>
<td>$9.50</td>
</tr>
<tr>
<td>In charge of 6 and not more than 10 persons</td>
<td>$11.48</td>
<td>$11.94</td>
</tr>
<tr>
<td>In charge of more than 10 persons</td>
<td>$15.33</td>
<td>$15.94</td>
</tr>
</tbody>
</table>

**Allowances (per hour)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Weekly</th>
<th>Casual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wet work</td>
<td>$0.69</td>
<td>$0.72</td>
</tr>
<tr>
<td>Labourers mixing wet</td>
<td>$0.62</td>
<td>$0.64</td>
</tr>
<tr>
<td>Work in excessive heat where the temperature is raised by artificial means between 46 and 54 degrees</td>
<td>$0.82</td>
<td>$0.85</td>
</tr>
<tr>
<td>Where temperature exceeds 54 degrees</td>
<td>$0.83</td>
<td>$0.86</td>
</tr>
<tr>
<td>Work under unpleasant conditions</td>
<td>$0.69</td>
<td>$0.72</td>
</tr>
<tr>
<td>Dirty work</td>
<td>$0.69</td>
<td>$0.72</td>
</tr>
<tr>
<td>Roof repairs</td>
<td>$0.83</td>
<td>$0.86</td>
</tr>
<tr>
<td>Obnoxious or toxic substances</td>
<td>$0.83</td>
<td>$0.86</td>
</tr>
<tr>
<td>Employee required to clean down bricks</td>
<td>$0.62</td>
<td>$0.64</td>
</tr>
<tr>
<td>Working in confined spaces</td>
<td>$0.83</td>
<td>$0.86</td>
</tr>
</tbody>
</table>
# Retail Employees

## Increase as at 1 May 2009

<table>
<thead>
<tr>
<th>Classification</th>
<th>Weekly</th>
<th>Annual</th>
<th>Full-time (hourly)</th>
<th>Casual</th>
<th>Weekly</th>
<th>Annual</th>
<th>Full-time (hourly)</th>
<th>Casual</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd Level Supervisor</td>
<td>$777.60</td>
<td>$40,574.00</td>
<td>$20.4632</td>
<td>$25.1697</td>
<td>$811.60</td>
<td>$42,348.00</td>
<td>$21.3579</td>
<td>$26.2702</td>
</tr>
<tr>
<td>1st Level Supervisor</td>
<td>$744.20</td>
<td>$38,831.00</td>
<td>$19.5842</td>
<td>$24.0886</td>
<td>$778.20</td>
<td>$40,605.00</td>
<td>$20.4789</td>
<td>$25.1891</td>
</tr>
<tr>
<td>Shop Assistant</td>
<td>$729.70</td>
<td>$38,075.00</td>
<td>$19.2026</td>
<td>$23.6192</td>
<td>$763.70</td>
<td>$39,849.00</td>
<td>$20.0974</td>
<td>$24.7198</td>
</tr>
<tr>
<td>Juniors (% of minimum adult rate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Under 16 (45%)</td>
<td>$328.40</td>
<td>$17,135.00</td>
<td>$8.6421</td>
<td>$10.6298</td>
<td>$343.70</td>
<td>$17,934.00</td>
<td>$9.0447</td>
<td>$11.1250</td>
</tr>
<tr>
<td>Under 17 (50%)</td>
<td>$364.90</td>
<td>$19,040.00</td>
<td>$9.6026</td>
<td>$11.8112</td>
<td>$381.90</td>
<td>$19,927.00</td>
<td>$10.0500</td>
<td>$12.3615</td>
</tr>
<tr>
<td>Under 18 (55%)</td>
<td>$401.30</td>
<td>$20,939.00</td>
<td>$10.5605</td>
<td>$12.9894</td>
<td>$420.00</td>
<td>$21,915.00</td>
<td>$11.0526</td>
<td>$13.5947</td>
</tr>
<tr>
<td>Under 19 (65%)</td>
<td>$474.30</td>
<td>$24,748.00</td>
<td>$12.4816</td>
<td>$15.3523</td>
<td>$496.40</td>
<td>$25,901.00</td>
<td>$13.0632</td>
<td>$16.0677</td>
</tr>
<tr>
<td>Under 20 (75%)</td>
<td>$547.30</td>
<td>$28,557.00</td>
<td>$14.4026</td>
<td>$17.7152</td>
<td>$572.80</td>
<td>$29,888.00</td>
<td>$15.0737</td>
<td>$18.5406</td>
</tr>
<tr>
<td>Under 21 (85%)</td>
<td>$620.20</td>
<td>$32,361.00</td>
<td>$16.3211</td>
<td>$20.0749</td>
<td>$649.10</td>
<td>$33,869.00</td>
<td>$17.0816</td>
<td>$21.0103</td>
</tr>
</tbody>
</table>

## Allowances

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Weekly</th>
<th>Annual</th>
<th>Full-time (hourly)</th>
<th>Casual</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Aid (per week)</td>
<td>$15.27</td>
<td>$15.88</td>
<td>$16.52</td>
<td></td>
</tr>
<tr>
<td>Extra rate for heavy weights (per hour)</td>
<td>$0.77</td>
<td>$0.80</td>
<td>$0.83</td>
<td></td>
</tr>
<tr>
<td>Meal allowance (per meal)</td>
<td>$13.81</td>
<td>$14.36</td>
<td>$14.93</td>
<td></td>
</tr>
<tr>
<td>Uniform laundry (per week or per day)</td>
<td>$4.29</td>
<td>$4.46</td>
<td>$4.64</td>
<td></td>
</tr>
<tr>
<td>Uniform laundry (per week or per day)</td>
<td>$0.86</td>
<td>$0.89</td>
<td>$0.93</td>
<td></td>
</tr>
</tbody>
</table>
### Motor Drivers - Southern Division

<table>
<thead>
<tr>
<th>Classification</th>
<th>Increase as at 1 May 2009</th>
<th>Increase as at 1 May 2010</th>
<th>Increase as at 1 May 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Annual</td>
<td>Full-time (hourly)</td>
</tr>
<tr>
<td>Cleaner/Greaser</td>
<td>$685.20</td>
<td>$35,753.00</td>
<td>$18.0316</td>
</tr>
<tr>
<td>Bus driver &lt;25 persons</td>
<td>$726.40</td>
<td>$37,903.00</td>
<td>$19.1158</td>
</tr>
<tr>
<td>Bus driver &gt;25 persons</td>
<td>$737.10</td>
<td>$38,461.00</td>
<td>$19.3974</td>
</tr>
</tbody>
</table>

Note - rates identified are applicable for Southern Division Eastern District

### Passenger Vehicle Drivers - Northern and Mackay Divisions

<table>
<thead>
<tr>
<th>Classification</th>
<th>Increase as at 1 May 2009</th>
<th>Increase as at 1 May 2009</th>
<th>Increase as at 1 May 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Annual</td>
<td>Full-time (hourly)</td>
</tr>
<tr>
<td>Driver of buses with a passenger capacity of 25 or greater</td>
<td>$724.70</td>
<td>$37,814.00</td>
<td>$19.0711</td>
</tr>
<tr>
<td>Driver of buses with an passenger capacity of less than 25</td>
<td>$718.20</td>
<td>$37,475.00</td>
<td>$18.9000</td>
</tr>
</tbody>
</table>

Note - rates identified are applicable for Mackay Division
## Boarding Schools and Colleges Employees - South Eastern Division

### Increase as at 1 May 2009

<table>
<thead>
<tr>
<th>Classification</th>
<th>Weekly</th>
<th>Annual</th>
<th>Full-time (hourly)</th>
<th>Casual</th>
<th>Weekly</th>
<th>Annual</th>
<th>Full-time (hourly)</th>
<th>Casual</th>
<th>Weekly</th>
<th>Annual</th>
<th>Full-time (hourly)</th>
<th>Casual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introductory Boarding School Employee</td>
<td>$634.90</td>
<td>$33,128.00</td>
<td>$16.7079</td>
<td>$20.5507</td>
<td>$668.90</td>
<td>$34,902.00</td>
<td>$17.6026</td>
<td>$21.6512</td>
<td>$702.90</td>
<td>$36,676.00</td>
<td>$18.4974</td>
<td>$22.7518</td>
</tr>
<tr>
<td>Boarding School Employee Level 1</td>
<td>$657.40</td>
<td>$34,302.00</td>
<td>$17.3000</td>
<td>$21.2790</td>
<td>$691.40</td>
<td>$36,076.00</td>
<td>$18.1947</td>
<td>$22.3795</td>
<td>$725.40</td>
<td>$37,850.00</td>
<td>$19.0895</td>
<td>$23.4801</td>
</tr>
<tr>
<td>Boarding School Employee Level 2</td>
<td>$690.90</td>
<td>$36,050.00</td>
<td>$18.1816</td>
<td>$22.3633</td>
<td>$724.90</td>
<td>$37,824.00</td>
<td>$19.0763</td>
<td>$23.4639</td>
<td>$758.90</td>
<td>$39,598.00</td>
<td>$19.9711</td>
<td>$24.5644</td>
</tr>
<tr>
<td>Boarding School Employee Level 3</td>
<td>$715.20</td>
<td>$37,318.00</td>
<td>$18.8211</td>
<td>$23.1499</td>
<td>$749.20</td>
<td>$39,092.00</td>
<td>$19.7158</td>
<td>$24.2504</td>
<td>$783.20</td>
<td>$40,866.00</td>
<td>$20.6105</td>
<td>$25.3509</td>
</tr>
<tr>
<td>Boarding School Employee Level 4</td>
<td>$750.60</td>
<td>$39,165.00</td>
<td>$19.7526</td>
<td>$24.2957</td>
<td>$784.60</td>
<td>$40,939.00</td>
<td>$20.6474</td>
<td>$25.3963</td>
<td>$818.60</td>
<td>$42,713.00</td>
<td>$21.5421</td>
<td>$26.4968</td>
</tr>
<tr>
<td>Boarding School Employee Level 5</td>
<td>$817.80</td>
<td>$42,672.00</td>
<td>$21.5211</td>
<td>$26.4709</td>
<td>$851.80</td>
<td>$44,446.00</td>
<td>$22.4158</td>
<td>$27.5714</td>
<td>$885.90</td>
<td>$46,225.00</td>
<td>$23.3132</td>
<td>$28.6752</td>
</tr>
</tbody>
</table>

### Juniors (% of the rate for the applicable classification minimum adult rate)

- Under 17 years of age (55%)
- 17 and under 18 (65%)
- 18 and under 19 (75%)
- 19 and under 20 (85%)

### Allowances

| Supervisory (per hour) | $0.64 | $0.67 | $0.70 |

### Less weekly deductions

- For board and lodgings (shared room): $117.62
- For lodging only: $131.08
- For board and lodgings: $119.40
### Boarding Schools and Colleges excluding South Eastern District

<table>
<thead>
<tr>
<th>Classification</th>
<th>Increase as at 1 May 2009</th>
<th>Increase as at 1 May 2010</th>
<th>Increase as at 1 May 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Annual</td>
<td>Full-time (hourly)</td>
</tr>
<tr>
<td><strong>Boarding Supervisor</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>$700.70</td>
<td>$36,562.00</td>
<td>$18,4395</td>
</tr>
<tr>
<td>2nd year</td>
<td>$704.50</td>
<td>$36,760.00</td>
<td>$18,5395</td>
</tr>
<tr>
<td>3rd year</td>
<td>$708.50</td>
<td>$36,969.00</td>
<td>$18,6447</td>
</tr>
<tr>
<td><strong>Housekeeper</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$718.50</td>
<td>$37,490.00</td>
<td>$18.9079</td>
</tr>
<tr>
<td><strong>Student Movement Coordinator</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$721.50</td>
<td>$37,647.00</td>
<td>$18.9868</td>
</tr>
<tr>
<td><strong>School Maintenance Assistant</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$671.90</td>
<td>$35,059.00</td>
<td>$17.6816</td>
</tr>
<tr>
<td><strong>Chef or First Cook</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$719.50</td>
<td>$37,542.00</td>
<td>$18.9342</td>
</tr>
<tr>
<td><strong>Second Cook</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$702.70</td>
<td>$36,666.00</td>
<td>$18.4921</td>
</tr>
<tr>
<td><strong>Cook Employed Alone</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$674.00</td>
<td>$35,168.00</td>
<td>$17.7368</td>
</tr>
<tr>
<td><strong>Cook</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$667.40</td>
<td>$34,824.00</td>
<td>$17.5632</td>
</tr>
<tr>
<td><strong>Kitchenhand/Laundryhand</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$658.80</td>
<td>$34,375.00</td>
<td>$17.3368</td>
</tr>
<tr>
<td><strong>Other Domestic Staff</strong></td>
<td></td>
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**Juniors (% of the rate for Kitchenhand/Laundryhand)**

- **Under 17 years of age (55%)**
  - Under 17 years of age $362.30 $18,904.00 $9.5342 $11.7271 $381.00 $19,880.00 $10.0263 $12.3234 $399.70 $20,856.00 $10.5184 $12.9377
- **17 and under 18 (65%)**
  - 17 and under 18 $428.20 $22,343.00 $11.2684 $13.8602 $450.30 $23,496.00 $11.8500 $14.5755 $472.40 $24,649.00 $12.4316 $15.2908
- **18 and under 19 (75%)**
  - 18 and under 19 $494.10 $25,781.00 $13.0026 $15.9932 $519.60 $27,112.00 $13.8602 $16.8186 $545.10 $28,443.00 $14.3447 $17.6440
- **19 and under 20 (85%)**
  - 19 and under 20 $560.00 $29,220.00 $14.7368 $18.1263 $588.90 $30,728.00 $15.4974 $19.0618 $617.80 $32,236.00 $16.2579 $19.9972

**Allowances**

- **Supervisory** $0.67 $0.70 $0.73

**Less weekly deductions**

- For board $63.65
- For lodging $31.85
- For board and lodging $95.50
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SCHEDULE 2 – EXPERIENCED TEACHER 5

S2.1 Experienced Teacher 5

The Experienced Teacher 5 provision provides an opportunity for classroom teachers to further teaching excellence and provide leadership amongst classroom teachers consistent with the ethos of the school, the school’s mission statement and strategic plan by undertaking higher level task(s).

The provisions which are contained within this Schedule will be exclusive of the Positions of Senior Administration, Positions of Added Responsibility in Catholic Schools, Queensland, (Schedule 4) which provides for those positions designated to provide support to the Principal in the overall management of the school specifically in the areas of curriculum, pastoral care and other administrative responsibilities.

Persons who hold positions under the Positions of Senior Administration, Positions of Added Responsibility in Catholic Schools, Queensland, (Schedule 4) shall not be eligible for Experienced Teacher 5 status and remuneration.

A teacher in receipt of an allowance payment in accordance with Clause 4.1.6 of this Agreement shall also be eligible for appointment to the Experienced Teacher 5 classification provided that the task(s) listed in the Experienced Teacher 5 Action Plan are exclusive of those for which the moderation allowance is paid.

S2.2 Eligibility

S2.2.1 A teacher classified at Experienced Teacher 5 is a teacher who:
   a has been on the classification Experienced Teacher 4 for a period of at least 12 months or in the case of a part-time teacher when the aggregate amount of time paid is 1,000 hours; and
   b signs an undertaking consistent with Clause S2.3: Experienced Teacher 5 Action Plan: Operative Provisions (below).
   c is entitled to, subject to Clause S2.6 (below), the relevant allowance prescribed in Schedule 1.

S2.2.2 The employing authority will initiate advice to the teacher regarding the teacher’s eligibility for Experienced Teacher 5 status which will be:
   a in writing and identify the date of eligibility; and
   b provided in a timely manner prior to the date of eligibility.

S2.2.3 Where an employing authority fails to provide written advice to a teacher regarding eligibility for Experienced Teacher 5 status, the employing authority shall in the event of the eligible teacher making successful application for Experienced Teacher 5 status, backdate payment to their eligibility date for this status.

S2.2.4 Where a teacher has been provided with such written advice and does not apply for Experienced Teacher 5 classification within one month, the right to payment back to the date of eligibility will cease.

S2.2.5 A teacher will not be prejudiced by not having complied with the undertaking given in Clause S2.3 (below) due to circumstances, relating to that undertaking, beyond the control of the employee.

S2.3 Experienced Teacher 5 Action Plan: Operative Provisions

S2.3.1 The teacher will submit a signed Experienced Teacher 5 Action Plan listing the higher level task(s) which will be undertaken as a classroom teacher consistent with:
   a the express intention of furthering teaching excellence and providing leadership amongst classroom teachers; and
   b the ethos of the school, the school’s mission statement and strategic plan;
   and which demonstrate one or more of the following skills in:
   i effective classroom practices;
   ii curriculum implementation;
   iii curriculum development;
   iv evaluating and reporting students’ progress;
v developing positive relationships with students;
vi the development of personal and professional relationships with other staff members, parents and the wider community;
vii the development and implementation of ideas gained from professional development activities to enhance students' learning;
viii the development and implementation of ideas gained from professional development activities to promote organisational development or the school's mission.

S2.3.2 Consistent with Clause S2.3.1 (above) the Experienced Teacher 5 Action Plan may involve one or more of the following indicative tasks in an identified context or area. The task(s) shall be listed on the Experienced Teacher 5 Action Plan.
a Providing support to the development of the ethos and spirituality of the school;
b Providing support to the development of strategic planning in the school;
c Developing teaching-learning activities which enhance student learning;
d Modelling effective teaching strategies and classroom management strategies;
e Providing support to the implementation of a new syllabus;
f Providing support to the development of curriculum;
g Providing support to the evaluation of curriculum;
h Making a contribution to the professional development of other teachers;
i Providing pastoral support to students;
j Providing pastoral support to other employees;
k Providing support to core testing activities;
l Undertaking the testing, recording and reporting associated with core assessment;
m Providing support to the induction programme for new staff;
n Undertaking an identified mentoring task(s);
o Providing support to a year level co-ordinator;
p Providing support to a subject area co-ordinator;
q Participation in internal and/or external school/community committees;
r Providing support to or undertaking a project activity;
s Providing support to resource development.
This is not intended to be an exhaustive list.

S2.3.3 The required undertaking consistent with Clause S2.3.1 (above) will be in the form of an Experienced Teacher 5 Action Plan consistent with Attachment A.

S2.3.5 The Experienced Teacher 5 Action Plan will be provided to the Principal and if mutually agreed, signed by the Principal.
The Principal at this time may request the teacher to reshape the Experienced Teacher 5 Action Plan in ways that respond to the specific needs of the school.
Where the Principal requests the teacher to reshape the Experienced Teacher 5 Action Plan then a revised Experienced Teacher 5 Action Plan shall be negotiated without unreasonable delay between the Principal and the teacher.
The revised Experienced Teacher 5 Action Plan will be signed by the Principal and the Teacher.
If mutual agreement is not reached then the teacher shall be advised in writing of the decision not to appoint as an Experienced Teacher 5 and remuneration shall not be paid.
The teacher may access the dispute resolution procedure as provided in Clause S2.5.4 (below).

S2.3.6 An Experienced Teacher 5 shall review the Experienced Teacher 5 Action Plan each year and if necessary revise the Experienced Teacher 5 Action Plan (Attachment B). The Principal at this time may request that a teacher revise the Experienced Teacher 5 Action Plan.
Where an Experienced Teacher 5 Action Plan is revised it will be provided to the Principal and if mutually agreed, signed by the teacher and the Principal.
The review of the Experienced Teacher 5 Action Plan shall form part of the agreed self-appraisal structure and processes.

S2.3.7 In the event that unforeseen circumstances arise which relate to the undertaking, the Experienced Teacher 5 Action Plan may be altered by mutual agreement of the teacher and Principal. The revised Experienced Teacher 5 Action Plan shall be signed by the teacher and the Principal.
S2.3.8 The task(s) identified in the Experienced Teacher 5 Action Plan will be undertaken in a timely manner and on request, with reasonable notice from the Principal.

S2.4 Classroom Allocation
S2.4.1 The task(s) of a teacher classified as Experienced Teacher 5 will not be so frequent or onerous as to detract from the primary role as a classroom teacher. The normal classroom load of such a teacher may be adjusted when necessary, from time to time at the discretion of the Principal, within available resources and in accordance with the Hours of Duty (Clause 7.8 of this Agreement).

S2.5 Grievance
S2.5.1 If, in the view of the Principal, a teacher classified at Experienced Teacher 5 does not comply with the terms of the undertaking in Clause S2.3 (above) the Principal will:
   a outline the nature of the non-compliance, in writing, to the teacher; and
   b provide the teacher with adequate opportunity to explain/address the situation.

S2.5.2 If the teacher does not provide an explanation to the satisfaction of the Principal and after being given an opportunity, fails to address the situation, then:
   a the Principal will provide a written determination to the teacher outlining the teacher's non-compliance with the undertaking; and
   b the teacher will revert back to the classification of Experienced 4 for a period of 12 months from the date of the Principal’s written determination.

S2.5.3 After the 12 month period referred to in Clause S2.5.2 (b) (above) expires, the teacher is again eligible for access to Experienced Teacher 5 status provided that the Principal is satisfied that the second undertaking given will be honoured.

S2.5.4 Any teacher aggrieved by the decision not to appoint or to remove their classification of Experienced Teacher 5 or to refuse them re-entry to the Experienced Teacher 5 classification, may access the dispute resolution procedure, Clause 2.3 of this Agreement.

S2.6 Remuneration
S2.6.1 Remuneration payable to a teacher classified at Experienced Teacher 5 is at the rate prescribed in Schedule 1.

S2.6.2 Remuneration shall be paid from the date of eligibility provided that the teacher provides an undertaking consistent with Clause S2.3 (above) prior to that date. Where the teacher provides an undertaking, consistent with Clause S2.3 (above), after the eligibility date remuneration shall be paid from the date the undertaking is provided to the Principal.

S2.7 Fixed Term Employees
S2.7.1 In the case of a full-time fixed term employee, then in addition to satisfying the conditions of Clause S2.3 (above), a fixed term teacher can access Experienced Teacher 5 status only if the teacher obtains an engagement for a period of at least three (3) school terms.

S2.7.2 In cases where the classification of Experienced Teacher 5 is not accessed by a fixed term teacher, then there can be no Employing Authority requirement or expectation that tasks consistent with the Experienced Teacher 5 provision will be performed.

S2.8 Eligibility of Part-Time Employees
S2.8.1 In the case of a teacher employed on a part-time basis of at least 0.4 of a full time employee, such a teacher may access Experienced Teacher 5 classification through the process identified in Clause S2.3 (above) and shall receive an allowance based on the relevant proportion of the full time Experienced Teacher 5 allowance.

S2.8.2 Task(s) undertaken by a part-time teacher consistent with Clauses S2.3 and S2.4 (above), will reflect the proportion of time employed at the school. No additional hours shall be paid to the part-time teacher for undertaking the Experienced Teacher 5 Action Plan.

S2.8.3
   a In the case of a part-time employee, then in addition to satisfying the conditions of Clause S2.3 (above), a part-time teacher can access the Experienced Teacher 5 classification only if the teacher obtains engagement for a period of at least three (3) school terms.
   b In cases where the Experienced Teacher 5 classification is not accessed by a part-time employee, then there can be no Employing Authority requirement of expectation that tasks consistent with the Experienced Teacher 5 provision will be performed.
S2.9 Portability
S2.9.1 Experienced Teacher 5 status is not portable from another employing authority.
S2.9.2 Teachers currently employed in Catholic education who change from one employer to another and who are eligible for Experienced Teacher 5 status, shall be eligible from the day of appointment by the Employing Authority, to submit an Experienced Teacher 5 Action Plan. When appointed to the classification of Experienced Teacher 5, payment of the relevant allowance shall be from the day of appointment as an employee provided that the teacher provides an undertaking consistent with Clause S2.3 (above) within one month of appointment as an employee.
The Experienced Teacher 5 provision provides an opportunity for classroom teachers to further teaching excellence and provide leadership amongst classroom teachers consistent with the ethos of the school, the school's mission statement and strategic plan by undertaking higher level tasks.

The task(s) identified shall be:

- in accordance with Clauses S2.3 and S2.4 of the Experienced Teacher 5 provision;
- of substance;
- easily identified; and
- capable of clear demonstration.

I agree to undertake the above task(s)

_____________________________ Date: / / 
Teacher’s Signature

Experienced Teacher 5 Status and the Experienced Teacher 5 Action Plan are operative from and appropriate salary shall be paid from this date.

_____________________________ Date: / / 
Principal’s Signature
I, __________________________ have reviewed my action plan on __________________. 
[insert name] ____________________ [date]

The Experienced Teacher 5 provision provides an opportunity for classroom teachers to further teaching excellence and provide leadership amongst classroom teachers consistent with the ethos of the school, the school’s mission statement and strategic plan by undertaking higher level tasks.

The task(s) identified shall be:

▪ in accordance with Clauses S2.3 and S2.4 (above) of the Experienced Teacher 5 provision, Schedule 2 of this Agreement;
▪ of substance;
▪ easily identified; and
▪ capable of clear demonstration.

Either

□ I confirm my current authorised Action plan dated __________________; or [date]

□ The following changes have been made to my Experienced Teacher 5 Action Plan and is submitted in accordance to the provisions (see back) provided in Schedule 2 – Experienced Teacher 5 (please attach another sheet of paper if the space below is inadequate).

..................................................................................... Date / /
Teacher’s Signature

..................................................................................... Date / /
Principal’s Signature
SCHEDULE 3 – EXPERIENCED TEACHER 6

S3.1 PART A

The objective of the classification Experienced Teacher 6 is to recognise the demonstrated skill, knowledge, proficiency and contribution of the classroom teacher.

S3.1.1 Definition

The Teacher at Experienced Teacher 6 classification is a teaching practitioner whose effective teaching and learning in the school contributes to the effective implementation, development, provision and/or evaluation of the school’s educational program.

S3.1.2 Eligibility

a Teachers who have held the classification Experienced Teacher 5 in a Queensland Catholic school for a minimum of three years are eligible for this classification.

b Teachers who hold a Position of Added Responsibility (Middle or Senior Management) may apply for recognition as Experienced Teacher 6 provided they have held the classification of Experienced Teacher 4 for at least four years. Where a teacher holds Experienced Teacher 6 classification and a PAR, the allowance paid shall be that which is the greater of the applicable two allowances.

i All teachers who have held a Position of Added Responsibility (Middle or Senior Management) and who would otherwise have been classified at Band 3 Step 4 for a minimum of four years (i.e. are deemed to have been practising teachers for a minimum of twelve years) are eligible to apply for Experienced Teacher 6 status upon taking up a position as a classroom teacher.

c Eligibility of Part-Time and Fixed Term Employees

i A part time teacher who is a continuing employee is eligible to access the Experienced Teacher 6 classification subject to fulfilling the application and service requirements as established in clause S3.1.3 of the schedule.

ii A part-time teacher for the purposes of this clause is deemed to have completed 1 year of service on the completion of 1000 hours.

iii A part-time teacher’s appointment to the Experienced Teacher 6 classification (including where employed on a fixed term basis) will be eligible for payment of the allowance on a proportionate basis.

iv A fixed term employee who is employed on a contract of at least six months and whose breaks between employment contracts with a Catholic employing authority are less than three months, is eligible to access the Experienced Teacher 6 classification subject to fulfilling the application and service requirements as established in clause S3.1.3 of the schedule.

d Eligibility of Casual Employees

i Casual employees are eligible to access Experienced Teacher 6 classification subject to fulfilling the application requirements in clause S3.1.3 and the service requirements established in clause S3.1.2(a) of this schedule.

ii Where an employee attains of holds Experienced Teacher 6 classification and is employed on a casual basis, that employee will be eligible for payment of the allowance on a proportionate basis.

S3.1.3 Method

A teacher shall be eligible for the classification Experienced Teacher 6 upon satisfying the Validation Panel that they fulfil each of the five criteria set out below. Satisfaction of Criteria A and B shall be by demonstrating high level proficiency. The remaining criteria shall be demonstrated at least at a proficient level of practice.

An Experienced Teacher 6 will also remain committed to continuing to undertake a proactive role
in enhancing student learning outcomes and continuing to perform at a high level of teaching.

S3.1.4 Format of the Application

The format of the application shall consist of a completed Application for the Position of Experienced Teacher 6. This will require the applicant to provide:

a A response containing brief statements evidencing the criteria listed below consistent with the attached proforma;

b The name, signature, contact details and a statement consistent with the attached proforma from the applicant’s principal;

c The names, signatures and contact details of two professional referees endorsing the content of the applicant’s statements.

S3.1.5 Recommendation and Endorsement

The recommendation as to whether a teacher should be recognised with the Experienced Teacher 6 classification shall be made by a Validation Panel. This shall be provided to the employing authority for endorsement.

S3.1.6 Validation Panel

The membership of the Validation Panel will be external to the school and each member will have undergone agreed training. Three members, one from each of (a), (b) and (c) will be selected from the following list:

a A Principal or nominee who is not from the school that employs the applicant;

b Person selected by the employing authority from the pool approved by the employing authority and the IEUA-QNT;

c Person selected by the IEUA-QNT from the pool approved by the employing authority and the IEUA-QNT.

Time release will be provided for panel members.

Decisions [to recommend] will be made by consensus.

S3.1.7 Review Procedure

Where the Validation Panel recommendation does not support recognition as an Experienced Teacher 6, then the Applicant may appeal to a Review Panel.

The Review Panel shall consist of three different members drawn from S3.1.6(a), (b) and (c).

If the Review Panel endorses the original recommendation of the Validation Panel, no further administrative appeal is allowed.

If the Review Panel endorses recognition as an Experienced Teacher 6, then this recommendation shall be substituted for the original recommendation to the employing authority.

Where an employing authority does not endorse a Review Panel recommendation to recognise a teacher as an Experienced Teacher 6, the Applicant must be advised in writing.

Any grievance arising from the rejection of a recommendation by the employing authority may be notified as a dispute in accordance with the grievance procedure identified in this collective agreement.

S3.1.8 Application

A teacher may make application for Experienced Teacher 6 classification in the twelve (12) months before they are eligible to receive the Experienced Teacher 6 allowance.

Where such an application is successful, the Experienced Teacher 6 allowance will be paid subsequent to the date of eligibility on either the first pay period on or after 1 July or the first pay period in the next school year in accordance with clause S3.1.9 below.
S3.1.9 Remuneration  
The Experienced Teacher 6 Allowance is payable, if the applicant is recognised as an Experienced Teacher 6, from 1 July each year for applications submitted by the first school term day on or after 31 March in that year and from the first pay period of the next school year for applications submitted by the first school term day on or after 30 September each year. The allowance will be as per Schedule 1 of this Agreement.

S3.1.10 Portability  
There shall be portability of an Experienced Teacher 6 classification between Catholic employing authorities in Queensland.

S3.1.11 Appraisal Process  
The Experienced Teacher 6 will be subject to an appraisal in accordance with the agreed Appraisal Process for teachers.

S3.1.12 Additional Duties  
An Experienced Teacher 6 may be requested to perform additional duties. Such additional duties shall be discounted from a teacher’s hours of duty as defined in the Hours of Duty provisions in this agreement.

S3.1.13 Criteria  
A teacher applying for an Experienced Teacher 6 classification shall, to the satisfaction of the Validation Panel, provide evidence of high-level proficiency in Criteria A and B listed below. The applicant shall also provide evidence of at least a proficient level of practice in the remaining three criteria.

The criteria shall be understood within the framework of the values and ethos of the school/system and may be evidenced by reference to relevant indicators for each criterion.

Inability to address a criterion other than A or B will not of itself prevent an applicant from being recommended for the Experienced Teacher 6 classification.

A. Understanding of, commitment to and support for the values and ethos of the Catholic school in the classroom and the wider school community.

B. Skills in effective inclusive classroom practices, in evaluating and reporting students’ progress and in encouraging positive relationships with students in the classroom.

C. Skills in achieving appropriate personal and professional relationships with parents/carers of students and with other relevant community members.

D. Effective personal and professional skills in collaborating with colleagues and relevant professionals in promoting student achievement.

E. Ability to develop and implement ideas gained from professional activities to enhance students’ learning.

S3.1.14 Indicators  
Possible indicators for each criterion are set out below in a non-exhaustive list.

Factors such as:

a. limited opportunity to fulfil possible indicators;

b. evidence of the relevant level of practice outside of the possible indicators, but within the parameters of the general criteria; or

c. other relevant factors

will be taken into account by panels when validating applications.
A. Understanding of, commitment to and support for the values and ethos of the Catholic school in the classroom and the wider school community.

Indicators may include effective:

- support for, and promotion of the values, ethos and policies of the school within the classroom and the wider school community;
- contribution to educational decision-making and planning through reflection on the implications of the school Mission Statement for the life of the school;
- involvement in incorporating the values of the Mission Statement into pedagogical practices within the classroom;
- involvement in the faith life of the school through prayer and liturgy.

B. Skills in effective inclusive classroom practices, in evaluating and reporting students’ progress and in encouraging positive relationships with students in the classroom.

Indicators may include effective:

- high level pastoral care and productive relationships with students;
- thorough preparation and purposeful planning for an inclusive classroom conducive to learning;
- use of an extensive repertoire of pedagogical practice;
- use of appropriate procedures for assessing students, evaluating programs, and reporting on student performance;
- contribution to developing programs and promoting strategies of classroom organisation which foster successful learning for students in the classroom;
- consistent assistance to students with specific educational needs within the classroom.

C. Skills in achieving appropriate personal and professional relationships with parents/carers of students and with other relevant community members.

Indicators may include effective:

- communication practices within the school including school reporting, parent-teacher meetings, parent nights, school open days and award nights;
- development and promotion of positive partnerships with parents and community organisations;
- contribution to developing and promoting school-parish relationships where appropriate.

D. Effective personal and professional skills in collaborating with colleagues and relevant professionals in promoting student achievement.

Indicators may include effective:

- collaboration with colleagues at the classroom level in curriculum planning and evaluation;
- collaborative support and professional assistance to other teachers in their professional development;
- performance in the role of resource person and/or mentor for other teachers in the school with respect to effective classroom practices;
- collaboration with specialist teachers in meeting the needs of students in the classroom;
- supervision and mentoring pre-service teachers.

E. Ability to develop and implement ideas gained from professional activities to enhance students’ learning.

Indicators may include effective:
understanding of, and commitment to, curriculum initiatives developed in the school in response to current educational research and policy;

- insight into individual student needs and demonstrated ability to respond to changed circumstances with innovative and well-researched practices;

- promotion and implementation of innovative classroom strategies through a wide range of methodologies, resources and assessment techniques to support independent and collaborative learning;

- leadership in developing and implementing positive, innovative strategies and approaches to classroom teaching.

### S3.2 PART B – TRANSITIONAL ARRANGEMENTS

#### S3.2.1 Experienced Teacher 6 application rounds:

- **a** Initial round:
  - i applications in by 31 August 2010
  - ii processing to be completed as expeditiously as possible thereafter – probably into Term 4
  - iii Payment backdated to 1 July 2010.

#### S3.2.2 Subsequent rounds – two per year

- **a** Applications in by first business day on or after 31 March in any year. Successful applicants to be paid from 1 July that year.

- **b** Applications in by first business day on or after 30 September in any year. Successful applicants to be paid from the first full pay period of the next school year.

#### S3.2.3 Transitional arrangements for classroom teachers to Experienced Teacher 6 status

- **a** All teachers who have held Leading Teacher / AST1 status for a minimum of three consecutive years as at 30 June 2010 are eligible to apply for Experienced Teacher 6 status in the initial round.

- **b** All teachers who have held Advanced Skills Teacher 1 status for a minimum of three consecutive years as at 30 June 2010 are eligible to apply for Experienced Teacher 6 status in the initial round.

- **c** All teachers who hold Advanced Skills Teacher 2 status as at 30 June 2010 shall transition to Experienced Teacher 6 status for the remainder of their tenure.

- **d** All teachers who have held Band 3 Step 4 classification for a minimum of four years (i.e. are deemed to have been practising teachers for a minimum of twelve years) as at 30 June 2010 are eligible to apply for Experienced Teacher 6 status in the initial round.

- **e** All teachers who have held Band 3 Step 4 classification for a minimum of three years (i.e. are deemed to have been practising teachers for a minimum of eleven years) as at 30 June 2010 are eligible to apply for Experienced Teacher 6 status after a period of one year of classification at Experienced Teacher 5.

- **f** All teachers who have held Band 3 Step 4 classification for a minimum of two years (i.e. are deemed to have been practising teachers for a minimum of ten years) as at 30 June 2010 are eligible to apply for Experienced Teacher 6 status after a period of two years of classification at Experienced Teacher 5.

#### S3.2.4 Transitional arrangements for teachers who have held a Position of Added Responsibility

All teachers who have held a Position of Added Responsibility (Middle or Senior Management) and who would otherwise have been classified at a level below Band 3 Step 4 as at 30 June
2010 (i.e. are deemed to have been practising teachers for less than twelve years) will be eligible to apply for Experienced Teacher 6 status upon completion of twelve years teaching experience.
ATTACHMENT 1:

EXPERIENCED TEACHER 6 APPLICATION PACKAGE

PURPOSE
This information is provided to assist you in applying for the classification of Experienced Teacher 6. Please read carefully before completing the Application Form.

ELIGIBILITY
Teachers who have held the classification Experienced Teacher 5 (Leading Teacher or Advanced Skills Teacher 1) in a Queensland Catholic school for a minimum of three years are eligible for this classification.

Teachers who hold a current Position of Added Responsibility and who have had twelve years teaching experience may also apply. Successful applicants will receive only the higher of the two applicable allowances.

MAKING AN APPLICATION
All applications must be on the approved Application Form. This may be downloaded by accessing the link ..........

1 Complete the following sections of the Application Form Cover Sheet
   a Applicant Details
   b Referee Details (Nominate two professional referees who have in-depth knowledge of your performance as a teacher.)
   c Current Principal
   d Confirmation of your eligibility to apply.

2 Provide evidence that you fulfil the criteria for classification at Experienced Teacher 6 by responding to each criterion in the space provided.
   a You are to use Arial 10 point font. The maximum number of words is indicated for each criterion.
   b Remember that the standard required is
      i a high level of proficiency for Criteria A & B, and
      ii proficiency for Criteria C – E.
   c The panel will look for evidence that your practice demonstrates that you satisfy the criteria. Assertions that are too general may not provide this evidence.

3 Provide your referees with a copy (preferably electronic) of the Referee Report.
   a You will also need to supply them with a copy of your responses to the criteria.
   b The completed forms are to be submitted with your application.

4 Provide your Principal with a copy (preferably electronic) of the Principal’s Statement.
   a The completed form is to be submitted with your application.
   b If you have been at your current school for only a short time or the Principal is new to the school, you may discuss with your current Principal the possibility of your immediate past Principal completing the statement. If your previous Principal makes the statement, your current Principal will still sign the Cover Sheet.

5 Complete the signatures section of the Cover Sheet.

6 Submit to ........
# EXPERIENCED TEACHER 6 APPLICATION FORM

## APPLICANT DETAILS

<table>
<thead>
<tr>
<th>Preferred title:</th>
<th>Surname:</th>
<th>Given Names:</th>
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<tbody>
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<table>
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<tr>
<th>Address:</th>
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<th>Mobile:</th>
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<table>
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<tr>
<th>Email address:</th>
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## REFEREE DETAILS

<table>
<thead>
<tr>
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<th>Referee 2:</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Position:</td>
<td>Position:</td>
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<tr>
<td>Telephone:</td>
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<td>Email:</td>
<td>Email:</td>
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</table>

## CURRENT PRINCIPAL

<table>
<thead>
<tr>
<th>Name:</th>
<th>School:</th>
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<tr>
<th>Email:</th>
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</table>

Are you eligible to apply for the classification of Experienced Teacher 6 in accordance with the provisions of Schedule 3 of the current enterprise agreement?  
Yes | No

<table>
<thead>
<tr>
<th>Signature of Applicant:</th>
<th>Date:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>/</td>
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</table>

<table>
<thead>
<tr>
<th>Signature of Supervisor:</th>
<th>Date:</th>
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</table>

<table>
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<tr>
<th>Signature of Principal:</th>
<th>Date:</th>
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<td>/</td>
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</tbody>
</table>
RESPONSES TO SELECTION CRITERIA

A. I demonstrate high level proficiency in understanding of, commitment to and support for the values and ethos of the Catholic school in the classroom and the wider school community in the following ways: (250 words maximum)

B. I demonstrate high level proficiency in effective inclusive classroom practices, in evaluating and reporting students’ progress and in encouraging positive relationships with students in the classroom in the following ways: (500 words maximum)
C. I demonstrate proficiency in achieving appropriate personal and professional relationships with parents/carers of students and with other relevant community members in the following ways: (250 words maximum)
D. I demonstrate proficiency in effective personal and professional skills in collaborating with colleagues and relevant professionals in promoting student achievement in the following ways: (250 words maximum)

E. I demonstrate proficiency in developing and implementing ideas gained from professional activities to enhance students’ learning in the following ways: (250 words maximum)
As a referee, you are asked to endorse the content of this application for Experienced Teacher 6 classification. Comments may be made in the space provided.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Endorsed</th>
<th>Comments (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A:</strong> Understanding of, commitment to and support for the values and ethos of the Catholic school in the classroom and the wider school community.</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td><strong>B:</strong> Effective inclusive classroom practices, in evaluating and reporting students’ progress and in encouraging positive relationships with students in the classroom.</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td><strong>C:</strong> Achieving appropriate personal and professional relationships with parents/carers of students and with other relevant community members.</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td><strong>D:</strong> Effective personal and professional skills in collaborating with colleagues and relevant professionals in promoting student achievement.</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td><strong>E:</strong> Developing and implementing ideas gained from professional activities to enhance students’ learning.</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
</tbody>
</table>

Referee’s Name (Please print): ____________________________________________

Referee’s Signature: _____________________________________________________

Date: ___________________________
As a referee, you are asked to endorse the content of this application for Experienced Teacher 6 classification. Comments may be made in the space provided.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Endorsed</th>
<th>Comments (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A:</strong> Understanding of, commitment to and support for the values and ethos of the Catholic school in the classroom and the wider school community.</td>
<td>Yes ☐ No ☐</td>
<td></td>
</tr>
<tr>
<td><strong>B:</strong> Effective inclusive classroom practices, in evaluating and reporting students’ progress and in encouraging positive relationships with students in the classroom.</td>
<td>Yes ☐ No ☐</td>
<td></td>
</tr>
<tr>
<td><strong>C:</strong> Achieving appropriate personal and professional relationships with parents/carers of students and with other relevant community members.</td>
<td>Yes ☐ No ☐</td>
<td></td>
</tr>
<tr>
<td><strong>D:</strong> Effective personal and professional skills in collaborating with colleagues and relevant professionals in promoting student achievement.</td>
<td>Yes ☐ No ☐</td>
<td></td>
</tr>
<tr>
<td><strong>E:</strong> Developing and implementing ideas gained from professional activities to enhance students’ learning.</td>
<td>Yes ☐ No ☐</td>
<td></td>
</tr>
</tbody>
</table>

Referee’s Name (Please print): ____________________________________________________________

Referee’s Signature: _________________________________________________________________

Date: ____________________________________________________________________________
**PRINCIPAL’S STATEMENT**

As Principal, you may endorse the content of this application for Experienced Teacher 6 classification and/or make statements in the spaces provided.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Endorsed</th>
<th>Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A:</strong> Understanding of, commitment to and support for the values and ethos of the Catholic school in the classroom and the wider school community.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>B:</strong> Effective inclusive classroom practices, in evaluating and reporting students' progress and in encouraging positive relationships with students in the classroom.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>C:</strong> Achieving appropriate personal and professional relationships with parents/carers of students and with other relevant community members.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>D:</strong> Effective personal and professional skills in collaborating with colleagues and relevant professionals in promoting student achievement.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>E:</strong> Developing and implementing ideas gained from professional activities to enhance students' learning.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**Principal’s Name** (Please print): 

**Principal’s Signature:** 

**Date:** 

111
APPENDIX: Criteria and Possible Indicators

A. Understanding of, commitment to and support for the values and ethos of the Catholic school in the classroom and the wider school community.

Indicators may include effective:

i. support for, and promotion of the values, ethos and policies of the school within the classroom and the wider school community;

ii. contribution to educational decision-making and planning through reflection on the implications of the school Mission Statement for the life of the school;

iii. involvement in incorporating the values of the Mission Statement into pedagogical practices within the classroom;

iv. involvement in the faith life of the school through prayer and liturgy.

B. Skills in effective inclusive classroom practices, in evaluating and reporting students’ progress and in encouraging positive relationships with students in the classroom.

Indicators may include effective:

i. high level pastoral care and productive relationships with students;

ii. thorough preparation and purposeful planning for an inclusive classroom conducive to learning;

iii. use of an extensive repertoire of pedagogical practice;

iv. use of appropriate procedures for assessing students, evaluating programs, and reporting on student performance;

v. contribution to developing programs and promoting strategies of classroom organisation which foster successful learning for students in the classroom;

vi. assistance to students with specific educational needs within the classroom.

C. Skills in achieving appropriate personal and professional relationships with parents/carers of students and with other relevant community members.

Indicators may include effective:

i. communication practices within the school including school reporting, parent-teacher meetings, parent nights, school open days and award nights;

ii. development and promotion of positive partnerships with parents and community organisations;

iii. contribution to developing and promoting school-parish relationships where appropriate.

D. Effective personal and professional skills in collaborating with colleagues and relevant professionals in promoting student achievement.

Indicators may include effective:

i. collaboration with colleagues at the classroom level in curriculum planning and evaluation;

ii. collaborative support and professional assistance to other teachers in their professional development;

iii. performance in the role of resource person and/or mentor for other teachers in the school with respect to effective classroom practices;

iv. collaboration with specialist teachers in meeting the needs of students in the classroom;

v. supervision and mentoring pre-service teachers.

E. Ability to develop and implement ideas gained from professional activities to enhance students’ learning.

Indicators may include effective:

i. understanding of, and commitment to, curriculum initiatives developed in the school in response to current educational research and policy;

ii. insight into individual student needs and demonstrated ability to respond to changed circumstances with innovative and well-researched practices;

iii. promotion and implementation of innovative classroom strategies through a wide range of methodologies, resources and assessment techniques to support independent and collaborative learning;

iv. leadership in developing and implementing positive, innovative strategies and approaches to classroom teaching.
SCHEDULE 4 - POSITIONS OF ADDED RESPONSIBILITY

S4.1 Coverage

Schedule 4 shall not apply to such persons who are in Holy Orders or are members of a recognised Religious Institute.

S4.2 Date of operation

S4.2.1 Schedule 4 takes effect from 1 January 2010. Purposes

S4.2.2 The parties to Schedule 4 recognise that Catholic schools are conducted for the purposes related to the Mission of the Catholic Church in addition to those purposes common to all schools in Queensland.

S4.2.3 It is therefore accepted that the management structures appropriate to Catholic schools will reflect both the nature and ethos or the values that derive from those purposes and take account of different educational needs without prejudice to principles of public accountability and equity.

S4.2.4 Schedule 4 provides Senior Administration Positions and Positions of Added Responsibility in Catholic schools that:

a assure quality learning for students;
b provide a satisfactory career path for teachers;
c incorporate a Christian leadership model that is committed to the principle of collegiality and subsidiarily;
d value responsibility for people and for processes;
e support school staff pastorally;
f maintain quality management and accountability;
g contribute positively to the particular ethos of the school;
h are determined in a fair manner; and
i receive just remuneration.

S4.3 Existing contractual arrangements

S4.3.1 A person currently employed in either a Senior Administration Position or a Position of Added Responsibility with a continuing employment contract for a position which continues to exist, shall be appointed to that continuing position on the terms included in Schedule 4.

S4.3.2 A person employed with assured permanency in a position that continues to exist shall be eligible to continue in that position on the same basis as the previous employment, i.e. permanency in the position is assured:

S4.3.3 Provided that the employee shall be remunerated within the terms of Schedule 1, and the employer may request and the employee may agree that a new contractual arrangement may be entered into as to continued tenure in the position, i.e. the parties may agree to adjust the permanency into fixed term arrangements.

S4.4 Definitions

S4.4.1 Senior administration positions

Senior Administration Positions howsoever designated include all appointments of teachers within the school who provide support to the principal in the senior management of the school.

S4.4.2 Positions of added responsibility

a Positions of Added Responsibility include all appointments of teachers within the school designated to provide support to the principal in the overall management of the school specifically in the areas of curriculum, pastoral care and other administrative...
responsibilities.

b Provided that Senior Administration Positions and Positions of Added Responsibility do not include those positions which would fill a minor co-ordinating role and which attract an allowance payment in accordance with Clause 4.1.8 of this Agreement or any other allowance of less than one point as defined.

S4.5 Appointment - secondary schools

S4.5.1 Senior administration in secondary schools

a Each person who accepts a position of Senior Administration in a secondary school shall be appointed for an initial period for 5 years with a further 5 year appointment subject to a satisfactory performance review at the conclusion of the first 5 years. The review/appraisal process shall be determined by the Employing Authority. That process will be based upon principles outlined in Attachment 1 of Schedule 4.

b After the completion of an appointment period of 10 years, the Employing Authority may at its discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S4.5.1(a) above.

c After the completion of an appointment period of 10 years and notwithstanding the foregoing clause S4.5.1(b), the Employing Authority may, by mutual agreement with the incumbent and subject to satisfactory appraisal, appoint the incumbent for a period of up to 5 years. At the completion of this agreed period, the Employing Authority will advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S4.5 of this Schedule.

S4.6 Positions of added responsibility in secondary schools

S4.6.1 Each person who accepts a position of Added Responsibility in a Secondary School shall be appointed for an initial period of 3 years. A further 3 year appointment will be made subject to a continued designation of the position and a satisfactory performance review at the conclusion of the first 3 years. The review/appraisal process shall be determined by the Employing Authority. That process will be based upon principles outlined in Attachment 1 of Schedule 4.

S4.6.2 After the completion of an appointment period of 6 years, the Employing Authority may at its discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S4.6.1 of this Schedule.

S4.6.3 Should an incumbent holding a position resign during a period of the contract, a fixed term contract will be made for the balance of the current triennium. Any subsequent appointment will be made in accordance with clause S4.6.1 of Schedule 4

S4.7 Appointment - primary schools

S4.7.1 Senior Administration in primary schools

a Each person who accepts a position of Assistant to the Principal Religious Education or Assistant to the Principal Administration in a Primary school shall be appointed on the same terms and conditions as set out in clause S4.5 of this Schedule.

b Each person who accepts a position of Religious Education Co-ordinator in a primary school shall be appointed on the same terms and conditions as set out in clause S4.6.

S4.8 Termination of employment - primary and secondary

S4.8.1 Both the employee and employer shall have the right to terminate employment in positions occupied in accordance with Schedule 4.

S4.8.2 In the case of a person categorised in accordance with clause S4.5.1 and clause S4.7.1(a) of Schedule 4, a minimum of 3 months' notice is required by either party.

S4.8.3 In the case of a person categorised in accordance with clause S4.6 and clause S4.7.1(b) of
Schedule 4 a minimum of one month’s notice is required by either party.

S4.8.4 A person whose position is terminated in accordance with the terms of Schedule 4 shall continue to be employed as a teacher under the terms and conditions of this Agreement:

Provided that, a person who occupies a position whose length of appointment is determined by clause S4.5 or clause S4.7.1 may be required to accept employment with the Employing Authority other than at the school where the previous position was held.

S4.8.5 Clause S4.8 shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty who may be summarily dismissed without notice.

S4.9 Allocation of senior administration positions

S4.9.1 Enrolment levels for the purpose of allocation of Senior Administration Positions within bands as outlined in clause S4.10 and clause S4.18 of Schedule 4 shall be those taken from the Commonwealth School Census for the year prior to the operating year.

S4.9.2 Notwithstanding the provisions of clause S4.5 and clause S4.7.1 of Schedule 4, in the event of a decrease below the enrolment required for the allocation of a Senior Administration Position, the position shall continue for that year and for the following year and then shall cease to exist:

Provided that the incumbent of the position whose appointment has terminated shall be granted continued employment with the Employing Authority as a teacher.

S4.9.3 Notwithstanding the provisions of clause S4.5 and clause S4.7.1 of this Schedule, in the event of a decrease below or increase above the enrolment required for the current classification of a Senior Administration Position, the classification of the position will continue for that year and shall then be adjusted to the appropriate band at the beginning of the following year.

S4.10 Release time senior administration positions – secondary

S4.10.1 The following table of release time from teaching duties shall apply to Senior Administration Positions in Secondary Schools. The designated figure represents the proportion of the teaching load for which the appointee will be released. The teaching load is based on the maximum contact time in Schedule 5.

**TABLE 1: Release Time for RI Secondary Senior Administration**

<table>
<thead>
<tr>
<th>Enrolments</th>
<th>Senior Administration Positions</th>
<th>Release Time (fte)</th>
<th>Release time hours effective from January 2010 (weekly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;150</td>
<td>DP+APRE</td>
<td>0.6 +0.3</td>
<td>12.9 + 6.45</td>
</tr>
<tr>
<td>151-200</td>
<td>DP+APRE</td>
<td>0.6 +0.3</td>
<td>12.9 + 6.45</td>
</tr>
<tr>
<td>201-250</td>
<td>DP+APRE</td>
<td>0.6 +0.3</td>
<td>12.9 + 6.45</td>
</tr>
<tr>
<td>251-300</td>
<td>DP+APRE</td>
<td>0.6 +0.3</td>
<td>12.9 + 6.45</td>
</tr>
<tr>
<td>301-350</td>
<td>DP2</td>
<td>0.7</td>
<td>15.05 + 15.05</td>
</tr>
<tr>
<td>351-400</td>
<td>DP2</td>
<td>0.7</td>
<td>15.05 + 15.05</td>
</tr>
<tr>
<td>401-450</td>
<td>DP2</td>
<td>0.865</td>
<td>18.6 + 18.6</td>
</tr>
<tr>
<td>451-500</td>
<td>DP2</td>
<td>0.865</td>
<td>18.6 + 18.6</td>
</tr>
<tr>
<td>501-550</td>
<td>DP2</td>
<td>0.865</td>
<td>18.6 + 18.6</td>
</tr>
<tr>
<td>551-600</td>
<td>DP2</td>
<td>0.865</td>
<td>18.6 + 18.6</td>
</tr>
<tr>
<td>601-650</td>
<td>DP2</td>
<td>0.865</td>
<td>18.6 + 18.6</td>
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<tr>
<td>651-700</td>
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<td>0.865</td>
<td>18.6 + 18.6</td>
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<tr>
<td>701-750</td>
<td>DP2</td>
<td>0.865</td>
<td>18.6 + 18.6</td>
</tr>
</tbody>
</table>
S4.10.2 Provision of additional release time beyond the above allocation may be taken from the general teaching provision of a school in accordance with local decision, subject to the terms and conditions of clause 7.8 and Schedule 5 of this Agreement.

S4.10.3 Notwithstanding the provisions in the table above, a Secondary Deputy Principal in any school may be expected to teach at least one subject line or class.

S4.10.4 In circumstances where the prescribed teaching time available is insufficient to teach one class or subject line, the Principal and Deputy Principal will prospectively discuss mechanisms so that the teaching can be undertaken and, on agreement, the mechanisms shall be appropriately recorded. Such mechanisms include the option to aggregate for periods up to one school term the senior administration release time that will be used as allocated teaching time.

S4.11 Recognition of previous service for the position of deputy principal or assistant to the principal

S4.11.1 All previous service as a Deputy Principal or Principal of a Catholic school shall be recognised in determining the appropriate salary level for the Deputy Principal. Such service as Deputy Principal or Principal is recognised provided that there is not a break of service exceeding 12 months.

S4.11.2 All service as an Assistant to the Principal, Deputy Principal or Principal of a Catholic school shall be recognised in determining the appropriate salary level for the Assistant to the Principal. Such service as Assistant to the Principal, Deputy Principal or Principal is recognised provided that there is not a break in service exceeding 12 months.

S4.11.3 A break in service of 12 months or more may be recognised as service for purposes of allocation of salary level, if that break was for the purposes of professional development or some other purpose acceptable to the Employing Authority.

S4.12 Senior administration and positions of added responsibility – secondary

S4.12.1 Positions of senior administration

a One position of Deputy Principal shall be established in all secondary schools with an enrolment of less than 300 students.

b Two positions of Deputy Principal shall be established in secondary schools with an enrolment in excess of 300 students.

c Three positions of Deputy Principal shall be established in secondary schools with an
enrolment in excess of 1200 students.

d Notwithstanding the provisions of clause S4.12.1(b) the Employing Authority may, at its
discretion, create 2 Senior Administration Positions in lieu of the second position of Deputy
Principal in schools with an enrolment in excess of 300 students.

e Notwithstanding the provisions of clause S4.12.1(b) the Employing Authority may, at its
discretion, create Senior Administration Positions in lieu of the third position of Deputy
Principal in schools with an enrolment in excess of 1200 students

S4.12.2 Allowance and release time: positions of added responsibility - secondary

a The following table outlines the minimum points available commensurate with school
enrolments for the provision of both allowance payments and release time for Positions of
Added Responsibility in Secondary Schools.

**TABLE 2: RI Secondary Schools – PAR Points Allocation**

<table>
<thead>
<tr>
<th>Enrolments</th>
<th>PAR Points Allocation from January 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(A) Maximum PAR points that may be diverted to Senior Administration, as at January 2010</td>
</tr>
<tr>
<td>&lt;150</td>
<td>8</td>
</tr>
<tr>
<td>151-200</td>
<td>8</td>
</tr>
<tr>
<td>201-250</td>
<td>8</td>
</tr>
<tr>
<td>251-300</td>
<td>8</td>
</tr>
<tr>
<td>301-350</td>
<td>0</td>
</tr>
<tr>
<td>351-400</td>
<td>9</td>
</tr>
<tr>
<td>401-450</td>
<td>6</td>
</tr>
<tr>
<td>451-500</td>
<td>11</td>
</tr>
<tr>
<td>501-550</td>
<td>7</td>
</tr>
<tr>
<td>551-600</td>
<td>11</td>
</tr>
<tr>
<td>601-650</td>
<td>11</td>
</tr>
<tr>
<td>651-700</td>
<td>11</td>
</tr>
<tr>
<td>701-750</td>
<td>11</td>
</tr>
<tr>
<td>751-800</td>
<td>11</td>
</tr>
<tr>
<td>801-850</td>
<td>12</td>
</tr>
<tr>
<td>851-900</td>
<td>12</td>
</tr>
<tr>
<td>901-950</td>
<td>12</td>
</tr>
<tr>
<td>951-1000</td>
<td>12</td>
</tr>
<tr>
<td>1001-1050</td>
<td>12</td>
</tr>
<tr>
<td>1051-1100</td>
<td>12</td>
</tr>
<tr>
<td>1101-1150</td>
<td>12</td>
</tr>
<tr>
<td>1151-1200</td>
<td>12</td>
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<tr>
<td>1201-1250</td>
<td>12</td>
</tr>
<tr>
<td>1251-1300</td>
<td>12</td>
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<tr>
<td>1301-1350</td>
<td>12</td>
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<td>1351-1400</td>
<td>12</td>
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<td>1401-1450</td>
<td>12</td>
</tr>
<tr>
<td>1451-1500</td>
<td>12</td>
</tr>
<tr>
<td>1501+</td>
<td>12</td>
</tr>
</tbody>
</table>
b Enrolment levels for the purpose of allocation of Positions of Added Responsibility within the above bands shall be those taken from the Commonwealth School Census for the year prior to the operating year.

S4.12.3 Allowance points value

a The allowance for each of the 4 levels is calculated as follows:

i one point of allowance will be equal to the Experienced Teacher 5 rate;

ii 2 points of allowance will be equal to the Experienced Teacher 5 rate plus 1/29th of Experienced 4 of the teacher classification scale;

iii 3 points of allowance will be equal to the Experienced 5 Teacher rate plus 2/29th of Experienced 4 of the teacher classification scale;

iv 4 points of allowance will be equal to the Experienced 5 Teacher rate plus 3/29th of Experienced 4 of the teacher classification scale.

S4.12.4 Release points value

a One point of release time is equal to a minimum of 48 minutes of face to face teaching.

S4.13 Allocation of allowance and release points

S4.13.1 Consultation

a The School Consultative Committee in Secondary schools will make recommendations about release time within the available points allocated for the school and appropriate for the structure they have suggested. The Principal, following consultation with the SCC, shall determine the release time to be allocated to each PAR.

S4.13.2 Academic co-ordinators

a In establishing the appropriate Academic PAR structure, the School Consultative Committee shall take account of the following:

i all academic subject areas within a school shall be supervised either by an academic co-ordinator or a member of the Senior Administration Team;

ii there shall be 4 levels of allowance;

iii the co-ordinator of a subject area or group of subject areas shall receive an allowance in addition to the salary payable under Schedule 1 of this Agreement and a minimum release time according to the total number of teaching hours per average 5 day cycle as set out in the following table.

<table>
<thead>
<tr>
<th>Level</th>
<th>Allowance</th>
<th>Minimum Release</th>
<th>The number of hours a subject is taught in the school</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>4 points</td>
<td>4 points</td>
<td>75 or more hours per average 5 day cycle</td>
</tr>
<tr>
<td>3</td>
<td>3 points</td>
<td>3 points</td>
<td>50-74 hours per average 5 day cycle</td>
</tr>
<tr>
<td>2</td>
<td>2 points</td>
<td>2 points</td>
<td>25-49 hours per average 5 day cycle</td>
</tr>
<tr>
<td>1</td>
<td>1 point</td>
<td>1 point</td>
<td>1 teacher with sole responsibility for a subject area</td>
</tr>
</tbody>
</table>
b In determining if additional release time from the quantum available is necessary, the following factors will be considered:

i the number of teachers needing to be co-ordinated

ii the number of subjects involved in any area of academic responsibility

iii the curriculum structure of the school e.g. KLAs, Middle School and Senior School, unitised / vertical curriculum

iv the number of students studying subject / KLA

v the structure of the school e.g. multiple campuses or 8-10, 11-12, 8-12 arrangements

vi school curriculum initiatives

vii other relevant factors.

c A 10% flexibility level is permissible in allocating points to release time per position.

*For example*

A level 4 Co-ordinator has the following allocation:


per cent of 4 release points = 0.4 points.

If, for example, one point of release time is equivalent to 48 minutes of face to face teaching then 0.4 release points = (0.4 x 48 minutes) = 19.2 minutes.

In this example, the range for a 4 point release is (4 x 48 minutes) + 19.2 minutes.

S4.13.3 This will permit a Level 4 Co-ordinator release time of:

S4.13.4 either 4 x 50 minute periods

S4.13.5 or 4 x 45 minute periods

S4.13.6 or 5 x 40 minute periods.

S4.13.7 Pastoral co-ordinators

a The appropriate designations, allowance and release time to be allocated, is determined by the principal following consultation with the School Consultative Committee.

b The occupants of these positions may be responsible for the welfare of groups of students whether structured by year groups, "houses" in schools or otherwise.

c In determining the appropriate allowances and release time to be recommended for Pastoral Coordinators, the School Consultative Committee shall take account of the following factors.

i the pastoral care structure of the school e.g. vertical or Year level

ii the number of students and teachers involved in the pastoral care structure

iii the number of Year levels involved if structure is based on Year levels

iv particular pastoral care needs peculiar to the school

v responsibility for outside school activities each of which is of more than 4 days' duration e.g. camps

vi other relevant factors.

S4.13.8 Other positions in response to emerging needs

a The appropriate designations, allowance and release time to be allocated, is determined by the principal following consultation with the School Consultative Committee.

b In determining the appropriate allowances and release time to be recommended for these
positions, the School Consultative Committee shall take account of the following factors:

i  impact of school initiatives

ii  the numbers of students and teachers involved in the program / activity

iii  the level of overall resourcing in a particular area e.g. technical support.

iv  other relevant factors

c  The occupants of these positions shall be responsible for activities which may include, but are not limited to, careers advice or sports co-ordination.

d  The term of appointment to these positions may be varied according to need and be less than that provided in clause S4.6 of this Schedule. Such variation would be by consultation with the incumbent, the School Consultative Committee and the Principal/employing authority.

S4.14  Par points allocation in P-10 & P-12 schools

S4.14.1  Allocation of points to positions across primary and secondary enrolments

The Principal is responsible for determining the appropriate PAR structure for the school. The School Consultative Committee shall propose to the Principal possible models of Positions of Added Responsibility appropriate for the particular school after consultation with the whole teaching staff.

In determining these models and recommending the appropriate allowances and release time, the SCC shall take into account factors such as:

a  the distribution of positions that would occur if the primary and secondary components of the school were separate (as detailed in clauses S4.13, S4.18 and S4.19 of this Schedule)

b  the curriculum organisation of the school as a whole

c  special curriculum initiatives that impact across the school

d  the pastoral care structure of the total school

e  the number of students and teachers involved in each segment of the pastoral care structure

f  the campus structure

g  the extent to which such things as technological provision and sporting competition cross over traditional primary/secondary categories

h  the level of technical, clerical or aide support across primary and secondary components of the school

S4.14.2  Additional resourcing

After considering the overall level of resources across the school, the employing authority, at its discretion, may provide additional points in exceptional circumstances.

S4.15  Appointment of religious education co-ordinator - secondary schools with enrolments of less than 300 students

S4.15.1  In Secondary Schools with enrolments of less than 300 students, a Religious Education Co-ordinator may be appointed to a Position of Added Responsibility. The Employing Authority may at its discretion appoint an Assistant to the Principal Religious Education. The additional cost beyond the appropriate allowance pertaining to a Position of Added Responsibility shall be borne by the Employing Authority.

S4.16  School consultative committee - secondary - positions of added responsibility

S4.16.1  School consultative committee – secondary

a  The Principal shall determine the appropriate middle management structure and release
time for a secondary school. In determining this structure a consultative process involving
the formation of a School Consultative Committee (SCC) will be followed.

b Membership of the School Consultative Committee shall include:
   i persons nominated by the Employing Authority/Principal
   ii one Union member elected by the school Chapter of the IEUA-QNT
   iii one staff member elected by the teaching staff other than members of Senior
      Administration.
   iv It would be appropriate for the School Consultative Committee to determine a number
      of options for the middle management structure which take account of the current
      organisation and future needs of the school. Consultation by the whole Committee with
      the entire teaching staff is recommended.
   v Appropriate management provision shall be made for pastoral, academic and other
      emerging needs of the contemporary secondary school. The Employing Authority in
      consultation with the School Consultative Committee will give consideration to the
      particular requirements of the school by first allocating up to 20% of available points to
      the pastoral area. Academic and other needs including pastoral needs will be assessed in
      the context of the remaining available points.
   vi A consultative process involving participation of the School Consultative Committee will
      be the vehicle by which the school's middle management structure will be reviewed each
      3 years or by local agreement. The detail and the form of such a review are to be
      negotiated between the parties.

S4.17 Role descriptions and key selection criteria for senior administration positions and positions
of added responsibility

S4.17.1 Role descriptions
   a Role Descriptions for all Senior Administration Positions and Positions of Added
      Responsibility will be developed where they do not already exist. Such Role Descriptions
      may include statements similar to those below:
   b Contributions to the Mission/Ethos of the School or College
      i Participate in processes that contribute to the positive development of the school
         mission and ethos
      ii Participate in processes that assist in the formation of school/College policies and
         practices
   c Learning and teaching
      i Develop and maintain effective teaching
      ii Implement quality pedagogies
      iii Plan, implement and evaluate the nature of student’s learning outcomes
      iv Develop collaborative ways of improving teaching and learning in specialised subject
         areas
   d Information, communication and technology
      i Establish policies relating to the use of information technologies for students and
         teachers
      ii Monitor the implementation of the use of information technologies for students and
         teachers
      iii Plan for the provision of suitable professional development
   e Accountability including student outcomes
i  Become familiar with QSA procedures and requirements relating to the programming and assessment
ii  Develop and implement QSA and school based programs
iii  Plan for the provision of quality professional development for staff

f  Accountability to school community
i  Ensure quality reporting programs are in place for students, parents and staff
ii  Work collaboratively with the school administration to develop these reporting programs

g  Professional development
i  Access quality professional development for staff
ii  Develop collaboratively school based professional development
iii  Encourage participation in professional associations or similar organisation

h  Management of staff and resources
i  Work collaboratively with staff and administration to ensure appropriate allocation of classes
ii  Establish effective budgeting and resource process
iii  Ensure appropriate WHS procedures are established and monitored

S4.17.2  Key selection criteria
a  Key Selection Criteria will be developed where they do not exist currently. Such Key Selection Criteria could include:
i  Demonstrated commitment to the Catholic mission/ethos of the school/college
ii  Demonstrated achievement in the learning and teaching aspects of school life
iii  Ability to implement and use creatively a range of activities associated with information technology
iv  Demonstrated understanding of curriculum development and QSA and employing authority procedures
v  Ability to plan effectively and communicate an appropriate range of reporting processes
vi  Demonstrated involvement and commitment to quality professional development
vii  Ability to develop processes to manage staff and resources effectively and collaboratively

S4.18  Remuneration and release time - primary schools

S4.18.1  A position of Assistant to the Principal Religious Education and a position of Assistant to the Principal Administration shall be established in schools with an enrolment of 451 or more students. The occupant of either of these positions may be required to deputise for the Principal in respect of short term absences.

S4.18.2  A position of Assistant to the Principal Religious Education or Religious Education Co-ordinator shall be established in schools with an enrolment of 450 or less students.

S4.18.3  In schools of 450 or less students, a specific teacher shall be designated to deputise for the Principal in respect of short term absences. Where the person deputising is not the Assistant to the Principal Religious Education or Religious Education Co-ordinator, an allowance of one point per annum shall be paid.

S4.18.4  If REC/APRE does not deputise, the person appointed to deputise shall receive one point of
allowance per annum by way of remuneration.

S4.18.5 The following table outlines the minimum positions, form of remuneration and release time commensurate with school enrolments for Senior Administration Positions in Primary Schools.

S4.18.6 The coordination time provisions allocated in the following table will be used to provide for the coordination and development of curriculum in primary schools.

### TABLE 3: RI Primary Schools - Senior Administration

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;51</td>
<td>REC/APRE</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>51-75</td>
<td>REC/APRE</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>76-99</td>
<td>REC/APRE</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>100-150</td>
<td>REC/APRE</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>151-199</td>
<td>REC/APRE</td>
<td>3</td>
<td>7.5</td>
</tr>
<tr>
<td>200-224</td>
<td>REC/APRE</td>
<td>3</td>
<td>7.5</td>
</tr>
<tr>
<td>225-250</td>
<td>REC/APRE</td>
<td>3</td>
<td>7.5</td>
</tr>
<tr>
<td>251-300</td>
<td>REC/APRE</td>
<td>4</td>
<td>7.5</td>
</tr>
<tr>
<td>301-325</td>
<td>REC/APRE</td>
<td>4</td>
<td>11</td>
</tr>
<tr>
<td>326-400</td>
<td>REC/APRE</td>
<td>Salaries</td>
<td>13.75</td>
</tr>
<tr>
<td>401-450</td>
<td>REC/APRE</td>
<td>Salaries</td>
<td>13.75</td>
</tr>
<tr>
<td>451-500</td>
<td>APRE + APA</td>
<td>Salaries</td>
<td>16.5</td>
</tr>
<tr>
<td>501-550</td>
<td>APRE + APA</td>
<td>Salaries</td>
<td>16.5</td>
</tr>
<tr>
<td>551-600</td>
<td>APRE + APA</td>
<td>Salaries</td>
<td>16.5</td>
</tr>
<tr>
<td>601-700</td>
<td>APRE + APA</td>
<td>Salaries</td>
<td>Full</td>
</tr>
<tr>
<td>701-799</td>
<td>APRE + APA</td>
<td>Salaries</td>
<td>Full</td>
</tr>
<tr>
<td>800-899</td>
<td>APRE + APA</td>
<td>Salaries</td>
<td>Full</td>
</tr>
<tr>
<td>900-949</td>
<td>APRE + APA</td>
<td>Salaries</td>
<td>Full</td>
</tr>
<tr>
<td>950-999</td>
<td>APRE + AP + AP</td>
<td>Salaries</td>
<td>Full</td>
</tr>
<tr>
<td>1000-1099</td>
<td>APRE + AP + AP</td>
<td>Salaries</td>
<td>Full</td>
</tr>
<tr>
<td>1100-1199</td>
<td>APRE + AP + AP</td>
<td>Salaries</td>
<td>Full</td>
</tr>
<tr>
<td>1200-1299</td>
<td>APRE + AP + AP + AP</td>
<td>Salaries</td>
<td>Full</td>
</tr>
<tr>
<td>1300-1399</td>
<td>APRE + AP + AP + AP</td>
<td>Salaries</td>
<td>Full</td>
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<td>1400-1499</td>
<td>APRE + AP + AP + AP</td>
<td>Salaries</td>
<td>Full</td>
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<tr>
<td>1500+</td>
<td>APRE + AP + AP + AP</td>
<td>Salaries</td>
<td>Full</td>
</tr>
<tr>
<td>Enrolments</td>
<td>Weekly time release from January 2010</td>
<td></td>
<td></td>
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<tr>
<td>------------</td>
<td>-------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&lt;51</td>
<td>4 hrs</td>
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<td>51-75</td>
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<td>76-99</td>
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<td>100-150</td>
<td>4 hrs</td>
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<td>151-199</td>
<td>4 hrs</td>
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<td>200-224</td>
<td>4.5 hrs</td>
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<td>225-250</td>
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<td>301-325</td>
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<td>401-450</td>
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<td>501-550</td>
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<td>950-999</td>
<td>20 hrs</td>
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<td>1000-1099</td>
<td>22 hrs</td>
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</tr>
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<td>1100-1199</td>
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<td>1200-1299</td>
<td>26.5 hrs</td>
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<td>1300-1399</td>
<td>29 hrs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1400-1499</td>
<td>31 hrs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1500+</td>
<td>33.25 hrs + 0.1 FTE per additional 100 students</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**S4.19 Appointment of assistant to the principal religious education or religious education co-ordinator - primary schools with enrolments of less than 150 students**

S4.19.1 It is recognised by the parties that difficulty may be encountered in the attraction of suitable applicants to the positions of Assistant to the Principal Religious Education or Religious Education Co-ordinator in schools in remote localities with enrolments of less than 150 students.

S4.19.2 The Employing Authority undertakes to make every effort to fill a vacant position both by internal notification and by newspaper advertisement. Should the position remain vacant, the Principal shall carry out the appropriate duties until a suitable applicant can be found:

Provided that a suitably qualified applicant may be appointed for a fixed term period of one year, in accordance with the fixed term provisions contained in clause 3.5 of this Agreement.

**S4.20 Appointment of members of religious congregations to senior administration positions and positions of added responsibility**

S4.20.1 An Employing Authority shall place in a school any number of Religious Congregation members it deems appropriate. Whilst placement of Congregational members would normally be at the beginning of the year or semester, placement may occur at other times. The Employing Authority, in making all placements shall consider the interests of the students, Principal and other staff members.

S4.20.2 The Employing Authority shall retain the right to appoint the Principal, and any other person to Positions of Added Responsibility through the Principal.

S4.20.3 Where a Congregational member is appointed to a position of Senior Administration or other Positions of Added Responsibility then the points allocated to both allowance and release time for such a position should be considered to be allocated as if the appointee was a salaried
teacher.

S4.20.4 Schools shall not allocate points belonging to a Congregational member occupying a Position of Added Responsibility to any other Position of Added Responsibility in the school. A salaried teacher may be appointed to a Position of Added Responsibility previously held by a Congregational member. A Congregational member may be appointed to a Position of Added Responsibility previously held by a salaried teacher.

S4.21 Appointment of acting positions

S4.21.1 Provision for the appointment of a person to act in a Senior Administration Position or a Position of Added Responsibility.

a This provision applies to the appointment of a person to act in the position of Deputy Principal, Assistant to the Principal (Administration), Assistant to the Principal (Religious Education), in Primary and/or Secondary schools or a Position of Added Responsibility.

b Appointment to an acting position is for a defined period and shall be confirmed in writing.

c An acting position may be determined in those situations where the incumbent is on leave or an interim vacancy exists.

d The number and/or existence of such positions are determined by the employing authority.

e The appointment to an acting position is for a fixed term of 4 or more continuous weeks. Clause S4.21 (a) of this Schedule shall not preclude appointment to an acting position for less than 4 weeks for emergent reasons.

f An appointment of 4 weeks may include student free days.

g The 4 weeks or more of continuous service in the acting position will be exclusive of the vacation periods. Where the appointment is made across a vacation period the appointee will be paid at the acting rate for the vacation period. Where the appointment is contiguous to student free days the student free days shall be paid at the acting rate.

h The salary rate paid shall be in accordance with the salary schedule outlined in Schedule 1 of this Agreement for that position provided that the acting appointee's experience in the position shall be recognised.

i Where appropriate the employing authority/principal may call for expressions of interest from current employees regarding the acting position.

j All paid leave taken during an acting appointment shall be paid at the appropriate acting rate.

k School vacation leave, which is immediately following a period designated as acting, shall be paid at the acting rate.

l When an employee takes paid leave immediately following a period designated as acting, that employee shall be paid for such leave at the acting rate.

S4.22 Amendment to the application of this Schedule

S4.22.1 In special or unique circumstances the employing authority and the Union may enter into arrangements, the application of which will amend the provisions of this Schedule for an identified school. These arrangements will be recorded in writing by way of exchange of letters between the parties and will normally be for a period not exceeding 12 months.
ATTACHMENT 1 - Review/Appraisal Process Principles

The Principles that shall be applied to the appraisal process will include the following:

a. Shared Responsibility
b. Negotiation
c. Consultation
d. Self Review of Performance Based on Role Description and Duty Statements
e. Validation
f. Documentation
g. Confidentiality
h. Natural Justice
i. Resourcing

The above Principles are elaborated in the following terms:

i. Shared Responsibility:
   - The responsibility for the appraisal process is shared by the employer (or nominee) and the appraisee.
   - The details of the process will clearly indicate who has the responsibility for each component of the process and how the responsibility will be exercised.

ii. Negotiation:
   - Negotiable aspects should be identified and documented within the broad framework developed by each employing authority/school for its appraisal process.
   - The Principal/Appraisee should be prepared to discuss and agree upon certain aspects within the broad framework of the appraisal process.

iii. Consultation:
   - The Employing Authority/Principal consults collaboratively with the role holder for input and advice.
   - The final decision on the appraisal process rests with the employing authority.

iv. Self Review of Performance Based on Role Description and Duty Statement:
   - The appraisee reflects upon practice within the framework of the Role Description and Duty Statement applicable during the term under review.
   - These documents set and inform the parameters for the format of the self review.
   - The self review may be transmitted in written, oral or some other negotiated form.
   - The self review may be a culmination of on-going documentation of practice.
   - The reflection includes areas of performance that are believed to have been effective and areas of performance that may require further development.
   - It is the performance of the incumbent that is being reviewed. There is no judgement of the person involved.

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

vi. Documentation:
- The Summative Appraisal generates a written report that is submitted to the Employing Authority/Principal. The report remains the property of the Employing Authority / Principal and the Appraisee.

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

viii Natural Justice:
- The appraisee is advised of the content of information obtained in relation to the appraisee as part of the process. Only information which has been substantiated will form part of the appraisal process.
- The appraisee has the right to approach the panel to be informed of the content and nature of the information gathered and the identity of those who supplied it.
- The appraisee is given reasonable opportunity to respond to the matters dealt with in the information.
- Any person asked to provide information for use in an appraisal process is to be advised, at the time of the request, that such information and the identity of the person providing the information may be made known to the appraisee.

ix Resourcing:
- Provision of appropriate resources for the process will be negotiated between the appraisee, those undertaking a role in the appraisal on the one hand and the employing authority on the other.
- Those elements of the process which are of the nature of self-appraisal will not receive additional resources from the employing authority.
- The level of resourcing to address the outcomes of appraisal will be a matter of negotiation between the appraisee and the employing authority.
SCHEDULE 5 - HOURS OF DUTY (TEACHERS)

S5. Hours of Duty (Teachers)

S5.1 Coverage

S5.1.1 This Schedule shall apply to those teachers employed by the Religious Institute Employing Authorities in Catholic Schools throughout the State of Queensland (but excluding All Hallows School) who are not categorised as principals, deputy principals, assistant to the principal - religious education or assistant to the principal - administration.

S5.2 Date of operation

Schedule 5 takes effect from 1 January 2010.

S5.3 Hours of duty – secondary

The hours of duty of secondary teachers shall be up to 31 hours per week in those schools where existing arrangements require such a quantum. In all other cases, the hours of duty shall be 30.5 per week.

S5.3.1 Contact time

Of the 31 hours or 30.5 hours required per week occurring between Monday and Friday in a secondary school a maximum of up to 21.5 hours shall be contact time. Contact time shall include programmed teaching time, programmed sporting, administrative/pastoral care classes and assembly time.

S5.3.2 Preparation and correction time - classroom teachers

In addition an amount equal to 20% of actual contact time (excluding assembly time) shall be allocated to preparation and correction time. However part of this preparation and correction time may be used for supervision or cover periods for a yearly average of up to 10 periods per year.

S5.3.3 Other duties

The remainder of the total quantum of hours shall be defined as "other duties" and shall include the following activities:

a movement between classes;

b preparation and correction outside the 20% mentioned above programmed in the school day;

c class/playground/transport etc. supervision;

d staff meetings;

e educational activities associated with the programmed curriculum;

f parent/teacher consultations which form part of the school's programmed reporting to parents;

g attendance at school for the required time before the commencement of classes;

h school worship;

i supervision or covers periods outside that mentioned above.

S5.4 Hours of duty – primary

The hours of duty for primary teachers shall be up to 30 hours per week worked between Monday and Friday.

Class contact time in the primary area shall be 26 hours 40 minutes per week, and shall include face to face teaching, pastoral care and sporting activities which form part of the programmed
school day.

S5.5 The remaining hours shall be defined as "other duties" and shall include:
- class/playground/transport supervision;
- staff meetings;
- educational activities associated with the curriculum as programmed;
- attendance at school for the required time before the commencement of classes;
- school worship;
- parent/teacher consultations which form part of the school's programmed reporting to parents;
- sacramental programme;
- school assembly for administrative purposes.

S5.6 Playground supervision - primary teachers
In those primary schools where duty of care obligations cannot be accommodated within the maximum quantum of 30 hours per week, an additional one hour per week shall be required for the performance of playground supervision.

S5.7 Overtime rate
Overtime shall be payable in accordance with the provisions of clause 4.1.4 of this Agreement.

S5.8 Extra-curricular duties
Extra-curricular activities shall be honorary and voluntary.

S5.9 Meal breaks
S5.9.1 Morning tea breaks of 50 minutes per week shall be included in the total number of hours per week.
S5.9.2 Unpaid lunch breaks shall occur in accordance with existing practice.

S5.10 Additional hours per term
There shall also be a quantum of 3 hours per term which will be required of all primary and secondary teachers for attendance at special activities for particular groups, e.g. year level, whole school, special interest group activities.

S5.11 Determination of other duties
Other duties shall be exclusive of week-ends and public holidays, and shall be determined at the beginning of a term, semester or year by consultation between both Primary and Secondary teaching staff and the school administration, within the maximum allocation outlined in clauses S5.3 and S5.4. Variations to this arrangement as a result of emergent or unforeseen circumstances shall also be determined by way of the consultative process.

Disputes between the staff and the employing authority shall be processed through a grievance procedure which will be characterised by the following steps:

a In so far as it is possible, the principal should indicate to members of staff the extent and nature of other duties required of them on a semester by semester basis;

b Both the principal and the staff shall hold a formal meeting to discuss the issues arising out of such a requirement;

c If a consensus is not reached and both parties, namely the school staff and the principal cannot reach agreement, then both parties can have recourse of their industrial advisers.
S5.12 **Spread and flexibility**

The hours of duty required of a teacher in both the primary and secondary areas shall be flexible over a term or semester. Such requirements will be prospective and made known to the teacher involved.

S5.13 **School level variation**

The employer, whether system or school, the employees concerned in each establishment and the Union may consult over variation to the provisions herein or implementation thereof; the objective of consultation being to reach agreement on variation and implementation at enterprise level. The outcome of such consultation shall be recorded in writing and require endorsement of the parties to Schedule 5.

S5.14 **Vacation leave**

It is not intended to reduce the quantum of vacation periods currently being enjoyed by teaching staff. Any proposed variation to this arrangement which may arise as a result of changing educational needs would be subject to consultation and negotiation between the parties. Where agreement cannot be reached either party reserves the right to refer the matter to Fair Work Australia for determination.
SCHEDULE 6 - TERM TIME EMPLOYEES OTHER THAN TEACHERS

S6. TERM TIME EMPLOYEES OTHER THAN TEACHERS

S6.1 Term time definition

S6.1.1 Term-time employee is an employee who may be employed on a continuing basis or on a fixed period basis (as defined below) and is engaged to work:-

a. 38 ordinary hours per week but less than 52 weeks per annum; or

b. less than 38 ordinary hours per week and less than 52 weeks per annum, provided that the minimum weekly hours will be 12.

S6.2 Contract of Employment

S6.2.1 Employees offered term-time employment, as described in this agreement, shall be advised in writing, at the point of engagement and at other times when varied in accordance with this agreement, the following. The:-

a. nature of engagement as a term time employee

b. weeks the term time employee is to be employed.

c. days of the week the term time employee is to be employed.

d. normal starting and finishing time for each day's employment.

e. duration of the engagement in respect of employment for a fixed period.

S6.3 Employment conditions for term time employees

S6.3.1 Where an employee is employed on a term time basis, the employee shall be entitled to be paid an hourly rate for ordinary hours worked equal to the appropriate weekly full time rate divided by 38.

S6.3.2 Employees under this subclause shall be entitled to receive pro rata entitlements to annual leave and sick leave in accordance with Clauses S6.5 and S6.6 within this Schedule.

S6.3.3 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.

S6.4 Accrued Hours

S6.4.1 Where an employing authority authorizes additional hours to be worked by an employee beyond the normal hours worked, these hours may be accrued on an agreed basis between the employing authority and the employee. These accrued hours must be availed of during school vacation periods except where the employing authority, at the request of the employee, approves that accrued hours be taken at alternative times. The hours accrued shall be paid at the ordinary time rate.

S6.4.2 All employees shall have a zero balance of accrued hours at the beginning of each twelve-month cycle. A twelve-month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any accrued hours not taken prior to the completion of each twelve-month cycle will be paid to the employee.

S6.4.3 Notwithstanding the above, the annual leave loading will be paid on no more than 4 weeks.

S6.4.4 On resignation, employees must avail themselves of any accrued hours prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of accrued hours, these accrued hours shall be paid to the employee upon resignation.
S6.5 Sick leave for term time employees

S6.5.1 Term-time employees shall be entitled to pro rata sick leave calculated on the following basis:

a for each completed year of service - 76 hours x ordinary hours worked per week ÷ 38

b for each completed period of 5.2 weeks in respect of an incomplete year of service - 7.6 hours x ordinary hours worked per week ÷ 38

S6.6 Annual leave for Term-time employees

S6.6.1 Entitlements –

a Term-time employees shall, at the end of each school year, be entitled to annual leave with pay as set out hereunder.

\[
\text{Number of weeks worked during the year} \times 4 \text{ weeks} \times \text{average hours per week calculated on weeks worked}
\]

b Subject to the provision of sub-clause (a) above annual leave shall be taken by term-time employees during school vacation periods unless otherwise agreed between the employer and employee.

c If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

d An employee who has taken in advance the whole of the annual leave that would be due at the end of a school year, is not entitled to any further annual leave at the end of that school year.

e An employee who has taken in advance part of the annual leave that would be due at the end of a school year, becomes entitled at the end of that school year to the part of the annual leave not already taken.

S6.6.2 Calculation of annual leave pay –

a In respect to annual leave entitlements to which this clause applies, annual leave pay (including any proportionate payments) shall comprise:

i the employee's ordinary wage rate as prescribed by this agreement for the period of the annual leave; and

ii a further amount calculated at the rate of seventeen and one-half(17 ½%) percent of the amounts referred to in provision (i) of this subclause.

S6.6.3 Payment of annual leave accrual on termination of employment –

a If a term time employee is dismissed by the employer or voluntarily leaves employment after any leave has become due, and without such leave having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with subclause S6.6.2 hereof.

b If the employment of any employee is terminated before the expiration of a full school year, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to one-twelfth of ordinary pay for the period of employment calculated in accordance with subclause S6.6.2 hereof.

c If any such leave shall not have been taken as it falls due from time to time, such leave shall
be cumulative from year to year for a period not exceeding two (2) years.

d Such annual holiday shall be exclusive of any statutory holiday which may occur during the period of that annual holiday and shall be paid for by the employer in accordance with current provisions.

S6.7 Fixed period term-time definition

S6.7.1 A fixed period term-time employee is one engaged to work 38 ordinary hours or less per week with a specified commencement and cessation date and for a period of less than 52 weeks in respect of any one engagement.

S6.7.2 A fixed period term-time employee shall be appointed only to accommodate an identifiable short term need. Without limiting the application of the foregoing, an identifiable short term need could include:

a special projects
b proposed closure of a school
c special government grants
d filling the position of a specified employee whom is on nominated leave from the school
e filling the position of an employee arising from a resignation, where such position is declared vacant and no suitable permanent employee is available.

S6.7.3 Provided a fixed period employee shall be employed for a period no greater than 12 months; provided further that if the identifiable short-term need exists after the twelve (12) month period, the fixed period appointment may be re-negotiated.

S6.7.4 Any agreement reached between an employer and an employee as prescribed by this clause shall be in writing, signed by both the employee and the employee, and shall clearly identify the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

S6.8 Other conditions for term time employees

All other terms and conditions of employment will be in accordance with those contained in the relevant Schedule to this Agreement.
SCHEDULE 7 – APPRAISAL PROCESS PRINCIPLES

S7. APPRAISAL PROCESS PRINCIPLES

S7.1 The Principles that shall be applied to the appraisal process will include the following:
   a Shared Responsibility
   b Negotiation
   c Consultation
   d Self Review of Performance Based on Role Description and Duty Statements
   e Validation
   f Documentation
   g Confidentiality
   h Natural Justice
   i Resourcing

S7.2 The above Principles are elaborated in the following terms:

S7.2.1 Shared Responsibility:
   a The responsibility for the appraisal process is shared by the employer (or nominee) and the appraisee.
   b The details of the process will clearly indicate who has the responsibility for each component of the process and how the responsibility will be exercised.

S7.2.2 Negotiation:
   a Negotiable aspects should be identified and documented within the broad framework developed by each employing authority/school for its appraisal process.
   b The Principal/Appraisee should be prepared to discuss and agree upon certain aspects within the broad framework of the appraisal process.

S7.2.3 Consultation:
   a The Employing Authority/Principal consults collaboratively with the role holder for input and advice.
   b The final decision on the appraisal process rests with the employing authority.

S7.2.4 Self Review of Performance Based on Role Description and Duty Statement
   a The appraisee reflects upon practice within the framework of the Role Description and Duty Statement applicable during the term under review.
   b These documents set and inform the parameters for the format of the self review.
   c The self review may be transmitted in written, oral or some other negotiated form.
   d The self review may be a culmination of on-going documentation of practice.
   e The reflection includes areas of performance that are believed to have been effective and areas of performance that may require further development.
   f It is the performance of the incumbent that is being reviewed. There is no judgement of the person involved.

S7.2.5 Validation:
   a Within the framework of the process, data related to the role and duty statements will be gathered to validate the self review.
   b The methodology for validation shall form part of the consultation process.

S7.2.6 Documentation:
   a The Summative Appraisal generates a written report that is submitted to the Employing Authority/Principal. The report remains the property of the Employing Authority / Principal and the Appraisee.

S7.2.7 Confidentiality:
   a All materials other than the final report generated in the process shall remain confidential to that process.

S7.2.8 Natural Justice:
   a The appraisee is advised of the content of information obtained in relation to the appraisee as part of the process. Only information which has been substantiated will form part of the appraisal process.
b  The appraisee has the right to approach the panel to be informed of the content and nature of the information gathered and the identity of those who supplied it.
c  The appraisee is given reasonable opportunity to respond to the matters dealt with in the information.
d  Any person asked to provide information for use in an appraisal process is to be advised, at the time of the request, that such information and the identity of the person providing the information may be made known to the appraisee.

S7.2.9  Resourcing:
  a  Provision of appropriate resources for the process will be negotiated between the appraisee, those undertaking a role in the appraisal on the one hand and the employing authority on the other.
b  Those elements of the process which are of the nature of self-appraisal will not receive additional resources from the employing authority.
c  The level of resourcing to address the outcomes of appraisal will be a matter of negotiation between the appraisee and the employing authority.
S8. School Officers’ Classification

S8.1 Wage relativities

<table>
<thead>
<tr>
<th>Level</th>
<th>Step</th>
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</table>

S8.2 Reclassification process for School Officers

S8.2.1 A school officer may request a reclassification of their position. Such a request may be made either in relation to the classification level of an existing position or where the classification level of the position has been changed. Except in exceptional circumstances no employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12 month period.

S8.2.2 The employee shall make any such Request for Reclassification, in writing, to the employer.

S8.2.3 The employer shall consider the Request for Reclassification and notify the employee in writing
of the decision regarding the employee’s request.

S8.2.4 If after receiving the employer’s notification, the employee believes that their position has not been classified at the correct level, the employee may apply for a review of that decision. In this case the employee shall make written application for a Review of Classification to the employer.

S8.2.5 Where the employer receives a Review of Classification application, the employer shall advise the Independent Education Union – Queensland and Northern Territory (IEUA-QNT) in writing that an application has been received.

S8.2.6 A joint review of the classification by IEUA-QNT and the employer shall then take place. The persons representing IEUA-QNT and the employer will, wherever practicable, have substantial experience in the classification of school officers. Further, wherever practicable, the person who made the original decision in relation to the classification will also be involved.

S8.2.7 The joint review will seek to reach a consensus position. The school officer will be advised in writing of the outcome of this review.

S8.2.8 If an agreed outcome cannot be reached between the employer and IEUA-QNT then the employee may refer the matter to Fair Work Australia in the terms of the Grievance Procedure.

S8.2.9 The provisions of this clause S8.2.2 will be in addition to the provisions of clause 8.1 of this Agreement.

S8.3 Allowances

S8.3.1 A school officer who has been on Level 2 Step 3 for twelve months (or 1976 hours for other than full time employees), and who holds a Certificate Level (III) qualification (or higher) which is relevant to their work, and who holds a current First Aid certificate will receive the Qualification Allowance identified in Schedule 1 – Wages, Salaries and Allowances.

S8.3.2 A school officer will apply for the payment of the allowance prescribed in S8.3.1. Where the employee applies for the Allowance within six (6) months of the qualification being obtained the Allowance will be paid as from the date that the qualification is obtained. In other circumstances the school officer will be paid the Allowance from the date of making the application.

S8.3.3 A school officer who holds a current First Aid certificate and who is appointed by their employer to be a First Aid Officer will receive the First Aid Allowance identified in Schedule 1 – Wages, Salaries and Allowances.

S8.3.4 A school officer who is designated by their employer to engage in, or assist particular students with, ongoing specialised care needs (for example, medical, manual handling and / or hygiene procedures) will receive a Specialised Care Allowance, identified in Schedule 1 – Wages, Salaries and Allowances. The Specialised Care Allowance is equivalent in value to the First Aid Allowance.

S8.3.5 A school officer may receive either the Qualifications Allowance (Clause S8.3.1) or the First Aid Allowance (Clause S8.3.3) or the Specialised Care Allowance (Clause S8.3.4) but not more than one of these allowances.

S8.3.6 Where a Level 2 school officer holds a Certificate Level (III) qualification (or higher) which is relevant to their work, and the school officer wishes to access the allowance identified in clause S8.3.1, the employer will pay any fees associated with obtaining and maintaining the First Aid certificate. The employee will contribute the time required to obtain the qualification.

S8.3.7 The employer will pay any fees associated with obtaining and maintaining the First Aid certificate which are incurred by a Level 2 school officer in the twelve (12) months immediately preceding such an employee satisfying the other two criteria (twelve months on Level 2 Step 3, and obtaining a Certificate Level (III) qualification (or higher) which is relevant to their work) identified in S8.3.1. The fees will be reimbursed to the school officer by the employer upon the meeting of the two (2) criteria (twelve (12) months on Level 2 Step 3, and obtaining a
Certificate Level III qualification (or higher) which is relevant to their work). The employee will contribute the time required to obtain and/or maintain the first aid qualification.
## CHARACTERISTICS AND QUALIFICATION

### Competency of Employee

<table>
<thead>
<tr>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Level 5</th>
<th>Level 6</th>
<th>Level 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competency at this level involves application of knowledge and skills to a range of tasks and roles.</td>
<td>Competency at this level involves application of knowledge with depth in some areas and a broad range of skills.</td>
<td>Competency at this level involves self directed application of knowledge with substantial depth in some areas.</td>
<td>Competency at this level involves self directed development and application of professional knowledge with substantial depth in some areas.</td>
<td>Competency at this level involves the use of initiative in self directed development and application of expert knowledge with extensive recognised expertise in some areas.</td>
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<tr>
<td>There is a defined range of contexts where the choice of actions required is clear.</td>
<td>There is a range of roles and tasks in a variety of contexts.</td>
<td>There is a wide variety of tasks and roles in a variety of contexts.</td>
<td>A range of technical and/or other skills are applied to roles and functions in both varied and highly specific contexts.</td>
<td>A breadth and depth of professional skills are applied to roles and functions in both varied and highly specific contexts.</td>
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<tr>
<td>There is limited complexity of choice.</td>
<td>There is some complexity in the extent and choice of actions required.</td>
<td>There is complexity in the ranges and choice of actions required.</td>
<td>A proportion of competencies involve complex, specialized or professional functions.</td>
<td>A high proportion of competencies involve significant scope and/or complex, specialized or professional functions.</td>
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<tr>
<td>Competencies are normally checked within well established routines, methods and procedures.</td>
<td>Competencies are normally used within routines, methods and procedures.</td>
<td>Competencies are normally used independently and both routinely and non routinely.</td>
<td>Competencies are used independently and are substantially non-routine with initiative being exercised in the application of professional practices.</td>
<td>Duties of an innovative and/or critical nature are undertaken without professional direction and initiative is exercised in the application of professional practices.</td>
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<tr>
<td>Limited discretion and judgement about possible actions is involved.</td>
<td>Some discretion and judgement are involved in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.</td>
<td>Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services actions and achieving outcomes within time constraints.</td>
<td>Discretion and judgement are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.</td>
<td>Significant discretion and judgement are required in planning, design, professional, technical or supervisory functions related to services, operations or processes for self and/or others.</td>
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<tr>
<td>Significant discretion and independent judgement are required within constraints set by management.</td>
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<td>Level 2</td>
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<td>Works under direct and/or routine supervision depending on function.</td>
<td>Works under limited supervision.</td>
<td>Work is carried out under general supervision.</td>
<td>Works under general supervision and/or broad guidance depending on function.</td>
<td>Works under broad guidance.</td>
<td>Work is usually performed under general guidance with limited or no professional supervision.</td>
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<tr>
<td>Work is intermittently checked.</td>
<td>Work may be checked in relation to overall progress</td>
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<td>May take the form of general guidance where working in teams is involved.</td>
<td>May take the form of broad guidance.</td>
<td>Progress and outcomes sought are under general guidance.</td>
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<td>May involve detailed instructions in some situations;</td>
<td>May involve a level of autonomy when working in teams.</td>
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<td>Supervision of Others</td>
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<tr>
<td>An employee at this level will have no supervisory responsibilities</td>
<td>Peer assistance may be provided to others.</td>
<td>The work of others may be supervised</td>
<td>An employee may have limited responsibility for guidance of the work of others</td>
<td>Responsibility for the work and organisation of others in limited areas.</td>
<td>Responsibility for the planning and management of the work of others may be involved</td>
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<td>An experienced employee may assist others by providing peer support in the completion of routine tasks</td>
<td>Team co-ordination may be required</td>
<td>Teams may be guided or facilitated.</td>
<td>Leadership and development of teams and responsibility for outcomes may be required.</td>
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<td>Training of subordinate staff may be required.</td>
<td>Supervision and training of lower level staff may be involved.</td>
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<td>Responsibility for assessment, training and development and performance counselling of staff may be required.</td>
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</table>
## Levels 1 to 7 Qualifications Matrix

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<tr>
<th>Level 1</th>
<th>Level 2</th>
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<tbody>
<tr>
<td>Junior Certificate is the minimum formal qualification. No experience is required.</td>
<td>Junior Certificate is the minimum formal qualification. No experience is required.</td>
<td>Tertiary qualifications at Certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.</td>
<td>Tertiary qualifications at Certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.</td>
<td>Tertiary qualifications at Associate Diploma/Diploma level or equivalent qualifications relevant to the position may be required by the employer or knowledge, qualifications and experience that are determined by the employer as necessary to successfully carry out the duties of the position.</td>
<td>Relevant formal qualifications at degree level are required.</td>
<td>Formal qualifications at degree level are required, along with relevant post graduate qualifications or extensive and relevant experience as required by the employer to reflect higher levels of professional outcomes.</td>
</tr>
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## Typical Duties/Skills

### Employee Assisting Student Learning

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<th>Level 2</th>
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<tr>
<td>Assist developmentally appropriate student learning, either individually or in groups, under the direct supervision of an academic staff member where limited discretion and judgement are involved. Under direct supervision of a higher level officer or members of the academic staff prepare and clear away materials for display/use in classrooms or libraries. Perform within well established routines tasks associated with the mass production of printed material including collating, stapling, binding, folding, cutting, etc. Under direct and/or routine supervision, perform tasks of limited complexity, associated with classroom learning experiences, such as assisting teachers in preparing, implementing and supervising learning programs. Support students in relation to their physical needs.</td>
<td>Assist developmentally appropriate student learning, either individually or in groups, under the general supervision of an academic staff member(s) the learning needs of students. Within routines, methods and procedures carry out liaison between the school, the student and the student’s family where some discretion and judgement are involved. Support students in relation to their physical needs where some discretion and judgement are involved.</td>
<td>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member(s); providing pastoral ministry and support for students. Carry out liaison between the school, the student and the student’s family where discretion and judgement are required in relation to planning, actions and achieving outcomes. Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students.</td>
<td>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. This may include: the gathering, analysis and interpretation of data; or preparation of reports and the consequent giving of advice to other professional staff to assist student learning; or providing pastoral ministry; or providing counselling and/or guidance support for students. Provide professional advice to staff and students in the officer's area of expertise or qualification.</td>
<td>Undertake more complex professional activities involving the selection and application, based on professional judgement, of new and existing techniques and methodologies requiring the exercise of professional independence combined with competence derived from extensive experience and/or additional study. Undertake supervisory responsibilities which may include on the job training, staff assessment and performance counselling in relation to staff in lower level positions. Operate and be accountable for the quality of output of a section or function within the school.</td>
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<td>Provide science program assistance where limited discretion and judgement are involved. Maintain science equipment, materials and specimens not requiring a depth of knowledge or technical skills. Under the direct supervision of an academic staff member(s) prepare and maintain laboratory teaching areas including routine setting up and dismantling of items of equipment for use in experimental, observational and teaching activities. Assist in the demonstration of experiments and scientific equipment under the direct supervision of an academic staff member(s).</td>
<td>Provide science program assistance where some discretion and judgement are involved. Assist in the design/demonstration of experiments under the supervision of an academic staff member(s) where some discretion and judgement are involved. Under direction, prepare, maintain, organize, set-up and dismantle equipment and materials for routine experiments or student projects and dispose of waste materials. Peer assistance and/or guidance may be provided for other assistants in a laboratory.</td>
<td>Responsibility for and/or training of subordinate staff in limited areas may be required. Design and demonstrate experiments, within a variety of routines and procedures, under the supervision of an academic staff member(s) where discretion and judgement are required. Where there is complexity in the range and choice of action and discretion and judgement are required: prepare, maintain and dispense solutions, chemical mixtures, compounds and cultures; prepare, maintain, organise, set-up and dismantle equipment and material for experiments.</td>
<td>Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: designing laboratory experiments; and appropriate responsibility for the application of workplace health and safety requirements in the laboratory.</td>
<td>Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. Operate (at a level consistent with the qualifications required) a laboratory. This may (or may not) include responsibility for the supervision, monitoring and training of staff in lower level positions. Administer the allocation and monitoring of resources in the laboratory. Support employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</td>
<td>7.2.1 Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree and post graduate qualifications and/or other professional development and/or industry experience. 7.2.2 Responsibility for the operation of a laboratory which provides complex and varied services. This may (or may not) include responsibility for the supervision, monitoring and training of professional staff and staff in lower level positions. 7.2.3 Manage the allocation and monitoring of resources in the laboratory. 7.2.4 Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed. 7.2.5 Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organizational area. Formulate policies and provide specialist advice on policy development to senior management.</td>
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Administration Employees

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<td>Use keyboard skills to produce a document from written text using a standard format. Receive and deal with enquiries within well established routines, including the provision of general information and assistance to the public, parents, students and other employees. Perform a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records.</td>
<td>Carry out a wide range of secretarial and clerical duties at an advanced level, including shorthand, typing, word processing and maintaining manual and computerized records. Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures. Enter financial data into computer and prepare financial and management reports for review and authorization by senior management.</td>
<td>Provide administrative support to senior management of a school where discretion and judgement are required, including: taking minutes; shorthand; organizing appointments and diaries; initiating and handling correspondence (which may include confidential correspondence); monitoring telephone calls; and establishing and/or maintaining working filing systems. Within a variety of routines, methods and procedures apply inventory and purchasing control procedures, prepare monthly summaries of debtors and creditors ledger transactions and reconcile these. Apply knowledge of advanced functions of computer software packages and to manage data i.e. modify fields of information, develop new databases or spreadsheet models; or graph previously prepared spreadsheets.</td>
<td>Provide executive support to senior management and associated committees concerning designated aspects of school management. Direct and supervise the work of administrative/clerical and/or other staff. Under broad guidance, supervise the operations of the school’s office and other administrative activities, in the areas of enrolment, equipment and statistical staffing returns. Under broad guidance, supervise the operations of the school’s processes and activities in relation to overseas students. This may include: enrolment; family liaison; and placement.</td>
<td>Operate and be responsible for an autonomous section and all its operations. Provide professional advice to staff and students in the officer’s area of expertise. Monitor and analyse regular management information, such as staffing and financial resource usage; ensure that associated information systems are maintained and that regular reports are provided to management.</td>
<td>Supervise staff including implementation and participation in induction, training, review, counselling and appraisal. Manage the work of administrative officers and other staff, assigning and outlining the work, advising on administrative problems, and revising work for accuracy and adequacy. Identify policies and procedures requiring review or re-development, and define relevant issues.</td>
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<td>Operate within well established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc. Under the direct supervision of the principal or nominee, contact parents, students and/or others in relation to school attendance and related matters. Under the direct supervision of the principal or nominee assist with the arrangement of group meetings, morning teas, meetings of parents and external parties, parent/teacher nights etc. Carry out minor cash transactions including receipting, balancing and banking.</td>
<td>Prepare and process payroll transactions within routines, methods and procedures. Within routines, methods and procedures: provide administrative support to senior management; arrange appointments and diaries; and prepare correspondence. Within routines, methods and procedures, prepare and dispatch statements to debtors and payments to creditors, follow up on unpaid accounts; prepare bank reconciliations and reconcile accounts to balance; maintain wage and salary records. Maintain petty cash float and expenses for accounting purposes</td>
<td>From verbal or rough handwritten instructions; answer non-standard executive correspondence, prepare papers, briefing notes, or other written material. Utilizing a variety of routines, methods and procedures: prepare administrative support to senior management; arrange appointments and diaries; and prepare correspondence. Within routines, methods and procedures classify determinations; and process resignations, retirements and redundancies in accordance with relevant entitlements. Within a variety of routines, methods and procedures provide significant assistance in the preparation of: financial information to trial balance; budgets; cash flow records; balance sheets; trading accounts; cash management analysis; FBT and entity disclosure requirements. NOTE An employee is not required to perform all duties listed to satisfy this skill descriptor.</td>
<td>Prepare the accounts of the school to operating statement stage and assist in the formulation of period and year-end entries. Provide advice requiring knowledge of policies and/or the interpretation of rules or regulations within their area of operation. Assist in developing policy and procedures relating to their work area and identifying future trends. Under broad guidance supervise the administration of specialized salary and payroll requirements, which may include: eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers’ compensation claims. Prepare for senior management financial reports relating to the employee’s area of responsibility.</td>
<td>Provide financial, policy, or planning advice which may include providing reports, statistical surveys and advice on regulations and procedures. Monitor expenditure against a budget at a school level, draft financial forecasts/budgets at organizational level and/or prepare complex financial reports. Administer programs with a range of tasks such as advice on financial implications, interpretation of information, assistance and advice concerning complex issues. Prepare correspondence which is complex, original and which initiates or responds to new cases or situations.</td>
<td>Provide written reports to the school executive on complex matters, suggesting alternative courses of action and analyzing the implications of each alternative. Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of staff or clients. Be substantively involved in the construction of annual and forward planning school budgets. Manage the operations of a discrete organizational area, program or administrative function.</td>
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<td>methods and procedures provide significant assistance in the enrolment, family liaison and placement of overseas students.</td>
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<td>Monitor and maintain stock levels of stationery/materials for office/department within established parameters including reordering. Within well established routines, sort, prepare and record documents (e.g. invoices, cheques, correspondence) on a daily basis; file such documents in the appropriate system. Within well established routines, receive and distribute incoming mail; collect outgoing mail, maintain mail registers and records and collate and dispatch documents for bulk handling. Perform, within well established routines, tasks associated with the mass production of printed material including collating, stapling, binding, folding, cutting, etc.</td>
<td>Assist in the preparation of internal and external publications. Assist in the enrolment function including handling initial enquiries and arranging interviews. Under supervision, prepare Government and Statutory Authority returns for authorization by senior management. Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets. Under direction and within routines, methods and procedures: draft agenda for meetings; assemble supporting documents for informal meetings; take and produce minutes. Draft and type routine correspondence from brief oral or written instructions. Respond to requests for information including drafting routine correspondence in reply.</td>
<td>Apply knowledge of relevant industrial instruments and occupational health and safety requirements. Provide general advice to staff in these areas. Original writing of promotional and advertising material. Coordination of, and participation in, marketing activities. Design of promotional and marketing plans. Responsibility for liaison with media.</td>
<td>Formulate procedural policy and guidelines in the employee’s area of responsibility; submit recommendations for decision and prepare supporting statements as necessary. Direct and support employees reporting to the position in policies to be followed, methods to be used and standards to be observed. Advise and assist in the preparation of the school budget. Provide executive support to Principals and senior management. Provide advice or make recommendations requiring detailed knowledge of policies, and/or the interpretation of rules or regulations within established guidelines, relating to a major function of the organizational work areas. Supervise staff including participation in induction, training, review, counselling and appraisal and providing feedback on performance.</td>
<td>Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organizational area, formulate policies and provide specialist advice on policy formulation to senior management. Undertake high level research, review or investigations including the preparation of reports and associated papers to provide advice to the school on the operational and/or future directions of the employee’s section and to contribute to the development of that section in the educational context of the school. Prepare papers, investigate and present information with recommendations for decision by senior officers.</td>
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<td>Maintain established central filing / records systems in accordance with routines, methods and procedures. This would include: creating and indexing new files, retrieving records; distributing files within the school as requested, monitoring file locations and identifying and processing inactive and closed files. Maintain a store through such duties as participation in ordering and issue of expendable stores, recording of stock levels, maintaining records of equipment distribution, delivery dockets, invoices and payment vouchers and responsibility for keys. Make and record appointments on behalf of another and, where necessary, resolve involved appointment scheduling problems. Make travel and accommodation bookings in line with a given itinerary. Within routines, methods and procedures carry out liaison between the school, the student and the student’s family where some discretion and judgement are involved.</td>
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<td>Develop systems and procedures for implementation in accordance with school policy. Provide financial, policy and planning advice and investigate, interpret or evaluate information for the guidance of staff or clients. Original writing of promotional and advertising material requiring significant discretion and judgement concerning content and design. Management of, and participation in, marketing activities. Design of promotional and marketing plans requiring initiative in the application of professional practices. Responsibility for representing the school in the media.</td>
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| Process basic transactions such as issues and returns, produce overdue lists, entry of orders in a computerised system, perform stock takes, entering of accession information into computer. Operate and demonstrate the use of audio-visual equipment where there is limited complexity. Maintain a booking system for equipment use and for the organisation of repairs and replacement of equipment. Within well-established routines, methods and procedures, record audio/video programs and maintain a catalogue system of such recordings. Perform a range of general duties at a basic level, for example, minor book repairs, photocopying and shelving. Receive and deal with initial requests for information from library clients. Under the direct supervision of an academic staff member(s), assist in the demonstration of routine library operations and procedures. Under the direct supervision of an academic staff member(s), assist in the supervision of students in the library. Under direct supervision of a higher level officer or members of the academic staff prepare and clear away materials for display/use in classrooms or libraries.) Search and verify bibliographical data where some discretion and judgement are involved. Copy catalogue books, magazines, journals and recorded material where some discretion and judgement are involved. Maintain circulation systems where some discretion and judgement are involved. Respond to enquiries from staff, students, parents and the general public and address issues in accordance with routines, methods and procedures. Assist in the demonstration of complex audio visual or computer equipment under supervision of academic staff member(s) where some discretion and judgement are involved. Responsibility for and/or training of subordinate staff in limited areas may be required Within a variety of routines and procedures and with a depth of knowledge in some areas: demonstrate to staff and students the use of complex audio visual or computer equipment; or monitor performance of and carry out repairs to specialised equipment. Apply a range of technical and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: independent and original cataloguing and classification following precedents and standards; monitoring the performance of, and carrying out repairs to, specialised equipment; and developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member(s). Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. Operate (at a level consistent with the qualifications required) a library/resource centre. This may (or may not) include responsibility for the supervision, monitoring and training of staff in lower level positions. Administer the allocation and monitoring of resources in the library/resource centre. Support employees reporting to the position in policies to be followed, methods to be used and standards to be observed. Provide professional advice to staff and students in the officer’s area of expertise. Formulate procedural policy and guidelines in the employee’s area of responsibility; submit recommendations for decision and prepare 7.4.1 Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree and post graduate qualifications and/or other professional development and/or industry experience. 7.4.2 Responsibility for the operation of a library/resource centre which provides complex and varied services. This may (or may not) include responsibility for the supervision, monitoring and training of professional staff and staff in lower level positions. 7.4.3 Manage the allocation and monitoring of resources in the library/resource centre. Support employees reporting to the position in policies to be followed, methods to be used and standards to be observed. Provide professional advice to staff and students in the officer’s area of expertise. Formulate procedural policy and guidelines in the employee’s area of responsibility; submit recommendations for decision and prepare 7.4.4 Responsibility for direction and
<table>
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<th>supporting statements as necessary.</th>
<th>support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed.</th>
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<tr>
<td>7.4.5 Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organizational area, formulate policies and provide specialist advice on policy formulation to senior management.</td>
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<td>Use keyboard skills to produce a document from written text using a standard format. Operate within well established routines, office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, laminator, franking machine, calculators, switchboard, etc.</td>
<td>Use software application packages for personal computers to create database file structures; and spreadsheets/work sheets.</td>
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<td>Implement changes to existing systems. Provide advice to the senior executive of the school on the operations/future directions of the section by utilising acquired knowledge and experience.</td>
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<td>Carry out a range of tasks necessary to support and develop systems software or other support processes.</td>
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<tr>
<td>Carry out a range of complex and varied tasks requiring the selection and application of new and existing techniques and methodologies necessary to support and develop systems software or other support processes. Develop and present appropriate computer training courses.</td>
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SCHEDULE 9 - FAMILY LEAVE

S9.1 PARENTAL LEAVE

S9.1.1 This division does not apply to:

   a casual employees, other than long term casual employees; or
   b seasonal employees; or
   c pieceworkers.

S9.1.2 Definitions

In this part—

adoption leave means short adoption leave or long adoption leave.

child, for adoption leave, means a child who is under the age of 5 years, but does not include a child who—

   a has previously lived continuously with the employee for a period of at least 6 months; or
   b is the child or stepchild of the employee or employee’s spouse.

long adoption leave means leave taken by an employee to enable the employee to be the primary caregiver of an adopted child.

long parental leave means—

   a for a pregnant employee – maternity leave; or
   b for an employee whose spouse gives birth—leave taken by the employee to enable the employee to be the child’s primary caregiver.

maternity leave means leave that a pregnant employee takes—

   a for the birth of her child; or
   b to enable her to be the child’s primary caregiver.

parental leave means long parental leave, short parental leave or adoption leave.

parental leave entitlement means the parental leave entitlement mentioned in clause S9.1.3(b)(c)or(d)

short adoption leave means leave taken by an employee at the time of the placement of an adopted child with the employee.

short parental leave means leave taken by an employee, in connection with the birth of a child of the employee’s spouse, at the time of—

   a the birth of the child; or
   b the other termination of the pregnancy.

long term casual employee means a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under this part

short term casual employee means a casual employee, other than a long term casual employee.
S9.1.3 Entitlement

a This clause details the parental leave entitlement of an employee for—
   i an employee who is not a long term casual employee and who has had at least 12 months continuous service with the employer; or
   ii a long term casual employee.

b A pregnant employee is entitled to an unbroken period of up to 52 weeks unpaid maternity leave—
   i for the child’s birth; and
   ii to be the child’s primary caregiver.

c For the birth of a child of an employee’s spouse, the employee is entitled to the following leave—
   i an unbroken period of up to 1 week’s unpaid short parental leave;
   ii a further unbroken period of up to 51 weeks unpaid long parental leave.

d For the adoption of a child, an employee is entitled to the following leave—
   i an unbroken period of up to 3 weeks unpaid short adoption leave;
   ii a further unbroken period of up to 49 weeks unpaid long adoption leave.

e However, parental leave must not extend—
   i beyond 1 year after the child was born or adopted; or
   ii if an application for an extension of parental leave under clause S9.1.16 is agreed to—beyond 2 years after the child was born or adopted.

f In this clause—
   i continuous service means service, including a period of authorized leave or absence, under an unbroken employment contract.

S9.1.4 Notices and documents—maternity leave

a This clause applies if a pregnant employee wants to take maternity leave.

b The employee must give the employer—
   i at least 10 weeks’ written notice of intention to take the leave; and
   ii at least 4 weeks’ written notice of the dates on which she wants to start and end the leave.

c The employee must, before starting the leave, give the employer—
   i a doctor’s certificate confirming that she is pregnant and the expected date of birth; and
   ii a statutory declaration by the employee stating the period of any parental leave sought by her spouse.

S9.1.5 Notices and documents—parental leave other than maternity or adoption leave

a This clause applies if an employee wants to take parental leave, other than maternity leave or adoption leave.

b The employee must give the employer—
   i for long parental leave—at least 10 weeks’ written notice of intention to take
the leave; and
ii at least 4 weeks’ written notice of the dates on which the employee wants to
start and end the leave.

c The employee must, before starting the leave, give the employer—
i a doctor’s certificate confirming that the employee’s spouse is pregnant and the
expected date of birth; and
ii for long parental leave—a statutory declaration by the employee stating—
• the period of any maternity leave sought by the employee’s spouse; and
• the employee is seeking the leave to be the child’s primary caregiver.

S9.1.6 Notices and documents—adoption leave
a This clause applies if an employee wants to take adoption leave.

b The employee must give the employer—
i for long adoption leave—written notice of any approval to adopt a child at least
10 weeks before the expected date of placement of the child for adoption
purposes (the expected placement date); and
ii written notice of the dates on which the employee wants to start and end the
leave, as soon as practicable after the employee is notified of the expected
placement date but, in any case, at least 14 days before starting the leave.

c The employee must, before starting the leave, give the employer—
i a statement from an adoption agency of the expected placement date; and
ii for long adoption leave—a statutory declaration by the employee stating—
• the period of any adoption leave sought by the employee’s spouse; and
• the employee is seeking the leave to be the child’s primary caregiver.

d In this clause—
i adoption agency means an agency, body, office or court, authorized by a
Commonwealth or State law to perform functions about adoption.

S9.1.7 Reasons not to give notice or documents
a An employee does not fail to comply with clause S9.1.4, S9.1.5 or S9.1.6 if the failure
was caused by—
i the child being born, or the pregnancy otherwise terminating, before the
expected date of birth; or
ii the child being placed for adoption before the expected placement date; or
iii another reason that was reasonable in the circumstances.

b However, the employee must give the employer—
i notice of the period of the leave within 2 weeks after the birth or placement; and
ii in the case of the birth of a living child—a doctor’s certificate stating the date on
which the child was born.
S9.1.8 **Notice of change to situation**

An employee must notify the employer of any change in the information provided under clause S9.1.4, S9.1.5 or S9.1.6 within 2 weeks after the change.

S9.1.9 **Continuity of service**

a Parental leave does not break an employee’s continuity of service.

b Parental leave is not to be taken into account in working out the employee’s period of service, other than—

i to decide the employee’s entitlement to a later period of parental leave; or

ii as expressly provided in this Act, an industrial instrument or employment contract.

S9.1.10 **Spouses not to take parental leave at same time**

a An employee is not entitled to parental leave, other than short parental leave or short adoption leave, when his or her spouse is on parental leave.

b If the employee contravenes subclause S9.1.10(a), the period of parental leave that the employee is entitled to is reduced by the period of leave taken by his or her spouse.

S9.1.11 **Cancelling parental leave**

a Parental leave applied for but not started is automatically cancelled if—

i the employee withdraws the application for leave by written notice to the employer; or

ii the pregnancy terminates other than by the birth of a living child; or

iii the placement of the child with the employee for adoption purposes does not proceed.

b If, while an employee is on parental leave—

i the pregnancy terminates other than by the birth of a living child; or

ii the child in relation to whom the employee is on parental leave dies; or

iii the placement of the child with the employee for adoption purposes does not proceed or continue;

the employee is entitled to resume work at a time nominated by his or her employer within 2 weeks after the day on which the employee gives his or her employer a written notice stating the employee intends to resume work and the reason for the resumption.

c This clause does not affect an employee’s entitlement to special maternity leave or sick leave under clause S9.1.26.

S9.1.12 **Parental leave with other leave**

a An employee may take any annual leave or long service leave to which the employee is entitled instead of or together with parental leave.

b However, the total period of leave cannot extend beyond the total period allowed under clause S9.1.3.

c While the employee is on unpaid parental leave, the employee is not entitled to paid sick leave or other paid leave, unless the employer agrees.
In this clause—

*other paid leave* means paid leave authorized by law or by an industrial instrument or employment contract.

**S9.1.13 Interruption of parental leave by return to work**

a An employee and employer may agree that the employee break the period of parental leave by returning to work for the employer, whether on a full-time, part-time or casual basis.

b The period of parental leave cannot be extended by the return to work beyond the total period allowed under clause S9.1.3.

**S9.1.14 Extending period of parental leave by notice**

a An employee may extend the period of parental leave once only by written notice given to the employer at least 14 days—
   i before the start of the parental leave; or
   ii if the parental leave has been started—before the parental leave ends.

b The notice must state when the extended period of parental leave ends.

c The total period of parental leave cannot be extended under sub clause (1) beyond the total period mentioned in clause S9.1.3(e)(i).

**S9.1.15 Extending period of parental leave by agreement**

a A pregnant employee entitled to maternity leave under clause S9.1.3(b), or an employee who is taking maternity leave, may apply to the employer for an extension of the maternity leave for an unbroken period of up to 104 weeks in total.

b An employee entitled to parental leave for the birth of a child of the employee’s spouse under clause 9.1.3(c), or who is taking parental leave for the birth, may apply to the employer for either or both of the following—
   i an extension of the short parental leave for an unbroken period of up to 8 weeks in total;
   ii an extension of the long parental leave for an unbroken period of up to 96 weeks in total.

c An employee entitled to parental leave for the adoption of a child under clause S9.1.3(d), or who is taking adoption leave for the adoption, may apply to the employer for either or both of the following—
   i an extension of the short adoption leave for an unbroken period of up to 8 weeks in total;
   ii an extension of the long adoption leave for an unbroken period of up to 96 weeks in total.

d An employee may not make more than 1 application under sub clause 9.1.15(a), S9.1.15(b) or S9.1.15(c) within any 12 month period, unless the employer agrees.

**S9.1.16 Employee on parental leave may apply to work part-time**

a An employee on parental leave may apply to the employer to return to work on a part-time basis.

b An employee may not make more than 1 application under this clause within any 12 month period, unless the employer agrees.
S9.1.17 Application for extension or part-time work

a An application mentioned in clause S9.1.15 or S9.1.16 must—

i be in writing; and

ii be made—

• for an application for an extension of short parental leave or short adoption leave—at least 2 business days before the leave ends; or

• for an application for an extension of maternity leave, long parental leave or long adoption leave—at least 4 weeks before the leave ends; or

• for an application to return to work on a part-time basis—at least 7 weeks before the leave ends; and

iii state that it is an application for an extension of parental leave under clause S9.1.15 or an application to return to work on a part-time basis under clause S9.1.16, as appropriate; and

iv state the dates the extension, or return to work on a part-time basis, being applied for is to start and end; and

• state the impact refusal of the application might have on the employee and the employee’s dependants; and

v be accompanied by a statutory declaration by the employee stating—

• for an application for an extension of maternity leave, long parental leave or long adoption leave—the employee is seeking the extension so the employee can continue to be the child’s primary caregiver; or

• for an application to return to work on a part-time basis—the employee is seeking to work on a part-time basis so the employee can continue to be the child’s primary caregiver when not at work.

b The period in relation to which an application under clause S9.1.16 may be made cannot extend beyond the day the child in relation to whom parental leave was taken is required to be enrolled for compulsory schooling under the Education (General Provisions) Act 2006.

c A person may apply under clause S9.1.15 or S9.1.16 even if the person started parental leave before the commencement of this clause.

S9.1.18 Employer to give proper consideration to application for extension or part-time work

a In deciding whether to agree to an application for an extension of the period of parental leave under clause S9.1.15 or an application to return to work on a part-time basis under clause S9.1.16, the employer must consider the following—

i the particular circumstances of the employee that give rise to the application, particularly circumstances relating to the employee’s role as the child’s caregiver;

ii the impact refusal of the application might have on the employee and the employee’s dependants;

iii the effect that agreeing to the application would have on the conduct of the employer’s business, including, for example—
• any additional cost the employer would incur; and
• the employer’s capacity to reorganize work arrangements; and
• the availability of competent replacement staff; and
• any loss of efficiency in the conduct of the employer’s business; and
• the impact of the employee’s absence or temporary absence on the delivery of customer service.

b The employer must not unreasonably refuse an application under clause S9.1.15 or S9.1.16.

c The employer must advise the employee, in writing, of the employer’s decision—
   i if the application is for an extension of short parental leave or short adoption leave—as soon as possible after receiving the application but before the short parental leave or short adoption leave ends; or
   ii for any other application—within 14 days after receiving the application.

d If the employer refuses the application, the employer must provide the employee with written reasons for refusing the application.

S9.1.19 Shortening period of parental leave

a If the employer agrees, an employee may shorten parental leave by written notice given to the employer at least 14 days before the employee wants to return to work.

S9.1.20 Effect on parental leave of ceasing to be the primary caregiver

a This clause applies if—
   i during a substantial period starting on or after the start of an employee’s long parental leave, the employee is not the child’s primary caregiver; and
   ii considering the length of the period and any other relevant circumstances, it is reasonable to expect the employee will not again become the child’s primary caregiver within a reasonable period.

b The employer may notify the employee of the day, at least 4 weeks after the employer gives the notice, on which the employee must return to work.

c If the employee returns to work, the employer must cancel the rest of the leave.

S9.1.21 Return to work after parental leave etc.

a This clause applies to—
   i an employee who returns to work after parental leave; or
   ii a female employee who returns to work after special maternity leave or sick leave under clause S9.1.26.

b The employee is entitled to be employed in—
   i the position held by the employee immediately before starting parental leave; or
   ii if the employee worked part-time because of the pregnancy before starting maternity leave—the position held by the employee immediately before starting part-time work; or
   iii if the employee was transferred to a safe job under clause S9.1.26 before
starting maternity leave—the position held by the employee immediately before the transfer.

c If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee’s former position.

d An employer must make a position to which an employee is entitled available to the employee.

e If a long term casual employee’s hours were reduced because of the pregnancy before starting maternity leave, the employer must restore the employee’s hours to hours equivalent to those worked immediately before the hours were reduced.

S9.1.22 Employer’s obligation to advise about parental leave entitlements

a On becoming aware that an employee or an employee’s spouse is pregnant, or that an employee is adopting a child, an employer must inform the employee of—
   i the employee’s entitlement to parental leave under this division; and
   ii the employee’s obligations to notify the employer of any matter under this division.

b An employer cannot rely on an employee’s failure to give a notice or other document required by this division unless the employer establishes that subclause (1) has been complied with.

S9.1.23 Dismissal because of pregnancy or parental leave

a An employer must not dismiss an employee because—
   i the employee or employee’s spouse is pregnant or has applied to adopt a child; or
   ii the employee or employee’s spouse has given birth to a child or adopted a child; or
   iii the employee has applied for, or is absent on, parental leave.

b This clause does not affect any other rights of—
   i an employer to dismiss an employee; or
   ii a dismissed employee.

S9.1.24 Replacement employees

a The employer must, before a replacement employee starts employment, give the replacement employee a written notice informing the replacement employee of—
   i the temporary nature of the employment; and
   ii the parent’s right to return to work.

b In this clause—
   replacement employee means—
   i a person who is specifically employed because an employee (the parent)—
   ii starts parental leave; or
   iii is transferred to a safe job under clause S9.1.25; or
iv a person replacing an employee who is temporarily promoted or transferred to replace the parent.

**S9.1.25 Transfer to a safe job**

a This clause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or newborn child.

b The assessment of the risk is to be made on the basis of—

i a doctor’s certificate given by the employee to the employer; and

ii the employer’s obligations under the Queensland Workplace Health and Safety Act 1995.

c The employer must temporarily adjust the employee’s working conditions or hours of work to avoid exposure to the risk.

d If an adjustment is not feasible or cannot reasonably be required to be made, the employer must transfer the employee to other appropriate work that—

i will not expose her to the risk; and

ii is, as nearly as possible, comparable in status and remuneration to that of her present work.

e If a transfer is not feasible or cannot reasonably be required to be made, the employer must grant the employee maternity leave, or any available paid sick leave, for as long as a doctor certifies it is necessary to avoid exposure to the risk.

**S9.1.26 Special maternity leave and sick leave**

a This clause applies if, before an employee starts maternity leave—

i the employee’s pregnancy terminates before the expected date of birth, other than by the birth of a living child; or

ii the employee suffers illness related to her pregnancy.

b For as long as a doctor certifies it to be necessary, the employee is entitled to the following types of leave—

i unpaid leave (special maternity leave);

ii paid sick leave, either instead of, or as well as, special maternity leave.

**S9.1.27 Special adoption leave**

a An employee who is seeking to adopt a child is entitled to up to 2 days unpaid leave to attend compulsory interviews or examinations as part of the adoption procedure.

b Employer’s obligation to advise about significant change at the workplace

c This clause applies—

i if an employer decides to implement significant change at a workplace; and

ii whether or not the decision was made before the commencement of this clause if the decision had not been implemented at the commencement.

d The employer must take reasonable action to advise each employee who is absent from the workplace on parental leave about the proposed change before it is implemented.
S9.1.28 Employee’s obligations to advise employer about particular changes

ea  An employee who is absent on parental leave must advise the employer of any change in the employee’s contact details, including any change of address.

b  An employee who is absent on parental leave must also take reasonable steps to advise the employer of any significant change affecting the following as soon as possible after the change happens—

i  the length of the employee’s parental leave;

ii  the date the employee intends to return to work;

iii  an earlier decision to return to work on a full-time basis or to apply to return to work on a part-time basis.

S9.2  CARER’S LEAVE

S9.2.1 Employee’s entitlement to carer’s leave

a  An employee may use up to 10 days of sick leave on full pay (carer’s leave) in each year to care for and support members of the employee’s immediate family or household—

i  when they are ill; or

ii  because an unexpected emergency arises.

Example for paragraph (b)—
unexpected failure of child care arrangements

b  If the employee has exhausted his or her entitlement under subclause S9.2.1 the employee may take up to an additional 2 days unpaid carer’s leave each time the employee needs to care for and support members of the employee’s immediate family or household—

i  when they are ill; or

ii  because an unexpected emergency arises.

c  The employee may take additional unpaid carer’s leave if the employer agrees.

d  An employee cannot take carer’s leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than 1 person to care for the person.

e  Carer’s leave may be taken for part of a day.

f  In this clause—

employment does not include casual employee.

sick leave includes sick leave accrued before the commencement of this clause.

S9.2.2 A Long term casual employee’s entitlement to carer’s leave

a  A long term casual employee is entitled to 10 days unpaid leave (also carer’s leave)
in each year to care for and support members of the employee’s immediate family or household—
   i when they are ill; or
   ii because an unexpected emergency arises.

b The long term casual employee may take additional unpaid carer’s leave if the employer agrees.

c A long term casual employee cannot take carer’s leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than 1 person to care for the person.

d Carer’s leave may be taken for part of a day.

e The employer must not fail to re-engage a long term casual employee only because the long term casual employee has taken carer’s leave under this clause.

f However, the rights of an employer not to re-engage a long term casual employee are not otherwise affected.

S9.2.3 Short term casual employee’s entitlement to carer’s leave

a A short term casual employee is entitled to leave work or to be unavailable to attend work for up to 2 days (also carer’s leave) each time the employee needs to care for and support members of the employee’s immediate family or household—
   i when they are ill; or
   ii because an unexpected emergency arises; or
   iii because of the birth of a child.

b The short term casual employee may leave work or be unavailable to attend work for reasons mentioned in subclause S9.2.3(a) for additional periods if the employer agrees.

c A short term casual employee cannot take carer’s leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than 1 person to care for the person.

d Carer’s leave may be taken for part of a day.

e The employer must not fail to re-engage a short term casual employee only because the short term casual employee has taken carer’s leave under this clause.

f However, the rights of an employer not to re-engage a short term casual employee are not otherwise affected.

g Leave taken under this clause is unpaid.

S9.2.4 Employees etc. to provide supporting information to employer

a If an employee is taking carer’s leave to care for and support a member of the employee’s immediate family or household who is ill, the employee must, if required by the employer, produce a doctor’s certificate or statutory declaration evidencing that the member is ill with an illness requiring care by another.

b An employee must, if practicable, give the employer—
   i notice of the intention to take carer’s leave before taking the leave; and
   ii the name of the person requiring care and the person’s relationship to the
employee; and

iii the reason for taking the leave; and

iv the period that the employee estimates he or she will be absent; and

v if the reason for taking the leave is because an unexpected emergency has arisen, the nature of the emergency.

c If it is not practicable for the employee to notify the employer of the intention to take carer’s leave before taking the leave, the employee must notify the employer at the first reasonable opportunity.

S9.3 BEREAVEMENT LEAVE

S9.3.1 Entitlement

a This clause does not apply to pieceworkers.

b An employee, other than a long term casual employee or short term casual employee, is entitled to—

i at least 2 days bereavement leave on full pay on the death of a member of the person’s immediate family or household; and

ii if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death—an amount of unpaid bereavement leave equal to the time reasonably required for the travel.

c A long term casual employee is entitled to—

i at least 2 days unpaid bereavement leave on the death of a member of the person’s immediate family or household; and

ii if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death—an amount of unpaid bereavement leave equal to the time reasonably required for the travel.

d A short term casual employee is entitled to be unavailable to attend work—

i for up to 2 days on unpaid bereavement leave on the death of a member of the person’s immediate family or household; and

ii if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death—an amount of unpaid bereavement leave equal to the time reasonably required for the travel.

e The employee must give the employer a copy of the funeral notice or other evidence of the death the employer reasonably requires.

f An employee may take additional leave as unpaid bereavement leave if the employer agrees.

g The employer must not fail to re-engage a casual employee only because the casual employee has taken bereavement leave under this clause.

h However, the rights of an employer not to re-engage a casual employee are not otherwise affected.
**SCHEDULE 10 - SCHOOL COUNSELLORS (WITHOUT TEACHER QUALIFICATIONS)**

**CHARACTERISTICS – QUALIFICATIONS – DUTIES AND SKILLS**

<table>
<thead>
<tr>
<th>Level 6</th>
<th>Level 7</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Competency of employee</strong>&lt;br&gt;Competency at this level involves self directed development and application of professional knowledge with substantial depth in some areas. &lt;br&gt;A broad range of professional skills are applied to roles and functions in both varied and highly specific contexts. &lt;br&gt;A proportion of competencies involve complex, specialized or professional functions. &lt;br&gt;Competencies are used independently and are substantially non-routine with initiative being exercised in the application of professional practices. &lt;br&gt;Significant discretion and judgement are required in planning, design, professional, technical or supervisory functions related to services, operations or processes for self and/or others. &lt;br&gt;Works under broad guidance.</td>
<td><strong>Competency of employee</strong>&lt;br&gt;Competency at this level involves the use of initiative in self directed development and application of expert knowledge with extensive recognised expertise in some areas. &lt;br&gt;A breadth and depth of professional skills are applied to roles and functions in both varied and highly specific contexts. &lt;br&gt;A high proportion of competencies involve significant scope and/or complex, specialized or professional functions. &lt;br&gt;Duties of an innovative and/or critical nature are undertaken without professional direction and initiative is exercised in the application of professional practices. &lt;br&gt;Significant discretion and independent judgement are required within constraints set by management.</td>
</tr>
<tr>
<td><strong>Supervision of others</strong>&lt;br&gt;Responsibility for the supervision and monitoring of the work of others and of workflow in the area of responsibility may be involved. &lt;br&gt;Leadership and development of teams and responsibility for outcomes may be required.</td>
<td><strong>Supervision of others</strong>&lt;br&gt;Responsibility for the setting and achieving of objectives by a work section and its staff may be involved. &lt;br&gt;Responsibility for assessment, training and development and performance counselling of staff may be required.</td>
</tr>
</tbody>
</table>
## CHARACTERISTICS (ADDITIONAL TO ABOVE AND SPECIFIC TO SCHOOL COUNSELLORS (WITHOUT TEACHER QUALIFICATION))

<table>
<thead>
<tr>
<th>Competency of employee</th>
<th>Level 6</th>
<th>Competency of employee</th>
<th>Level 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>The solution of problems may require the exercise of professional judgement through the selection and application of professional procedures, methods and standards, however guidance from senior staff is readily available.</td>
<td></td>
<td>Apply detailed knowledge of standard professional tasks required, with scope existing for exercising initiative in the application of established professional work practices and procedures.</td>
<td></td>
</tr>
<tr>
<td>Employees at this level may operate individually or as a member of a project team within a work group.</td>
<td></td>
<td>Employees are expected to exercise initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams or independently and may deputise for the professional head of a small work unit.</td>
<td></td>
</tr>
<tr>
<td>Professional judgement may be exercised within prescribed areas, however the provision of results are subject to verification and validation.</td>
<td></td>
<td>Supervision of employees’ work</td>
<td></td>
</tr>
<tr>
<td>Work is initially performed under close supervision by a more experienced professional, however, this supervision is expected to reduce as experience increases.</td>
<td></td>
<td>Work is usually performed under general guidance with the general quality of output monitored by superiors. However, the technical content of the work is not normally subject to direct supervision.</td>
<td></td>
</tr>
<tr>
<td>Guidance is always close at hand.</td>
<td></td>
<td>Guidance may be given in reviewing work programs or on unusual features of an assignment.</td>
<td></td>
</tr>
<tr>
<td>Supervision of others</td>
<td></td>
<td>Supervision of others</td>
<td></td>
</tr>
<tr>
<td>Generally no supervisory responsibilities, although more experienced employees may assist new employees by providing guidance and advice.</td>
<td></td>
<td>Some supervisory responsibility of subordinate staff may be required. The degree of supervision is variable depending on the assignment or project.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Employees at this level may have supervisory responsibilities for technical staff, if required, together with responsibilities for training and development of subordinate professional staff within their discipline.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supervisory responsibilities include on-the-job training, staff assessment and performance counselling in relation to subordinates with the discipline or para professionals, as well as authority for the verification and validation of work results of supervised staff.</td>
<td></td>
</tr>
</tbody>
</table>

## QUALIFICATIONS: SCHOOL COUNSELLORS (WITHOUT TEACHER QUALIFICATION)

Possession of an appropriate degree with major studies in psychology from a recognised tertiary institution and completion of an approved post graduate counsellor training program of at least one year's duration comprising academic course work, supervised practicum and a professional practices component with appropriate experience and demonstrated competency or other relevant qualifications which are acceptable to the employer.
<table>
<thead>
<tr>
<th>Level 6</th>
<th>Level 7</th>
</tr>
</thead>
</table>
| **Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. This may include: the gathering, analysis and interpretation of data or preparation of reports and the consequent giving of advice to other professional staff to assist student learning; or providing pastoral ministry; or providing counselling and/or guidance support for students. (6.1.1)**  
Provide professional advice to staff and students in the officer’s area of expertise or qualification. (6.1.2)  
Formulate procedural policy and guidelines in the employee’s area of responsibility; submit recommendations for decision and prepare supporting statements as necessary. (6.2.6)  
Apply a range of professional knowledge gained through successful completion of an appropriate undergraduate degree. (6.2.1)  
Address the relevant educational, personal, vocational and social needs of students within the school setting.  
Consult with other specialist and personnel and various agencies to achieve service delivery as required.  
Apply knowledge of basic professional practices and procedures relevant to the discipline.  
Analyse and interpret findings relating to elements of specialist guidance and counselling work.  
Perform non-routine professional tasks, governed by established procedures, specific guidelines and standardised instructions.  
Apply theoretical knowledge of the relevant discipline of formal study to basic problems or minor phases of broader assignments. | **Undertake more complex professional activities involving the selection and application, based on professional judgement, of new and existing techniques and methodologies requiring the exercise of professional independence combined with competence derived from extensive experience and/or additional study. (7.1.1)**  
Undertake supervisory responsibilities which may include on the job training, staff assessment and performance counselling in relation to staff in lower level positions. (7.1.2)  
Operate and be accountable for the quality of output of a section or function within the school. (7.1.3)  
Responsibility for direction and support of employees reporting to the position in policies to be followed, methods to be used and standards to be observed. (7.4.4)  
Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the organisational area. Formulate policies and provide specialist advice on policy development to senior management. (7.2.5)  
Identify policies and procedures requiring review or re-development, and define relevant issues. (7.3.3)  
Provide written reports to the school executive on complex matters, suggesting alternative courses of action and analysing the implications of each alternative. (7.3.4)  
Undertake high level research, review or investigations including the preparation of reports and associated papers to provide advice to the school on the operational and/or future directions of the employee’s section and to contribute to the development of that section in the educational context of the school. (7.3.9)  
Address the relevant educational, personal, vocational and social needs of students within the school setting.  
Consult with other specialist and personnel and various agencies to achieve service delivery as required.  
Carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.  
Responsible for various professional assignments. |
Requires knowledge of either a broad or specialised field.
Use combinations of standard procedures and/or modifications of standard procedures to resolve non-routine problems.
SCHEDULE 11 - CONDITIONS APPLYING TO GREENKEEPERS AND TO ALL OTHER EMPLOYEES ASSOCIATED WITH THE PREPARATION AND/OR MAINTENANCE OF PLAYING GREENS AND THEIR ENVIRONS

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

S11.1 PART 1 – APPLICATION AND OPERATION

S11.1.1 Coverage

S11.1.2 This Schedule shall apply to greenkeepers and to all other employees associated with the preparation and/or maintenance of playing greens and their environs in Catholic Schools in Queensland. For the purposes of this Schedule "playing greens" shall be deemed to mean and include bowling greens, golf courses, cricket and/or football grounds, croquet greens, all tennis courts whether lawn or otherwise and any other sports grounds whereat employees follow the callings covered by this Agreement.

S11.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

S11.2.1 Contract of employment

Every employee shall be advised in writing at the time of engagement whether they are full-time, part-time or casual, their rate of pay, classification and working hours. In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes.

S11.2.2 Part-time employment

a A part-time employee is an employee who:
   i is engaged on pre-determined days of the week for a regular number of hours, being at least 12 hours but no more than 32 hours per week; and
   ii is employed within the same spread of ordinary hours as a full-time employee employed in the same section of the establishment as the part-time employee; and
   iii has reasonably predictable hours of work; and
   iv receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

b Any variation to the work pattern will be in accordance with the methods of altering the ordinary hours of work for full-time employees as detailed in clause S11.4.1, unless otherwise mutually agreed.

c The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

d An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any day and no more than 10 hours on any one day.

e All time worked outside the spread of ordinary working hours prescribed in clause S11.4.1 and all time worked in excess of the hours as mutually agreed in clauses S11.2.2(a) and S11.2.2(c) will be overtime and paid for at the rates prescribed in clause 4.6.

f Where a part-time employee would have been rostered to work on a day of the week on which a public holiday occurs and the employee is not required to work on the
holiday, then the employee shall be paid for the ordinary hours the employee would have worked on that day had it not been a public holiday.

g Where an employee and the employer agree in writing, part-time employment may be converted to full-time, and vice versa on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa) all accrued entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

h All other provisions of this Agreement relevant to full-time employees shall apply to part-time employees.

S11.2.3 Casual employment

a A casual employee is an employee engaged as such under clause S11.2.1 who is employed by the hour and who works less than 38 ordinary hours per week.

b Employees engaged on a casual basis shall be paid 23% per hour in addition to the appropriate rate prescribed in clause S11.3.2 for the class of work which they are performing.

c The minimum period of engagement of a casual employee is 2 hours.

S11.2.4 Trainees

Trainees may be engaged under this Agreement.

S11.2.5 Incidental and peripheral tasks

a An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

b An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

c Any direction issued by an employer pursuant to clauses S11.2.5(a) and S11.2.5(b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

S11.2.6 Mixed functions

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause S11.3.2 shall be paid as follows:

a If more than 4 hours on any day the higher rate for the whole of such day.

b If 4 hours or less then payment of the higher rate for 4 hours.

S11.3 PART 3 - WAGES AND WAGE RELATED MATTERS

S11.3.1 Classifications

a Greenkeeping Employee - Level 1 is an employee who is engaged to assist in a range of general duties applicable to the maintenance and development of turf areas and surrounds. An employee will remain at this level for a maximum of 6 months.

i Duties

An employee at this level:

• performs routine duties essentially of a manual nature and to the level of their training.
• works under direct supervision.
• exercises minimal judgement.

ii Indicative tasks and/or qualifications
• assists in the general maintenance and development of turf areas and surrounds.
• labouring and operation of some machinery.

b Greenkeeping Employee - Level 2 is an employee who has completed structured training so as to enable the employee to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of a Greenkeeping Employee - Level 1 and to the level of their training.

i Duties
• works under direct supervision either individually or in a team environment.
• understands and undertakes basic quality control/assurance procedures.
• understands and utilises basic statistical process control procedures.

ii Indicative tasks and/or qualifications
• operates and/or maintains machinery.
• at a Golf Club - mark hazards, operates motorised bunker rake slashers, etc.
• at a Sports Club - set out and mark fields for play.
• planting and maintaining trees and gardens.
• maintains simple records.
• assists in the maintenance of playing surfaces, including setting up of greens, top dressing, fertilising under supervision, seeding, turfing, coring and sprigging.

c Greenkeeping Employee - Level 3 is an employee who is engaged to assist and carry out, with or without direction, duties pertaining to the maintenance and development of turf areas and surrounds, and performs work above and beyond the skills of a Greenkeeping Employee - Level 2 and to the level of their training.

i Duties
• is responsible for the quality of their own work subject to routine supervision.
• works under routine supervision either individually or in a team environment.
• exercises discretion within their level of skills and training.

ii Indicative tasks and/or qualifications
• assists in the training and/or supervision of employees at Levels 1 and 2.
• major non-trade maintenance of equipment.
• assists in chemical and other spraying, where required to hold an appropriate license.
• completes basic records.
• assists in the construction and installation of facilities and systems.
• operates a specialised range of machinery e.g. greens, mowers, fairway units.

d Greenkeeping Employee - Level 4 (Tradesperson) is an employee who has satisfactorily attained the appropriate level of training at trade or equivalent level.

i Duties
• understands and applies quality control techniques.
• exercises good interpersonal and communications skills.
• performs work without supervision either individually, or in a team environment.
• performs non-trade work incidental to their work.

ii Indicative tasks and/or qualifications
• operates and/or maintains a wide range of turf machinery and equipment.
• training and supervision of employees at Levels 1, 2 and 3, and including apprentices.
• construction of surfaces, gardens.
• installation and maintenance of irrigation and drainage systems.
• control and maintenance of stores and facilities.
• stock control, record keeping.
• plans the work programme in consultation with management.
• trades maintenance of equipment.

e Greenkeeping Employee - Level 5 is an employee who has satisfactorily attained the appropriate level of training at the trade or equivalent level and who carries out and/or manages greenkeeping aspects pertaining to the general maintenance and development of turf areas and surrounds.

i Duties
• understands and applies quality control techniques.
• exercises good interpersonal and communications skills.
• capable of performing work without supervision, either individually or in a team environment.

ii Indicative tasks and/or qualifications
• supervision and training of subordinate staff, including tradespersons.
• presentation of written and/or verbal reports, general liaison with management.
• activities requiring application of specialist skills.

f Greenkeeping Employee - Level 6 is an employee who is responsible for the total management of a turf area and surrounds, but does not include employees who have the right to engage and/or terminate the services of other employees.

i Duties
• exercises discretion within the scope of this level
understands and implements quality control measures.

provides trade guidance and assistance.

i) Indicative tasks and/or qualifications

preparation of budgets and financial reports.

planning for the overall development of the facility in consultation with management.

supervision and co-ordination of large numbers of subordinate staff, including development of staffing and training plans, staff counselling and assisting management in the selection of personnel.

S11.3.2 Wages

a) The minimum rates of wages payable are detailed in Schedule 1 of this Agreement.

b) Divisional and District parities

c) Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause S11.3.2(a) for the Division or District in which they are located:

<table>
<thead>
<tr>
<th>Division</th>
<th>Adults $ Per Hour</th>
<th>Adults $ Per Week</th>
<th>Juniors $ Per Hour</th>
<th>Juniors $ Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Division, Eastern District</td>
<td>0.0275</td>
<td>1.05</td>
<td>0.0140</td>
<td>0.53</td>
</tr>
<tr>
<td>Northern Division, Western District</td>
<td>0.0855</td>
<td>3.25</td>
<td>0.0430</td>
<td>1.63</td>
</tr>
<tr>
<td>Mackay Division</td>
<td>0.0235</td>
<td>0.90</td>
<td>0.0120</td>
<td>0.45</td>
</tr>
<tr>
<td>Southern Division, Western District</td>
<td>0.0275</td>
<td>1.05</td>
<td>0.0140</td>
<td>0.53</td>
</tr>
</tbody>
</table>

These amounts are payable for all purposes of this Agreement.

S11.3.3 Juniors

| Under 16 years of age | 55% |
| Under 17 years of age | 65% |
| Under 18 years of age | 75% |
| 18 Years & thereafter | 100% |

Proportion of Juniors - One junior may be employed for every 3 adults employed, provided always that nothing in clause S11.3.3 shall prevent a club from employing one junior where there is one adult employed.

S11.3.4 Allowances

a) Work in the rain

When an employee is required to work in the rain and by so doing gets their clothes wet, such employee shall be paid double rates for all work so performed. Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing.

Clause S11.3.4(a) does not apply where the employee has been supplied with adequate rainproof clothing as prescribed in clause S11.8.1(a).

b) Distributing fertilizer or spraying

Employees who are required to distribute fertiliser or who are engaged upon spraying...
shall, upon request, be supplied with gloves, overalls, goggles and a double respirator at the employer's expense or, by mutual agreement, be paid an allowance of $1.54 per week in lieu thereof.

S11.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

S11.4.1 Hours of work

a The ordinary hours of work shall be an average of 38 per week to be worked in one of the following ways:
   i 38 hours within a work cycle not exceeding 7 consecutive days; or
   ii 76 hours within a work cycle not exceeding 14 consecutive days; or
   iii 114 hours within a work cycle not exceeding 21 consecutive days; or
   iv 152 hours within a work cycle not exceeding 28 consecutive days; or

b The ordinary hours of work prescribed may be worked on up to any 5 consecutive days in the week, Monday to Sunday inclusive between 5.30am and 6.00pm, subject to the following:
   i Any arrangement of hours which includes a Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees directly involved.
   ii In any arrangement of hours which includes a Sunday as ordinary hours, the Secretary of an Industrial Organisation shall be notified within 14 days of commencement of work under such arrangement.
   iii Ordinary hours worked on a Sunday shall be paid at double time.
   iv Hours arrangements other than those prescribed by clause S11.4.1 may be worked where a written agreement has been entered into between the relevant employer body and the Secretary of an Industrial Organisation.

c Except as hereinafter prescribed, all employees shall be entitled to 2 consecutive days off each week which shall comprise any period of 48 consecutive hours: provided that the days off need not be consecutive where the employer and employee agree otherwise.

d Ordinary working hours of employees are to be worked in accordance with a roster. A copy of the roster shall be exhibited in a conspicuous place easily accessible to all employees. Rostered starting times shall not be altered, except in agreed emergencies, without 7 days' prior notice. Except in the case of emergencies where such notice has not been given, all hours worked outside of the roster, until clause S11.4.1(d) has been complied with, shall be deemed overtime and paid accordingly: provided that a roster may be altered at any time by mutual consent.

e The ordinary hours of work prescribed herein shall not exceed 10 on any day: provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees directly involved.
S11.4.2 Working of a 38 hour week

a The 38 hour week shall be worked in one of the following ways, most suitable to the particular enterprise, after consultation with, and giving reasonable consideration to the wishes of, the employees directly involved:

i by employees working less than 8 ordinary hours each day; or

ii by employees working less than 8 ordinary hours on one or more days each work cycle; or

iii by fixing one or more work days on which all employees will be rostered off during a particular work cycle; or

iv by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

b Subject to clause S11.4.1(e) employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

c Where the arrangements of ordinary hours of work provides for a rostered day off, the employer and the majority of employees directly involved may agree to accrue up to a maximum of 10 rostered days off. Where such agreement has been reached, each accrued rostered day off shall be taken within 12 calendar months from the date on which that rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

d Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the enterprise concerned.

S11.4.3 38 hour week - procedures for enterprise level discussions

a The employer and all employees directly involved in each enterprise shall consult over the most appropriate means of working a 38 hour week.

b The objective of such consultation shall be to reach agreement on the method of working the 38 hour week in accordance with clause S11.4.2.

c The outcome of such consultation shall be recorded in writing.

d In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant Industrial Organisation or employer organisation.

e Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is to be worked from time to time.

f Upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees directly involved, utilising the provisions of clause S11.4.3.

S11.4.4 Meal break

a When an employee is employed for at least 6 hours, such employee shall be entitled to a meal break of not less than 30 minutes or more than 60 minutes, to be agreed upon between the employer and the majority of employees and to be taken between the 4th and 6th hours.
If the meal period is worked, it shall be deemed to be overtime and paid for the rate of double time with such double time payment to continue until such time as the employee finishes work or is allowed a 30 minute meal break, for which no deduction of pay shall be made.

b Employees who are required to continue working for more than one and a-half hours beyond their ordinary finishing time shall be entitled to take a 30 minute paid meal break and shall be provided with an adequate meal by the employer or paid an allowance of $9.60 in lieu thereof; provided that where an employee has provided a meal because of receipt of notice to work overtime and such overtime is not worked such employee shall be paid $9.60 for any meal so provided.

S11.4.5 Rest pause

a Full-time and part-time employees

Full-time and part-time employees shall receive one rest pause of 20 minutes which shall be taken at such a time as to divide the working day into three approximately equal periods of work.

b Casual employees

Casual employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

c The rest pauses prescribed in clauses S11.4.5(a) and S11.4.5(b) shall be taken in the employer's time.

d Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.

S11.4.6 Overtime

a All time worked in excess of 8 hours in any one day or in excess of 38 hours in any one week or outside the spread of ordinary working hours fixed in accordance with clause S11.4.2(a) shall be deemed to be overtime: provided that where daily hours, that exceed 8 in one day, have been agreed to in accordance with clause S11.4.1(e), overtime will only apply when the agreed hours are exceeded. In every case overtime rates will apply after 10 hours on any day.

b Overtime worked on a Monday to a Saturday shall be paid for at the rate of time and a-half for the first 3 hours on any one day and at the rate of double time thereafter. All overtime worked on Sundays shall be paid for at the rate of double time.

c All overtime worked on a Saturday or on a Sunday shall be subject to a minimum payment as for 2 hours work upon each occasion that an employee is required to attend for duty.

d Such minimum payment shall not be applicable where overtime is worked continuously with ordinary working hours on a Saturday.

e Where an employee is recalled from home to work overtime, the employee shall be paid for such time so worked at the rate of double time, with a minimum payment as for 3 hours' work in respect of each such recall.

f In the compilation of overtime payments, any part of a-half of an hour that is worked on any one day shall be paid for as a full half of an hour.
g Time off in lieu of overtime
   i Where there is written agreement between the employee and the employer, paid
time off may be taken in lieu of overtime. Such time off shall be at the equivalent
of the number of hours of ordinary pay that the employee would have received for
such overtime.
   ii Accumulated time off in lieu shall be taken at a time mutually agreed between the
employee and the employer within 12 months of such accumulation. Time off in
lieu of overtime may be banked to a maximum of 38 hours at any one time.
   iii Where there is written agreement between an Industrial Organisation and the
employer such time may be banked in excess of 12 months or 38 hours.
   iv Any accrued time off in lieu that is outstanding after 12 months (where there is not
written agreement between the Industrial Organisation and the employer) or at
the time of termination of employment, for any reason, by either party, shall be
paid out at the employee's ordinary time rate of pay.

S11.5 PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

S11.5.1 Annual leave
   a Every employee (other than a casual employee) shall at the end of each year of their
employment be entitled to not less than 4 weeks' annual leave on full pay.
   b Such annual leave shall be exclusive of any public holiday which may occur during the
period of that annual leave and (subject to clause S11.5.1(f)) shall be paid for by the
employer in advance:
      i In the case of any and every employee in receipt immediately prior to that leave of
ordinary wages at a rate in excess of the ordinary rate payable under clause
S11.3.2, at that excess rate; and
      ii In every other case, at the ordinary time rate of pay payable under clause S11.3.2
to the employee concerned immediately prior to that leave.
   c If the employment of any employee is terminated at the expiration of a full year of
employment, the employer shall be deemed to have given the leave to the employee
from the date of the termination of the employment and shall immediately pay to the
employee, in addition to all other amounts due to them, their pay, calculated in
accordance with clause S11.5.1(f), for 4 weeks and also their ordinary time rate of pay
for any public holiday occurring during such period of 4 weeks.
   d If the employment of any employee is terminated before the expiration of a full year of
employment, such employee shall be paid, in addition to all other amounts due, an
amount equal to 1/12th of their pay for the period of their employment, calculated in
accordance with clause S11.5.1(f).
   e Unless the employee shall otherwise agree, the employer shall give the employee at
least 14 days' notice of the date from which such employee's annual leave shall be
taken.
   f Calculation of annual leave pay
      In respect to annual leave entitlements to which clause S11.5.1 applies, annual leave
pay (including any proportionate payments) shall be calculated as follows:
      i Subject to clause S11.5.1(f), in no case shall the payment by an employer to an
employee be less than the sum of the following amounts:
• the employee's ordinary wage rate as prescribed in clause S11.3.2 for the period of the annual leave (excluding weekend penalty rates); and
• a further amount calculated at the rate of 17 1/2% of the amount referred to in clause S11.5.1(f)(i).

ii Clause S11.5.1(f)(i) does not apply to any period or periods of annual leave exceeding:
• 4 weeks; and
• employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

**S11.5.2 Public holidays**

a Subject to clause S11.5.2(g) all work done by any employee on:

1. 1st January;
2. 26th January;
3. Good Friday;
4. Easter Saturday (the day after Good Friday);
5. Easter Monday;
6. 25th April (Anzac Day);
7. Birthday of the Sovereign;
8. Christmas Day;
9. Boxing Day; or
10. any day appointed under the *Holidays Act 1983* (Queensland), to be kept in place of any such holiday will be paid for at the rate of double time and a-half with a minimum of 4 hours.

b Labour Day

All employees covered by this Schedule are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983* (Queensland), to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

c Annual show

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

d Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

i A full-time employee is entitled to either payment for each public holiday or a
substituted day's leave.

ii A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

iii Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

iv Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.

v Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.

vi Nothing in clause S11.5.2(d) confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

e Double time and a-half

For the purposes of clause S11.5.2 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or pro rata if there is more or less than a day.

f Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

g Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

h All time worked on any of the holidays prescribed in clauses S11.5.2(a), S11.5.2(b) and S11.5.2(c) outside the ordinary starting and ceasing times prescribed by clause S11.4.1 for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by clause S11.4.6 for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

S11.5.3 Jury service

i An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

ii Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
iii Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

iv If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

v "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any payments over and above those prescribe in Schedule 1 of this Agreement. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

S11.6 PART 6 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

a Use of own vehicle

Where an employee is required to use their own motor vehicle on their employer's business, the employee shall be paid such allowance as shall properly compensate for the use of such vehicle as may be mutually agreed upon between the employer and the employee.

S11.7 PART 7 - TRAINING AND RELATED MATTERS

a Commitment to training

i Following consultation with employees, an employer may, as is appropriate, develop a training program consistent with:

- the current and future skill needs of the enterprise;
- the size, structure and nature of the operations of the enterprise;
- the need to develop vocational skills relevant to the enterprise and the industry which will be, where appropriate, provided through courses conducted by accredited educational institutions and providers.

ii A training program developed in accordance with clause S11.7(a) will have objectives consistent with:

- developing a more highly skilled and flexible workforce;
- providing employees with career opportunities through appropriate training; and
- meeting the needs of an enterprise and/or the industry.

iii Where it is agreed between the employer and an employee that training in accordance with the program developed pursuant to clause S11.7(a) should be undertaken by an employee, that training may be undertaken either on or off the job.

- if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.
- any costs, including the standard fees for prescribed courses and prescribed
textbooks, incurred in connection with the undertaking of such training shall be reimbursed by the employer upon production of evidence of expenditure.

- reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- travel costs incurred by an employee undertaking training in accordance with clause S11.7 which exceed those normally incurred in travelling to and from work may be reimbursed by the employer.

S11.8 PART 8 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

S11.8.1 Protective clothing
- For the purposes of clause S11.3.4(a) - Work in the rain, adequate rainproof clothing shall mean oilskins, gum boots and sou-wester.
- Employees who are required to distribute fertiliser or who are engaged upon spraying shall, upon request, be supplied with gloves, overalls, goggles and a double respirator at the employer's expense or, by mutual agreement, be paid the allowance prescribed in clause S11.3.4(b). Upon request, all employees shall be supplied with one pair of gum boots free of cost.
- Employees required to drive tractors or operate other machinery producing similar levels of noise shall, upon request, be supplied, at the employer's expense, with ear muffs or other suitable protective gear mutually agreed upon.

S11.8.2 Sunshades
The employer shall provide a canopy to protect employees from the sun whenever employees are engaged upon driving tractors drawing gang-mowers.

S11.8.3 Footwear
Where a special type of footwear is required, an employee shall, after 3 months' service with their employer, be provided with such footwear. Such employee shall be entitled to the issue of no less than 2 pairs of footwear per year, other than sandshoes, and such footwear shall remain the property of the employer.

S11.8.4 Drinking water
The employer shall ensure that wherever practicable cool drinking water is readily available to employees.

S11.8.5 First aid
A first aid cabinet shall be available for employees in case of accident. Such first aid cabinet shall be kept and maintained in accordance with the provisions of the Workplace Health and Safety Act 1995 and Regulations (Queensland) relating to such first aid cabinets.

S11.8.6 Changing rooms
A suitable changing room shall be provided by the employer. Such changing room shall be kept free of working materials.
SCHEDULE 12 - CATHOLIC BOARDING SCHOOL & COLLEGES EMPLOYEES - SOUTH-EASTERN DIVISION

S12 Catholic boarding school & colleges employees - South-Eastern Division

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of this Agreement will prevail to the extent of the inconsistency.

S12.1 PART 1 - APPLICATION AND OPERATION

S12.1.1 Definitions

a "Averaging employee" is an employee who is engaged to work less than 52 weeks per annum in terms of clause S12.2.5.

b "Boarding School" means any school which provides board and lodgings for primary and/or secondary students.

c "Casual Employee" means any employee engaged as such and who is employed by the hour on the class of work for which the employee is engaged.

d "Day" means the period from midnight to midnight on any one Day.

e "Duty" includes all tasks related to the personal care and supervision of students and tasks concerned with the maintenance of good order and behaviour. In addition to supervising students, tasks include the organising care and supervision of boarding accommodation. They may also include supervision of other staff, whether full-time, part-time or casual, as determined by the school authority.

f "Full-time Employee" means an employee engaged by the week during a school year as outlined in the letter of appointment.

g "Part-time Employee" means an employee not being a casual who is engaged as such pursuant to clause S12.2.3.

h "South-Eastern Division of Queensland" comprises that portion of the southern Division of the State of Queensland along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to 24 degrees 30 minutes of south latitude; then by that parallel of latitude due east to the sea coast.

i "Union" means either the Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees, or the Independent Education Union of Australia – Queensland and North Territory.

j "Year of Service". The salary payable to a boarding supervisor shall be determined with due regard for the employee's years of service in an equivalent capacity and be inclusive of service prior to the coming into force of this Agreement.

S12.1.2 Coverage

a The following conditions of employment apply to employees of Catholic Education Employing Authorities that operate Boarding Schools in the South-Eastern Division of Queensland.

b This Schedule does not apply to those persons who are in Holy Orders, members of a recognised religious order or are bona fide church workers and to those persons who satisfy any Industrial Magistrate that they wish to work in any particular establishment.
for religious motives, and who receive from the Industrial Magistrate a certificate of exemption.

c The classification structure applies to all Boarding School employees including supervisors who are not teachers.

S12.1.3 Parties bound

This Schedule is legally binding on the employers and employees as prescribed in clause S12.1.2 and any Union eligible to represent those employees.

S12.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

S12.2.1 Employment categories

Every employee covered by this Schedule shall, upon appointment, be advised in writing of their employment status, whether it be:

i full-time (as defined);

ii part-time (as defined); or

iii casual (as defined).

b Full-time employment

S12.2.2 Employees other than Casual or Part-time Employees shall be deemed to be employees engaged on a continuing basis and entitled to all of the benefits provided by this Schedule.

S12.2.3 Part-time employment

a The ordinary working hours for Part-time Employees shall not be less than 15 hours per week to be worked on not less than 3 or more than 5 days of the week. The ordinary daily working hours shall be worked, excluding meal breaks, and shall not be less than 3 hours or more than 8 hours per Day: provided that all such employees shall have rostered ordinary starting and ceasing times. Notwithstanding the foregoing provisions, employees may be required to work in accordance with such other hours of work as are mutually agreed upon, in writing, between the employer and the Branch Secretary of the relevant Union.

b Part-time Employees shall be paid at the rate of 1/38th of the appropriate full-time rate prescribed in Schedule 1 of this Agreement

c Part-time Employees shall be entitled to a proportionate amount of annual leave, sick leave, long service leave, bereavement leave and all public holidays as prescribed in this Schedule.

S12.2.4 Casual employment

a Casual Employees shall be paid 1/38th of the appropriate weekly rate of pay for the classification concerned.

b Casual Employees shall be paid for a minimum of 2 hours per engagement.

c In addition to the rate prescribed in clause S12.2.4(a) the following loadings shall be payable:

 23% for all ordinary hours worked;

 73% where the rate of pay is specified as time and a-half;

 123% where the rate of pay is specified as double time;
173% where the rate of pay is specified as double time and a-half.

**S12.2.5 Averaging employees**

a For casual employees

i Facility hereby exists for agreement to be reached between an employer and the employee/s affected, for employees who work less than a full year to have their pay and hours averaged out over the full year. Where such an agreement is proposed the Union/s as defined herein shall be advised of the proposal prior to the final agreement being reached.

ii Where such agreement exists, it shall be recorded in writing between the employer and employees affected and a copy must be kept as part of the time and wages record.

b Employees as "Averaging employees" shall be entitled to receive entitlements as provided by this Schedule.

**S12.2.6 Mixed functions**

Where any person on any one Day is responsible for performing 2 or more classes of work to which a differential rate fixed by any Schedule is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid the whole time that Day at the highest rate fixed by such Schedule in respect of any of such classes of work. If employed for 4 hours or less on the class or classes of work carrying a higher rate such person shall be paid at such highest rate for 4 hours.

**S12.3 PART 3 - WAGES AND WAGE RELATED MATTERS**

**S12.3.1 Classifications**

a Introductory Boarding School employee (78.0%)  
Means an employee without prior experience in the first 3 months of employment.  
An employee at this level would be primarily engaged for the purpose of training for progression to higher grades and shall perform duties consistent with such training.

b Boarding School employee Level 1 (82.0%)  
Means an employee having undergone basic induction training or having prior experience.  
An employee at this level works under direct supervision either individually or in a team environment.  
Indicative duties of an employee at this level include:

i Removing food plates;

ii Setting and/or wiping down tables;

iii Cleaning and tidying dining areas;

iv Cleaning of cooking and general utensils;

v Assisting employees cooking;

vi Assembly and preparation of ingredients for cooking; and

vii General pantry duties.

c Boarding School employee Level 2 (88.0%)
Means an employee possessing skills and performing duties beyond that of a Level 1 employee.

An employee at this level works under routine supervision and is responsible for the quality of their own work.

Indicative duties of an employee at this level include:

i  Undertaking general waiting duties;
ii  Non-cooking duties in a kitchen or food preparation area;
iii  Servicing accommodation areas and cleaning thereof;
iv  Driving duties;
v  Cleaning duties using specialised equipment and chemicals;
vi  Routine repair work and maintenance (non-trade);
vii  Basic cooking duties; and
viii  General duties associated with yards and environs.

d  Boarding School employee Level 3  (92.4%)

Means an employee without relevant trade qualifications possessing skills and performing duties beyond that of a Level 2 employee.

An employee at this level works under general supervision and is responsible for assuring the quality of their own work.

Indicative duties of an employee at this level include:

i  Responsibility for on-the-job training of kitchen staff of a lower level;
ii  Cooking duties below those of a trade level employee; and
iii  Supervision of and responsibility for security of property and equipment.

e  Boarding School employee Level 4  (100.0%)

Means an employee possessing a relevant trade qualification and/or the equivalent skill and/or experience.

Indicative duties of an employee at this level include:

i  Supervision of and responsibility for the security and conduct of students;
ii  Trade cooking duties including baking, pastry-cooking or butchering; and
iii  Specialised skills in dining room duties.

f  Boarding School employee Level 5  (110.0%)

Means an employee possessing relevant post-trade qualifications and/or the equivalent skill and/or experience.

Indicative duties of an employee at this level would include those for a Level 4 employee as well as the co-ordination, training and supervision of employees at lower levels.

S12.3.2 Wage Rates

Wage rates applying to Boarding School employees in South East Queensland are contained in Schedule 1 of this Agreement.
S12.3.3 Allowances

a Supervisory allowance - Any employee appointed to be in charge of other employees shall be paid the following allowances in addition to the highest rate prescribed for any employee working under their supervision:

<table>
<thead>
<tr>
<th>In charge of:</th>
<th>$ Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 8 employees</td>
<td>11.60</td>
</tr>
<tr>
<td>9 to 16 employees</td>
<td>14.60</td>
</tr>
<tr>
<td>17 or more employees</td>
<td>17.40</td>
</tr>
</tbody>
</table>

Provided that clause S12.3.3(a) shall not apply to chefs, first cooks or second cooks.

b A split shift allowance of 5% shall apply on all ordinary hours for Part-time Employees working split shifts.

S12.3.4 Board and residence

a Where board and residence is made available to full-time adult employees and such employees are required to avail themselves of such board and lodging, the employer shall have the right to deduct from the pay of the employees residing on the premises an amount of $119.40 per week:

Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of the employee for lodging shall be $117.62 per week.

b Where lodging only is made available to full-time adult employees, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of $113.08 per week:

Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for lodging shall be $112.75 per week.

c In the case of employees who do not reside on the employer's premises, a deduction at the rate of $6.04 for each meal supplied and consumed during the employee's spread of working hours may be deducted by the employer.

d Where necessary, lodging rooms shall be fitted with adequate heating and cooling appliances.

e The rates of board and lodging for adults shall be increased or decreased by 20 cents and each meal by one cent, for every 50 cents per week alteration in the rate of a Boarding School Employee Level 1 as per Schedule 1 of this Agreement.

f Full-time junior employees receiving adult rates of pay as prescribed in this Schedule shall be subject to the deductions applicable to adults prescribed in clause S12.3.6.

g Full-time junior employees receiving junior rates of pay shall be subject to a deduction at the rate of 50 cents for each meal supplied and consumed during the employee's spread of working hours.
By mutual agreement, free board and lodging shall be provided to those Assistant Supervisors who perform up to 10 hours’ supervisory Duty on any one week.

S12.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

S12.4.1 Hours of work
a. The ordinary working hours shall not exceed an average of 38 hours per week to be worked on not more than 5 consecutive Days per week.

b. Such ordinary hours per Day shall not exceed 10 hours in the case of Full-time Employees and 8 hours in the case of Part-time or Casual Employees, within a maximum spread of 16 hours, inclusive of an unpaid meal break.

c. Ordinary hours are to be worked in accordance with a roster in accordance with clause S12.4.2(e).

S12.4.2 Breaks
a. Meal breaks
   i. All employees shall be entitled to an unpaid meal break of not less than 1/2 hour. No employee shall be required to work continuously for more than 5 hours without a meal break.
   ii. Meal breaks shall be arranged to suit the mutual convenience of the employer and the employee.
   iii. Any employee who is required to continue working for more than one hour beyond the ordinary ceasing time shall be allowed an unpaid crib break of 30 minutes and shall be provided with an adequate meal by the employer or be paid an amount of $9.60 in lieu thereof.

b. Rest pauses
   i. Full-Time Employees - Full-time Employees shall receive a rest pause of 10 minutes' duration in the first half and the second half of each Day worked.
   ii. Part-time or Casual Employees - Part-time or Casual Employees who work a minimum of 4 consecutive ordinary hours, but less than 8 consecutive ordinary hours on any one Day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one Day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
   iii. Rest pauses shall be taken in the employer's time.
   iv. Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.

c. Overtime
   i. Except as hereinafter provided, all time worked outside or in excess of the ordinary hours or outside the usual commencing and ceasing times shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

   Provided that any time required to be worked by Part-time or Casual Employees in excess of 8 hours on any Day shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

   ii. All time worked on an employee’s scheduled rostered Day off, which has been
calculated as part of the 38 hour week, shall be paid for at the rate of double time
with a minimum payment as for 3 hours worked.

d  Less than 8 consecutive hours off duty
   i  An employee who works so much overtime between the termination of ordinary
    work on one Day and the commencement of the employee's ordinary work on the
    next Day that the employee has not had at least 8 consecutive hours off Duty
    between those times shall, subject to clause 12.4.2(c), be released after completion
    of such overtime until that employee has had 8 consecutive hours off Duty without
    loss of pay for ordinary working time occurring during such absence.

   ii If, on the instructions of the employer, such an employee resumes or continues
    work without having had such 8 consecutive hours off Duty, the employee shall be
    paid double rates until released from Duty for such period and shall then be
    entitled to be absent until the employee has had 8 consecutive hours off Duty
    without loss of pay for ordinary working time occurring during such absence.

e  Rosters

   A roster showing starting and ceasing times for the ordinary hours of Duty of weekly
   employees and the times between which the period is allotted for each meal together
   with the surname and initials of each employee shall be prepared by the employer and
   shall be posted in a conspicuous place or places accessible to the employees
   concerned. The roster shall be alterable by mutual consent at any time or by
   amendment of the roster on 7 Days' notice. Where practicable, 2 weeks' notice of
   rostered Days off shall be given provided that the Days off may be changed by mutual
   consent or is rendered necessary by the absence of other employees from Duty,
   shortage of staff, or other cause over which the employer has no control and in which
   cases 12 hours' notice shall be sufficient.

f  Weekend work

   All ordinary time worked by employees on a Saturday or Sunday shall be paid for at the
   rate of time and a-half.

S12.5  PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

S12.5.1 Annual leave

   a  Every employee other than a Casual Employee covered by this Schedule shall at the
       end of each year of employment be entitled to annual leave on full pay for 4 weeks.

       Such annual leave shall be exclusive of any public holiday which may occur during the
       period of that annual leave and shall be paid for by the employer in advance:

       i   In the case of any and every employee in receipt immediately prior to that leave of
            ordinary pay at a rate in excess of the ordinary rate payable under this Schedule at
            that excess rate; and

       ii  In every other case of the ordinary rate payable to the employee concerned
            immediately prior to that leave under this Schedule.

   If the employment of any employee is terminated at the expiration of a full year of
   employment, the employer shall be deemed to have given the leave to the employee
   from the date of the termination of the employment and shall forthwith pay to the
   employee in addition to all other amounts due, their pay, calculated in accordance with
   clause S12.5.1(b), for 4 weeks and also their ordinary pay for any public holiday
   occurring during such period of 4 weeks.
If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clause S12.5.1(b).

b Calculation of annual leave pay - In respect to annual leave entitlements to which clause S12.5.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

i All employees - Subject to clause S12.5.1(b)(ii), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- the employee's ordinary wage rate for the period of the annual leave (excluding shift premiums and weekend penalty rates);
- all purpose allowances; and
- a further amount calculated at the rate of 17.5% of the amounts referred to in clauses S12.5.1(b)(i).

ii Clause S12.5.1(b)(i) shall not apply to the following:

- Any period or periods of annual leave exceeding 4 weeks; or
- Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

c Reasonable notice of the commencement of annual leave shall be given to the employee.

d Except as hereinbefore provided, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

S12.5.2 Public holidays

Subject to clause S12.5.2(e) all work done by any employee on:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the Day after Good Friday);
- Easter Monday;
- 25 April (Anzac Day);
- Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any Day appointed under the Holidays Act 1983 (Queensland), to be kept in place of any such holiday, shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

a Labour Day

All employees covered by this Schedule shall be entitled to be paid a full Day's wage for Labour Day (the first Monday in May or other Day appointed under the Holidays Act 1983, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such Day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full Day's wage for that Day and in addition a payment for the time actually worked at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.
b Annual show

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

c Double time and one-half

For the purposes of clause S12.5.2, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half Day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a Day.

d Stand down

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by the employer at any time before the end of the month of January in the next succeeding year, shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first Day of January occurring during the period on and from the date of dismissal or standing down to and including the date of re-employment as aforesaid.

e Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday, may be substituted for another Day. If such other Day is worked, then payment for such Day shall be at the rate of double time and a-half at the employee's ordinary rate of pay.

Employees who do not work Monday to Friday of each week

f Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

i A Full-time Employee is entitled to either payment for each public holiday or a substituted Day's leave.

ii A Part-time Employee is entitled to either payment for each public holiday or a substituted Day's leave:

Provided that the Part-time Employee would have been ordinarily rostered to work on that Day had it not been a public holiday.

iii Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another Day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on the prescribed public holiday are entitled to payment for the public holiday or a substituted Day's leave.

iv Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another Day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.

v Nothing in clause S12.5.2(f) confers a right to any employee to payment for a public holiday as well as a substituted Day in lieu.
S12.5.3 Jury service

An employee, other than a Casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a Day or part of a Day after attending for jury service and the employee would ordinarily be working for all or part of the remaining Day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

a "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary Day of the week, including any payments over and above those prescribed in Schedule 1 of this Agreement. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

S12.6 PART 6 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

S12.6.1 Travelling facilities

Where an employee is required to work past usual finishing times and the normal mode of public transport is not available then such employee shall be entitled to reasonable travel expenses to get home. Furthermore, where an employee is required to start prior to normal starting time and normal mode of public transport is not available then such employee shall be entitled to reasonable travel expenses to get to work.

S12.7 PART 7 - TRAINING AND RELATED MATTERS

S12.7.1 Training program

a The parties are committed to a continuation of the matters comprehended by the Structural Efficiency Principle. The Unions commit themselves to the concept of multi-skilling and employees may be expected to perform duties which are incidental or peripheral to their main functions. The level of training in the industry shall continue to be reviewed and upgraded where the parties deem it necessary.

b The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in such cases where this is required.

c It is agreed that the parties will co-operate in ensuring that it is maintained and improved.

d This training will form the basis of an enhanced career structure in the industry.
S12.8 PART 8 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

S12.8.1 Uniforms

a Where an employer requires any employee to wear any special uniform, dress or clothing such shall be supplied by the employer and such employee shall be paid an allowance of $3.00 per week unless such uniform, dress or clothing is laundered by the employer.

b Where it is necessary that waterproof or other protective clothing such as waterproof boots, aprons or gloves be worn by an employee, the employee shall be supplied with same without cost to the employee. Such protective clothing shall remain the property of the employer.
SCHEDULE 13 - CATHOLIC BOARDING SCHOOLS AND COLLEGES EMPLOYEES (EXCLUDING SOUTH-EAST QUEENSLAND)

S13 Catholic boarding schools and colleges employees (excluding South-East Queensland)

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of this Agreement will prevail to the extent of the inconsistency.

S13.1 PART 1 - APPLICATION AND OPERATION

S13.1.1 Coverage

a This Schedule applies to employees employed in or in connection with Catholic boarding schools or colleges throughout the State of Queensland (other than in the South-Eastern Division of Queensland as defined).

b This Schedule shall not apply to those persons who are in Holy Orders, members of a recognised religious order or are bona fide church workers.

S13.1.2 Definitions

a "Boarding School" means any school which provides board and lodging for primary and/or secondary students.

b "Domestic Staff" means an employee who is employed to perform general house cleaning work including, where required, the laundering of small items, such as pillow slips, towels etc.

c "Duty" includes all tasks related to the provision of service, personal care and supervision of students and tasks concerned with the maintenance of good order and behaviour. In addition to supervising students, tasks shall include the organising, care and supervision of boarding accommodation; they may also include supervision of other staff, whether full-time, part-time or casual, as determined by the School Authority.

d "Fixed Period Employee" is one engaged to work 38 hours or less per week with a specified commencement and cessation date.

e "Term-time Employee" is a continuing employee engaged to work:

f 38 ordinary hours per week but less than 52 weeks per annum; or

g Less than 38 ordinary hours per week and less than 52 weeks per annum.

h "Year of Service" the salary payable to a boarding supervisor shall be determined with due regard for their years of service in an equivalent capacity and be inclusive of service prior to the coming into force of this Agreement.

S13.1.3 Area of operation

For the purposes of this Schedule, the Divisions and Districts are as follows:

a Divisions

i Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

ii Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south...
latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.

iii Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

b Districts

i Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

ii Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

iii Western District - The remainder of the Southern Division.

S13.1.4 Parties bound

This Schedule is legally binding on the employers and employees as prescribed in clause S13.1.1 and any Union eligible to represent those employees.

S13.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

S13.2.1 Employment categories

a Employees covered by this Schedule shall be advised in writing of their employment category upon appointment. Employment categories are:

i Full-time;

ii Part-time (as prescribed in clause S13.2.3); and

iii Casual (as prescribed in clause S13.2.4).

b At the point of engagement employees will be offered employment on a full-time, part-time, term-time or casual basis.

c Except as provided for in clause 3.6 of this Agreement, the employer shall give to all employees other than casual employees one week’s notice in writing of the termination of their services. Such employees shall give to their employer one week’s notice in writing of their intention to resign from their position.

d In lieu of notice, one week’s salary shall be paid or forfeited as the case may be unless otherwise mutually agreed.

e Provided that clauses S13.2.1(c) and S13.2.1(d) shall not apply to employees dismissed for incompetence, misconduct or neglect of duty who may be summarily dismissed without notice.

f Each employee other than a casual employee shall be advised in writing at point of engagement and at other times when varied in accordance with this Schedule, the following:
i The nature of engagement as either full-time or such other category as provided in clause S13.2.1 of this Schedule;

ii If not full-time, the weeks they are employed;

iii The days of the week they are employed;

iv The normal starting and finishing time for each day's employment; and

v If for employment under clause S13.1.2(d) the period of employment;

g Casual employees shall be advised of the nature of their employment at the point of engagement.

h Subject to the provisions of clause 3.6 of this Agreement an employer may vary the terms of engagement of any employee other than a casual employee by providing one week's notice of such changes unless it is mutually agreed between the employer and employee for a shorter period of time.

S13.2.2 Full-time employment

"Full-time Employee" means a person who is engaged to work on a full-time basis.

S13.2.3 Part-time employment

Part-time employment is defined as an employee who works a lesser number of hours than constitute full-time employment under this Schedule and who works a minimum number of hours, being 15 per week; and a maximum number of hours, being 38 per week; and a minimum number of consecutive hours, being 3 per day; with a regular number of ordinary hours per week; and any work performed by a part-time employee outside of the ordinary rostered hours to be paid as overtime.

a Any variations to work patterns of a part-time employee are to be in accordance with the provisions for full-time employees contained in this Schedule.

b A part-time employee is to be paid on a pro rata basis (proportionate to the number of hours worked) for wages and employment conditions as specified in this Schedule for full-time employment for the same kind of work.

c All other conditions for part-time employment other than those specified above, shall be those that apply to full-time employment.

d A part-time employee shall be paid the hourly rate prescribed by Schedule 1 of this Agreement and in addition shall be entitled to a pro rata payment of the shift premium where appropriate.

e An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this Schedule.

f Where an employee and the employer agree, part-time employment may be converted to full-time and vice versa on a permanent basis or for a specified period of time. If such as employee transfers from full-time to part-time (or vice versa) all accrued entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

S13.2.4 Casual employment

a A casual employee means any employee engaged as such and who is employed by the hour on the class of work for which the employee is engaged.

b Casual employees
Casual employees shall be paid 1/38th of the appropriate weekly rate of pay for the classification concerned and shall be paid for a minimum of 2 hours per engagement.

In addition to the rate prescribed in clause S13.2.4(b)(i) the following loading shall be payable:

23% for all ordinary hours worked.

S13.2.5 Multi-skilling

a In recognition of the operational and efficiency requirements of the employer, and to create more varied and interesting work, it shall be a condition of employment subject to appropriate training and competency, that each employee shall be available to work as required on any work within the employee's skill, competence and training consistent with the classification structure of this Schedule (subject to prevailing statutory requirements) and that each employee shall acquire the skills and learn any other job as directed and shall provide instruction and or training as appropriate to another employee as required.

b Any directions issued by an employer pursuant to the provisions of clause S13.2.5 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

S13.3 PART 3 - WAGES AND WAGE RELATED MATTERS

S13.3.1 Definitions of classifications

a "Assistant supervisor (residential)" means a person who supervises evening studies and other student activities under the direction of a qualified teacher and/or other supervisor.

b "Boarding supervisor" means an employee, employed as such.

c "Chef or first cook" means the cook permanently employed to be in charge of a kitchen.

d "Cook" means an employee who is employed substantially in the cooking and/or preparing of food but shall not be deemed to include other classes of cooks as defined herein.

e "Cook employed alone" means a cook (other than a chef or first cook, or second cook) employed in a kitchen where no other cook is employed. Employees engaged in cooking eggs or making toast, teas, coffee or similar drinks shall not be considered to be performing the work of a cook.

f "Housekeeper" means the person other than a leading hand who is mainly responsible for the supervision and control of domestic staff and who may be required, from time to time, to perform any of the duties of such staff.

g "Kitchenhand" means an employee engaged in assisting a cook or cooks in any kitchen:

h Provided that such employee may also be required to work in a pantry.

i "Laundry hand" means an employee who is employed to perform general laundry work.

j "Leading hand" means laundry worker in charge of other laundry workers and properly classified as a leading hand by the employer.

k "Second cook" means a cook who is in charge of the kitchen staff when the chef or first cook is not on duty.
"Supervisor" means the person appointed to supervise the work of kitchenhands, pantryhands, or dining room attendants.

S13.3.2 Wage rates

a The minimum rates of wages payable shall be as described in Schedule 1 of this Agreement.

b Assistant supervisors whose specified duties exceed 10 hours in any one week shall receive the appropriate rate for a boarding supervisor for that particular week.

S13.3.3 Allowances

a Divisional and District allowances

Adult employees in the Mackay Division shall be paid 90 cents per week and adult employees in the Eastern District of the Northern Division shall be paid $1.05 per week in addition to the rates above prescribed.

Adult employees in the Western District of the Southern Division shall be paid $1.05 per week and adult employees in the Western District of the Northern Division shall be paid $3.25 per week in addition to the rates above prescribed.

S13.3.4 Uniforms

a Where an employer requires any employee to wear any special uniform, dress or clothing such shall be supplied by the employer and such employee shall be paid an allowance of $5.00 per week unless such uniform, dress or clothing is laundered by the employer.

b Where employees are working in wet areas and it is therefore necessary that waterproof or other protective clothing such as waterproof boots, aprons or gloves be worn by an employee, they shall be supplied with same without cost to the employee. Such protective clothing shall remain the property of the employer.

S13.3.5 Supervisory allowances

a Employees appointed as supervisors shall be paid, in addition to the prescribed rates, the amount of 48.7 cents per hour.

S13.3.6 Deductions for boarding and lodging

The amounts which may be deducted from the wages when an employee is provided with board only or board and lodging shall be:

i Where board and residence is made available to adult employees, the employer shall have the right to deduct from the pay of the employee residing on the premises an amount of $95.50 per fortnight.

ii Where lodgings only are made available to adult employees, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of $31.85 per fortnight.

In all cases the ratio of the value of board to that of lodging shall be 2 to one.

iii The value of board and lodging shall be increased or decreased by an amount equal to 23% of any increase or decrease in the Queensland minimum wage subsequently determined by Fair Work Australia.

iv In the case of employees who do not reside on the employer's premises, a deduction may be made from their wages by the employer at the rate of 1/21st of the allowance for board calculated to the nearest cent for each meal supplied and
consumed during the employee's spread of working hours.

v Where necessary, lodging rooms shall be fitted with adequate heating and cooling appliances.

vi In the case of junior employees in receipt of board only or board and lodging the employer may deduct half of the appropriate amount applicable to adult employees.

vii By agreement free board and lodging shall be provided to those assistant supervisors who perform up to 10 hours supervisory duty on any one week.

S13.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

S13.4.1 Hours of Work

a Operation of 38 hour week

i Subject to clause S13.4.1(b) (Implementation of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- 38 hours within a cycle not exceeding 7 consecutive days;
- 76 hours within a work cycle not exceeding 14 consecutive days;
- 114 hours within a work cycle not exceeding 21 consecutive days; or
- 152 hours within a work cycle not exceeding 28 days.

ii The ordinary hours of work shall not exceed 10 hours per day.

iii Where necessary, employees shall commence their ordinary hours and breaks at different times to ensure continuity of service.

iv The ordinary starting and finishing times may be altered by the employer with the agreement of the majority of employees concerned to suit geographic, safety, climatic or traffic conditions:

Provided that any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the normal spread of hours was observed.

v Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

vi Where a rostered day falls on a public holiday, the following day may be taken where practicable in lieu thereof or the employee and the employer may agree to an alternative day off duty as substitution.

vii Pay averaging

Employees shall be entitled to a week's wages for each week of the cycle.

viii The entitlement to a rostered day off on full pay shall be subject to the following:

- each day of paid leave taken (not including annual leave, long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
- an employee who has not worked a complete 4 week cycle in order to accrue a
rostered day off shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off (i.e. an amount of 24 minutes for each 8 hour day worked or 2 hours for each 40 hours worked).

For the purposes of clause S13.4.1(a)(viii), "worked" includes paid leave referred to in clause S13.4.1(a)(viii).

ix Sickness on a rostered day off which has resulted from the 19 days month work cycle

Where an employee is sick or injured on their rostered day off the employee shall not be entitled to sick pay nor shall their sick pay entitlement be reduced as a result of the sickness or injury on that day.

x Payment of wages

In the event that an employee by virtue of the arrangement of the employee's ordinary working hours is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following such pay day.

b Implementation of a 38 hour week

i The 38 hour week shall be implemented on one of the following bases, most suitable to each location, after consultation with and giving reasonable consideration to the wishes of the employees concerned:

• by employees working less than 8 ordinary hours each day;
• by employees working less than 8 ordinary hours on one or more days each work cycle;
• by fixing one or more work days on which all employees will be off during a particular work cycle; or
• by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

ii Subject to clause S13.4.1(b), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

iii Notwithstanding any other provision in clause S13.4.1(b) where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the employee concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

iv Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

c Procedure for discussions - 38 hour week

i The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.

ii The object of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause S13.4.1.
iii The outcome of such consultation shall be recorded in writing.

iv In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.

v Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented from time to time.

vi After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause S13.4.1(c), including S13.4.1(c)(v).

d A roster setting out the employee's days off duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least 3 days before the commencement of each week.

e Rosters shall provide a minimum of 10 hours' break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

f The ordinary working hours shall be 7 hours and 36 minutes per day, 38 hours per week over 5 days per week with 2 continuous days off per week. Such ordinary hours may be worked within a maximum spread of 14 hours, inclusive of an unpaid meal break. There shall not be more than one break during the ordinary daily working hours.

S13.4.2 Roster posting

A roster showing starting and ceasing times for the ordinary hours of duty of weekly employees and the times between which the period is allotted for each meal together with the surname and initials of each employee shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned. The roster shall be alterable by mutual consent at any time or by amendment of the roster on 7 days' notice. Where practicable, 2 weeks' notice of rostered days off shall be given provided that the days off may be changed by mutual consent or as rendered necessary by the absence of other employees from duty, shortage of staff, or other cause over which the employer has no control and in which cases 12 hours' notice shall be sufficient:

S13.4.3 Meal breaks

a Permanent employees shall be entitled to a daily meal break of not less than 30 minutes nor more than one hour's duration, to be taken between 4 and 6 hours after the commencement of work, or as at any other time as has been mutually agreed between the employer and the majority of employees.

b Part-time employees and casual employees who are engaged to work for more than 5 hours a day shall be entitled to a meal break of not less than 30 minutes nor more than one hour's duration.

c All work performed during a recognised meal break shall be deemed overtime and shall be paid for at the rate of double time. Such rate shall be continued until a break of the usual duration for a meal is allowed.
S13.4.4 Rest pauses

a Permanent employees shall receive a rest pause of 10 minutes' duration in the first half and the second half of each day worked.

b Part-time and casual employees - part-time and casual employees who work more than 4 consecutive hours, but less than 7 hours and 36 minutes on any one day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 7 hours and 35 minutes (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

c Rest pauses shall be taken in the employer's time and shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary:

Provided that where at the employer's discretion, having regard to the employee's health and welfare as well as taking into account peak periods of workload, one rest pause of 20 minutes in the first part of the working day may be substituted.

S13.4.5 Overtime

a All work done in excess of the ordinary hours in any one day or before the recognised starting time or after the recognised ceasing time shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

b Any employee who is required to continue working for more than one and a-half hours after the ordinary ceasing time shall be allowed 30 minutes for a meal for which no deduction of pay shall be made. A further 45 minute meal break after each additional 4 hours worked shall be allowed, for which no deduction of pay shall be made.

c All time worked on an employee's rostered day off shall be paid for at the rate of time and a-half with a minimum payment as for 3 hours worked.

d Where an employee works sufficient overtime to accrue a meal break as provided in clauses S13.4.5(b) and S13.4.5(c), such employee shall be paid the sum of $9.60 as meal money or, as an alternative, the employer shall supply free to such employee a suitable meal in respect of each meal break provided for herein.

e Where an employee has been previously notified of the requirement to work overtime and such overtime is not then worked, in the event of the employee having provided a meal as a result thereof, the employee shall be paid the $9.60 meal allowance as provided in clause S13.4.5(d) notwithstanding the fact that no such overtime is worked.

f Any employee recalled to work overtime after having left the employer's premises shall be paid for not less than 2 hours at overtime rates in respect of each such recall:

g Provided that the provisions of clause S13.4.5(f) shall not apply where such overtime is worked continuously with ordinary hours of work.

h When an employee having worked overtime finishes work at a time when the usual means of transport is not available, the employer shall provide equivalent safe alternate transport without cost to the employee's residence.

i An employee who works so much overtime between the termination of ordinary work on one day and the commencement of work on the next day that the employee has not had at least 8 consecutive hours off duty between those times shall, subject to clause S13.4.5(h), be released after completion of such overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring
during such absence. If on the instructions of the employer such employee resumes or continues work without having had such 8 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and the employee shall be entitled to be absent until receiving 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

j Notwithstanding the rate prescribed in clause S13.4.5(a), there may be an agreement in writing between the employee and employer to take time off with pay equivalent to the amount for which payment would otherwise have been made. Such equivalent accumulated time must be taken within 4 weeks from the time of accrual, or otherwise payment shall be made.

S13.4.6 Shift work

a Night shift workers shall work the same number of hours in unbroken shifts as day workers and the period of night duty shall not exceed 4 weeks in any one period and every employee coming off night duty shall have 24 hours' leave before again resuming duty. No employee shall be asked to again do night duty unless with their own consent until they have worked a period of at least 4 weeks on day work.

b Weekend penalty - All ordinary time worked by full-time employees (other than casuals and part-time employees) on a Saturday or Sunday shall be paid for at the rate of time and a-half.

S13.4.7 Nineteen day month provisions

a As far as practicable the rostered day off brought about by the 19 day month should be continuous with normal rostered days off.

b Where the rostered day off falls on a public holiday the following day may be taken where practicable in lieu thereof.

c Employees shall be entitled to one week's wages in accordance with the wages clause of this Agreement for each week of the cycle.

d The entitlement to a rostered day off on full pay is subject to the following:

i Each day of paid leave taken (not including annual leave and long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.

ii An employee who has not worked a completed 4 week cycle in order to accrue a rostered day off shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off (i.e. an amount of 24 minutes for each 8 hour day worked or 2 hours for each 40 hours worked). For the purpose of clause S13.4.7(d)(ii) "worked" includes paid leave referred to in clause S13.4.7(d)(i).

e Sickness on a rostered day off which has resulted from the 19 day work cycle - Where any employee is sick or injured on their rostered day off they shall not be entitled to sick pay nor shall their sick pay entitlement be reduced as a result of their sickness or injury on that day.

f Notwithstanding the provisions of clause S13.4.7 the employer may, subject to agreement with the Northern District Secretary of the Union, pay wages fortnightly according to the actual hours worked in that fortnightly pay period.
S13.5  PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

S13.5.1 Annual leave

a Every employee other than a casual employee covered by this Schedule shall at the end of each year of employment be entitled to annual leave on full pay for 4 weeks.

b Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave subject to clause S13.5.1(e) and shall be paid for by the employer in advance:

i In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Schedule at that excess rate; and

ii In every other case of the ordinary rate payable to the employee concerned immediately prior to that leave under this Schedule.

c If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due, the employee's pay calculated in accordance with clause S13.5.1(e) for 4 weeks, and also the employee's ordinary pay for any public holiday occurring during such period of 4 weeks.

d If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of the employee's pay for the period of employment calculated in accordance with clause S13.5.1(e).

e Calculation of annual leave pay - In respect of annual leave entitlements to which clause S13.5.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

i All-purpose supplementary allowances - Subject to clause S13.5.1(e)(iii), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

ii All employees - Subject to the provisions of clause S13.5.1(e)(iii), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- the employee's ordinary wage rate as prescribed by Schedule 1 of this Agreement for the period of the annual leave (excluding shift premiums and week-end penalty rates);
- leading hand allowances or amounts of a like nature; and
- A further amount calculated at the rate of 17.5% of the amounts referred to in clauses S13.5.1(e)(ii) and S13.5.1(e)(iii).

iii The provisions of clause S13.5.1(e)(iii) hereof shall not apply to the following:

- any period or periods of annual leave exceeding:
  1. 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
  2. 4 weeks in any other case

- employers (and their employees) who are already paying (or receiving) an
annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

S13.5.2 Term-time employees - Term-time employees shall at the end of each school year be entitled to annual leave calculated as follows:

\[
\text{Number of weeks worked during the year} \times 4 \text{ weeks} \\
52
\]

a Subject to the provision of clause S13.5.1 annual leave shall be taken by all employees during school vacation periods unless otherwise agreed between the employer and employee.

b If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

c An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment is not entitled to any further annual leave at the end of that year of employment.

d An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

e If any such leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year for a period not exceeding 2 years.

f Notification - Every employee shall be given at least 4 weeks' notice by the employer of the commencement of annual leave

Provided that less than 4 weeks' notice of the commencement of annual leave may be given by agreement between the employer and the employee.

g A fixed period employee, on termination, shall be paid, in addition to all other amounts due to the employee an amount equal to 1/12th of their ordinary pay for the period of employment calculated in accordance with clause S13.5.1(e).

S13.5.3 Public holidays

Subject to clause S13.5.3(f) all work done by any employee on

- 1st January;
- 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25th April (Anzac Day);
- Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the Holidays Act 1983, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

a Labour Day

All employees covered by this Schedule are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983 (Queensland), to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on
Labour Day, such employee will be paid a full day’s wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

b Annual show

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

c Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

i A full-time employee is entitled to either payment for each public holiday or a substituted day’s leave.

ii A part-time employee is entitled to either payment for each public holiday or a substituted day’s leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

iii Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day’s leave.

iv Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.

v Nothing in clause S13.5.3(c) confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

d Double time and a-half

For the purposes of clause S13.5.3 "double time and a-half" means one and a-half day’s wages in addition to the employee’s ordinary time rate of pay or pro rata if there is more or less than a day.

e Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year’s Day.

f Substitution

Where there is agreement between the employer and the majority of employees
concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

S13.5.4 Jury service

a An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

b Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

c Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

d If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

e "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any payments over and above those prescribed in Schedule 1 of this Agreement. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

S13.6 PART 6 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

S13.6.1 Transport

a Where an employee is detained at work until it is too late to travel by the last public transport to the employee’s usual place of residence, where such employee normally uses same, the employer shall either provide proper conveyance or private accommodation for the night free of charge.

b If an employee is required to start work before the employee's ordinary commencing time and before the first ordinary means of conveyance (hereinbefore prescribed) is available to convey the employee from the employee's usual place of residence, where such employee normally uses same, to the place of employment the employer shall provide a conveyance or pay the cost thereof.
S13.6.2 Travelling
a  An employee who travels on official business shall be reimbursed reasonable expenses for accommodation, food, conference fees, etc. and incidental expenses.
b  Such reimbursement shall be by mutual agreement between the employer and employee and agreed to prior to the expense/s being incurred.

S13.6.3 Sleeping accommodation
a  Where provided for employees, sleeping accommodation shall be fit and proper:
b  Provided that should any dispute arise as to what constitutes fit and proper sleeping accommodation, the matter shall be referred to the nearest Industrial Magistrate, whose decision shall be binding on the employer and employee.

S13.7  PART 7 - TRAINING AND RELATED MATTERS

S13.7.1 Commitment to training
The parties to this Agreement recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Schedule, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

i  Developing a more highly skilled and flexible workforce;

ii  Providing employees with career opportunities through appropriate training to acquire additional skills; and

iii  Removing barriers to the use of skills acquired.

S13.7.2 Training and education
a  The parties to this Agreement are jointly committed to the provision of appropriate training for all employees working under the Schedule and achieved by way of training to enhance and develop work skills of employees.
b  Training shall comply with the criteria and guidelines established by the parties to meet the requirements of the employer.
c  Training may be undertaken either on or off the job, provided that where the training is undertaken during ordinary hours the employee shall not suffer any loss of pay.
d  Where the employer provides accredited in-service training during working hours, employees may be required to spend an equivalent period of non-working time in training to a maximum of two hours of the employee's own time per month. Such time may be aggregated by the employer to a maximum of 24 hours per annum.
e  Employees shall be entitled to paid training leave to attend approved training programs, and may have time away from work without loss of pay to attend conferences, seminars or short-term courses or training deemed by the employer to be appropriate to the employee's employment. The employer shall not unreasonably withhold such paid training leave.
f  The parties commit themselves to the provision of such training both via internal, on the job and through external training providers as is regarded as appropriate.
S13.8 PART 8 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

S13.8.1 Laundry
Where board and residence are provided for employees, the employer shall permit any of the employees the use of the laundry equipment necessary for the employee to launder their own clothes, free of cost.

S13.8.2 Food
Meals supplied to employees shall be of good quality and of sufficient quantity and well cooked, and shall include for employees morning and afternoon tea.

S13.8.3 Tools
All tools and other special equipment required to be used by employees in the course of their work shall be supplied and maintained by the employer, however, any employee shall be liable for any damage done to such tools and equipment wilfully or by neglect.

In lieu of the supply of tools, an additional payment of $10.80 per week shall be paid to employees in maintenance/servicepersons classifications and shall be regarded as part of the wage of the employees concerned for all purposes.
SCHEDULE 14 – NURSES

S14 Nurses

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

S14.1 PART 1 - APPLICATION AND OPERATION

S14.1.1 Coverage

a  This Schedule applies to all nursing staff employed in non-institutional health settings including:
   i  Crèches and kindergartens
   ii  Independent Schools

b  This Schedule does not apply to:
   i  any person who is a member of a religious Order.

S14.1.2 Definitions

a  "Assistant-In-Nursing" is an employee who is assisting in nursing duties but who is not a Registered Nurse or an Enrolled Nurse.

b  "Boarding School" is an Independent School providing primary level, secondary level or vocational education that makes provision, as part of the provision of education or as an adjunct to the provision of education, for students to be accommodated.

c  "Casual Employee" is an employee who is employed on a daily basis for not more than 32 hours in any one week.

d  "Enrolled Nurse" means an employee:
   i  who is enrolled under the Nursing Act 1992 (Queensland) as an Enrolled Nurse; and
   ii  who is subject to the regulations and/or by-laws of the Queensland Nursing Council and who holds a current Annual Licensing Certificate as such.

e  "Independent School" includes all non-Government schools including Grammar Schools incorporated under the Grammar Schools Act 1975(Queensland).

f  "Part-time Employee" means an employee, other than a "Casual Employee", as defined, or an employee employed in a relieving capacity, who is engaged to work regular hours each week.

   The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than 4 hours or more than 8 hours per day.

   Such hours shall be fewer than 32 per week.

g  "Registered Nurse" means an employee:
   i registered under the Nursing Act 1992 (Queensland) as a Registered Nurse; and
   ii who is subject to the regulations and/or by-laws of the Queensland Nursing Council and who holds a current Annual Licensing Certificate; and
   iii who is employed on the basis of that qualification.

S14.1.3 Area of operation

For the purposes of this Schedule the Divisions and Districts are as follows:
a Divisions

i Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west of 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

ii Mackay Division - That portion of the State within the following boundaries - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

iii Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

b Districts

i Northern Division –

• Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

• Western District - The remainder of the Southern Division.

ii Southern Division –

• Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

• Western District - The remainder of the Southern Division.

c Parties bound

This Schedule is legally binding on the employers and employees as prescribed in clause 1.1 and any Union eligible to represent those employees.

S14.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

S14.2.1 Contract of employment

a Type of engagement

An employee may be engaged as a full-time, part-time or Casual Employee.

b Written confirmation of employment details

The employer shall provide to the employee, upon engagement, written confirmation of employment details that specifies the following:

i type of engagement;

ii classification and pay point level;

iii whether a probationary period applies, and if so, the duration and terms of that probationary period;
in the instance of part-time employees such confirmation shall include the number of ordinary hours of work contracted as usually required.

S14.3 PART 3 - WAGES AND WAGE RELATED MATTERS

S14.3.1 Wages

a The minimum rates of pay for employees covered by this Schedule are contained in Schedule 1 of this Agreement

b Casual employees

Casual employees, as defined in clause S14.1.2(c), shall be paid 23%, in addition to the ordinary weekly rates of pay prescribed in clause S14.3.1(a) and shall be further entitled to any allowance applicable based pro rata on the number of hours worked in relation to 38 in any week. Such employees shall be paid as for a minimum of 2 hours’ work per engagement.

c Part-time employees

Part-time employees shall be paid at the rate of 1/38th of the weekly rate of wages prescribed for the appropriate classification per hour with a minimum payment as for 4 hours on any day when work is performed. Such employees shall be further entitled to any allowances applicable, based pro rata on the number of hours worked in relation to 38 in any week.

d Full-time Nurses in Boarding Schools - annualised salary arrangement

i A full-time employee in a Boarding School and the employer may enter into an agreement whereby the employee is paid an annualised salary. The employee must be paid at least the appropriate minimum weekly rate for that employee as set out in clause S14.3.1(a) for the entire 12 months. Employees who enter into an annualised salary arrangement are excluded from the following provisions of this Schedule:

• on-call allowance (clause S14.3.2(b))
• recall (clause S14.3.2(c))
• meal breaks - extra payment for working during meal break (clause S14.4.2(b))
• weekend work - extra payment (clause S14.4.5)
• afternoon and night duty - extra payment (clause S14.4.6)
• overtime (clause S14.4.7)
• annual leave (clause S14.5.1)
• public holidays (clause S14.5.2)

ii Negotiating the annualised salary

When negotiating the annualised salary the employer and the employee shall take into consideration the expected work requirements and the excluded provisions that would otherwise apply.

iii Where such annualised salary agreement exists, it must be recorded in writing between the employer and the employee affected prior to its commencement and a copy must be kept as part of the time and wages record.

iv Time and wages records must be kept for the employee.
Review of annualised salary

At the end of each year or on the anniversary date the employee and the employer may review, or at the request of the employee must review, the annualised salary arrangement. During any such review either party may elect to discontinue the annualised salary arrangement. If the annualised salary arrangement is renegotiated the new or amended agreement is to be recorded in accordance with clause S14.3.1(d)(iii).

Accelerated advancement

A Registered Nurse Level 1 shall be entitled to advance one paypoint on that person's first employment following registration with the Queensland Nursing Council, or at any time during that person's employment as a Registered Nurse Level 1, upon one only of the following:

- attainment of an undergraduate degree in nursing; or
- registration in another branch of nursing or on another nursing register maintained by the Queensland Nursing Council where the employee is working in a position in a particular practice setting which requires the additional registration; or
- successful completion of a post-registration course of at least 12 months duration where the employee is required to perform the duties of a position to which the course is directly relevant.

It is recommended that nurses contemplating undertaking a course as described in clause S14.3.1(e) should consult with their employer prior to commencement of study to clarify whether the employer accepts that it is a course as described in clause S14.3.1(e).

Advancement

- A Registered Nurse Level 1 whose current Schedule 1 rate of pay includes the advancement provided for in clause S14.3.1(e)(i) shall not be entitled to further advancement under clause S14.3.1(e).
- A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause S14.3.1(e)(i) if that nurse is no longer working in a position for which such additional registration is a requirement;

A Registered Nurse Level 1 shall not retain an entitlement to a dvancement in paypoint pursuant to clause S14.3.1(e)(i) if that nurse is no longer working in a position for which such post-registration course is directly relevant.

"Paypoint" in clause S14.3.1(e) only, means a year in pay.

Total experience to count

For the purpose of determining the rate of wages payable by reference to the year of service or paypoint of any employee, an employee shall be given credit for all previous continuous nursing service.

Previous nursing service shall include time spent in obtaining additional nursing certificates other than the General Nursing Certificate.

A part-time or Casual Employee shall be required to complete the equivalent of a full working year (1,976 hours) from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment. A
person who has completed 1,976 hours of duty, or has received payment for 1,976 hours, including annual, sick, bereavement and other paid leave, shall be deemed to have completed a full year.

In calculating continuous nursing service for the purpose of this clause, any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties covered by a relevant nursing agreement shall not be taken into account.

On termination of employment each employee shall be given a certificate signed and dated by the employer setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in paypoint pursuant to clause S14.3.1(e), and in the instance of part-time and Casual Employees, the total hours worked.

The onus of proof of previous experience shall be on the employee.

An employee unable to provide proof of previous experience within four weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date supplied.

Subject to proof of previous experience being provided within 4 weeks, the employer will adjust previous payments back to the date of commencement.

The employee may seek the assistance of the Union to obtain or establish such proof of previous experience still outstanding.

### Board and lodging

- Where board and lodging are supplied to employees residing within employer accommodation the employer shall be entitled to deduct the following amounts from the weekly rates of pay prescribed for such employees:

<table>
<thead>
<tr>
<th></th>
<th>$ Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>For all Registered and Enrolled Nurses</td>
<td>54.78</td>
</tr>
<tr>
<td>For Assistants-in-Nursing</td>
<td>51.54</td>
</tr>
</tbody>
</table>

- In all cases the ratio of the value of board to that of lodging shall be 2 to one.
- The above rates will be adjusted annually in accordance with the State Wage Case increases to existing allowances.
- Where employees who are living out are provided with meals by the employer, a deduction shall be made from the employee’s wages at the rate of 1/21st of the allowances for board calculated to the nearest cent for each meal so provided.

#### S14.3.2 Allowances

- Divisional and district parities
<table>
<thead>
<tr>
<th>Division</th>
<th>Adults 21 years of age &amp; over</th>
<th>Juniors under 21 years of age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Division, Eastern District</td>
<td>1.05</td>
<td>0.53</td>
</tr>
<tr>
<td>Northern Division, Western District</td>
<td>3.25</td>
<td>1.63</td>
</tr>
<tr>
<td>Mackay Division</td>
<td>0.90</td>
<td>0.45</td>
</tr>
<tr>
<td>Southern Division, Western District</td>
<td>1.05</td>
<td>0.53</td>
</tr>
</tbody>
</table>

b  On call allowances

i  The provisions hereunder apply to employees who are rostered to be on-call at their private residence, or at any other mutually agreed place, other than the employer's premises.

- An employee rostered to be on-call shall receive an additional amount as follows:
  1. $19.05 for each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
  2. $28.60 for each 24 hour period or part thereof when the on-call period is on a Saturday;
  3. $33.35 for each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

Payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

- If an employee rostered to be on-call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause S14.3.2(b)(i). A minimum payment of 3 hours at the appropriate overtime rate shall be paid, except in the case of unforeseen circumstances arising, the employee shall not be required to work for 3 hours if the work for which the employee was required, and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.

- An employee who is required to work shall be provided with transport to and from the employee's home or shall be refunded the cost of such transport.

- Where an employee is required to work within 3 hours of commencing normal duty and remains at work, the employee shall be provided with transport from the employee's home to the workplace, or shall be refunded the cost of such transport.

- An employee placed on-call is required to remain at the employee's private residence or any other mutually agreed place as will enable the employer to readily contact the employee during the hours for which the employee has been placed on-call. Clause S14.3.2(b)(i) should not prevent the provision by employers of electronic or other devices by which the employee could be contacted as an alternative to being stationed at an agreed place.

- An employee on-call who usually lives out and who is required to remain on
close call within the workplace precincts shall be provided free of charge with board and lodging in addition to any allowance payable pursuant to clause 3.2.2.

ii In employee who is required to remain on the employer’s premises and is provided with board and lodging shall be paid the following amounts in addition to the amounts specified in clause S14.3.2(b)(i).

- $12.00 for each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
- $15.00 for each 24 hour period or part thereof when the on-call period is on a Saturday;
- $20.00 for each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

Payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

iii Clause S14.4.7(c) shall not apply when an employee has actually worked less than 2 hours in total on one or more call-outs.

iv Clause S14.3.2(b) shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S14.3.1(d).

c Recall

i The following provisions shall apply to employees who are not rostered to be on-call, but who are recalled to work.

- An employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of 3 hours. The time spent travelling to and from the place of duty shall be deemed to be time worked.

Where an employee is recalled within 3 hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment.

- Except in the case of unforeseen circumstances arising, an employee who is recalled to work shall not be obliged to work for 3 hours if the work for which the employee was recalled, any associated duty, is completed within a shorter period.

- If an employee is recalled to work, the employee shall be provided with transport to and from the employee’s home or shall be refunded the cost of such transport:

Where an employee is recalled to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from the employee’s home to the workplace or shall be refunded the cost of such transport.

- The provisions of clause S14.4.7(c) shall not apply when an employee has actually worked less than 2 hours in total on one or more call-outs.

- Clause S14.3.2(c) shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S14.3.1(d).
Uniform and laundry allowance

The employer shall supply free of charge, a uniform of a type or design considered most suitable, or in lieu thereof, an allowance at the rate of $159 per annum shall be paid on a pro rata basis each pay day.

Where uniforms are not laundered at the employer's expense an allowance of $1.85 per week shall be paid.

The uniform and laundry allowance shall only be payable where the employer requires a uniform of a specific type to be worn but does not provide such uniform.

In charge allowance - Independent Schools

If there is no Registered Nurse Level 2 or Registered Nurse Level 3 employed and there are 2 or more nurses employed on nursing duties in any one Boarding School, one of those nurses shall be named and shall be deemed to be senior. The deemed senior shall be paid the amount of $3.40 per week in addition to the rates prescribed in clause S14.3.1(a).

S14.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

S14.4.1 Hours of work

a Ordinary hours

Subject to clause S14.4.1(c), and subject to the exceptions in clause S14.4.1, the ordinary hours of work shall be an average of 38 hours per week, to be worked on the following basis:

152 hours within a work cycle not exceeding 28 consecutive days.

If there are compelling reasons to do so, and subject to clause S14.4.1(d) the method of implementation of the 38 hour week may be varied for individual employees, groups or sections of employees.

b Maximum daily ordinary hours

The ordinary hours of work shall be worked continuously and shall not exceed 10 hours on any day.

Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

c Implementation of 38 hour week

Subject to clause S14.4.1(d):

i Subject to the exceptions in clause S14.4.1(c), the principal way by which the 38 hour week is to be implemented is by working ordinary hours through the work cycle so as to provide an accrued day off.

ii Where the 38 hour week is implemented by granting employees an accrued day off it shall be on the following basis:

iii By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle; or

iv By fixing one or more work days on which all employees will be off during a particular work cycle.

v When the ordinary work cycle provides for an accrued day off, the accrued day off
shall not fall on a public holiday. The employer and employee shall, by mutual agreement, arrange for an alternative accrued day off.

vi Where the arrangement of ordinary hours of work provides for an accrued day off, the employer and each employee in each section, establishment or unit concerned may agree to accumulate up to a maximum of 5 days off.

vii Consent to accumulate accrued days off shall not be unreasonably withheld by either the employer or the employees. Where agreement is reached to defer or accumulate accrued days off, payment for work on accrued days off will be at ordinary rates.

viii Where agreement in clause S14.4.1(c)(v) has been reached, the accumulated accrued days off shall be taken within 12 calendar months from the date of the entitlement to the first accrued day off.

ix Subject to, and in accordance with the 12 calendar month requirement in clause S14.4.1(c)(vi), an employee must take and exhaust all accumulated accrued days off prior to the taking of periods of annual leave, but such accumulated accrued days off may be taken in conjunction with annual leave and/or long service leave.

x Subject to clause S14.4.1(d), and where there are compelling reasons to do so, different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the facility concerned.

xi For the purpose of clause S14.4.1(c) "compelling reasons" mean:

- Where employees bound by this Agreement are employed by an employer whose principal business is other than of nursing and the majority of employees are covered by an agreement approved by Fair Work Australia then the provisions for implementing a 38 hour week as specified by that agreement shall apply.

- Where the operational or administrative requirements of the business necessitate implementation of the 38 hour week by methods other than an accrued day off.

- Where there is a dispute over whether the operational or administrative requirements necessitate the implementation of the 38 hour week by methods other than an accrued day off, the employer shall have the onus of establishing such reasons exist.

d 38 hour week - procedures for work area level discussions

i The employer and all employees concerned in each section, establishment or unit shall consult over the most appropriate means of implementing and working a 38 hour week.

ii The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause S14.4.1(c).

iii The outcome of such consultation shall be recorded in writing.

iv In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of the relevant employee or employer organisation.

v After implementation of the 38 hour week, upon giving 7 days’ notice, or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the
employer and employees concerned utilising the foregoing provisions of clause S14.4.1.

vi Notwithstanding the provisions of clause S14.4.1 if a dispute or difficulty should arise over the implementation of the 38 hour week it is open to either party to seek the assistance of Fair Work Australia to resolve the matter.

vii Should a dispute or difficulty over implementation of the 38 hour week concerning the accrued day off arise the onus in any proceedings is on the employer to establish that there are compelling reasons as to why the accrued day off should not be implemented.

viii Notwithstanding the consultative procedure outlined in clause S14.4.1(d), in the event of a dispute or difficulty arising over the implementation of the 38 hour week the employer may determine the method by which the 38 hour week is implemented until such dispute or difficulty is resolved.

Any such determination by the employer shall be without prejudice to the resolution of the dispute.

S14.4.2 Meal breaks

a Where an employee is rostered to work at least 6 hours, a meal break of no less than 30 minutes shall be available between the 4th and the 6th hour after commencement of duty, and thereafter at intervals of no more than 6 hours.

b Except as provided in clause S14.4.2 time and a-half shall be paid for all work required to be performed during meal breaks and thereafter until a meal break is taken.

Clause S14.4.2(b) shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S14.3.1(d).

c Employees performing ordinary work in excess of 8 hours and up to 10 hours per day shall be entitled to a meal break of not less than one-half hour and not more than one hour at or about the 5th hour from the ordinary starting time each day.

d In the event of an emergency circumstance occurring during the meal break such meal break may be delayed without penalty.

The meal break should be taken as soon as the emergency circumstance ends.

Payment in accordance with clause S14.4.2(b) shall be made if the meal break is unable to be taken after the emergency circumstance ends.

S14.4.3 Rest pauses

a Full-time employees

Every full-time employee covered by this Agreement shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second portion of daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

b Part-time and casual employees

Every part-time and Casual Employee shall be entitled to a paid rest pause after 3 hours continuous duty.

Such employees who are engaged to work more than 6 and a-half hours in any one engagement shall be entitled to rest pauses as for a full-time employee.

c Combining rest pauses
Notwithstanding clauses S14.4.3(a) and S14.4.3(b) and by management discretion, the employer may combine the period of the 2 rest pauses to provide one 20 minute rest pause. In the case of the morning duty, it is taken in the first portion of the duty period, and in the case of the afternoon duty, it is taken in the second portion of the duty period. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

The ability to combine rest pauses shall not be available with respect to employees working ordinary hours of more than 8.

**S14.4.4 Rest days**

a. Employees working the hours prescribed by clause S14.4.1 shall be allowed 4 rest days (rostered days off) during each fortnight (14 days). Each rostered day off shall consist of a continuous period of 24 hours, which where practicable shall include from midnight to midnight.

b. An employee's roster may provide for any one of the following combinations of days free from rostered work in each fortnight:
   - 2 periods comprising 2 days each;
   - 3 consecutive days and one stand-alone day or;
   - One period of 4 consecutive days.

Any one of these combinations may be varied to enable 2 single days free from rostered work if requested in writing by the employee.

Where agreement under clause S14.4.1(b) has been reached, employees shall be allowed additional rest days in accordance with the rostered hours of duty for the particular fortnight.

**S14.4.5 Weekend work - extra payment**

a. All rostered ordinary hours worked by any employee between midnight Friday and midnight Sunday up to and including 10 ordinary hours in any one shift shall be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midnight Friday to midnight Saturday</td>
<td>50%</td>
</tr>
<tr>
<td>Midnight Saturday to midnight Sunday</td>
<td>75%</td>
</tr>
</tbody>
</table>

All time worked by an employee during the above week-end period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages:

Clause S14.4.5 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S14.3.1(d).

**S14.4.6 Afternoon and night duty - extra payment**

a. Afternoon shift - extra payment
   - Afternoon shift means a shift where a majority of hours are worked after 12 midday and finished at or after 6:00pm
   - Afternoon shift workers shall be paid an allowance of 12.5% for each shift of
ordinary hours.

b Night shift - extra payment
   i Night shift is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.
   ii Night shift workers shall be paid an allowance of 15% for each shift of ordinary hours.

c In the case of a Casual Employee the shift allowance shall be calculated upon the relevant wage rate exclusive of the casual loading.

d Afternoon and night shift allowances shall not apply to Registered Nurses working on Saturday and Sunday when extra payment for week-end work applies.

e Clause S14.4.6 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause S14.3.1(d).

S14.4.7 Overtime
   i Employees entitlements
      • All time worked in excess of the ordinary working hours as prescribed in clause S14.4.1 of this Schedule shall be overtime and shall be paid for at the following rates:
         1. in the case of shift workers at the rate of double time;
         2. in the case of all other employees at the rate of time and one-half for the first 3 hours and double time thereafter on any one day;
         3. all overtime on a Sunday shall be paid at the rate of double time.
      • Payment shall be made for all overtime worked and time off in lieu shall not be regarded as payment.

b Overtime meal
   An employee who is called upon to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid $9.60 in lieu, after more than 2 hours or after more than one hour if overtime continues beyond 6.00 p.m. in addition to overtime payment for the time worked.

c 10 hour break between shifts
   When an employee is required to continue working after the completion of the employee's ordinary shift, the employee shall be allowed not less than 10 hours off duty without loss of pay in respect of the employee's next ordinary shift of duty.

d Exemption - Full-time Nurses in Boarding Schools - annualised salary arrangement
   Clause S14.4.7 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with Clause S14.3.1(d).

S14.5 PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

S14.5.1 Annual leave
   a Entitlement
      i Every employee (other than a Casual Employee) covered by this Agreement shall at the end of each year of employment be entitled to annual leave on full pay as
follows:

- Not less than 190 hours if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;
- Not less than 190 hours if employed in a Boarding School;
- Not less than 152 hours in any other case.

b Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause S14.5.1(g)) shall be paid for by the employer in advance:

i In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement, at that excess rate; and

ii In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Schedule.

c By mutual agreement employees (other than casuals) may utilise up to 38 hours of annual leave entitlement in a minimum of single day absences for personal reasons.

d If any such annual leave has not been taken as it falls due from time to time, such annual leave, by mutual arrangement, may be accumulated for a period not exceeding 2 years.

The application of clause S14.5.1(d) is conditional upon the employee having been afforded reasonable opportunity to take such leave.

e Reasonable notice of the commencement of annual leave shall be given to the employee.

f Except in case of termination it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

g Calculation of annual leave pay

In respect to annual leave entitlement to which clause S14.5.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

i Shift workers

Subject to clause S14.5.1(g)(ii), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee’s roster or projected roster, including Saturday, Sunday or holiday shifts.

ii All employees

Subject to clause S14.5.1(g)(ii) in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- The employee’s ordinary wage rate as prescribed by the Schedule 1 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
- A further amount calculated at the rate of 17.5% of the amounts referred to in the above subclause.

iii Clause S14.5.1(g)(ii) shall not apply to the following:

- Any period or periods of annual leave exceeding:
1. 190 hours in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or

2. 152 hours in any other case;

- Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

\( \text{h} \) Leave debits

Leave debits will be equivalent to the ordinary hours employees would have worked had the employees not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

\( \text{i} \) Accrued day off arising from the implementation of the 38 hour week

Whilst on annual leave an employee continues to accrue time for the purpose of an accrued day off as if the employee had been at work.

\( \text{j} \) Part-time employees

Part-time employees shall be entitled to annual leave in accordance with clause S14.5.1.

The calculation of "full pay" shall be based upon the average number of hours worked per week during the employee's year of employment.

By mutual agreement, part-time employees in private schools may request leave without pay for any remaining weeks during the school year when the school is on vacation.

\( \text{k} \) Exemption - Full-time Nurses in Boarding Schools - annualised salary arrangement

Clause S14.5.1 does not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with Clause S14.3.1(d).

**S14.5.2 Public holidays**

\( \text{a} \) All work done by employees on:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983* (Queensland), to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

\( \text{b} \) Labour Day
All employees covered by this Agreement shall be entitled to be paid a full day’s wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983 (Queensland), to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day and if any employee concerned actually works on Labour Day, such employee shall be paid a full day’s wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

c Annual show

All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the Holidays Act 1983 (Queensland), to be kept as a holiday in relation to the annual agricultural, horticultural, or industrial show held at the principal city or town as specified in such notification of such district, shall be paid for at the rate of double time and a-half with a minimum of 4 hours. In those centres where the show is of more than one day's duration the employee may agree with the employer to substitute another day during the show period in lieu of the day so appointed, in which case the provisions of clause S14.5.2(c) shall apply to the day so substituted.

d Double time and a-half

For the purposes of clause S14.5.2, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

e Part-time employees

A Part-time Employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, shall be paid for the hours which would normally have been worked on that day.

Should a Part-time Employee actually work on a public holiday, payment for such time shall be made according to clause S14.5.2.

f Exemption - Full-time Nurses in Boarding Schools - Annualised Salary Arrangement

Clause S14.5.2 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with Clause S14.3.1(d).

S14.5.3 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

a Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

b Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

c If the employee is not required to serve on a jury for a day or part of a day after
attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any payments over and above those detailed in Schedule 1 of this Agreement. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

S14A SCHEDULE 14A - Enrolled Nurse definitions, progression, accelerated advancement and appeal

S14A.1 Definitions

S14A.1.1 The determination of the appropriate wage rate for Enrolled Nurses under Schedule 1 of this Agreement shall be according to the following definitions:

a "In-service training" means the formal and/or informal work related learning activities required by the employer to be undertaken by an employee through opportunities provided by the employer, which contribute to an employee's professional development and efficiency by:

i the acquisition and updating of skills and knowledge beneficial to effective performance within a team, and/or

ii reducing the degree of direct supervision required of the employee, and/or

iii enhancing the breadth and/or depth of knowledge and skills required by an employee in a specific area and/or range of areas of nursing practice, as the case may be.

S14A.1.2 "Supervision" means, subject to the regulations and/or by-laws of the Queensland Nursing Council for Queensland, the oversight, direction, instruction, guidance and/or support provided to an employee by the Registered Nurse responsible for ensuring such an employee is not placed in situations where required to function beyond the employee's education and training.

S14A.2 Specifically:

S14A.2.1 Direct and indirection supervision

a "direct supervision" means the employee works side by side continuously with a Registered Nurse responsible for observing and directing the employee's activities in circumstances where, in the judgement of the Registered Nurse, such an arrangement is warranted in the interests of safe and/or effective practice;

b "indirect supervision" means such other supervision provided to an employee assuming responsibility for functions delegated by a Registered Nurse in circumstances where, in the judgement of the Registered Nurse accountable for such delegation, direct supervision of the employee is not required.

S14A.2.2 "Year of practical experience" means 1,976 hours of duty, or paid leave to the equivalent of 1,976 hours including annual, sick, bereavement and other paid leave.

S14A.2.3 "Paypoint 1" means the Paypoint to which an employee shall be appointed as an Enrolled Nurse, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:
a Training and experience
   i the satisfactory completion of a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an Enrolled Nurse; or
   ii the satisfactory completion of a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a State/Territory nurses registration board;
   iii and practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employer, from time to time; and

b Skill indicators
S14A.2.4 The employee has, noting the ANRAC competencies for enrolment:
   a limited or no practical experience of current situations, and
   b limited discretionary judgement, not yet developed by practical experience.
S14A.2.5 "Paypoint 2" means the Paypoint to which an employee shall be appointed or shall progress from Paypoint 1, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:
   a Training and experience
      i The satisfactory completion of a hospital based course of general training in nursing or more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an Enrolled Nurse, or
      ii In addition to the experience, skill and knowledge requirements specified for Paypoint 1, not more than one further year of practical experience in the provision of nursing care and/or services;
   b and the undertaking of in-service training, subject to its provision by the employer, from time to time; and
S14A.2.6 Skill indicators
   a An employee is required to demonstrate some of the following in the performance of work:
      i a developing ability to recognise changes required in nursing activity and in consultation with the Registered Nurse, implement and record such changes, as necessary, and/or
      ii is able to relate theoretical concepts to practice and/or
      iii requires assistance is determining priorities.
S14A.2.7 "Paypoint 3" means the Paypoint to which an employee shall be appointed or progress from Paypoint 2, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:
   a Training and experience
   S14A.2.8 In addition to the experience, skill and knowledge requirements specified for Paypoint 2, not more than one further year of practical experience in the provision of nursing care and/or services; and
   S14A.2.9 the undertaking of in-service training, subject to its provision by the employer, from
time to time; and

a  Skill indicators

S14A.2.10 An employee is required to demonstrate some of the following in the performance of work:

a  an ability to organise, practice and complete nursing functions in stable situations with minimal direct supervision, and/or

b  the use of observation and assessment skills to recognise and report deviations from stable conditions, and/or

c  demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice, and/or

d  uses communication and interpersonal skills to assist in meeting psychosocial needs of individuals/groups.

S14A.2.11 "Paypoint 4" means the Paypoint to which an Enrolled Nurse shall be appointed or progress from Paypoint 3, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

a  Training and experience

S14A.2.12 In addition to the experience, skill and knowledge requirements specified for Paypoint 3, not more than one further year of practical experience in the provision of nursing care and/or services; and

S14A.2.13 the undertaking of in-service training, subject to its provision by the employer, from time to time; and

a  Skill indicators

S14A.2.14 An employee is required to demonstrate some of the following in the performance of work:

a  demonstrable speed and flexibility in accurate decision making, and/or

b  organises own workload and sets own priorities with minimal direct supervision, and/or

c  uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs, and/or

d  uses communication and interpersonal skills to meet psychosocial needs of individuals/groups.

S14A.2.15 "Paypoint 5" means the Paypoint to which an Enrolled Nurse shall be appointed or shall progress from Paypoint 4, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

a  Training and experience

S14A.2.16 In addition to the experience, skill and knowledge requirements specified for Paypoint 4, not more than one further year of practical experience in the provision of nursing care and/or services; and

S14A.2.17 the undertaking of relevant in-service training, subject to its provision by the employer, from time to time; and

a  Skill indicators

S14A.2.18 An employee is required to demonstrate all of the following in the performance of
work:

a. contributes information in assisting the Registered Nurse/s with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary; and

b. responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

c. demonstrates efficiency and sound judgement in identifying situations requiring assistance from a Registered Nurse.

**S14A.3 Enrolled Nurse progression, appeal and accelerated advancement**

**S14A.3.1 Paypoint determination and progression**

a. The Paypoint for each Enrolled Nurse is to be determined by the employer by reference to the Enrolled Nurse's skills and knowledge compared to those set out in the Paypoint definitions in clauses S14A.2.3 – S14A.2.15 inclusive of Schedule 14A.

b. Each Enrolled Nurse shall also identify their appropriate Paypoint through self-assessment of their own skills and knowledge by reference to the Paypoint definitions.

c. Where there is a difference in Paypoint assessment arising out of clauses S14A.3.1(a) and S14A.3.1(b), an Enrolled Nurse may elect to process the matter through the mechanism in clauses S14A.3.2(b) – S14A.3.2(d) inclusive of this Schedule 14A, having first endeavoured to resolve the matter through discussions with the employer.

d. Subject to the terms specified for each Paypoint as defined in clause S14A.1.1 of this Schedule 14A, each employee shall progress from one Paypoint to the next on the employee's completion of a continuous year of service as an Enrolled Nurse, having regard to the acquisition and utilisation, of skills and knowledge through experience in the employee's practice setting/s over such period.

An employee's progression may be deferred or refused by the employer. Any such deferral or refusal is referable only to the terms specified for each Paypoint in clause S14A1.1, and is not unreasonably nor arbitrarily imposed by the employer. It shall be considered unreasonable if the employer has refused to provide in-service training and/or opportunities to work in various practice settings in the employer's establishment.

**S14A.3.2 Appeal and review**

a. Where an employee believes on reasonable grounds that circumstances have changed since that employee's last progression review, that employee shall have the right to request the employer to initiate a review within 30 days of the request. Such review should be completed within 30 days from commencement. If the review results in a recommendation for movement to the next Paypoint, such movement shall be operative from the commencement date of the review.

b. An employee may appeal in writing, an employer's deferral or refusal or a review outcome in regard to Paypoint progression. Such appeal shall commence within 30 days of lodgement and be finalised within 30 days of commence ment.

c. An appeal or review for the purposes of clause S14A.3, shall be undertaken and resolved in accordance with clause 2.3 of this Agreement.

d. Where, as a result of clause S14A.3.2(b), there is a revocation of the employer's decision, Paypoint progression shall be deemed to operate and be payable from the date for such progression in accordance with clause S14A.3.1(d) of this Schedule.
S14A.3.3 Accelerated advancement

a Subject to clause S14A.3.1, an employee shall be entitled to accelerated advancement by one Paypoint:

i for possession of a post enrolment qualification accredited by an Australian statutory nurse registering authority; or

ii on completion of a post enrolment course of at least 6 months duration where such an employee is required to perform duties of a position to which such training is directly relevant.

An employee who has already been advanced one Paypoint under clause S14A.2.5(a)(i) of this Schedule 14A shall not be entitled to further advancement under this clause.

b An employee who has advanced in accordance with clause S14A.2.6(a) shall not be entitled to further accelerated advancement pursuant to clause S14A.2.6.

c An Enrolled Nurse shall not retain an entitlement to advancement in Paypoint pursuant to clause S14A.2.6(a) if that nurse is no longer working in a position for which such qualification is directly relevant.

S14A.3.4 Recognition of training, experience and skill

S14A.4 All relevant training, experience and skills as an Enrolled Nurse, other than such experience pre-dating any break of three or more consecutive years, shall be counted for the purposes of:

S14A.4.1 finalising translations of all employees employed at 20 December 1993 by reference to the requirements at each of the Paypoint definitions; and

S14A.4.2 determining the appropriate Paypoint for appointment of employees appointed thereafter; and

S14A.4.3 determining the appropriate Paypoint for progression of all Enrolled Nurses.

S14B SCHEDULE 14B - Generic level statements - Registered Nurses

These generic level statements are intended as broad descriptions of the role at each level of the career structure and should be applicable in all health settings where nurses practise. Specific job descriptions will, however, need to be developed for the specific positions at each of the career structure levels, e.g. Clinical Nurse Consultant Accident & Emergency.

COMPLIANCE WITH A.N.R.A.C. COMPETENCIES IS REQUIRED AT EACH LEVEL

[ACKNOWLEDGMENT: These Generic Level Statements were prepared using the competencies developed by the Australasian Nurse Registering Authorities Conference (ANRAC).]
## Generic level statement

The Registered Nurse is the first level nurse who is licensed to practice nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse is registered by the Nurses Registration Board of Queensland and holds a current practising certificate.

The degree of expertise will experience as the Registered Nurse advances through this level.

The nurse may be a beginning practitioner or a Registered Nurse returning to the field after a period of absence.

## Responsibilities

The Registered Nurse gives direct nursing care based on the A.N.R.A.C. competencies, to a group of patients/clients in collaboration with the CN/CNC.

These A.N.R.A.C. competencies are grouped as follows:

### Professional/Ethical practice

1. Demonstrates a satisfactory knowledge base for safe practice.
2. Functions in accordance with legislation and common law affecting nursing practice.
3. Protects the rights of individuals and groups.
4. Demonstrates accountability for nursing practice.
5. Conducts nursing practice in a way that can be ethically justified

### Reflective practice

6. Recognises own abilities and level of professional competence.
7. Acts to enhance the professional development of self and others.
8. Recognises the value of research in contributing to developments in nursing and improved standards of care.

### Enabling

9. Maintains a physical and psychosocial environment which promotes safety, security and optimal health.
10. Acts to enhance the dignity and integrity of individuals and groups.
11. Assists individuals or groups to make informed decisions.
12. Communicates effectively and documents relevant information.
<table>
<thead>
<tr>
<th>Generic level statement</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Clinical Nurse means a Registered Nurse who is appointed as such.</td>
<td>13. Effectively manages the nursing care of individuals or groups.</td>
</tr>
<tr>
<td>The Clinical Nurse role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge-base in relation to a field of practice.</td>
<td>14. Carries out a comprehensive and accurate nursing assessment of individuals and groups in a variety of settings.</td>
</tr>
<tr>
<td>The Clinical Nurse assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</td>
<td>15. Formulates a plan of care in consultation with individuals/groups taking into account the therapeutic regimes of other members of the health care team.</td>
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<td></td>
<td>16. Implements planned care.</td>
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<tr>
<td></td>
<td>17. Evaluates progress of individuals or groups toward planned outcomes.</td>
</tr>
<tr>
<td><strong>Teamwork</strong></td>
<td>18. Collaborates with the health care team.</td>
</tr>
</tbody>
</table>

**Level 2 - Clinical Nurse**

<table>
<thead>
<tr>
<th>Generic level statement</th>
<th>Responsibilities</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1. Gives direct care to a group of patients/clients.</td>
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<td></td>
<td>2. May relieve Level 3 positions.</td>
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<td></td>
<td>3. Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic patient/client care.</td>
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<td></td>
<td>4. Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurse e.g.:</td>
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<tr>
<td></td>
<td>- planning and co-ordination of ward/unit education programs and other staff development activities.</td>
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</tbody>
</table>
### Generic level statement

A Clinical Nurse is responsible for a specific client population, and is able to function in more complex situations while providing support and direction to Registered Nurses and other non-registered nursing personnel.

The Clinical Nurse identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes.

The Clinical Nurse is able to demonstrate:

- advanced level clinical skills and problem-solving skills;
- planning and co-ordination skills in the clinical management of patient care;
- ability to work within a collegiate/team structure;
- awareness of and involvement with the quality assurance process;
- contribution to professional practice of the unit.

### Responsibilities

- orientation of new staff.
- preceptorship for new staff.
- participates in action research.
- participates in nursing policy review and initiatives.
- Co-operates with other Clinical Nurses in relation to development of programs and initiatives.
- Ensures a safe working environment.

### Level 3 - Clinical Nurse Consultant

### Generic level statement

The Clinical Nurse Consultant means an employee appointed as such, who is a Registered Nurse. The Clinical Nurse Consultant is a proficient practitioner who is accountable for the co-ordination of standards of care delivered in a specific patient/client care area.

The Clinical Nurse Consultant collaborates with the Nurse Manager, Nurse Educator and Nurse Researcher to facilitate the provision of quality cost-effective care.

The Clinical Nurse Consultant demonstrates:

### Responsibilities

1. Co-ordinates patient care activities for one patient care/service delivery area.
2. Gives, on a regular basis, direct care to a small number of patients with complex care needs.
3. Manages activities related to the provision of safe patient/client care.
4. Evaluates care and institutes mechanisms to correct deficiencies.
5. Participates in multi-disciplinary reviews of patient care outcomes.
6. Monitors patients' perceptions of their care and institutes mechanisms to remedy deficiencies in care.
### Generic level statement

- an advanced level of clinical skills
- proficiency in the delivery of nursing care
- skilled co-ordination of nursing care
- leadership qualities

The Clinical Nurse Consultant fulfils the function of:

- change agent
- role model
- patient/client/staff educator
- action researcher

The Clinical Nurse Consultant has the authority to co-ordinate care for one patient/client unit and assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.

### Responsibilities

1. Undertakes action research to address patient/client care problems and issues.
2. Reviews pattern of care delivery and assesses appropriateness of change.
3. Participates in committees for patient/client care improvements, initiatives and policy development.
4. Assesses professional development needs of staff and co-ordinates unit education programs.
5. Acts as an expert consultant to staff of own unit and on request, to other units, in relation to area of expertise.
6. Identifies issues requiring policy review.
7. Participates in relevant policy development.
8. Develops and implements relevant quality assurance programs.
10. Participates in orientation and other staff development activities.
11. Participates in performance review mechanisms.
12. Ensures a safe working environment.
13. Participates in relevant research projects.

### Level 3 - Nurse Manager

### Generic level statement

Nurse Manager means an employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources for a specified group of clinical units.

### Responsibilities

1. Provides nursing management of human and material resources for a specified group of clinical units.
# Generic level statement

The Nurse Manager collaborates with the Clinical Nurse Consultant, Nurse Educator and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.

Nurse Managers must demonstrate management skills including:

- organisation and planning skills in relation to personnel and material resource management.
- awareness and understanding of staffing methodologies.
- leadership qualities.
- analytical and report writing skills.

The Nurse Manager must assume accountability and responsibility for own actions and acts to rectify unsafe Nursing practice and/or unprofessional conduct.

# Responsibilities

2. Provides financial management, budget preparation and cost control within the specified units.

3. Allocates and rosters staff for the designated units to provide an optimal level of patient/client care.

4. Co-ordinates staff leave.

5. Engages in research related to management issues and problems.

6. Develops management information data base for area.


8. Identifies issues requiring policy review.


10. Develops and implements relevant quality assurance programs.

11. Participates in staff selection processes.

12. Participates in orientation and other staff development activities.

13. Participates in performance review mechanisms.

14. Ensures a safe working environment.

15. Participates in relevant research projects.
## Level 3 - Nurse Educator

<table>
<thead>
<tr>
<th><strong>Generic level statement</strong></th>
<th><strong>Responsibilities</strong></th>
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</thead>
<tbody>
<tr>
<td>Nurse Educator means an employee appointed as such, who is a Registered Nurse and is accountable for the assessment, planning, implementation and evaluation of nursing education and/or staff development programs.</td>
<td>1. Assists in the design, implementation and assessment of nursing education programs, including in-service and staff development programs.</td>
</tr>
<tr>
<td>The Nurse Educator collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.</td>
<td>2. Provides assistance and guidance to ward/unit staff in relation to development, implementation and evaluation of educational programs and resources.</td>
</tr>
<tr>
<td>The Nurse Educator demonstrates:</td>
<td>3. Provides ongoing evaluation and modification of the staff development/education programs.</td>
</tr>
<tr>
<td>- appropriate mix of clinical and educational skills</td>
<td>4. Co-operates with ward/unit staff to develop education initiatives for staff and patients.</td>
</tr>
<tr>
<td>- analytical and report writing skills</td>
<td>5. Monitors ongoing educational needs of nursing staff and implements appropriate educational experiences.</td>
</tr>
<tr>
<td>- leadership qualities</td>
<td>6. Maintains an information data base on educational programs and programs participants.</td>
</tr>
<tr>
<td>- organisational and planning skills in relation to education</td>
<td>7. Identifies issues requiring policy review.</td>
</tr>
<tr>
<td>The Nurse Educator assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</td>
<td>8. Participates in relevant policy development.</td>
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<td></td>
<td>9. Develops and implements relevant quality assurance programs.</td>
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<td>11. Participates in orientation and other staff development activities.</td>
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<td></td>
<td>13. Ensures a safe working environment.</td>
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<tr>
<td></td>
<td>14. Participates in relevant research projects.</td>
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<tr>
<td><strong>Generic level statement</strong></td>
<td><strong>Responsibilities</strong></td>
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<tr>
<td>Nurse Researcher is an employee appointed as such, who is a Registered Nurse responsible for development, conduct and quality of ethically sound nursing research projects and quality assurance programs.</td>
<td>1. Develops and conducts nursing research projects in accordance with professional standards for nursing and research practice.</td>
</tr>
<tr>
<td>The Nurse Researcher acts as a resource person for nurses engaged in research and quality assurance projects.</td>
<td>2. Maintains ongoing assessment of risk-benefit to persons participating in nursing research.</td>
</tr>
<tr>
<td>The Nurse Researcher demonstrates:</td>
<td>3. Adopts research procedures which protect privacy, confidentiality of information and patient rights.</td>
</tr>
<tr>
<td>- the knowledge of and ability to apply a range of research techniques and methodologies.</td>
<td>4. Collaborates with nurses and other health professionals engaged in research involving clients of the nursing unit or pertaining to nursing clients.</td>
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<tr>
<td>- organisation and planning skills in relation to research practice.</td>
<td>5. Communicates with relevant care givers when selecting research participants.</td>
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<tr>
<td>- leadership qualities.</td>
<td>6. Contributes to the functioning of the Ethics Committee.</td>
</tr>
<tr>
<td>- analytical and report writing skills.</td>
<td>7. Ensures research participants are informed of research and its implications.</td>
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<td>- an awareness of ethical standards in research practice.</td>
<td>8. Documents and disseminates research findings.</td>
</tr>
<tr>
<td>The Nurse Researcher assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.</td>
<td>9. Identifies issues requiring policy review.</td>
</tr>
<tr>
<td>The Nurse Researcher collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Educator to facilitate the provision of quality, cost-effective care.</td>
<td>10. Participates in relevant policy development.</td>
</tr>
<tr>
<td></td>
<td>11. Develops and implements relevant quality assurance programs.</td>
</tr>
<tr>
<td></td>
<td>13. Participates in orientation and other staff development activities.</td>
</tr>
<tr>
<td></td>
<td>15. Ensures a safe working environment.</td>
</tr>
</tbody>
</table>
SCHEDULE 15 - MISCELLANEOUS WORKERS' SCHEDULE

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

S15.1 Part 1 - Application and operation

S15.1.1 Coverage

This Schedule applies to cleaners, maintenance and other miscellaneous staff not covered by other schedules in this Agreement.

S15.1.2 Definitions

a "Broken Shift" means a shift which is broken into two or more periods (excluding rest pauses and meal breaks) where the unpaid break in between such periods is greater than one hour:

Provided that a Broken Shift applies only to Cleaners.

b "Caretaker" means an employee whose presence is required on Premises for the protection (including the closing and locking and unlocking and opening) or convenient use thereof, and who may also have other duties in respect to the Premises's cleanliness or upkeep:

Provided that any employee required by the employer to sleep on the employer's Premises for the purpose of providing protection for the Premises or for the carrying out of other caretaking duties will be deemed to be a Caretaker for the purposes of this Schedule.

c "Caretaker's Quarters" in existing Premises means not less than 2 rooms, with an aggregate floor space of not less than 21 square metres, but in the case of Premises which may be erected, altered or renovated after 7 April 1997, the term means not less than 3 rooms - two rooms each with not less than 13 square metres of floor space, and one room with 9 square metres of floor space, the ceiling heights for such rooms to be in accordance with the appropriate Local Government building regulations.

Caretaker's Quarters in all cases must be reasonably suitable for human habitation both in themselves and in their immediate surroundings.

d "Cleaner" means a person employed for the greater part of their working time in cleaning work of any description on any Premises or in bringing into or maintaining Premises in a clean condition, whatever may be the nature of their other duties.

e "Day Worker" means an employee whose ordinary hours fall within the spread of hours prescribed in clause S15.4.1(a)

f "Gatekeeper" means an employee who is mainly employed at the gate attending to the entry and exit of persons, vehicles and/or goods of any description.

g "Premises" means all classes of buildings and their environs whether enclosed or not enclosed, and includes - buildings in the course of construction or demolition, construction works, showgrounds, sportsgrounds, racecourses, mines, tramways, and any other place where the service of employees subject to this Schedule may be required.

h "Shift Worker" means an employee whose ordinary hours of duty fall outside the spread of hours prescribed in clause S15.4.1(a)

i "Watchperson" means a person employed to safeguard Premises, or property on or
about
Premises, and who may be required to perform related functions for the purpose of
ffecting such safeguarding.

j "Week" means a period of 7 days, but the ordinary working hours must be comprised
within 5 days.

S15.1.3 Area of operation

For the purposes of this Schedule, the Divisions and Districts are as follows:

a Divisions

i Northern Division - That portion of the State along or north of a line commencing
at the junction of the sea coast with the 21st parallel of south latitude; from that
latitude due west to 147 degrees of east longitude; from that longitude due south
to 22 degrees 30 minutes of south latitude; from that latitude due west to the
western border of the State.

ii Mackay Division - That portion of the State within the following boundaries:-
Commencing at the junction of the sea-coast with the 21st parallel of south
latitude; from that latitude due west to 147 degrees of east longitude; from that
longitude due south to 22 degrees of south latitude; from that latitude due east to
the sea coast; from the sea-coast northerly to the point of commencement.

iii Southern Division - That portion of the State not included in the Northern or
Mackay Divisions.

b Districts

i Northern Division:

• Eastern District - That portion of the Northern Division along or east of 144
degrees 30 minutes of east longitude.

• Western District - The remainder of the Northern Division.

ii Southern Division:

• Eastern District - That portion of the Southern Division along or east of a line
commencing at the junction of the southern border of the State with 150
degrees of east longitude; from that longitude due north to 25 degrees of
south latitude; from that latitude due west to 147 degrees of east longitude;
from that longitude due north to the southern boundary of the Mackay
Division.

• Western District - The remainder of the Southern Division.

S15.1.4 Parties bound:

This Schedule is legally binding on the employers and employees as prescribed in clause
S15.1.1 and any Union eligible to represent those employees.

S15.2 Part 2 - Employer and employees' duties, employment relationship and related
arrangements

S15.2.1 Employment categories

a Employees covered by this Schedule shall be advised in writing of their employment
category upon appointment. Employment categories are:

i Full-time;
ii Part-time (as prescribed in clause S15.2.3); and
iii Casual (as prescribed in clause S15.2.4).

S15.2.2 Full-time employment

Employees other than casual or part-time employees are deemed to be full-time employees and are entitled to all of the benefits provided by this Schedule.

S15.2.3 Part-time employment

a An employer may employ part-time employees in any classification in this Schedule.

b A part-time employee is an employee who:

i is employed for a minimum of 7.6 hours per week and for a maximum of 32 ordinary hours per week; and

ii works on no more than 5 days of the week, being Monday to Sunday; and

iii has reasonably predictable hours of work; and

iv receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

c At the time of engagement, the employer and the employee are to agree in writing on the number of ordinary hours per week and the normal rostering arrangements.

d The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

e Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees as detailed in Part 4 of this Schedule, unless otherwise mutually agreed.

f An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any day or shift.

g All time worked in excess of the rostered hours as mutually arranged in accordance with clause S15.2.3(c) and S15.2.3(d) will be overtime and paid for at the rates prescribed in clause S15.4.5.

h A part-time employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause S15.3.2 for the class of work performed.

i Where a public holiday falls on a day upon which a part-time employee is normally engaged, that employee shall be paid their ordinary time rate of pay for the number of hours normally worked on that day.

j Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If an employee transfers from full-time to part-time (or vice-versa) all accrued Schedule and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

k All other provisions of this Schedule relevant to full-time employees shall apply to part-time employees.

S15.2.4 Casual employment

a A casual employee is an employee engaged as such under clause S15.2.1(a) who is
employed for less than 32 hours in any one week under this Schedule:

Provided that a casual employee does not include an employee as described in clause S15.2.3.

b Except where otherwise expressly provided, a casual employee must be engaged for a minimum period of 2 hours work or receive a minimum payment of 2 hours per engagement.

c A casual employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause S15.3.2 for the class of work performed plus a loading of 23%.

d Subject to clause S15.2.4(b) a casual employee may leave the employer’s service or be discharged without notice.

e A casual Watchperson is entitled to a minimum of 4 hours for each engagement where the engagement does not exceed 4 hours, or to a minimum of 8 hours for engagements exceeding 4 hours. Subject to clause S15.4.1 all time worked in excess of 8 hours on any one day will be paid for at overtime rates. For the purposes of this provision each day’s work constitutes a separate engagement. In this context “day” means each period of 24 hours from the commencement of the job.

f The minimum period of engagement for a casual Gatekeeper will be not less than 8 hours.

S15.2.5 Mixed functions

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause S15.3.2 shall be paid as follows:

i If more than 4 hours on any day the higher rate for the whole of such day.

ii If 4 hour or less then payment of the higher rate for 4 hours.

S15.3 Part 3 - Wages and wage related matters

S15.3.1 Definition of classifications

Employees covered by this Schedule are to be classified into one of the following classification and wage levels and remunerated accordingly.

a Level 1: (Relativity to Trade Equivalent:- 82.0%)

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

• exercises minimal judgement;

• works under direct supervision; or

• is undertaking training so as to enable the employee to perform work at Level 2.

b Level 2: (Relativity to Trade Equivalent:- 87.4%)
"Security Officer - Grade 1" is an employee who performs work to the level of their training.

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

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

Any employee required by the employer to sleep on the employer's Premises for the purpose of providing protection to the Premises or for the carrying out of other caretaker’s duties will be deemed to be a Caretaker for the purposes of this Schedule.

Bill Poster.
Caretaker.
Cleaner.
Lift Attendant.
Watchperson.

Level 3: (Relativity to Trade Equivalent:- 92.4%)

"Security Officer - Grade 2" is an employee who performs work above and beyond the skills of a Security Officer - Grade 1 to the level of their training.

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

- Securing, watching, guarding and/or protecting as directed, including responding to and attending to alarm signals, and required to patrol in a vehicle two or more separate establishments or sites.
- Monitoring and responding to electronic intrusion, detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems).
- Operating a public weighbridge by a security officer appropriately licensed to do so.
- Monitoring and operating integrated intelligent building management and security systems, terminating at a visual display unit or computerised print out, which requires data input from the security officer.

"Building Service Employee - Grade 1" is an employee performing the duties of a Cleaner, who in addition is engaged for the greater part of each day or shift on any of the following tasks, or a combination of such tasks:
i Ordering supplies and receiving deliveries and/or being given the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments and/or an employee performing customer or public relations or other duties as required.

ii Carpet cleaning - operating equipment used in any or all of the following methods - powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly called "steam cleaning").

iii Cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices.

iv Operating "Ride-On" powered sweeping machines.

v Operating steam cleaning and pressure washing equipment on the exterior of buildings.

e Level 4: (Relativity to Trade Equivalent:- 100.0%)

i "Security Officer - Grade 3" is an employee who performs work above and beyond the skills of a Security Officer - Grade 2, to the level of their training, and co-ordinates the work of security officers working in a team environment.

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

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

ii "Building Service Employee - Grade 2" is an employee who is entrusted with the supervision of cleaning as a principal responsibility and/or who may be required to generally superintend and maintain a building or buildings and/or building equipment and who may also perform the duties of a Cleaner or Building Service Employee - Grade 1 as required.

S15.3.2 Wage rates

a Weekly wage rates

The minimum rates of wages payable are detailed in Schedule 1 of this Agreement.

b Leading hand

A Leading Hand who has been appointed as such is to be paid the following amounts in addition to the wage rates prescribed in clause S15.3.2(a).

<table>
<thead>
<tr>
<th></th>
<th>$ Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>In charge of up to 15 employees</td>
<td>16.00</td>
</tr>
<tr>
<td>In charge of more than 15</td>
<td>23.50</td>
</tr>
</tbody>
</table>
These allowances are payable for all purposes of this Schedule.

c Divisional and District parities

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause S15.3.2(a) for the Division or District in which they are located:

<table>
<thead>
<tr>
<th>Division</th>
<th>Adults $ Per Hour</th>
<th>Adults $ Per Week</th>
<th>Juniors $ Per Hour</th>
<th>Juniors $ Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Division, Eastern District</td>
<td>0.0275</td>
<td>1.05</td>
<td>0.0140</td>
<td>0.53</td>
</tr>
<tr>
<td>Northern Division, Western District</td>
<td>0.0855</td>
<td>3.25</td>
<td>0.0430</td>
<td>1.63</td>
</tr>
<tr>
<td>Mackay Division</td>
<td>0.0235</td>
<td>0.90</td>
<td>0.0120</td>
<td>0.45</td>
</tr>
<tr>
<td>Southern Division, Western District</td>
<td>0.0275</td>
<td>1.05</td>
<td>0.0140</td>
<td>0.53</td>
</tr>
</tbody>
</table>

These amounts are payable for all purposes of this Schedule.

S15.3.3 Allowances

a Abattoirs’ and meatworks’ prosperity loading

All employees covered by this Schedule employed by the Thomas Borthwick and Sons (Australasia) Limited, Queensland Meat Export Company Limited, Swift Australian Company (Pty.) Limited, and the Central Queensland Meat Export Company Pty. Limited will, in addition to their ordinary time rate of pay, be paid a prosperity loading of $3.47 per week.

b Broken shift

A Cleaner working a Broken Shift is entitled to a payment of $7.95 per shift for each shift so worked.

c Caretaker’s accommodation

A Caretaker who is required by the employer to reside on or in the vicinity of the employer’s Premises will be provided with living quarters, fuel and light at the employer’s expense.

Where a Caretaker is not provided with quarters they are to be paid an allowance of $6.07 per week, and where they are not provided with fuel and light they will be paid an allowance of $2.60 per week in lieu thereof.

d Lifts

Where there is only one lift in use and goods as well as passengers travel in it, $5.60 per week extra will be paid when the Lift Attendant is required to handle goods.

e Lift Attendant – uniforms

Where a Lift Attendant is required by the employer to wear a uniform, such uniform
will be supplied by the employer and laundered at the employer’s expense. If the employer does not launder such uniform, the employee will be paid an allowance of 60c per week.

f Non-rotation of shifts
Where an employer refuses to allow rotation of shifts, employees on night shifts will be paid 15.05c per hour in addition to their ordinary wage rates.

g Outside work
A Cleaner or Caretaker working outside a building will be paid 4.55c per hour extra while so employed.

h Toilet cleaning
i Employees required to clean toilets connected with septic tanks or sewerage are to be paid an allowance of $7.20 per week in addition to their ordinary wage rates.

ii Employees required to clean earth closets or urinals, other than merely by hosing them, are to be paid 39c per closet per service, or 39c for each 3 (or fraction of 3) urinals, in addition to their ordinary wage rates. Neither of these payments will apply where the allowance in clause S15.3.3(h)(i) applies.

i Washing dusters and towels
Employees who are called upon outside their ordinary working hours to wash dusters will be paid 23c each and for washing towels or larger articles, 33c each.

j Watchperson
A Watchperson who is required by the employer to perform duties totally unrelated to the function of watching, safeguarding or protecting Premises and/or property is to be paid an additional payment of $3.80 per week when required to perform such duties:

Provided that duties of a simple clerical or recording nature and/or duties normally performed by a Gatekeeper will be regarded as duties related to the function of a Watchperson for the purposes of clause S15.3.3(j).

k Window cleaning
i Any employee who is required to clean windows when it is necessary to go wholly outside the window or climb around an outside column to do such cleaning will, if such cleaning or climbing is at a height of more than 3 metres from the ground or verandah, be paid 39c extra for each such window unless the outside window or column ledge is more than 50 centimetres wide:

Provided clause S15.3.3(k)(i) does not apply to cleaning from a ladder resting on the ground.

ii Where cleaning is done from a ladder, and any portion of the window to be cleaned exceeds in height 7.5 metres from the ground, the employee is to be paid 39c per window extra for each window so cleaned:

Provided that clause S15.3.3(k) (b) does not apply when an efficient safety device is provided.
S15.4 Part 4 - Hours of work, breaks, overtime, shift work, weekend work

S15.4.1 Hours of work

a Day Worker:

i Subject to clause S15.4.1(b) (Working of a 38 hour week) and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 per week, to be worked in one of the following ways:

• 38 hours within a work cycle not exceeding 7 consecutive days; or
• 76 hours within a work cycle not exceeding 14 consecutive days; or
• 114 hours within a work cycle not exceeding 21 consecutive days; or
• 152 hours within a work cycle not exceeding 28 consecutive days;

ii The ordinary hours of work prescribed for employees are to be worked continuously except for meal breaks. Subject to clauses S15.4.1 and S15.4.8 ordinary hours may be worked on a maximum of 5 consecutive days in the week between 6.00 a.m. and 6.00 p.m., Monday to Sunday inclusive.

iii The ordinary hours of work prescribed herein must not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours must be subject to the agreement of the employer and the majority of employees concerned.

iv The ordinary starting and finishing times of various groups of employees or individual employees may be staggered provided that there is agreement between the employer and the majority of employees concerned.

b Working of a 38 hour week

i The 38 hour week will be worked in one of the following ways, most suitable to the particular enterprise, after consultation with, and giving reasonable consideration to the wishes of, the employees concerned:

• by employees working less than 8 ordinary hours each day; or
• by employees working less than 8 ordinary hours on one or more days each work cycle; or
• by fixing one or more work days on which all employees will be rostered off during a particular work cycle; or
• by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

ii Subject to clause S15.4.1(a)(iii), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

iii Regardless of any other provision in clause S15.4.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, each accrued rostered day off must be taken within 12 calendar months of the date on which that rostered day off was accrued. Consent to accrue rostered days off will not be
unreasonably withheld by either party.

iv Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in the enterprise concerned.

c **Procedures for enterprise level discussions**

i The employer and all employees concerned in each enterprise will consult over the most appropriate means of working a 38 hour week.

ii The objective of such consultation is to reach agreement on the method of working the 38 hour week in accordance with clause S15.4.1.

iii The outcome of such consultation must be recorded in writing.

iv In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their Union or employer organisation.

v Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer has the right to make the final determination as to the method by which the 38-hour week is to be worked from time to time.

vi Upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause S15.4.1.

d **Rostered days off**

i Where the arrangement of ordinary hours of work provides for a rostered day off all employees will be given a fair spread of rostered days off, from Monday to Friday.

ii An employee must be advised by the employer at least 7 days in advance of an entitlement to a rostered day off.

iii In the event that an employee is rostered off duty on a day which coincides with pay day, the employee will be paid not later than the working day immediately following pay day.

iv All time worked on an employee's rostered day off is to be paid for at the appropriate overtime rate (time and a-half for the first 3 hours, double time thereafter) with a minimum payment as for 2 hours' work:

- Provided that by mutual agreement the employer and the employee may agree to substitute another day in lieu of the rostered day off, in which case the day that had been rostered off will be regarded as an ordinary working day.

v Where a rostered day off falls on a public holiday as prescribed in clause S15.5.2, the employee and the employer will agree to an alternative day off in lieu thereof.

S15.4.2 **Roster posting**

The employer must, by legible notice displayed at some place accessible to the employees, notify the times of commencing and ceasing work. Such times, once notified, will not be changed except by giving 7 days' notice.

S15.4.3 **Meal breaks**

a Employees will receive at least 30 minutes and not more than 60 minutes for an unpaid
meal break to be taken not later than 6 hours after the employee commences work, unless the employer and employee agree otherwise.

b If the meal period prescribed in clause S15.4.3(a) is worked, it will be paid for at the rate of double time and such double time payment will continue until the employee finishes work or is allowed a meal break, for which no deduction of pay is to be made.

S15.4.4 Rest pauses
a Every employee is entitled to a paid rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses must be taken at such times as will not interfere with the continuity of work where continuity is necessary.

b Where there is agreement between the employer and the majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day. The meal break should be arranged in such a way that the ordinary working day is broken up into three approximately equal working periods.

Consent to combine the rest pauses must not be unreasonably withheld by either party.

S15.4.5 Overtime
a All work performed by a Day Worker outside of or in excess of the hours prescribed in clause S15.4.1, or outside the roster prescribed in clause S15.4.7(b) in the case of a Shift Worker, is deemed to be overtime. Such overtime will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that all overtime worked on Sundays is to be paid for at the rate of double time.

b The minimum payment for Saturday and Sunday overtime is for 2 hours.

c Meal allowances

An employee, who is required to continue work after the usual ceasing time for more than 2 hours, or after more than one hour if overtime continues beyond 6.00 p.m., will be supplied with a reasonable meal at the employer's expense or be paid $9.60 in lieu thereof.

S15.4.6 Fatigue breaks
a An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause S15.4.6, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

b If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period. The employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

c Clauses S15.4.6(a) and S15.4.6(b) apply in the case of a Shift Worker who rotates from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
i for the purpose of changing shift rosters; or
ii where a Shift Worker does not report for duty; or
iii where a shift is worked by arrangement between the employees themselves.

S15.4.7 Shift work

a A Shift Worker will receive a shift allowance of 15% in addition to their ordinary time rate of pay, Monday to Friday inclusive.

b Hours of work - The ordinary working hours of Shift Workers will be agreed between the employer and the majority of the employees concerned and must not exceed an average of 38 per week to be worked in accordance with a roster prescribed by clause S15.4.2.

c Change of roster - Except by agreement between the employer and the employee, the employer must give at least 7 days' notice of change of roster.

d Crib breaks - A Shift Worker is entitled to a crib break of 30 minutes' duration without loss of pay. Such crib break is to be taken not later than 6 hours after the commencement of each shift.

S15.4.8 Weekend work

a Ordinary hours worked on a Saturday or Sunday are to be paid at the rate of time and a-half.

b Any arrangement of hours which includes a Saturday or Sunday as ordinary hours must be subject to agreement between the employer and the majority of employees concerned.

c In any arrangement of hours which includes a Saturday or Sunday as ordinary hours, the Union is to be notified in writing within 14 days of commencement of work under such arrangement.

S15.5 Part 5 - Leave of absence and public holidays

S15.5.1 Annual leave

a Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

i not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and

ii not less than 4 weeks in any other case.

b Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause S15.5.1(e)) must be paid for by the employer in advance:

i in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause S15.3.2, at that excess rate; and

ii in every other case, at the ordinary time rate of pay payable under clause S15.3.2 to the employee concerned immediately prior to that leave.

c If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in
accordance with clause S15.5.1(e), for 4 or 5 weeks as the case may be and also their
ordinary time rate of pay for any public holidays occurring during such period of 4 or 5
weeks.

d  If the employment of any employee is terminated before the expiration of a full year of
employment, such employee shall be paid, in addition to all other amounts due, an
amount equal to 1/9th of their pay for the period of their employment in the case of a
Shift Worker, and 1/12th of their pay for the period of their employment in the case of a
Day Worker, calculated in accordance with clause S15.5.1(e).

e  Calculation of annual leave pay

In respect to annual leave entitlements to which clause S15.5.1 applies, annual leave
pay (including any proportionate payments), shall be calculated as follows:

i  Shift workers - Subject to clause S15.5.1(e)(iii), the rate of wage to be paid to a Shift
Worker shall be the rate payable for work in ordinary time according to the
employee's roster or projected roster, including Saturday, Sunday or public holiday
shifts.

ii  Leading hands etc. - Subject to clause S15.5.1(e)(iii), leading hand allowances
otherwise payable for ordinary time worked shall be included in the wages to be
paid to employees during annual leave.

iii  All employees - Subject to the provisions of clause S15.5.1(e)(iv)), in no case shall
the payment by an employer to an employee be less than the sum of the following
amounts:

- the employee's ordinary wage rate as prescribed in clause S15.3.2 for the
  period of the annual leave (excluding shift premiums and weekend penalty
  rates);
- leading hand allowance prescribed in clause S15.3.2;
- a further amount calculated at the rate of 17 1/2% of the amounts referred to
  in clause S15.5.1(e)(iii).

iv  Clause S15.5.1(e)(iii), does not apply to the following:

- any period or periods of leave exceeding:
  1. 5 weeks in the case of employees employed in a calling where 3 shifts per
day are worked over a period of 7 days per week; or
  2. 4 weeks in any other case.
- employers who are already paying an annual leave bonus, loading or other
annual leave payment which is not less favourable to employees.

f  Unless the employee agrees otherwise, the employer must give the employee at least
14 days' notice of the date from which the employee's annual leave will be taken.

g  Except as provided in clause S15.5.1(d), it is not lawful for the employer to give, or for
the employee to receive, payment in lieu of annual leave.

h  Such annual leave will be exclusive of any rostered day off which would have occurred
had the employee not been on annual leave.

i  Annual shut down - An employer may close down an enterprise for a period of at least
21 consecutive days and grant the balance of the annual leave due to an employee in
one continuous period in accordance with a roster:
Provided that by agreement with the majority of employees concerned, an employer may close down an enterprise for a period of at least 14 consecutive days including non-working days and grant the balance of annual leave due to the employee(s) by mutual arrangement.

S15.5.2 Public holidays

a Subject to clause S15.5.2(g) all work done by any employee on:

1st January;
26th January;
Good Friday;
Easter Saturday (the day after Good Friday);
Easter Monday;
25th April (Anzac Day);
Birthday of the Sovereign;
Christmas Day;
Boxing Day; or
any day appointed under the Holidays Act 1983, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

b Labour Day

All employees covered by this Schedule are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983 (Queensland), to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

c Annual show

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

d Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

i A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.

ii A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

iii Where a public holiday would have fallen on a Saturday or a Sunday but is
substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day’s leave.

iv Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.

v Nothing in clause S15.5.2(d) confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

e  **Double time and a-half**

For the purposes of clause S15.5.2 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or pro rata if there is more or less than a day.

f  **Stand down**

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

g  **Substitution**

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

**S15.5.3 Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-Schedule payment. “Ordinary pay” excludes overtime, penalty rates of all types -
including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

S15.6 Part 6 - Transfers, travelling and working away from usual place of work

S15.6.1 Court attendance
a Employees required to attend a court of justice in connection with their duties shall be paid:
   i travelling time if outside their ordinary working hours;
   ii fares; and
   iii their ordinary time rate of pay for the time they are attending the court.

S15.7 Part 7 - Training and related matters

S15.7.1 Commitment to training
a The level of training in the industry will continue to be reviewed and upgraded where the parties deem it necessary.
b The parties commit themselves to training as is regarded by them as appropriate and also to improving training in such cases where this is required.
c It is agreed that the parties will co-operate in ensuring that training is maintained and improved.
d This training will form the basis of an enhanced career structure in the industry.

S15.8 Part 8 - Occupational health and safety matters, equipment, tools and amenities

S15.8.1 Cleaning materials and dressing rooms
a All cleaning materials and disinfectants, where necessary, will be provided by the employer.
b The employer will provide suitable dressing accommodation. The changing of clothes will occur in the employee’s time. Cleaning materials must not be kept in the dressing room.
c Where mopping is to be done, wringer buckets will be supplied by the employer.

S15.8.2 Night workers
a Provision will be made for night workers to be able to leave the Premises in cases of necessity. Keys of doors for this purpose will be kept in a sealed jar or glass case where, in case of emergency, the keys can be got out. Night employees are to be allowed to eat their meals in some portion of the Premises properly protected from the weather. The employee/s will leave such place in a clean condition.
b Night workers are not required to clean the outside windows above the ground or floor, or, in other than retail shops, the inside windows, if the Cleaner is required to work more than 3 metres from the ground or floor.

S15.8.3 Uniforms
a Clean overalls will be supplied where the employer requires overalls to be worn.
b Where Lift Attendants are required by the employer to wear a uniform, such uniform will be supplied by the employer and laundered at the employer’s expense. If the
employer does not launder such uniform, the employee will be paid an allowance as prescribed in clause S15.3.3(e).

S15.8.4 Toilet cleaning

Employees are not required to clean toilets used by members of the opposite sex during times when the toilets are available for use by other employees or members of the public. At other times, males may clean female toilets and vice versa provided that it is made quite clear by the use of a notice that the toilets are not in use and are being cleaned by a member of the opposite sex.

S15.8.5 Caretaker's quarters

a Where a Caretaker occupies quarters provided by the employer and provides their own furniture and personal effects, a relieving Caretaker must not occupy such quarters without the permission of the first Caretaker.

S15.8.6 Work in the rain

When an employee's clothes get wet because the employee is required to work in the rain, the employee will be paid double rates for all work so performed. Such payment is to continue until such time as the employee finishes work or is able to change into dry clothing:

Provided that clause S15.8.6 will not apply where the employee has been supplied with adequate rainproof clothing.
SCHEDULE 16 - RETAIL EMPLOYEES

S16 Retail Employees

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

S16.1 PART 1 – APPLICATION AND OPERATION

S16.1.1 Coverage

a) This Schedule applies to all employees, and their respective employers, engaged in the reception and/or preparation and/or sale and/or delivery and/or installation of any goods and/or services by retail, and applies to persons employed wholly or principally as a clerk as defined herein.

b) This Schedule also applies to contractors and/or sub-contractors and their employees performing or executing any work to which this Schedule ordinarily is applicable.

S16.1.2 Definitions

a) "Casual Employee" means an employee who is engaged as such and who is employed for not more than 30 hours in any one week.

b) In respect to clerks "Casual Clerk" means a clerk engaged by the hour, who may leave the employer's service or be discharged at any moment without notice.

c) Casual clerks engaged in head offices of retail companies may be employed for not more than 38 hours in any one week.

d) "Employee" means and includes all persons for whom wage rates are prescribed by this Schedule.

e) "Junior Employee" means any employee (other than a trainee as defined in clause 9.2 of this Schedule), under the age of 21 years, excepting employees engaged in cleaning, watching, gatekeeping or lift attendant duties.

f) "Part-time Employee" means an employee who is engaged as such and who is employed for not less than 12 hours per week and not more than 32 hours per week.

g) "Senior Employee" means any shop assistant or clerk, 21 years of age or over:

h) Provided that a shop assistant under 21 years of age who received not less than the rate of wages prescribed by this Schedule for an employee of the age of 21 years shall be regarded as a Senior Employee.

i) "Storepersons in Retail Bulk Stores" mean employees handling, receiving and despatching goods in a store removed from a shop.

j) "Storeperson and packer" means any employee principally engaged in the reception, storing or packing of any goods, for sale by retail.

k) "Storeperson in charge" means a senior storeperson who has under their supervision or direction not less than 2 employees.

S16.1.3 Area of operation

This Schedule applies to the whole of the State of Queensland. Divisions within this area are as follows:

a) "Eastern portion of the State" - That part of the State of Queensland within the area bounded by a line commencing at the sea-coast and the northern boundary of the Shire of Douglas; then in a south-westerly direction along the boundary of the Shire of
Douglas to its junction with 145 degrees of east longitude; then along that meridian of longitude to its junction with the southern boundary of the Shire of Mareeba; then by that boundary to its junction with the Shire of Etheridge; then along the eastern boundaries of the Shires of Etheridge, Flinders, Aramac, Jericho, Tambo, Murweh, Boorina, Bungil, Bendermere, Waroo, and Balonne to the junction of the eastern point of the boundary of the Shire of Balonne with the border of Queensland and New South Wales; then along that border to the sea-coast and then along the sea-coast to the point of commencement, and including the islands off such sea-coast being part of the State of Queensland.

b "Western and Far Northern Portion of the State" - That part of the State of Queensland commencing at the junction of the sea-coast and the Queensland/Northern Territory border; then along that border and the borders of Queensland and South Australia and Queensland and New South Wales to its junction with the south-eastern point of the boundary of the Shire of Balonne; then by the eastern boundaries of the Shires of Balonne, Waroo, Bendemere, Bungil, Boorina, Murweh, Tambo, Jericho, Aramac, Flinders and Etheridge; then by the south-eastern boundary of the Shire of Mareeba to its junction with 145 degrees of east longitude; then northerly along that meridian to its junction with the boundary with the Shire of Douglas; then along the north-western boundary of the Shire of Douglas to its junction with the sea-coast; then along the sea-coast, to the point of commencement and including the islands off such sea-coast being part of the State of Queensland.

c Brisbane

i "The Inner City of Brisbane" - The area within the following boundaries: Commencing at the centre of the William Jolly Bridge; then along such bridge north to Skew Street; then along Skew Street to Saul Street; then Saul Street to Countess Street; then along Countess Street to Kelvin Grove Road; then along Kelvin Grove Road to Ithaca Street; then along Ithaca Street to Gilchrist Avenue; then along Gilchrist Avenue to Bowen Bridge Road; then along Bowen Bridge Road to the centre of Bowen Bridge; then along the midstream of Enoggera Creek to Breakfast Creek; then along the midstream of Breakfast Creek to the Brisbane River, and then along the midstream of such river to the point of commencement at the centre of the William Jolly Bridge:

Provided that where the boundary of such part of the Inner City of Brisbane is a Street, Road, or Avenue shops on both sides of the street, road or avenue, shall be regarded as being within such part.

ii The Area of the City Heart of the Inner City of Brisbane shall be deemed to be the area within the following boundaries:

Commencing at the outer extremities of the junction of Edward Street and Alice Street; then along Alice Street to its junction with William Street and North Quay; then along William Street and North Quay to its junction with Makerston Street; then along Makerston Street to its junction with Roma Street; then along Roma Street to its junction with Albert Street; then along Albert Street to its junction with Wickham Terrace; then along Wickham Terrace to its junction with Wharf Street; then along Wharf Street to its junction with Eagle Street; then along Eagle Street to its junction with Mary Street; then along Mary Street to its junction with Felix Street; then along Felix Street to its junction with Margaret Street; then along Margaret Street to its junction with Edward Street; then along Edward Street to its junction with Alice Street:
Provided that any premises facing onto any of the named streets shall be deemed to be within the defined area.

d "The Gold Coast Area" - That part of the eastern portion of the State within the following boundaries: Commencing at the junction of the sea-coast and the southern bank of the Coomera River; then along the southern bank of that river to its junction with Coombabah Creek; then by the southern bank of that creek to the Gold Coast Highway; then westerly along the Gold Coast Highway to its junction with the Pacific Highway; then by a straight line to the point on the Nerang River situated one kilometre in a direct line westerly from the nearest point on the western boundary of the Pacific Highway; then by a line parallel to, and one kilometre to the west of the western boundary of the Pacific Highway to the intersection of that line with the Tallebudgera Creek Road; then by a straight line to a point on the Queensland-New South Wales border situated 6 kilometres in a direct line from the sea-coast at its nearest point; then by that border to its junction with the sea-coast; then by the sea-coast to the point of commencement.

e "Near North Coast Area" - The area containing those portions of the Shires of Noosa, Maroochy, Caloundra and Caboolture east of 153 degrees east longitude but excluding the area defined as the Sunshine Coast Area.

f "Sunshine Coast Area" - The area within the following boundaries:

g That portion of the Shires of Noosa and Maroochydore East of 153 degrees east longitude, south of 26 degrees 23 minutes south latitude and north of 26 degrees 41 minutes south latitude and that portion of the Shires of Maroochydore and Caloundra east of 153 degrees 10 minutes east longitude, south of 26 degrees 41 minutes south latitude and north of 26 degrees 51 minutes south latitude.

h "Tourist and/or Seaside Resorts" - That part only of the town of Hervey Bay (encompassing Point Vernon, Pialba, Scarness, Torquay and Urangan), Rainbow Beach, Tin Can Bay, Burrum Heads, Woodgate, Elliott Heads, Bargara, Moore Park, Keppel Sands, Emu Park and Yeppoon, and the islands off the sea-coast of Queensland being part of the State of Queensland.

i "Brisbane and near Metropolitan Area" - CABOOLTURE SHIRE commencing at the mouth of the Caboolture River, upstream by that river to the Bruce Highway, by that road to; then west along Lower King Street (D'Aguilar Highway) north by Mewett Street, and east by Lee Street to the Eastern boundary of the Caboolture High School; by that boundary northerly then westerly by the northern boundary of the High School to Ferris Street; by that road north to Lagoon Creek; upstream by that creek to the western boundary of portion 109 Parish of Canning; by that boundary north to Jensons Road; by that road westerly then south-westerly by Pumicestone Road to the southeast corner of subdivision 7 of portion 121; by the south-western boundary (of that subdivision and subdivision 13 of portion 121), north-westerly to the North Coast Railway; by that railway northerly to the northern boundary of Reserve R710 (Caboolture Memorial Park, Recreation and Showground Reserve); by that boundary and the northern boundary of portion 172 westerly to Smiths Road: by that Road southerly to, then westerly by the D'Aguilar Highway and southerly by Lesley Avenue to the north-western corner of portion 69; south-west by the north-western boundary of that portion and its extension by line of sight to Wararba Creek, downstream by that creek then upstream by the Caboolture River to F. Lindsay's Road, (which forms the western boundary of portion 4, and passes through portions 5A and 6A, Parish of Caboolture; by that road southerly to Moorina Road (eastern) of boundary of portion 3A); by that road southerly to Mountain View Road (Southern boundary of portion 3A.
and passes through portions 7A and 98); by that road westerly crossing the PINE RIVERS SHIRE boundary; continuing by that road to Ocean View Road; by that road south-westerly to the southern boundary of portion 21V; by that boundary westerly to Terror's Creek; by that creek southerly to Sellin Road; by that road south-west to Lacey's Creek Road; by that road westerly to the North Pine River; downstream by that river to Lake Samsonvale; southerly by the middle of that lake to the southern bank of the lake opposite Pinedale Road; generally southerly by that road to, then westerly by, Ira Buckby Road; south-easterly by Clear Mountain Road and, southerly by Eatons Crossing Road (Strathpine-Samford Road) to Cedar Creek; downstream by that creek to the South Pine River; upstream by that river to the western boundary of PINE RIVERS SHIRE; by that boundary southerly and easterly to the western boundary of the CITY OF BRISBANE; generally southerly by that boundary to the eastern branch of Cabbage Tree Creek (into MORETON SHIRE) downstream by that creek then by the south-eastern shore of Lake Manchester; again by Cabbage Tree Creek and the Brisbane River to Coal Creek; upstream by that creek to Riverside-Pine-Mountain Road; north-westerly by that road to Sherlock's Road; by that road westerly then south-westerly to Pine Mountain Road; by that road generally north-westerly to the southern boundary of portion 491 Parish of Brassall; by that boundary westerly to and then along the south-eastern boundary of portions 253 and 254 to the Brisbane Valley Highway; by that road southerly to the point of intersection of the line of sight from Munition Dump Road; southerly by that line of sight and Munition Dump Road, then by line of sight from the end of Munition Dump Road across the Warrego Highway to the Bremer River; downstream by that river to the IPSWICH CITY Boundary; by that boundary generally southerly and easterly to Purga Creek; upstream by that creek to the Cunningham Highway; easterly by that road then by Poulsen's Road, Binnie's Road and Ripley Road to a road forming the western and north-western boundary of portion 181 parish of Ipswich; by that road northerly to Bundamba Creek; downstream by that creek to the IPSWICH CITY Boundary; northerly then generally easterly by that boundary to Greenwood Village Road; by that road south; then east by Johnstone Street; south by Six Mile Creek; east by Hallett's Road to the eastern branch of Six Mile Creek; upstream by that creek to the south-eastern boundary of portion 117 Parish of Bundamba; by that boundary north-east to a road forming the southern boundary of portions 164 and 168A; by that road east to Woongaroo Creek; downstream by that creek to the northern boundary of portions 42 and 12 Parish of Stapylton; by the boundary east to the Goodna-Oxley Creek Road (Old Logan Road); by that road south-east to the LOGAN CITY Boundary; by that boundary southerly (continuation of that road) to Oxley Creek; upstream by that creek (into BEAUDESERT SHIRE) to a road forming the southern boundary of portion 429 Parish of Perry; by that road easterly to the Logan River - Greenbank Road; south-east by that road to, then southerly by the Mount Lindsay Highway to the Logan River; downstream by that river, then upstream by Ooah Creek to the southern boundary of portion 147, Parish of Boyd; by that boundary east to the ALBERT SHIRE boundary; by that boundary generally southwards to the Albert River; downstream by that river to the Logan River then southward from the Logan River, but North of the 28th degree of south latitude and east of the Brisbane - Sydney railway line and extending to the Coast (but excluding the existing Gold Coast Area) and the Brisbane and near Metropolitan Area (as defined) boundary; then continues generally northerly to the point of commencement, while encompassing the Moreton Bay Islands of REDLAND SHIRE AND BRISBANE CITY.

"The Woolloongabba Central Business District" - The areas within the following boundaries: Commencing at the junction of Wellington Road and Stanley Street; then along Stanley Street to Annerley Road; then along Annerley Road to Catherine Street;
then along Catherine Street to Merton Street; then along Merton Street to Hawthorne Street; then along Hawthorne Street to Ipswich Road; then along Ipswich Road to Balaclava Street; then along Balaclava Street to Wellington Road; then along Wellington Road to its junction with Stanley Street:

Provided that any premises facing onto any of the named streets shall be deemed to be within the defined area.

k  "The Cairns Tourist Area" - The area within the following boundaries:

l  Commencing at a line due west from the seacoast to the junction of Jensen and Montrose Streets, then a line due south to the junction of Henley and De Jarlais Street, then a line due east to Trinity Inlet; and commencing from the junction of Stanton Road and Upper Stanton Road; then a line due south to the Kennedy Highway, then east along the Kennedy Highway to the junction with the Captain Cook Highway then north along the Captain Cook Highway to the point of commencement.

m  "Southern Division" - That is the area throughout all that part of the State of Queensland south of a line commencing at a point on the western boundary of the State of Queensland on the 25th parallel of south latitude; then due east to the 151st degree of east longitude; thence north to a point 24 degrees 30 minutes south latitude; then east to the seaboard of the State of Queensland and including the islands adjacent to the Coast from that point south.

n  "Central Division" - Commencing at the sea coast at 24 degrees 30 minutes of south latitude, then by that parallel of latitude bearing true west to 151 degrees of each longitude; then by that degree of longitude bearing true south to 25 degrees of south latitude; then by that parallel of latitude bearing true west to the western border of the State; then by the western border of the State bearing true north to 22 degrees 30 minutes of south latitude; then by that parallel of latitude bearing true east to 147 degrees of east longitude; then by that degree of longitude bearing true north to 22 degrees of south latitude; then by that parallel of latitude bearing true east to the sea-coast; then by the sea-coast southerly to the point of commencement and including the islands adjacent to the Coast within that area.

o  "Northern Division" - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State, including all the islands north of the 21st parallel of south latitude which are within the State of Queensland.

p  "Mackay Division" - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement and including all islands situated between the 21st and 22nd parallels of south latitude and within the State of Queensland.

S16.1.4 Parties bound

This Schedule is legally binding on the employers and employees as prescribed in clause S16.1.1 of this Schedule and any Union eligible to represent those employees.
S16.2 Part 2 - Employer and employees' duties, employment relationship and related arrangements

S16.2.1 Contract of employment

a Engagement of employees - clerks only

b At the point of engagement of each employee, the employer shall specify whether the engagement is on a weekly, part-time or casual basis.

c Part-time employees (as defined)

d Employees may be engaged as part-time workers as auxiliary to the present staff of full-time employees subject to the following conditions:

i Part-time employees shall receive a minimum payment of 3 hours per day.

ii Each Part-time Employee shall be worked in accordance with a roster showing the employee's commencing and ceasing time on each day of each week, and such roster shall be posted in a conspicuous place. A week's notice of any change in an employee's place in the roster shall be given and a new roster substituted. The roster and any change shall be available for inspection by officials of the Union party to this Schedule:

Provided that the ordinary working hours of part-time employees may be altered without 7 days' notice by mutual agreement between the employer and the employee, and/or in the case of emergency and/or special circumstances.

Notwithstanding the foregoing an employee's commencing and ceasing time on any day may be altered (without reducing the number of hours an employee is rostered to be worked on that day) by not less than 24 hours' notice in order to satisfy emergent circumstances arising from the exigencies of the employers business. In such circumstances an individual employee shall not be required to change commencing or ceasing times on any day the effect of which would increase the number of hours the employee is rostered to be worked on that day, when the employee is not available to work such extra hours.

iii The hourly rate of wages for part-time employees shall be calculated by dividing the appropriate weekly wage by 38.

- In no case shall the payment be for less than 24 hours per fortnight and not more than 64 hours per fortnight or 32 hours per week.

- Provided those part-time employees, engaged as such as at 30 November 1988, shall not be compelled to work less than 40 hours per fortnight unless expressly agreed otherwise.

- Those part-time employees engaged as such as at 3 December 1990 shall not be compelled to work less than 30 hours per fortnight unless expressly agreed otherwise, but in no instance shall an employee work less than 24 hours in the fortnight.

iv Part-time employees shall be entitled to pro rata holiday pay, sick leave, long service leave and all holidays as mentioned in Part 7 of the Schedule.

e Casual employees (as defined)

i The ordinary hourly rate of wages for casual employees on Monday to Saturdays shall be calculated by dividing the appropriate weekly wage by 38, plus a loading of 23%.
Casual employees shall receive a minimum payment of 3 hours for any day:

Provided that casual employees may be engaged for a minimum of 2 hours per week in the first 2 weeks of employment for the purposes of training.

S16.3 Part 3 - Wages and wage related matters

S16.3.1 Classification Structures

a Shop assistants classification structure

i "Shop Assistant" (92.14%) means - an employee engaged in the reception, sale, or delivery by hand of any goods for sale by retail and/or for hire, wherever employed, and shall include all managers, heads of departments and section heads, salespersons, floor walkers, floor superintendents, floor supervisors, cash order and/or time-payment collectors, travellers, wireless salespersons, electrical goods and/or appliances salespersons, hearing aid appliances salespersons, carter salespersons, produce salespersons, window dressers, ticket writers, order collectors, mail order assistants, storepersons, packers, porters, linoleum and carpet layers and cutters, rubber mat and rubber floor covering layers and cutters and all other floor covering cutters and layers demonstrators, footwear repair receivers, dry-cleaning receivers in retail stores, message juniors who are not covered by any other Schedule, all persons employed or engaged in selling, demonstrating or canvassing for or taking orders for goods for sale by retail and/or for hire or in any duties in taking orders for goods for sale by retail and/or for hire or in any duties in any way incidental thereto, employees engaged as dusters in furniture, crockery or hardware shops, all employees in or connected with the pattern department in any shop or shops automobile and/or farm implements, spare-parts and/or accessories salespersons, storepersons in retail bulk stores, all employees in florists' shops not covered by any other Schedule, and cosmetic and/or beauty aid consultants and persons employed for special occasions, e.g. Santa Claus'.

ii "First Level Supervisor" (94.5%) means - an employee who is appointed by the employer to be, or is, responsible for a defined or designated area of a shop. Such employee may work alone, or directly supervise other employees, in the defined or designated area.

iii "Second Level Supervisor/Shop Manager" (100%) means - an employee who is appointed by the employer to be, or is, in charge of a number of defined or designated areas of a shop, or to be, or is, in charge of a shop.

b Ancillary employees classification structure

i Classification 1 (100%) - Employees engaged as qualified cooks in a restaurant or cafeteria in a retail department or chain store or staff canteen in premises operated by a retail store.

ii Classification 2 (94.5%) - Employees in a restaurant or cafeteria in a retail department or chain store or a staff canteen in premises operated by a retail store, engaged substantially in cooking and/or preparing food, but not including an employee cooking eggs, fish and chips, hamburger and the like, making toast, teas, soup, or similar drinks.

iii Classification 3 (92.14%) - All other employees engaged in a restaurant or cafeteria in a retail department or chain store, or staff canteen in premises operated by a retail store, employees engaged in a photographic section of a retail store, employees carrying out watching/gatekeeping/cleaning duties who also perform
general maintenance duties, employees working as night or intermediate cleaners.

iv Classification 4 (88%) - All employees in motoring services and car park operations of retail stores, lift attendants, employees carrying out watching and/or gatekeeping duties and day cleaners.

c Clerks Classification Structure

i "Clerk" includes any person employed either exclusively or principally in the pursuit or vocation of writing, engrossing, typing or calculating, whether by ordinary means or by means of any process calculated to achieve a like result, and/or in invoicing, billing, charging, checking, or otherwise dealing with records, writings, correspondence, books and accounts.

The term "clerk" also includes any person engaged exclusively or principally in attending to telephone switchboards, receiving and answering calls, and manipulating any apparatus to enable people to converse, as well as manipulating any keyboard or other apparatus to facilitate communication, or in any other clerical capacity whatsoever, but does not include persons engaged solely in collecting money out of doors. "Clerk" also includes clerks in head offices of retail companies.

ii "Classification Criteria" are guidelines to determine the appropriate classification level under this Schedule and consist of characteristics and typical duties/skills.

- The characteristics are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

- The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

- The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work the employee performs within the parameters of the characteristics and not the duties the employee performs per se. It will be noted that some typical indicative duties/skills appear at only one level, whereas others appear in more than one level with little apparent differentiation. However, when assigning a classification to an employee, or when reclassifying an employee, this needs to be done by reference to the specific characteristics of the level. For example, whilst shorthand is first specifically mentioned in Level 2 (100 wpm) in terms of typical duties/skills, it does not mean that as soon as an employee performs any shorthand that they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of initiative, responsibility/accountability, skill and competency envisaged by the characteristics.

- Level 1 in this structure is to be viewed as the level at which employees learn and gain competency in the basic clerical skills required by the employer, which
in many cases, would lead to progress through the classification structure as their competency and skills are increased and utilised.

- Classification criteria - In the event that there is a claim for reclassification by an employee to a higher level under this structure on the ground that the employee's duties and responsibilities are reflected within the classification criteria for that level, the grievance and dispute settling procedure (clause 3.1) shall be followed.

d Classification Levels - All adult employees shall be classified in one of the following levels:

i LEVEL 1 Range = 88%-94%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

- Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

- Typical duties/skills

Indicative typical duties and skills of this level may include:

Directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors, e.g. reception, switchboard.

Telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard.

Maintenance of basic manual and/or computerised records.

Filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.

Handling, recording or distributing mail including messenger service.

Simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc.) within clearly established parameters.

Copy typing and audio typing. The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimile and telex machines, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate
communications, paging systems, telephone/intercom systems, telephone answering machines.

The basic use of keyboard operated equipment including typewriters/computers, word processing, micro personal computers and attached printers.

ii  Level 2 Range = 96%-100%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

- Characteristics

  This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

  Employees at this level are responsible and accountable for their own work, with checking relating to overall progress. In some situations, detailed instructions may be necessary. Employees are required to exercise judgment and initiative within a broad range of their skills and knowledge.

  The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

- Typical Duties/Skills

  Indicative typical duties and skills at this level may include:

  Responding to enquiries, where presentation and the use of interpersonal skills together with the acquisition of sound knowledge of the organisation's operations and services are a key aspect of the position, e.g. reception/switchboard.

  Specialised operations of computerised radio/telephone equipment, micro personal computer and typewriter.

  Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents.

  Stenographer person solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.

  Copy typing and audio typing at 65 words per minute at 98% accuracy.

  Maintenance of records and/or journals including initial processing and recording relating to the following:

  - reconciliation of accounts balance
  - incoming/outgoing cheques
  - invoices
  - debit/credit items
  - payroll data
  - petty cash imprest system

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letters etc.

- Secretarial - performing a broad range of clerical functions within this level. Computer applications involving clerical skills at this level, which may include one or more of the following functions:
  - create a data base/files/records
  - spreadsheet/worksheet
  - graphics
  - accounting/payroll file following standard procedures and using existing models/fields of information.

iii LEVEL 3  Range = 107%-110%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

- Characteristics
  Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.
  Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgment are required in carrying out assigned duties.
  Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

- Typical Duties/Skills
  Indicative typical duties and skills in this level may include:
  - Prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc., at a higher level than at Level 2.
  - Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.

- Secretarial - performing a broad range of clerical functions at a higher level than at Level 2.
  - Apply computer software packages utilising clerical skills at a higher level than at Level 2.

iv LEVEL 4  Range = 112%-115%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

- Characteristics
  Employees at this level will have achieved a level of organisation or industry
specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1 - 3 by personal instruction and demonstration.

• Typical Duties/Skills

Indicative typical duties and skills in this level may include:

Secretarial/Executive Services - performing a broad range of clerical functions at a level higher than at Level 3, which may include the following:

Maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.

Responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance.

Advise on/provide information on one or more of the following:

1. employment conditions;
2. workers compensation procedures and regulations;
3. superannuation entitlements, procedures and regulations.

Apply computer software packages utilising clerical skills at a level higher than at Level 3.

LEVEL 5 Range = 122%-123%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

• Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for
performance as well as work related matters.
They would also be able to train and supervise employees in lower levels by
means of personal instruction and demonstration. They often exercise
initiative, discretion and judgement in the performance of their duties.
The possession of relevant post secondary qualifications may be appropriate
but not essential.

- Typical Duties/Skills

Indicative typical duties and skills in this level may include:

Operates and is responsible for a complex and diverse payroll system.

Apply detailed knowledge of organisation's objectives, performance, projected
areas of growth, product trends and general industry conditions for the
purposes of assisting in developing policy or new products and services to meet
changing market needs or other circumstances.

Application of computer software packages including evaluating and
determining optimum software solutions or the integration of complex word
processing/data/graphics text.

Prepare internal reports for management in any or all of the following areas:
1. account/financial
2. staffing
3. legislative requirements
4. other significant company activities/operations.

Finalise quotations or costings by applying a detailed knowledge of variable
inputs, margins, market conditions, supply and delivery arrangements.

Executive Secretary/Executive Assistant who performs a broad range of
executive support functions with minimal direction or supervision.

S16.3.2 Wages

The minimum wage rates to be paid to employees covered by this Schedule are described
in Schedule 1 of this Agreement

S16.3.3 Allowances

a  Freezer disability allowance

Employees, whose primary function is the handling or loading of goods into or out of
freezer rooms (i.e. rooms with an inside temperature falling below 0 Degrees Celsius)
shall be paid a disability allowance of $11.00 per week in the case of weekly employees
and 29.15c per hour in the case of casual and part-time employees:

Provided that employees who are not normally employed in the handling or loading of
goods into or out of freezer rooms but are instructed by their employer to carry out
such functions shall be paid a disability allowance at the hourly rate applicable to
casual and part-time employees whilst so employed.

b  First aid

A weekly employee appointed and whilst engaged to act as the first aid attendant shall
be paid $13.30 per week:
Provided that where weekly, part-time or casual employees are engaged as such for a period which is less than 38 hours in any one week, an amount of $2.66 per day shall be paid. These amounts shall be in addition to the prescribed rates of pay.

c  Meals or meal allowance during overtime

A weekly employee who is required to work overtime for a period in excess of one hour after the ceasing time of such employee's ordinary hours on any day shall be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than $9.60 as meal money.

A part-time or casual employee who works more than 4 ordinary hours on any day and who works in excess of 2 hours overtime on such day shall also be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than $9.60 as meal money:

Provided that employees may elect to forego the said 30 minute meal break in circumstances where overtime does not exceed 2 hours. If an employee so elects the employee shall also forego the sum of not less than $9.60 as meal money.

d  Locomotion

i All means of locomotion required by the employer for business purposes, shall be provided and maintained by the employer, or, in the alternative, where the employee is requested to supply their own locomotion, the employee shall be paid the following minimum allowance:

$17.40 per week for the use of a bicycle;

$48.49 per week for the use of a motorcycle/motor scooter;

$134.39 per week for the use of a motor car.

ii Where the actual distance travelled by the vehicle is in excess of 4,026km over a period of 3 calendar months, an allowance at the rate of 18c per kilometre shall be paid for the distance travelled in excess thereof in addition to the weekly rates prescribed herein:

Provided that where an employee is required to perform the major portion of each week in an area the minimum outline extremities of which shall be more than 8km apart, the employee shall be paid the amount of $10.37 per week in addition to the above rates. Such area shall not necessarily include the point of employment or headquarters from which the employee leaves to proceed to the area:

Provided further that the minimum weekly allowances prescribed in clause 3.2.4 shall be paid weekly or fortnightly in addition to the weekly wage prescribed by this Schedule and notwithstanding that the employee may be absent during annual leave or paid sick leave or on public holidays.

iii Notwithstanding the weekly rate prescribed for a car, the employee may make any other arrangement as to car or car allowances, not less favourable to the employee:

Provided that where an employee is required to use the employee's own car for a part of a week only, the employee shall be paid on a distance basis at the rate of 38c per kilometre.

e  Fares, travelling allowances and accommodation

When an employee is transferred from one branch shop to another branch shop the
employer shall pay first-class travelling fares. When an employee is sent by the employer outside the city area to do any work, the employer shall pay first-class travelling fares and accommodation. In addition the employer shall pay the employee at the rate of 50% of the employee's ordinary wage for all time spent by the employee in travelling outside the normal working hours.

f Extra rate for heavy weights

Employees engaged in carrying packages over 68kg in weight without the aid of mechanical contrivances or carrying goods over 51kg in weight on a plank or handling cement, lime and/or fertiliser in bulk shall be paid 64.85c per hour while so doing with a minimum payment of $1.2970:

Provided that where an employee is engaged in weighing up lime, cement, fertiliser, plumbago or handling creosote in broken quantities, such employee shall be paid $3.26 per day in addition to the ordinary rate.

g Wet work

Any employee who is required to work in an inspection pit where there is water underfoot to a depth exceeding 50mm so that the feet of the employee there will become wet shall be paid an extra 46.85c per hour for the actual time worked therein:

Provided that where the employer provides the employee with gum boots the allowance of 46.85c per hour shall not be paid.

h Cleaning lavatories

All employees called upon to clean earthen closets or urinals other than by merely hosing them shall be paid 45c per closet per service in addition to all other amounts due to them:

Provided that for the purposes of clause S16.3.2(h) every 3 or fraction of 3 urinals shall be considered the equivalent of one closet:

Provided further that employees called upon to clean closets connected with septic tanks or sewerage shall be paid $7.70 per week in addition to all other amounts due to them.

i Watchpersons and gatekeepers only

In addition to the wage prescribed by clause S16.3.2, watchpersons and/or gatekeepers shall be paid an allowance of 15% for ordinary afternoon and night shift work performed between the hours of 4.00 p.m. and 8.00 a.m. in the following day:

Provided that notwithstanding the normal casual loading, in the case of a casual employee, the shift allowance shall be calculated upon the relevant wage rate exclusive of the casual loading:

Provided further that these payments shall not apply to shift work performed on Saturday and Sunday where extra payments apply to continuous shift work.

j Window cleaning

i Any employee who is required to clean windows when it is necessary to go wholly outside the window or climb around an outside column to do such cleaning shall, if such cleaning or climbing is at a height of more than 3 metres from the ground or verandah be paid 39c extra for each such window unless the outside window or column ledge is more than 50 centimetres wide:

Provided that nothing in clause S16.3.3(j) shall apply to cleaning from a ladder
resting on the ground.

ii Where cleaning is done from a ladder, and any portion of the window to be cleaned exceeds in height 7.5 metres from the ground, the employee shall be paid 39c per window extra for each window so cleaned:

Provided that when an efficient safety device is provided clause S16.3.3(j) shall not apply.

k Clerks only - higher duties payment

An employee who is called upon to perform work at a level above their current classified level for a period of more than 2 days, shall be paid at the minimum Schedule rate prescribed for that higher level for the whole period involved on such higher level duties.

S16.4 Part 4 - Hours of work, breaks, overtime, shift work weekend work

S16.4.1 Hours of work

a Weekly Hours - All establishment

In all establishments each full-time weekly employee shall be worked so that the maximum number of hours that shall constitute an ordinary week’s work shall not exceed on average 38 per week and may be worked in any one of the following forms:

i 38 hours in one week;

ii 76 hours in 2 consecutive weeks;

iii 114 hours in 3 consecutive weeks;

iv 152 hours in 4 consecutive weeks;

and except as hereafter provided shall be worked on not more than 5 days in the week or on 6 days in one week if in the following week the employee is rostered to work ordinary hours on not more than 4 days. Employees working on 6 consecutive days shall be allowed 2 consecutive days off:

Provided those hours shall be worked within the range of prescribed ordinary hours on one of the following bases at the discretion of the employer:

- not more than 19 days in each 4 week cycle with either fixed or rotating day off:
  
  Provided that by mutual agreement between the employer and employee opportunity will exist for an accumulating day off in a 4 week work cycle, with a maximum of 5 days being accumulated in 5 cycles;

- a shorter working day of not more than 4 continuous hours work in ordinary time on one day in each 2 week work cycle;

- a shorter working day of not more than 6 continuous hours in ordinary time on one day in each week; or

- a shorter working day of not more than 7.6 hours work in ordinary time:
  
  1. in a shop employing on a regular basis 9 or less employees per week (other than bona fide partners);

  2. by mutual agreement with an employee:

  Provided that broken shifts shall not be worked:
Provided further that when a short day is to be worked in accordance with clause S16.4.1(a)(iv), the 4 hour ordinary work period shall either conclude by 12.30 p.m. or not commence until 12 noon unless there is express and mutual agreement between employer and individual employee to do otherwise.

An employee's ordinary daily working hours according to the employee's roster shall be worked continuously, except for the meal break:

S16.4.2 Meal break

a. An employee's ordinary daily working hours according to the employee's roster shall be worked continuously, except for the meal break (other than a clerk who is a shift worker). No employees shall be required to take more than one hour or less than 45 minutes in one continuous period for each meal break:

Provided that where the express agreement of the employee is obtained the midday meal break may be less than 45 minutes but not less than 30 minutes.

b. The time for the midday meal break shall be between the hours of 11.00 a.m. and 3.00 p.m. An employee's meal break shall be a regular set period each day of the week and shall not be changed except upon 7 days' prior notice in writing:

Provided that if an employee's working day commences before noon an employee shall work 3 hours before receiving a break:

c. Weekly employees required to work more than 8 and one-half hours as part of their ordinary working hours and part-time employees required to work overtime in excess of 30 minutes shall have a meal break of not less than 30 minutes nor more than 45 minutes if such ordinary working hours or overtime hours (as the case may be) are to continue beyond 6.45 p.m. In such circumstances the meal break shall be allowed between 4.30 p.m. and 6.45 p.m.

No employee shall be required to work longer than 5 hours without a meal break.

S16.4.3 Rest pauses

a. All employees

Weekly, part-time and casual employees who work a minimum of 4 consecutive ordinary hours, but less than 7.6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes’ duration in the first half and second half of the period worked.

b. Rest pauses shall be taken in the employer’s time.

c. Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.

S16.5 Part 5 - Leave of absence and public holidays

S16.5.1 Annual leave

a. Every employee (other than a casual employee) covered by this Schedule shall at the end of each year of the employee's employment be entitled to annual leave on full pay of 4 weeks.

b. Rostered days off arising from the implementation of the 38 hour week
An employee shall not derive any additional benefit for rostered days off falling within a period of annual leave.

Further an employee is only entitled to a maximum of 12 rostered days off in any 12 month period of employment except in the employees first year with an employer when annual leave is not taken for one year (52 weeks). In these circumstances a maximum of 13 rostered days off may accrue in the 12 month period.

c  Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause S16.5.1(g) shall be paid for by the employer in advance:

i  In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Schedule at the excess rate; and

ii  In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Schedule.

d  If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause S16.5.1(g), for 4 weeks and also the employee's ordinary hours pay for any public holiday occurring during such period of 4 weeks.

e  If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of the employee's pay for the period of the employee's employment, calculated in accordance with clause S16.5.1(g).

f  If any holidays mentioned in clause S16.5.2 of the Schedule shall occur during such annual leave then the period of annual leave shall be extended by one day for each holiday so occurring except when such holiday is observed on the weekly half holiday in which case the period of annual leave shall be extended by one-half day.

g  Calculation of annual leave pay

In respect to annual leave entitlements to which clause S16.5.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

i  All employees - Subject to the provisions of clause S16.5.1(g)(ii), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

•  the employee's ordinary wage rate as prescribed by the Schedule for the period of the annual leave;

•  a further amount calculated at the rate of 17.5% of the amounts referred to in clause S16.5.1(g)(i).

ii  The provisions of clause S16.5.1(g)(i) shall not apply to the following:

•  any period or periods of annual leave exceeding 4 weeks;

•  employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.
S16.5.2 Public holidays

a All employees will be entitled to a day off, without deduction of pay, where the employee would ordinarily be rostered to work one of the following public holidays and is not required to perform any duties on that public holiday:

- 1st January;
- 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25th April (Anzac Day);
- Labour Day;
- Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; and
- Exhibition Day or the appropriate regional show day;

any additional days gazetted as public holidays, which have not already been listed above; and

any ordinary working day, agreed between the employer and the employee to be treated as show holiday in a district in which a holiday is not appointed.

b Any employee who works on a public holiday will be paid for a minimum period of 4 hours.

c All full-time and part-time employees will be paid 250% of the part-time hourly rate for all hours worked on a public holiday. All casual employees will be paid 250% of the casual rate for all time worked on a public holiday. There will not be any extra loadings paid for hours worked on a public holiday.

d If there is a substituted day gazetted or proclaimed for a particular public holiday, the following will apply:

i If an employee is ordinarily rostered to work on the actual public holiday and the substituted day, then that employee shall elect which day is to be their public holiday and receive the standard public holiday benefits for that day. The other day shall then be worked as a normal rostered day, without payment of any additional loadings unless the actual public holiday is 25 December. In this case an employee will be entitled to receive a loading of one-half of an ordinary day's wages for working on that day.

ii An employee who is rostered to work the substituted day and not the actual public holiday will receive public holiday loadings for work done on the substituted day. In this case, the employee will not receive any additional pay in relation to the actual public holiday.

iii An employee who is required to work on either the actual public holiday or substituted day shall observe the day on which the employee is rostered to work as the public holiday.

e A full-time employee whose non-working day falls on a public holiday shall receive, by mutual agreement either:

i an additional day's wages; or

ii an additional day's annual leave; or

iii another day off with pay within 28 days after the holiday falls or during the week prior to the holiday; or
iv an additional day’s wages if the employer and the employee are unable to reach agreement on one of the above three options:

Provided that, a part-time employee will also be entitled to the benefits of clause S16.5.2(e) if the public holiday falls on a day on which the employee works on any week of their roster cycle:

Provided further that no employee who is regularly rostered to work Monday to Friday shall receive the benefit of a public holiday which falls on a Saturday or a Sunday unless substitution occurs, in which case the employee shall receive the benefit of the substituted day.

f A part-time employee whose normal roster includes a public holiday shall either be paid for the ordinary hours that would ordinarily have been worked on that day, or shall receive the appropriate public holiday rate for all work done on that day.

g If a full-time or part-time employee:

i is stood down by an employer during December;

ii is re-employed by the employer before the end of the next January; and

iii was employed by the employer for a continuous period of at least 2 weeks immediately before being stood down, then the employer must pay the employee at the ordinary rate payable to the employee immediately before the stand down for the Christmas Day, Boxing Day and New Year’s Day public holidays between the stand down and the re-employment.

“Stand down” in clause S16.5.2 includes dismissal.

S16.5.3 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-Schedule payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.
**S16.6  Part 6 - Training and related matters**

**S16.6.1 Commitment to training and careers**

a  The parties acknowledge that varying degrees of training are provided to employees in the retail industry, both via internal, on-the-job and through external training providers.

b  The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

c  It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the retail industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

d  The parties agree to continue discussions on issues raised by the relevant Union relating to training.

e  The parties are committed to encouraging young people to view the retail industry as one which has the capacity to provide them with an interesting career as they progress not only through junior ranks but also as adults.

**S16.6.2 Traineeship wages and conditions**

a  Objectives and application

   i  The objective of clause S16.6.2 is to implement a system of remuneration to support a system of Traineeships that are recognised as Approved Training Schemes. These Traineeships may be undertaken on either a full-time, part-time or school based arrangement under a Training Agreement.

   ii  Clause S16.6.2 shall apply only to Trainees who are registered under a Training Agreement approved by the State Training Council.

b  Definitions

   i  "Act" means the Vocational Education, Training and Employment Act 2000 (Queensland), or any successor legislation.

   ii  "Approved Training Scheme" bears the meaning contained in section 68 of the Act.

   iii  "Australian Qualifications Framework (AQF)" means a national system of recognition for the issue of vocational credentials.

   iv  "Course of Instruction" means the training programs and/or training packages approved from time to time by the State Training Council or its successor including the minimum training requirements.

   v  "Employer" bears the meaning given to that term in the Act.

   vi  "Part-Time Trainee" means a Trainee who undertakes a Traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the course of instruction at the same or lesser training time than a full-time Trainee. In addition, a part-time Trainee shall have reasonably predictable hours of work, and shall be rostered to work on a regular and continuous basis.

   vii  "State Training Council" shall include the powers and responsibilities as identified in the Act. It shall also include any powers and responsibilities given in terms of successor legislation.

   viii  "Trainee" means an employee who is bound by a Traineeship Agreement made in
accordance with clause S16.6.2.

ix "Traineeship" means a system of training that has been approved by the State Training Council.

x "Traineeship hours" shall mean the hours that a school based Trainee undertakes ordinary hours of work on the job, including on-the-job training.

xi "Training Agreement" bears the meaning contained in the Act.

xii "Training Record" bears the meaning contained in section 93 of the Act.

c Training conditions

i The Trainee shall attend a course of instruction in accordance with the provisions of the Act and the delivery arrangements approved by the State Training Council. The employer shall ensure that the Trainee is permitted to attend the course of instruction provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.

ii A Traineeship shall not commence until the relevant Traineeship Agreement has been signed by the employer and the Trainee and lodged for registration with the State Training Council.

iii The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the Traineeship period.

iv The employer agrees that officers of the State Training Council will monitor the overall training program and that the training record may be utilised as part of this monitoring process.

v Completion of the Approved Training Scheme shall be based on the successful achievement of competencies and associated minimum training requirements within the course of instruction that may be specified within the Training Record.

d Employment Conditions

i General

• A Trainee may be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to 30 calendar days. By agreement in writing, and with the consent of the State Training Council, the relevant employer and the Trainee may vary the duration of the Traineeship.

• The Trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.

• Where the employment of a Trainee by an employer is continued after the completion of the Traineeship period, such Traineeship period shall be counted as service for the purposes of this Schedule or any other legislative entitlements.

• The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training program is successfully completed.

• No Trainee shall work overtime or shift work on their own unless consistent with the provisions of this Schedule.
• No Trainee shall work shift work unless the parties to the Traineeship agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less that the amount of training required for non-shift work Trainees.

• The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Schedule, unless this Schedule makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.

• All other terms and conditions of this Schedule that are applicable to the Trainee or would be applicable to the trainee but for clause S16.6.2 shall apply unless specifically amended by clause S16.6.2(d).

• A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the Traineeship shall not be entitled to any termination, change or redundancy payment or any such like payment.

• Traineeship arrangements consist of a series of Certificate outcomes from AQF Levels 1 to Diploma. Each certificate outcome may be regarded as a separate traineeship. Parties may negotiate on the undertaking of higher level training on the completion of each certificate level or alternatively be contracted for a number of certificate outcomes under a single Training Agreement.

• A traineeship shall not provide any guarantee of continued employment on completion of the traineeship. Continued employment after completion of the traineeship shall be at the discretion of the employer, unless the trainee had tenure of employment with the employer immediately prior to commencing the traineeship then the trainee shall revert to, as a minimum, employment of equal status.

ii Part-time Trainees

• Trainees may be engaged on part-time arrangements with the consent of the State Training Council and be remunerated on a part-time basis in accordance with the provisions of clause S16.6.2.

• Notwithstanding the provisions of this Schedule, the ordinary hours of work including on and off-the-job training for a part-time Trainee shall not be less than 15 hours per week averaged over the duration of the training agreement.

• A Trainee may be engaged on a part-time basis until such time as the Trainee attains the minimum training requirements within the course of instruction.

• A part-time Trainee shall be subject to a probationary period that shall expire after 30 calendar days or 152 hours of workplace employment whichever is longer. During the probationary period, employment may be terminated by either party in accordance with the provisions of the Act.

• All other terms and conditions of employment shall be determined by this Schedule including overtime, annual leave, sick leave and other relevant entitlements.

• Nothing within clause S16.6.2 will prevent the employer and part-time Trainee from progressing the Traineeship to a full-time basis.
e  Traineeships

i  Traineeships Level 1 and Level 2

The wages payable to Trainees shall be based on the full-time rates provided below. These rates shall apply to Trainees who are undertaking a course of instruction that will lead to an AQF(2) outcome.

<table>
<thead>
<tr>
<th>Highest Year of Schooling Completed</th>
<th>School Leaver</th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$199.00(50%)*</td>
<td>$248.00(33%)*</td>
<td>$325.00</td>
</tr>
<tr>
<td>plus 1 year out of school</td>
<td></td>
<td>$233.00(33%)</td>
<td>$281.00(23%)</td>
<td>$325.00</td>
</tr>
<tr>
<td>plus 2 years</td>
<td></td>
<td>$281.00</td>
<td>$325.00</td>
<td>$374.00</td>
</tr>
<tr>
<td>plus 3 years</td>
<td></td>
<td>$325.00</td>
<td>$374.00</td>
<td>$448.00</td>
</tr>
<tr>
<td>plus 4 years</td>
<td></td>
<td>$374.00</td>
<td>$440.00</td>
<td>$503.00</td>
</tr>
<tr>
<td>plus 5 years or more</td>
<td></td>
<td>$440.00</td>
<td>$503.00</td>
<td>$503.00</td>
</tr>
</tbody>
</table>

ii  Traineeships Level 3

The wage payable to trainees shall be based on the full-time rates below. These rates shall apply to Trainees who are undertaking a course of instruction that will lead to an AQF(3) outcome.

<table>
<thead>
<tr>
<th>Highest Year of Schooling Completed</th>
<th>School Leaver</th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$199.00(50%)</td>
<td>$248.00(33%)</td>
<td>$335.00</td>
</tr>
<tr>
<td>plus 1 year out of school</td>
<td></td>
<td>$233.00(33%)</td>
<td>$281.00(23%)</td>
<td>$335.00</td>
</tr>
<tr>
<td>plus 2 years</td>
<td></td>
<td>$278.00</td>
<td>$335.00</td>
<td>$389.00</td>
</tr>
<tr>
<td>plus 3 years</td>
<td></td>
<td>$335.00</td>
<td>$389.00</td>
<td>$454.00</td>
</tr>
<tr>
<td>plus 4 years</td>
<td></td>
<td>$389.00</td>
<td>$454.00</td>
<td>$521.00</td>
</tr>
<tr>
<td>plus 5 years or more</td>
<td></td>
<td>$454.00</td>
<td>$521.00</td>
<td>$521.00</td>
</tr>
</tbody>
</table>
iii Advanced Traineeships Levels 4 and 5

The expected outcome of successfully completing either the Advanced Traineeship Levels 4 or 5 is that the trainees will progress to the levels of First Level Supervisor or Second Level Supervisor respectively.

The progression points and pay rates for Trainees undertaking Traineeships at Level 4 and Level 5 levels shall be based on the full-time senior rates and will progress as indicated in the table as follows:

<table>
<thead>
<tr>
<th>Traineeship Level 4</th>
<th>Traineeship Level 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencing at AQF 3 Level</td>
<td>Commencing at First Level Supervisor</td>
</tr>
</tbody>
</table>

Those Trainees who successfully complete the Approved Training Scheme shall receive the appropriate junior or adult rate of pay under the Schedule or remain on the pay level prescribed within this clause whichever is the higher until a subsequent increment becomes due.

iv Part-time trainees

- Payments for part-time Trainees shall be based on an hourly rate in accordance with the provisions of clause S16.6.2(e)(i). The Schedule shall form the basis of wage calculation in respect of annual leave, overtime, sick leave and public holidays and shall apply on a pro rata basis.

- The hourly rate for a full-time Trainee shall form the basis for wage calculations for part-time trainees.

v Assessment and review

Any dispute or grievance arising from difficulties in translation, assessment, progression through the levels or the achievement of competence shall be addressed through the policy of the State Training Council in conjunction with the Wholesale, Retail and Personal Services Industry Training Advisory Board Inc. and the processes of the Act.

vi Special arrangements

- The wage rates contained in clause S16.6.2 are minimum rates and may be supplemented by enterprise bargaining or other similar initiatives

- Where an enterprise agreement provides for training wage rates and/or training arrangements that are superior to the wage rates and arrangements in clause S16.6.2, the enterprise agreement shall apply.

vii School Based Trainees

- For the purposes of the implementation of School Based Traineeships the following definitions shall apply:

  "Integrated Training Program" means the combination of industry training and school curriculum where the training program involves the obtaining of a nationally recognised qualification meeting a specified package of endorsed standards, within an Approved Training Scheme.

  "School based trainee" means a full-time student undertaking a Traineeship in
association with their school studies, i.e. a combination of secondary schooling, an integrated training program and employment with an employer as part of a stable employment relationship. Such an arrangement requires:

1. a Training Agreement signed by the employer and the trainee or their guardian;
2. an employment contract involving on-the-job training and productive work;
3. off-the-job training undertaken by a Registered Training Organisation which may be a school, TAFE or a private provider;
4. that the student/employee attends school, training and work as required under the course of instruction; and
5. as an outcome, the attainment of a senior secondary certificate and completion of or progress towards achieving a nationally recognised vocational education and training qualification.

- School based trainees shall be entitled to a base hourly rate and an additional loading of 23% on the base hourly rate in lieu of the following entitlements as provided in the Schedule:
  a. annual leave
  b. sick leave
  c. occupational superannuation

The base hourly rate reflects the hourly rate within the Training Wage Schedule - State 2003 for skill levels A and B as amended from time to time. For the purposes of wage arrangements under this agreement, a student is deemed to be in Year 10, Year 11 or Year 12 from the first of January of each year.

<table>
<thead>
<tr>
<th>Traineeships with AQF Levels 1, 2 and 3 outcomes.</th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Hourly Rate</td>
<td>$6.40</td>
<td>$6.40</td>
<td>$7.70</td>
</tr>
<tr>
<td>Loaded Hourly Rate</td>
<td>$7.90</td>
<td>$7.90</td>
<td>$9.50</td>
</tr>
</tbody>
</table>

Those trainees who successfully complete the Approved Training Scheme shall receive the appropriate junior or adult rate of pay under the Schedule or remain on the pay level prescribed within clause S16.6.2 whichever is the higher until a subsequent increment becomes due.

1. School based trainees shall be remunerated in accordance with the loaded hourly wage rates prescribed in clause S16.6.2(e)(i) and clause S16.6.2(e)(ii) for all time worked, including time spent undertaking on-the-job training.
2. Provided, that while a trainee is predominantly attending a Secondary School as a full-time student, the trainee shall not be entitled to wages or any other entitlements prescribed in this Schedule, for the time spent undertaking the off the job component of the traineeship while attending a
Secondary School and/or College of TAFE or other Registered Training Organisation.

3. Other than that prescribed in clause S16.6.2(e)(vii) a school based trainee shall receive on a pro rata basis all employment conditions applicable to a full-time or part-time trainee except where varied by the terms of clause S16.9.2.

4. Nothing within clause S16.6.2 will prevent the employer and school based trainee from progressing the traineeship to a full-time or part-time basis.

5. Upon completion of Secondary Schooling, where the trainee has not completed the Approved Training Scheme, the trainee shall be regarded as a full-time or part-time trainee and entitled to all entitlements otherwise provided for a full-time or part-time trainee in the retail industry.

S16.7 Part 7 - Occupational health and safety matters, equipment, tools and amenities

S16.7.1 Workplace health and safety matters

a Protective clothing

i Suitable waterproof clothing shall be made available to all employees required to work in the rain.

ii Suitable gloves and waterproof aprons shall be made available to employees required to handle frozen goods or clean freezer cabinets or dairy cases.

iii Suitable protective clothing shall be made available to employees required to enter a freezing room (i.e. a room in which the inside temperature falls below 0 degrees Celsius).

iv Clothing made available by the employer pursuant to clauses S16.7.1(a)(i), (ii) and (iii) shall be maintained by the employer at the employer’s expense in good repair and in a clean and hygienic condition, and shall remain the property of the employer.

b Limitation of weights

i Male employees over 18 years of age shall not be permitted or allowed to lift, carry or move by hand any object so heavy as to be likely to cause risk of injury.

ii The maximum weight in kilograms which any employee (other than a male employee over 18 years of age) may be permitted or allowed to lift, carry or move by hand shall be in accordance with the following table:

<table>
<thead>
<tr>
<th>Age</th>
<th>Males (Kgs)</th>
<th>Females Kgs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 16</td>
<td>14</td>
<td>9</td>
</tr>
<tr>
<td>16 to 18</td>
<td>18</td>
<td>11.5</td>
</tr>
<tr>
<td>Over 18</td>
<td>-</td>
<td>16</td>
</tr>
</tbody>
</table>

S16.7.3 Articles to be supplied

a White coats - In any grocery shop or grocery and/or provisions section of any shop where employees are ordered to wear white coats, such coats shall be provided and laundered at the expense of the employer, and shall remain the property of the employer:

Provided that where it is mutually agreed that the laundering shall be done by the
employee, a laundry allowance of $2.95 per week (or 60c per day in the case of casual or part-time employees) shall be paid.

b Uniforms - In any establishment where employees are ordered or required by the employer to wear any special uniform, dress or frock such special uniform, dress or frock shall be supplied and laundered free by the employer and shall remain the property of the employer:

Provided that where it is mutually agreed that the laundering shall be done by the employee a laundry allowance of $2.95 per week (or 60c per day in the case of casual or part-time employees) shall be paid:

Provided further that in any establishment where a uniform is provided by the employer and where the employer insists that the uniform be not worn outside the premises during lunch hours, the employee shall be permitted to change out and into the uniform in the employer's time.

c Aprons - Where an employee performs work in respect of which an apron is necessary such apron shall be supplied and laundered free of charge by the employer, and shall remain the property of the employer.

d Writing materials - The employer shall provide all writing materials necessary for the performance of an employee's duties.

Scissors and tape measure - If an employee has to use scissors or tape measure in the employee's work in respect of material sold, such scissors or tape measure shall be supplied originally by the employer and shall at all times remain the employer's property.

e The scissors or tape measure shall be replaced by the employer if the employee produces evidence that they or it have or has worn out.

S16.7.4 Flood and fire

An employee working in places affected by flood and fire shall be paid for any damage or injury to clothing (including boots) sustained owing to the conditions caused by such flood or fire.
SCHEDULE 17 - MOTOR DRIVERS, ETC.

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

S17.1 Part 1 – Application and operation

S17.1.1 Application of Schedule

The conditions and rates of wages hereinafter set out apply to all persons engaged in or in connection with the calling of drivers of motor vehicles, conductors, yardpersons, cleaners, greasers, and Supervisors engaged in the transport of passengers and/or persons by road within the following divisions of the State:

a  Southern Division - All that part of the State south of a line commencing at the junction of the sea-coast with 22 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

b  Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to 22 degrees of south latitude; and then by that parallel of latitude due east to the sea-coast.

c  Western District - The remainder of the Southern Division.

d  As to the employers named in the Schedule 1 to this Schedule the provisions of the Schedule are modified in accordance with the requirements of the individual Orders listed in such Schedule.

S17.1.2 Parties bound

This Schedule is legally binding on the employers and employees as prescribed in clause S17.1.3 and any Union eligible to represent those employees.

S17.1.3 Definitions

a  "Cleaner" and "Greaser" means any employee who attends to the cleaning, greasing, and oiling of vehicles covered by this Schedule.

b  "Garage" means any motor Garage, parking station, or depot where Motor Cars, Motor Buses, or motor vehicles are garaged.

c  "Garage Yardpersons" means any employee engaged in attending to petrol pumps, or otherwise supplying petrol for motor vehicles, or performing any labouring work in or about or in connection with any Garage.

d  "Junior Garage Yardpersons" means any employee under 19 years of age performing any work prescribed for Garage Yardpersons.

e  "Motor Cars" means all motor vehicles other than those plying for hire (excepting privately-owned cars which are used for domestic purposes only).

f  "Motor Buses" means and include all motor vehicles plying for hire with carrying capacity as prescribed by the State Transport Act 1960-1985 (Queensland), and
Regulations

g "Motor vehicles for hire" means and includes all motor vehicles plying for hire with or without taximeters.

h "Shift Work" means work where more than one shift of not less than 8 hours per day is worked.

i "Supervisor" means a person placed in charge, and who generally supervises the work of 3 or more employees covered by this Schedule.

S17.2 Part 2 - Employer and employees' duties, employment relationship and related arrangements

S17.2.1 Employment categories

a Employees (other than casual employees) covered by this Schedule shall be advised in writing of their employment category upon appointment. Employment categories are:

i Full-time;

ii Part-time (as prescribed in clause S17.2.2); and

iii Casual (as prescribed in clause S17.2.3).

S17.2.2 Part-time employment

a A part-time employee is an employee who:

i is employed for less than 38 ordinary hours per week; and

ii is rostered for a minimum of four consecutive hours on any shift or day or a lesser period if agreed between the employer and the employee.

b At the time of engagement the employer and the part-time employee will agree in writing the number of ordinary hours to be worked each week.

c Any agreed amendment to the number of ordinary hours worked will be recorded in writing.

d A part-time employee's roster, but not the agreed number of ordinary hours, may be altered by the employer giving notice to the employee in accordance with the provisions of clause S17.4.2(a) of this Schedule.

e All time worked outside the ordinary daily and weekly hours as specified in the employee's roster or as amended in accordance with clause S17.2.2(c) or clause S17.4.2(a) will be overtime and paid for at the rate prescribed in clause S17.4.5 (Overtime).

f A part-time employee employed under the provisions of clause S17.2.2 must be paid for ordinary hours worked by dividing the weekly wages applicable to the employee's relevant classification by 38.

g A part-time employee will receive, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

h Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.
S17.2.3 Casual employees
   a Casual employees are employed in any week for a period of less than 5 ordinary working days
   b Casual employees shall be entitled to payment at the rate of 23% in addition to the appropriate hourly rate ascertained by dividing the appropriate weekly rate by the number of ordinary weekly working hours.
   c A casual hand shall be paid a minimum of 2 hours for each engagement.
   d A casual employee shall be notified by the employer the previous day if their services are not required for the following day, and if such notice is not given a casual hand shall be entitled to a day’s wages in lieu of such notice.

S17.2.4 Commitment by parties
   a The parties will negotiate to ensure that as part of a service industry they will operate as flexibly as possible in order to meet customer demand.
   b Employees within each grade are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
   c Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
   d The parties will not create barriers to advancement of employees within the Schedule structure or through access to training.

S17.2.5 Duties
   a An employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
   b An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
   c Any direction issued by an employer pursuant to clauses S17.2.5(a) and S17.2.5(b) shall be consistent with the employer’s responsibilities to provide a safe and healthy working environment

S17.3 Part 3 - Wages and wage related matters

S17.3.1 Wages
   The weekly wage to be paid to each class of employees is detailed in Schedule 1 – Wages, Salaries and Allowances of this Agreement.

S17.3.2 Allowances
   a Drivers who are required to operate a bus in the dual capacity of driver and conductor shall be paid an additional $2.37 per day for each day or part thereof.
   b A driver acting in the dual capacity of driver and conductor who is called upon to issue tickets or collect fares shall be paid an additional $2.15 per day for each day or part thereof.
   c Western Allowance - All employees in the Southern Division who are employed to the west of parallel 150 degrees of east longitude, and all employees in the Central Division who are employed to the west of parallel 147 degrees of east longitude shall be paid
$1.05 per week in the case of adults and 53c per week in the case of juniors, above the rates set out in clause 5.1, and all casual employees employed west of the said parallels shall be paid 3.333c an hour above the rates set out in this Schedule for casuals east of those parallels.

d Special night allowance - All employees shall be entitled to an allowance of $1.6185 per hour for all ordinary time worked between 8.00 p.m. and the end of the shift and payable at ordinary rates.

Broken parts of an hour of less than 30 minutes on any shift shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour:

Provided that where overtime or penalty rates are payable the above special allowance shall not be payable.

S17.3.3 Overtime - minimum payment

Where an employee is called upon to work overtime, every part of a quarter of an hour shall be paid for as a full quarter of an hour. Nothing less than a full quarter of an hour’s pay shall be paid.

S17.3.4 Two or more classes of work

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause S17.3.1 shall be paid as follows:

a If more than 4 hours on any day the higher rate for the whole of such day.

b If 4 hour or less then payment of the higher rate for 4 hours.

S17.4 Part 4 - Hours of work, breaks, overtime, shift work, weekend work

S17.4.1 Hours of Work

a Subject to clause S17.4.3 (Working of a 38 Hour week) and to the exceptions hereinafter provided, the ordinary working hours for all employees shall not exceed an average of 38 per week, to be worked on one of the following basis:

i 38 hours within a work cycle not exceeding seven consecutive days; or

ii 76 hours within a work cycle not exceeding fourteen consecutive days; or

iii 114 hours within a work cycle not exceeding twenty-one consecutive days; or

iv 152 hours within a work cycle not exceeding twenty-eight consecutive days.

b Motor Bus drivers and conductors - The spread of hours for bus drivers and/or conductors from the beginning to the end of the day’s work shall not exceed 12 consecutive hours. For any work done outside 12 consecutive hours from the starting time, employees shall be paid at the rate of double time. In such 12 hours there shall be not more than one break.

c The ordinary hours of work prescribed may be worked on not more than 5 consecutive days in a week, Monday to Sunday inclusive and shall not exceed 10 ordinary hours per day, subject to the following:

Ordinary time worked on Saturday and/or Sunday shall be paid at the rate of time and a half.

d Rosters for all employees, other than casual employees, will provide for any one of the following combination of days free from rostered work in each fortnight:

i 2 periods comprising 2 days each;
ii 2 periods comprising 2 consecutive days;
iii 4 single days;
iv 3 consecutive days and one stand alone day; or
v One period of 4 consecutive days.
e The commencing time within the spread of hours may be altered by the employer
giving at least 7 days notice to employees:
f Provided the ordinary starting and finishing times of various groups of employees or
individual employees may be altered or staggered subject to agreement of the
employer and the majority of employees.

S17.4.2 Starting and finishing time

a An employer shall fix the starting and finishing time of each employee for each shift
and also shall post rosters showing such times in a prominent place in the yard, garage
or depot, but when once fixed the roster shall not be altered unless at least 6 days' notice has been posted in a prominent place in the yard, garage or depot:
Provided this shall not apply in cases of emergency owing to illness or absence of
another driver:
Provided further that the employer and the employee may agree to a lesser period
than 6 days to meet unforeseen circumstances.
b The employee's time shall be counted as from the time of entering the yard, garage or
depot until the time of leaving the said yard, garage or depot, unless such entering or
leaving is to suit the employee's convenience or comfort.
c Reasonable starting and finishing times prior to commencement and/or after
completion of the day's run shall be allowed and paid to all employees who are
required to service vehicles, prepare tickets, change, sweep and clean buses.

S17.4.3 Working of a 38 hour week

a The 38 hour week will be implemented on one of the following basis, most suitable to
the particular employer, after consultation with, and giving reasonable consideration to
the wishes of the employees concerned:-
i by employees working less than 8 ordinary hours each day; or
ii by employees working less than 8 ordinary hours on one or more days each work
cycle; or
iii by fixing one or more work days on which all employees will be off during a
particular work cycle; or
iv by rostering employees off on various days of the week during a particular work
cycle, so that each employee has one work day off during that cycle.
b Notwithstanding any other provision in this clause, where the arrangement of ordinary
hours of work provides for a rostered day off, the employer and the majority of
employees concerned, may agree to accrue up to a maximum of 5 rostered days off.
Where such an agreement has been reached, the accrued rostered days off will be
taken within 12 calendar months of the date on which the first rostered day off was
accrued. Consent to accrue rostered days off will not be unreasonably withheld by
either party.
c When the ordinary work cycle provides for a rostered day off, the rostered day off will
not fall on a public holiday, but will be on the ordinary working day immediately before or immediately after the public holiday or deferred in accordance with clause S17.4.3(b).

d Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

e Procedures for enterprise level discussions
   i The employer and all employees concerned in each enterprise will consult over the most appropriate means of working a 38 hour week.
   ii The objective of such consultation is to reach agreement on the method of working the 38 hour week in accordance with clause S17.4.1.
   iii The outcome of such consultation must be recorded in writing.
   iv In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their Union or employer organisation.
   v Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer has the right to make the final determination as to the method by which the 38-hour week is to be worked from time to time.
   vi Upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause S17.4.1.

S17.4.4 Shift workers
   a The ordinary working hours for shift workers shall be worked in continuous shifts of not more than 8 hours.
   b Employees working Shift Work shall be paid in addition to their ordinary weekly wage, a penalty rate of $9.70 when employed on afternoon or night shift.

S17.4.5 Overtime
   a All work performed before the fixed starting time and after the fixed finishing time, or beyond 10 hours on any one day, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:
   Provided that where more than one shift is worked, all overtime shall be paid for at the rate of double time.
   b Work performed by an employee, other than a shift worker, on their rostered day off from Monday to Friday inclusive shall be paid for at the rate of time and a-half for the first 3 hours, and double time thereafter, with a minimum of 4 hours.
   c When an employee's rostered days off fall on a Saturday and/or a Sunday, double time shall be paid for all work performed on either of those 2 days with a minimum of 4 hours.
   d Rest period after overtime
      i Subject to the provisions of the Transport Operations (Road Use Management) Act 1995 (Queensland), when overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off
duty between the work of successive days.

ii An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times, will, subject to clause S17.4.5(d), be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

iii If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid at double rates until the employee is released from duty for such period, and the employee will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

S17.4.6 Special hiring

a Special hiring shall consist of a special engagement of a bus to convey parties to sporting fixtures, picnics, outings or similar function of a nature not forming part of the normal operations of the employer and not performed within the times fixed for the driver by the roster for the week in which the special hiring occurs. It shall not include school sporting functions regularly carried out by any employer at recognised intervals or times.

b Where special hirings do not form part of the rostered hours of employees the following provisions shall apply:

i An employee offered the job of a special hiring may at the employee's option accept or reject such offer but if the employee accepts then the employee shall work the job and where practicable 3 days' notice shall be given of such hiring.

ii The provision of clause S17.4.6(b) shall apply only to special hiring.

iii The duration of the job shall be from the time of signing on to the time of signing off but shall not exceed 12 hours provided that in cases where an employee is unable to complete a special hiring in 12 hours all time in excess shall be paid at the rate of double time.

iv The employee shall be paid from the time of signing on to the time of signing off on both the trip to and from the scheduled destination at one and a-half times the ordinary rate prescribed in clause S17.3.1. All time spent waiting at the destination between signing off upon arrival and signing on for the return trip (excluding only the prescribed meal break) shall be paid for at 3/4 of the ordinary rate. Payment for any special hiring shall not be less than 4 ordinary hours' pay.

v Clauses S17.4.6(b)(ii), (iii) and (iv) do not apply to any special hiring the duration of which does not exceed 4 hours. Time worked by an employee on such hiring shall be classed as overtime and shall be paid in accordance with the provisions of clause S17.4.5.

vi Employees shall be supplied with a time sheet for all special hiring for the purpose of recording the starting and finishing times of such hiring.

vii Where a special hiring exceeds one day, each day's work shall be deemed to be a separate special hiring as to which the provisions of clause S17.4.6(b)(iii) shall apply.
S17.4.7 Meal hour

a Bus drivers shall be given a minimum 30 minutes and a maximum of 1 hour for a meal during each shift, without pay, exclusive of the ordinary working hours, and all employees other than bus drivers shall be given one hour per day for a meal, exclusive of the ordinary working hours.

b Employees shall be given an unpaid meal break of not less than 30 clear minutes excluding travelling time during each shift. Not more than one break, except for meals, shall be allowed in the ordinary day's work.

The time of meal breaks within the shift shall be as near to the middle of the shift as possible subject to the requirements of efficiency and the dictates of driving regulations.

c Where an employee is not allowed a meal break between the fourth and sixth hour from the commencement of duty the employee shall be paid double time until a meal break is given.

d An employee required to work for more than one hour on any one day beyond their ordinary finishing time shall be paid $9.60 meal money.

S17.4.8 Rest pauses

Employees shall have a break of at least 10 hours between the finishing of one shift and the commencement of another shift.

S17.5 Part 5 - Leave of absence and public holidays

S17.5.1 Annual leave

a Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

i not less than 5 weeks if employed on Shift Work where 3 shifts per day are worked over a period of 7 days per week; and

ii not less than 4 weeks in any other case.

b Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause S17.5.1(e)) must be paid for by the employer in advance:

i in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause S17.3.1, at that excess rate; and

ii in every other case, at the ordinary time rate of pay payable to the employee concerned immediately prior to that leave.

c If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause S17.5.1(e), for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 weeks.

d If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an
amount equal to 1/9th of their pay for the period of their employment in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, calculated in accordance with clause S17.5.1(e).

e  Calculation of annual leave pay

In respect to annual leave entitlements to which clause S17.5.1 applies, annual leave pay (including any proportionate payments), shall be calculated as follows:

i  Shift workers - Subject to clause S17.5.1(e)(iii), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.

ii  Leading hands etc. - Subject to clause S17.5.1(e)(iii), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

iii  All employees - Subject to the provisions of clause S17.5.1(e)(iv), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

• the employee's ordinary wage rate as prescribed in clause S17.3.1 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
• leading hand allowance or amounts of a like nature;
• a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses S17.5.1(e)(iii).

iv  Clause S17.5.1(e)(iii) does not apply to:

• any period or periods of annual leave exceeding:
  1. 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
  2. 4 weeks in any other case.
• employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

f  Except as provided in clause S17.5.1(d), it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

g  The annual leave on full pay shall be taken within 3 months after the completion of a year of employment, and not less than 2 weeks' notice of leave shall be given by the employer to the employee.

h  Short term annual leave - An employee may request and, with the consent of the employer take short-term annual leave, not exceeding 4 days in any calendar year, at a time or times separate from any of the periods determined in accordance with clause S17.5.1(a).

S17.5.2 Public holidays

a  All work done by any employee on:

  1st January;
  26th January;
  Good Friday;
Easter Saturday (the day after Good Friday);
Easter Monday;
25th April (Anzac Day);
Birthday of the Sovereign;
Christmas Day;
Boxing Day; or
any day appointed under the Holidays Act 1983 (Queensland), to be kept in place of any such holiday will be paid for at the rate of double time and a-half with a minimum of 4 hours.

b Labour Day

All employees covered by this Schedule are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983 (Queensland), to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

c Annual show

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

d Double time and a-half

For the purposes of clause S17.5.2 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or pro rata if there is more or less than a day.

e Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

f All employees rostered off on a public holiday shall be granted another day off, or one day's pay or an additional day's annual leave in lieu thereof, as may be mutually agreed between the employer and the employees.

S17.5.3 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any overtime. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

S17.6 Part 6 - Transfers, travelling and working away from usual place of work

S17.6.1 Travelling allowance

Employees engaged travelling or on work in which they are unable to reach their homes at night shall be allowed actual reasonable expenses, not less than $18.14 per day, for board and lodging, if such has not been provided by the employer, in addition to their ordinary wage, but shall not be entitled to the payment of any overtime unless the employee is called upon to travel or work after the fixed finishing time. In such case the employee shall be paid at overtime rates for the time travelled or worked after the fixed finishing time.

S17.6.2 Board and lodging

When an employee is required to lodge on the employer's premises, the employer may deduct 50c per week from the employee's wages for such lodging. When both board and lodging are provided by the employer, $2.50 per week may be deducted from the employee's wages, but no deductions other than herein prescribed shall be made.

S17.7 Part 7 - Training and related matters

S17.7.1 Training

a Following proper consultation, an employer shall develop a training policy and programme consistent with:

i the current future skill needs of the enterprise;

ii the size, structure and nature of the operations of the enterprise; and

iii the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by appropriate educational institutions and training providers.

b Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the programme developed pursuant to clause S17.7.1(a) should be undertaken by an employee, that training may be undertaken either on or off the job:
Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

i Any costs associated with standard fees for prescribed courses and textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.

ii Travel costs incurred by an employee undertaking training in accordance with clause S17.7.1(b) which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

c Any disputes arising in relation to clause S17.7.1 shall be subject to the provisions of clause 2.3 of this Agreement.

S17.7.2 Driver and or conductor learning bus routes

No deduction shall be made by the employer from the wages of an employee when learning the duties of a bus driver and/or conductor, which shall be performed in the employer's time and shall be paid for in accordance with the rates set out in this Schedule.

Any bus driver or conductor called upon to instruct a learner or student in work shall be paid $1.81 per day extra.

S17.8 Part 8 - Occupational health and safety matters, equipment, tools and amenities

S17.8.1 Protective clothing

a All bus drivers covered by this Schedule shall be supplied with uniforms; 2 uniforms that are clean and in good condition, to be issued to each driver when engaged. Each driver shall also be supplied with one greatcoat, clean and in good condition, on engagement and one after each 5 years' service.

b Where a bus driver is called upon to do cleaning or greasing of vehicles and/or Garage work overalls shall be supplied by the employer.

c Cleaners shall be supplied with 2 suits of overalls, or one suit of overalls and one pair of oil-skin trousers and one pair of rubber boots, annually.

d Two suits of overalls shall be supplied annually by the employer to all employees employed as greasers or oilers.

e Uniforms and head wear - When uniforms and head wear are worn, each driver and/or conductor shall be supplied with one uniform and head wear on commencement of service, and one for every 6 months' service thereafter.
SCHEDULE 18 - PASSENGER VEHICLE DRIVERS ETC. - NORTHERN AND MACKAY DIVISIONS

S18  Passenger vehicle drivers etc. - Northern and Mackay Divisions

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

S18.1  Part 1 - Application and operation

S18.1.1 Coverage

a  This Schedule shall apply to all employers and their employees engaged in or in connection with the calling of drivers of motor vehicles, yardmen and greasers, engaged in or in connection with the transportation of passengers and/or persons by road.

b  As to the employers named in the Schedule to this Schedule the provisions of the Schedule are modified in accordance with the requirements of the individual Orders listed in such Schedule.

S18.1.2 Definitions

a  "Cleaner and Greaser" means any employee who attends to the cleaning, greasing, and oiling of vehicles covered by this Schedule.

b  "Garage Yardperson" means any employee engaged in attending to petrol pumps, or otherwise supplying petrol for motor vehicles, or performing any labouring work in or about or in connection with any garage.

c  "Junior Garage Yardperson" means any employee under 19 years of age performing any work prescribed for a Garage Yardperson.

d  "Motor Buses" means and includes all motor vehicles plying for hire with carrying capacity as prescribed by the State Transport Act 1960-1985 (Queensland), and Regulations, and passenger carrying vehicles operated by the Crown which have a capacity of more than 6 seated persons.

e  "Motor Cars" means all motor vehicles other than those plying for hire (excepting privately-owned cars which are used for domestic purposes only).

f  "Motor Garage" means any Motor Garage, parking station, or depot where Motor Cars, Motor Buses, or motor vehicles are garaged.

g  "Motor Vehicles for Hire" means and includes all motor vehicles plying for hire with or without taximeters.

h  "Supervisor" means a person placed in charge, and who generally supervises the work of 3 or more employees covered by this Schedule.

i  "Shift Work" means work where more than one shift of not less than 8 hours per day is worked.

S18.1.3 Area of operation

For the purposes of this Schedule, the Divisions and Districts are as follows:

a  Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude
due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude
due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries:
Commencing at the junction of the sea-coast with the 21st parallel of south latitude;
then by that parallel of latitude due west to 147 degrees of east longitude; thence by
that meridian of longitude due south to 22 degrees of south latitude; then by that
parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the
point of commencement.

b Districts

Northern Division:

i Eastern District - That portion of the Northern Division along or east of 144 degrees
30 minutes of east longitude.

ii Western District - The remainder of the Northern Division.

S18.1.4 Commitments by parties

a The parties will negotiate to ensure that as part of a service industry that the parties
operate as flexibly as possible in order to meet customer demand.

b Employees within each grade are to perform a wider range of duties including work
which is incidental or peripheral to their main tasks or functions.

c Subject to agreement at enterprise level, employees are to undertake training for the
wider range of duties and for access to higher classifications.

d The parties will not create barriers to advancement of employees within the Schedule
structure or through access to training.

S18.1.5 Parties bound

This Schedule is legally binding on the employers and employees as prescribed in clause
S18.1.1 and any Union eligible to represent those employees.

S18.2 Part 2 - Employer and employees' duties, employment relationship and related
arrangements

S18.2.1 Employment categories

Employees (other than casual employees) covered by this Schedule shall be advised in
writing of their employment category upon appointment.

Employment categories are:

a full-time;

b casual (as prescribed in clause S18.2.2); or

c special hiring (as prescribed in clause S18.2.3)

S18.2.2 Casual employment

Casual employees shall be entitled to payment at the rate of 23%, in addition to the
appropriate hourly rate ascertained by dividing the approximate full-time rate by 38:

Provided that the minimum daily period of employment of a casual shall be not less
than 4 hours:

Provided further that a casual employee who is employed by a non-profit charitable
organisation or for school purposes for not more than 2 hours on any engagement shall
be paid a minimum period of 2 hours. If a casual employee who is employed for school purposes works more than 2 hours, such employee shall be entitled to payment for actual time worked.

S18.2.3 Special hiring

a Special hiring shall consist of a special engagement of a bus to convey parties to sporting fixtures, picnics, outings or similar functions of a nature not forming part of the normal operations of the employer and not performed within the times fixed for the driver by the roster for the week in which the special hiring occurs. It shall not include school sporting functions regularly carried out by any employer at recognised intervals or times.

b Where special hirings do not form part of the rostered hours of employees the following provisions shall apply:

i An employee offered the job of a special hiring may at their option accept or reject such offer but if they accept then they shall work the job and where practicable 3 days' notice shall be given of such hiring.

ii The provisions of clause S18.2.3 shall only apply to special hiring.

iii The duration of the job shall be from the time of signing on to the time of signing off but shall not exceed 12 hours provided that in cases where an employee is unable to complete a special hiring in 12 hours all time in excess shall be paid at the rate of double time.

iv The employee shall be paid from the time of signing on to the time of signing off on both the trip to and from the scheduled destination at one and a-half times the ordinary rate prescribed in clause S18.3.1. All time spent waiting at the destination between signing off upon arrival and signing on for the return trip (excluding only the prescribed meal break) shall be paid for at the ordinary rate. Payment for any special hiring shall not be less than 4 ordinary hours pay.

v Clause S18.2.3(b)(ii), (iii) and (iv) shall not apply to any special hiring the duration of which does not exceed 2 hours. Time worked by an employee on such hiring shall be classed as overtime and shall be paid for in accordance with the provisions of clause S18.4.4 (Overtime) of this Schedule.

vi Employees shall be supplied with a time sheet for all special hiring for the purpose of recording the starting and finishing times of such hiring.

vii Where a special hiring exceeds one day, each day's work shall be deemed to be a separate special hiring as to which the provisions of clause S18.2.3(b) shall apply.

c Two or more classes of work

Where any person on any one day performs 2 or more classes of work to which a differential rate fixed by this Schedule is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which they work on that day at the same rate, which shall be at the highest rate fixed by this Schedule, in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work carrying a higher rate, they shall be paid at such highest rate for 4 hours.

d Incidental and peripheral tasks

i The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the
classification structure of this Schedule provided that such duties are not designed to promote deskilling.

ii The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

iii Any direction issued by the employer pursuant to clauses S18.2.5(a) and S18.2.5(b) shall be consistent with the employer’s responsibilities to provide a safe and healthy working environment.

S18.3 Part 3 - Wages and wage related matters

S18.3.1 Wage rates

a The minimum rates of wages to be paid to employees in the Mackay Division are detailed in Schedule 1 – Wages, Salaries and Allowances.

b Juniors

c Junior Conductors:

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Percentage of Adult Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 18 years of age</td>
<td>55%</td>
</tr>
<tr>
<td>18 years and under 19 years of age</td>
<td>65%</td>
</tr>
<tr>
<td>19 years and under 20 years of age</td>
<td>80%</td>
</tr>
</tbody>
</table>

And thereafter the adult wage.

The proportionate number of junior conductors who may be employed by any employer covered by this Schedule shall not exceed one to one, 2, 3 or 4, and 2 to 5, 6, 7 or 8 senior conductors and one to every additional 4 over the first 8:

Provided that one senior conductor must be employed before one junior under the age of 20 years is employed.

d Junior garage yardperson

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Percentage of Minimum adult rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 16 years of age</td>
<td>45%</td>
</tr>
<tr>
<td>16 years and under 17 years of age</td>
<td>50%</td>
</tr>
<tr>
<td>17 years and under 18 years of age</td>
<td>60%</td>
</tr>
<tr>
<td>18 years and under 19 years of age</td>
<td>75%</td>
</tr>
</tbody>
</table>
And thereafter the adult wage:

Provided that not more than 2 junior yard people shall be employed in any Motor Garage except where not fewer than 100 drivers are employed, when the number may be increased to 4.

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

e Divisional and district parities

Employees employed outside the Easter District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by clause S18.3.1(a) for the division or district in which they are located:

<table>
<thead>
<tr>
<th>Divisional and District</th>
<th>Adults Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Division, Eastern District</td>
<td>$0.15</td>
</tr>
<tr>
<td>Northern Division, Western District</td>
<td>$2.20</td>
</tr>
</tbody>
</table>

f These allowances shall be payable for all purposes of this Schedule.

S18.3.2 Allowances

a Drivers

Drivers who are required to operate a bus in the dual capacity of driver and conductor shall be paid an additional $3.24 per day for each day or part thereof on which they so act.

b A driver acting in the dual capacity of driver and conductor who is called upon to issue tickets or collect fares shall be paid an additional $1.99 per day for each day or part thereof on which they so act.

c Special night allowance

All employees shall be entitled to an allowance of $1.6185 per hour for all ordinary time worked between 8.00 p.m. and the end of the shift and payable at ordinary rates.

Broken parts of an hour of less than 30 minutes on any shift shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour:

Provided that where overtime or penalty rates are payable the above special allowance shall not be payable.

d Shift work allowance

In addition to the rates of pay prescribed in clause S18.3.1 of this Schedule, employees whilst engaged on afternoon shift and night shift, as established pursuant to clause S18.4.1 (Hours of work) of this Schedule, shall be paid additional penalty rate for each shift as follows:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Penalty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afternoon shift</td>
<td>12.5% (or $9.70 whichever is the greater)</td>
</tr>
<tr>
<td>Night shift</td>
<td>15% (or $9.70 whichever is the greater)</td>
</tr>
</tbody>
</table>

For the purposes of clause S18.3.2(c):

i Afternoon shift shall mean any shift finishing after 6.00 p.m. and at or before
midnight;

ii Night shift shall mean any shift finishing after midnight and at or before 8.00 a.m., or where the majority of hours worked in the shift falls between midnight and 8.00 a.m.;

iii The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

No employee shall as a result of clause S18.3.2(c) suffer any reduction to their current entitlement to shift allowance.

S18.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

S18.4.1 Hours of work

a Day workers:

i Subject to S18.4.1(b) (Working a 38 hour week) the ordinary hours of work for all employees shall be an average of 38 per week, to be worked on one of the following bases:

- 38 hours within a work cycle not exceeding 7 consecutive days; or
- 76 hours within a work cycle not exceeding 14 consecutive days; or
- 114 hours within a work cycle not exceeding 21 consecutive days; or
- 152 hours within a work cycle not exceeding 28 consecutive days.

ii The ordinary hours of work prescribed herein may be worked on not more than 5 days in a week, Monday to Sunday inclusive, subject to the following.

iii The ordinary hours of work prescribed herein for day workers shall be worked continuously with not more than one break being allowed in the ordinary day's work, except for meal and rest breaks.

iv Employee's time shall be counted as from the time of entering until the time of leaving the Depot. Employees required to commence or cease work away from the Depot shall be allowed 20 minutes travelling time each way.

v The commencing time may be altered by the employer giving at least 7 days' notice to employees:

Provided the ordinary starting and finishing times of various groups of employees or individual employees may be altered or staggered subject to agreement of the employer and the majority of employees.

vi The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day the arrangement of hours shall be subject to the agreement of the employer and the majority of employees involved.

Provided that hours outside those specified in clause S18.4.1(a) may be agreed upon in writing between the employer and the Secretary of the Union, for the purpose of suiting particular local conditions.

vii Where employees are required to work shifts, the employer shall so arrange the roster of Shift Work hours to equalise day and evening shifts and work on weekends or as agreed between the employer and a majority of employees affected, provided that the Union shall be notified of the agreement within a period of 14
days of each instance.

Employees completing their time on a midnight shift shall be allowed 10 hours off before again being rostered on duty.

b Working a 38 hour week

i The 38 hour week shall be worked on one of the following basis, most suitable to the particular employer, after consultation with and giving reasonable consideration to the wishes of the employees concerned:

- by employees working less than 8 ordinary hours each day; or
- by employees working less than 8 ordinary hours on one or more days each work cycle; or
- by fixing one or more work days on which all employees will be off during a particular work cycle; or
- by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

ii Subject to clause S18.4.1(a)(v)), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular cycle.

iii Notwithstanding any other provision clause S18.4.1(b), where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such an agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date of which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

iv When the ordinary working cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause S18.4.1(b)(iii).

Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

c Procedures for enterprise discussions

i The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.

ii The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause S18.4.1.

iii The outcome of such consultation shall be recorded in writing.

iv In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.

v Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is worked from time to time.
vi After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause S18.4.1.

d Method of payment for ordinary hours of work

Ordinary hours for all employees shall be paid on the basis of not more than 38 per week, on an averaged basis according to the work cycle, notwithstanding that in excess of 38 ordinary hours may be worked to maximise leisure time off in accordance with clauses S18.4.1(a) and S18.4.1(b):

Provided also that the ordinary daily working hours prescribed by the various sections of this Schedule may as an alternative be as agreed between the employer and the Secretary of Union.

S18.4.2 Meal breaks

a Day work

Every employee shall be entitled to a meal break of not less than 30 minutes nor more than one hour to be taken no later than 5 hours after commencement of work. No employee shall work for more than 5 hours without a meal break.

Where an employee is required to work through their normal meal break they shall be paid at the rate of double time for all work so performed and such double time shall continue to be paid until such time as a meal break of the usual duration can be taken or until the employee ceases work for the day.

The duration of a meal break having been determined as the recognised meal break in accordance with clause S18.4.2(a) may be altered by mutual agreement between the employer and the employees.

b Shift work

Shift workers shall be allowed 30 minutes for crib without loss of pay to be taken in such a manner as not to interfere with the continuity of the work.

c Overtime

Where an employee is required to work for more than 2 hours on any day beyond their ordinary finishing time, the employee shall be allowed a break of one-half hour for a meal and shall be paid the sum of $9.60 extra as tea money in addition to overtime rates.

All employees, after working 4 hours overtime, shall be entitled to another break of one-half hour and a further allowance of $9.60 for a meal, with a further break of 30 minutes and an allowance of $9.60 for each additional 4 hours overtime worked thereafter.

d Meal break during weekend overtime

Any employee required to work overtime on a Saturday or Sunday or their equivalent beyond the 5th hour of such overtime shall be entitled to an unpaid meal break of 30 minutes.

S18.4.3 Rest pauses

a Every employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is
necessary.

b Provided that the employer may determine that the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

S18.4.4 Overtime

a All work performed in excess of 38 hours in any one week shall be paid for at the rate of double time.

b The roster of hours shall be such that no employee shall be required to work at ordinary rates for more than 10 hours on each of any 2 days in any one week.

c Any work performed outside of such rostered hours shall be paid for at overtime rates.

d All overtime shall be reckoned and paid for at a minimum of 1/4 of an hour.

S18.4.5 Shift work

a Roster

A roster showing the starting and ceasing times for the ordinary hours of duty of full-time employees and the times between which the period is allotted for each meal together with the surname and initials of each employee will be prepared by the employer and will be posted in a conspicuous place or places accessible to the employees concerned. The roster will be alterable by mutual consent at any time or by amendment of the roster with 7 days’ notice. Where practicable, 2 weeks’ notice of rostered days off will be given provided that the days off may be changed by mutual consent or if rendered necessary by the absence of other employees from duty, shortage of staff, or other cause over which the employer has no control and in which cases, 12 hours’ notice shall be sufficient.

S18.4.6 Weekend work

a Week-end penalty rates

All time worked by employees, other than casuals within their ordinary working hours, between midnight Friday and midnight Sunday shall be paid for at the rate of time and a-half.

S18.5 Part 5 - Leave of absence and public holidays

S18.5.1 Annual leave

a Every employee (other than a casual employee) covered by this Schedule shall at the end of each year of employment, be entitled to annual leave on full pay as follows:

i not less than 5 weeks if employed on Shift Work where 3 shifts per day are worked over a period of 7 days per week;

ii not less than 4 weeks in any other case.

b Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause S18.5.1(c)) shall be paid for by the employer in advance:

i In the case of any and every employee in receipt, immediately prior to that leave, of ordinary pay at a rate in excess of the ordinary rate payable under this Schedule, at that excess rate; and

ii In every other case, at the ordinary rate payable to the employee concerned.
immediately prior to that leave under this Schedule.

c If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay calculated in accordance with clause 18.5.1(f), for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

d If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of the employee's ordinary pay for the period of employment, calculated in accordance with clause 18.5.1(f).

e In calculating a year of employment for the purposes of clause 18.5.1:

i a period exceeding 3 months during which an employee has been absent on leave without pay granted by the employer is not to be taken into account;

ii a period during which an employee has been absent without pay and without the employer's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified practitioner, is not to be taken into account.

If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment is not entitled to any further annual leave at the end of that year of employment.

An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment, to the balance of the annual leave not already taken.

f Calculation of annual leave pay

In respect to annual leave entitlements to which clause 18.5.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

i Shift workers - Subject to clause 18.5.1(f)(iii), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.

ii Leading hands, etc. - Subject to clause 18.5.1(f)(iii), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

iii All employees - Subject to clause 18.5.1(f)(iv), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- the employee's ordinary wage rate for the period of the annual leave (excluding shift premiums and week-end penalty rates);
- Leading Hand Allowance or amounts of a like nature;
- A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 18.5.1(e)(iii).

iv Clause 18.5.1(e)(iii) does not apply to:
• any period or periods of annual leave exceeding:
  1. 5 weeks in the case of employees concerned in a calling where 3 shifts per day are worked over a period of 7 days per week; or
  2. 4 weeks in any other case.
• Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

  g Reasonable notice of the commencement of annual leave shall be given to an employee. Where an employee is required to take annual leave as from a specific date at least 14 days' notice of such requirement shall be given to the employee.

  h Except as provided for in clause S18.5.1, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

  i Leave debits
  Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

S18.5.2 Public holidays

  a Subject to clause S18.5.2(e) all work done by any employee on:
      1st January;
      26th January;
      Good Friday;
      Easter Saturday (the day after Good Friday);
      Easter Monday
      25th April (Anzac Day);
      Labour Day (the first Monday in May);
      Birthday of the Sovereign;
      Christmas Day;
      Boxing Day; or
    any day appointed under the Holidays Act 1983 (Queensland), to be kept in place of any such holiday will be paid for at the rate of double time and a-half with a minimum of 4 hours.

  b Annual show
  Moreover, all work done by employees in a district specified from time to time by the Minister by notification published in the Gazette or the Queensland Government Gazette on the day appointed under the Holidays Act 1983 (Queensland), to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district, shall be paid for at the rate of double time and a-half.

  All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Schedule for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Schedule for such
time when worked outside the ordinary starting and ceasing time on an ordinary working day.

c Double time and a-half

Employees required to work on any of the aforesaid holidays shall be paid for a minimum of 4 hours work at double time and a-half.

d Stand down

Any and every employee who, having been dismissed or stood down by their employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year, shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by their employer (at the wage rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the 1st day of January occurring during the period on and from the date of their dismissal or standing down to and including the date of their re-employment as aforesaid.

If any of the aforesaid holidays fall on an employees rostered day off, they shall for each such day so falling, have an additional day's holiday added to their annual leave, or shall have a day's holiday in lieu at a time to be mutually agreed between the employer and the employee concerned; or shall be paid an additional day's pay for each such day so falling.

e Substitution

Where there is agreement between the employer and the employee, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause S18.5.2:

f Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

S18.5.3 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any overtime payment.

"Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

S18.6 Part 6 - Transfers, travelling and working away from usual place of work

S18.6.1 Travelling allowance

Employees engaged travelling or on work in which they are unable to reach their homes at night shall be allowed actual reasonable expenses for board and lodging, if such has not been provided by their employer, in addition to their ordinary wage, but shall not be entitled to the payment of any overtime unless the employee is called upon to travel or work after the fixed finishing time. In such case they shall be paid at overtime rates for the time travelled or worked after the fixed finishing time.

S18.7 Part 7 - Training and related matters

S18.7.1 Commitment to training

a Following proper consultation, the employer may develop a training policy and program consistent with:

i the current and future skill needs of the enterprise;

ii the size, structure and nature of the operations of the enterprise; and

iii the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by appropriate educational institutions and training providers.

S18.7.2 Various costs associated with training

a Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the program developed in accordance with clause S18.7.1(a) should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

b Any costs associated with standard fees for prescribed courses and textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure.

c Travel costs incurred by an employee undertaking training in accordance with clause S18.7.1 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

S18.8 Part 8 - Occupational health and safety matters, equipment, tools and amenities

S18.8.1 Clothing, equipment and tools

All drivers covered by this Schedule shall be supplied with a "Kool" cushion.
S18.8.2 Uniforms

a Where uniforms and caps are worn, each driver shall be supplied with one uniform and cap on commencement of service, and one for every 6 months’ service thereafter.

b All bus drivers covered by this Schedule shall be supplied with dust coats. Two dust coats, clean and in good condition and a raincoat are to be issued to each driver when engaged. Where necessary a new raincoat shall be supplied every 2 years.

c Yardpersons shall be supplied with 2 suits of overalls, or one suit of overalls and one pair of oil skin trousers annually.

d Upon any employee leaving the employ of any employer for any reason whatever (whether by dismissal or otherwise), the current supply of clothing shall be returned to the owner.

S18.8.3 Driver learning bus routes

No deduction shall be made by the employer from the wages of an employee when learning the duties of a bus driver, which shall be performed in the employer’s time and shall be paid for in accordance with the rates set out in this Schedule.

Any bus driver called upon to instruct a learner or student in work shall be paid $1.67 per day extra.

S18.8.4 Change money

The employer shall provide reasonable and sufficient change monies to all bus drivers for the purpose of their duty, provided that they shall produce same when called upon to do so by the employer.

S18.8.5 First aid

In all establishments a first aid cabinet shall be available for employees in cases of accident. Such first aid cabinet shall be kept and maintained in accordance with the provisions of the Workplace Health and Safety Act 1995 (Queensland), relating to such first aid cabinets
SCHEDULE 19 - BUILDING PRODUCTS, MANUFACTURE AND MINOR MAINTENANCE

S19 Building products, manufacture and minor maintenance

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

S19.1 PART 1 - APPLICATION AND OPERATION

S19.1.1 Coverage

a Subject to the exclusions contained in clause S19.1.1(b) this Schedule applies when an employer engages an employee in a classification contained herein on any of the following work:

i The preparation, manufacturing or assembly or joinery and/or shopfitting components in a workshop, factory, or yard;

ii All aspects of masonry work performed in a cemetery or stonemasonry workshop, factory, or yard;

iii The manufacture and working of all types of glass, including glass laminate, clear plastic, sheet acrylic or any substitute therefore in a workshop or factory. Such work will include, but not be limited to, designing, bevelling, cutting, embossing or glazing by hand or machine, painting, silvering, sandblasting, bending etc. and every process incidental thereto.

iv All facets of plumbing work performed in a workshop, factory or yard;

v The manufacture of signs as well as signwriting work in a workshop, factory, or yard; and

vi Maintenance work as defined.

b This Schedule will not apply where employees are:

Specifically covered by any other Schedule or industrial agreement.

S19.1.2 Area of operation

For the purpose of this Schedule, the Divisions and Districts are as follows:

a Divisions

i Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

ii Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.

iii Southern Division - That portion of the State not included in the Northern or
Mackay Divisions.

b Districts

i Northern Division

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

ii Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 15 0 degrees of east longitude; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

S19.1.3 Parties bound

This Schedule is legally binding on the employers and employees as prescribed in clause S19.1.1 and any Union eligible to represent those employees.

S19.1.4 Definitions

a "Assembler A" means an employee who in manufacturing any building sections or components is:

i Wholly engaged in assembling prepared pieces of timber or other material (which is dressed, morticed, tenoned or otherwise prepared by machining), by cramping, nailing, screwing, gluing or fastening in any way.

ii Not responsible for the dimensions of the article other than by checking with gauges or other measuring instruments, but may be required to trim, dress and/or sand such prepared articles (excluding the fitting of joints) in accordance with the instructions given by a tradesperson.

b "Assembler B" means an employee engaged exclusively on repetitive assembly of building components on any automatic, semi-automatic or present single purpose machine and whose work may include:

i The repetitive assembling of component parts of any article in predetermined positions in which no fitting or adjustment is required.

ii The attachment of accessories, such as window fasteners, casement stays or balances, to articles in predetermined prepared positions provided that no such employee will be responsible for the setting up of machinery or the dimension of the products.

c "Bricklayer" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the Training and Employment Act 2000, who is engaged in bricklaying, brick cutting, tiling, and settling pointed brickwork, firework - including kilns, furnaces, or furnace work of any description as far as it relates to brickwork, setting coke slabs, coke bricks, glass bricks, cutting openings in the brickwork for doorways, windows, arches, etc., building in and fixing of steel frames in brick buildings for doorways, windows, arches, etc. and/or engaged in roof
tiling, fibrolite slating or shingling, which is not covered by any other Schedule.

d "Carpenter, Joiner, Shopfitter and Machinist" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the Training and Employment Act 2000, using tools or any machine or saw driven by power in the carpentry, joinery, or shopfitting trade.

e "Country work" means any work in respect of which the distance, or the travelling facilities, to and from such place of work make it reasonably necessary for the employee to live and sleep at some place other than the employee’s usual place of residence at the time of commencing such work.

f "Fibrous Plasterer" means any employee over the age of 21 or has completed an apprenticeship or recognised period of training under the Training and Employment Act 2000 (Queensland), who is engaged in fibrous plaster work or who is employed at all or any of the following classes of work:

i The casting and/or fixing of all fibrous plaster and other plastering material, including battening for same; the stopping and setting of all joints in same; the making of all plaster piece moulds, jelly moulds, wax moulds, or moulds of any description used for the purpose of making and/or casting fibrous plaster or pressed cement work.

ii The casting and/or fixing of scagliola and material of a like nature, and work in connection with architectural modelling and/or manufacturing architectural ornaments of fibrous plaster and/or cement; also the manufacture of acoustic tiles moulded into slab form and having an earth base.

iii Texture work, where the materials used in such texture work consists of plaster, cement or light weight aggregates such as pearlite, vermiculite and gyprock, whether applied by manual or mechanical means will be the work of either the "plasterer" or the "fibrous plasterer".

g "Floor Specialist" means any employee over the age of 21 or has completed an apprenticeship or recognised period of training under the Training and Employment Act 2000, as a floor layer, or who is engaged in the following classes of work: the laying of floors with granolithic, magnetise, marble mosaic, and composition floors of all descriptions.

h "Glazier in a shopfitting, joinery shop or factory" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the Training and Employment Act 2000 (Queensland), employed in any factory or shop where the employer is exclusively or mainly engaged in the manufacture of joinery for sale whose duties will consist of cutting the glass and placing it in position, sprigging it in, running in the putty, and facing it off to the completion of the work.

i "Joinery, shopfitting, workshop, factory or yard" means a factory, workshop or yard where the employee is exclusively or mainly engaged in the manufacture of joinery, shopfitting.

j "Junior" means an employee other than an apprentice, or an apprentice on probation, under 21 years of age engaged in any calling to which this Schedule applies, who does not receive the rate of wage prescribed by it for a tradesperson or adult.

k "Labourer" means an employee who is responsible for cleaning the work area as necessary, loading of trucks, and general labouring duties which will include assisting other workers covered by this Schedule.
"Leadlight worker" means an employee who is engaged in any work in connection with the manufacture of leadlights.

"Machinist" means a masonry, etc. employee who operates a machine for the sawing, gritting, dressing, facing or polishing of all kinds of stone, composition or reconstituted stone, terrazzo or similar compositions.

"Maintenance" means the repair and renovation of buildings and structures necessitating the use of building tradespersons', or labourers' skills and/or tools.

"Ordinary rates" will, unless the context otherwise indicates, mean the ordinary weekly rate prescribed in this Schedule divided by the weekly working hours prescribed by this Schedule.

"Painter" means any employee over the age of 21 or has completed an apprenticeship or recognised period of training under the Training and Employment Act 2000 (Queensland), engaged in any manner whatsoever in connection with the painting of dwelling house or other buildings of any nature, fences, bridges (whether construction of iron or wood, or partly of iron and partly of wood), tanks for storage of oil, water or any similar purpose (other than work performed on tanks in engineering shops or in connection with plastic relief and texture work, paperhanging, applying and/or fixing vinyl wall hangings and other similar flexible wall hangings or coverings, decorating, graining, marbling, gilding, signwriting, glazing, glasscutting (except when done by the shop salesperson, picture framers, or furniture makers or in any factory or shop where the employer is exclusively or mainly engaged in the manufacture of joinery for sale), kalsomining, distempering, colour-washing, lime-washing, staining, varnishing, stripping off old paper, removing old paint or varnish; and to all employees engaged in any of the aforesaid branches of the trade upon any inside part or parts of any ship or vessel in connection therewith, including (without limiting the ordinary meaning of the definition) the inside of all cabins, saloons, companions, smokerooms, lounges, social halls, skylights, pantries, bathrooms, lavatories, sculleries, butchering shops, bake houses, engine rooms from skylight down to first grating, and all new and repaired work in same, and the preparing and getting up, painting, and finishing of all deckheads, deckhouses and combings of same, lifebuoys, lifebelts, boxes, deck sears, deck buckets, etc., navigating and flying bridges, wheelhouse, chart rooms, and all parts of any vessel which may be grained and/or varnished, ventilators, fidley casings, accommodation ladders, side screens and lockers; and to all employees engaged in any one or more of the said branches in connection with boat names and badges, scroll work, gilding and signwriting upon any part of a ship or other vessel, or any property belonging to or used in connection therewith, and the painting of boats; and to all employees engaged in painting or performing any one or more of the said branches of work upon or in connection with all ferry and passenger boats, yachts, auxiliaries, skiffs, or other small craft; and the preparing and the getting ready of all work connected with any of the abovenamed branches of the trade, and the preparation of all the materials required for any of the said branches of the trade.

Without limiting the ordinary meaning of the terms:

- "Signwriting" will include lettering of every description, size or shape, applied by brush or any other like means, on any surface or material (which, without limiting its meaning, will include stone, wood, iron, metal, brick, cement, plain or fancy glass, canvas, paper, calico, sheeting, bunting, silk, satin, and wire blinds); designing and laying-out for windows, posters, show windows, theatre displays, honour rolls, illuminate addresses, neon signs, stencils, display banners, and cut-out displays of all descriptions, either pictorial, neon signs,
stencils, display banners, and cut-out displays of all descriptions, either pictorial, scenic of lettering (where such designing is not done by an architect or architectural draftsperson); using scotchlite or any other similar materials (whether luminous or otherwise) together with all the processes concerned therewith, traffic signs and/or symbols; all pictorial work in connection with any signs of advertisements generally performed by a signwriter. The term does not include any work done by a commercial artist or "ticket-writing" as done by shop assistants under the Retail Industry Interim Schedule - State 2002

- "Gilding" means the application of gold, silver, aluminium, or any other metal leaf to any surface.
- "Silk screen process signwriting work" will include that designing, setting up, and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.
- "Glazing, glasscutting" will include glass processing cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, and the fitting and fixing of glazing bars on site.

q) "Plasterer" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the Training and Employment Act 2000 (Queensland), and who is engaged in plastering work, or who is employed at all classes of work referred to in this definition, or any manner whatsoever in connection with the plastering trade in sewerage work, except in airlocks, such as rendering or cementing of all access-holes, pits sumps, tanks, filter-beds, etc., also rendering of all work in house connection, work relating to the plastering trade, such as traps, grease and wash traps, basins, etc., also the jointing of all pipes composed of concrete or cement composition as used in sewer work (except where such work is done by a licensed drainer), dressing, and patching up all defects of concrete work which is not of concrete finish, washtubs, and garage floors.

A "plasterer's work" means work which consists of internal and external plastering and cementing, the casting and fixing of all fibrous and other plastering material, lathing for plaster work, the top dressing of all concrete floors, all cement composition work and wall tiling, and plastering in or in connection with sewers, septic tanks, water tanks and cooling chambers.

r) "Plumber" means an employee over the age of 21 or who has completed a full term of apprenticeship competent in gas fitting, all branches of lead work, including sanitary work, hot and cold water appliances and services or who works or fixes galvanised iron or zinc or other metal used for similar purposes, in connection with buildings, who makes baths, tanks, and all other articles made of galvanised iron or zinc or other metal used for similar purposes in or in connection with a plumber's shop, or usually fixed in a building in the course of erection, alteration, or repair, who is engaged in the installation and (or) repair of soda and cordial fountains and accessories thereto, and/or the fixing of cement and/or fibro cement guttering and/or down pipes and/or articles made of any other material which supersedes the material usually fixed by plumbers in connection with buildings and not covered by an other Schedule, or who is engaged in any of the aforementioned classes of work.

A "plumber's shop" means a shop or factory in which any articles of the nature set out above are manufactured and intended to be used as fixtures in the erection, alteration, or repair of any building.

s) This definition will not apply to the manufacture of any article made of sheet metal.
mentioned in the Schedule relating to sheet metal workers for the time being in force
where such is not made in a plumber's shop or on a building in the course of erection,
alteration or repair.

t "Sand blaster" means an employee engaged in any manner whatsoever in connection
with the designing and layouts for patterns on glass, together with all work connected
with sand blasting or gravure operations on glass.

u “Signwriter" shall mean any employee over 21 years of age or who has completed an
apprenticeship or a recognised period of training under the Vocational Education,
Training and Employment Act 2000 (Queensland), who in addition to having a
knowledge of painting, staining and varnishing, does any of the following work:
signwriting, designing and/or lettering of price tickets and showcards.

Pictorial and scenic paintings, or production of signs and posters by means of stencils
screens or like methods or any other work incidental thereto including cutout displays
of all descriptions, pictorial scenic or lettering and without limiting the generality of the
foregoing shall include:

i Lettering of every description, size or shape applied by brush on any surface or
material which, without limiting its meaning shall include stone, wood, iron, metal,
brick cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk,
satin, wire blinds;

ii Designing for windows, posters, show window and theatre displays, honour rolls,
illuminated addresses, neon signs, stencils, display banners.

iii Gliding, ie the application of gold, silver, aluminium or any metal leaf to any
surface;

iv Designing and laying out of cutout displays of all descriptions, either pictorial,
scenic or lettering;

v Screen process work, ie the designing, setting up and the operation for duplication
of signs on any material, whether on paper, fabric, metal, wood, glass or any similar
material.

Without limiting the general meaning, signwriting work shall include the making of
stencils and stencilling by screens or any other method and the making and/or
fixing of transfers.

v "Tiler" means an employee who is engaged in the fixing of floor and wall tiles, fireplace,
hearth, and surroundings to same, ceramic, mosaic on floors and walls, marble mosaic
on floors and walls, and cut mosaic work, santanax work, terrazzo steps, risers,
stringers, and floors when cut in slabs to form a design, linotile flooring and kindred
materials where skilled work persons are required to perform the work.

w "Waterproofer" means an employee over 21 years of age or who has completed an
apprenticeship or a recognised period of training under the Training and Employment
Act 2000 (Queensland) employed on internal and/or external waterproofing work in
cement, bitumen, or similar substances, waterproofing work in cement, bitumen,
plaster or patent material, sewer and/or tunnel plastering including the rendering of
access holes, pits, sumps, tanks and filter beds, whether all of the foregoing is done by
manual or mechanical means.
PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

S19.2 Contract of employment

a Employees covered by this Schedule will be advised in writing of their employment category upon appointment.

Employment categories are:

i Full-time;

ii Part-time (as prescribed in clause S19.2.2); and

iii Casual (as prescribed in clause S19.2.3).

S19.2.2 Part-time employment

a A part-time employee is an employee who:

i is employed for more than 10 hours per week and less than 38 ordinary hours per week; and

ii is engaged to work on predetermined days of the week;

iii is engaged to work a regular number of hours per week; and

iv receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

b At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

c Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees as detailed in Part 4 of this Schedule, unless otherwise mutually agreed.

d The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

e An employer is required to roster a regular part-time employee for a minimum of 4 consecutive hours on any day.

f All time worked outside the spread of ordinary working hours as provided for in clause S19.4.1 and all time worked in excess of the hours as mutually arranged in clause S19.2.2(a) or S19.2.2(b) will be overtime and paid for at the rates prescribed in clause S19.4.5.

g A part-time employee employed under clause S19.2.2 must be paid for ordinary hours worked at the rate of 1/38 of the weekly rate prescribed in clause S19.3.1 for the class of work performed.

h Where a public holiday falls on a day upon which a part-time employee is normally employed, that employee will be paid their ordinary time rate for the number of hours normally worked on that day.

S19.2.3 Casual employment

Casual employees may be engaged on the following terms:

a A Casual employee is an employee who is employed by the hour for less than 38 hours...
in any one week under this Schedule.

b Termination of employment by either party will be by giving two hours' notice or payment/forfeiture in lieu thereof.

c A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate prescribed in clause S19.3.1 for the classification under which they are engaged and adding a loading of 23% thereto. Such loading will be in lieu of all paid leave entitlements applicable. It does not preclude a casual employee being entitled to long service leave entitlements.

S19.2.4 Piecework prohibited

Piecework of any description will not be worked. Contract work for labour only or substantially for labour only will be considered piecework within the meaning of clause S19.2.4.

S19.2.5 Duties

a An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the employee's classification provided that such duties are not designed to promote deskilling.

b An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

c Any direction issued by the employer pursuant to clause S19.2.5 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

S19.3 PART 3 - WAGES AND WAGE RELATED MATTERS

S19.3.1 Wages

The minimum rates of wages payable to employees are detailed in Schedule 1 of this Agreement.

S19.3.2 Mixed functions

An employee engaged for more than 4 hours on any one day on work which carries a higher rate than their ordinary classification will be paid the higher rate for the whole day. If employed for 4 hours or less on any one day the employee will be paid at the highest rate for 4 hours.

S19.3.3 Allowances

The allowances prescribed in clause S19.3.3 will be paid irrespective of the times at which work is performed and, unless specifically provided, will not be subject to any premium or penalty.

Where more than one of the allowances provides payment for disabilities of substantially the same nature, then only the highest of such rates will be payable.

S19.3.4 District allowances

a In addition to the rates of wages set out in this Schedule for the Southern Division Eastern Districts, the following allowances will be paid to all employees covered by this Schedule employed in the following Divisions:
b "Certificated scaffolders" - Certificated scaffolders employed as such as defined by this Schedule who hold a certificate of competency issued pursuant to the Workplace Health and Safety Act 1995 (Queensland), will be paid $1.69 per day extra.

c "Insulation work" - When working in a dust-laden atmosphere caused by the use of materials for insulating, deafening, or pugging work, when, for instance, pumice, charcoal, or any other substitute, including cork and sawdust is used, or when working on insulating work in an average temperature of 7 degrees celsius or under, employees will be paid not less than 69.2c per hour extra.

An employee employed on work which involves the handling of charcoal, pumice, slagwool, insulwool or other loose material of a like nature used on the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise, will be paid at the rate of 69.2c per hour extra.

Employees engaged at fixing insulation materials with hot bitumen will be paid 69.2c per hour extra.

d "Wet work" - When employees are required to work in any place where water is continually dripping so that their clothing becomes wet with water, or when they are required to work where there is water under foot so that the feet of the employees become wet, such employees will be paid not less than 57.25c per hour extra.

Such 57.25c per hour will not be payable when protective clothing or boots are supplied.

When an employee is instructed by the employer or the employer's authorised representative to work in the rain and by so doing gets wet clothing, the employee will be paid double rates for all time so worked with a minimum of one hour.

Such payment will continue until such time as the employee finishes work or is able to change into dry clothing.

e "Leading hand" - An employee, other than a plumber, appointed to be in charge of all other employees will be paid the additional amounts according to the number of persons in such employee's charge:

| (a) | In charge of not more than 1 person | 3.40 |
| (b) | In charge of 2 and not more than 5 persons | 7.49 |
| (c) | In charge of 6 and not more than 10 persons | 9.42 |
| (d) | In charge of more than 10 persons | 12.54 |
Leading hand allowances referred to in clause S19.3.3(e) will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work, etc.

f  "Leading hand plumber" - A leading hand plumber in charge of less than 2 employees will be paid $4.88 per day in addition to the rate prescribed for plumbers. When in charge of 2 to 4 employees the leading hand plumber will be paid $6.79 per day extra, and for more than 4 employees $9.56 per day extra.

A "leading hand plumber" means a qualified plumber who has one or more employees under their control. Where the employer is not a licensed plumber, the plumber in charge of the work will be deemed to be a leading hand plumber.

g  "Labourers mixing wet concrete or compo" - Labourers employed mixing or depositing wet concrete or any labourer employed mixing compo for bricklayers or plasterers will be paid 51c per day extra.

h  "Plasterers top-dressing floors" - Plasterers engaged in top-dressing floor work or patching old and dirty work will be paid 33.25c per hour extra. This will not apply to terrazzo layers.

i  "Plasterers in sewers" - Plasterers engaged in sewer or shaft work in drains 1.22 metres and over in diameter will be paid 33.25c per hour extra. In drains under 1.22 metres in diameter they will be paid 45.1c per hour extra.

j  "Plasterers cementing water tanks" - Plasterers engaged in cementing water tanks will be paid 33.25c per hour extra.

k  "Plasterers using flintkote" - Plasterers engaged in using flintkote or in rendering floors, walls, and/or ceilings with flintkote will, while so engaged, be paid 57.25c per hour in addition to their ordinary rates.

l  "Bricklayers on repair work" - Employees engaged in repairing the brickwork of furnaces and settings in connection with boilers, bakers' ovens, annealing, smelting or coke ovens, kilns, gas retorts, or furnace work of any description, and employees engaged on the construction of brick settings and furnaces in connection with boilers or building ovens or furnaces of any description, where such work is carried out with secondhand bricks (i.e., with bricks which have been previously set in mortar or fire-clay in any construction work) will be paid for at not less than 1 1/6th times the ordinary rates.

Hot work (work at a temperature of 43 degrees celsius or over) will be paid for at 1 1/3rd times the ordinary rates.

The above will not apply to any kiln or furnace work in connection with the burning of bricks, pipes or tiles or any earthenware goods.

m  "Work in excessive heat" - An employee when working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees celsius will receive 57.25c per hour or part thereof; an employee when working in places where the temperature exceeds 54 degrees celsius will receive 69.75c per hour extra.

Where the work continues for more than 2 hours in temperatures exceeding 54 degrees celsius, an employee will also be entitled to 20 minutes' rest after every 2 hours' work without deduction of pay. The temperature will be decided by the representative of the employer after consultation with the employee who claims the extra rate.
"Work under unpleasant conditions" - Employees engaged in handling charcoal used in refrigerating chambers, cleaning covered drains and cleaning septic tanks will be paid at the rate of time and a-quarter.

Employees required to work amongst ammonia or noxious gas fumes, or fumes of sulphur or acid, or other offensive fumes will be paid 57.25c per hour extra.

"Asbestos"

i Employees required to use material containing asbestos or to work in close proximity to employees using such materials will be provided and will use all necessary safeguards as required by the Workplace Health and Safety Act 1995 (Queensland) and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees will be paid 69.2c extra per hour whilst so engaged.

ii The following will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Schedule.

- Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

- All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as varied from time to time, for the safe demolition/removal of asbestos based materials.

- Without limiting the effect of the above provision, any person who carried out asbestos eradication work will do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

- In addition to the rates prescribed in this Schedule, an employee engaged in asbestos eradication (as defined) will receive in addition $1.8965 per hour worked in lieu of all special rates, except those for hot work, cold work, swing scaffold, and second hand timber.

- Respiratory protective equipment, conforming to the relevant parts of the Australian Standard 1716 “Specification for Respiratory Protective Devices” will be worn by all personnel during work involving eradication of asbestos.

"Dirty work" - An employee engaged on unusually dirty work to which no other allowance applies will be paid 57.25c per hour extra.

"Hot creosote" - Labourers employed dipping materials in hot creosote will be paid 69.75c per hour extra.

"Plumbers on repair work" - Plumbers engaged in refitting grids for hatches, repairing leaks, renewing parts of conduct or brine pipes, working on compressors or insulator work with charcoal ashes or silicate of cotton or any such material on any boat, ship, or vessel which has done one voyage or more will be paid at the rate of $1.2055 per hour extra.

"Tool allowances" - The following tool allowances will be paid in addition to the ordinary rates to the tradespersons set out hereunder when using their own tools:
<table>
<thead>
<tr>
<th></th>
<th>$ Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter and/or Joiner</td>
<td>24.70</td>
</tr>
<tr>
<td>Plumber</td>
<td>24.70</td>
</tr>
<tr>
<td>Plasterer and Tiler</td>
<td>20.40</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>17.50</td>
</tr>
<tr>
<td>Waterproofer</td>
<td>9.60</td>
</tr>
<tr>
<td>Signwriter, Painter, Glazier</td>
<td>5.90</td>
</tr>
<tr>
<td>Licensed Drainer</td>
<td>5.90</td>
</tr>
</tbody>
</table>

- These allowances will not be paid while the employees are absent on annual leave.
- The maximum list of tools to be supplied by glaziers when required to use such tools in their employment will be as follows:
  - Two putty knives (one facing, one stripping), 12 mm wood chisel, light claw hammer, pair of pincers, duster nail punch, hacking knife, heavy claw hammer, 1 metre folding rule, one pair of 250 mm snips.
  - A glazier employed other than in a joinery shop will supply in addition to the above the following:
    - Medium screwdriver; heavy punch; centre punch; prick punch; broad knife; marking line (20 metres); one three metre steel tape.
- The employer will be required to provide the following tools and appliances where necessary:
  - Chain wrenches, pipe cutter, plumbing irons, ratchets, stocks and dies, taps and drills, vices, soldering iron file, and hacksaw blades, hammers over .9 kilos in weight, pinch bars, and all pipe tongs 300 mm and over in length, chamois leather, gilding tip, gilding knife, gilding brush, signwriter's mop, dagger liner, sponge, pliers, claw hammer, screw driver, stripping knife, large compass, duster, perspex square, tracing wheel, sign t-square, cutter, glass cutters and putty knife.

"Laying other than standard bricks and heavy blocks" - stonemason and assistants - Bricklayers laying other than standard bricks and labourers handling building blocks (other than cindicrete blocks for plugging purposes) will be paid as follows:

<table>
<thead>
<tr>
<th>Weight Range</th>
<th>Additional Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>For bricks over 5.5 kg and up to 9 kg</td>
<td>57.25c per hour extra;</td>
</tr>
<tr>
<td>Over 9 kg and up to 18 kg</td>
<td>100.9c per hour extra;</td>
</tr>
<tr>
<td>Over 18 kg</td>
<td>$1.4905 per hour extra;</td>
</tr>
</tbody>
</table>
An employee will not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with mechanical aid, or with an assisting employee.

Stonemasons and their assistants will not receive the above allowances if the employer provides mechanical means for the handling, lifting and placing of heavy blocks.

v "Explosive powered tools" - Employees required to use explosive powered tools will be paid $1.34 per day extra for each day such tool is used.

w "Roof repairs" - Employees engaged on repairs to roofs will be paid 69.2c per hour extra.

x "Certificate allowance" - A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the Division of Workplace Health and Safety of the Department of Industrial Relations and is required to act on that certificate whilst engaged on work requiring a certificated person will be paid an additional 57.25c per hour extra.

This allowance will not be payable cumulative on the allowance for swing scaffolds set out in clause S19.3.3(cc).

y "Obnoxious or toxic substances"

i An employee engaged in the preparation and/or the application of epoxy based materials or an employee using toxic substances, or materials of a like nature, will be paid 69.2c per hour extra.

Employees working in close proximity to employees using toxic substances will be paid 57.25c per hour extra.

ii For the purpose of clause S19.3.3(y) obnoxious or toxic substance will include epoxy based materials, and all materials which include or require the addition of a catalyst hardener and reactive additives, or two pack catalyst system, will be deemed to be materials of a like nature.

iii Employees required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

iv Employees using such materials will be provided with and will use all safeguards as are required by the Workplace Health and Safety Act 1995 (Queensland), or in the absence of such requirement, such safeguards as are determined by a competent authority.

z "An employee required to clean down bricks" - using acids or other corrosive substances will be paid 52.7c per hour extra.

aa "First-aid attendant" - Where an employer appoints an employee, who holds an appropriate first-aid certificate, as a first-aid attendant, an additional $12.00 per week in which the employee works three days or more will be paid to such employee.

bb "Confined space" - An employee required to work in a place that the dimension or nature of which necessitates working in a cramped position and without sufficient ventilation, will be paid an allowance of 69.2c per hour extra for the actual time such employee is so employed.

cc "Swing scaffold" - A payment of $4.09 for the first four hours or any portion thereof, and 84.35c for each hour thereafter on any day will be made to any person employed:

i On any type of swing scaffold or any scaffold suspended by rope or cable, bosun's
ii On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

S19.4 PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

S19.4.1 Hours of work

a Subject to clause S19.4.2 (Implementation of 38 Hour Week) and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 per week, to be worked in one of the following ways:

i 38 hours within a work cycle not exceeding 7 consecutive days; or

ii 76 hours within a work cycle not exceeding 14 consecutive days; or

iii 114 hours within a work cycle not exceeding 21 consecutive days; or

iv 152 hours within a work cycle not exceeding 28 consecutive days.

b The ordinary hours of work prescribed will be worked continuously except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Monday to Friday. The spread of hours prescribed may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.

Work done outside the hours of 6.00 a.m. to 6.00 p.m. will be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause S19.4.1.

c The ordinary starting and finishing times of various groups of employees or individual employees may be staggered provided that there is agreement between the employer and the majority of employees concerned.

d The ordinary hours of work prescribed will not exceed 10 hours on any day.

Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned.

e Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person will be in the employee's time.

f Meal breaks

Except as otherwise provided all employees will be allowed a break for a meal of not less than 30 minutes. Such meal break will be commenced not earlier than 4 hours and not later than 6 hours after commencement of ordinary work.

g Rest pauses

Except as otherwise provided each employee covered by this Schedule will be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the daily work. Such rest pauses will be taken at such times as will not interfere with continuity of work, where continuity is necessary.

An employer may elect to amalgamate the two 10 minute rest pauses into one 20 minute rest pause to be taken in the first part of the working day, with such working day, where it is practicable, divided into approximately 3 equal working portions. Where the method of taking such rest pauses is to be altered the employer will notify all employees concerned at least 48 hours before such alterations.
S19.4.2 Implementation of 38 hour week
   a The 38 hour week will be implemented on one of the following bases, most suitable to
      the particular business, after consultation with, and giving reasonable consideration to
      the wishes of the employees concerned:
         i By employees working less than 8 ordinary hours each day; or
         ii By employees working less than 8 ordinary hours on one or more days each work
            cycle; or
         iii By fixing one or more work days on which all employees will be off during a
            particular work cycle; or
         iv By rostering employees off on various days of the week during a particular work
            cycle, so that each employee has one work day off during that cycle.
   b Subject to clause S19.4.1(d) employees may agree that the ordinary hours of work are
      to exceed 8 on any day, thus enabling more than one work day to be taken off during a
      particular work cycle.
   c Despite clause S19.4.2 where the arrangement of ordinary hours of work provides for a
      rostered day off, the employer and the majority of employees concerned, may agree to
      accrue up to a maximum of 5 rostered days off. Where such agreement has been
      reached, the accrued rostered days off will be taken within 12 calendar months of the
      date on which the first rostered day off was accrued. Consent to accrue rostered days
      off will not be unreasonably withheld by either party.
   d Different methods of implementation of the 38 hour week may apply to individual
      employees, groups or sections of employees in the business concerned.

S19.4.3 38 Hour Week - procedures for enterprise level discussions
   a The employer and all employees concerned in each establishment will consult over the
      most appropriate means of implementing and working a 38 hour week.
   b The objective of such consultation will be to reach agreement on the method of
      implementing and working the 38 hour week in accordance with clause S19.4.2.
   c The outcome of such consultation will be recorded in writing.
   d In cases where agreement cannot be reached as a result of consultation between the
      parties, either party may request the assistance or advice of their relevant employee or
      employer organisation.
   e Despite the consultative procedures outlined above, and regardless of any lack of
      agreement by employees, the employer will have the right to make the final
      determination as to the method by which the 38 hour week is implemented or worked
      from time to time.
   f After implementation of the 38 hour week, upon giving 7 days notice or such shorter
      period as may be mutually agreed upon, the method of working the 38 hour week may
      be altered, from time to time, following negotiations between the employer and
      employees concerned, using clause S19.4.3, including clause S19.4.3(e).

S19.4.4 Shift work
   a Employees covered in this Schedule may be required to perform shift work in
      accordance with clause S19.4.4.
   b Except as provided for in clauses S19.4.4(c) and S19.4.4(d), an employer desirous of
working shift work on any particular job or jobs may enter into an industrial agreement with the relevant Union, or failing agreement, may apply to Fair Work Australia.

c Clause S19.4.4(c) has application only to work performed in a Joinery, Shopfitting workshop, factory or yard as defined in this Schedule.

Clause S19.4.4(c) does not apply to factory premises wherein the main activity is glazing work.

i For the purposes of clause S19.4.4(c) the following definitions will apply:

"afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight;

"night shift" means any shift finishing after midnight and at or before 8.00 a.m.

ii Subject to the exceptions provided below the ordinary working hours of shift workers will be an average of 38 per week to be worked in accordance with the clause S19.4.1 save that clause S19.4.4(b) will not apply.

Despite clause S19.4.1 the ordinary hours of work will be worked between Monday to Friday inclusive with a paid 20 minute meal break.

Where shifts commence before midnight on a Sunday or any holiday prescribed in clause S19.5.2, the time so worked before midnight will not entitle an employee to the Sunday of public holiday rates.

iii Work in excess of the ordinary shift hours will be paid at the rate of double time.

The applicable shift allowance will not be subject to any such penalty.

iv Shift work allowance - When employed on afternoon or night shift an employee will be paid rates prescribed plus 15%. This shift loading will not apply to shift work performed on Saturdays and Sundays. Where shifts are worked over a continuous period of 7 days per week, 1 1/2 times ordinary rates will be paid from midnight Friday to midnight Sunday.

For private employers other than those set out in clause S19.4.4(c) afternoon shift may be worked at the rates prescribed herein plus 15%.

S19.4.5 Overtime

a All time worked in excess of the ordinary working hours on any day will be deemed overtime.

b All overtime in any one day, except as otherwise provided, will be paid for at 1 1/2 times the ordinary rate for the first 2 hours and double time thereafter.

Should an employee start work within 2 hours of the usual starting time, the employee will be paid at the rate of time and one-half for such time preceding the usual starting time, but thereafter at ordinary rates.

c No employee will be required to work more than 16 hours' overtime in any one week, urgent shop repairs and breakdown jobs excepted. For such urgent shop repairs or breakdown jobs, where an excess of 16 hours' overtime in any one week is worked, overtime at double the ordinary rate will be paid for such excess.

d An employee recalled to work overtime after leaving the employee's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 4 hours' work at the appropriate rate.

Overtime worked in the circumstances specified in clause S19.4.5(d) will not be
regarded as overtime for the purpose of clause S19.4.5(e) when the actual time worked is less than 3 hours on such recall or on each of such recalls.

e If an employee is called upon to work overtime commencing on Saturday the employee will be paid for a minimum of 3 hours. Such payment is to be at 1 1/2 times the ordinary rate for the first two hours and double time thereafter. All work done on Sundays will be paid for at double the ordinary rate of payment.

i Any employee required to work overtime on a Saturday or Sunday beyond the 5th hour of such overtime, will be entitled to an unpaid meal break of 30 minutes.

ii Should the employee be required to continue such overtime beyond 9 hours, the employee will be entitled to a further break or 30 minutes for which no deduction of pay will be made.

iii After each further 4 hours of overtime, the employee will be entitled to a 45 minute break for which no deduction of pay will be made, provided that the employee is required to continue working thereafter.

iv Further, the employer will supply a reasonable meal at the employer's expense, at all paid breaks which are prescribed, or pay an allowance of $11.30 in lieu thereof.

f When any portion of an hour's overtime is worked, the employee will receive payment in respect of any broken part of an hour for not less than 1/4 of an hour at current overtime rates.

g When any portion of a meal break is worked, such portion will be paid for at double rates. If more than half the meal break is worked, the employee will continue to receive double rates until the employer gives the employee a meal break.

h Employees who are required to continue work after their usual ceasing time will be entitled to a 30 minute crib break after 2 hours, or after one hour if overtime continues beyond 6.00 p.m.

After each further period of 4 hours the employee will be allowed 45 minutes for crib. No deduction of pay will be made in respect of any such crib breaks.

i When an employee has worked continuously (except for meal breaks) for 20 hours, the employee will have a break of at least 12 hours before again starting work. An employee who works so much overtime between the termination of the employee's ordinary work on one day, and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to clause S19.4.5(i) be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid double rates until the employee is released from duty for such period until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

j For overtime worked in any calling in or in connection with which more than one shift per day is worked, employees will be paid not less than double their ordinary rates of wages.

k Where an employee, after having been notified to do so, reports for overtime work and is unable to work through wet weather, the employee will receive payment for 3 hours at the ordinary rate of wages.
Clause S19.4.5(k) applies to Saturdays, Sundays and public holidays.

When an employee living more than 2 kilometres from the place of work, after having worked overtime, finishes work at a time when the customary means of transport is not available and the employee is unable to arrange reasonable alternative means of transport, the employer will provide the employee with suitable means of transport to the employee's home.

S19.5 PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

S19.5.1 Annual leave

a Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

i not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and

ii not less than 4 weeks in any other case.

b Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause S19.5.1(e)) must be paid for by the employer in advance:

i in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause S19.3.1 at that excess rate; and

ii in every other case, at the ordinary time rate of pay payable under clause S19.3.1 to the employee concerned immediately prior to that leave.

c If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause S19.5.1(e), for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 weeks.

d If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a Shift Worker, and 1/12th of their pay for the period of their employment in the case of a Day Worker, calculated in accordance with clause S19.5.1(e).

e Calculation of annual leave pay

In respect to annual leave entitlements to which clause S19.5.1 applies, annual leave pay (including any proportionate payments), shall be calculated as follows:

i Shift workers - Subject to clause S19.5.1(e)(iii), the rate of wage to be paid to a Shift Worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.

ii Leading hands etc. - Subject to clause S19.5.1(e)(iii), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

iii All employees - Subject to the provisions of clause S19.5.1(e)(iv), in no case shall
the payment by an employer to an employee be less than the sum of the following amounts:

- the employee's ordinary wage rate as prescribed in clause S19.3.1 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
- leading hand allowance prescribed in clause S19.3.1;
- a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses S19.5.1(e)(iii).

iv Clause S19.5.1(e)(iii) does not apply to the following:

- any period or periods of leave exceeding:
  1. weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
  2. weeks in any other case.
- employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

f Unless the employee agrees otherwise, the employer must give the employee at least 2 months notice of the date from which the employee’s annual leave will be taken.

g Except as provided in clause S19.5.1(d), it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

h Such annual leave will be exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

i Employees engaged on country work - If an employee is engaged on country work when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as such employee's headquarters, by the first reasonable means of transport, such employee's annual leave shall commence on the first full working day following such employee's return to such place of engagement or headquarters as the case may be.

j Annual shut down - An employer may close down an enterprise for a period of at least 21 consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster:

Provided that by agreement with the majority of employees concerned, an employer may close down an enterprise for a period of at least 14 consecutive days including non-working days and grant the balance of annual leave due to the employee(s) by mutual arrangement.

S19.5.2 Public holidays

a Subject to clause S19.5.2(g) all work done by any employee on:

1st January;
26th January;
Good Friday;
Easter Saturday (the day after Good Friday);
Easter Monday;
25th April (Anzac Day);
Birthday of the Sovereign;
Christmas Day;
Boxing Day; or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday will be paid for at the rate of double time and a-half with a minimum of 4 hours.

b Labour Day

All employees covered by this Schedule are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

c Annual show

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

d Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

i A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.

ii A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

iii Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day for those employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day’s leave.

iv Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.

v Nothing in clause S19.5.2(d) confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

e Double time and a-half

For the purposes of clause S19.5.2 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

f Stand down
Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year’s Day.

Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

S19.5.3 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-Schedule payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.
S19.6  PART6 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

S19.6.1 Country work

a Country Allowance

Country Allowance is defined as:

i Any employee who is sent by the employer or selected or engaged by an employer or agent, to go to country work shall be paid all fares, time and allowance by the employer, covering travel to and from such work and place of engagement.

Such employee must continue to faithfully carry out duties to the completion of such work for a period of at least 2 months.

ii On jobs lasting over 2 months and where the distance from the place of engagement to the place of such work is not more than 482 kilometres, such allowances (fares only and that only when availed of) shall be paid once each way every month. Where the distance is not more than 965 kilometres such fares shall be paid every 2 months when availed of.

In the event of an employee being recalled by the employer and afterwards ordered to return to such work, the employee’s fare shall be paid on each and every such occasion. Time reasonably taken up in travelling to and from such work shall be paid for at ordinary rates.

iii No employee shall be entitled to payment for more than 8 hours at ordinary rates in any one day, unless on the same day the employee is engaged on work paid in addition to payment for the time worked.

iv Suitable board and sleeping accommodation shall be provided for the employee on such country work, or the employer will make an allowance to the employee as follows:

Pay an allowance of $390.20 per week of 7 days but such allowance will not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance will be $55.80 per day.

When an employee returns home for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance in clause S19.6.1(a) shall be made.

v Any employee travelling to or from jobs shall be allowed fares for such of the undermentioned modes of transport depending on the prevailing circumstances:

- Motor coach fare; and/or
- Second class railway fare with sleeping berth if necessary; and/or
- First class boat fare; and/or
- If directed to travel by air or if the location of employees destination necessitates travelling by air, the air fare, which will be for economy class if available.
- An allowance of $26.30 per day to cover expenses shall be paid to the employee whilst travelling by train or motor coach, and if travelling by air such employee shall be paid a reasonable sum (being not less than $11.30 per meal) in lieu of meals not supplied in transit.
- The employer may make an agreement with the Union concerned to vary
clauses S19.6.1 or S19.6.2 relating to fares and travelling allowances. Such agreement shall be in writing and a copy will be forwarded to the nearest District Industrial Inspector.

**S19.6.2 Fares and travelling allowance**

a Regular shop or workshop employees sent out to any job and who travel in the employer's time shall be paid all fares actually paid by such employees from shop or workshop to job and from job to shop or workshop.

Regular shop or workshop employees sent out to any job and not travelling in the employer's time shall be paid the allowance prescribed in clause S19.6.2(b).

b Except as otherwise provided, the following allowance shall be made by employers to employees (other than regular shop or workshop employees while employed in such shop or workshop) to compensate for excess fares and travelling time incurred in travelling to and from places of work within the radii respectively herein below stated measured from the General Post Office, Brisbane or the principal Post Office in the town or city outside Brisbane in which the work is being carried out.

| Up to 50 kilometres | $ 15.40 |

\[\text{Per Day}\]

Using own car

Any employee in receipt of an allowance in clause S19.6.2(b) and who is required by direction of the employer to travel from job to job on the same day shall, in addition to such allowance, be paid all fares reasonably incurred covering travel from a job where the employee commenced to the job on which the employee finished work of the day.

Where an employer requests an employee to use their own car to effect such a transfer, and such employee agrees to do so, the employee shall be paid 83c per kilometre.

c DClauses S19.6.2(a), S19.6.2(b) and S19.6.2(c) do not apply to:

Employees or employers not solely engaged in the building industry who are employed only on maintenance and/or repair work and/or construction of buildings not exceeding 23.23 square metres in floor area, on the premises of the employer, and who are permanently employed.

Such an employee shall be reimbursed for all fares actually paid when travelling in the employer's time between 2 or more premises of that employer.

If an employee is employed on work other than set out above, the employee shall be paid the allowance and when applicable fares as prescribed in clauses S19.6.2(b) and S19.6.2(c) whilst so otherwise employed.

For the purpose of clause S19.6.2(d) "premises" will include all the buildings and/or structures together with appurtenances and surrounding land situated adjacently within a single or contiguous real property description(s) at which the employee is usually employed.

**S19.7 PART 7 - TRAINING AND RELATED MATTERS**

**S19.7.1 Training**

a The parties to this Schedule recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Schedule, a greater commitment to training and skill
development is required. Accordingly, the parties commit themselves to:

i  developing a more highly skilled and flexible workforce;

ii  providing employees with career opportunities through appropriate training to acquire additional skills; and

iii  removing barriers to the use of skills acquired.

S19.8  PART 8 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

S19.8.1 Compensation for clothes and tools

a  An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, will be paid such amount to cover the loss thereby suffered by such employee as may be agreed upon between such employee and the employer or, in default of agreement, as may be fixed by Fair Work Australia.

b  When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the costs of the toughening process.

S19.8.2 Workplace health and safety matters

The use of personal protective clothing and equipment together with the relevant safety measures as set out in the Workplace Health and Safety Act 1995 (Queensland), and Regulations, and relevant Codes of Practice are to be followed at all times.
SCHEDULE 20 - CHILDREN'S SERVICES

S20 Children's services

Where there is inconsistency between the provisions of this Schedule and those contained in this Agreement, the conditions of the Agreement will prevail to the extent of the inconsistency.

S20.1 PART 1 - APPLICATION AND OPERATION

S20.1.1 Definitions

a "Assistant Director" means an employee appointed as such who is approved in terms of the relevant legislation to have charge of the Centre in the absence of the Director.

b "Broken Shift" means a shift of work performed by employees in the Outside School Hours Care Program which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour.

c "Child Care Legislation" means the Child Care Act 2002 (Queensland) and the Child Care Regulation 2003 as amended from time to time and any predecessor legislation where relevant or consequential amendments.

d "Children's Services Worker" means an employee who is engaged in the provision of child care within a Centre and/or who is engaged in functions in or in connection with the general operation of the Centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the Centre (internal and external) to the standards required by the employer.

e "Centre Based Care" means care for children in a centre as defined in the Child Care Legislation.

f "Assistant Children's Services Worker - Unqualified" - means an employee who:

i has successfully completed Year 12 at Secondary School; or

ii on the day the person is first employed as an assistant, is at least 17 years of age and is undertaking, or has completed a Child Care Practice Certificate at a College of Technical and Further Education.

An assistant who is not an adult must be supervised by an appropriately approved Group Leader.

Duties would include, but not be limited to, some or all of the following:

i assist in the implementation of the early childhood program under supervision;

ii implement daily routine;

iii ensure the health and safety of the children in their care;

iv give each child individual attention and comfort as required;

v work in accordance with the licensing requirements of Child Care Legislation;

vi understand and work according to the Centre or Service's policy;

vii perform general duties associated with the operation of the Centre, including but not limited to all

viii aspects of food preparation, service and cleaning/maintenance of all areas of the
"Children’s Services Worker - 1 Year Qualified" means an employee who has completed an AQF Certificate 3 or 4 in Children’s Services.

This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.

Duties would include, but not be limited to, some or all of the following:

i. any of the duties of an Assistant Children’s Services Worker - Unqualified;

ii. co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;

iii. liaise with parents;

iv. ensure a safe environment is provided for the children;

v. ensure that records are maintained and are up-to-date concerning each child in their care;

vi. assist in the development, implementation and evaluation of daily routines;

vii. be responsible to the Director for the assessment of students on placement;

viii. ensure the Centre or Service’s policies are adhered to.

ix. assist the Director in the assessment of students on placement to the level of their competency;

x. under direction, work with individual children with particular needs;

xi. undertake and implement the requirements of quality assurance;

xii. administer first aid to the level of their competency when appropriate.

"Group Leader - 1 Year Qualified" means an employee who has completed a Certificate 3 or 4 in Children’s Services.

Duties would include, but not be limited to, some or all of the following:

i. carrying out the work of a Group Leader;

ii. the co-ordination of the activities of a group of children;

iii. general supervision of workers in the Centre;

iv. assisting in the Centre’s or the Service’s administrative functions;

v. any of the duties of Children’s Services Worker - 1 Year Qualified;

vi. to ensure that a developmentally appropriate program is planned and implemented for each child;

vii. to assess the needs of each child and monitor the child’s progress;

viii. to maintain effective communication with a parent of each child in the group that the person leads;

ix. administer first aid to the level of their competency when appropriate.

"Group Leader - 2 Year Qualified" means an employee who has completed an AQF Diploma in Children’s Services.

A Registered Nurse who has enrolled in or has successfully completed an appropriate bridging course in Early Childhood studies will also meet the criteria for a 2 Year
Qualified Group Leader.
Duties would include, but not be limited to, some or all of the following:

i any of the duties of a Group Leader - 1 Year or less;

ii work as the person in charge of a group of children in the age range from birth to 12 years;

iii take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;

iv co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;

v contribute, through the Director, to the development of the Centre or Service's policies;

vi ensure that the policies and practices of the Centre are maintained;

vii administer first aid to the level of their competency when appropriate.

j "Group Leader - 3 Year Qualified" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

Duties will include, but not be limited to, some or all of the following:

i any of the duties of a Group Leader - 2 Year Qualified;

ii work as the person in charge of a group of children in the age range from birth to 12 years;

iii take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;

iv co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;

v contribute, through the Director, to the development of the Centre or Service's policies;

vi ensure that the policies and practices of the Centre are maintained;

vii administer first aid to the level of their competency when appropriate.

k "Assistant Director - 2 Year Qualified" means an employee who has completed an AQF Diploma in Children's Services.

l "Assistant Director - 3 Year Qualified" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

Duties of Assistant Director (2 Year Qualified and Minimum 3 Year Qualified) include, but are not limited to, some or all of the following:

i all of the duties of a Group Leader - Minimum 3 Year Qualified;

ii to supervise the programs and the quality of care that the service provides;

iii to maintain the Service’s policies and practices;

iv to maintain effective liaison with other agencies in the community;
v to maintain the Centre’s records;
vi supervising qualified and unqualified workers;
vii planning and co-ordinating in-service training for the Centre or Service;
viii planning and implementing programs for children with special needs, including, but not limited to, children with disabilities and children of non-English speaking background;
ix take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director;
x adminster first aid to the level of their competency when appropriate.

m "Director 2 Year Qualified" means an employee who has completed an AQF Diploma in Children’s Services.

n "Director - 3 Year Qualified" means an employee who has completed a AQF Advanced Diploma or higher qualification in the field of Children’s Services or Education.

Duties of Directors (2 Year and Minimum 3 Year Qualified) include, but are not limited to, all or some of the following:
i responsibility for the overall administration of the Centre or service;
ii to develop, implement and supervise developmental programs and the quality of care that the Service provides;
iii to maintain the Service’s policies and practices;
iv to establish a process for the recruitment, orientation and support of staff;
v to identify and assist in meeting in-service training needs of staff;
vi to establish and maintain effective communication systems with staff and parents;
vii to establish and maintain liaison with other agencies in the community (as required);
viii to maintain the Centre’s records;
ix recruit staff in consultation with the Manager/Owner or Licensee of the Centre;
x to keep day-to-day accounts and handle clerical administrative matters;
xi ensure that the Centre or Service adheres to all relevant Regulations;
xii formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
xiii all of the duties of an Assistant Director;
xiv administer first aid to the level of their competency when appropriate.

S20.1.2 Outside School Hours Care and Vacation Care

a "Assistant Children’s Services Worker - Unqualified" means an employee who is unqualified and is employed to assist at an Outside School Hours Care and Vacation Care Service.

An Assistant must be supervised by a Co-ordinator.

Duties would include, but not be limited to, some or all of the following:
i supervise children’s activities;
ii ensure the health and safety of the children in care;
iii take a genuine interest in the children, their activities and participate in these as much as possible;
iv supervise sports activities;
v routine communication with parents to the level of the employee's competence;
vi assist in developing and implementing programs/activities;
vii understand and work according to the Centre's policies.

b "Children's Services Worker - 1 Year Qualified" means an employee who has completed an AQF Certificate 3 or 4 in Children's Services.

This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.

Duties would include, but not be limited to, some or all of the following:

i any of the duties of an Assistant Children's Services Worker - Unqualified;
ii co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
iii liaise with parents;
iv ensure a safe environment is provided for the children;
v ensure that records are maintained and are up-to-date concerning each child in their care;
vi assist in the development, implementation and evaluation of daily routines;
vii be responsible to the Director for the assessment of students on placement;
viii ensure the Centre or Service's policies are adhered to.
ix assist the Director in the assessment of students on placement to the level of their competency;
x under direction, work with individual children with particular needs;
xi undertake and implement the requirements of quality assurance;
xii administer first aid to the level of their competency when appropriate.

c "Assistant Co-ordinator - Qualified - Large Service" means an employee who is required to assist a Co-ordinator of After School Hours Care as prescribed by the Child Care Legislation to manage a licensed Outside School Hours Care service licensed to accommodate 60 or more children at any time of the day. Their duties include, but are not limited to, some or all of the following:

i all of the duties of an Assistant Children's Services Worker - 1 Year Qualified;
ii in consultation with the Coordinator prepare, implement and evaluate developmentally appropriate programmes for individual children or groups of children in care;
iii supervise staff and ensure staff members fulfil their various duties and responsibilities;
iv ensure a safe environment is maintained for both children and staff;
v ensure records are maintained accurately for each child in care;
vi ensure a service's policies and procedures are adhered to;

vii liaise as need be with members of a child's family;

viii administer first aid to the level of their competency when appropriate.

d "Co-ordinator - Unqualified" means an employee who co-ordinates and manages an After School Hours Care and/or Vacation Care Service for children and has no relevant post secondary qualification. The duties would include, but not be limited to, some or all of the following:

i develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;

ii supervise the programs/activities, staff and ensure each staff member is fulfilling their relevant duties and responsibilities;

iii carry out administration tasks including fee collection and receipting, banking, staff pay, etc;

iv administer first aid when appropriate to the level of their competency;

v to work positively in working with parents and/or Committees;

vi understanding and working in accordance with the Service's policies.

e "Co-ordinator - Qualified" means an employee who has completed a AQF Diploma in Children's Services.

The duties would include those listed under Co-ordinator - Unqualified.

f "Joint Union/Employer Validation Committee" means a Committee with equal representation of Union/Employer, set up to resolve disputes between employees and employers in relation to incremental levels of pay or to relevant/equivalent qualifications.

g "Outside School Hours Care" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres as defined in the Child Care Legislation, outside normal school hours.

h "Teacher" means an employee who meets the following criteria:

i that the employee holds a 3 or 4 year qualification in early childhood studies as approved under the Child Care Legislation; and

ii that the employee be registered with the College of Teachers; and

iii that the employee be required to deliver an educational program.

i "Vacation Care" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres, as defined in the Child Care Legislation, during school vacations.

S20.1.3 Coverage

a This Schedule shall apply to persons engaged in the callings and classifications set out in this Schedule, who are employed at or in Child Care Centres as defined in the Child Care Legislation or Outside School Hours Care, adjunct care, wherein employees are charged with the care of children, and/or the delivery of child care services as per clause S20.1.3(b) within Queensland, for whom classifications and rates of pay are herein prescribed, and to their respective employers. Subject to clause S20.1.3(c) no other Schedule shall apply.
b Without limiting the scope of coverage, this Schedule shall apply to employees engaged in the provision of long day care, sessional care, occasional care, vocational care, adjunct care, respite care, emergency care, before and after school hours care and extended hours care of children as defined in the Child Care Legislation.

c This Schedule will not apply to:

i Persons who are in holy orders or who are members of a recognised teaching order.

ii Persons whose service is voluntary and whose service is covered by an exchange of letters between the employer and the volunteer.

iii Students on work experience or placement.

d Partial exemption

Clause S20.1.3(d) does not apply to employees in outside school hours care or vacation care programs.

An employee (classified at or below the level of Director - 1 Year Qualified Year 1) who agrees in writing with the employer to be paid at a rate not less than 25% above the classification level of Director - 1 Year Qualified Year 1, will be exempt from the provisions of Part 4 and clause S20.2.1(b) of this Schedule. An employee classified at the level of Director - 1 Year Qualified Year 2 and above who agrees in writing with the employer to be paid at a rate not less than 25% above the appropriate classification level, will be exempt from the provisions of Part 6 and clause S20.2.1(b) of this Schedule.

S20.1.4 Area of operation

For the purpose of this Schedule, the Divisions and Districts will be as follows:

a Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries - commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

b Districts

Northern Division - Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Northern Division - Western District - The remainder of the Northern Division.

Southern Division - Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees
of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Southern Division - Western District - The remainder of the Southern Division.

S20.1.5 Parties bound

a This Schedule is legally binding on the employers and employees as prescribed in clause S20.1.1 and any Union eligible to represent those employees.

S20.2 PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

S20.2.1 Contract of employment

a Employees covered by this Schedule shall be advised in writing of their employment category upon appointment.

Employment categories are:

i full-time;

ii part-time (as prescribed in clause S20.2.3); or

iii casual (as prescribed in clause S20.2.4).

S20.2.2 Mixed Functions

a Where an employee is approved in accordance with the relevant legislation to perform a higher duty, and when approved and called upon by the employer to perform that higher duty for 4 hours or longer per day, such employee will be paid the rate of pay attaching to the higher duty for the actual time worked.

b Provided that clause S20.2.2 will not apply to Assistant Directors who are acting as the Director of a Child Care Centre:

i whilst the Director is temporarily absent; or

ii in cases where there is no Director employed, for a maximum period of 6 weeks.

S20.2.3 Employee duties

a Extended duties

i An employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training consistent with the classification structure of this Schedule, provided that such duties are not designed to promote deskilling

ii An employer may direct an employee to carry out such duties and use such resources and equipment as may be required, provided that the employee has been trained in the use of such resources and equipment.

iii Any direction issued by an employer pursuant to clauses S20.2.3(a)(i) and S20.2.3(a)(ii) will be consistent with the employer’s responsibilities to provide a safe and healthy working environment.

S20.2.4 Full-time employment

A full-time employee is one who is engaged by the week in accordance with the provisions of this Schedule.
S20.2.5 Part-time employment

a A part-time employee is a weekly hired employee who is engaged to work a constant number of hours per week which is less than 38 hours per week on not more than 5 days of the week within the ordinary hours prescribed in clause S20.4.1 of this Schedule. Except as hereinafter provided, all conditions provided for permanent full-time employees shall apply to part-time employees on a pro rata basis.

b Part-time employees may be employed with a minimum single period of daily attendance of 2 hours.

c The ordinary hours of work for a part-time employee may be altered by mutual agreement recorded in writing. In such cases part-time employees may work up to 10 hours per day, without the payment of overtime. The additional hours so worked will be taken into account in the pro rata calculation of entitlements.

d Except in the case of clause S20.2.3(c), a part-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment will be paid overtime in accordance with clause S20.4.2.

e Part-time employees will be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Schedule for the classification under which they are engaged.

f A part-time employee will be required to complete a minimum of 1000 hours of service from the time of their first appointment or their previous increment date before being eligible for their next increment. Such increment will become payable at the expiration of 1000 hours service or 12 calendar months, whichever will occur later, and the increment date will be adjusted if necessary.

S20.2.6 Casual employment

a A casual employee is an employee engaged and paid as such but will not include:

i an employee working 38 ordinary hours per week; or

ii an employee who is engaged to work a regular, predetermined number of ordinary hours, in excess of 33 hours each week; or

iii an employee defined as a part-time employee in accordance with clause S20.2.5 (Part-time employment)

Provided that:

• For the purposes of relieving other employees on approved leave or rostered days off, a casual employee may work the ordinary rostered hours of the employee on such leave.

• For the purposes of performing duties of a temporary nature including, but not limited to vacation care, a casual employee may work up to 38 hours per week.

b The rate of payment to casual employees will be 1/38th of the appropriate weekly wage for the class of work they are engaged upon plus a 23% loading.

c A casual employee will be engaged for a minimum period of 2 hours' work or receive a minimum payment for 2 hours per engagement.

d The employment of a casual employee may be terminated by one hour’s notice by either side or payment or forfeiture of one hour’s pay as the case may be.

e The provisions of clause S20.2.6(a)(ii) relating to the maximum ordinary hours per week will not apply to those casual employees engaged as at 1 September 1993 who were
working in excess of 35 hours per week and who agreed in writing to continue to work those hours per week.

**S20.2.7 Term-time employment - Outside School Hours Care**

a Clause S20.2.7 applies only to employers who operate facilities to specifically provide Outside School Hours Care, and to employees who are specifically engaged under their contract of employment to provide Outside School Hours Care, and this is the primary purpose of their engagement.

b An employee who consents to such an engagement, may be classified as a term-time employee. The employee's consent to be classified as a term-time employee is to be genuine and in writing and a copy of the written agreement is to be maintained with relevant time and wages records.

c A term-time employee is an employee engaged to work only those weeks of the year deemed to coincide with the provision of primary education to school children in a school setting.

d All entitlements for term-time employees are no less than those for their non-term time counterparts, except that no ordinary wages are payable for the weeks the employee is not engaged to work.

e Non-engaged periods count as service and employment for the purposes of the accrual of paid leave for annual leave, sick leave and wage increments, except that no ordinary wages are payable for the weeks the employee is not engaged to work.

f Where a public holiday falls on a day upon which an employee normally works during term time or any public holiday falling on their annual leave, the employee shall be paid at the ordinary hourly rate for the number of hours that would ordinarily be worked by the employee on that day.

**S20.2.8 More than one engagement - OSHC and Vacation Care**

a Clause 2.8 applies only to employers who operate facilities to specifically provide Outside School Hours Care and/or Vacation Care, and to employees who are specifically engaged under their contract of employment to provide Outside School Hours Care and/or Vacation Care, and this is the primary purpose of their engagement.

b A part-time employee may be engaged on a casual basis for duties in a separate engagement under this Schedule provided that such engagement satisfies the following criteria:

i this arrangement is subject to mutual agreement between the employee and employer. Such agreement is to be recorded in writing and maintained with relevant time and wages records;

ii an employee who elects to take a casual engagement is to be required to work no more than 38 hours in any one week;

iii the work required to be performed in the separate engagement may be consistent with the usual job description of the employee concerned;

iv the work required to be performed in the separate engagement does not interfere with the employee's original contract of employment;

v the work required to be performed in the separate engagement is not designed to avoid overtime obligations;

vi the separate engagement enables the employee to obtain additional hours and/or
remuneration; and

vii employment on a casual basis performed during the separate engagement does not break the continuity of service of an employee.

c Where the casual engagement requires an employee to travel a distance in excess of that travelled to the usual workplace the employee must be:

i paid for such excess time as for other work; and

ii either paid the amount prescribed in clause S20.3.2(b) or be provided with transport by the employer to the workplace.

S20.2.9 Equal employment opportunity

The employers respondents to this Schedule are equal employment opportunity employers. Accordingly, they undertake to comply with all relevant legislation. Further, the employers undertake to develop and implement a uniform policy and practice, consistent with the provisions of the Child Care Legislation, that reflect their commitment to equal employment opportunity.

S20.3 PART 3 - WAGES AND WAGE RELATED MATTERS

S20.3.1 Classifications and wage rates and allowances

a Wage rates

i The minimum weekly rates of pay for employees in the Southern Division, Eastern District working in Other Than Outside School Hours Care and Vacation Care will be as set out in Schedule 1 – Wages, Salaries and Allowances of this Agreement.

b Juniors

i The junior rates prescribed in clause S20.3.1(b) will apply to the positions of Assistant Children's Services Worker - Unqualified and Children's Services Worker - I year qualified.

<table>
<thead>
<tr>
<th>Junior employees -</th>
<th>% of appropriate adult rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 and under 18 years of age</td>
<td>55</td>
</tr>
<tr>
<td>18 and under 19 years of age</td>
<td>65</td>
</tr>
<tr>
<td>19 and under 20 years of age</td>
<td>75</td>
</tr>
<tr>
<td>20 years of age</td>
<td>85</td>
</tr>
</tbody>
</table>
Calculation of rates - The rates of pay applying to junior employees will be calculated in multiples of 10 cents, with any result of 5 cents or more being adjusted to the next highest 10 cent multiple.

c Increments –
   i Annual Salary Increments - Employees will be entitled to annual salary increments as specified in clause S20.3.1(a), being subject to increments for part-time and casual employees in accordance with clause S20.2.5(f) for their appropriate classification. All employees will receive increments in salary according to the scale of salaries under this Schedule up to the maximum rate, subject to satisfactory conduct, diligence and efficiency.
   ii Accumulation Toward Increments (other than Teachers) - For the purpose of the introduction of the incremental salary scale, years of service will begin to accumulate from 1 September 1991.
   iii Continuous Service - For the purpose of determining the incremental level within a classification, total continuous service within the child care industry as defined in the Child Care Legislation or in a kindergarten or other child care centre as defined in the Child Care Legislation within Australia, will be counted effective from 1 September 1991. Employees moving from one classification level up to another will commence on the first year of service rate of the higher classification.
   iv Disputes re Incremental Level - Any dispute relating to appropriate incremental level will be referred in the first instance to the Joint Validation Committee as defined in clause S20.1.1 (Definitions).
   v Credit for Previous Experience –
      • An employee who has been away from the Child Care Industry for 3 years or less will return at the same level of experience at which the employee was at when leaving the industry.
         For any absence of 3 years or part thereof over and above the period of 3 years referred to in clause S20.3.1(c)(v), one year will be deducted from the actual years of experience fulfilled.
      • A teacher on a second or subsequent engagement will be given full credit for previous experience in any educational institution, crèche or child care centre for which the required qualification is a Kindergarten Teacher's Diploma or the equivalent (within Australia).
      • Following termination of employment for any reason an employer will, upon demand, supply to a former employee a certificate of service, in writing, which certificate will amongst other things, specify the period of service of such employee and the classification level at which such employee was employed from time to time.

d Allowances
   i Broken shift allowance

e Employees, other than casual employees, required to report to work twice per day will be paid the following extra rate:

<table>
<thead>
<tr>
<th></th>
<th>Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broken Shift Allowance</td>
<td>$11.13</td>
</tr>
</tbody>
</table>

343
f  Travel allowance

Where an employee is required to use a private motor vehicle on official business, such employee will be paid a travel allowance of 30 cents per kilometre.

g  Telephone allowance

Employees required to make business calls on their private telephone or on a public telephone will be reimbursed the cost of such call.

h  Adults - Adult employees employed outside the Eastern District of the Southern Division will be paid the following amounts in addition to the rates of wages prescribed by clause S20.3.1 (Wage Rates) for employees employed within that District:

<table>
<thead>
<tr>
<th>District</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Division, Eastern District</td>
<td>1.05</td>
</tr>
<tr>
<td>Northern Division, Western District</td>
<td>3.25</td>
</tr>
<tr>
<td>Mackay Division</td>
<td>0.90</td>
</tr>
<tr>
<td>Southern Division, Western District</td>
<td>1.05</td>
</tr>
</tbody>
</table>

i  Juniors - Junior employees likewise situated will be paid, in addition to the rates of wages prescribed by clause S20.3.1(b), amounts calculated by applying the scale of percentages set out in clause S20.3.1(b) to the prescriptions contained in clause S20.3.3(a).

S20.4  PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

S20.4.1  Hours of work

a  Hours of work - other than outside School hours and vacation care –

i  38 hours of work

- The ordinary hours of work excluding meal breaks will be an average of 38 hours per week to be worked as follows:
  1. 38 hours within a work cycle not exceeding 7 consecutive days; or
  2. 76 hours within a work cycle not exceeding 14 consecutive days; or
  3. 152 hours within a work cycle not exceeding 28 consecutive days.

- The 38 hour week will be based on one of the following:
  1. by employees working less than 8 ordinary hours each day; or
  2. by employees working less than 8 ordinary hours one or more days each work cycle; or
  3. by fixing one or more work days on which all employees will be off during a particular work cycle; or
  4. by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

The method of implementation of the 38 hour week shall be agreed between the employer and the majority of employees in accordance with Appendix A to this Schedule.

- Where the arrangement of ordinary hours of work provides for a rostered day
off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the day on which the first rostered day off was accrued.

ii Except as hereinafter provided, such ordinary working hours will be worked between 6.00 a.m. and 7.00 p.m. on Monday to Friday inclusive and will not exceed 8 ordinary hours per day.

iii An employee may, by agreement with the employer, work up to a maximum of 10 ordinary hours per day.

iv The Union may agree in writing with any employer upon ordinary working hours to be worked outside the time specified in clause S20.4.1(a)(i).

v Non-Contact Time - Teachers –

A Full-time Teachers will not be required to teach an Educational Program for children for more than 27 1/2 hours per week. Subject to clause S20.4.1(a)(v) Teachers may be engaged in supervising children during their remaining ordinary hours of duty.

B Teachers will be provided with 2 hours of paid time per week to plan and prepare the educational programs which they are required to deliver and to give guidance, advice and assistance to other staff within Child Care Centres in the preparation and conduct of their developmental programs. The 2 hours per week is not to be part of the 27.5 hours per week that a Teacher may be required to teach. The Teacher is to be free of all other duties during this planning and preparation time.

b Hours of Work - Outside School Hours Care and Vacation Care –

i Outside School Hours Care –

- The ordinary working hours will not exceed 38 hours in any one week and will be worked Monday to Friday inclusive.

- An employee other than a full-time employee will be engaged for a minimum period of 2 hours per day:

  Provided that the 2 hours may be broken into 2 periods of not less than 1 hour.

- Such ordinary working hours will be worked between the hours of 6.00 a.m. and 7.00 p.m. for which the Broken Shift Allowance specified in clause S20.3.1(d)(i) will be paid if employees report for work twice per day.

- Where co-ordinators are required wholly or mainly to supervise children during the operative hours of the program and are required to perform administrative duties in relation to the Outside School Hours Care program, they will be employed for additional time to perform these duties. This additional time will be the equivalent of not less than 15 minutes per hour, for each hour of contact time with the children.

- Where employees are required to prepare equipment and facilities for the Outside School Hours Care program, they will be allowed adequate paid time to perform these duties.

c Vacation Care –
The ordinary working hours will be worked continuously excluding meal breaks and will not exceed 38 hours in any one week:

Provided that where there is agreement between the employer and the employee the ordinary working hours will not exceed 10 in any one day.

Such ordinary working hours will be worked between 6.00 a.m. and 7.00 p.m. Monday to Friday, inclusive.

Where employees are required to prepare equipment and facilities, or perform administrative duties for the Vacation Care program they will be allowed adequate paid time to perform these duties.

Rosters –
Where the employer prescribes the ordinary working hours for employees by way of a roster, 12 hours' notice of any change of roster will be provided to the employees:
Provided however, that in the cases of sickness, unplanned absenteeism or where the employer and the employees concerned mutually agree, the roster may be changed with less than 12 hours' notice.

**S20.4.2 Overtime**

a Except as hereinafter provided, all time required to be worked outside or in excess of the ordinary hours of work prescribed by this Schedule, or outside of an employee's usual commencing and ceasing times, will be deemed to be overtime and will be paid for at the rate of time and a half for the first 3 hours and double time thereafter.

b All overtime worked on a Sunday will be paid for at the rate of double time, and all overtime worked on a Saturday or Sunday will be paid for with a minimum payment as for 2 hours' work.

c An employee recalled from home to work overtime, after having left the premises of the employer, will be paid a minimum of 2 hours at overtime rates.

d In the computation of overtime payments, any part of a quarter of an hour worked on any one day will count as a full quarter-hour worked.

e In lieu of the provisions contained in clauses S20.4.2(a), S20.4.2(b) and S20.4.2(c) above, the employer and an employee may agree that overtime may be taken as time off in lieu of payment.

f Where there is agreement for the taking of time off in lieu of overtime, such time off will be calculated on a time for time basis according to the number of overtime hours that the employee worked. Such time off in lieu will be taken at a mutually agreed time within 30 days of accrual:
Provided that where an employee terminates or is terminated, payment of any accrued time off in lieu will be paid at the appropriate overtime rate. Subject to mutual agreement between the employer and the employee directly affected, the time off in lieu may be added to an employee's annual leave. A record of time accrued and time taken off in lieu will be kept by the employer.

g A maximum of 4 hours per day calculated in accordance with clause S20.4.2(f) above and 12 hours per week may be taken as time off in lieu.

**S20.4.3 Meal breaks**

a Except as hereinafter provided when an employee is employed for at least 6 hours, such employee will be allowed not less than 30 minutes and not more than one hour
for a meal not later than 5 hours after commencing work:

Provided that in lieu of the foregoing, by mutual agreement between an employee and the employer an employee may be allowed a paid crib break of one-half hour, such period to be counted as time worked where the employee may be required to supervise children.

b If an employee is required to work through the meal period, other than as prescribed in the proviso to clause S20.4.3(a), the time worked will be deemed to be overtime and paid for at the rate of double time and such double time payment will continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay will be made.

c Any employee who is required to continue working for more than 2 hours beyond the ordinary ceasing time will be provided with an adequate meal by the employer or paid an amount of $9.60 in lieu thereof:

d Provided that where an employee has provided their own meal because of receipt of notice to work overtime and such overtime is not worked, they will be paid $9.60 for any meal so provided.

S20.4.4 Rest pauses

a Weekly employees - Weekly employees will receive a rest pause of 10 minutes' duration in the first half and the second half of each day worked.

b Casual employees - Casual employees who work a minimum of 4 consecutive ordinary hours but less than 7.6 consecutive ordinary hours, will receive a rest pause of 10' minutes duration. Employees who work a minimum of 7.6 consecutive ordinary hours will receive a rest pause of 10 minutes’ duration in the first half and the second half of the period worked.

c Rest pauses will be taken in the employer’s time.

d Rest pauses will be taken at times to suit the employer and where the employees agree the rest pauses may be combined so that the employee has one rest pause of 20 minutes' duration each day.

S20.4.5 Start and finish times

Employers and employees will strictly adhere to start and finish times.

S20.4.6 Payment for meetings

a In each calendar month, where an employee is expected by the employer to attend a meeting or meetings, outside of the employee's ordinary paid working hours and/or usual commencing or ceasing time, such attendance shall be paid for at a minimum rate of:
   i single time for the first 11/2 hours;
   ii time and a half for all time in excess of 11/2 hours and up to and including 3 hours;
   iii double time for all time in excess of 3 hours; or
   iv the actual remuneration being paid for such attendance by the employer prior to 27 June 2006, whichever is the greater.

b In clause S20.4.6, "meeting" includes, but is not limited to, staff meetings, meetings to discuss accreditation requirements, meetings with parents and meetings where training is delivered.
S20.5 PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

S20.5.1 Annual leave

a  Period of annual leave –

Every employee (other than a casual employee) covered by this Schedule will at the end of each year of employment be entitled to 4 weeks annual leave on full pay as set out hereunder.

Unless the employee will otherwise agree, the employer will give the employee at least 14 days' notice of the date from which annual leave will be taken.

Such annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and will be paid by the employer in advance –

In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Schedule at the excess rate; and

i  In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Schedule.

ii  If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the holiday to the employee from the date of the termination of the employment and will forthwith pay to the employee, in addition to all other amounts due, such employee’s pay, calculated in accordance with clause S20.5.1(b), for 4 weeks and also such employee's ordinary pay for any public holiday occurring during such period of 4 weeks.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid in addition to all other amounts due, an amount equal to 1/12th of such employee's pay for the period of employment calculated in accordance with clause S20.5.1(b).

Except as hereinbefore provided it will not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

Part-time employees will be entitled to pro rata annual leave based upon the average number of hours worked per week.

b  Calculation of annual leave Pay –

In respect to annual leave entitlements to which clause S20.5.1 applies, annual leave pay (including any proportionate payments) will be calculated as follows:

i  All employees - Subject to provisions of clause S20.5.1(b)(ii), in no case will the payment by an employer to an employee be less than the sum of the following amounts:

   •  The employee's ordinary wage rate as prescribed by Schedule 1 for the period of the annual leave.
   
   •  A further amount calculated at the rate of 17 1/2% of the amounts referred to above.

ii  The provisions of clause S20.5.1(b)(ii) will not apply to:

   •  Any period or periods of annual leave exceeding 4 weeks.
   
   •  Employers (and their employees) who are already paying or receiving an annual
leave bonus, loading or other annual leave payment which is not less favourable to employees.

S20.5.2 Sick leave

a Entitlement

i Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.

Provided that part-time employees accrue sick leave on a proportional basis.

ii This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.

iii Payment for sick leave will be made based on the number of hours which would have been worked if the employee were not absent on sick leave.

iv Sick leave may be taken for part of a day.

v Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

b Employee must give notice

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

c Evidence supporting a claim

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

d Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

i The employee is absent from work on unpaid leave granted by the employer;

ii The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

iii The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

e Workers' compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

f Absenteeism counselling

Where an employer identifies an employee who is taking higher than average sick leave entitlements, the employer may implement the following procedure:

Contact the Union or the employee's nominated representative and within one month
the Union organiser or other officer of the Union will be available to conduct a
counselling session jointly with the employer representative for the employee in
question.

g  Single day absences

An employee will not be entitled to single days of paid sick leave on more than 3
occasions in any one year of service unless the employee produces to the employer
(immediately upon return to work) a certificate from a qualified medical practitioner to
the effect that the employee is unfit for duty on account of personal illness or injury by
accident.

S20.5.3 Public holidays

a  All work done by any employee on:

   1st January;
   26th January;
   Good Friday;
   Easter Saturday (the day after Good Friday);
   Easter Monday;
   25th April (Anzac Day);
   Birthday of the Sovereign;
   Christmas Day;
   Boxing Day; or
   any day appointed under the Holidays Act 1983 (Queensland), to be kept in
place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

b  Labour Day

All employees covered by this Schedule will be entitled to be paid a full day's wage for
Labour Day (the first Monday in May or other day appointed under the Holidays Act
1983 (Queensland), to be kept in place of that holiday) irrespective of the fact that no
work may be performed on such day and if any employee concerned actually works on
Labour Day, such employee will be paid a full day's wage for that day and in addition a
payment for the time actually worked at one and a-half times the ordinary rate
prescribed for such work with a minimum of 4 hours.

c  Annual show

Subject to the provisions of clause S20.5.3(f), all work done by employees in a district
specified from time to time by the Minister by notification published in the Industrial
Gazette on the day appointed under the Holidays Act 1983 (Queensland), to be kept as
a holiday in relation to the annual agricultural, horticultural or industrial show held at
the principal city or town, as specified in such notification, of such district will be paid
for at the rate of double time and a-half with a minimum of 4 hours:

In a district in which a holiday is not appointed for an annual agricultural, horticultural
or industrial show, the employee and employer must agree on an ordinary working day
that is to be treated as a show holiday for all purposes:

Provided that all time worked on any of the aforesaid holidays outside the ordinary
starting and ceasing times prescribed by this Schedule for the day of the week on which
such holiday falls will be paid for at double the rate prescribed by this Schedule for such
time when worked outside the ordinary starting and ceasing times on an ordinary
working day.
d Double time and a-half

For the purposes of clause S20.5.3, where the rate of wages is a weekly rate, "double time and a-half" will mean one and a-half days wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

e Part-time employees

A part-time employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, will be paid for the hours which would normally have been worked on that day.

f Substitution

Notwithstanding the provisions of clause S20.5.3, the employer and the majority of employees involved may agree to substitute the public holidays usually observed as the local show day in clause S20.5.3(c) with another ordinary day and all work performed on the gazetted public holiday will be at ordinary rates and work performed on the substituted day will be deemed to be work performed on the public holiday and paid in accordance with clause S20.5.3(c).

g Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, will be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

S20.5.4 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-Schedule payment.

"Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift
allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

S20.6 Part 6 - Training and related matters

S20.6.1 Training

a The parties to this Schedule recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Schedule, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

i developing a more highly skilled and flexible workforce;

ii providing employees with career opportunities through appropriate training to acquire additional skills; and

iii removing barriers to the use of skills acquired.

S20.6.2 Professional development leave – Teachers

Teachers will be provided with 5 paid days per annum professional development leave in addition to annual leave.

Three of these days will be structured professional development days designated by the employer. A Teacher will be required to attend the equivalent of the other 2 days at a time mutually agreed between the Teacher and the employer.

S20.6.3 Apprentices and trainees

a Introduction of additional training and wage progression conditions for apprentices and trainees

With the introduction of new training and wage progression structures, employers, the relevant Union/s, apprentices and trainees will co-operate to achieve its effective introduction.

This process will require the parties to:

i familiarise themselves with the new training qualifications;

ii examine the outcomes and impact associated with the National review of the Community Services Training Package;

• where relevant, transfer current employees, apprentices and trainees from their existing wage level to their appropriate new wage level;

• ensure that the new training and wage progression structure is implemented;

• ensure that students and apprentices and trainees who enter an apprenticeship or traineeship by way of conversion from a previous Training Contract are appropriately classified according to their qualification and aggregated periods of time served under previous Training Contracts or indenture;

• identify and resolve any problems created by the transition;

• inform their industrial representatives of any problems encountered or envisaged; and

• resolve any difficulties or problems associated with the implementation of the new training and wage progression structure in accordance with - clause 2.3 of this Agreement;
b Objectives

The objectives of this Part are to establish a training and wages framework for persons undertaking training or an apprenticeship or traineeship, including those apprenticeships and traineeships that are in accordance with qualifications within the Community Services Training Package approved or recognised by the Training Recognition Council.

It is acknowledged that the qualifications that support the child care industry are under continuous review and that they may result in amendments to this Part from time to time.

The arrangements within this Part are not to be regarded as a precedent in any other proceeding by any party or in any other proceeding whatsoever.

c Application

This Part will apply to all apprentices and trainees who are registered with the Training Recognition Council.

d Definitions

i "Act" will mean the Training and Employment Act 2000 (Queensland) (for the purposes of clause S20.6.3)

ii "Community Services Training Package" will mean a series of industry based and nationally recognised qualifications, competency standards and assessment guidelines that are endorsed by the Australian Quality Training Framework. The Community Services Package may also be supported by non-endorsed components such as learning strategies, assessment resources and professional development materials.

iii "Competencies" will mean the units and elements of competence to be achieved by an apprentice or trainee as specified in the relevant Community Services Training Package qualification or other qualification approved by the Training Recognition Council.

iv "Part-Time Apprentice or Trainee" will mean an apprentice or trainee who undertakes an apprenticeship or traineeship on a part-time basis in accordance with clause S20.6.3(f)(i).

v "Qualification" will mean a qualification approved by the Training Recognition Council within the meaning of the Child Care Act 1991 (Queensland) and issued by the relevant Supervising Registered Training Organisation.

vi "Recognition of Prior Learning" will mean the process whereby competencies already attained by an individual (for example, through formal and informal training, work or life experiences) can be assessed and recognised as fulfilling certain components or competencies of the qualification.

vii "School-based apprentice or trainee" will mean a secondary school student who is 17 years of age or older who has entered into a Training Contract with an employer that also involves an arrangement with the school and/or institution in accordance with clause S20.6.3(f)(iii).

viii "Supervising Registered Training Organisation" will mean an organisation such as a secondary school, TAFE or a private provider that meets the registration requirements within the Child Care Act 1991 (Queensland) with respect to the delivery of particular qualifications and the assessment of the achievement of
competence.

ix "Training Recognition Council" will bear the meaning and powers as defined in the Child Care Act 1991 (Queensland).

x "Training Contract" will bear the meaning contained in the Child Care Act 1991 (Queensland) and will include any other Training Contract or indenture recognised by the Training Recognition Council.

xi "Training Plan" will mean a structured plan to enable an apprentice or trainee to attain the competencies for a particular qualification. Training Plans will be developed by Supervising Registered Training Organisations, in conjunction with the employer and apprentice or trainee.

xii "Training Record" will bear the meaning within the Child Care Act 1991 (Queensland).

e Training conditions

The apprentice or trainee will be permitted by the employer to undertake a qualification in accordance with the provisions of the Child Care Act 1991 (Queensland) and the delivery arrangements approved by the Training Recognition Council. This will involve progression through an individual Training Plan, which outlines agreed competencies, training methods and monitoring arrangements, which is developed in conjunction with the Supervising Registered Training Organisation.

On commencement the employer will request that the apprentice or trainee be assessed by the relevant Supervising Registered Training Organisation to determine the competencies possessed relative to the qualification to be undertaken. Such assessment outcomes will be identified in the apprentice's or trainee's Training Plan and/or Training Record.

Employers will provide adequate supervision for apprentices and trainees to the extent that each participant has the opportunity to ensure that all qualification outcomes are achieved. As a minimum, the ratio of adequately qualified supervisory staff to apprentices and trainees will be as follows:

i one qualified staff member (at AQF certificate level III or above) to a maximum of 2 trainees (or full-time equivalent thereof); and/or

ii one qualified staff member (at Diploma level or above) for each apprentice (or full-time equivalent).

In clause S20.6.3(e), supervisory staff will possess a qualification that is consistent with child care legislation for the classifications of:

i Group leader;

ii Assistant Director; or

iii Co-ordinator.

Officers of the Training Recognition Council will monitor the overall training program. The Training Plan and/or the training record may be utilised as part of this monitoring process.

It is the responsibility of the relevant Supervising Registered Training Organisation in conjunction with the employer, to conduct ongoing assessment of the apprentice or trainee. This ongoing assessment is to ensure that the apprentice or trainee is making adequate progress towards the achievement of competencies and associated minimum
Part-Time Apprentices/Trainees

An apprentice or trainee may be engaged on a part-time basis and be remunerated on a part-time basis in accordance with the provisions of this Part.

Notwithstanding the provisions of the Schedule, the ordinary hours of work including on and off-the-job training for a part-time apprentice or trainee will be employed and paid not less than an average of 15 hours per week over each 4 week period throughout the duration of the Training Contract.

A part-time apprentice or trainee will have regular hours of work, and will be rostered to work on a regular and continuous basis.

School-based Apprentices and Trainees

School-based apprenticeship or traineeship training arrangements require:

• that the apprentice or trainee be 17 years of age or older at the commencement of the apprenticeship or traineeship;

• a Training Contract, involving on-the-job training and productive work, signed by the employer and the apprentice or trainee and their guardian where appropriate;

• off-the-job training supervised through a Supervising Registered Training Organisation;

• that the student/employee attends secondary school and/or institution offering secondary courses; and

• progression towards the attainment of a senior secondary certificate and completion of or progress towards a nationally recognised vocational education and training qualification.

The minimum hours provided for part-time apprentices and trainees will not apply to school-based apprentices and trainees.

When a student ceases to be enrolled in a school and/or institution offering secondary courses and the student has not completed the apprenticeship/traineeship, they will continue as an apprentice or trainee in accordance with the Training Contract on either a full-time or part-time basis.

College Attendance and Rostered Days Off

Where an apprentice's or trainee's rostered day off, or days off, coincide with attendance at a course of instruction that leads to a qualification, the rostered day off will not be a rostered day off for the apprentice or trainee and will be substituted by one of the following methods:

• the equivalent of the time spent at the course of instruction may be added to apprentice or trainee’s annual leave (but does not attract leave loading);

• payment for the equivalent of the time spent at the course of instruction may be made to the apprentice or trainee on the next succeeding pay day;

• the apprentice or trainee may be allowed the equivalent of the time spent at the course of instruction in lieu of such rostered day off.
Unless otherwise agreed between the employer and the apprentice or trainee, such time in lieu will be taken within 28 days of the rostered day off falling due.

All other payments for college attendance will be consistent with the legislation.

g  **Existing employees**

In clause S20.6.3(g), "existing employee" will mean a person who has been employed for at least 3 months immediately prior to becoming an apprentice or trainee with the employer.

Existing employees may participate in apprenticeships and traineeships. An existing employee will not be required to serve any probationary period in relation to their contract of employment or for the purposes of the *Child Care Act 1991* (Queensland).

A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the employee's suitability for training under a Training Contract. Where the employee proves to be unsatisfactory for training under a Training Contract, the person will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

Where existing employees commence an apprenticeship or traineeship, the employer will endeavour to minimise any adverse affects on other employees. Additionally, such other employees will not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.

Existing employees will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee:

Provided that existing employees who were casually engaged prior to becoming employed as a full-time or part-time apprentice or trainee will not be entitled to retain their casual loading.

Existing employees whose Training Contract is completed or cancelled and subsequently remain in their employer’s employ, will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

They will only advance to an employment level commensurate with their qualification when a vacancy occurs in a position assigned to that level.

**Wages**

**Entry Wage Level and Transition Wage Arrangements**

Apprentices or trainees who enter an apprenticeship or traineeship by way of conversion from a previous Training Contract, whether fully or partly completed, will receive:

- the appropriate year/wage level previously attained and paid, whichever is the greater. In determining the appropriate year/wage level, aggregated periods of credit and time served under previous Training Contract/s will be taken into account.

- Where an apprentice or trainee transitions from one qualification to another within an existing Training Contract (e.g. Certificate III in Children’s Services Traineeship transitioned to Certificate III in Community Services (Children’s Services)), they will retain the wage level for the initial qualification undertaken as a minimum and progress thereafter in accordance with the minimum requirements for the new qualification.
Employers who object to the entry and transition wage rates provided for in accordance with clause S20.6.3(h) may progress the matter through clause 2.3 of this Agreement.

ii Wage Progressions

Progression through the Wage Levels will be based upon the completion of aggregated periods of time as specified in the relevant Table in clause S20.6.3(h) and/or recorded in the Training Plan and/or the Training Record.

Where the employer considers that the apprentice is failing to make reasonable progress, the employer will notify the Training Recognition Council in accordance with the provisions of section 82 of the Child Care Act 1991 (Queensland) before the completion of the aggregated period specified in the Table.

In this situation the apprentice will not progress automatically to the next Wage Level through the elapsing of the specified aggregated time. Progression thereafter will be on the achievement of competencies as managed by the Supervising Registered Training Organisation.

If an employer fails to notify the Training Recognition Council as specified above, the apprentice or trainee will progress to the next Wage Level at the completion of the aggregated period referred to in the relevant Table.

iii Wages and Other Conditions

- Trainees and apprentices in the first year of their nominal 3 year apprenticeship will be entitled to Wage Level 1 rates as follows:

**Wage Level 1**

<table>
<thead>
<tr>
<th>AGE</th>
<th>PERCENTAGE OF RELEVANT ADULT RATE *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 18 Years</td>
<td>55</td>
</tr>
<tr>
<td>18 and under 19 Years</td>
<td>65</td>
</tr>
<tr>
<td>19 and under 20 Years</td>
<td>75</td>
</tr>
<tr>
<td>20 and under 21 Years</td>
<td>85</td>
</tr>
<tr>
<td>Adults</td>
<td>80 (see Note 1 below)</td>
</tr>
</tbody>
</table>
Note: 1.*

The relevant adult rate for persons employed in the Other Than Outside School Hours sector will be as follows:

Adults - Children’s Services Worker - 1 Year Qualified - Year 1

All other ages - Assistant Children’s Services Worker - Unqualified - Year 1.

The Relevant Adult Rate for persons employed in the Outside School Hours Care and Vacation Care sector will be as follows:

Adults - Assistant - Year 2

All other ages - Assistant - Year 1.

- Apprentices in the second and third year of their nominal 3 year apprenticeship will be entitled to Wage Level 2 and 3 wages and progression as follows:

Wage Levels 2 and 3

<table>
<thead>
<tr>
<th>Wage Level</th>
<th>Minimum Training Requirements on Entry</th>
<th>% of Relevant Adult Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>On completion of an AQF Level III Certificate in child care traineeship or an aggregated period of 12 months after commencing the apprenticeship.</td>
<td>80</td>
</tr>
<tr>
<td>3</td>
<td>On completion of an aggregated period of 2 years after commencing the apprenticeship or 12 months at Wage Level 2, whichever is the earlier.</td>
<td>90</td>
</tr>
<tr>
<td>Exit (AQF Level V Diploma)</td>
<td>On completion of an aggregated period of 3 years after commencing the apprenticeship or 12 months at Wage Level 3, whichever is the earlier.</td>
<td>100</td>
</tr>
</tbody>
</table>
Note:

The Relevant Adult Rate for persons employed in the Other Than Outside School Hours Sector will be as follows:

Group Leader - 2 Year Qualified - Year 1

The Relevant Adult Rate for persons employed in the Outside School Hours Care and Vacation Care sector will be as follows:

Co-ordinator - Qualified - Year 1

iv Part-time and school-based apprentices/trainees

Wages for part-time and school-based apprentices and trainees will be based on the wage progression arrangements for apprentices and trainees calculated on a pro rata basis.

The part-time and school-based rate will be used as the ordinary time rate for the calculation of overtime, penalties and all other purposes of the Schedule:

Provided that a school-based apprentice or trainee will receive a loading of 19% of the ordinary time rate in consideration of non-payment for:

- time spent at school and/or institution or undertaking off-the-job training;
- annual leave;
- sick leave; and
- public holidays, where the school-based apprentice or trainee is not required to work on such days.

Where the Table in clause S20.6.3(h)(iii) specifies that the minimum training requirements of an apprenticeship will be based on the achievement of competencies or a period of aggregated time after commencing a wage level, the aggregated period of time specified refers to full-time apprentices and trainees.

For part-time apprentices and trainees, the minimum period of time specified for wage progression arrangements will be double that specified for full-time apprentices.

i Qualifications obtained through institutional training

Graduates of pre-trade or other institutionally delivered programs relevant to the child care industry up to the equivalent of an AQF Level III qualification will commence apprenticeships at Wage Level 1 and 6 months after commencing their apprenticeship, will progress to Wage Level 2.

S20.6.4 Training and related matters – General

a The parties commit themselves to continuing and upgrading the training provided to employees.

It is agreed that the parties will co-operate in ensuring that training is maintained and improved and that qualifications within the Community Services Training Package will be utilised and accessed where appropriate.

This training will form the basis of an enhanced career structure in the industry.

S20.6.5 Skill development courses

a Where a child care worker as defined in the Child Care Legislation attends a course or
conference relevant to their employment outside of ordinary working hours the employer is to:

i pay the cost of the course or conference;

ii provide transport to the course or conference or pay the allowance to the employee specified in clause S20.3.2(b) for travel to and from the conference;

iii pay all other expenses associated with attending the course or conference, including accommodation expenses.

b Time spent travelling to and attending courses/conferences outside of ordinary working hours is unpaid time.

c Where a child care worker as defined in the Child Care Legislation attends a course or conference relevant to their employment during ordinary working hours, the employee shall not suffer any loss of pay.

d The employer is not to unreasonably withhold permission for an employee to attend a course/conference either during or outside ordinary working hours.

S20.6.6 Financial assistance to obtain qualifications

a Clause S20.6.6 does not apply to qualifications undertaken as part of a traineeship or apprenticeship under the Vocational Education, Training and Employment Act 2000 (Queensland).

b Where there is a mandatory requirement for the employee to possess or enrol in a Certificate III in Children's Services or where the employer requires and/or approves an employee to undertake other studies such as a Diploma or higher qualification in Children's Services or Education, the following will apply:

i Financial assistance to undertake a Diploma or higher qualification is dependant on the employer requiring or approving the child care worker to undertake the applicable course.

ii Where the employee undertakes a Certificate III, Diploma or higher qualification then the employer shall contribute 50% of the approved course in 2 equal instalments; 25% on commencement and 25% on completion, subject to satisfactory proof of successful completion of the course being provided to the employer.

iii The employee will refund the employer the initial 25% paid if the course is not completed unless it is not completed for unforeseen circumstances e.g. serious illness, family bereavement or other reasons which are no less compelling. Such reimbursements shall be paid under mutually agreed arrangements between the employee and the employer.

iv Unless an agreement is reached between the employer and the employee that the employer will pay the training costs directly to the training provider, the employee will pay for the course and be reimbursed by the employer. Such reimbursement will be made to the employee within 14 days of proof to the employer of the initial payment being made by the employee and proof of successful completion of the course, respectively.

v The employer shall reimburse the employee 50% of the cost of the prescribed textbooks and other prescribed course materials. Such reimbursement will be made to the employee within 14 days of the production of the receipts.

vi Where any disputes arise over financial assistance then the grievance procedure
S20.7 PART 7 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

S20.7.1 First aid kit

A first-aid cabinet will be available for employees in cases of accidents. Such first-aid cabinet will be kept and maintained in accordance with the provisions of the Workplace Health and Safety Act 1995 (Queensland), relating to such first-aid cabinets.

S20.7.2 Uniforms

Where employees are required to wear uniforms and/or aprons, such uniforms and/or aprons will be supplied, maintained and laundered at the employer’s expense and will remain the property of the employer:

Provided that where, by mutual agreement, an employee launders such items of clothing, the employee will be paid an allowance of $2.00 per week on that account or 40¢ per day for part-time or casual employees.

S20.7.3 Dressing accommodation

The employer will provide the employees with reasonable accommodation for dressing purposes.
SCHEDULE 21 – MISCELLANEOUS PROVISIONS FROM PREVIOUS AGREEMENTS

S21 Miscellaneous Provisions from Previous Agreements

S21.1 Participation in planning, pastoral and curriculum matters

S21.1.1 The provisions of this clause apply to employees of All Hallows’ School.

a It is agreed that participation in planning, pastoral and curriculum matters is an important element in maintaining the efficient and effective operation of the school.

b The Employer recognises the professional commitment of teachers who often provide their services, on a voluntary basis, in excess of the hours specified in Clause 7.8 of this agreement.

c For All Hallows’ School, it is agreed that where reasonable and where necessary, and by consultation with, and mutual agreement from the teaching staff affected, meetings and tasks outside the provision of Clause 7.8 may occur for professional development of staff, planning, curriculum and pastoral matters. Implementation of these provisions will be determined by a consultative process at the school level. Staff may, at any time, exercise their right to consult with their Union on the Industrial implications of any proposals. The operation of this clause is subject to the Clause 2.3 Procedures for Preventing and Settling Disputes.

d Having reached agreement through the process outlined in clause 2.1, attendance at such meetings and the performance of such tasks shall not be unreasonably withheld by the teaching staff affected.

e It is agreed that this provision is not be read as a variation of Clause 7.8 of this Agreement but rather recognises the professional commitment of the teaching staff.

S21.1.2 This clause applies to Mt Alvernia College, St Rita’s College. St Ursula’s College Toowoomba and St Ursula’s College Yeppoon.

a The Parties agree that participation in planning, curriculum and pastoral meeting is an important element in maintaining the efficiency and effective operation of the College, and in meeting the objectives of the College Mission Statement.

b The Parties agree that where necessary, and by consultation with, and agreement from the teaching staff affected, meetings outside the provisions of the Schedule 5 Hours of Duty (Teachers) may occur for planning, curriculum and pastoral needs. In these circumstances additional hours of duty will be worked. Agreement to attend these meetings shall not be unreasonably withheld by the teaching staff affected.

S21.1.3 This clause applies only to Mt Alvernia College, St Ursula’s College Toowoomba and St Ursula’s College Yeppoon.

It is agreed that this provision is not to be read as a variation of the Schedule 5 - Hours of Duty (Teachers), but rather recognises a determination by teaching staff affected to meet these needs as part of their professional commitment.

S21.1.4 This clause applies only to St Rita’s College.

In accordance with current practice it is anticipated that the majority of these meetings will be organised through the College middle management as part of their delegated responsibilities from the Employer. The parties agree that this provision is not be read as a variation of the Schedule 5 - Hours of Duty (Teachers), but rather recognises a determination by teaching staff affected to meet these needs as part of their
professional commitment.

S21.1.5 *This clause applies only to Mt. St. Michaels College.*

It is agreed that participation in staff and management meetings is an important element in maintaining the efficient and effective operation of the College, and meet the objectives of the College’s Mission Statement.

S21.2 *Pastoral Care Responsibilities*

*This clause applies to the following Employing Authorities: Mary MacKillop College, Downlands College, Iona College, Marist College, Padua College and Christian Brothers Schools/Colleges, Villanova College.*

a The parties to the Agreement acknowledge the importance of the pastoral care role each member of staff has towards the students placed in the care of the College/School. It is agreed that staff have a responsibility to:

b always act and speak with students in ways that uphold the Mission Statement of the College/School. For Christian Brothers Schools/Colleges this includes modelling the high standards contained in the ‘Edmund Rice Education Statement’.

c participate to a level appropriate to the position held, in College/School pastoral care programs by contributing towards the program, and by participating in the pastoral group with students.

d Any such involvement shall be consistent with the Schedule 5 - Hours of Duty (Teachers).

e For Christian Brothers Schools it is agreed that staff also have the responsibility to liaise with parents with respect to welfare and progress of each student in the assigned pastoral care group. Involvement in pastoral care activities shall be consistent with the Schedule 5 - Hours of Duty (Teachers).

S21.3 *Pupil Free and Staff Days*

S21.3.1 *This clause applies only to Lourdes Hill College.*

a The Parties recognise that professional development and continuity of classroom contact are number and distribution of staff and pupil free days enhances those outcomes.

b A week of non-teaching activities during the first week of Term 3 will be scheduled. This will include activities such as professional development, industry placement and curriculum development opportunities and preparation and correction time for staff as well as student based activities. The program for this week will be determined and reviewed in consultation with staff.

c This will not result in a reduction in the number of student contact days.

d For the purposes of this provision, “pupil free days” are days during term on which pupils do not attend college and “staff days” are days during vacation periods on which staff attend college for professional development, training or non-teaching activities associated with the College’s operation.

S21.3.2 *This clause applies only to Mt. St. Michaels College.*

a The Parties recognise that professional development is an important element in achieving the College’s Mission and Objectives. With a view to enhancing professional development outcomes the employer and employees agree to negotiate, at a college level, the number and distribution of staff and pupil free days required to meet
A person recognises that professional development is an important element in achieving the College’s Mission and Objectives. With a view to enhancing professional development outcomes, the Parties agree to negotiate, at the College level, the number and distribution of staff and pupil free days required to meet professional development and other College requirements.

b For the purpose of this provision “Pupil Free Days” are days during term on which pupils do not attend college and “Staff Days” are days during vacation periods on which staff attend college for professional development training or non-teaching activities associated with the College’s operations.

c Current practice is three (3) days in January, and one (1) day on Holy Thursday. Pupil Free Days will be held on the first day of Terms 1 and 3, the Monday following Open Day, the designated Panel Day, Year 12 Graduation Day in Term 4 and the week following the end of the college year for students.

S21.3.3 This clause applies only to Iona College, Ashgrove College, Padua College and Villanova College.

a The Parties recognise that professional development is an important element in achieving the College’s Mission and Objectives. With a view to enhancing professional development outcomes, the Parties agree to negotiate, at the College level, the number and distribution of staff and pupil free days required to meet professional development and other College requirements.

b For the purpose of this provision “pupil free days” are days during term on which pupils do not attend College and “staff days” are days at the beginning and/or end of vacation periods on which staff attend College for professional development training or non-teaching activities associated with the College’s operations.

c The program of three (3) days shall be determined through consultation with employees and would generally involve no more than one (1) day of externally facilitated, whole-staff Professional Development activities.

S21.3.4 This clause applies only to Brigidine College.

a The Parties recognise that professional development is an important element in achieving the College’s mission.

b They acknowledge the need for reflection and preparation, particularly prior to the commencement of a semester’s work. The Employees agree to participate in three (3) days of in-service and preparation (normally on the Wednesday, Thursday and Friday) in the week before classes recommence, in January of each year. These three (3) days are in addition to any existing arrangement.

c The program of three (3) days shall be determined through consultation with employees and would generally involve no more than one (1) day of externally facilitated, whole-staff Professional Development activities.

S21.3.5 This clause applies only to St. Ursula’s College Yeppoon.

a The Parties recognise that professional development is an important element in achieving the College’s mission and objectives.

b For the purpose of this provision “Pupil Free Days” are days during term on which pupils do not attend college and “Staff Days” are the gazetted days during vacation periods on which staff attend college for professional development training or non-teaching activities associated with the College’s operations.

c The Parties agree that, in addition to the three (3) gazetted Staff Days and the four (4) Pupil Free Days taken by the Rockhampton Diocesan Schools, out of the remaining Pupil Free Days created by the Boarding School Holiday, four (4) days be set aside for professional development. The allocation of these days and the form of professional development shall be negotiated with staff and College management.

d The Parties agree to the practice of meeting with parents for up to three (3) hours per day on each of the following weekends:
e. on the weekend prior to the commencement of college;

f. on Speech weekend;

g. on one other weekend negotiated between management and staff.

h. In recognition of this, three (3) of the remaining Pupil Free days created by Boarding School holidays shall be granted as leave, the dates of which will be negotiated annually.

**S21.3.6 This provision applies to Stuartholme School only.**

a. Teaching staff will be entitled to four days additional vacation, at the Easter vacation. Teaching staff will, in lieu, be required to attend work for administration and/or professional development purposes on the Monday and Tuesday of the first week of the June/July vacation and two days to be negotiated from time to time, falling in the week following the end of the school year in December or in the week prior to the commencement of the school year.

S21.4 Boarding Staff Commitment

**S21.4.1 This clause applies to St Ursula’s College, Toowoomba only.**

The Boarding Staff agree to be available, on a rostered basis, as needed on ‘Home Weekends’ (once per term), when a small number of students are unable to go away from the College for the weekend. This will happen at most, once per year, and will not affect regular days off.

Again, on a rostered basis, one member of staff will remain on duty overnight on the last night of term or return during the afternoon on the day before term begins to cater for the varying travel departures and arrival times for students.

The Boarding Staff see this as an implication and extension of their care for the students.

**S21.4.2 Clauses applying to Stuartholme School only**

a. Camp Activities

Staff involved in camps and similar activities shall be paid a living away from home allowance at the rate of 20% of their ordinary daily rate for each day so involved.

b. Higher Degrees

A teacher who holds a Masters Degree or a PhD from a recognized university shall be granted an allowance of $2874 (2009), $2989 (2010) and 3108 (2011) per annum above any other allowance in recognition of advanced academic standing.

Such an allowance will be subject to the same percentage increases as apply to other allowances.

c. State and National Representation

Staff absent on State and National sporting and other representative duties associated with the staff member’s professional role shall be granted paid leave.

d. Renewal Leave for Teaching Staff

Teaching employees may make application for Renewal Leave for a period of up to one full year away from work to pursue activities such as further education, professional experience, employment in other industries, and approved study.

Renewal leave recognizes that the quality of teaching and learning educational
outcomes may be enhanced by experiences out of the school environment.

Renewal Leave is by negotiation with the principal and is granted at the employer’s discretion.

e  Additional Negotiated Professional Development

Staff commit themselves to undertaking up to 16 hours of additional negotiated professional development per annum, (calculated on a pro rata basis for part-time staff). This time is to be used for:

i  ‘twilight’ programmes on a whole or part school, or whole/part department basis to a maximum of 6 hours per annum;

ii  Negotiated and agreed programmes of either an individual or group nature.

f  Class sizes

Notwithstanding the provisions of Clause 7.10 of this Agreement, optimum class size should not exceed 30 students in Years 8 and 9, 28 students in Year 10 and 25 students in Years 11 and 12.

g  Release Time for Curriculum and Program Writing

Time release shall be provided to staff involved in writing work programs for new and existing subjects including TAFE accredited programs where this is a compulsory requirement of an external accrediting body such as the Queensland Studies Authority of TAFE provider. The quantum of time release and the timing of this release shall be negotiated between the staff member or members and Senior Management but shall not be less than 2 days per program.
SCHEDULE 22 – LONG SERVICE LEAVE

S22  Long Service Leave

S22.1  Application of Schedule

Schedule 22 shall apply to all teachers employed in schools conducted by Catholic Education Employing Authorities but shall not apply to such teachers as are in Holy Orders or are members of a recognised Religious Teaching Order.

S22.2  This Schedule shall be read subject to the provisions of this Agreement.

S22.3  Definitions

a  "Eligible service" means continuous service with the employer as from 1st January, 1982, and where a teacher is employed by a school at that date it shall include all continuous service at that school as from 1st January, 1975.

b  Long service leave entitlements not to be reduced

c  Nothing in Schedule 22 shall be deemed or construed to diminish the conditions of long service leave any teacher was receiving prior to the date of coming into operation of Schedule 22.

S22.4  Amount of long service leave

a  A teacher shall be entitled to long service leave on full pay in respect of eligible service and the amount and further amounts of that long service leave shall be as follows:

i  In respect of eligible service completed prior to the date of commencement in accordance with the Act.

ii  In respect of 10 years' eligible service undertaken as from the dates specified from the various individual Employers hereunder-13 weeks' long service leave.

b  As from 1st January, 1973-Teachers employed by the Sacred Heart Fathers;

c  As from 1st January, 1982-Teachers employed by the Augustinian Friars, Brigidine Sisters, Christian Brothers, De La Salle Brothers, Franciscan Friars, Franciscan Sisters, Good Samaritan Sisters, Loreto Sisters, Marist Brothers, Mercy Sisters (All Hallows), Oblates of Mary Immaculate, Presentation sisters, sisters of Charity, Sisters of the Sacred Heart of Jesus, Ursuline Sisters;

d  As from 1st January, 1983-Teachers employed by the Mercy Sisters (Cairns);

e  As from 1st January, 1985-Teachers employed by the Directors of Catholic Education of the Archdiocese of Brisbane and of the Dioceses of Cairns, Rockhampton, Toowoomba and Townsville, Josephite Sisters, Mercy Sisters (Rockhampton), Mercy Sisters (Townsville).

f  In respect of a further or subsequent 10 years' eligible service completed after the date of commencement-13 weeks long service leave.

S22.5  Mode of taking leave

a  A teacher may apply to take long service leave as from the date of commencement in respect of 10 years of continuous service notwithstanding the fact that the period of leave entitlement accrued may be less than 13 weeks.

b  An employer may direct a teacher to take the full period of long service leave accrued
within 12 calendar months of the date upon which the teacher's accrued entitlement reaches 13 weeks and the teacher shall so take that leave.

c. The minimum and maximum periods of leave that may be taken shall be 4 weeks and 13 weeks respectively, with the proviso that where a teacher has accrued 26 weeks leave entitlement at the date of commencement, the teacher shall be granted leave up to a maximum at one time of 26 weeks.

d. A teacher shall give at least 6 calendar months' notice in writing of the teacher's intention to take leave, and an employer shall give at least 6 calendar months' notice in writing of the direction to take leave, with the proviso that where the eligible service shall have been served with 2 or more employers, the period of notice shall be 9 calendar months for either party.

**S22.6 Payment in lieu**

Payment in lieu of leave shall be made in accordance with the entitlements granted by Schedule 8, and according to the Act.

**S22.7 Financial provisions**

An employer shall be liable as between itself and a teacher or a personal representative to pay the whole of the amount to which a teacher or the teacher's personal representative is entitled by way of payment for long service leave.

**S22.8 Transitional arrangements**

Where a teacher ceases employment with the employer prior to 1st January, 1985, and thereby payment in lieu of long service leave is made, the operative date for the calculation of eligible service as in clause S22.3(a) shall be the date of commencing continuous service at the school by which the teacher was employed at 1st January, 1982, notwithstanding that such date may be prior to 1st January, 1975.

**S22.9 Date of operation**

Schedule 22 takes effect from 30 June 2005. Schedule 22 replaces the Teachers-Catholic Schools (Long Service Leave Scheme) Industrial Agreement.
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<td>IRENE SLOAN</td>
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Signed for and on behalf of the Brigidine College, Indooroopilly
(ABN 89 109 598 905)

Postal Address
Brigidine College
PO Box 475
INDOOROOPILLY QLD 4068

Theresa Margaret Creagh
(print name)

Chair of Board
(position)

In the presence of:

JAN NEUMANN
(print name)

(witness to sign)

PRINCIPAL
(position)
Signed for and on behalf of the Downlands College
(ABN 96 071 878 478)

Postal Address
PO Box 250
TOOWOOMBA QLD 4350

In the presence of:

[signature]

John Muldooney MSC
(print name)

Principal
(position)

[signature]

O. M. C.
(witness to sign)

DEBBIE CARPENTER
(print name)

PRINCIPAL'S ASSISTANT
(position)
Signed for and on behalf of the Iona College Limited
(ABN 32 127 678 675)

Postal Address
C/- Iona College
PO Box 351
WYNNUM QLD 4178

(signature)

(witness to sign)

FR PETER G. DOAK UMI
(print name)

RECTOR
(position)

Dorothy Watkinson
(print name)

EXECUTIVE ASSISTANT
(position)
Signed for and on behalf of the Trustees of Loreto Properties Association
(ABN 73 602 851 304)
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C/- Loreto College
PO Box 1726
COORPAROO DC QLD 4151

(signature)

(print name)
NOEL WILLIAMS

(position)
BUSINESS MANAGER

In the presence of:

(witness to sign)
CARMEL DUNNE

(print name)
CARMEL DUNNE

(position)
PRINCIPAL
Signed for and on behalf of Lourdes Hill College
(ACN 010 639 460)
Postal Address
Lourdes Hill College
86 Hawthorne Road
HAWTHORNE QLD 4171

In the presence of:

(signature)
Robyn Anderson
21/6/10
(print name)
Robyn Anderson
(position)
Principal

(witness to sign)

(print name)
Cara Bongartz
(position)
Business Manager
Company Secretary
Signed for and on behalf of Mount Alvernia College Limited (ACN 092 899 075).

Postal Address
C/- Mt Alvernia College
82 Cremorne Road
KEDRON QLD 4031

(signature)

(print name)
Dianita M Anderson

(position)
Chair Mt Alvernia College Board

(witness to sign)

(print name)

(position)
Vicki Lester Ward

JP (qual.)
Signed for and on behalf of the Trustees of the Marist Brothers

(ABN 13 937 359 780)

Postal Address
C/- Marist College Ashgrove
PO Box 82
ASHGROVE QLD 4060

(signed)

In the presence of:

Peter McLoughlin
(print name)

Headmaster
(position)

J. M. Elvery
(witness to sign)

Jennifer Elvery
(print name)

Assistant Head of School
(position)
Signed for and on behalf of Mary MacKillop College Limited
(ACN 050 874 354)

Postal Address

Mary MacKillop College
23 Donkin Street
NUNDAH QLD 4012

(signature)

Niall Guburn
(print name)

Principal
(position)

In the presence of:

(witness to sign)

Peter Waymantle
(print name)

Business Manager
(position)
Signed for and on behalf of Mt St Michael’s College Limited (ACN 058 186 520)
Postal Address
C/- Mt St Michael’s College
PO Box 208
ASHGROVE QLD 4060

(signature)

(println name)

(PRINCIPAL / CEO)

(position)

In the presence of:

(witness to sign)

(print name)

(PA to Principal)

(position)
Signed for and on behalf of Padua College Limited
(ACN 072 693 700)

Postal Address
c/- Padua College
PO Box 111
KEDRON QLD 4031

Robert Ovt

(witness to sign)

Robert Out

(print name)

Rector

(position)

In the presence of:

B Keen

(print name)

Business Manager

(position)
Signed for and on behalf of St Rita’s College Limited
(ACN 054 678 349)
Postal Address
C/- St Rita’s College
PO BOX 548
CLAYFIELD QLD 4011

Dale Morrow
(signature)

In the presence of:

Dr. [Name]
(witness to sign)

Dale Morrow
(print name)

Elvira Sesta Pavm
(print name)

Principal - CEO of St Rita’s College Ltd.
(position)

Teacher.
(position)
Signed for and on behalf of St Ursula’s College Limited
(ACN 054 678 358)

Postal Address
C/- St Ursula’s College
Locked Bag 600
YEPPOON QLD 4703

(signature)

Catherine Mary Dunbar
(print name)

Principal
(position)

In the presence of:

Peta Townkins
(witness to sign)

(print name)

A/Manager of Finance
(position)
Signed for and on behalf of the St Ursula’s College, Toowoomba (ABN 27 122 661 858)

Postal Address
C/- St Ursula’s College
PO Box 2284
TOOWOOMBA QLD 4350

(signature)

JUDITH A. FINAN
(print name)

(PRINCIPAL (Acting))
(position)

In the presence of:

V. L. WARD
(witness to sign)

VICKI LESTER WARD
(print name)

JP (Qual)
(position)
Signed for and on behalf of Stuartholme School
(ACN 091211451)

Postal Address
Stuartholme School
Birdwood Terrace
TOOWONG QLD 4066

(signature)

(print name)
HELEN THERESA SINCLAIR
(position)
PRINCIPAL

In the presence of:

(witness to sign)

(print name)
TIMOTHY PATRICK BOULTON
(position)
BUSINESS MANAGER
Signed for and on behalf of the Trustees of the Christian Brothers (Queensland)
(ABN 38 961 317 851)
Postal Address:
Xavier Province Centre
PO Box 923
INDOOROOPILLY QLD 4068

STEVEN JEFFERY
(REGIONAL
FINANCE
MANAGER)

In the presence of:

BRIAN FLAHERTY
(INDUSTRIAL ADVISER)
Signed for and on behalf of Villanova College Limited (ACN 103 181 362)

Postal Address

PO Box 1166
COORPAROO DC QLD 4151

Dennis Harvey

Principal

In the presence of:

Charlie Fisher

Vice-Principal: Student Development & Administration

(witness to sign)
Signed for and on behalf of the Independent Education Union of Australia-Queensland and Northern Territory Branch

Postal Address:
IEUA-QNT
PO Box 418
FORTITUDE VALLEY QLD 4006

(Witness to sign)

In the presence of:

Teresa P BURKE
(print name)

Branch Secretary
(position)

John W SPRIGGS
(print name)

Senior Industrial Officer
(position)
Signed for and on behalf of the Liquor, Hospitality and Miscellaneous Union as bargaining representative of employees

Postal Address:

LHMU
P.O. Box 3948
South Brisbane QLD 4101

(signature)

In the presence of:

(witness to sign)

(print name)

(position)

GARY BULLOCK
(position)

SUSANNE HENRY
(position)

_BRANCH SECRETARY
(position)

ADMIN SUPPORT – INDUSTRIAL OFFICERS

Signed for and on behalf of the Queensland Nurses’ Union of Employees by:

Lorraine Gay Hawksworth
SECRETARY

Address:
56 Boundary Street
WEST END QLD 4101

In the presence of:

[Signature]

Name: Gayle McCarr
Address: 56 Boundary St
WEST END QLD 4101
Signed for and on behalf of the Shop, Distributive and Allied Employees Association (Queensland Branch)

Postal Address

SDAQ
PO Box 490
SPRING HILL QLD. 4004.

(signature)

(witness to sign)

(print name)

(position)

In the presence of:

CHRI$ KETTER
SECRETARY

JOHN W SMITHS
SNA INDUSTRIAL OFFICER

(print name)

(position)