

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1999, s 156.

ANGLICAN SCHOOLS OFFICE AND SCHOOLS ASSOCIATED WITH THE ANGLICAN
CHURCH IN QUEENSLAND
AND
QUEENSLAND INDEPENDENT EDUCATION UNION OF EMPLOYEES
AND
THE AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION –
QUEENSLAND BRANCH, UNION OF EMPLOYEES
AND
THE SHOP, DISTRIBUTIVE AND ALLIED EMPLOYEE ASSOCIATION (QLD BRANCH)
UNION OF EMPLOYEES
AND
THE QUEENSLAND NURSES UNION OF EMPLOYEES
AND
CONSTRUCTION, FORESTRY, MINING AND ENERGY, INDUSTRIAL UNION OF
EMPLOYEES, QUEENSLAND

(No.CA of 2003)

**APPLICATION FOR CERTIFICATION OF THE ANGLICAN SCHOOLS CERTIFIED
AGREEMENT 2004**

TO: The Industrial Registrar, Industrial Registry, Level 14, Central Plaza 2, 66 Eagle Street, (Corner
Creek and Elizabeth Streets), Brisbane 4000, GPO Box 373, Brisbane Q 4001
Phone: (07) 3227 8060, Fax: (07) 3221 6074

THE AGREEMENT, attachment A, having been made under the *Industrial Relations Act 1999* on
, BETWEEN Anglican Schools Office and Schools associated with the Anglican
Church in Queensland AND The Queensland Independent Education Union, and The Australian Liquor,
Hospitality and Miscellaneous Workers Union – Queensland Branch, Union of Employees, and the Shop,
Distributive and Allied Employee Association (Queensland Branch) Union of Employees, and The
Queensland Nurses Union of Employees and the Construction, Forestry, Mining and Energy, Industrial
Union of Employees, Queensland,

All the parties to the agreement now seek certification of the agreement under chapter 6, part 1 of the Act.
All the party's signatures appear below.

The information required under the Industrial Relations Regulations 2000, section 9 and any other
information in support of the application is set out in the affidavit of John Lindsay which is the attachment
marked B.

Particulars of current or previous certified agreement:

- (a) Anglican Schools Certified Agreement 2001 (CA 702 of 2000)

This agreement replaces the agreement in (a) above

Dated:.....

Form 40, R.139(1).

Signed for and on behalf of Queensland
Anglican Schools

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
Queensland Independent Education Union of
Employees

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
The Australian Liquor, Hospitality and
Miscellaneous Workers' Union - Queensland
Branch, Union of Employees

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
The Queensland Nurses' Union of Employees

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
The Shop, Distributive and Allied Employee
Association (Qld Branch) Union of Employees

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

This agreement is certified under the *Industrial Relations Act 1999*, chapter 6, part 1.

.....
Name
Industrial Commissioner

Filed on this day of 2003), certified by the commission and given Register

No
in the Certified Agreements Register.

Dated: This day of 2003 Industrial Registrar

Operative date:

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1. PRELIMINARY

1.1. Title

This Agreement shall be known as the Anglican Schools Enterprise Bargaining Certified Agreement 2004.

1.2. Application

This Agreement shall apply to the Schools listed in Schedule 1, their employees (excluding Deputies and Bursars), and to the Unions signatory to this Agreement.

1.3. Date and Period of Operation

This Agreement shall operate from 1 January 2004 and shall remain in force until 31 December 2006. The Agreement may only be terminated by any of the Parties to the Agreement in the manner prescribed in Part 1 of Chapter 6 of the Industrial Relations Act 1999 (Queensland).

1.4. Posting of Agreement

A copy of this Agreement shall be exhibited in a conspicuous and convenient place in each School.

1.5. Single Bargaining Unit

For the purposes of negotiating this Enterprise Agreement a Single Bargaining Unit (SBU) has been established consisting of employee, unions and management representatives.

2. RELATIONSHIP TO AWARDS

2.1. Relationship with Parent Awards

This Agreement shall be read and interpreted in conjunction with Awards having application to or adopted for the purposes of Section 160 and 163 of the Industrial Relations Act 1999 as set out hereunder except as varied by the terms of this Agreement:

Teaching Staff	Teachers' Award – Non-Governmental Schools
School Officers	School Officers' Award – Non-Governmental Schools Anglican and other Schools – Industrial Agreement
	Greenkeeping Industry Award – State
Cleaners and Caretakers	Miscellaneous Workers Award – State
Boarding House Staff (including Kitchen and Laundry Staff)	Boarding Schools, Residential Colleges and other Non-Commercial Establishments Accommodation Award – South Eastern Divisions

Pre-School/Prep Teachers	Teachers' Award – Non-Governmental Schools
Pre-School Assistants	School Officers' Award – Non-Governmental Schools Anglican and other Schools – Industrial Agreement
Child Care staff	Child Care Industry Award – State
Nursing Staff	Nurses' Award – State
Carpenters	Building Products, Manufacture and Minor Maintenance Award – State
Retail, Uniform/Book and Music Shop	Retail Industry Award
Tuckshop	Retail Take-Away Food Award – South Eastern Division and Café Restaurant and Catering Award (excluding South Eastern Division)
Mechanical/Electrical Staff	Engineering Award – State
Bus Drivers	Passenger Vehicle Drivers etc – Award – Northern & Mackay Division

2.2. Procedures for Preventing and Settling Disputes

- 2.2.1 The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and the employer in respect to any industrial matter and all other matters that the Parties agree on and are specified herein. Such procedure shall apply to a single employee or to any number of employees.
- 2.2.2 In the event of an employee having a grievance or dispute, the employee shall, in the first instance, attempt to resolve the matter with their immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances.
- 2.2.3 If the grievance or dispute is not resolved under subclause (b) hereof, 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.
- 2.2.4 If the grievance or dispute is still unresolved after discussions listed in subclause (c) hereof, the matter shall, in the case of a union member, be reported to the State Secretary of the relevant union of employees and the Principal or nominated industrial representative. An employee who is not a union member 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 Subclause (c) hereof will not result in resolution of the dispute.
- 2.2.5 If, after discussion between the Parties, or their nominees mentioned in subclause (d), 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 in pursuance of Section 229 of the Industrial Relations Act 1999.

- 2.2.6 Whilst all of the above procedure is being followed normal work, free of any bans, limitations or stoppages and the status quo existing before the emergence of the grievance or dispute shall continue except in a case of a genuine Health and/or Safety issue.
- 2.2.7 Except in the case of termination, the employment relationship continues whilst the above procedure is being followed and may include, after consultation with the appropriate Union, continued payment to the employee notwithstanding that the employee may not be on site.
- 2.2.8 All Parties shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner or Industrial Magistrate with a view to the prompt settlement of the dispute.
- 2.2.9 Any Order of the Queensland Industrial Relations Commission (subject to the Parties right of appeal under the Act) will be final and binding on all Parties to the dispute.
- 2.2.10 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 pursuant to Section 229 of the Industrial Relations Act 1999.
- 2.2.11 In accepting that harassment of any kind is an unacceptable form of behaviour in the School environment, employers support procedures for maintaining an environment that values the inherent worth and dignity of every individual. Grievances arising out of harassment should be dealt with under the provisions of Clause 5.27.1 Bullying and Harassment.

2.3. Consultative Arrangements for Continuous Improvement

The Parties agree to form a School Consultative Committee to address issues and provide advice to the School regarding matters which may arise from this Agreement.

The School Consultative Committee shall meet at least three times per year. Meetings will be scheduled during term-time with half of the nominated time during working hours and half the nominated time during non-working hours.

At the commencement of implementation of this Certified Agreement, the School Consultative Committee will participate in a training/briefing session conducted jointly by the Anglican Schools Commission and relevant Unions.

School Consultative Committees are an important element in the consultative structure within Anglican Schools to ensure all people affected have an opportunity to participate in the implementation and monitoring of this Enterprise Bargaining Agreement at the School level.

In agreeing to form a School Consultative Committee all Parties, management and employees, acknowledge the requirement for an atmosphere of mutual trust and co-operation. The overall purpose of the Committee is to provide an environment for greater two-way communication and in doing so, establish a forum in which employees are able to

participate in the implementation of the Enterprise Bargaining Agreement. School Consultative Committees also provide management with the opportunity to utilise employee knowledge and experience.

All Parties support the principles of co-operation and consultation and agree that effective consultation is dependent upon:

- (a) a commitment to participate;
- (b) co-operation and consultation prior to decisions being made;
- (c) effective communication processes within each School;
- (d) training;
- (e) regular meetings.

The Parties recognise that the document titled "Operational Guidelines" (Schedule 2), will be referred to by each School Consultative Committee and further recognise a variety of School Consultative Arrangements.

2.4. Union Recognition

2.4.1 The employer recognises the role of unions in representing the interests of their members, the right of employees to join a relevant union and the rights of union officials as contained in Section 372 and 373 of the Industrial Relations Act 1999.

2.4.2 The employer shall, upon receiving advice that a Member has been appointed to act as a Union Representative, recognise such person as accredited by the Union for as long as that person remains so appointed.

2.4.3 Union Representatives will be allowed reasonable access to facilities such as telephones, facsimile machines, photocopying machines, email, computers, etc needed to perform their functions as may be agreed between the employer and the Union Representative concerned. Access as agreed may be subject to such reasonable conditions and limitations as the employer may impose.

2.4.4 A Union Representative shall be allowed such reasonable time as may be agreed between the employer and the Union Representative concerned, to:

- (a) consult with employees on workplace matters and Enterprise Bargaining issues;
- (b) discuss Union membership and provide information to new employees.

This time will not be included in the Union Representative's ordinary hours.

3. RELATIONSHIP TO AIMS OF THE SCHOOL

3.1. Schooling in Queensland Anglican Schools

Anglican Schools in Queensland have agreed to implement the following Vision Statement.

3.2. Vision of the Anglican Church in Queensland

As agents of God's loving purposes, we aim to engage individuals, local communities and the wider society in a distinctive way for mutual transformation into the new humanity made known in Christ and available in Him.

3.3. Key Commitments

3.3.1 In striving to be faithful to the vision, we are committed to:

- (a) Developing an Anglican spirituality for contemporary Australia relevant to our culture yet seeking to transform it;
- (b) Creating Anglican communities which engage society as: SERVANTS; MESSENGERS; and CELEBRANTS OF LIFE; which sustain that engagement through effective ministry of word and sacraments;
- (c) The development of new, more flexible models, structures and networks for ministry that rapidly changing circumstances in the State require;
- (d) A renewed emphasis upon evangelism, not as another program, but as a process integral to the life of every parish and agency of ministry;
- (e) The continued development of resources to enable all Anglicans to engage effectively in their God-given ministry at the point of engagement with human need;
- (f) Being concerned with a renewal of ministry amongst children and young people while affirming the existing concern for adequate Christian formation and re-formation amongst adults and youth in the Church;
- (g) Consolidating and extending our participation in ecumenical endeavours.

3.3.2 All this means a shift in focus to being a Church organised around participating in God's mission in the World.

3.3.3 The Parties acknowledge that the Schools listed in Schedule One, as organisations of Queensland Anglican Schools, endeavour to work towards the achievement of this vision.

3.4. Queensland Anglican Schools Aim

3.4.1 To foster growth in character and faith and develop a set of values and skills, by teaching and example in a Christian setting, through all the activities of School life. As a consequence they attempt to stimulate in their students an awareness and understanding of and response to our spiritual nature and our Christian heritage;

3.4.2 To provide, in a caring environment, a broad-based education which emphasises development of literacy and numeracy skills and the striving for excellence so that each student may be encouraged to develop his or her maximum potential;

3.4.3 To develop inquiring and flexible minds and an attitude to life which involves a sense of direction, a positive self-concept, and the personal resources with which to lead a full life;

- 3.4.4 To encourage and develop qualities of respect for others, self discipline, self motivation and commitment;
- 3.4.5 To develop a system of pastoral care based on Christian beliefs and values and involving all staff and students at every level of the School community;
- 3.4.6 To provide a framework enabling a sense of community to pervade all aspects of School life, and allowing for the development of community of students, staff and parents in positive collaboration.
- 3.4.7 In pursuit of these aims, Anglican Schools seek to
- (a) Teach students about the Christian faith and encourage them to examine their own experience in the context of Christ's teaching;
 - (b) Provide a comprehensive curriculum of compulsory and optional subjects which give a broad education academically, employ teaching strategies giving a firm foundation in literacy and numeracy skills;
 - (c) Provide opportunities for students to develop sound skills and habits through class work and a regular homework program;
 - (d) Expect the highest standards in all School work and provide help for students with special needs;
 - (e) Ensure that all students have the opportunity to develop the fundamental skills necessary for participation in a wide variety of physical and recreational activities;
 - (f) Provide opportunities for participation in a wide range of cultural activities;
 - (g) Encourage and maintain School discipline, the observance of School rules and high personal standards;
 - (h) Provide opportunities through visitors to the Schools, outings, library facilities, displays, counselling, and the School curriculum for students to be helped towards thinking of their future vocations – in careers, in the home and family, in the wider community.
 - (i) Encourage students to be self-reliant and responsible and by providing an environment in which students are encouraged to display initiative and to express their opinions confidently, while encouraging them to listen to, and consider, the opinions of others with tolerance and understanding;
 - (j) Co-operate with parents in providing pastoral care for each student, through appropriate tutorial systems and regular parent interviews;
 - (k) Provide opportunities to learn about the needs of others, through participation in welfare and outreach activities and co-ordinated by the School; and
 - (l) Provide a framework wherein parents and friends of the School may participate in activities within the School, where they will meet staff, students and members of Council, and where they will have the opportunity to discuss issues and contribute to the life of the School.
- 3.4.8 Christian commitment and a positive and co-operative attitude to the philosophy of the School are of primary importance in the selection of staff.
- 3.4.9 All students are expected to participate in religious studies. All students and teaching staff are expected to participate in School worship according to the rites of the Anglican Church. Although other religious traditions are respected, children in Anglican Schools must expect to become conversant with the Anglican tradition. Whilst our Schools are Christian Schools, they are also Anglican Schools. They seek to witness to the Christian faith by example as well as by precept.

3.5. School Mission/Goal/Aims

Each School identified in Schedule 1 of this Agreement has developed a Mission/Values/Goals/Aims Statement.

The Parties recognise that these statements should be read as a preface to this Agreement, as all members of each School Community strive to fulfil the goals as identified.

3.6. Endorsement

The Parties to this Agreement acknowledge and work towards the achievement of each School's Mission, identified through application of Clause 3.2.

3.7. Objectives of this Agreement

3.7.1 The Parties acknowledge that Anglican Schools are institutions whose prime purpose is to promote holistic learning. They exist for the educational benefit of students.

3.7.2 This Agreement provides a framework for management, employees and unions to work together towards improving productivity and efficiency in order to promote optimum learning outcomes for students.

3.7.3 The Parties acknowledge that the culture of the School needs to give recognition to the fact that these students will live most of their lives in the twenty-first century.

3.7.4 The Parties acknowledge and agree that the process of Enterprise Bargaining may require the culture at some Schools to change. It will require a readiness on the part of management, staff and the unions to work together in ways that have not previously been required. It is acknowledged that there are no shortcuts to Enterprise Bargaining. The first step of laying the groundwork, planning and setting up the process will require strategy and effort.

3.7.5 The culture of the School is a critical element to be considered in developing any strategy involving a change to the status quo.

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

(a) Improving the quality of service to client groups. Positive and comprehensive measures ensuring that this Agreement will provide better service and value for money to all clients of Schools party to this Agreement are encouraged.

(b) The Parties agree that each School will identify and implement best practice measures through the establishment of an organisational culture based on quality, client service, continuous improvement, adaptability in a world characterised by change, and a willingness to promote life long learning.

(c) Improving the quality of teaching;

(d) Improving quality of management of Schools;

- (e) Improving the learning outcomes and learning environments for students catering for the diversity in the students' backgrounds, needs and learning styles;
- (f) Improving the effectiveness of support;
- (g) Enhancing the provision of broad curriculum services for students through effective and efficient School arrangements and practices;
- (h) Developing collaborative and consultative decision making processes;
- (i) Creating more effective School management and resourcing processes which increase flexibility, responsiveness and professionalism;
- (j) Reflecting upon and giving support to the principles of employment equity, social justice and accountability;
- (k) Recognising the key role of staff members in Anglican Schools. To this end, the Parties acknowledge that:
 - (i) measures designed to provide for the pastoral care of staff may need to be initiated;
 - (ii) staff provide role models for the students of our Schools, therefore their dress, grooming and presentation should complement the standards set for our students.
- (l) Provide benefits to employees through improved wages linked to their contributions to the development and implementation of workplace reform and through improvements in the working environment;
- (m) Recognising the commitment of staff and management to the process and outcomes of Enterprise Bargaining;
- (n) Maximising the utilisation of resources without diminishing quality or standards.

4. WAGES

4.1. Wage Increases

- 4.1.1 Wage increases applicable during the life of this Agreement are provided in Schedule 3 as follows:
 - (a) An increase of 4.0% from the first full pay period following the date a successful ballot or 1 January 2004, whichever is the later.
 - (b) An increase of 4.0% compounding twelve months after the first increase.
 - (c) An increase of 3.5% compounding twelve months after the second increase.

All full time employees will receive annual wage increases of at least \$20.00 per week during the life of the Agreement.

4.2. No Further Increases

There shall be no further wage increases subject to Clause 4.1 during the life of this Agreement.

5. PRODUCTIVITY MOTIVATED CHANGES

5.1. Position Descriptions

The Parties are committed to continuing the development of position descriptions where they do not currently exist for all employees, as appropriate to each School. Where position descriptions have not been prepared for existing staff, they will be developed by a process of consultation with each respective group or individual employee where necessary or appropriate.

Position descriptions are to take into account the following issues where appropriate:

- (a) clarification of current positions;
- (b) consultation regarding future position changes;
- (c) acknowledgment of current flexibility in roles of all employees;
- (d) clarification of typical duties of all employees.

5.2. Appraisal Process

5.2.1 The Parties acknowledge that an appraisal system provides opportunities for employees to identify strengths, to set goals and identify training needs. A formative appraisal process shall be maintained for all staff on an individual School basis.

5.2.2 In maintaining and reviewing the School's appraisal structures and processes, consideration should be given to such elements as the following;

- (a) it should be linked with the School's goals and objectives;
- (b) it should be goals-focused with agreed outcomes derived from the appraisal process;
- (c) it should be built into the operational practice of the School via training of all staff, which aims to build common values and understandings of the structures and processes;
- (d) it is developmental and focuses on improvement and development not supervision of individuals;
- (e) it should be directly linked to a clearly articulated statement of agreed expectations of the staff member(s) in each School. The emphasis is on objective data;
- (f) it provides for a variety of information collection processes and sources;
- (g) it needs to be flexible to allow for changes and modifications within the stated framework;
- (h) it makes provision for the allocation of adequate resources to operate the process.

5.3. Induction

5.3.1 The Parties agree to maintain an induction program for all new staff. Such an induction program shall include;

- (a) provision of a position description;
- (b) identification of lines of support, responsibility and accountability;
- (c) provision of material relevant to the ethos and mission of the School/system;
- (d) provision of documents relevant to the School/system, policy and procedures;
- (e) provision of documentation and training consistent with Workplace Health and Safety requirements specific to the duties undertaken by the employee;
- (f) provision of information relevant to Union coverage and benefits;
- (g) provision of information relevant to superannuation entitlements and options, including Queensland Independent Education and Care Superannuation Trust;
- (h) provision of clear guidance in terms of curriculum expectation and implementation for employees for whom this is relevant.

5.4. Recognition of Professional Commitment

5.4.1 The Parties to this Agreement agree that participation in planning, pastoral and curriculum matters are an important element in maintaining the efficient and effective operation of Anglican Schools.

5.4.2 The employer recognises the professional commitment of teachers who often provide their services, on a voluntary basis, in excess of the hours specified in Schedule 5 of this Agreement "Hours of Duty - Teaching Staff."

5.4.3 The Parties agree that where necessary, and by consultation with, and mutual agreement from the teaching staff affected, meetings and tasks outside the provisions of Schedule 5 of this Agreement 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.

5.4.4 The Parties agree that this provision is not to be read as a variation of Schedule 5 of this Agreement.

5.5. Designated Length of School Year

5.5.1 It is not the intention to reduce the present quantum of vacation periods of teaching staff.

5.5.2 Any proposed variation to this arrangement which may arise as a result of changing educational needs shall be subject to consultation and negotiation between the Parties.

5.6. Professional Development

5.6.1 Professional Development and Training

The Parties are committed to enhancing the skills of employees through the provision of both internal and external professional development and training, within the School's resource capacity, linked to:

- (a) the individual employee's professional development plan arising from the appraisal process outlined in Clause 5.2
- (b) the goals of the School and School wide needs;
- (c) the personal goals of employees as related to their work;
- (d) the appropriateness to the employee's position.

5.6.2 **Workplace Relations**

The employer recognises the value of employees gaining a better understanding of workplace relations within the employer's operations, and in particular, a better understanding of the industrial instruments and issues impinging upon the working life of the employees.

As part of the Schools' Professional Development program and consistent with its professional development guidelines and where the employer determines there would be an advantage for an employee to participate, an employee shall be entitled to apply for leave to attend courses or seminars on workplace relations matters such as those identified below:

- (a) Single Bargaining Unit and preliminary Enterprise Bargaining training;
- (b) Negotiating at the School level;
- (c) School Chapter Representative training;
- (d) School Consultative Committee training;
- (e) seminars conducted by the ACTU, QCU or a specific Union bound by this Agreement;
- (f) other relevant employee relations courses.

Requests for such leave will not be unreasonably withheld.

5.7. **Communications**

The Parties acknowledge that the management of communication is fundamental to the effective operation of the School and recognise the need to monitor and continually enhance the communication within the School and between the School and its clients. The Parties agree to maintain within each School a communication strategy. The objectives of which are to:

- (a) ensure a systematic approach to communication;
- (b) provide the School with better communication;
- (c) produce cost savings through improved efficiency in internal and external communication.

5.8. **Strategic and Operational Planning**

5.8.1 The Parties agree to the development and implementation (subject to Clause 2.3) of strategic and operational plans and/or processes and the incorporation of a process of on-going review and development into the School's planning process. It is envisaged that this strategic and operational planning will be characterised by the following broad indicators:

(a) **Learning and Teaching:**

A teaching workforce which has a professional understanding of the School's educational policies;

(b) **School Management:**

A clearly articulated management vision on the concept of School-based management;

(c) **Workforce Management:**

A clearly outlined human resource management vision and strategic plan.

5.8.2 As part of the Strategic and Operational Planning Process, the Parties agree to develop policies which address optimum class sizes and associated workload and responsibilities of teachers within each School.

5.8.3 Strategic and Operational Plan - Responding to Client Needs

5.8.4 The Strategic and Operational plan will aim to improve the organisation's capacity to initiate, create and confront appropriate changes so as to make it more viable, to adapt to new conditions, to solve problems, to learn from experiences and respond to client needs.

5.8.5 This plan will be characterised by effective and collaborative structures and processes which:

- (a) promote identification of problems and issues;
- (b) analyse and diagnose the nature of the problem/issue;
- (c) develop change strategies;
- (d) authorise the change strategies with appropriate outcome indicators;
- (e) evaluate the effectiveness of the undertaken interventions and reinstates the process as necessary.

In employing this process, attention will be given to:

- (a) the key tasks to be undertaken;
- (b) the fundamental structural characteristics of the organisation including relevant Industrial, Workplace Health and Safety and other legislation;
- (c) the appropriate resources and technology;
- (d) the nature and quality of the human resources;
- (e) customer and client focus;
- (f) the joint responsibility of employer and employees for promotion of the School by their day to day activities.

5.9. Continuous Improvement

5.9.1 It is the Parties desire that this Agreement be a tool to negotiate improvements in School operations without diminishing overall conditions. In doing so the Parties agree to:

- (a) Canvass opportunities for implementing continuous improvement in all School operations to improve student focus;
- (b) Consider how any proposed changes will impact upon clients including the identification of benefits;
- (c) Consistent with a continuous improvement approach, examine improvements to work practices such as:
 - (i) a review of staff support structures;
 - (ii) elimination of re-work and duplication;
 - (iii) removal of demarcation barriers and encouragement of multi-skilling;

- (iv) a willingness to embrace and maximise the use of technology; and
- (v) address the potential impact of productivity initiatives on designated Equal Employment Opportunity (EEO) target groups and workers with family responsibilities.

5.9.2 The Parties recognise that changes to the organisation or to performance of work, including those outlined above, shall be subject to the consultative procedures provided for in Clause 2.3 of this Agreement.

5.10. Efficient and Economical Use of Resources

5.10.1 The Parties support improved management practices, including cost-centre budgeting, aimed at reducing School operating costs as a proportion of overall costs. Specific attention will include, but not be limited to, the following areas:

- telephone costs
- photocopying costs
- maintenance costs
- cleaning costs
- energy costs
- payroll costs
- rework

5.11. Curriculum Review and Development

5.11.1 The Parties acknowledge the importance of on-going curriculum review and development and recognise the importance of staged implementation consistent with a well managed change process.

5.11.2 It is acknowledged that all staff have an important role to play in assisting the respective Schools to meet School goals.

The Parties agree to undertake continual Curriculum Review and Development and to implement changes as agreed and consistent with the consultative mechanism provided in this Agreement to promote improvement in the quality of teaching and learning.

5.12. Maximising Student Learning Time

5.12.1 The Parties agree to investigate and where appropriate implement practices to maximise the learning time of students. The Parties acknowledge that teachers would be required to develop teaching strategies appropriate to mechanisms put into place in individual Schools.

5.13. Use of Technology

5.13.1 The Parties agree that where it accords with the individual School's strategic and/or operational plans, the School Consultative Committee will assist in identifying training needs and monitor implementation of necessary training for staff to be competent in the use of the appropriate software and hardware for preparation of records etc. This may involve knowledge of word processing, spread sheeting, databases and/or email applications.

5.13.2 The Parties agree to review the use of present and future technology with the intention of seeking to maximise efficiency and effectiveness. A provision will be made by the School for situations where training and professional development are required.

5.13.3 The employer shall provide access to such textbooks, equipment, computer hardware and/or software, as the School considers necessary for curriculum delivery, support or management. All such equipment shall remain the property of the School. Both the employer and the employee acknowledge that when such equipment, software etc. is used for private, non-School use, then both Parties will contribute to the cost involved on an agreed basis.

5.14. Positions of Added Responsibility

5.14.1 Schedule 9 prescribes conditions of employment for PARs in each School covered by this Certified Agreement. Detailed application of the PAR unit points shall be School specific as set out in the School profile prepared by the School.

5.14.2 The School profile shall include details in respect to the distribution of PAR points of the School on a departmental, primary and pastoral basis and phasing-in arrangements where negotiated.

5.14.3 Schedule 9 replaces the Teachers' Award - Non-Governmental Schools' - Promotional Positions - Schools associated with the Anglican Diocese of Brisbane Industrial Agreement.

5.15. Senior Teacher

5.15.1 The Parties agree to the implementation of a Senior Teacher provision as outlined in Schedule 6 of this Agreement. The provisions which are contained in Schedule 6 will be exclusive of the PAR provisions in Schedule 9. The duties of a Senior Teacher will not be those of a PAR and will be remunerated according to the Senior Teacher provisions as outlined in Schedule 3.

5.16. Additional Employment Opportunities for Teaching Staff

5.16.1 A teacher may apply to the employer to undertake additional duties outside of the annual quantum and ordinary hours contained in this Agreement. A teacher undertaking such additional duties will do so on a voluntary basis and will receive payment on the basis of the appropriate hourly rate as prescribed by this Agreement for a teacher of equivalent teaching experience and academic qualifications.

5.17. Vocational Education

5.17.1 Where a Vocational Education and Training (VET) employee is directed by a School to visit and monitor student learning in the workplace and this is required to take place outside of normal teaching hours, the VET employee shall keep a log of such visits and will be credited for such time as part of ordinary hours or will be compensated by equivalent time off in lieu.

5.17.2 Where a VET employee incurs expenses authorised by a School 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 and resource provision.

- 5.17.3 Where a School requires and directs a VET employee to gain accreditation through industry placement to teach specific VET units, such directed professional development will be at the cost of the employer and take place in School time or if undertaken in the employer's time will be credited as part of ordinary hours or will be compensated by appropriate time off in lieu. These arrangements shall be negotiated prior to undertaking the relevant industry placement.

5.18. Enhancements for Graduate Teachers

5.18.1 Graduate teachers will receive the following additional enhancements:

- (a) Upon commencement of employment a graduate teacher will receive an immediate entitlement to access their full yearly accrual of 10 days' sick leave;
- (b) The provision of guidance and feedback on the requirements of the Board of Teacher Registration for full registration including regular reviews with their academic coordinator.
- (c) Upon commencement of employment:
 - (i) a teacher who has an approved Bachelor's degree with either first or second class Honours from a recognised university which contains the equivalent of at least two years of professional studies in Education shall be appointed at Band 2 Step 2;
 - (ii) a teacher who has an approved Bachelor's degree from a recognised university plus an approved Post Graduate Teacher Education degree of the equivalent of at least two years of professional studies in Education shall be appointed at Band 2 Step 2.

5.18.2 For the purposes of this Agreement, a graduate teacher is a teacher who has been granted provisional registration by the Board of Teacher Registration and who is completing the requirements for full registration.

5.19. Job Security

5.19.1 The Parties agree that changes to work practices and productivity initiatives must be consistent with the operation of the School. The Parties further acknowledge that employees are a critical element in the improvement of quality service delivery. Arbitrary job reductions will not be pursued to secure the ongoing improvement in productivity and efficiency sought.

5.20. Outsourcing

5.20.1 Where an employer is considering contracting out work currently being done by School employees, the employer shall genuinely consult with employees and their relevant union/s with a view to reaching agreement on measures to avoid such contracting out. Such measures may include varying the existing terms and conditions of employment for those employees concerned.

5.20.2 Such variation to this existing agreement will be pursuant to the Industrial Relations Act 1999.

5.20.3 In the event of outsourcing, the following shall apply: existing employees shall be offered suitable continuing employment with a transfer of all accrued entitlements to the successful contractor provided that it is practicable to do so.

5.21. Part-time Employment

5.21.1 The employer recognises that employees may wish to transfer from full-time employment to part-time employment for a variety of personal and professional reasons. These reasons may include family commitments, sabbatical, semi-retirement, etc.

5.21.2 The employer will consider any approach by a full-time employee to transfer to part-time employment. Where such an arrangement meets the operational requirements of the employer and the needs of the employee, a transfer from full-time to part-time employment may be effected. Any such arrangement should be recorded in writing.

5.21.3 Similarly, the employer recognises that existing part-time employees with the relevant skills and experience should be short-listed for any full-time positions or additional hours which may become available from time to time.

5.22. Long Service Leave

5.22.1 Teaching staff shall be entitled to Long Service Leave at the rate of 1.3 weeks for each year of service.

5.22.2 All Non-teaching employees shall accrue Long Service Leave at the rate of 1.3 weeks for each year of service from 1 January 1998. Provided that Schools associated with the Diocese of North Queensland shall accrue such entitlements from 1 January 1996.

5.22.3 All employees who have seven (7) years of continuous service may access their entitlement to Long Service Leave.

5.22.4 Where an employee has accrued an initial entitlement to Long Service leave by virtue of seven (7) years' continuous service, that employee shall be entitled to access a second or subsequent entitlement after a further seven (7) years' continuous service. Such entitlement shall be calculated on the rate of accrual applicable at the appropriate time.

5.22.5 Employees seeking to take long service leave must do so in full term blocks. Provided that in exceptional or unusual circumstances a School may allow an employee to take long service leave for a mutually agreed period of time.

5.23. Pro Rata Entitlement to Long Service Leave

5.23.1 The Parties agree that upon resignation, death, retrenchment, or total and permanent incapacity, a pro rata payment of Long Service Leave shall be made to the employee where the employee has served seven (7) years of recognised service, at the appropriate accrual rate for the staff member concerned.

5.24. Portability of Entitlements

5.24.1 Portability of Long Service Leave and Sick Leave entitlements across Queensland Anglican Schools have been implemented.

5.25. Jury Leave

5.25.1 Arrangements in support of Jury Leave will be dealt with on a School by School basis.

5.26. Defence Force Reserve Leave

5.26.1 Arrangements in support of Defence Force Reserve Leave will be dealt with on a School by School basis.

5.27. Anglican Schools Indigenous Education Policy

5.27.1 In support of the Anglican Schools Indigenous Education Policy indigenous employees may access up to 5 days paid leave from their accrued Sick Leave Entitlement for the purposes of Cultural Leave without supporting medical documentation. Documentary evidence to support the cultural activity to be attended must be provided. In emergent situations the Principal may waive this requirement.

5.28. Staff Exchange

5.28.1 The Parties agree that where there is agreement between the Employing Authorities, the employer and the employee agree that staff exchange may occur between participating Schools.

5.28.2 Such exchange is undertaken by the employee on a voluntary basis.

5.28.3 The exchange period will generally not exceed a twelve month period, and in the case of teaching staff will not be less than one term. Either party may initiate this process and negotiations of all arrangements will be between the Employing Authorities and the employees affected. Responsibility for salary payments will be negotiated between the Employing Authorities.

5.29. Enhanced Conditions of Employment and Workers with Family Responsibilities

5.29.1 Employers support a balanced work and family life and the need for a healthy quality life for all families. The Parties acknowledge that the aims of efficiency, effectiveness and equity can be furthered by increased flexibility and improvements in working arrangements.

5.29.2 In support of the principles of ILO Convention 156 – Workers with Family Responsibilities the Parties agree to the implementation of the Queensland Industrial Relations Commission decision on Family Leave.

5.30. Paid Maternity Leave

5.30.1 The Parties acknowledge the Maternity Leave Policy which provides for (6) six weeks paid Maternity Leave. An eligible employee must have at least 12 months'

continuous service with the employer. This Policy is available to all staff, and should be displayed and/or made available upon request by any employee.

5.31. Unpaid Maternity Leave

5.31.1 The Employer has agreed to increase an employee's entitlement to unpaid maternity leave to a maximum of 104 weeks. Employees seeking to access such leave must do so by taking leave in full term blocks or by returning at the beginning of a new term.

5.32. Adoption Leave

5.32.1 Employers support Adoption Leave for children up to 5 years, enabling employees to access the same conditions as set out in the Maternity Leave Policy from the expected date of placement of the child.

5.32.2 These provisions shall be available from 1 January 2001.

5.33. Job Share

5.33.1 The Parties acknowledge a Policy for Job Share. This policy is available to all staff and should be displayed and/or made available upon request by any employee.

5.34. Sick Leave

5.34.1 An employee will from 1 January 2004 accrue an entitlement to 10 days' paid sick leave for each completed year of service.

5.35. Salary Income Protection

5.35.1 This matter will be dealt with on a School by School basis. Some Schools currently provide Income Protection for their staff, while others are working towards doing so.

5.36. Workplace Health and Safety

5.36.1 The obligations of the Act are specific to each individual School. In addition to obligations under the Act, Schools are encouraged to promote a safer workplace by giving consideration to: Committees and Representatives; Risk Assessment Audits and Stress in the Workplace.

5.36.2 The Parties agree that the aims of efficiency and effectiveness can be advanced by implementing strategies to achieve healthier and safer jobs.

5.37. Bullying and Harassment

5.37.1 Harassment of any kind is an unacceptable form of behaviour that causes distress and is detrimental to the School environment. Harassment erodes the rights of the individual, debilitates morale, and interferes with the effectiveness of the work and learning environment.

5.37.2 The matter is an individual School responsibility. Each School is committed to maintaining an environment that values the inherent worth and dignity of every individual, that fosters tolerance, sensitivity, understanding and mutual respect, and one which encourages its members to strive to reach their full potential. Schools will develop guidelines and a grievance procedure to deal with bullying and harassment issues.

5.37.3 This commitment has as its foundation the fact that as an Anglican School its operations give due regard to the Ethos Statement for Anglican Schools in Queensland.

5.38. School Officers

5.38.1 Classification Structure

Individual Schools are prepared to review the provisions of the School Officers' Industrial Agreement to ensure that the competencies, skills, tasks and duties reflect modern educational requirements and that staff are appropriately classified and provided with position descriptions reflecting their classification.

The Parties further recognise that some employees do not hold teaching qualifications and may not be adequately provided for in the existing classification structure such as:

- Librarians;
- Instrumental Music Teachers;
- Speech and Drama Teachers;
- Outdoor Education Staff;
- Sports and Gym Instructors;
- Choir Directors;
- Work Experience Co-ordinators; and
- School Counsellors.

The review identified at Clause 8.1 should give consideration to these positions.

5.38.2 Progression and Training

The Parties agree that progression within the level of the matrix of the School Officers' classification and payment of the additional weekly amount shall be made upon the employee demonstrating to the employer an ability to apply the skills learnt during training.

The employer shall be responsible for providing the training (during ordinary work time where possible) and incurring the training costs for each module within the employees current level.

Where training is provided outside ordinary working time, the employee shall be granted time in lieu for the equivalent hours. Any employee engaged as a Level 1 School Officer shall be afforded accelerated progression opportunities within the level.

The Parties agree that where training modules are not provided, progression within the level of classification and payment of the additional weekly amount shall occur every two years, commencing from 1 January 1999.

5.39. Development of Administrative Guidelines

5.39.1 The Parties recognise the need to develop guidelines for workplace relations matters for such issues, but not restricted to, Bullying & Harassment, Workplace Health & Safety and Stress in the Workplace, establishing minimum standards for the management of workplace relations matters in Schools. In the development of these Guidelines employers will ensure consultation with staff, the principal union, legal consultants and industrial advocates. Once developed the Administrative Guidelines will be referenced in the following Enterprise Bargaining Agreement.

5.39.2 Administrative guidelines which have been developed are:

- (a) Discrimination, harassment and workplace bullying;
- (b) Outsourcing;
- (c) Parental leave;
- (d) Long service leave;
- (e) Email and Internet usage; and
- (f) Proportional pay calculations for teacher who do not complete a full academic year of teaching.

5.39.3 The administrative guidelines which will be developed during the life of this Agreement are:

- (a) Responding to complaints against employees;
- (b) Diminished performance and disciplinary process; and
- (c) Student medications

5.40. Risk Assessment - Student Supervision

5.40.1 The Parties acknowledge the importance of Workplace Health & Safety and Duty of Care issues.

5.40.2 Schools provide students with a variety of co-curricular and educational activities both inside and outside of School. The Schools and their employees are committed to implementing a risk assessment approach for activities, which involve a significant risk to students and staff safety. The School Consultative Committee will be involved in the development and monitoring of the implementation of the risk assessment methodologies.

5.40.3 Where an employee forms the view that the supervision level determined by the employer is insufficient to meet duty of care considerations, then the employee may notify a dispute under Clause 2.2 of this Agreement and the provisions of Clause 2.2 will apply.

6. NON SALARY BENEFITS

6.1. Salary Payments

6.1.1 General

Where agreed by the majority of staff, on a School by School basis the following will apply:

- (a) The employer will pay a full calendar month salary on the fifteenth (15th) day of the month or on the nearest day thereto should the fifteenth (15th) day be a Saturday, Sunday or public holiday.
- (b) The monthly payment will be calculated as follows:
 - (i) The weekly or fortnightly agreed salary annualised plus the 17.5% annual leave loading on four (4) weeks divided by 12.
- (c) Overtime payments will be made on the first pay period following the day on which the overtime was worked.
- (d) The employer agrees upon request, special circumstances for the payment of overtime before the set payment date will be considered.

6.2. Payslip Advice

6.2.1 When paying an employee's wages, the employer must provide the employee with a written statement which includes the following particulars:

- (a) Date of payment;
- (b) Period covered by the payment;
- (c) Classification, salary band and/or step;
- (d) Gross wages paid;
- (e) Tax deducted;
- (f) Net wages paid;
- (g) The amount of contribution paid to a superannuation fund;
- (h) Number of sick days accrued;
- (i) Long service leave accrued;
- (j) Details of any other deductions made from the wages.

6.2.2 Where the employer's computer software does not provide all such information and the cost of modifying such software is unreasonable, the information will be provided to employees at least twice per year upon the completion of Semester 1 and Semester 2.

6.3. Annualisation of Wages

6.3.1 Facility hereby exists for agreement to be reached between the employer and the employees affected, for employees who work less than a full year to have their pay averaged out over the full year. 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.

6.3.2 Hours in excess of the employee's agreed normal working hours will be paid within the next pay period. Where there are substantive changes to the standard roster, a new calculation of annualisation of wages will occur.

6.4. Salary Sacrifice – Superannuation

6.4.1 Where the employer and individual employee agree, the employer may contribute up to an amount determined by Australian Tax Office Guidelines into one of the approved superannuation funds. Where such agreement is reached, the employee's salary shall be reduced by an amount equivalent to the additional superannuation contributions.

- (a) Any arrangement as set out in this clause must be at the employee's request.
- (b) The terms of the arrangement shall be committed to writing and signed by the employer and employee.
- (c) A copy of the signed arrangement must be held by the employer and a copy provided to the employee.
- (d) Such arrangement may only be altered once per annum during the month of June each year and at no additional cost to the employer.
- (e) *Such arrangement shall only be available to continuing employees.*

6.4.2 The Parties further acknowledge that, within the limits prescribed in this clause, the implementation of any salary sacrificing arrangement shall be at the discretion of the School.

6.5. Approved Superannuation Funds

6.5.1 The Parties agree that the following Superannuation Funds may be used for employer contributions as required by the relevant legislation:

- (a) Anglican Church Master Superannuation Fund (ACMSF);
- (b) All Saints Anglican School Superannuation Fund;
- (c) Cannon Hill Anglican College Superannuation Plan;
- (d) Queensland Independent Education and Care Superannuation Trust (QIEC);
- (e) Sunsuper;
- (f) Health Employees Superannuation Trust of Australia (HESTA);
- (g) The Anglican Church Grammar School Staff Provident Fund.

6.6. Salary Packaging

6.6.1 Salary Packaging may be implemented on a School by School basis at the discretion of the School.

6.6.2 Where agreement is reached between the employer and the employees, Salary Packaging arrangements may be made between the individual employee and the employer. Where such an agreement is reached, the employee's total salary benefit shall be reduced by an amount equivalent to that agreed between the employer and employee plus any relevant tax liability incurred by the employer.

6.6.3 In calculating the total salary benefit the employer shall include the appropriate salary as per Schedule 3 of this Agreement, Leave Loading and Superannuation Guarantee Charge.

6.6.4 The employer reserves the right to outsource the administration of such agreed salary packaging arrangements. Where this occurs the costs will be borne by the employee in regard to their own package. The costs of administration of Salary Sacrifice for the purpose of superannuation only, shall be met by the employer as outlined in Clause 6.2 of this Agreement.

6.6.5 For the purpose of calculating employee benefits the following shall apply:

- (a) the payment of vacation periods and long service leave and other benefits not identified in subclause (ii) will be based on the cash component of the salary package.
- (b) the payment of superannuation and annual leave loading shall be based on the employee's wage as prescribed in Schedule 3 , prior to any salary packaging arrangements.

6.7. Superannuation Contributions

6.7.1 The Parties acknowledge that there is a joint responsibility for contributing to employees' retirement provisions.

6.7.2 The increases to employer contributions to superannuation will be phased in and made available on a continuing basis where an employee voluntarily contributes as follows:

Date	Employee contribution	Employer contribution
1.7.03	1.5%	9.75%
1.1.04	3%	10.75%
1.7.05	4%	11.75%
1.1.06	5%	12.75%

6.7.3 Despite the provisions of clause 6.2(d) of the Agreement an employee may, prior to the dates specified above, elect to increase their contributions as set out above. In such circumstances the employee and enhanced employer contributions will be made effective from the specified dates.

6.7.4 It is acknowledged that a number of Schools currently provide superannuation enhancements to their existing employees. Where such enhancements exceed those contained in this Agreement, those enhancements will continue until such time as the enhancements contained in this Agreement equal or exceed those existing arrangements.

7. SAVINGS CLAUSE

The existing conditions and accrued entitlements of employees employed at the date of signing shall not be reduced as a result of this Agreement coming into effect except where this Agreement specifically alters such conditions or entitlements.

8. FUTURE RE-NEGOTIATION OF AGREEMENT

8.1. Working Parties

8.1.1 The Parties have agreed to the establishment of a number of working parties to review the implementation and operation of a number of matters contained in this Agreement as follows:

- (a) Positions of Added Responsibility

A PAR working party will be established and will meet in Semester 1 of 2004 to discuss any issues surrounding the implementation of the PAR schedule;

(b) School Officers

The Parties agree to maintain a joint working party to review the existing School Officers' Award – Non-Governmental Schools – Anglican and Other Schools' Industrial Agreement with a report on progress by the end of 2004;

(c) Teachers' Hours of Duty

The Parties will establish a working party which will meet in Semester 1 of 2004 to review the existing teachers' hours of duty provisions. This review will consider a number of the items raised by both employers and employees during the negotiations for this Agreement with the exception of paid rest pauses which will not be considered by the working party. It is the intention of the Parties that recommendations are presented by the end of 2004 and that consultation with employees and Schools would take place in 2005.

8.2. Variation, Renewal or Replacement of Agreement

- 8.2.1 Subject to satisfactory implementation of this Agreement the Parties agree to reopen negotiations at least six (6) months prior to the expiry of this Agreement with a view to negotiating a replacement Agreement. Further the Parties agree to monitor the implementation of the Agreement through the Single Bargaining Unit and identify issues suitable for negotiation in a replacement Agreement.
- 8.2.2 The Parties agree that this Certified Agreement may be varied by a further Certified Agreement in circumstances where all of the Parties genuinely agree that a variation is necessary. Any agreed variation to this Certified Agreement will be subject to the same consultation and approval process as that used for the Certified Agreement.
- 8.2.3 This Clause will operate pursuant to the provisions of the Industrial Relations Act 1999.

9. MATTERS RESERVED

9.1. Child Care Employees

- 9.1.1 The Parties agree to review the classification and wage rates of employees covered by the Child Care Industry Award once a decision in the case for pay equity in the Child Care industry is determined.

9.2. Nurses

During the life of this Agreement, the Schools agree to review each nurse's current classification to ensure that each nurse is accurately classified according to the Nurses' Award – State.

10. SIGNATORIES

Signed for and on behalf of Queensland
Anglican Schools

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
Queensland Independent Education Union
of Employees

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
The Australian Liquor, Hospitality and
Miscellaneous Workers' Union -
Queensland Branch, Union of Employees

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
The Queensland Nurses' Union of
Employees

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
Construction, Forestry, Mining and Energy,
Industrial Union of Employees,
Queensland

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

Signed for and on behalf of:
The Shop, Distributive and Allied
Employee Association (Qld Branch) Union
of Employees

(Signature)

(Full Name)

(Position)

In the Presence of:
Witness

(Signature)

(Full Name)

(Position)

SCHEDULE 1

QUEENSLAND ANGLICAN SCHOOLS PARTY TO THE AGREEMENT

All Saint's Anglican School Limited (ACN 010 643 857)
Anglican Church Grammar School
Cannon Hill Anglican College Limited (ACN 010 733 249)
Canterbury College Limited (ACN 010 575 747)
Coomera Anglican College
Fraser Coast Anglican College
Hillbrook Anglican School Limited (ACN 010 668 774)
Matthew Flinders Anglican College Limited (ACN 010 901 032)
St Aidan's Anglican Girls School
St Andrew's Peregian Springs
St Hilda's School
St Luke's Anglican School
St Margaret's Anglican Girls School
St Paul's School
The Cathedral School
The Glennie School
The Southport School
Toowoomba Preparatory School
Trinity Anglican School
West Moreton Anglican College
Whitsunday Anglican School

SCHEDULE 2

OPERATIONAL GUIDELINES

SCHOOL CONSULTATIVE COMMITTEES

1. *MEMBERSHIP OF SCHOOL CONSULTATIVE COMMITTEES*

Each School will establish its own Consultative Committee, determining size and charter. The School Consultative Committee will reflect the staffing structure of the School and will give appropriate representation to management.

In order to ensure that membership is fair and representative, the following is suggested. At least:

- Two (2) persons appointed by the School Employing Authority;
- One (1) Union member elected by the QIEU School Chapter;
- One (1) member elected from each area of teaching; School officer and non-teaching.

When appropriate, other members of staff may be co-opted for input on specific issues.

2. **OBJECTIVES OF SCHOOL CONSULTATIVE COMMITTEES**

School Consultative Committees are established to implement, monitor and evaluate the Enterprise Bargaining Agreement at School level. The objectives of the Committees are:

1. To promote a co-operative approach to the implementation of the terms of the Enterprise Bargaining Agreement;
2. To provide a mechanism for employees to have input into decisions that affect their working lives, thus providing a more satisfying work environment;
3. To provide a mechanism for employees to be involved in problem solving;
4. To assist in the planning and necessary implementation of changes in work practices.

3. **TASKS OF SCHOOL CONSULTATIVE COMMITTEES**

To achieve the above objectives, the School Consultative Committee will:

1. Monitor the implementation of the Agreement;
2. Identify priorities for the implementation of the Agreement;
3. Oversee the implementation of the Agreement at the School level.
4. Recommend to the Single Bargaining Unit items to be included in the next Enterprise Bargaining Agreement;
5. Address issues and provide advice at the School level regarding matters arising from this Agreement;
6. Consult with all Parties affected by ongoing implementation.

In order to achieve the objectives and complete the tasks identified above, the Parties recognise that these Operational Guidelines will be referred to by each School Consultative Committee.

Proposed changes to conditions not already identified will be included in future stages of the Agreement where they have the agreement of the majority of the employees affected by the proposal. Where this is required, all employees directly affected will be consulted as a group and addressed by representatives of the School Consultative Committee. In these circumstances agreement is defined as a majority of employees affected. However, Parties acknowledge that consensus should, wherever possible, be the basis of agreement. In determining the outcome neither Party will unreasonably withhold agreement.

4. GUIDELINES FOR MEETINGS OF SCHOOL CONSULTATIVE COMMITTEES

Meetings will be held regularly (at least three per year) with half of the nominated time during working hours and half the nominated time during non-working hours.

A Chairperson is to be elected by the Committee from within the Committee. The School Consultative Committee can decide upon a formula for appointment/rotation of Chairperson to ensure the position is equally shared.

A Secretary will be appointed, with responsibility for preparing the agenda and minutes of each meeting. The Secretary may not necessarily be a member of the School Consultative Committee. Minutes of meetings will be circulated amongst School Consultative Committee members for approval, then distributed to all staff.

Agenda items can be submitted to the Secretary from members of the Committee and staff members.

The Agenda should be prepared five (5) days in advance of a meeting and posted on noticeboards in staffrooms and work areas.

SCHEDULE 3

RATES OF PAYMENT: WAGES AND ALLOWANCES

Teaching Staff

Classification	1-Jan-04		1-Jan-05		1-Jan-06	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
Band 1						
Step 1	1425.80	37199	1482.80	38687	1534.70	40042
Step 2	1465.50	38233	1524.10	39762	1577.40	41154
Step 3	1513.90	39495	1574.50	41075	1629.60	42513
Step 4	1565.40	40838	1628.00	42471	1685.00	43958
Band 2						
Step 1	1608.10	41953	1672.40	43631	1730.90	45158
Step 2	1693.50	44182	1761.20	45949	1822.80	47557
Step 3	1781.50	46478	1852.80	48338	1917.60	50029
Step 4	1870.40	48798	1945.20	50750	2013.30	52526
Step 5	1959.50	51120	2037.90	53165	2109.20	55026
Band 3						
Step 1	2033.80	53060	2115.20	55182	2189.20	57113
Step 2	2108.20	55002	2192.50	57202	2269.20	59204
Step 3	2182.50	56938	2269.80	59216	2349.20	61288
Step 4	2256.70	58876	2347.00	61231	2429.10	63374
Senior Teacher	2350.60	61324	2444.60	63777	2530.20	66009
PAR Point	81.92	2137	85.20	2223	88.18	2300

School Officers

South East Queensland School Officers
Wage rate per week

As at 1 Jan 2004

Level	Minimum	Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Maximum
1	499.80	14.44	14.44	14.44	14.44	14.44	14.44	14.44	600.90
2	600.90	18.10	18.10	18.10	18.10	18.10	18.10		709.50
3	709.50	22.83	22.83	22.83	22.83	22.83			823.65
4	823.65	37.39	37.39	37.39	37.39				973.20
5	973.20	45.08	45.08	45.08					1108.45

As at 1 Jan 2005

Level	Minimum	Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Maximum
1	519.80	15.02	15.02	15.02	15.02	15.02	15.02	15.02	624.95
2	624.95	18.82	18.82	18.82	18.82	18.82	18.82		737.90
3	737.90	23.74	23.74	23.74	23.74	23.74			856.60
4	856.60	38.88	38.88	38.88	38.88				1012.15
5	1012.15	46.89	46.89	46.89					1152.80

As at 1 Jan 2006

Level	Minimum	Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Maximum
1	539.80	15.29	15.29	15.29	15.29	15.29	15.29	15.29	646.80
2	646.80	19.49	19.49	19.49	19.49	19.49	19.49		763.75
3	763.75	24.57	24.57	24.57	24.57	24.57			886.60
4	886.60	40.24	40.24	40.24	40.24				1047.60
5	1047.60	48.53	48.53	48.53					1193.15

North Queensland School Officers

Classification	Per Week	Per Week	Per Week
	1-Jan-04	1-Jan-05	1-Jan-06
Level 1			
Step 1	540.10	561.70	581.75
Step 2	552.40	574.50	594.60
Step 3	564.60	587.20	607.75
Step 4	577.05	600.15	621.15
Level 2			
Step 1	589.20	612.75	634.20
Step 2	606.15	630.40	652.45
Step 3	613.70	638.25	660.60
Level 3			
Step 1	613.70	638.25	660.60
Step 2	628.25	653.40	676.25
Step 3	656.85	683.10	707.00
Step 4	686.85	714.30	739.30
Level 4			
Step 1	687.50	715.00	740.00
Step 2	705.90	734.15	759.85
Step 3	724.30	753.25	779.60
Level 5			
Step 1	748.85	778.80	806.05
Step 2	767.25	797.95	825.90
Step 3	785.65	817.10	845.70
Level 6			
Step 1	810.60	843.00	872.50
Step 2	854.70	888.90	920.00
Step 3	899.05	935.00	967.70
Step 4	943.80	981.55	1015.90
Step 5	988.10	1027.60	1063.55

Miscellaneous Workers – Including Caretakers and General Cleaners not engaged in a Boarding House

Level	<u>\$ per Week</u> <u>1/01/2004</u>	<u>\$ per Week</u> <u>1/01/2005</u>	<u>\$ per Week</u> <u>1/01/2006</u>
1	542.50	564.20	584.20
2	563.45	586.00	606.50
3	593.80	617.55	639.15
4	641.15	666.80	690.15
Broken Shift Allowance	8.32 per Shift	8.65 per Shift	8.96 per Shift
Northern Allowance	1.10	1.10	1.10

Childcare Industry – Long Day Care

Classification	\$ per week 1/01/2004	\$ per week 1/01/2005	\$ per week 1/01/2006
Unqualified Assistant Child Care Worker			
Year 1	506.05	526.30	546.30
Year 2	520.45	541.25	561.30
Year 3	535.25	556.65	576.65
1 year qualified Assistant Child Care Worker			
Year 1	537.60	559.10	579.10
Year 2	552.25	574.35	594.45
Year 3	559.15	581.50	601.85
Unqualified Group Leader			
Year 1	563.55	586.10	606.60
Year 2	575.50	598.50	619.45
1 year qualified Group Leader			
Year 1	585.90	609.35	630.70
Year 2	600.55	624.55	646.40
Year 3	615.40	640.00	662.40
2 year qualified Group Leader			
Year 1	629.15	654.30	677.20
Year 2	644.65	670.45	693.90
3 year qualified Group Leader			
Year 1	646.75	672.60	696.15
Year 2	661.45	687.90	712.00
2 year qualified Assistant Director			
Year 1	646.75	672.60	699.50
Year 2	656.15	682.40	709.70
3 year qualified Assistant Director			
Year 1	661.45	687.90	715.40
Year 2	676.65	703.70	731.85
Unqualified Director			
Year 1	654.15	680.30	707.50
Year 2	669.30	696.05	723.90
1 year qualified Director			
Year 1	669.30	696.05	723.90
Year 2	687.80	715.30	743.90
2 year qualified Director			
Year 1	698.55	726.50	755.55
Year 2	706.85	735.10	764.50
Year 3	723.80	752.75	782.85

Year 4		740.10	769.70	800.50
3 year qualified Director				
Year 1		706.85	735.10	764.50
Year 2		723.80	752.75	782.85
Year 3		740.10	769.70	800.50
Year 4		756.50	786.75	818.20
Year 5		789.05	820.60	853.40
Year 6		821.60	854.45	888.65
Year 7		852.10	886.20	921.65
Year 8		877.10	912.20	948.70
Year 9		904.35	940.50	978.10
Teachers				
Band 1				
	Step 1	654.15	680.30	704.10
	Step 2	669.30	696.05	720.40
	Step 3	687.80	715.30	740.35
	Step 4	707.40	735.70	761.45
Band 2				
	Step 1	723.75	752.70	779.05
	Step 2	756.45	786.70	814.25
	Step 3	789.00	820.55	849.25
	Step 4	821.60	854.45	884.35
	Step 5	852.10	886.20	917.20
Band 3				
	Step 1	877.05	912.15	944.10
	Step 2	904.30	940.45	973.35
Northern Allowance				
		1.10	1.10	1.10

Childcare – After School Hours

South East Queensland

Classification	\$ per week 1/01/2004	\$ per week 1/01/2005	\$ per week 1/01/2006
Assistant			
Year 1	497.25	517.25	537.25
Year 2	535.30	556.70	576.70
Year 3	551.40	573.45	593.50
Year 4	565.75	588.40	609.00
Co-ordinator - Unqualified			
Year 1	666.55	693.20	717.45
Year 2	678.50	705.65	730.35
Year3	697.40	725.30	750.70
Co-ordinator - Qualified			
Year 1	722.20	751.10	777.40
Year 2	733.90	763.25	789.95
Year 3	747.05	776.95	804.15

North Queensland

	\$ per week 1-Jan-04	\$ per week 1-Jan-05	\$ per week 1-Jan-06
Co-ordinator			
Unqualified			
Year 1	676.00	703.05	727.65
Year 2	687.70	715.20	740.25
Year 3	705.90	734.15	759.85
Qualified			
Year 1	729.80	759.00	785.55
Year 2	741.15	770.80	797.80
Year 3	751.05	781.10	808.45
Assistant			
Year 1	511.60	532.05	550.65
Year 2	549.15	571.10	591.10
Year 3	564.70	587.30	607.85
Year 4	578.75	601.90	622.95
Northern Allowance	1.10	1.10	1.10

Building Products, Manufacture and Maintenance Award

	\$ per Week <u>1/01/2004</u>	\$ per Week <u>1/01/2005</u>	\$ per Week <u>1/01/2006</u>
Joiners, Shopfitters, Machinists, Glaziers, Carpenters, Bricklayers, Plasterers (including fibrous plasters), Floor Specialists, Tilers, Plumbers, Licensed Drainers, Leadlight Workers Painters, Sand Blasters	641.25	666.90	690.25
Assembler A	563.75	586.30	606.80
Assembler B	537.10	558.60	578.60
Labourer	520.95	541.80	561.75
Allowance In Charge of			
No more than 1 employee	3.02	3.14	3.25
More than 2, less than 5	6.34	6.60	6.83
More than 6, less than 10	7.90	8.22	8.51
More than 10	10.76	11.19	11.59
Northern Allowance	1.10	1.10	1.10

Nursing Staff

	<u>per week</u> <u>1/01/2004</u>	<u>\$ per Week</u> <u>1/01/2005</u>	<u>\$ per</u> <u>Week</u> <u>1/01/2006</u>
Level 1			
Registered Nurses			
1st Year	723.15	752.10	778.40
2nd Year	758.75	789.10	816.70
3rd Year	794.45	826.25	855.15
4th Year and thereafter	829.70	862.90	893.10
Level 2			
Registered Nurses			
1st Year	1,007.50	1,047.80	1,084.45
2nd Year	1,031.50	1,072.75	1,110.30
3rd Year	1,055.00	1,097.20	1,135.60
4th Year and thereafter	1,078.65	1,121.80	1,161.05
Level 3			
Registered Nurses			
1st Year	1,123.15	1,168.10	1,209.00
2nd Year	1,149.90	1,195.90	1,237.75
3rd Year	1,176.30	1,223.35	1,266.15
4th Year and thereafter	1,203.25	1,251.40	1,295.20
Enrolled Nurses			
Paypoint 1	659.25	685.60	709.60
Paypoint 2	673.40	700.35	724.85
Paypoint 3	687.45	714.95	739.95
Paypoint 4	701.75	729.80	755.35
Paypoint 5	716.05	744.70	770.75
Assistants in Nursing			
1st Year	427.60	447.60	467.60
2nd Year	462.50	482.50	502.50
3rd Year	495.00	515.00	535.00
4th Year	566.65	589.30	609.95
5th Year	597.70	621.60	643.35
Northern Allowance	1.10	1.10	1.10
Mackay Allowance	0.90	0.90	0.90

Level	per week	\$ per Week	\$ per Week
	<u>1/01/2004</u>	<u>1/01/2005</u>	<u>1/01/2006</u>
15 Years	271.25	291.25	311.25
16 Years	299.10	319.10	339.10
17 Years	327.00	347.00	367.00
18 Years	382.80	402.80	422.80
19 Years	438.65	458.65	478.65
20 Years	494.50	514.50	534.50
21 Years	580.60	603.80	624.95
First Level Supervisor	598.55	622.50	644.30
Second Level Supervisor	629.20	654.35	677.25
Northern Allowance	1.10	1.10	1.10

Boarding House Staff

	\$ per Week	\$ per Week	\$ per Week
	<u>1/01/2004</u>	<u>1/01/2005</u>	<u>1/01/2006</u>
Level 6:	640.65	666.30	689.60
Level 5: Chief cook	607.35	631.65	653.75
Level 4: Second cook	585.00	608.40	629.70
Level 3: Cook alone	558.00	580.30	600.60
Level 2: Cook	541.75	563.40	583.10
Level 1: Kitchenhand/waiter	528.80	549.95	569.20
Persons not elsewhere catered for	524.80	545.80	564.90
Juniors Under 17 Years			
60%	357.75	377.75	397.75
17 under 18 years	414.00	434.00	454.00
70%			
18 and under			
19 years 80%	470.25	490.25	510.25
19 and under			
20 years 90%	526.85	547.90	567.95
Housekeeper	567.05	589.75	610.40
Broken Shift Allowance	8.32 per Shift	8.65 per Shift	8.96 per Shift
Northern allowance	1.10	1.10	1.10

Boarding House Supervisor

Classification	\$ per Week	\$ per Week	\$ per Week
	<u>1/01/2004</u>	<u>1/01/2005</u>	<u>1/01/2006</u>
Level 1	534.85	556.25	576.25
Paypoint 1	546.60	568.45	588.50
Level 2			
Paypoint 2	546.60	568.45	588.50
Level 3			
Paypoint 1	558.40	580.75	601.10
Paypoint 2	576.05	599.10	620.05
Paypoint 3	593.70	617.45	639.05
Paypoint 4	611.30	635.75	658.00
Paypoint 5	632.10	657.40	680.40
Level 4			
Paypoint 1	611.30	635.75	658.00
Paypoint 2	632.10	657.40	680.40
Paypoint 3	646.60	672.45	696.00
Paypoint 4	664.25	690.80	715.00
Paypoint 5	681.70	708.95	733.75
Level 5			
Paypoint 1	653.85	680.00	703.80
Paypoint 2	681.70	708.95	733.75
Paypoint 3	699.45	727.45	752.90
Paypoint 4	711.25	739.70	765.60
Paypoint 5	728.80	757.95	784.50
Northern allowance	1.10	1.10	1.10

Greenkeeper Groundsperson

Level	\$ per Week <u>1/01/2004</u>	\$ per Week <u>1/01/2005</u>	\$ per Week <u>1/01/2006</u>
1. Trainee up to 3 months	507.20	527.50	547.50
Trainee 3 months and less than 6 months	530.85	552.10	572.10
2. Assistant Greenkeeper, Curator, Groundsperson, All other Employees	558.15	580.50	600.80
3. Greenkeeper or Curator or Assistant Greenkeeper or Curator or Groundsperson	591.40	615.05	636.60
Broken Shift Allowance	8.32 per Shift	8.65 per Shift	8.96 per Shift
Northern Allowance	1.10	1.10	1.10

Passenger Vehicle Drivers – North Queensland

Classification	Per Week 1-Jan-04	Per Week 1-Jan-05	Per Week 1-Jan-06
Grade 1			
Cleaner/Greaser	518.20	538.95	558.95
Yardperson	518.20	538.95	558.95
Grade 2			
Driver of Motor Vehicle other than a bus	536.35	557.80	577.80
Motor Bus Co-ordinator	536.35	557.80	577.80
Grade 3			
Driver of bus with more than 25 people for day return	545.50	567.30	587.30
Grade 4			
Driver of bus with more than 25 people for day return	559.15	581.50	601.85
Grade 5			
Driver of bus of more than 25 people Extended tour 650 km or more return journey	568.25	591.00	611.70
Grade 6			
Driver articulated vehicle	577.40	600.50	621.50
Supervisor	577.40	600.50	621.50
Northern Allowance	1.10	1.10	1.10

SCHEDULE 4

DEFINITIONS AND EMPLOYMENT STATUS

1. FULL TIME STAFF – ALL CATEGORIES

A person who is required to attend the place of employment for the maximum hours and maximum number of weeks per year as set by the relevant Awards or Agreements shall be deemed to be full time staff.

2. NON-TEACHING STAFF – OTHER THAN FULL TIME

2.1 Part-Time

A part-time employee is an employee engaged to work a constant number of ordinary hours of less than 38 hours per week on the basis of 52 weeks per annum.

2.2 Term Time

A term time employee is a continuing employee engaged to work:

- 38 ordinary hours per week but less than 52 weeks per year; or
- fewer than 38 ordinary hours per week and fewer than 52 weeks per year.

The interruption of continuous employment due to the School term vacation shall not terminate the employment. The person will recommence work no later than the first day of each term or upon the return of the teaching staff for the preparation of the following term or as otherwise mutually agreed between employer and employee.

2.3 Fixed Term

A fixed term employee is one engaged to work 38 hours or fewer per week with a specified commencement and cessation date.

2.4 Rate of Payment – Part Time, Term Time, Fixed Term

A person employed under these categories shall be paid at the appropriate rate as prescribed for the category or level under this Agreement, based upon:

- the hourly rate equals the rate of pay prescribed for a full time employee divided by 38.

A person employed under these categories shall accrue pro rata entitlements of sick leave, annual leave of four (4) weeks and long service leave based on the number of total ordinary hours worked divided by the number of ordinary hours worked by a full time employee in 12 months multiplied by the hours of entitlement.

The annual leave loading of 17.5% on four (4) weeks will be paid on the pro rata accrual.

In working out a completed year of employment, a period of more than three months when an employee is absent with the employer's approval are not to be taken into account.

Where a public holiday falls on a day upon which an employee is normally engaged, that employee shall be paid the ordinary rate for the number of hours normally worked on that day. If an employee is required to work on a Public Holiday, they will be paid the penalty rate from the appropriate Award.

All Part Time, Term Time, Fixed Term employees will have the opportunity for membership of one (1) of the School's contributory Superannuation funds.

2.5 Casual Staff

A casual employee is a person engaged and paid as such and who is employed by the hour.

2.5.1 Rate of Payment:

A casual employee shall be paid at the prescribed weekly rate of payment as appropriate for a full time employee performing the same or similar task divided by 38 plus **23% loading**.

A casual employee shall not be entitled to payment for public holidays or pro rata entitlements, with the exception of Long Service Leave.

3. TEACHING STAFF – OTHER THAN FULL TIME

3.1 Part Time

A part-time teacher is a teacher engaged, subject to the provisions of this clause, on an agreed proportion of a full-time teacher's work load. A part-time teacher is employed with a maximum contact time of:

- 18 hours per week for secondary classroom teachers; and
- 22 hours per week for primary classroom teachers.

A part-time teacher is required to undertake preparation and correction and co-curricular duties proportional to that of a full-time teacher. Such an employee is a permanent employee and has continuity of employment.

The duties of part-time teachers will be arranged in a manner which meets the Schools' operational requirements but takes into account an employee's personal circumstances.

A part-time teacher may, subject to the provisions of the clause, agree to undertake additional duties from time to time. A part-time teacher may be requested to undertake, but not exceed, a full-time maximum contact time in the case of occasional absence of another teaching staff member. This practice will not exceed 20 consecutive working days.

Where a part-time teacher is engaged to undertake duties in excess of their agreed proportion, they will receive payment on the basis of the appropriate part-time or supply hourly rate for the work undertaken. In the case of time paid at the part-time rate, the additional hours also count towards all accrued pro rata entitlements, such as paid vacation leave, leave loading, etc.

The provisions of Clause 12 (Salary Increments) Teachers' Award – Non-Governmental Schools, 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 1230 hours.

3.1.1 Rate of Payment

A part-time teacher shall be paid at the appropriate rate as prescribed by this Agreement for a teacher of equivalent teaching experience and academic qualifications.

The rate of payment for part-time teachers shall be calculated by multiplying the proportion that their agreed hours bear to the maximum full-time quantum of hours by the salary prescribed by this Agreement for a teacher of equivalent teaching experience and academic qualification. Part-time teachers employed in accordance with this provision shall accrue a pro-rata entitlement to sick leave, paid vacation period and leave loading on the same basis.

When a public holiday falls on a day upon which an employee is normally engaged, that employee shall be paid the appropriate rate to the number of hours normally worked on that day.

3.2 Supply Teacher

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

A supply teacher shall be employed for a minimum period of three (3) hours and a maximum period of five (5) hours of actual teaching in respect to any one engagement. There shall be a minimum payment of three (3) hours for each day so employed.

Where a supply teacher is required to perform duties over and above their classroom teaching duties, they shall be remunerated in accordance with the section "Rate of Payment."

Remuneration for a supply teacher shall be based on the appropriate award scale in accordance with the formula in the section "Rate of Payment."

Provided that payment for preparation and correction in accordance with Part Time teaching staff shall not apply to supply teachers in respect to the first two (2) days of any one engagement.

The provisions of Clause 12 (Salary Increments) Teachers' Award - Non-Governmental Schools, shall apply to supply teachers; provided that a supply 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 to work performed, is 1200 hours.

3.2.1 Rate of Payment:

A supply teacher shall be paid at the appropriate rate as prescribed by this Agreement for a teacher of equivalent teaching experience and academic qualifications.

Hourly rate equals the fortnightly salary prescribed divided by 53, plus a casual loading of **23%**.

A supply teacher shall not be entitled to payment for public holidays or other pro rata entitlements.

3.3 Fixed Term Teachers

A fixed term teacher is one engaged to work up to, but not exceeding, a full teaching load with a specified commencement and cessation date.

3.3.1 Rate of Payment

A fixed term teacher shall be paid at the appropriate rate as prescribed by this Agreement for a teacher of equivalent teaching experience and academic qualifications and shall be paid the proportion of the annual salary which relates to the period worked.

Fixed term teachers shall accrue pro rata entitlements of sick leave, paid vacation period and long service leave based on the number of hours worked divided by the annualised quantum of hours worked by a full time teacher multiplied by the hours of entitlement.

The leave loading of 17.5% on four (4) weeks salary will be paid on the pro rata annual leave accrual.

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

4. NOTICE OF TERMINATION

4.1 Teaching Staff

Except where otherwise mutually agreed between the employer and the employee or as required by legislation and except as hereafter provided, a teacher's service may be terminated by one month's notice preferably within teaching term time, by either party; provided that in lieu of such notice the one month's pay shall be paid or forfeited.

This period of notice shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal or in the case of supply teachers or employees engaged for a specific period of time or for a specific task or tasks.

4.2 Other Staff

4.2.1 Notice of termination by employer

(a) Except where otherwise mutually agreed between the employer and the employee, in order to terminate the employment of an employee, the employer shall give the following notice:

Period of Continuous Service	Period of Notice
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) Employees over 45 years of age at the time of receiving the notice and with not less than two years' continuous service shall be entitled to an additional one week's notice;
- (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 of notice.
- (d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- (e) This period of notice shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

4.2.2 Notice of Termination by employee

An employee, except where otherwise mutually agreed between the employer and the employee, is required to give the employer two (2) weeks' notice of termination. If an employee fails to give this 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.

SCHEDULE 5

HOURS OF DUTY: TEACHING STAFF

1. Introduction

The Parties acknowledge that teachers contribute well in excess of the Hours of Work as outlined in this Agreement. This Agreement prescribes the hours of work that the employer may direct and require a teacher to perform.

2. Hours of Duty

The ordinary hours of duty for teachers covered by this agreement shall be based on the annual quantum of 1230 hours.

Ordinary hours of duty shall be worked on a continuous basis and not more than one third of the agreed daily hours shall be worked before 8.00 am, or after 6.00 pm. These ordinary hours of duty shall be worked over a five (5) day week Monday to Friday, over the length of the School year.

Teachers may be required to be on duty beyond the span of hours for up to four (4) identified special events per year. The special events will be identified on an individual School basis at the commencement of each semester; employees will be given thirty(30) days' notice prior to working on special events. The hours worked are to be included within the quantum of ordinary hours.

Any duties of teachers required by the School greater than the total hours prescribed in this Agreement shall be regarded as overtime and paid at the rate of time and a half for the first three hours and double time thereafter. For the purpose of calculating overtime each teacher's duty shall be calculated on a semester by semester basis using agreed notional times.

3. Types of Duty

Duty shall be of three categories: Contact Time, Preparation and Correction Time and Co-curricular duties.

3.1 Contact Time

Contact time shall be defined as programmed teaching, programmed pastoral care and programmed sport where it occurs in the normal week - eg Wednesday afternoon.

The maximum contact time for teachers shall be as follows:

Secondary classroom teachers	20 hours 40 minutes per week
Primary classroom teachers	24 hours 40 minutes per week

3.2 Preparation and Correction Time

3.2.1 Secondary Teachers

The weekly preparation and correction time shall be approximately twenty percent (20%) of the individual teacher's weekly timetabled contact time as part of programmed ordinary hours of work.

3.2.2 Primary Teachers

The weekly preparation and correction time shall be two (2) hours.

3.3 Co-curricular Duties

Where co-curricular duties are programmed during a teachers contact time, such co-curricular duties shall not be included in the calculation of "Co-curricular Duties" time. Duties identified below are defined as "Co-curricular duties" where they fall outside the programmed time as determined in 4.2 above (Preparation and Correction).

The remainder of the total quantum of hours shall be defined as "Co-curricular duties" and may include, but are not restricted to, the following directed duties:

1. Class/playground/transport/detention supervision;
2. Assemblies of students with staff;
3. Form time and roll call which does not include instruction;
4. Preparation and correction outside the programmed time;
5. Setting and correcting assignments;
6. Supervision of tests and examinations conducted in connection with the School curriculum where in addition to that which occurs in normal program allocation;
7. Evaluating and assessing students' work and interdepartmental moderation;
8. Report writing;
9. Staff meetings, whole or subsets;
10. Educational activities associated with the programmed curriculum where in addition to that which occurs in normal program allocation;
11. Parent/teacher interviews and parent contact evenings;
12. Attendance at School for the required time before and after the commencement and finishing of classes;
13. School worship, chapel and services;
14. Supervision or cover periods outside contact time;
15. Administrative duties - eg record keeping, cataloguing, classifying, care and maintenance of laboratories, classrooms and their equipment;
16. Compiling syllabuses, work books and programs;
17. Preparation of folios for submission (BSSSS);
18. Programmed tutorial and individual support where not part of Contact time;
19. Preparation for Days of Excellence programs;
20. School special events eg. concerts, musicals, fetes and carnivals, open days, excursions, sports carnivals etc;
21. Professional development days or programmed sessions where not part of Contact time;
22. Training and coaching activities;
23. Camps and retreats;
24. Managing clubs within the School (eg debating, chess).

3.3.1 Notional Time allocated to Co-curricular Duties

Each co-curricular duty shall have a notional time allocated to it. The notional time allocated will be used in the calculation of a Teacher's required hours of duty.

Each School shall, in consultation with the School Consultative Committee, provide an agreed schedule of Co-curricular activities at the commencement of each year. Activities outside the schedule, outside the notional time and outside a teacher's annual quantum of hours, will be considered "extra-curricula" and will continue to be honorary and voluntary.

4. Calculation of the Hours of Duty

Each teacher's hours of duty shall be calculated based on the contact time, preparation and correction time and agreed notional time for co-curricular duties as outlined in this schedule. Teachers will be advised of the calculation of their annual quantum of hours early in Term 1.

Nothing contained in this clause prevents the School from altering a teacher's hours of duty in accordance with academic change, administrative change and/or emergent needs provided that the annual quantum of ordinary hours does not exceed 1230.

5. Extra-curricular Duties

Extra curricular duties are those that fall outside the programmed ordinary hours of work [annual quantum of 1230 hours].

Employees recognise that they have assisted in the Schools' extra curricular activities and reaffirm this commitment to assistance on the basis that it is recognised by the employer as both honorary and voluntary.

The Parties also acknowledge that a variety of other methods is utilised by some of the Schools listed in Schedule 1 to provide practical recognition for the voluntary participation in extra curricular activities. These methods will continue under this Agreement. The Parties encourage the enhancement and continue implementation of such arrangements.

6. Residential Teacher

Notwithstanding the provisions of Clause 2 hereof, a residential teacher who is engaged as a full-time teacher in the same School to which a boarding establishment is attached may be required to spend not more than ten (10) hours per week in resident duties as herein defined. These hours of duty shall be in exchange for the residential teachers' board and residence.

7. Boarding House Employees

A teacher engaged by an employer to work as a full-time boarding supervisor may agree to work as a supply teacher to relieve a teacher absent from duty or to meet a short-term staffing need. Such an employee shall receive payment on the basis of the supply teacher rate of payment contained in this Agreement.

8. Meal Break

The employer will endeavour to ensure that all teachers receive adequate unpaid meal breaks of at least 30 minutes per day between the hours of 11.30am and 2.00pm provided

that such a teacher shall receive aggregated unpaid meal breaks of at least 2 hours 30 minutes per week.

9. Review

It is agreed between the Parties that the hours of duty will be reviewed periodically during the life of this Agreement.

10. General

All other provisions of the Teachers Award - Non-Governmental Schools in full, shall apply to the Employers as prescribed in Schedule One (1) and their employees, except where such conditions are varied by the provisions contained in this Agreement.

SCHEDULE 6

SENIOR TEACHER

1. Preliminary

This schedule shall operate from 1 July 1999 and prevail over Clauses 2(20) and 8C of the Teachers' Award Non-Governmental Schools.

The position of Senior Teacher provides Anglican Schools and teachers with the opportunity to enhance the quality of teaching and learning. The Senior Teacher provision provides an opportunity for classroom teachers to further teaching excellence and promotes a leadership role amongst classroom teachers by undertaking high level tasks consistent with this Schedule.

The provisions which are contained within this Schedule will be exclusive of the PAR Schedule.

The duties of a Senior Teacher will not be those of a PAR position and will be remunerated according to the Senior Teacher provisions as outlined in this schedule.

2. Definition

A Senior Teacher is a teacher who:

- (a) has been on the classification Band 3 Step 4 for a period of 12 months; and
- (b) makes a commitment by signing an undertaking consistent with Clause 4: Senior Teacher Action Plan.

3. Notification

3.1 The Employing Authority will initiate advice to the teacher regarding the teacher's eligibility to be a Senior Teacher which will be:

- (a) in writing and identify the date of eligibility; and
- (b) provided to the teacher at least six months prior to the date of eligibility.

3.2 Should a teacher not be notified of eligibility to be a Senior Teacher, then the teacher will not be precluded from submitting the Senior Teacher Action Plan. In cases where notification has not occurred, retrospective payment will be made from date of eligibility.

4. Senior Teacher Action Plan

4.1 The teacher will submit a signed Senior Teacher Action Plan which lists one or more tasks the teacher will undertake as a classroom teacher consistent with the express intention of furthering teaching excellence.

4.2 This undertaking will be in the form of a Senior Teacher Action Plan (Attachment A), which will identify specific task(s) consistent with one or more of the skills identified in Clause 5.

4.3 The Senior Teacher Action Plan which identifies one or more tasks from Clause 6 will be mutually agreed and signed by the teacher and the Principal.

- 4.4 A Senior Teacher shall review and revise, if necessary, the Senior Teacher Action Plan each year.

Where a Senior Teacher Action Plan is revised it will be resubmitted to the Principal, mutually agreed and signed by the Principal and Teacher.

- 4.5 The implementation of the Senior Teacher Action Plan will be undertaken upon request, with reasonable notice, from the Principal.
- 4.6 In the event of either party having a grievance with the Senior Teacher Action Plan, each party reserves the right to invoke the procedures for preventing and settling disputes contained within Clause 2.2 of this Certified Agreement, as provided for in Clause 8 of this Schedule.

5. Skills

The task(s) identified within the Senior Teacher Action Plan shall demonstrate one or more of the following skills:

- (i) Skills in effective classroom practices;
- (ii) Skills in evaluating and reporting students' progress;
- (iii) Skills in developing positive relationships with students;
- (iv) Skills in the development of personal and professional relationships with other staff members, parents and the wider community;
- (v) Skills in the development and implementation of ideas gained from professional development activities to enhance students' learning;
- (vi) Skills in the development and implementation of ideas gained from professional development activities to promote organisational development.

6. Indicative Tasks

- 6.1 The demonstration of one or more of the above skills may involve one or more tasks chosen by the teacher from a list developed via a mechanism of consultation through the School Consultative Committee. The list of tasks developed by the School Consultative Committee shall be consistent with the School Strategic and Operation Plan.

It should be noted that tasks developed by the School Consultative Committee are tasks that a teacher may undertake as a classroom teacher.

- 6.2 The following list of tasks is an indicative list only and may be used as a guide in the development of the School list by the School Consultative Committee:

- Developing teaching-learning activities which enhance student learning;
- Modelling effective teaching strategies and classroom management strategies in an identified context;
- Providing support to the implementation of a new syllabus;
- Providing support to the evaluation of curriculum;
- Making a contribution to the professional development of other teachers;
- Providing pastoral support to students in an identified area(s);
- Providing pastoral support to other employees in an identified area(s);
- Providing support to core testing activities;
- Undertaking the testing, recording and reporting associated with core assessment;
- Providing support to the induction program for new staff;
- Undertaking an identified mentoring task(s);
- Providing support to a year level co-ordinator in an identified area(s);
- Providing support to a subject area co-ordinator in an identified area(s);

- Participation in internal and/or external School/community committees;
- Providing support to or undertaking a project activity;
- Providing support to resource development in an identified area(s).

7. Classroom Allocation

The tasks of a Senior Teacher will not be as frequent or onerous as to detract from the Senior Teacher's primary role as a classroom teacher. The normal classroom load of a Senior Teacher may be adjusted when necessary, from time to time at the discretion of the Principal, within available resources and consistent with Schedule 5 of this Certified Agreement.

8. Grievance

- 8.1** A teacher will not be prejudiced by not having complied with their Senior Teacher Action Plan due to circumstances beyond the control of the teacher.
- 8.2** If a Senior Teacher does not comply with the terms of the undertaking within the Senior Teacher Action Plan the Principal will:
- (i) outline the nature of the non-compliance, in writing, to the teacher; and
 - (ii) provide the teacher with adequate opportunity to explain/redress the situation.
- 8.3** 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:
- (i) the Principal will provide a written determination to the teacher outlining the teachers non-compliance with the undertaking; and
 - (ii) the teacher will revert back to the classification of Band 3 Step 4 for a period of 12 months from the date of the Principal's written determination.
- 8.4** After the 12 month period referred to in Clause 8.3 (ii) expires, the teacher is again eligible for access to Senior Teacher.
- 8.5** Any teacher aggrieved by the decision to remove their classification of Senior Teacher or to refuse them entry or re-entry to the Senior Teacher classification, may access the dispute resolution procedure (Clause 2.2) of this Certified Agreement.

9. Remuneration

Remuneration payable to a Senior Teacher is at the rate prescribed in Schedule 3. Remuneration shall be paid from the date of eligibility provided that the teacher provides an undertaking consistent with Clause 4 prior to that date. Where the teacher provides an undertaking, consistent with Clause 4, after the eligibility date remuneration shall be paid from the date the undertaking is provided.

10. Eligibility of fixed term appointees

In the case of a teacher employed on a fixed term basis, such a teacher may only access Senior Teacher classification if either:

- (a) the fixed term engagement is of at least three (3) School terms in duration; or
- (b) the term of engagement being less than three (3) School terms, the Principal reaches agreement with the fixed term teacher.

In cases where the classification of Senior Teacher is not accessed by a fixed term teacher, then there shall be no employer requirement or expectation that tasks, consistent with this provision will be performed.

11. Eligibility of part-time appointees

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 Senior Teacher classification through the process identified in Clause 4 and shall receive a proportional salary rate based on the salary rate of a senior teacher.

Task(s) undertaken by a part-time teacher will reflect the proportion of time employed at the School.

12. Portability of the provision

The classification of senior teacher is portable among Schools listed in Schedule 1 of this Agreement.

The Senior Teacher may review and resubmit the Senior Teacher Action Plan upon commencing employment at a new School.

ATTACHMENT A

SENIOR TEACHER ACTION PLAN

Name:

Consistent with the provision given in Clause 5.15 of The Anglican Schools Certified Agreement, , I agree to undertake tasks consistent with one or more of the skills areas identified in Clause 5 according to the following schedule:

(a) Identified skill(s)

(b) Identified task(s)

..... Date / /

Signature

..... Date / /

Principal

Remuneration shall be paid from the date of eligibility provided that the teacher provides an undertaking consistent with Clause 4 prior to that date. Where the teacher provides an undertaking, consistent with Clause 4, after the eligibility date remuneration shall be paid from the date the undertaking is provided.

SCHEDULE 7

HOURS OF DUTY - NON-TEACHING STAFF

1. Variable Working Hours for Non-Teaching Staff

1.1 The ordinary hours of work shall not exceed an average of 38 hours per week over any work cycle, provided ordinary hours may be worked on not more than five (5) consecutive days in any week. Staff may work a broken shift as provided in the relevant Award.

1.2 Ordinary hours shall not exceed 10 on any day. Provided that where the ordinary working hours are to exceed 7.6 on any day, the arrangement of hours shall be subject to the agreement of the employer and the employee/s concerned.

1.3 Except in the case of new employees, any arrangement of hours, which includes Saturday and/or Sunday as ordinary hours shall be subject to agreement between the employer and the employee/s concerned. No employee engaged prior to this Agreement shall be compulsorily required to work ordinary hours on a Saturday or Sunday.

1.4 Span of Hours

The span of hours in which ordinary hours may be worked is as follows:

1.4.1 Boarding House staff (including Boarding Supervisors), **Nurses**, Cleaners, Caretakers, **Security Guards** and Ground staff shall commence no earlier than 6.00am Monday to Sunday inclusive, provided that Ground staff shall work ordinary hours between 5.30am to 6.00pm, Monday to Sunday.

1.4.2 Building and Maintenance staff shall work ordinary hours between 6.00am and 6.00pm, Monday to Friday inclusive.

1.4.3 **School Officers, Childcare, Retail and Bus Driving** staff shall work ordinary hours between 7.00am and 6.00pm, Monday to Friday.

1.4.4 **The Parties commit to negotiate regarding the span of hours for any category of employees not identified in clauses 1.4.1 to 1.4.3 of this clause.**

1.5 Special Events

Employees may be required to work up to 10 ordinary hours on identified special events without the payment of penalties; provided that no employee shall be required to work on more than four (4) such special events per annum. The special events will be identified on a School by School basis at the commencement of each semester. Employees will be given 30 days' notice prior to working on special events. Special events may include, but are not limited to, the following:

- Open Day/s
- Speech Day/Night
- Overseas Student Testing
- Building Openings
- Orientation Day/s
- Fêtes
- Annual Book/Clothing Sales

2. Meal Break

- 2.1** Where an employee is employed for at least six (6) hours per day, such employee shall be entitled to a continuous unpaid meal break of not less than 30 minutes and not more than one (1) hour duration; provided that no such employee shall work for more than five (5) hours without a break for a meal except where the employer and the employee mutually agree to work through the meal break as paid crib.
- 2.2** Where an employee is required to work through a meal break as prescribed in Sub-clause 2.1 above, such employee shall be paid at the rate of double time for the duration of the meal break worked, except employees who agree to a paid crib break as detailed above.
- 2.3** Any employee who is required to continue working for more than two (2) hours beyond their ordinary ceasing time shall be provided with an adequate meal by the employer or paid an amount of \$7.50 in lieu thereof; provided that where employees have provided themselves with a meal because of receipt of notice to work overtime and such overtime is not worked, such employee shall be paid \$7.50 for any meal so provided.

3. Rest Pauses

All employees working at least a 7.6 hour day shall be entitled to a rest pause of ten (10) minutes duration in the employer's time, in the first and second half of their working day. Where an employee works fewer than 7.6 hours but more than four (4) hours on any day, the employee shall be entitled to one ten-minute rest pause on that day. Such rest pauses shall be taken at times so as not to interfere with the continuity of work where continuity is necessary; provided that where an employee is rostered to work less than a ten (10) hour day and there is agreement between employer and the majority of employees concerned, the rest pauses prescribed by this subclause may be combined into one 20-minute rest pause.

4. Overtime

All time worked outside or in excess of the ordinary hours of work prescribed herein, or outside an employees starting and ceasing times, shall be deemed to be overtime and shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter.

4.1 Time Off in Lieu of Overtime

Subject to the prior approval of the employer, an employee who so requests may be allowed time off duty in lieu of the payment of overtime, subject to the following:

- 4.1.1** The time allowed off duty shall be equal to the number of hours so worked provided that where an employee is required to work overtime on a Saturday or Sunday by agreement between the employee and employer, time off in lieu of overtime may be given to the employee. Such time off in lieu of overtime shall be equivalent to the number of ordinary hours pay that the employee would have received for such overtime (eg one (1) hour worked at overtime at time and a half equates to one and a half hours ordinary pay, therefore the employee would received one and a half hours of time off in lieu of overtime).
- 4.1.2** Employees shall be allowed to accumulate up to five (5) working days' credit at any one time; provided that term time employees may accumulate up to 10 days at any one time. Accumulated time shall be taken at a time mutually agreed between the employee and the employer, within 12 months of such accumulation, provided that there is no limitation on the accumulation of working days for nurses.

4.1.3 Any accrued time that is outstanding after 12 months, or at the time of termination, shall be paid out at the rate of time and a half for all time outstanding, unless there is agreement between the employer and the employee to continue to accumulate in excess of 12 months.

5. Weekend and Late Night Work Boarding House staff (including Supervisors), Nurses, Cleaners, Caretakers, Security Guards and Ground staff

5.1 All ordinary hours worked between midnight Friday and midnight Saturday shall attract a penalty of 25% in addition to the ordinary rate - ie 125%; provided that new employees employed as Ground staff may work ordinary hours on Saturday without payment of such 25% penalty.

5.2 All ordinary hours worked between midnight Saturday and midnight Sunday shall attract a penalty of 100% in addition to the ordinary rate - ie 200%; provided that Boarding House Supervisors may work ordinary hours on a Sunday with a penalty of 50% in addition to the ordinary rate - ie 150%.

5.3 Except in the case of Ground Staff, all ordinary hours worked between 10.00pm and 6.00am Monday to Friday shall attract a penalty of 15% in addition to the ordinary rate; provided that where the employer and the employee/s concerned at a workplace agree, an employee/s may commence ordinary hours on or after 5.00am without penalty.

6. Broken Shift Allowance

Where an employee works a broken shift as defined, such employee shall be paid in accordance with Schedule 3, in addition to the ordinary rate for every shift so worked, except in the case of **Nurses**, Caretakers and Boarding Supervisors who are provided with accommodation by the employer.

7. Annualisation of Wages

Facility hereby exists for agreement to be reached between the employer and the employee/s affected, for employees who work less than a full year to have their pay averaged out over the full year. 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.

Hours in excess of the employees agreed normal working hours will be paid within the next pay period. Where there are substantive changes to the standard roster a new calculation of annualisation of wages will occur.

SCHEDULE 8

BOARDING HOUSE SUPERVISORS CLASSIFICATION STRUCTURE

1. DEFINITIONS

Boarding House Supervisor: shall mean an employee appointed as such who is responsible for the care and supervision of boarding students.

2. CLASSIFICATION STRUCTURE

2.1 Level 1 (Boarding House Assistant)

Boarding Assistants who receive board and lodging in return for assisting Boarding House Supervisors Level 2 and above, will be classified as Level 1 for the purposes of any payment of monies in accordance with this Agreement.

2.2 Level 2 (Boarding House Supervisor)

This classification will be applied as an entry level at which employees learn and gain competency at a basic level in the skill required by the employer. The employee will progress to the next level when the necessary skills/competency is utilised in the performance of the job and the employer has a need for that position to be filled or upon the completion of the equivalent of 12 months service with the employer.

Characteristics:

An employee at this level works under close supervision either as an individual or a member of a team. A Boarding House Supervisor Level 2 will apply domestic and interpersonal skills to assist more senior staff on duty in the daily routines of the Boarding House involving the supervision of students and the general functioning of the Boarding House. They are accountable to higher level staff members and their work is regularly checked.

Competency at this level involves application of knowledge and skills to a limited range of tasks and roles. Competencies are normally used within established routines, methods and procedures that are predictable and within which judgement against established criteria is also involved.

Typical Duties:

Duties of the Level 2 Boarding House Supervisor shall include, but are not limited to:

- ensuring students rise, attend to personal hygiene, personal housekeeping and community duties;
- supervise meals;
- assist in the provision of a secure environment for students;
- supervise and assist students with study and homework;
- participate in student activities and outings as required;
- oversee departure of students on weekend leave;
- other duties as requested from time to time;
- report to higher level staff incidents, accidents, maintenance concerns etc.

2.3 Level 3 (Boarding House Supervisor)

Employees shall be graded at this level where the principal characteristics of their position, as determined by the employer are identified as follows:

Characteristics:

Work is carried out under general supervision. Progress and outcomes sought are under general guidance. A Level 3 Boarding House Supervisor may have responsibility for and limited organisation of the work of Level 2 Supervisors and Level 1 Boarding House Assistants.

Competency at this level involves the application of knowledge with depth in some areas. Competencies are normally used within existing routines, methods and procedures where direction and judgement are required for self and/or others in use of equipment, work organisation, services, actions and achieving outcomes within time constraints. Assistance with the training of lower level staff may be required.

Qualifications:

Knowledge, qualifications and experience relevant to the position or Tertiary qualifications at Certificate/Diploma level may be required by the employer as necessary to successfully carry out the duties of the position.

Typical Duties:

Duties of the Level 3 Boarding House Supervisor shall include, but are not limited to:

- all duties identified in Level 1 and 2;
- liaise with parents as the need arises and as provided for in School policy (generally identified in Position Description);
- ensure that students understand and adhere to School policies;
- Reception duties - eg basic administration tasks, distribution and posting of mail, provision of phone cards, stamps etc.

2.4 Level 4 (Boarding House Supervisor)

Employees shall be graded at this level where the principal characteristics of their position, as determined by the employer are identified as follows:

Characteristics:

A Boarding House Supervisor Level 4 will be responsible for the smooth and efficient management of student activities in the boarding house and will be required to supervise lower level staff. They will have a highly developed knowledge, skills and capacity for self-directed application of appropriate techniques and equipment required to perform highly complex tasks involving substantial applied theoretical knowledge and interpersonal skills. An employee at this level may perform complex tasks without supervision. A significant role will concern the total welfare of the students and the maintenance of effective communication with parents.

Qualifications:

Knowledge, qualifications and experience or Tertiary qualifications at Diploma/Degree level relevant to the position may be required by the employer as necessary to successfully carry out the duties of the position.

Typical Duties

Duties of the Level 4 Boarding House Supervisor shall include, but are not limited to:

- all duties identified for lower level staff;
- may be required to deputise for Boarding House Supervisor Level 5 from time to time, as directed;
- implement School policy and procedures as directed;
- liaison with parents as directed.

2.5 Level 5 (Boarding House Supervisor)

Employees shall be graded at this level where the principal characteristics of their position, as determined by the employer are identified as follows:

Characteristics:

An employee at this level works under general supervision and/or broad guidance depending on functions and experience. They are accountable to the Director of Boarding.

A Boarding House Supervisor Level 5 may be required to carry out the duties described for lower level employees and will be required to make autonomous use of a high degree of theoretical knowledge or relevant previously acquired experience to initiate, plan and implement programs for students.

Responsibility for the planning and management of the work of others will be required and for their general supervision. Competency at this level involves self directed application of knowledge with substantial depth in specialised areas. Judgement is required in planning and selecting appropriate equipment, service techniques and work organisation of self and lower level staff. Supervision and training of lower level staff may be required. Responsibility for decision making in areas identified by the Director of Boarding.

Qualifications:

Knowledge, qualifications and experience that are determined by the employer as necessary to successfully carry out the duties of the position or Tertiary qualifications at Diploma level relevant to the position may be required by the employer.

Typical Duties:

Duties of the Level 5 Boarding House Supervisor shall include, but are not limited to:

- any duties performed by lower level employees;
- assisting with the co-ordination and implementation of training of lower level employees in liaison with Director of Boarding;
- co-ordinating and directing the activities of lower level staff as directed;

- handling pocket money distribution and safekeeping;
- being responsible for the implementation of School policy and procedures as directed;
- intermediate administrative activities eg. banking of monies;
- participation in the planning and co-ordination of activities;
- liaison with parents as directed;
- supervision and monitoring of the daily program;
- report writing for inclusion in student files/School records;
- reporting maintenance requirements to higher level supervisor;
- acting in loco parentis as required.

3. SERVICE INCREMENTS AND PROGRESSION

An employee will progress with an annual incremental increase within the limitations of the income range for the employee's classification level, until the top paypoint is reached, subject to the employee making reasonable effort to achieve mutually agreed goals. The mutually agreed goals shall be determined using the formative appraisal process outlined in Clause 4.

Annual incremental increases must not be withheld when significant progress towards achieving mutual outcomes has been attained or when non-availability of resources or training prevents an employee from achieving significant progress towards agreed outcomes.

If an annual incremental increase is withheld the employee will be given an opportunity to have the matter resolved through the Grievance Procedure identified at Clause 2.2 of this Agreement.

4. FORMATIVE APPRAISAL

At least once a year each Boarding House Supervisor, upon request from and together with the Director of Boarding or identified supervisor, shall set mutually agreed goals. The goal setting may consider any of the following:

- improvements in productivity and efficiency;
- training relevant to the needs of the Boarding School;
- on the job skills development.

The Boarding House Supervisor and the Director of Boarding or identified supervisor may review and refine the agreed goals during the implementation stage. At the conclusion of each year the progress towards the achievement of the agreed goals is to be determined by the Boarding House Supervisor and the person with whom they have undertaken the appraisal process.

Where there is dispute in regards to the reasonable effort to achieve mutually agreed goal, the matter should be dealt with in accordance with Clause 2.2 (Grievance Procedure) of this Agreement.

5. CLASSIFICATION

5.1 Classification/Reclassification

The employer shall determine the employee's classification through the following process:

- (i) An analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position and an agreed Position Description written for each position.
- (ii) Each position is classified by reference to the Classification Criteria set out in Clause 2 of this schedule using the Position Description developed in accordance with (i) above.
- (iii) Employees are appointed to a position at the appropriate level within the structure according to their competencies as identified in the Schedule.
- (iv) The employer and the employee may seek assistance in the process of classification from the Anglican Schools Office and/or their Union.
- (v) It is recognised that a dispute may arise as to the classification/reclassification of a position. In such case the matter should be dealt with in accordance with Clause 2.2 (Grievance Procedure) of this Agreement.

5.2 Recognition of Experience

Upon certification of this Agreement, employees shall be translated into the new competency based structure. All previous experience as a Boarding House Supervisor with the current employer shall be recognised for the purpose of determining the appropriate pay point within a level for each staff member.

SCHEDULE 9

POSITIONS OF ADDED RESPONSIBILITY

PRELIMINARY

1.1 Coverage

This *Schedule* shall apply to all teachers, secondary, primary, academic and pastoral appointed to Positions of Added Responsibility (PARs) with the exception of Deputy Principal/s.

1.2 Introduction

This *Schedule* prescribes conditions of employment for PARs in each School covered by this *Certified Agreement*. Detailed application of the PAR unit points shall be School specific as set out in the School profile prepared by the School.

The School profile shall include details in respect to the distribution of PAR points of the School on a departmental, primary and pastoral basis and phasing-in arrangements where negotiated.

1.3 Consultation

The School Consultative Committee as provided for in *Clause 2.3* of this *Certified Agreement* shall be consulted and may make recommendations in the development of the PAR structure. Consultation may take place between the School Consultative Committee and all members of the teaching staff.

The level of PAR and the subjects occupying the various levels shall be determined by the Principal following consultation with the School Consultative Committee.

The final decision concerning the most appropriate PAR structure for the School rests with the Principal.

1.4 School Profile

The School Profile shall include details in respect to the distribution of minimum PAR points of the School on a departmental, faculty or KLA basis. It shall be developed by School Management in consultation with the School Consultative Committee and ratified by the School Council where applicable. The Principal has the final decision concerning the distribution of PAR points.

2. DEFINITIONS AND REMUNERATION

2.1 Definitions

Positions of Added Responsibility: A PAR is defined as a teaching position within the promotional structure of each School, up to but not including Deputy Principal/s where the incumbent may be responsible for curricular or pastoral activities in the secondary, middle or primary sections of a School as defined below:

2.1.1 Curricular: The co-ordination of all secondary, secondary and/or primary and primary curricular, and co-curricular duties, programs and activities associated with a subject.

2.1.2 Pastoral: The co-ordination of staff with pastoral duties, programs and activities and may include chaplain or counsellor.

2.1.3 Secondary: Secondary is defined as Years 8–12.

2.1.4 Middle School: The co-ordination of a sector in the middle area of a School. In Schools with middle School sections as well as primary and secondary sections, the organisation of PARs shall be tailored to fit the philosophy and organisation of those individual Schools. PAR points shall be distributed on a pro-rata basis within the individual School totals.

2.1.5 Primary: Primary is defined as Years P–7. The co-ordination of an area of responsibility in the primary section of a School.

2.2 Senior Co-ordinator

An appointment to a Senior Co-ordinator position will be made by the Principal reflecting the School’s Strategic and Operational Planning requirements.

A person appointed to a promotional position above Level 5 but below Deputy Principal, shall be accredited with either 10 or 12 PAR points.

Senior Co-ordinator within this level of classification is defined as a senior educational leadership position. The incumbents may be responsible for the co-ordination and supervision of staff in all secondary, secondary and primary, primary, curricular, co-curricular, and/or pastoral duties, programs and activities, in addition to teaching and other classroom duties.

2.3 Level 5-2 Positions of Added Responsibility

Positions of Added Responsibility within these levels of classification are defined as educational leadership positions. Incumbents may be responsible for the co-ordination and supervision of staff in all secondary, secondary and primary, primary, curricular, co-curricular and/or pastoral duties, programs and activities, in addition to teaching and other classroom duties.

2.4 Level 1 Positions of Added Responsibility

When a teacher has sole responsibility of an area as defined in Clause 2.1, and is accountable to a member of Senior Management, a Level 1 shall be appointed. Level 1 may also be used to accommodate emergent short term needs of the School.

2.5 Remuneration and Time Release

A teacher who is appointed as a PAR in a School shall be entitled to additional remuneration and release time to reflect the responsibilities incurred and based on the provisions as set out in the following table:

Level	Total points	Maximum units of salary	Minimum units of time
Senior Co-ordinator	10-12	7-8	3-4
Level 5	8	6	2
Level 4	6	4	2
Level 3	5	3	2
Level 2	4	3	1
Level 1	2.5	1.5	1

For the purpose of determining the appropriate salary allowance and release time for Senior Co-ordinator and Level 5-1, one unit of allowance and one unit of release time shall be calculated as follows:

- One unit of allowance is equivalent to 3.63% of the Band 3 Step 4 scale as detailed within *Schedule 3* of this *Certified Agreement*.
- One unit of release time is equivalent to 45 minutes per week.

2.6 Allocation within a Level

The allocation of salary allowance and time release will be by mutual agreement between the Principal and the appointee to the position within the range determined in table 2.5. The allocation may be reviewed each year and varied by mutual agreement. If agreement cannot be reached, then the allocation will be 50% time and 50% salary.

2.7 Remuneration

Teachers appointed to Positions of Added Responsibility, at any level, will be paid a salary, payable for all purposes of the relevant Award and this *Certified Agreement* and therefore will continue to receive this benefit whilst on leave (sick, annual and long service). Teachers appointed at Level 1 to accommodate emergent short term needs of the School, will be paid an allowance and will not attract this allowance whilst on leave (sick, annual and long service).

3. GUIDELINES FOR ALLOCATION

3.1 Allocation of PAR points within Schools

The Parties accept the Employing Authority (through the Principal) is responsible for determining their School's PAR structure, reflecting their strategic and operational planning requirements. However, enrolment levels will determine minimum PAR points allocated to each School covered by this *Schedule*. Such enrolment levels shall be taken from the Commonwealth Schools Census for the year prior to the operating year.

When calculating the allocation of total points across the School, the points should include all positions below Deputy Principal.

SCHOOL SIZE	TOTAL PAR POINTS
(a) Secondary School curricular	
1000+	161
851-1000	133
751-850	117
651-750	103
551-650	90
451-550	70
351-450	50
301-350	30
<300	16
(b) Secondary School Pastoral	One PAR point per 25 students
(c) Middle School Curricular/ Pastoral	In Schools with Middle School sections as well as Primary and Secondary sections, the organization of PARs should be tailored to fit the philosophy and organisation of those individual Schools, PAR points should be distributed on a pro-rata basis within the

	individual School totals for curricular and pastoral activities.
(d) Primary School Curricular/ Other Pastoral	One PAR point per 15 students

In the event that the Employing Authority deems it necessary to restructure the organisation of the School, the provisions of the Industrial Relations Act 1999 (Queensland) shall be followed. It is accepted that appropriate consultative processes in accordance with *Clause 1.3* of this Schedule shall be implemented in Schools in which significant restructuring is to occur.

3.2 Criteria for allocation of a level - Secondary Academic

The allocation to a level shall be determined by the following:

Senior Co-ordinator shall be appointed by the Principal in accordance with *Clause 2.2*.

Level 5: Where the subject(s) or subject area(s) concerned in the secondary School occupies at least 75 hours in the weekly teaching program, a Level 5 PAR shall be appointed.

Level 4: Where the subject(s) or subject area(s) concerned in the secondary School occupies at least 60 hours in the weekly teaching program, a Level 4 PAR shall be appointed.

Level 3: Where the subject(s) or subject area(s) concerned in the secondary School occupies at least 40 hours in the weekly teaching program, a Level 3 PAR shall be appointed.

Level 2: Where the subject(s) or subject area(s) concerned in the secondary School occupies at least 20 hours in the weekly teaching program, a Level 2 PAR shall be appointed.

Level 1: When a teacher has sole responsibility for the areas defined in Clause 2.1, of a subject and is accountable to a member of Senior Management, a Level 1 shall be appointed. This level may also be used to accommodate emergent short term needs of the School.

3.3 P-12 Appointments

Where the PAR has sole responsibility for a subject(s) or subject Area(s) in both the primary and secondary area of the School, then the total hours for both these areas shall be used for the determination of a level.

3.4 Primary and Pastoral Levels

Primary and Pastoral will be determined by the Principal taking into consideration the following:

- Strategic and Operational Plans of the School
- Number of students
- Number of year levels
- Number of teachers/homeroom groups
- Approximate hours per week involved

3.5 Variations

Where either party requests, and the request is agreed to by the other party, a PAR position may attract a salary equivalent to the total points for a level in lieu of any time release, or time release equivalent to the total points for a level in lieu of salary. A copy of this *Clause* shall be provided to the nominee PAR prior to a decision being made. Such request will be made in writing and reviewed annually. Where agreed between the Parties the existing arrangements may continue.

Such an arrangement shall be reflected in the School profile.

4. SELECTION AND APPOINTMENT PROCEDURES

4.1 Selection Procedure

The Employing Authority shall have the responsibility for the assignment of teachers to the position of PAR.

The suitability of an applicant for a position will be based on the requirements of the job description and the general School needs. For each job description an appropriate set of criteria will be developed for each position.

4.2 Contract of Appointment

A teacher appointed to a Position of Added Responsibility under this Schedule shall be provided with a letter of appointment, which sets out the following:

- (1) The level allocated to the position.
- (2) The distribution of the total allocation of salary (allowance for Level 1) and time release. This distribution may be varied on an annual basis by mutual agreement. However, where such variation occurs, this variation will be detailed in writing.

4.3 Review

PARs may be required to reflect the performance outcomes contained within the School's Strategic and Operational Planning, as part of the appraisal process outlined in *Clause 5.2* in this *Certified Agreement*.

4.4 Tenure

A teacher who is appointed to a promotional position shall retain that position except where:

- (1) the teacher's performance has been found deficient by a formal diminished performance process; or
- (2) the existing promotional position has been abolished after consultation with the School Consultative Committee; or
- (3) the existing promotional position has been abolished after consultation with the School Consultative Committee and a new position has been declared open and the applicant fails to be reappointed to such a position;
- (4) the provisions of *Sub-clauses (2) and (3)* shall only be applied in circumstances where the School has undertaken academic and/or administrative change that has resulted in an alteration to the duties and/or responsibilities of the existing position.

- (5) notwithstanding the foregoing provisions of this Clause, where a change of the type identified in (4) has occurred, and the change has resulted in an alteration in the number of points allocated to the position, the incumbent teacher shall be offered the option of continuing in that position.

Where the teacher elects to continue in the position the employer will not declare the position vacant and the teacher will not be required to seek reappointment.

Where the incumbent teacher does not elect to continue in the position, that teacher shall continue to be employed, in accordance with Clause 4.5.

4.5 Termination of Employment

Both the employee and the employer shall have the right to terminate employment in positions occupied in accordance with this Schedule. Notice of termination will be accordance with the provisions of this *Certified Agreement (Schedule 4, Clause 4)*.

A person whose position is terminated in accordance with the terms of this *Schedule* shall continue to be employed as a teacher under the terms and conditions of the *Teachers' Award - Non Governmental Schools* and this *Certified Agreement*. This *Clause* shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty.

5. SAVINGS CLAUSE

The existing conditions and accrued entitlements of employees employed at the date of signing shall not be reduced as a result of this Schedule coming into effect.

SCHEDULE 10

ARRANGEMENTS FOR SCHOOLS ASSOCIATED WITH THE DIOCESE OF NORTH QUEENSLAND

1. SCHOOL OFFICERS

The Parties agree to commence reclassification and realignment of School Officers employed in Schools associated with the Diocese of North Queensland after the final model is determined following the pending South East Queensland Review (see Clause 5.28.4). Joint Training will be offered to staff prior to the reclassification process.

2. PATERNITY LEAVE

The Parties agree that Schools associated with the Diocese of North Queensland will maintain existing provisions for Paid Paternity Leave contained in Clause 6.4 of CA33 of 1998, Anglican Schools Commission North Queensland.

3. BOARDING HOUSE STAFF

Boarding House Staff employed by Schools associated with the Diocese of North Queensland will not be disadvantaged in their terms and conditions during the life of this Agreement.

Attachment B

I, John Lindsay, the deponent, of Level 2, 369 Ann Street, Brisbane, Interim Executive Director of the Anglican Schools Office, make oath as follows –

1. I am the Interim Executive Director of the Anglican Schools Office and I am authorised under the Act and rules to make this affidavit.
2. The agreement, attachment A is not a multi-employer agreement.
3. The agreement is made with five employee organisations.

The full names and addresses of the employee organisations are –

The Queensland Independent Education Union of Employees
346 Turbot Street
Brisbane Qld 4000

The Australian Liquor Hospitality and Miscellaneous Workers Union – Queensland
Branch, Union of Employees
74 Astor Terrace
Spring Hill Qld 4004

The Shop, Distributive and Allied Employee Association (Qld) Branch) Union of
Employees
146 Leichhardt Street
Spring Hill Qld 4004

The Queensland Nurses Union of Employees
2nd Floor QNU Building
56 Boundary Street
West End Qld 4101

The Construction, Forestry, Mining and Energy, Industrial Union of Employees,
Queensland
Union House 2nd Floor
366 Upper Roma Street
Brisbane Qld 4000

4. The employer is in the Education industry.
5. The name of the relevant awards are:
 - Teachers' Award – Non-Governmental Schools
 - School Officers' Award – Non-Governmental Schools Anglican and other Schools – Industrial Agreement
 - Greenkeeping Industry Award – State

- Miscellaneous Workers Award – State
 - Boarding Schools, Residential Colleges and other Non-Commercial Establishments Accommodation Award – South Eastern Divisions
 - Child Care Industry Award – State
 - Nurses’ Award – State
 - Building Products, Manufacture and Minor Maintenance Award – State
 - Retail Industry Award
 - Retail Take-Away Food Award – South Eastern Division and Café Restaurant and Catering Award (excluding South Eastern Division)
 - Engineering Award – State
 - Passenger Vehicle Drivers etc – Award – Northern & Mackay Division
6. The addresses at which the employees to be covered by the agreement are employed are below:

All Saint’s Anglican School Limited
Highfield Drive
MERRIMAC QLD 4226

Anglican Church Grammar School
Oaklands Prade
EAST BRISBANE QLD 4169

Cannon Hill Anglican College Limited
Cnr Junction & Krupp Roads
MORNINGSIDE QLD 4170

Canterbury College Limited
Old Logan Village Road
WATERFORD QLD 4133

Coomera Anglican College
Days Road
COOMERA QLD 4209

Fraser Coast Anglican College
South Doolong Road
HERVEY BAY QLD 4655

Hillbrook Anglican School Limited
45 Hurdcotte Street
ENOGERA QLD 4053

Matthew Flinders Anglican College Limited
Stringybark Road
BUDERIM QLD 4556

St Aidan’s Anglican Girls School
11 Ruthven Street
CORINDA QLD 4075

St Andrew's Anglican College
40 Peregian Springs Drive
PEREGIAN BEACH QLD 4573

St Hilda's School
52 High Street
SOUTHPORT QLD 4215

St Luke's Anglican School
Mezger Street
BUNDABERG QLD 4670

St Margaret's Anglican Girls School
11 Petrie Street
ASCOT QLD 4007

St Paul's School
34 Strathpine Road
BALD HILLS QLD 4036

The Cathedral School
154 Ross River Road
MUNDINGBURRA QLD 4812

The Glennie School
Herries Street
TOOWOOMBA QLD 4350

The Southport School
Winchester Street
SOUTHPORT QLD 4215

Toowoomba Preparatory School
2 Campbell Street
TOOWOOMBA QLD 4350

Trinity Anglican School
Cnr Progress Road & Leftwich Streete
WHITE ROCK QLD 4868

West Moreton Anglican College
Keswick Road
KARRABIN QLD 4306

Whitsunday Anglican School
Celeber Drive
BEACONSFIELD QLD 4740

- | | | |
|-----|---|------|
| 7. | The number of female employees to be covered by the agreement is | 1670 |
| 8. | The number of male employees to be covered by the agreement is | 829 |
| 9. | The number of apprentices to be covered by the agreement is | Nil |
| 10. | The number of trainees to be covered by the agreement is | 4 |
| 11. | The name and address of each employer to be bound by the agreement is | |

All Saint's Anglican School Limited
Highfield Drive
MERRIMAC QLD 4226

Anglican Church Grammar School
Oaklands Prade
EAST BRISBANE QLD 4169

Cannon Hill Anglican College Limited
Cnr Junction & Krupp Roads
MORNINGSIDE QLD 4170

Canterbury College Limited
Old Logan Village Road
WATERFORD QLD 4133

Coomera Anglican College
Days Road
COOMERA QLD 4209

Fraser Coast Anglican College
South Doolong Road
HERVEY BAY QLD 4655

Hillbrook Anglican School Limited
45 Hurdcotte Street
ENOGERA QLD 4053

Matthew Flinders Anglican College Limited
Stringybark Road
BUDERIM QLD 4556

St Aidan's Anglican Girls School
11 Ruthven Street
CORINDA QLD 4075

St Andrew's Anglican College
40 Peregian Springs Drive
PEREGIAN BEACH QLD 4573

St Hilda's School
52 High Street
SOUTHPORT QLD 4215

St Luke's Anglican School
Mezger Street
BUNDABERG QLD 4670

St Margaret's Anglican Girls School
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2 Campbell Street
TOOWOOMBA QLD 4350

Trinity Anglican School
Cnr Progress Road & Leftwich Streete
WHITE ROCK QLD 4868

West Moreton Anglican College
Keswick Road
KARRABIN QLD 4306

Whitsunday Anglican School
Celeber Drive
BEACONSFIELD QLD 4740

12. The people who negotiated the agreement were as follows:

Employee Representatives

Mrs R Beasley, Primary Teacher, St Paul's School
Mrs H Cole, School Officer, Canterbury College
Mr G Kay, Secondary Teacher, St Aidan's School
Mrs L McGovern, Secondary Teacher, The Glennie School
Mrs L Nadj, Industrial Officer, QIEU
Mr J Rossato, Organiser, QIEU
Mr R Simon, Organiser, ALHMWU
Mr C Seymour, Assistant Secretary, QIEU

Employer Representatives

Mr A Aspromourgos, Director, Livingstones Australia
Mr C Bassingthwaite, Principal, Whitsunday Anglican School
Mrs S Munday-Lake, Assistant Director – Professional Support, Anglican Schools Office
Mrs K Spiller, Principal, St Aidan's School
Mrs K Reid, Minutes Secretary, Anglican Schools Office

13. The average percentage by which the wages of the employees to be covered by the agreement will increase under the agreement compared with wages before the agreement is 11.5% in wages and 3% in superannuation.
14. The nominal expiry date of the agreement is 31 December 2006.
15. The steps taken to ensure compliance with section 143 of the Act were;
- All parties to the proposed Agreement were notified at least 14 days before the negotiations began.
16. The steps taken to ensure compliance with section 144 were:
- A Single Bargaining Unit (SBU) comprising employer and employee/union representatives met on nine occasions since April this year. The SBU discussed all issues raised by the parties in order to develop an EBA which best meets the needs of all parties.
 - A copy of the proposed EBA was available on each of the School's intranet site, Anglican Schools' Office website, QIEU website, from the Schools' Employee Representatives and Bursar and posted in staff rooms.
 - The SBU developed joint explanatory notes which were provided to all employees. The notes highlighted any new key provisions or substantive changes from the previous Agreement. However, employees were encouraged to read the entire EBA document carefully to ensure that they fully understood all its terms and any changes.

IF EMPLOYER HAS AN AGENT (*An appointment of agent form must accompany this application, R 12(1)(l)*)

Employer's agent's name: ALEX ASPROMOURGOS
and corporation or business name: Livingstones Australia
Agent's business address: Level 12, 500 Queen Street, Brisbane Qld 4000
Address for service: PO Box 10399, Brisbane Adelaide Street Qld 4000
Phone: (07) 3833 1200
Fax: (07) 3832 1546
E-mail address (*if any*): aaspro@livingstones.com.au

PARTICULARS OF OTHER PARTIES

Name: MR C SEYMOUR
Position, title, office etc: Assistant Secretary,
Organisation, corporation, association, department business etc: Queensland Independent Education Union of Employees
Residential or business address: 346 Turbot Street Brisbane
Address for service: PO Box 418, Fortitude Valley Qld 4006
Phone or contact phone number: 3839 7020
Fax number: 3839 7021
E-mail address:

Name: MR R SIMON
Position, title, office etc: Organiser
Organisation, corporation, association, department business etc: The Australian Liquor Hospitality and Miscellaneous Workers Union – Queensland Branch, Union of Employees
Residential or business address: 74 Astor Terrace, Spring Hill Qld 4004
Address for service: 3rd Floor, 74 Astor Terrace, Spring Hill Qld 4004
Phone or contact phone number: 3016 2600
Fax number: 3832 4232
E-mail address:

Name: MR CHRIS KETTER
Position, title, office etc: Secretary
Organisation, corporation, association, department business etc: The Shop, Distributive and Allied Employee Association (Qld) Branch of Employees
Residential or business address: 146 Leichhardt Street, Spring Hill Qld 4000
Address for service: PO Box 490, Spring Hill Qld 4004
Phone or contact phone number: 3832 3303
Fax number: 3832 0168
E-mail address:

Name: MS GAY HAWKSWORTH
Position, title, office etc: Secretary
Organisation, corporation, association, department business etc: Queensland Nurses' Union of Employees
Residential or business address: 2nd Floor QNU Building, 56 Boundary Street, West End Qld 4101
Address for service: GPO Box 1289, Brisbane Qld 4001
Phone or contact phone number: 3840 1444
Fax number: 3844 9387
E-mail address:

Name:
Position, title, office etc: Secretary
Organisation, corporation, association, department business etc: Construction, Forestry, Mining and Energy Union, Construction and General Division, Qld Construction Workers Branch
Residential or business address: Union House, 2nd Floor, 366 Upper Roma Street, Brisbane 4000
Address for service: Union House, 2nd Floor, 366 Upper Roma Street, Brisbane 4000
Phone or contact phone number: 3236 2355
Fax number: 3236 2230
E-mail address: