



# DECISION

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

**Eastside Lutheran College Inc T/A Eastside Lutheran College**  
(AG2020/2091)

## **EASTSIDE LUTHERAN COLLEGE ENTERPRISE AGREEMENT 2020**

Educational services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 31 JULY 2020

*Application for approval of the Eastside Lutheran College Enterprise Agreement 2020.*

[1] Eastside Lutheran College Inc (the Employer) has made an application for approval of an enterprise agreement known as the *Eastside Lutheran College Enterprise Agreement 2020* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] On the basis of the material contained in the application, and the accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, and 188 as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[4] The Agreement was approved on 31 July 2020 and, in accordance with s 54, will operate from 7 August 2020. The nominal expiry date of the Agreement is 31 July 2022.



DEPUTY PRESIDENT

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## **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

### **1. TITLE AND INTRODUCTION**

- 1.1. This Agreement is to be known as the *Eastside Lutheran College Enterprise Agreement 2020* (the Agreement) and is an Enterprise Agreement made in accordance with the provisions of the *Fair Work Act 2009* (Cth) and contains standard terms and conditions mutually agreed as applying to Employees covered by this Agreement.
- 1.2. The National Employment Standards (NES) are minimum terms and conditions that apply to all Employees covered by this Agreement. This Agreement may include terms that are ancillary, incidental or supplementary to the NES and/or terms that have the same or substantially the same effect as provisions of the NES.

### **2. ETHOS STATEMENT**

- 2.1. Lutheran Schools are an agency of the Lutheran Church of Australia through which the church seeks to carry out its ministry and mission to the people of Australia.
- 2.2. The specific ministry and mission of Eastside Lutheran College is to provide quality formal education in which the Word of God informs all learning, teaching and activities, and forgiveness and grace govern the relationships of the members of the school community.
- 2.3. In order to fulfil this ministry and mission, the staff and management of Eastside Lutheran College will be committed to the Christian faith. Teachers will teach in accordance with the Lutheran Church's confession of the Christian faith. Staff members and management will identify with, uphold and promote the Lutheran ethos of the school and endeavour, by the grace of God, to exemplify and model the Christian lifestyle. Therefore, staff will strive to develop an understanding of Eastside Lutheran College as a community where all individuals are in service to one another because of what Christ has done for them.

### **3. COMMENCEMENT DATE AND PERIOD OF OPERATION**

- 3.1. This Agreement will commence operation in accordance with the Act and on the Fair Work Commission advising that the Agreement has passed the Better Off Overall Test (BOOT).
- 3.2. The nominal expiry date of this Agreement is two (2) years from the date that the Fair Work Commission approves the Agreement.

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### 4. COVERAGE

4.1. This Agreement covers:

- (a) all Teachers and School Officers, as defined by clause 6 – Definitions, of the Employer, except for:
  - (i) the positions, however named, of Principal, Deputy Principal and Business Manager;
  - (ii) persons employed solely as instrumental music tutors;
  - (iii) persons employed under the Teach for Australia program; and
  - (iv) Pastors.

4.2. This Agreement applies to all Employees covered by the Agreement, with

- (a) Parts 1 and 2 applying to both Teachers and School Officers,
- (b) Part 3 applying to Teachers, and
- (c) Part 4 applying to School Officers.

### 5. RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all awards, which would otherwise cover Employees covered by this Agreement.

### 6. DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Awards	means the following: <ul style="list-style-type: none"><li>▪ <i>Educational Services (Teachers) Award 2010</i></li><li>▪ <i>Educational Services (Schools) General Staff Award 2010</i></li></ul> or successor awards
Casual Employee	means an Employee employed pursuant to cl.15 of this Agreement
Continuous Service	includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal/carer's leave (sick leave and carer's leave), infectious diseases leave, compassionate leave, annual leave, long service leave, qualification conferral leave and any period where the employee is entitled to compensation under the Workers Rehabilitation and Compensation Act 1988. Periods of unpaid leave do not count as service, except at the discretion of the employer. Periods of unpaid leave do not break continuous employment but do not count as continuous service.
Employee	means a person covered by this Agreement
Employer	means Eastside Lutheran College Inc (Eastside Lutheran College)

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Experience	means experience of teaching after achieving the qualifications necessary for registration as a Teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
FWC	means the Fair Work Commission or its successor(s)
Fixed Term Employee	means an Employee employed pursuant to cl.15.6 of this Agreement
Full Time Employee	means an Employee employed pursuant to cl.15.4 of this Agreement
Immediate Family	means <ul style="list-style-type: none"> <li>• a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and</li> <li>• a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee</li> </ul>
LEVNT	means the Lutheran Education Victoria, New South Wales & Tasmania or its successor
NES	means the National Employment Standards
Non-term Weeks	means the weeks in the School Year other than Term Weeks, as set out in the calendar of the School and will not be less than the periods mandated by the Tasmanian Government for Tasmanian Government schools.
Part Time Employee	means an Employee employed pursuant to cl.15.5 of this Agreement
Limited Authority to Teach Teacher	means a person who is granted Limited Authority Permission to Teach as defined by the Teachers Registration Board (Tasmania)
Principal	means the Principal of Eastside Lutheran College or the Principal's nominee
Representative	means a person nominated by the Employee or Employer to accompany, support and/or represent the Employee or the Employer. A Representative will not be a substitute for the Employee.
School	means Eastside Lutheran College – Employer to this Agreement
School Officer	means a non-teaching employee defined under cl.4.2(a)(c) of this Agreement covered by the classification structure in Schedule 1 – School Officer Classification Structure to this Agreement
School Year	means the period of twelve months commencing from the day Employees are required to attend the School for the new educational year, as determined by the School

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Teacher	means a person employed to teach in the educational program at Primary, Middle and/or Secondary level who holds Full or Provisional Registration granted by the Teachers Registration Board (Tasmania) pursuant to the <i>Teachers Registration Act 2000 (TAS)</i> or its successor(s). This definition includes: <ul style="list-style-type: none"><li>• a classroom teacher</li><li>• a qualified teacher librarian</li></ul> but does not include a person employed as a Principal or a Deputy Principal by whatever name called, nor does this definition include a person employed under the Teach for Australia program
Teacher appointed to the School Leadership Team	means the Teachers, who are appointed by the Principal to the school leadership team (however named) in accordance with cl.39.5 of this Agreement, and who hold one of the following positions (however named): Coordinators of School, Head of Curriculum or an equivalent position
Term Weeks	means the weeks in the School Year that students are required to attend the School and the student-free days, as set out in the calendar of the School
TRB	means the Teachers Registration Board (Tasmania) or its successor(s) established under the <i>Teachers Registration Act 2000 (TAS)</i> or its successor(s)

### 7. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 7.1. Despite any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates; and
  - (c) penalty rates.
- 7.2. The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 7.3. The agreement between the Employer and the individual Employee must be confined to a variation in the application of one or more terms listed in cl.7.1.
- 7.4. The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result at the time the agreement is made in the Employee being better off overall than the Employee would have been if no arrangement was made.

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- 7.5. The agreement between the Employer and the individual Employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - (b) state each term of this Agreement that the employer and the individual Employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
  - (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 7.6. The Employer must give the individual Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.7. Except as provided in cl.7.5(a), the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 7.8. The Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures including translation into an appropriate language, to ensure the Employee understands the proposal.
- 7.9. The agreement may be terminated:
- (a) by the Employer or the individual Employee giving 28 days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the Employer and the individual Employee.
- 7.10. The right to make an agreement under this clause is in addition to, and does not affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.

## 8. SCHOOL CONSULTATION

- 8.1. The parties to this Agreement
- (a) are committed to co-operation and consultation as part of the culture of Eastside Lutheran College;
  - (b) accept that according to the authority and responsibility structures of Eastside Lutheran College, final decision making remains the prerogative of the School's governing Board as exercised through the Principal;
  - (c) agree that the overall purpose of consultation is to provide an environment for greater two-way communication.
  - (d) agree the Principal will establish consultative mechanisms to enable Employees to participate in discussions on the matters in cl.8.2.

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- (e) agree that the Principal will establish a consultative committee, at the request of a quarter (25%) of the Employees covered by this Agreement, to enable the members of the consultative committee to participate in discussions on the matters in cl.8.2.
- 8.2. The matters for consultation under cl.8.1(d) or (e) are:
  - (a) school-based duties and responsibilities;
  - (b) for Teachers: work related to teaching and learning, and duties other than teaching and learning.
- 8.3. For the purpose of ascertaining whether a quarter of the Employees covered by this Agreement support the establishment of a consultative committee, an Employee may ask the Principal in writing to conduct a ballot. Where requested, the Principal will conduct a secret ballot within four term weeks of receiving the written request, provided that a secret ballot will not be undertaken more than once in any two-year period.
- 8.4. In the event that a consultative committee is to be established in accordance with cl.8.1(e), the Principal will develop, in consultation with Employees, a framework for the consultative committee.
- 8.5. The framework will include reference to:
  - (a) size of the committee (proportional Management and Employee representation);
  - (b) role and functions of the committee;
  - (c) consultative processes, such as minimum notice required for a meeting, request for meetings by the Principal or a specified number of committee members, development of agendas for meetings, timing of meetings, preparation and circulation of meeting notes;
  - (d) mechanisms for providing feedback to Employees;
  - (e) the tenure of the committee and its members and their nomination and election process.

## **9. CONSULTATION ABOUT MAJOR WORKPLACE CHANGE**

- 9.1. This clause applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees.
- 9.2. For a major change referred to in clause 9.1:
  - (a) the Employer must notify the relevant Employees and their Representatives (if any) of the decision to introduce the major change; and
  - (b) clauses 9.3 to 9.7 apply.
- 9.3. The Employer must recognise an Employee Representative.
- 9.4. As soon as practicable after making its decision, the Employer must:
  - (a) discuss with the relevant employees and their Representatives (if any):
    - (i) the introduction of the change; and

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- (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- 9.5. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.6. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.7. If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.2(a) and clauses 9.3 and 9.4 are taken not to apply.
- 9.8. In this clause, a major change is *likely to have a significant effect on employees* if it results in:
  - (a) the termination of employment; or
  - (b) major changes in the composition, operation or size of the Employer’s workforce or in the skills required; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.
- 9.9. In this clause:  
*relevant Employees* means the Employees who may be affected by a change referred to in clause 9.1.

## 10. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

- 10.1. This clause applies if the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 10.2. The Employer must notify the relevant Employees and their Representative (if any) of the proposed change.
- 10.3. The Employer must recognise an Employee Representative.

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- 10.4. The Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant Employees:
    - (i) information about the proposed change (for example, information about the nature of the change to the Employee’s regular roster or ordinary hours of work and when that change is proposed to commence); and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees and their Representative (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.5. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.6. The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 10.7. Application to School Employers
- 10.7.1. For the purposes of cll.10.1 to 10.6, the School’s educational timetable in respect of academic classes and student activities, which:
    - (a) may operate on a term, semester or a School Year basis, and
    - (b) ordinarily changes between one period of operation and the next, and may change during the period of operation,is not a regular roster.
  - 10.7.2. However, where a change to the School’s educational timetable directly results in a change to the number of ordinary hours or days of work of an Employee or to the spread of hours over which the Employee’s ordinary hours, are required to be worked, cll.10.1 to 10.6 will apply.
- 10.8. In this clause:
- relevant Employees* means the Employees who may be affected by a change referred to in clause 10.1.

## 11. AGREEMENT OR NES DISPUTE RESOLUTION PROCEDURE

- 11.1. In the event of a dispute about a matter under the Agreement, or a dispute in relation to the NES, the following process will be followed:
- 11.1.1. in the first instance, the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor;
  - 11.1.2. if initial discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee

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or Employees concerned and more senior levels of management in the workplace;

- 11.1.3. if discussions under cl.11.1.2 do not resolve the dispute, the Employer will refer the dispute to the LEVNT Executive Director (or their delegate), who will conduct the discussions in a timely manner. If the LEVNT Executive Director fails to resolve the dispute, then the procedure in cl.11.2 applies.
- 11.2. If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved by discussions at the workplace and all appropriate steps under cl.11.1 have been taken, a party to the dispute may refer the dispute to the FWC.
- 11.3. The FWC must use one or more of the following processes to assist the parties to resolve the dispute: mediation, conciliation, expressing an opinion, making a recommendation or consent arbitration.
- 11.4. Where the matter in dispute remains unresolved, the FWC may arbitrate the dispute.
- 11.5. A party to the dispute may appoint a person, organisation or association to support and/or represent them for the purposes of this clause.
- 11.6. An Employee or Employer who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 11.7. While the dispute resolution procedure is being conducted:
  - 11.7.1. work must continue in accordance with this Agreement and the Act; and
  - 11.7.2. an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES**

### **2.1 GENERAL TERMS**

#### **12. NOTIFICATION OF SCHOOL YEAR**

The Employer agrees to provide written notice of the Term Weeks and the days in Non-term Weeks on which Employees are required to attend, three months prior to the commencement of the new School Year.

#### **13. INDUCTION**

The induction of a new Employee is important and induction processes are to be in place at the School.

#### **14. MINIMUM EMPLOYMENT PERIOD**

- 14.1. An Employee's employment is contingent upon the satisfactory completion of a six-month minimum employment period, as defined by the FW Act.
- 14.2. If the Employer is to terminate the employment of an Employee during the six-month minimum employment period, the Employer does not need to provide the relevant notice of termination in clause 17 - Notice of termination of employment and does not need to comply with clause 23 - Performance and conduct management procedures.
- 14.3. If the Employer is to terminate the employment of an Employee within the six-month minimum employment period, then:
  - (a) a Teacher is entitled to four term weeks' notice or four weeks' salary in lieu of notice or part notice and part payment in lieu of notice equivalent to four weeks' notice;
  - (b) a School Officer is entitled to two term weeks' notice or two weeks' salary in lieu of notice or part notice and part payment in lieu of notice equivalent to two weeks' notice.
- 14.4. If the Employee is to resign from employment with the Employer within the six-month minimum employment period, then the Employee is required to give the same notice as applies to the Employer in cl.14.3. Where the Employee provides less than the required period of notice, the Employer is entitled to withhold monies owing equivalent to the period of notice not given.

**15. MODES OF EMPLOYMENT**

15.1. The Employer may employ an Employee as a Full Time, Part Time, Fixed Term or Casual Employee.

15.2. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training and as represented by the Employee at the time of employment.

15.3. An Employee, other than a Casual Employee, will be provided with a letter of appointment setting out the mode of employment, classification, rate of salary applicable on commencement and any other relevant conditions of employment.

15.4. Full Time Employee

The Employer may engage an Employee on a Full Time basis in accordance with this Agreement.

15.5. Part Time Employee

15.5.1. The Employer may employ an Employee on a Part Time basis in accordance with this Agreement. A Part Time employee is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time employee in the school.

15.5.2. A Part Time Employee is entitled to receive all entitlements under this Agreement on a pro rata basis.

15.5.3. At the time of engagement, the Employer

- (a) will provide a Part Time Teacher with a letter of appointment that will include the Part Time Teacher's teaching load and the Part-Time Teacher's co-curricular commitment that will generally be proportionate to the teaching load of a Full Time Teacher;
- (b) and the School Officer will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the School Officer will work, the number of weeks of the School Year the School Officer will work and the starting and finishing times each day. This may be varied by agreement between the Employer and the School Officer, with any such variation to be recorded in writing.

15.5.4. The Employer cannot vary a Part Time Teacher's teaching load or days of attendance unless:

- (a) the Teacher consents; or
- (b) where such variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven weeks' notice in writing or, where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.

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- 15.5.5. A Part Time Employee with a time fraction of 40% or less will be required to work for two years prior to becoming eligible to move to the next increment in the Employee's classification grade.
- 15.5.6. The Employer may offer to engage a Part-time Employee to work reasonable additional hours provided that:
- (a) the Employee does not work more than eight hours on that day or more than 38 hours per week or, where the ordinary hours of work are averaged, the allowed maximum weekly ordinary hours during the averaging period;
  - (b) the hours of work for a School Officer fall within the applicable daily spread of hours in clause 46 – Ordinary hours of work;
  - (c) where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of a half-day (Teacher) or two hours (School Officer) will not apply;
  - (d) payment of the casual rate of pay in accordance with cl.44.6 (Teacher) or cl.15.7.3 (School Officer) will apply, with the result that additional hours worked under this clause do not accrue leave entitlements under this Agreement or the NES.
- 15.5.7. A Part Time Employee is not required to accept an offer to work reasonable additional hours made under cl.15.5.6.
- 15.6. Fixed Term Employee
- 15.6.1. The Employer may employ an Employee to work on either a Full Time or Part Time basis for a fixed period of time of more than four weeks but no more than 12 months:
- (a) to replace another Employee, or
  - (b) to work for a specified period of time, or
  - (c) to complete a task for which funding has been made available, or
  - (d) which is for a limited period of operation.
- 15.6.2. At the time of engagement, the Employer will provide the reason for the fixed term nature of the contract in writing to a Fixed Term Employee.
- 15.6.3. A Fixed Term Employee is entitled to the benefits of this Agreement, on a pro rata basis. A Fixed Term Employee is not entitled to:
- clause 18 – Redundancy, except as permitted by cl.15.6.7 of this Agreement;
  - clause 32 – Paid Parental Leave.
- 15.6.4. Before employing a Fixed Term employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- the temporary nature of the employment;
  - the benefits which are applicable under this Agreement;
  - the rights of any Employee being replaced.

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- 15.6.5. The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 14 – Minimum Employment Period or clause 17 – Notice of Termination of Employment.
- 15.6.6. A Fixed Term Employee is not entitled to redundancy under this Agreement where the contract is terminated because the Employee being replaced returns from leave earlier than originally notified by the Employee or where the Employee is dismissed for reasons relating to the Employee's conduct or performance.
- 15.6.7. A Fixed Term Employee will be entitled to redundancy under this Agreement where that Employee has been engaged by the School on consecutive fixed term contracts for an unbroken period of five years or more and the Employee is not offered a subsequent fixed term contract or ongoing employment.
- 15.7. Casual Employee
- 15.7.1. The Employer may employ an Employee to work on a casual basis in accordance with this Agreement.
- 15.7.2. A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements without the requirement of prior notice by the Employer or the Employee but does not include an Employee who could properly be classified as a Full Time or Part Time Employee under cl.15.4 and 15.5.
- 15.7.3. A Casual School Officer will be paid an hourly rate of 1/38<sup>th</sup> of the weekly rate of pay for the Casual School Officer's classification, plus a 25% loading in lieu of paid leave entitlements.
- 15.7.4. The Employer must not engage a Casual Teacher for less than a half day or a Casual School Officer for less than 2 hours on any given engagement.
- 15.7.5. An Employee employed on a casual basis is entitled to be paid to the nearest 15 minutes.
- 15.7.6. A Casual Employee is not entitled to any of the following benefits under this Agreement:
- redundancy
  - remuneration packaging
  - annual leave
  - public holidays
  - school holidays
  - annual leave loading
  - notice of termination of employment

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- infectious diseases leave
  - paid personal/carer's leave
  - paid parental leave
  - paid compassionate leave
  - examination and assessment task leave
  - qualification conferral leave
  - paid family violence leave.
- 15.7.7. A Casual Employee is entitled to unpaid community service leave, unpaid carer's leave, unpaid parental leave and unpaid family violence leave, where eligible.
- 15.7.8. A Casual Employee may be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1976 (Tas)* as amended from time to time.
- 15.7.9. The Employer must not employ a Casual Teacher, in such a capacity for more than four consecutive term weeks. This engagement may be extended by agreement between the Teacher and the Employer provided it does not exceed one school term.

### **16. STATEMENT OF DUTIES**

- 16.1. Where a change of job has occurred, an Employee will be provided with a statement of duties, reflecting the change of job.
- 16.2. Where operationally possible, the School will timetable classes to take into account local and personal needs.

### **17. NOTICE OF TERMINATION OF EMPLOYMENT**

- 17.1. Notice of Termination - Teachers
- 17.1.1. Where the Employer wishes to terminate the employment of a Teacher, seven term weeks' notice, or full payment in lieu or part notice and part payment instead of notice, will be provided to the Teacher.
- 17.1.2. The period of notice in this clause does not apply:
- to a Teacher employed for less than six months pursuant to clause 14 – Minimum employment period;
  - to a Fixed Term Teacher where the date of cessation of employment is stated at the time of appointment; and
  - to a Teacher employed as a Casual Teacher.
- 17.1.3. Payment in lieu of notice is calculated by taking the amount of salary a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

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17.1.4. A Teacher must provide the Employer with the same notice period.

17.1.5. Subject to financial obligations imposed on the Employer by any governing legislation, the Employer has the right to withhold monies and benefits to a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

### 17.2. Notice of Termination – School Officers

17.2.1. Four weeks' notice in writing will be given by the Employer of the intention to terminate a School Officer's employment, or full payment in lieu of notice or part notice and part payment in lieu of notice will be given.

17.2.2. If notice is given by a School Officer a minimum of four weeks' notice in writing will be given.

17.2.3. The period of notice in this clause does not apply:

- to a School Officer employed for less than six months pursuant to clause 14 – Minimum employment period;
- to a Fixed Term School Officer where the date of cessation of employment is stated at the time of appointment; and
- to a School Officer employed as a Casual School Officer.

17.2.4. Subject to financial obligations imposed on the Employer by any governing legislation, if a School Officer fails to give the full amount of notice the Employer will have the right to withhold monies due to the School Officer with a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

17.2.5. In addition to the notice in cl.17.2.1, a School Officer over 45 years of age at the time of being given notice with not less than two years' continuous service will be entitled to an additional week's notice.

17.2.6. In calculating any payment in lieu of notice, the salary a School Officer would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated will be used.

### 17.3. Summary dismissal

The employment of an Employee may be terminated without notice where that Employee is guilty of serious misconduct.

**18. REDUNDANCY**

18.1. Discussion before termination

18.1.1. Where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer will hold discussions with Employee(s) directly affected.

18.1.2. The discussions will take place as soon as is practicable after the decision has been made and will include any reasons for the proposed terminations, the number and categories of Employees likely to be affected, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned. Employees may invite a support person to represent them in these discussions.

18.1.3. The Employer will not be required to disclose confidential information during these discussions the disclosure of which would be inimical to the Employer's interests.

18.2. Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out above the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated. The Employer may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

18.3. Temporary arrangement

18.3.1. The Employer may offer a temporary employment arrangement to a Full time or Part Time Employee to avoid declaring an Employee's position of employment redundant. The Employer may:

- (a) offer to a Full Time Employee and the Full Time Employee may agree to accept part-time employment as a temporary arrangement, or
- (b) offer to a Part Time Employee and the Part Time Employee may agree to accept a reduction in the Employee's part-time employment fraction of greater than 25% of the Employee's time fraction as a temporary arrangement.

18.3.2. Such temporary arrangement as set out in cl.18.3.1:

- (a) will be for a period of not greater than the equivalent of one School Year, unless otherwise agreed between the Employer and the Employee; and
- (b) will accrue entitlements on the basis of the employment time fraction applying during the period of the temporary arrangement.

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18.3.3. Should the Employer, after the designated or agreed period of time, as appropriate, be unable to return the Employee to the employment time fraction held by the Employee prior to the implementation of the temporary arrangement, the Employee will be entitled to have the position of employment declared redundant.

18.3.4. The Employee's entitlement to a severance payment under cl.18.3.3 will be calculated on the basis of the time fraction of the position held by the Employee immediately prior to the implementation of the temporary arrangement.

18.3.5. The temporary arrangement in this clause will be in writing, with a copy provided to the Employee.

18.4. Redundancy and a part-time Employee

A part-time Employee whose hours of work are increased or decreased by a total of more than 25% of the Employee's time fraction in any one School Year, or by 40% over two consecutive School Years, without the Employee's consent, is entitled to the provisions of this clause.

18.5. Severance pay

Instead of the severance pay provided by the NES, the severance pay for an Employee will be in accordance with the following:

<b><u>Period of Continuous Service</u></b>	<b><u>Severance Pay</u></b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and over	2 weeks' pay for every year of completed service with a pro rata payment for a partly completed year (maximum is 26 weeks' severance pay)

\* "*Weeks' pay*" means the ordinary time rate of pay for the Employee concerned

18.6. Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under cl.18.4 had the Employee remained

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with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

### 18.7. Alternative employment

The Employer, in a particular redundancy case, may vary the general severance pay prescription if it obtains alternative employment for an Employee that is acceptable to that Employee subject to s.120 of the *Fair Work Act 2009*.

### 18.8. Time off during notice period

18.8.1. During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

18.8.2. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, then the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

## 19. STATEMENT OF SERVICE

Upon termination of employment, the Employer will provide a statement of service, upon request from the Employee, specifying the period of employment and the classification of, or type of work, performed by the Employee together with any additional duties or responsibilities performed by the Employee.

## 20. REMUNERATION PACKAGING

20.1. Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with Employer policy, legislation and Australian Taxation Office rulings until otherwise advised.

20.2. Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

20.3. In the event that an Employee enters into such an arrangement, it is agreed that the arrangement is a variation on the pay Schedules under this Agreement and there is no breach of the pay Schedules.

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### 21. SUPERANNUATION

The Employer makes the Employer superannuation contribution, in accordance with the Superannuation Guarantee legislation contribution rate, to a complying superannuation fund nominated by the Employee. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Lutheran Super ABN 93 371 348 387 as the nominated default fund or its successor(s).

### 22. PAYMENT ARRANGEMENTS

An Employee's salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

### 23. PERFORMANCE AND CONDUCT MANAGEMENT PROCEDURES

#### 23.1. Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

- (a) where an Employee's employment is terminated during the minimum employment period pursuant to clause 14 - Minimum Employment Period of this Agreement;
- (b) for a casual Employee.

#### 23.2. Performance Management

23.2.1. Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.

23.2.2. A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- (a) the Employer's concern(s) with the Employee's performance;
- (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (c) the Employee's right to be accompanied by a Representative of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
- (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).

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- 23.2.3. Formal performance management meetings will
- (a) include discussion of the Employer's concern(s) with the Employee's performance;
  - (b) give the Employee an opportunity to respond to the Employer's concern(s);
  - (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
  - (d) include documentation, where appropriate;
  - (e) set periods of review, as appropriate.
- 23.2.4. If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice pursuant to clause 17 – Notice of termination of employment.

### 23.3. Conduct Management

- 23.3.1. Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- 23.3.2. The Employer will advise the Employee in writing of:
- (a) the Employer's concern(s) with the Employee's conduct;
  - (b) the time, date and place of the meeting to discuss the Employee's conduct;
  - (c) the Employee's right to be accompanied by a Representative of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
  - (d) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- 23.3.3. The formal conduct management meeting(s) will:
- (a) include discussion of the Employer's concern(s) with the Employee's conduct;
  - (b) give the Employee an opportunity to respond to the Employer's concern(s).
- 23.3.4. Concern(s) with an Employee's conduct may be resolved by:
- (a) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - (b) issuing the Employee with a warning or a final warning in writing;
  - (c) terminating the employment of the Employee in accordance with the relevant notice provision;
  - (d) conclude the process, with no further action being taken;
  - (e) other action, appropriate to the situation.

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**24. ANNUAL LEAVE LOADING**

- 24.1. An Employee who has given service for which salary has been received throughout the School Year is entitled to an annual leave loading of 17.5% on a maximum of four weeks' annual leave to be paid in the first December pay period of each School Year or on the termination of employment by either party.
- 24.2. An Employee who is engaged to work Term Weeks and who is employed for part only of a School Year is entitled to be paid annual leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks}}{\text{(excluding Non-term Weeks)}} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

Number of School's Term Weeks

applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

- 24.3. An Employee who is engaged to work during Term Weeks and Non-term Weeks and is entitled to four weeks' annual leave is entitled to be paid annual leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks}}{48} \times 4$$

times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

- 24.4. For the purposes of the formula in cll.24.1, 24.2 and 25.3, the number of working weeks is adjusted to exclude leave without pay where more than ten days is taken by an Employee during the School Year.
- 24.5. As an alternative to cll. 24.1, 24.2 and 24.3, the Employer may pay annual leave loading to the employee with each salary payment throughout the School Year by increasing the annual rate of pay as at the commencement of the School Year, or as subsequently varied, by 1.342%. Where the Employer elects to pay leave loading with each salary payment throughout the School Year, the Employer will advise the Employee in writing.

**25. BREAKAGE AND LOSS**

An Employee who takes reasonable care will not suffer loss of income in respect of any accidental breakage or loss of school property which occurs in the normal course of an Employee's duty.

## **2.2 LEAVE ENTITLEMENTS**

### **26. COMMUNITY SERVICE LEAVE**

26.1. Community service leave is provided for in the NES.

26.2. Jury service leave

26.2.1. An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

26.2.2. An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

26.2.3. An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

26.2.4. The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

26.2.5. Subject to cll.26.2.2, 26.2.3 and 26.2.4, the Employer will pay the Employee's normal salary to the Employee (other than to a Casual Employee) during the period that the Employee is on jury service leave. The Employer will reimburse the Employee to the value of the payment received from the Court Authority following the Employee's return to work from jury service leave. The Employer will reimburse a Casual Employee an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

**27. PERSONAL/CARER'S LEAVE**

27.1. Entitlement

Personal/carer's leave is in accordance with the NES as amended from time to time, except where this Agreement provides ancillary or supplementary terms.

27.1.1. Paid personal/carer's leave is available to an Employee when the Employee is absent:

- (a) due to personal illness or injury (sick leave); or
- (b) for the purposes of caring for an Immediate Family or household member who is sick and requires the Employee's care or support or who requires care or support due to an unexpected emergency (carer's leave).

27.1.2. A Full Time Employee is entitled to fifteen days of paid personal/carer's leave in each year of service. A Part Time Employee is entitled to paid personal/carer's leave on a pro rata basis based on the Employee's specified hours. This leave is cumulative.

27.2. Sick Leave

27.2.1. An Employee is entitled to access personal/carer's leave entitlements where the Employee is unable to perform the Employee's duties by reason of personal illness or injury.

27.2.2. An Employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Employer of the Employee's inability to attend for duty and state the general nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the Employer during the ordinary hours of the first day of such absence, then the Employee will inform the Employer as soon as reasonably possible of such absence.

27.2.3. Evidence supporting claim

An Employee is entitled to sick leave provided that:

- (a) the Employee produces satisfactory evidence to the Employer (a medical certificate, for example, is satisfactory evidence) for any absence of more than two consecutive days;
- (b) if so required by the Employer, the Employee must provide evidence satisfactory to the Employer, such as a medical certificate, for any absence contiguous with a public holiday, the first or last day of a term or a School-determined day of leave to which the Employee is entitled and which would not otherwise require the production of a medical certificate; or
- (c) the Employee produces reasonable evidence satisfactory to the Employer, such as a medical certificate, where the number of days of paid personal/carer's leave already taken without the production of a

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medical certificate or other evidence satisfactory to the Employer exceeds five days in the one year.

### 27.2.4. Sick leave whilst on long service leave

An Employee is entitled to personal/carer's leave whilst on long service leave if the Employee can produce a medical certificate from a registered medical practitioner stating that the Employee was sick during the period and stating the duration of the illness.

### 27.3. Carer's Leave

An Employee is entitled to use the Employee's personal/carer's leave to care for a member of the Employee's Immediate Family or household who is sick and requires care or support or who requires care or support due to an unexpected emergency.

#### 27.3.1. Notice required for carer's leave

(a) When taking carer's leave, the notice must include:

- the name of the person requiring care or support;
- the person's relationship to the Employee;
- the reasons for taking such leave; and
- the estimated length of absence.

(b) If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer of such absence at the first opportunity on the day of absence.

#### 27.3.2. Evidence supporting claim

The Employee must, if required by the Employer, provide satisfactory evidence of the need to take personal/carer's leave.

#### 27.3.3. Unpaid carer's leave

(a) Where an Employee has exhausted all paid personal/carer's leave entitlements, the Employee is entitled to a period of up to two days' unpaid carer's leave for each occasion to care for a member of the Employee's Immediate Family or household who is ill or injured and require care or support or who requires care due to an unexpected emergency.

(b) This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.

(c) The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in cl.27.3.1 and 27.3.2 of this Agreement.

### 27.4. Special leave

27.4.1. At the commencement of a School Year, one third (33.3 per cent) of an Employee's annual personal/carer's leave entitlement for that School Year, will be regarded as being available for Special Leave in that School Year. For example, Special Leave for a full-time Employee who gives service for a full School Year will be five days. An Employee

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who is employed on a part-time basis and/or who gives service for less than the full School Year will have pro rata of five days' Special Leave.

- 27.4.2. In any School Year, an Employee cannot access more than 33.3 per cent of the Employee's annual personal/carer's leave entitlement for that School Year as Special Leave.
- 27.4.3. An Employee must:
- (a) request Special Leave in writing and provide the reason for requesting leave;
  - (b) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
  - (c) take Special Leave as a full-day or a half-day.
- 27.4.4. The Employer will grant Special Leave subject to:
- (a) satisfaction of the application requirements, and
  - (b) the operational requirements of the workplace for that day or half day, and
  - (c) the provision of evidence, if requested by the Employer.
- 27.4.5. For the purpose of this clause, Special Leave may be accessed:
- (a) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
  - (b) when a person who is not a member of the Employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life;
  - (c) to attend to a matter of urgent pressing necessity or obligation;
  - (d) to appear before a court or a tribunal;
  - (e) to observe holy days;
  - (f) for cultural leave;
  - (g) for compulsory interviews or assessments, which are required under a pre-adoption process;
  - (h) for attending an examination or completing assessment beyond that provided under clause 35;
  - (i) for pre-natal appointments, noting that an Employee may access personal/carer's leave under cl.27.2 instead of, and/or in addition to, special leave;
  - (j) for moving from the Employee's primary residence to another primary residence;
  - (k) for participation in special events such: significant family or community events or sports representation at a national level, as agreed to by the Employer; or
  - (l) as otherwise agreed to by the Employer.

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### 28. COMPASSIONATE LEAVE

- 28.1. Compassionate leave is in accordance with the NES as amended from time to time, except where this Agreement provides ancillary or supplementary terms.
- 28.2. An Employee may take three days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or contracts or develops a personal injury or illness that poses a serious threat to life.
- 28.3. This leave may be taken in a single unbroken period or separate periods of one day or as agreed by the Employer and the Employee.
- 28.4. The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

### 29. INFECTIOUS DISEASES LEAVE

- 29.1. An Employee who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay where the Principal is satisfied on medical advice that the Employee has contracted the disease through a contact at the workplace and the disease is evident in the workplace.
- 29.2. For the purposes of this clause, a communicable disease or illness shall mean a disease classified by the National Health and Medical Research Council (NHMRC) and/or the Tasmanian Department of Health and Human Services (DHHS) as communicable and requiring exclusion and includes:
  - Amoebiasis (*Entamoeba histolytica*)
  - *Campylobacter*
  - Chickenpox (Varicella)
  - Conjunctivitis
  - *Cryptosporidium* infection
  - Diarrhoea
  - Diphtheria
  - German measles (Rubella)
  - Giardiasis
  - Hand, foot and mouth disease
  - *Haemophilus influenzae* type b (Hib)
  - Hepatitis A
  - Impetigo (school sores)
  - Influenza and influenza-like illnesses
  - Leprosy
  - Measles Meningitis (bacterial)
  - Meningitis (viral)
  - Meningococcal infection
  - Mumps
  - Pertussis (Whooping Cough)
  - Ringworm/tinea
  - Rotavirus infection
  - Rubella (German measles)

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- Salmonella infection
- Scabies Scarlet fever (Streptococcal sore throat)
- Shigella infection Tuberculosis (TB)
- Typhoid
- Paratyphoid Viral gastroenteritis (viral diarrhoea)

29.3. The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner, which specifically names the disease as soon as is reasonably practicable.

### **30. PARENTAL LEAVE**

#### 30.1. Application

30.1.1. Parental leave is in accordance with the NES as amended from time to time, except where this Agreement provides ancillary or supplementary terms.

30.1.2. Under the NES, parental leave applies to an Employee, other than a casual Employee who is not an Eligible Casual Employee.

#### 30.2. Application of the NES to an Eligible Casual Employee

30.2.1. For the purpose of this clause, an Eligible Casual Employee means a Casual Employee

- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

30.2.2. Where an Employee is an Eligible Casual Employee, the Employer must not fail to re-engage an Eligible Casual Employee because:

- (a) the Eligible Casual Employee or the Eligible Casual Employee's spouse is pregnant; or
- (b) the Eligible Casual Employee is or has been immediately absent on parental leave.

30.2.3. The rights of the Employer in relation to the engagement and re-engagement of an Eligible Casual Employee are not affected, other than in accordance with this clause.

#### 30.3. Entitlement to unpaid leave

30.3.1. Under the NES, an Employee is entitled to 12 months' unpaid parental leave:

- (a) provided the Employee has completed at least 12 months of continuous service with the Employer; and

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- (b) provided the leave is associated with
    - (i) the birth of a child of the Employee or the Employee's spouse or de facto partner, or
    - (ii) the placement of a child with the Employee for adoption; and
  - (c) the Employee has or will have responsibility for the care of the child.
- 30.3.2. Under the NES, an Employee who has taken unpaid parental leave for the Employee's available parental leave period may request a further period of up to 12 months' unpaid parental leave.
- 30.3.3. Under the NES, an Employee, who is a member of an Employee couple, where each of the Employees intends to take unpaid parental leave, is entitled to take concurrent leave, which is taken at the same time that the Employee, who has responsibility for the care of the child has taken leave:
  - (a) for up to eight weeks during the 12 months after the date of birth or day of placement of the child;
  - (b) with the leave to commence no earlier than the date of birth or the day of placement of the child, unless the Employer agrees to different arrangements;
  - (c) with the leave taken in one continuous period or in separate periods, with each period not being less than two weeks, unless the Employer otherwise agrees.
- 30.3.4. Unpaid parental leave does not break the continuity of employment but does not count as continuous service for the purpose of accrual of any benefits or entitlements under this Agreement, including annual leave and personal/carer's leave, except that long service leave will accrue in accordance with the NES or the *Long Service Leave Act 1976* (Tas) (or its successor), as appropriate.
- 30.4. Right to request part time work
  - 30.4.1. Subject to cl.30.4.2, an Employee entitled to parental leave under the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.
  - 30.4.2. An application pursuant to cl.30.4.1 must be made as soon as possible but not less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.
  - 30.4.3. The Employer will consider any request having regard to the Employee's circumstances, and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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- 30.4.4. An Employees' request and the Employer's decision must be recorded in writing.
- 30.5. Unpaid pre-adoption leave
- 30.5.1. An Employee seeking to adopt a child is entitled to:
- (a) unpaid leave, and/or
  - (b) access special leave in accordance with cl.27.4.5 of this Agreement for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- If unpaid leave is taken for this purpose, then the Employee and the Employer should agree on the length of the unpaid leave.
- 30.5.2. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave in accordance with the NES.
- 30.6. Returning to work after a period of parental leave
- 30.6.1. An Employee will be entitled to return to the position which the Employee held immediately before proceeding on parental leave.
- 30.6.2. In the case of an Employee transferred to a safe job pursuant to the NES, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction.
- 30.6.3. Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.
- 30.6.4. For the purposes of this clause, **position** includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.
- 30.7. Communication during parental leave
- 30.7.1. Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 30.7.2. The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends

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to return to work and whether the Employee intends to request to return to work on a part-time basis.

30.7.3. The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with cl.30.7.1.

### 30.8. Parental leave and other entitlements

An Employee may in lieu of, or in conjunction with, parental leave under the NES, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period, as agreed.

### 30.9. Entitlements during no safe job leave

An Employee entitled to no safe job leave under the NES will be provided with the rate of pay and conditions of employment attached to the job held immediately prior to taking no safe job leave.

## 31. PAID PARENTAL LEAVE

31.1. An Employee who qualifies for, and takes, unpaid parental leave to be the primary caregiver of the child pursuant to clause 30 – Parental Leave is entitled to up to 14 weeks' paid parental leave for the period that would otherwise be unpaid at the Employee's ordinary rate of pay. Paid parental leave is taken for the first 14 weeks commencing from the date of birth or placement of the child, unless otherwise agreed with the Employer. An Employee, who takes less than 14 weeks of unpaid parental leave, is entitled to a prorated payment for the weeks of leave taken.

31.2. In order for an Employee to access a second or subsequent period of paid parental leave, the Employee must have returned to work for a period of 52 weeks.

31.3. An Employee who qualifies for unpaid concurrent leave of up to eight weeks, is entitled to payment at the Employee's ordinary rate of pay for up to five days of leave that would otherwise be unpaid. These five paid days of concurrent leave are not required to be taken as consecutive days, provided that the days are taken within 14 weeks of the date of birth or placement of the child.

### 31.4. Paid parental leave accrues

- (a) annual leave (pro rata of four weeks' annual leave or one week), which is included in the payment made under cl.31.1 or less, where a lesser period of paid leave is taken;
- (b) personal/carer's leave; and
- (c) long service leave.

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### **32. LEAVE WITHOUT PAY**

An Employee may apply for leave without pay. Leave without pay may be granted at the discretion of the Principal.

### **33. PUBLIC HOLIDAYS**

- 33.1. Public holidays are provided in accordance with the NES as amended from time to time, except where this Agreement provides ancillary or supplementary terms.
- 33.2. An Employee is entitled to public holidays in accordance with the NES.
- 33.3. By agreement between the Employer and an individual Employee, an alternative day may be taken as the public holiday in lieu of any of the days specified by the NES.

### **34. PORTABILITY OF LEAVE**

- 34.1. Where an Employee commences employment with another Lutheran School, Regional or National Office of Lutheran Education in Australia within 12 months of the date that employment terminated with the Employer for the reason of resignation or redundancy:
  - (a) the Employer will pay any accrued long service leave entitlement at the time that employment terminates if an entitlement is due to be paid;
  - (b) accrued unpaid long service leave will be fully transferrable to the new Employer; and
  - (c) accrued personal/carer's leave will be fully transferrable to the new Employer; and
  - (d) employment with the Employer will be recognised and treated as continuous employment with the new employer for the purpose of accruing long service leave.
- 34.2. At the time of accepting employment with the new employer, the Employee must notify the previous Employer in writing, providing the date that employment commences.

### **35. EXAMINATION AND ASSESSMENT TASK LEAVE**

An Employee will be granted leave with pay of up to one day per semester per unit to attend compulsory examinations or to complete assessment tasks in a relevant course of study that has been preapproved by the Principal.

**36. QUALIFICATION CONFERRAL LEAVE**

An Employee will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in a relevant course of study that has been preapproved by the Principal.

**37. LONG SERVICE LEAVE**

37.1. Entitlement

37.1.1. An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 1976* (Tas), as appropriate, except where this Agreement provides ancillary or supplementary terms.

37.1.2. Long service leave entitlement accrues at the rate of 1.3 weeks per year of continuous employment and an Employee is entitled to long service leave of 9.1 weeks upon the completion of seven years of continuous employment.

37.1.3. An Employee will be entitled to a pro rata payment upon the cessation of employment after 7 years of continuous employment.

37.1.4. Casual Employees are entitled to long service leave if they meet the continuous employment provisions.

37.2. Taking and payment of long service leave

37.2.1. The timing of taking of long service leave will be negotiated between the Employer and the Employee for mutual advantage.

37.2.2. Under the LSL Act long service leave must be taken in one period unless the employer and employee have agreed that it will be taken in two periods and will ordinarily be taken within twelve months of entitlements falling due following ten years of continuous service, unless otherwise agreed with the Employer.

37.2.3. Employees with the agreement of their employer may 'cash-out' long service leave by receiving payment in lieu. This means that the Employer may pay an Employee the cash value of long service leave due and the Employee will not be absent from work. An Employee may also take a mixture of cash and leave.

37.2.4. An Employee taking long service leave is to be paid in one of the following ways:

- a. in full when the Employee commences leave
- b. on normal pay days throughout the period of leave
- c. in any other way agreed upon between the Employer and Employee.

## 38. FAMILY VIOLENCE LEAVE

### 38.1. Definitions

38.1.1. **Family violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and which causes harm to the Employee or causes the Employee to be fearful.

38.1.2. **Family member** means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee;
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Note: For this clause, a spouse or de facto partner includes a former spouse or a former de facto partner.

38.1.3. **Sensitive personal information** means information that identifies the Employee and discloses the Employee's experience of being subjected to family violence.

### 38.2. Leave entitlement

38.2.1. A full-time Employee, other than a casual employee, who is subject to an act or acts of family violence, is entitled to five days of paid family violence leave in a School Year.

38.2.2. A part-time Employee, other than a casual employee, is entitled to pro rata of five days' paid family violence leave in accordance with the Employee's time fraction.

38.2.3. A casual employee is entitled to unpaid family violence leave for up to two days per permissible occasion.

38.2.4. Family violence leave may be taken as:

- (a) a continuous period;
- (b) a single period of one day; or
- (c) any separate period/s of less than one day which the Employer and Employee agree.

38.2.5. Family violence leave is not cumulative from year to year.

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### 38.3. Purpose of leave

Family violence leave is for:

- (a) meeting with police to report on an incident of family violence (including any required ongoing attendance with police);
- (b) attending legal proceedings, counselling, appointments with medical, financial or legal professionals;
- (c) attending a support service providing support to persons experiencing family violence;
- (d) relocation or the making of other safety arrangements;
- (e) other activities reasonably associated with the experience of family violence.

### 38.4. Notice and evidentiary requirements

38.4.1. An employee must give notice to the Principal, or the Principal's delegate, of the taking of leave under this clause.

38.4.2. The notice:

- (a) must be given as soon as practicable (which may be at a time after the leave has commenced); and
- (b) must advise of the period, or expected period, of the leave.

38.4.3. The Employee will ordinarily provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set above in cl.38.3. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), a family violence support service or a lawyer, or the Employee may provide a statutory declaration.

38.4.4. The Employer will not place the documentary evidence provided under cl.38.4.3 on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:

- (a) the dates that family violence leave was taken; and
- (b) that documentary evidence was sighted by the Employer.

38.4.5. Sensitive personal information provided by the Employee to the Employer concerning family violence will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and/or safety of any individual.

## **PART 3 CONDITIONS OF EMPLOYMENT FOR A TEACHER**

Part 3 of this Agreement sets out the conditions of employment that apply to a Teacher.

### **39. ORDINARY HOURS OF WORK**

- 39.1. This clause of the Agreement supplements the NES that deals with maximum weekly hours.
- 39.2. Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of work of a Teacher may be averaged over the School Year.
- 39.3. The ordinary hours of work for a Teacher during Term Weeks are variable. In return, a Teacher is not required to attend for work during Non-term Weeks.
- 39.4. The exceptions to cl.39.3 are:
- (a) The five days prior to the start of term one each year where the School mandates attendance for staff Professional Development;
  - (b) where a Teacher agrees to attend for work during Non-term Weeks;
  - (c) where a Teacher undertakes school-related events, such as intrastate, interstate and overseas trips, conferences, etc. during Non-term Weeks by mutual consent;
  - (d) where a Teacher appointed to a position of responsibility pursuant to clause 45 - Positions of Responsibility is performing duties in Non-term Weeks that are directly associated with the position of responsibility;
  - (e) where a Teacher appointed to a position on the School Leadership Team (or equivalent) negotiates different attendance arrangements.
- 39.5. Teacher appointed to the School Leadership Team
- 39.5.1. For the exception under cl.39.4 (e) to apply:
- (a) the position description and/or letter of appointment must state the number of weeks of attendance required during Non-term Weeks, and
  - (b) the allowance for the position must be greater than the Level 3 allowance in clause 45 - Positions of Responsibility.
- 39.5.2. A School Leadership Team member will be entitled to a minimum of four weeks' annual leave and four weeks' additional leave, with leave to be taken during Non-term Weeks unless otherwise agreed by the Employer.
- 39.6. Allocation of work
- 39.6.1. In allocating work to a Teacher, the Principal endeavours to provide, as far as practicable, an equitable distribution of work across all Teachers in the School.

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39.6.2. Where a Teacher considers their workload to be excessive or unreasonable, the Teacher should raise such concerns with the Principal.

### 39.7. Part Time Teacher

39.7.1. For a Part Time Teacher, the pro rata basis will be calculated as a percentage of a full-time load in the school.

39.7.2. For a Part Time Teacher, the associated duties will be generally proportionate to the associated duties expected of a Full Time Teacher.

### 39.8. Graduate Teachers and Mentor Teachers

39.8.1. Subject to available resources, to assist the graduate Teacher to meet TRB teacher registration requirements, the Employer will provide a graduate Teacher in the first year of teaching, with:

- (a) a reduction in the Teacher's teaching load, which is additional to the standard release time, or
- (b) a reduction in duties (such as yard duty, pastoral care, etc.).

39.8.2. A Teacher assigned to mentor a graduate Teacher, during the graduate Teacher's first year of teaching, will have the mentoring responsibility taken into consideration in the context of the mentor Teacher's total workload.

## 40. MEAL BREAK

40.1. A Teacher will be entitled to an unpaid meal break, free of duties, of not less than 30 consecutive minutes, which must commence no later than five hours after the Teacher commenced work for the day.

40.2. On a day that a Teacher is undertaking yard duty during the school lunch break, the Teacher's meal break will not be less than 20 minutes.

## 41. MEAL ALLOWANCE

The Employer will supply a Teacher with a meal should the Employer require the Teacher to remain at School continuously until after 6.30 pm on any day.

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**42. ANNUAL LEAVE**

- 42.1. Annual leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.
- 42.2. A Teacher must take annual leave during Non-term Weeks.
- 42.3. For a Teacher whose employment with the Employer is continuing into the next School Year, annual leave must generally be taken in the four-week period immediately following the final term week of the current School Year, unless otherwise agreed with the Employer.
- 42.4. This clause applies to a Teacher, other than a Casual Teacher, who is employed for part only of a School Year:
  - (a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
  - (b) in the calculation of payment in regard to pro rata salary if:
    - (i) a Teacher commenced employment after the school service date;
    - (ii) a Teacher has taken leave without pay of more than two Term Weeks since the school service date; or
    - (iii) the hours which a Teacher has worked at the School have varied since the school service date.

42.4.1. Calculation of payment

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

where

- P is the payment due
- s is the total salary paid in respect of Term Weeks, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date
- b is the number of Term Weeks, or part thereof, in the School Year
- c is the number of Non-term Weeks, or part thereof, in the School Year
- d is the salary paid in respect of Non-term Weeks, or part thereof, that have occurred since the school service date or date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

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42.4.2. For the purposes of this clause:

- (a) **school service date** means the date from which a Teacher is paid at the commencement of the School Year in the Teacher's first year of service with the Employer, and
- (b) **Teacher** means a Teacher other than a Casual Teacher.

42.5. The formula in cl.42.4.1 is used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School Year in which the formula is applied.

42.6. A Teacher who commences employment after the School Year has commenced for that year, will be paid from the date the Teacher commences, provided that at the end of the final School term, the Teacher will be paid an amount calculated pursuant to cl.42.4.1 and will receive no salary or other payment other than payment under this clause until the school service date or the resumption of Term 1 in the following School Year.

42.7. Public holidays that occur during Non-term Weeks for Teachers do not create an additional entitlement.

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

- (a) if the leave without pay commences and concludes in the same School Year, the payment will be calculated and made at the conclusion of the final School term in that School Year;
- (b) if the leave without pay is to conclude in a School Year following the School Year in which the leave commenced:
  - (i) at the commencement of the leave, a payment will be calculated and made in respect of the School Year in which the leave commences; or
  - (ii) at the end of the final School term in that year in which the leave concludes, a payment will be calculated and made in respect of that School Year.

42.9. Where a Teacher's part-time fraction or rate has varied in the school year over which this payment is being calculated, the calculation could be based on the prorated entitlement (less non term time paid to date) according to the number of hours at each time fraction, multiplied by the current hourly rate.

### 43. CAMP ALLOWANCE

Attending a School camp is an integral component of a Teacher's role in the School. In recognition of this role, the Employer will pay a Teacher, who is required by the Employer to attend an overnight camp in Australia, an allowance of \$50 per night.

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**44. SALARY**

44.1. A Full-time Teacher (pro rata for a Part-time Teacher) is entitled to be paid not less than the following salary depending on the Teacher’s classification from the first full pay period commencing on or after:

- (a) 1 February 2020, except that the back payment to this date will only be paid to Teachers, who are employed on the date that the Employees approve the making of this Agreement (the Approval Date), and will be paid to these Teachers from either the first or second pay period commencing on or after the Approval Date. For the avoidance of doubt, the payment will not be made to:
  - A Teacher whose employment ceased prior to the Approval Date; and
  - A Teacher who had one or more casual or fixed term engagements that ceased prior to the Approval Date.
- (b) 1 August 2020, 1 February 2021 and 1 February 2022.

<b>Level</b>	<b>1<sup>st</sup> February 2020</b> \$	<b>1<sup>st</sup> August 2020</b> \$	<b>1<sup>st</sup> February 2021</b> \$	<b>1<sup>st</sup> February 2022</b> \$
<b>1</b>	\$ 71,022	\$ 72,262	\$ 74,069	\$ 75,550
<b>2</b>	\$ 73,434	\$ 74,936	\$ 76,809	\$ 78,345
<b>3</b>	\$ 76,056	\$ 78,043	\$ 80,209	\$ 81,813
<b>4</b>	\$ 79,412	\$ 80,963	\$ 83,794	\$ 85,470
<b>5</b>	\$ 82,678	\$ 83,800	\$ 87,442	\$ 89,191
<b>6</b>	\$ 86,003	\$ 87,300	\$ 91,509	\$ 93,339
<b>7</b>	\$ 88,633	\$ 89,844	\$ 95,003	\$ 96,903
<b>8</b>	\$ 91,843	\$ 93,228	\$ 98,521	\$ 100,491
<b>9</b>	\$ 95,900	\$ 96,581	\$ 101,531	\$ 103,562
<b>10</b>	\$ 97,852	\$ 100,096	\$ 104,584	\$ 106,676

44.2. A Teacher progresses through the salary scale on the anniversary of the Teacher’s appointment, provided that a Teacher who is employed for 40% or less of a full-time load is classified at the same level for 24 months before progressing to the next level.

44.3. From 1 January 2022 a Teacher will not progress beyond Level 5 without full Teacher Registration with the TRB.

44.4. From 1 January 2022 an unregistered Teacher above level 5 at the commencement of this agreement will remain at their current level and will not progress through the levels until they have attained full Teacher Registration with the TRB.

44.5. Recognition of previous service

44.5.1. On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in cl.44.1 according to teaching experience and with reference to their teacher registration status in cl.44.3.

44.5.2. A Teacher’s prior casual teaching experience will be recognised for the purpose of classifying a Teacher on the appropriate level of the salary

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scale in cl.44.1. The equivalent of a full-time year of teaching service is 175 full casual days in Australian schools.

44.5.3. For the purpose of classification, a Teacher will be required to provide documentary evidence to the satisfaction of the Employer of prior teaching experience. The Employer will not recognise the relevant teaching experience until such documentation is provided. If satisfactory documentary evidence is not provided to the Employer at appointment, or within six months of appointment, then reclassification will not be backdated and will take place from the next pay period commencing after the Teacher provides satisfactory documentary evidence to the Employer.

44.6. A Casual Teacher is entitled to be paid not less than the following rates of pay from the first pay period commencing on or after the Approval Date (2020), 1 February 2021 and 1 February 2022.

<b>Rate of Pay</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Half Day</b>	213	218	223
<b>Full Day</b>	426	436	446

## 45. POSITIONS OF RESPONSIBILITY

- 45.1. The School will have the flexibility to determine the most appropriate structure to provide support to the Principal in the overall leadership and management of the School.
- 45.2. An allowance will be paid to a Teacher performing a specific position of responsibility with administrative, pastoral care and/or educational leadership duties, responsibilities and programs, additional to those usually required of a Teacher by the School.
- 45.3. The allowance is linked to the position of responsibility rather than tied to an individual Teacher.
- 45.4. The assignment of a position to a particular level will reflect the graduation of responsibilities exercised in the School, with Level 1 being the most significant level of responsibility.
- 45.5. The Principal will:
- (a) have the final decision concerning the establishment and disbandment of positions of responsibility within the School and determining the framework within which these positions are to function;
  - (b) take into consideration the following functions for classifying each position:
    - (i) the levels of direction and supervision given,
    - (ii) the knowledge, skill and experience required,
    - (iii) the accountabilities and responsibilities to be given, and

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- (iv) the extent of the delegated authority and decision-making expected from the role;
- (c) advise the Teacher of the level to which the position equates; and
- (d) provide written advice to the Teacher appointed to a position of responsibility pursuant to this clause of the position, its tenure, the duties required, the allowance to be paid and any requirements for attendance during Non-term Weeks.

45.6. Levels have the following definitions:

- (a) Level 1 (6.5% of the Level 10 Teacher salary)
  - Senior leadership positions and positions with major departmental responsibilities, on a whole of school/sub school basis.
- (b) Level 2 (67% of Level 1)
  - Departmental responsibilities that involve significant supervision of and/or engagement with co-ordinators and other staff holding positions of responsibility, on a part of school/sub school basis.
- (c) Level 3 (33% of Level 1)
  - Co-ordinator responsibilities within specific categories that involve moderate supervision requirements of and/or engagement with other staff in this role.
- (d) Level 4 (20% of Level 1)
  - Responsibilities for small learning, curriculum or program-based activities that have limited of and/or supervision requirements of and/or engagement with other staff in this role.

45.7. A Teacher performing a position of responsibility is entitled to be paid not less than the following annual allowance from the first full pay period commencing on or after:

- (a) 1 February 2020, except that the back payment to this date will only be paid to Teachers, who are employed on the date that the Employees approve the making of this Agreement (the Approval Date), and will be paid to these Teachers from either the first or second pay period commencing on or after the Approval Date.
- (b) 1 August 2020.
- (c) 1 February 2021.
- (d) 1 February 2022.

<b>Level</b>	<b>Feb 2020 \$</b>	<b>Aug 2020 \$</b>	<b>Feb 2021 \$</b>	<b>Feb 2022 \$</b>
Level 1	6360	6506	6798	6934
Level 2	4261	4359	4555	4646
Level 3	2099	2147	2243	2288
Level 4	1272	1301	1360	1387

## **PART 4 CONDITIONS OF EMPLOYMENT FOR A SCHOOL OFFICER**

Part 4 of this Agreement sets out the conditions of employment that apply to a School Officer.

### **46. ORDINARY HOURS OF WORK**

- 46.1. This clause of the Agreement provides supplementary and ancillary provisions to the NES provision that deals with maximum weekly hours of work.
- 46.2. The ordinary hours of work shall average 38 hours per week between the hours of 6.00 am and 6.00 pm worked from Monday to Friday.
- 46.3. Notwithstanding cl.46.2 above, the ordinary hours of work for a School Officer (cleaner) are from 8.00 am to 8.00 pm from Monday to Friday and 6.00 am to 12 noon on Saturday.
- 46.4. Where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of School Officers in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.
- 46.5. Some School Officers will work outside of ordinary hours because of the nature of their work. Where a School Officer is required to work outside normal hours because of parent consultation evenings, co-curricular activities, camps, etc., there will be reasonable breaks during the day. No School Officer shall be required to work for more than 5 hours without a half-hour break.
- 46.6. Where a School Officer attends a day excursion they will be entitled to be paid from the beginning to the end of the excursion, including time spent on related duties i.e. supervision of students, preparation or pack-up
- 46.7. Where a School officer attends an overnight camp, they will be paid at their normal hourly rate and will be rostered to work no more than 10 hours for each day on camp. Additionally, they will be entitled to receive the Camp Allowance as specified in Clause 56.
- 46.8. A School Officer is entitled to time in lieu or paid overtime for all authorised hours worked outside of the span of hours or in excess of 38 hours per week. The penalty rates within clause 50 (Penalty Rates) and in clause 47 (Additional Hours) are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

### **47. ADDITIONAL HOURS**

- 47.1. Any time required by the Employer to be worked in addition to 38 hours in a week must be pre-approved by the Employer.
- 47.2. The Employee will be entitled to payment in accordance with cl.47.5, 47.6 and 47.7 or time in lieu, as agreed prior to the additional hours being worked.

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- 47.3. Arrangements for taking time in lieu must be mutually agreed between the Principal and the School Officer.
- 47.4. Where a Part Time School Officer agree to work additional hours, the Part Time School Officer will be paid at the ordinary time rate for the hours worked up to 38 hours per week and all other entitlements including leave will be adjusted accordingly to reflect the increased hours worked. A Part Time School Officer has the right to refuse to work additional hours.
- 47.5. If overtime is paid it will be at the following rates:

<b>Time worked</b>	<b>Overtime rate</b>
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

- 47.6. Time off instead of overtime must be taken as time off during ordinary hours and must be taken at the ordinary time rate. That is, an hour for each hour worked. Time will be taken within the School Year in which it is accrued.
- 47.7. Where there is time off instead of payment under this clause, and such time has not been taken within the School Year in which it is accrued, the Employer must provide payment at the rate provided for the payment of overtime in this Agreement for any overtime worked.
- 47.8. If, on the termination of the School Officer’s employment, time off for overtime worked by the School Officer has not been taken, then the Employer must pay the School Officer for the overtime worked at the overtime rate applicable to the overtime when worked.

**48. BREAKS BETWEEN PERIODS OF DUTY**

- 48.1. A School Officer will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 48.2. Where the Employer requires a School Officer to continue or resume work without having a 10-hour break off duty, the School Officer is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

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- 48.3. The entitlements in cl.48.1 and 48.2 do not apply to:
- (a) a School Officer who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - (b) a School Officer who is attending an overseas tour, school camp or excursion; or
  - (c) a School Officer working a broken shift.

### 49. SHIFTWORK

#### 49.1. Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl.49.4.

#### 49.2. Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.46 - Ordinary hours of work;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.46, and at or before midnight;
- (c) **morning shift** is a shift which commences before the ordinary hours commencement time identified in cl.46 and which finishes before or at the ordinary hours finishing time identified in that clause;
- (d) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

#### 49.3. Broken shifts

- 49.3.1. A School Officer may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a Casual School Officer) of ninety (90) minutes for each period of duty.
- 49.3.2. A School Officer, other than a Casual School Officer, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- 49.3.3. The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

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### 49.4. Rostering

- 49.4.1. For School Officers working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the School Officers at least seven days before the commencement of the roster period.
- 49.4.2. A School Officer may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 47 - Additional hours or clause 50 - Penalty rates.
- 49.4.3. A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- 49.4.4. Notwithstanding cl.49.4.3, a roster may be altered at any time to enable the functions of the Employer to be carried out where another School Officer is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the School Officer, a School Officer must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, then the School Officer will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- 49.4.5. Where such alteration requires a School Officer to work on a day which would otherwise have been the School Officer's day off, the day off instead will be arranged by mutual consent.

## 50. PENALTY RATES

### 50.1. Shiftwork

- 50.1.1. No penalty will apply to School Officers working a broken shift.
- 50.1.2. Afternoon shift, morning shift and night shift will attract a penalty rate of 15% of the ordinary time rate.

### 50.2. Saturday and Sunday work

A School Officer other than an Employee covered by cl.50.3 required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate.

### 50.3. Entitlement

The penalty rates within this clause and in cl.47 - Additional hours are not cumulative. Where a School Officer is entitled to more than one penalty or overtime rate, the School Officer will be entitled to the highest single penalty or overtime rate.

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### 50.4. Coverage

The penalty rates in this clause do not apply to a School Officer attending overseas tours, camps, excursions, open days, school fetes or other like events.

## 51. HIGHER DUTIES

The Employer may direct a School Officer to temporarily perform duties applicable to a classification higher than the School Officer's current classification. If the School Officer performs such duties for more than five consecutive days and those duties constitute the whole or substantially the whole type of duties, which would attract the higher classification, the School Officer will be paid the rate of pay applicable to the higher classification for the whole period during which the duties were performed. Substantially will mean at least 50%.

## 52. ROSTERED DAYS OFF

- 52.1. The Employer and a Full Time School Officer may agree that the ordinary hours of work provided by clause 46 - Ordinary Hours of Work will be worked over 19 days in each four week period, in which case the following provisions will apply.
- 52.2. The School Officer will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 52.3. A School Officer will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- 52.4. Each rostered day off taken by a School Officer will be regarded as a day worked for the purpose of accruing an entitlement under cl.52.3.
- 52.5. Rostered days off will not be regarded as part of the School Officer's annual leave for any purpose.
- 52.6. A School Officer will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 52.7. A School Officer who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the School Officer has accrued in accordance with cl.52.2.
- 52.8. A School Officer whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.52.2.
- 52.9. Rostered days off will be determined by mutual agreement between the Employer and the School Officer, having regards to the needs of the place of employment.
- 52.10. A School Officer will be advised by the Employer at least four weeks in advance of the day on which the School Officer is to be rostered off duty.

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### 53. BREAKS

#### 53.1. Meal break

A School Officer will be entitled to an unpaid meal break of not less than 30 consecutive minutes which commences no later than five hours after the School Officer commenced work.

#### 53.2. Rest break

53.2.1. At a time suitable to the Employer, a School Officer is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and a School Officer may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks.

53.2.2. As an alternative to cl.53.2.1, a School Officer engaged in the Resources, Curriculum and Educational Specialist streams (Schedule 1 - School Officer Classification Structure) is entitled to one rest break of 20 minutes, which will be counted as time worked.

### 54. MEAL ALLOWANCE

54.1. Where the Employer requires a School Officer to undertake more than two hours' overtime after the completion of full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the School Officer.

54.2. If it is not possible to provide a meal, the Employer will pay a meal allowance of \$16.00 to the School Officer.

### 55. ANNUAL LEAVE

#### 55.1. Entitlement

55.1.1. Annual leave is provided for in the NES. This clause supplements the NES provisions.

55.1.2. The Employer may require a School Officer to take annual leave during Non-term Weeks.

#### 55.2. Annual leave for a School Officer in receipt of four weeks' annual leave

55.2.1. A Full Time School Officer (pro rata for a Part Time School Officer) is entitled to four weeks' annual leave exclusive of public holidays falling within such leave.

55.2.2. A Full Time School Officer will be entitled to take leave and be paid salary for three days between Christmas and the New Year with no impact on annual leave accrual. A part-time School Officer will be paid

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salary for the days that the School Officer would otherwise have worked during this period.

- 55.2.3. Where a School Officer takes leave without pay or unpaid carer's leave in excess of ten working days in any School Year the School Officer's entitlement to annual leave will be calculated on the basis of one twelfth of that School Officer's number of working weeks (excluding periods of leave without pay and unpaid carer's leave).
- 55.2.4. Where a School Officer's entitlement to paid annual leave has been reduced pursuant to cl.55.2.3 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.
- 55.2.5. A School Officer who is employed for part only of a School Year will be paid a pro rata annual leave entitlement of that School Officer's number of working weeks at the rate applicable at the time leave is taken or employment is terminated.

### **56. CAMP ALLOWANCE**

Where a School Officer is required to attend an overnight camp in Australia, an allowance of \$50 per night will be paid to the School Officer.

### **57. CLASSIFICATIONS**

- 57.1. A School Officer will be employed and classified according to the classification structure set out in Schedule 1 – School Officer Classification Structure and paid not less than the minimum rate of pay in clause 58 - School Officer Rates of Pay.

### **58. SCHOOL OFFICER RATES OF PAY**

#### 58.1. School Officer

- 58.1.1. A Full Time adult School Officer (pro rata for a Part Time School Officer), who is employed with an entitlement to four weeks' annual leave for each School Year, is entitled to be paid not less than the following annual rate of pay for the School Officer's classification from the first full pay period commencing on or after:

- (a) 1 February 2020, except that the back payment to this date will only be paid to School Officers, who are employed on the date that the Employees approve the making of this Agreement (the Approval Date), and will be paid to these School Officers from either the first or second pay period commencing on or after the Approval Date. For the avoidance of doubt, the payment will not be made to:
- a School Officer whose employment ceased prior to the Approval Date; and

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- a School Officer who had one or more casual and/or fixed term engagements that ceased prior to the Approval Date.

(b) 1 August 2020, 1 February 2021 and 1 February 2022.

<b>Classification</b>	<b>February 2020 \$</b>	<b>August 2020 \$</b>	<b>February 2021 \$</b>	<b>February 2022 \$</b>
<b>Grade A</b>				
A.1	\$50,306	\$50,814	\$52,084	\$53,126
A.2	\$51,694	\$52,216	\$53,521	\$54,591
A.3	\$53,084	\$53,620	\$54,961	\$56,060
A.4	\$54,475	\$55,025	\$56,401	\$57,529
A.5	\$57,254	\$57,832	\$59,278	\$60,464
<b>Grade B</b>				
B.1	\$59,060	\$59,657	\$61,148	\$62,371
B.2	\$60,588	\$61,200	\$62,730	\$63,985
B.3	\$62,118	\$62,745	\$64,314	\$65,600
B.4	\$63,646	\$64,289	\$65,896	\$67,214
B.5	\$66,703	\$67,377	\$69,061	\$70,442
<b>Grade C</b>				
C.1	\$67,211	\$67,890	\$69,587	\$70,979
C.2	\$68,211	\$68,900	\$70,623	\$72,035
C.3	\$69,855	\$70,561	\$72,325	\$73,772
C.4	\$71,499	\$72,221	\$74,027	\$75,508
C.5	\$74,786	\$75,541	\$77,430	\$78,979
<b>Grade D</b>				
D.1	\$75,333	\$76,094	\$77,996	\$79,556
D.2	\$76,421	\$77,193	\$79,123	\$80,705
D.3	\$78,053	\$78,841	\$80,812	\$82,428
D.4	\$79,685	\$80,490	\$82,502	\$84,152
D.5	\$82,948	\$83,786	\$85,881	\$87,599
<b>Grade E</b>				
E.1	\$83,827	\$84,674	\$86,791	\$88,527
E.2	\$84,844	\$85,701	\$87,844	\$89,601
E.3	\$86,668	\$87,543	\$89,732	\$91,527
E.4	\$88,489	\$89,383	\$91,618	\$93,450
E.5	\$92,133	\$93,064	\$95,391	\$97,299
<b>Grade F</b>				
F.1	\$98,335	\$99,328	\$101,811	\$103,847
F.2	\$100,548	\$101,564	\$104,103	\$106,185
F.3	\$102,811	\$103,849	\$106,445	\$108,574
F.4	\$105,124	\$106,186	\$108,841	\$111,018
F.5	\$107,489	\$108,575	\$111,289	\$113,515

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58.1.2. Should a School Officer request reclassification of the School Officer's current position of employment and reclassification is approved, reclassification will take effect from the date the request was made by the School Officer. The salary applicable to the classification level will be applied but will not be less than the current salary.

58.2. Leave without pay during Non-term Weeks for a School Officer

58.2.1. A School Officer employed pursuant to cl.58.2 may be required to take leave without pay during Non-term Weeks, provided that:

- (a) the School Officer's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for a School Officer during any such period, the existing School Officer may be offered such employment (whether on a full-time, part-time or casual basis). The School Officer, who is on leave without pay, may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the School Officer. Remuneration for such work will be at the rate of pay applicable to the work being performed.

58.2.2. The formula in cl.58.2.3 is used to calculate an annual salary for a School Officer whose contract of employment makes provision, in writing, for leave without pay during Non-term Weeks.

58.2.3. The adjusted salary for a School Officer is:

$$A = C \times \frac{(\text{working weeks} + 4 \text{ weeks' annual leave} + P + G)}{52.18}$$

where

**A** means the School Officer's adjusted annual salary and will be no greater than the annual rate of pay set out in cl 58.1

**C** means the annual salary (from cl.58.1) for the School Officer's classification

**P** represents up to three (3) days of public holidays following the end of Term 4, provided that each public holiday falls on a day that the School Officer ordinarily works

(Note: P may have a value of 0, 1, 2 or 3 or may be a fraction where the School Officer does not work a full day on that day of the week)

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**G** represents up to three (3) grace days between Christmas and New Year, provided that each grace day falls on a day that the School Officer ordinarily works

(Note: **G** may have a value of 0, 1, 2 or 3 or may be a fraction where the School Officer does not work a full day on that day of the week)

**Working weeks** means the number of weeks that the School Officer is required to work

58.2.4. For the purpose of calculating any allowance or penalty for a School Officer, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in cl.58.2.3 is applied.

58.3. Junior School Officer

58.3.1. A Junior School Officer, who is employed after the commencement of this Agreement at Grade A or Grade B, is to be paid at the following percentage of the appropriate adult rate of pay in cl.58.1 for the position performed:

<b>Age</b>	<b>% of adult rate</b>
16 years of age	60
17 years of age	65
18 years of age	70
19 years of age	80
20 years of age	90

58.3.2. A Junior School Officer employed for a time fraction of 40% or less will be paid the applicable percentage of the adult rate of pay in cl.58.1.1 for a maximum of four years. If the Junior School Officer is still employed by the Employer for a time fraction of 40% or less after four years, the Junior School Officer will then be paid the appropriate adult rate of pay set out in cl.58.1.1 for the position performed.

58.3.3. A Junior School Officer employed for a time fraction of greater than 40% will be paid the applicable percentage of the adult rate of pay in cl.58.1.1 for a maximum of two years. If the Junior School Officer is still employed by the Employer after two years, the Junior School Officer will then be paid the appropriate adult rate of pay set out in cl.58.1.1 for the position performed.

58.4. Progression

58.4.1. Progression from salary level to another within a category will be automatic on the School Officer's employment anniversary date if the School Officer is employed for a time fraction greater than 40% of full-time equivalent and if satisfactory performance levels are being met.

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Satisfactory performance means that the School Officer's skills, organisation knowledge and experience are improving and continuing to add value to the Employer.

- 58.4.2. Where a School Officer time fraction is 40% or less than full-time equivalent, they will be classified at the same level for 24 months before progressing to the next level.

## SCHEDULE 1 SCHOOL OFFICER CLASSIFICATION STRUCTURE

### DEFINITIONS:

School Officers means all Employees as detailed in this Agreement who are not Teachers. The functions of these staff include, but are not limited to:

**‘Resources’** School Officers who fit within this stream may include but are not limited to the following: librarians, library assistants, information technology staff, book-room staff, laboratory staff, theatre technical staff.

**‘Administration and Finance’** School Officers who fit within this stream may include but are not limited to the following: receptionists, administrative assistants, accountants, secretarial staff, clerical staff, finance officers, public relations and marketing staff.

**‘Curriculum’** School Officers who fit within this stream may include but are not limited the following: special education assistants, learning support staff (non-teachers), indigenous education assistants, and classroom assistants.

**‘Educational Specialists’** School Officers who fit within this stream may include but are not limited to the following: social workers, counsellors, speech pathologists, psychologists, school nursing staff and other educational professionals.

**‘Services’** School Officers who fit within this stream may include but are not limited to the following: grounds staff, facilities staff, maintenance staff, canteen and kitchen staff, cleaners, caretakers, handy-persons, bus drivers, uniform shop attendants, sales assistants, pool attendants, laundry workers and cooks.

### GENERAL CRITERIA

The General Criteria for each Grade of Lutheran School Officer described below shall cover the full range of work undertaken within the School other than work which is the responsibility of Teachers and those employees identified in cl.4.2 of clause 4 - Coverage.

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**Grade A**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Knowledge to competently perform assigned tasks
Skills	Follows established procedures Self-directed application of appropriate techniques and use of equipment and technology to perform tasks Is able to work alone and without constant monitoring and supervision
Interpersonal Relations	Capacity to communicate and engage with people
Complexity of Role	Routine tasks and processes performed on a regular basis Priorities and expectations are clear Applies basic theoretical knowledge
Qualifications	May have relevant industry experience May hold a Certificate II qualification relevant for the area of work
Supervision	Direction is provided by a more senior Employee classified at a higher grade or a Teacher Is not responsible for supervising other people

**Grade B**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Well developed knowledge to competently perform assigned tasks
Skills	Self-directed application of techniques and use of equipment and technology to perform complex tasks Able to apply theoretical knowledge and interpersonal skills to achieve tasks Is able to work alone and without regular monitoring and supervision
Interpersonal Relations	High capacity to communicate and engage with people
Complexity of Role	Able to perform complex tasks and without supervision Performs tasks in accordance with guidelines, accepted practices and school policy Applies substantial applied theoretical knowledge May be required to identify training and development needs of self and other staff within work area or educational program
Qualifications	May have relevant industry experience May hold a Certificate III or IV qualification relevant for the area of work
Supervision	Direction is provided by an Employee classified at a higher level or a Teacher May be responsible for supervising other people within own work area or educational program

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**Grade C**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	High degree of technical or applied knowledge to competently perform role
Skills	Is self directed in the application of procedures Develops and establishes new processes Strong application of techniques and use of equipment and technology to perform tasks Is able to work alone and without monitoring or regular supervision
Interpersonal Relations	High capacity to communicate and engage with people
Complexity of Role	Undertakes complex tasks Performs tasks that involve independent use of technical and/or applied theoretical knowledge Will have specific management responsibilities and accountabilities May be required to undertake creative, planning, design or supervisory functions Required to identify training and development needs of self and other staff within work area or educational program
Qualifications	May hold a relevant Associate Degree/Advanced Diploma or Will hold relevant trade qualifications or May hold relevant tertiary qualifications to three (3) or more years of full-time study (degree/bachelor level) with no or little relevant industry experience or Be recognised as having equivalent competency
Supervision	Oversight is provided by an Employee classified at a higher grade or a Teacher May be responsible for supervising other people within own work area or educational program

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**Grade D**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Strong knowledge to competently perform role
Skills	Is self directed and responsible for own work standards Strong application of techniques and use of equipment and technology to perform tasks Exercise very high level of skills and expertise Works alone and with minimal supervision
Interpersonal Relations	High capacity to communicate and engage with people
Complexity of Role	Manages and/or co-ordinates large and/or complex administrative functions or provides critical and highly specialised support to education programs Undertakes complex tasks Will have broad management responsibilities and accountabilities May be responsible for the training and development needs of self and other staff
Qualifications	Will hold a relevant Associate Degree/Advanced Diploma with significant relevant experience or Will hold a relevant trade qualification with appropriate and relevant experience or May hold relevant tertiary qualifications to three (3) or more years of full-time study (degree/bachelor level) with relevant industry experience and proficient expertise or Be recognised as having equivalent competency by the Employer
Supervision	Expected to work with limited guidance and direction Responsible for providing a direct line supervision for other staff

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**Grade E**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Advanced knowledge to competently perform role
Skills	Is self directed and accountable for own work standards Exercises significant and independent judgement based on extensive experience and an advanced level of expertise within relevant discipline Advanced application of techniques and use of equipment and technology to perform tasks Works alone and without supervision
Interpersonal Relations	Advanced capacity to communicate and engage with people
Complexity of Role	Usually holds a leadership role within the school Accountable for the development and delivery of key services that are integral to the effective operation of the school Provides a range of services and/or undertakes the analysis of complex problems that form part of the school's policy framework Will be responsible for the training and development needs of self and other staff
Qualifications	Will hold relevant tertiary qualifications to three (3) or more years of full-time study (degree/bachelor level) Expected to have demonstrated industry experience and advanced level of expertise
Supervision	Responsible for direct line supervision other staff

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**Grade F**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Significant knowledge to competently perform role
Skills	Is self directed and accountable for own work standards and that of others Highly advanced application of techniques and use of equipment and technology to perform tasks Exercises significant and independent judgement based on extensive experience and an advanced level of expertise within relevant discipline Strong Human Resource management capability
Interpersonal Relations	Highly advanced capacity to communicate and engage with people
Complexity of Role	Responsible for the professional leadership and/or management of a department or significant areas or functions within the school Authority to make significant decisions relating to programs, budgets and staffing within area of designated responsibility Contributes to the overall management of the school through leadership, policy formation and decision making Is accountable for the training and development needs of self and other staff
Qualifications	Will hold relevant tertiary qualifications to three (3) or more years of full time study (degree/bachelor level) Extensive industry experience and advanced level of expertise
Supervision	Responsible for supervision of staff

## **INDICATIVE ROLES AND RESPONSIBILITIES**

### **Resources Stream**

#### Grade A

The School Officer Grade A will, apply basic skills to operate, demonstrate, maintain, catalogue, repair or service hardware and software of a routine nature. This role will operate under direction in the application of skills and completion of tasks.

#### Grade B

The School Officer Grade B will be self-directed and responsible on a day-to-day basis for the smooth and efficient operation of their specific area of work and in accordance with guidelines and accepted practices. Supervision of other School Officers or of volunteer parent or student helpers may be a function at this level.

#### Grade C

The School Officer Grade C will have sound resource knowledge and skills and, subject to broad policy directives, accept responsibility for the establishment and day-to-day operation of effective technical systems for smooth and efficient operations. This School Officer may undertake supervision of other employees where appropriate but will be responsible to the faculty head.

#### Grade D

The School Officer Grade D will be required to exercise a strong level of skills and expertise. This School Officer may exercise managerial and/or co-ordinating responsibilities.

#### Grade E

The School Officer Grade E will be responsible for the exercise of significant and independent professional judgement based on extensive experience and an advanced level of expertise within the relevant discipline. This School Officer will usually hold a leadership role within the school and be accountable for the development and delivery of key services.

#### Grade F

The School Officer Grade F will in addition to the requirements of a Grade E Officer, be responsible for the professional leadership and/or management of a department and exercise of significant and independent professional judgement based on extensive experience.

### **Administration and Finance Stream**

#### Grade A

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

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### Grade B

The School Officer Grade B will have

EITHER

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

OR

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

OR

Responsibility in School Finance for the smooth and efficient operation of a distinct and significant section of the business operations of the school. This responsibility will be subject to close monitoring by the senior finance person (however designated).

### Grade C

The School Officer Grade C will

EITHER

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

OR

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

OR

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

### Grade D

The School Officer Grade D will be responsible for the management of the financial affairs of the school or a significant component of the financial administration of the school.

### Grade E

The School Officer Grade E will be responsible for the exercise of significant and independent professional judgement based on extensive experience and an advanced level of expertise within the relevant discipline. This School Officer will usually hold a leadership role within the school and be accountable for the development and delivery of key services.

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### Grade F

The School Officer Grade F will, in addition to the requirements of a Grade E Officer, be responsible for the professional leadership and/or management of a department and exercise significant and independent professional judgement based on extensive experience.

### Curriculum Stream

#### Grade A

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

#### Grade B

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

#### Grade C

The School Officer Grade C will have advanced curriculum knowledge and skills and, subject to broad policy directives, accept responsibility for the delivery of day-to-day curriculum needs, including responsibility for the supervision and care of children with special needs. This School Officer may undertake supervision of other employees where appropriate but will be responsible to the faculty/ department head.

#### Grade D

The School Officer Grade D will be required to make use of a high degree of critical knowledge to initiate and implement programs in the area of curriculum.

#### Grade E

The School Officer Grade E will be required to make independent use of a high degree of critical knowledge to initiate and implement programs in the area of curriculum. This School Officer will usually hold a leadership role within the school and be accountable for the development and delivery of key curriculum services.

#### Grade F

The School Officer Grade F will, in addition to the requirements of a Grade E Officer, be responsible for the professional leadership and/or management of a department and exercise of significant and independent professional judgement based on extensive experience.

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### **Educational Specialists Stream**

#### Grade C

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

#### Grade D

The School Officer Grade D will, within the school as an experienced, qualified professional, apply knowledge, skills and demonstrated capacity to perform tasks of some complexity consistent with their training. The employee will be self-directed in the application of professional skills.

#### Grade E

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

#### Grade F

The School Officer Grade F will, in addition to the requirements of a Grade E Officer, be responsible for the overall management of the Department and exercise of significant and independent professional judgement based on extensive experience.

### **Services Stream**

#### Grade A

The School Officer Grade A will work under supervision to undertake a wide range of basic and routine duties and functions to established practices, procedures and instructions consistent with the relevant vocational category. In addition to these duties, this School Officer will apply knowledge, skills and demonstrated capacity to perform:

- functions and tasks of complexity consistent with their training.
- operate with a basic degree of technical administrative or specialist expertise.
- are expected to display initiative exercise discretion and to plan basic work programs.
- are responsible and accountable for their own work and report to the Principal of the school or a designated senior administrator.

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### Grade B

The School Officer Grade B will (in addition to the duties of an employee at Grade A) within the school be responsible on a day to day basis for the smooth and efficient operation of a program of activity within a category (e.g. a building maintenance program) or a section of a more complex and/or distinct section of a larger services program. Supervision of other School Officers may be a function of this Grade. The scope of work may include supervision and planning, and assisting in preparation of program budgets within the area of responsibility.

### Grade C

The School Officer Grade C will (in addition to the duties of an employee at Grade B) be responsible for the establishment and management of a range of functions, but will receive support from school management in the overall administration of the program.

Such work could include work programming, planning and scheduling, budgeting (under general supervision from school management), contributing to the development and or monitoring of the school management strategy and assisting in negotiation with contract companies as appropriate.

### Grade D

The School Officer Grade D will under-take duties of a type consistent with Grade C and will be responsible for the management and implementation of functions and activities in their area of responsibility and with only limited direction and supervision by senior management of the school.

### Grade E

The School Officer Grade E will have demonstrated industry experience and be required to make independent use of a high degree of critical knowledge to initiate and implement programs in the work area. This School Officer will usually hold a leadership role within the school and be accountable for the development and delivery of key services.

### Grade F

The School Officer Grade F will, in addition to the requirements of a Grade E Officer, be responsible for the professional leadership and/or management of a department and exercise of significant and independent professional judgement based on extensive experience.

**Eastside Lutheran College Enterprise Agreement 2020**

EXECUTED as an agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**EMPLOYER REPRESENTATIVE**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in full (printed): \_\_\_\_\_

Position title: \_\_\_\_\_ PRINCIPAL OF EASTSIDE LUTHERAN COLLEGE \_\_\_\_\_

Authority to sign explained: \_Signed for and on behalf of Eastside Lutheran College Incorporated\_

Address: \_\_15 Acorn Drive Warrane Tasmania 7018\_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witness name in full: \_\_\_\_\_

Witness address: \_\_\_\_\_

**EMPLOYEE REPRESENTATIVE**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in full (printed): \_\_\_\_\_

Position title: \_\_\_\_\_

Authority to sign explained: \_\_\_\_\_

Address: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witness name in full: \_\_\_\_\_

Witness address: \_\_\_\_\_

Eastside Lutheran College Enterprise Agreement 2020

EXECUTED as an agreement this 15 day of July 2020

**EMPLOYER REPRESENTATIVE**

Signed: WJ Ruback

Date: 15/7/20

Name in full (printed): WENDY JANE RUBACK

Position title: PRINCIPAL OF EASTSIDE LUTHERAN COLLEGE

Authority to sign explained: Signed for and on behalf of Eastside Lutheran College Incorporated

Address: 15 Acorn Drive Warrane Tasmania 7018

Witnessed by: Geoffrey Freeman

Witness name in full: Geoffrey Freeman

Witness address: 15 Acorn Drive, Warrane, Tasmania 7018

**EMPLOYEE REPRESENTATIVE**

Signed: Debra James

Date: 15/7/20

Name in full (printed): DEBRA JAMES

Position title: GENERAL SECRETARY

Authority to sign explained: BARGAINING REPRESENTATIVE

Address: 120 CLARENDON ST SOUTH BANK

Witnessed by: David Brear

Witness name in full: \_\_\_\_\_

Witness address: **DAVID FRANCIS BREAR**  
120 Clarendon St, Southbank, Melbourne VIC 3006  
*An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)*